

DEVELOPMENT AGREEMENT FOR PROPERTY NOT CURRENTLY WITHIN THE
CITY OF SIMONTON'S ETJ BETWEEN
THE CITY OF SIMONTON, TEXAS,
TWINWOOD US, INC., AND WOODS ROAD & I-10 INVESTMENTS, INC.

**DEVELOPMENT AGREEMENT FOR PROPERTY NOT CURRENTLY WITHIN THE
CITY OF SIMONTON'S ETJ
BETWEEN THE CITY OF SIMONTON, TEXAS,
TWINWOOD US, INC., AND WOODS ROAD & I-10 INVESTMENTS, 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; TWINWOOD US, INC., a Texas corporation, and WOODS ROAD & I-10 INVESTMENTS, INC., a Texas corporation (collectively, the "Developer"). The City and the Developer are collectively referred to as the "Parties."

RECITALS

The Developer owns land within the unincorporated areas of Fort Bend County, Texas and Waller County, Texas, and desires to add a portion of said land to the City's extraterritorial jurisdiction;

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

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

To provide long term certainty in regulatory requirements and development standards by the City regarding the ETJ Property, the City and the Developer agree that development of the ETJ Property can best proceed pursuant to a development agreement; 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.

County means Fort Bend County, Texas or Waller County, Texas, as applicable, depending on the County in which the relevant portion of the ETJ Property is located.

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 assignee, and any successor in interest to the ETJ Property to the extent such successor or assign engages in Substantial Development Activities on the ETJ Property. Developer shall also include any entity affiliated with, related to, or owned or controlled by Twinwood US, Inc. or Woods Road & I-10 Investments, Inc., for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

Development Ordinance means (i) for ETJ Property located in Fort Bend County, 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 or (ii) for ETJ Property located in Waller County, the Waller County Subdivision and Development Regulations as it exists on the date of this Agreement and attached to this Agreement as **Exhibit C**, 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.

ETJ Property means the approximate 100-foot wide strip of land owned by Developer that is located outside the City's current corporate limits or ETJ, as described on **Exhibit A**, which is intended to be added to the City's ETJ pursuant to this Agreement. A vicinity map of the ETJ Property is attached as **Exhibit A-1**. The ETJ Property shall also include any additional property now owned or hereafter acquired by the Developer that is contiguous to the "ETJ Property," and not in the City's corporate limits or City's ETJ or another city's corporate limits or extraterritorial jurisdiction upon (i) City consent, as provided in Section 2.04, to inclusion of the additional 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.

General Plan means the conceptual land use plan for the proposed development of the ETJ 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.

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, 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.

Substantial Development Activities means the subdivision of the ETJ 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 ETJ Property who does intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

ARTICLE II ETJ, PLATTING, AND MUNICIPAL UTILITY DISTRICTS

Section 2.01 Introduction. This Agreement applies only to the ETJ Property and to no other property now owned or hereafter acquired by the Developer, unless otherwise made applicable by Developer, as provided herein. 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 ETJ Property has not yet been developed. The Developer agrees to provide the General Plan, if and 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 ETJ Property shall reflect a plan of development in compliance with the requirements set forth in this Agreement.

Section 2.03 Extraterritorial Jurisdiction. Immediately preceding execution of this Agreement, the Developer agrees to submit to the City a petition requesting that the ETJ Property be added to the City's ETJ, and the City agrees to accept the petition and adopt a resolution adding the ETJ Property to the City's ETJ. The Parties acknowledge that execution of this Development Agreement, and the two other development agreements executed as of the same date between the City and Developer concerning other property owned by Developer, and the City's covenants and obligations contained herein, and in those certain development agreements described above, are the sole inducement for the Developer to petition for the ETJ Property to be added to the City's ETJ. The Parties acknowledge that execution of this Development Agreement and the Developer's covenants and obligations contained herein are the sole inducement for the City to consider the Developer's petition for the ETJ Property to be added to the City's ETJ.

Section 2.04 Adding Land To ETJ. The City agrees to consent to any and all Developer petitions, substantially in the form attached hereto as **Exhibit D**, requesting that property now owned or hereafter acquired by Developer that is not located in the corporate limits of the City or the City's ETJ, or the corporate limits or ETJ of another City, be added into the City's ETJ, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall be given within thirty (30) days of receipt of the petition. Following City consent, 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 ETJ Property subject to this Agreement, without further action of the City.

If the additional property added to the City's ETJ, and made subject to this Agreement, is located outside the outermost portion of the ETJ Property and would thereby extend any portion of the ETJ Property outward, the City agrees, upon Developer's request, to amend the ETJ Property description to include such additional property and to exclude, and release from its ETJ, the portion of the existing ETJ Property that is no longer needed to make the ETJ Property contiguous, so long as the ETJ Property remains at least 100 feet in width and the released ETJ Property does not become a part of the extraterritorial jurisdiction of another City as a result of the release. By way of illustration, if the developer acquires a two acre tract adjacent to, but outside of, the existing ETJ Property and requests that the outermost 100 feet of such two acre tract be added to the City's ETJ and included within the definition of ETJ Property, the outermost 100 feet of the two acre tract would be added to the City's ETJ, included within the definition of ETJ Property and made subject to this Agreement, and the City would release the existing ETJ Property adjacent to the two acre tract, so long as the released ETJ Property does not become a part of the extraterritorial jurisdiction of another City as a result of the release.

Section 2.05 Platting. The Developer shall be required to plat any subdivision of any parcel of the ETJ Property, other than any subdivision of the ETJ 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 no ordinance or regulation of the City, 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 E** 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 ETJ 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 2.06 Consent to De-annexation. The City acknowledges that portions of the ETJ Property lie within the boundaries of one or more Special Districts. The City agrees that any such Special District may de-annex any portion of the ETJ Property within the boundaries of a Special District without further action by the City.

Notwithstanding the foregoing, the City agrees to provide any additional documentation evidencing such consent to the removal or exclusion of land from a Special District as may be requested or required by the Developer or the Special District or regulatory authority having jurisdiction over the Special District.

**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 ETJ Property and certainty as to the regulatory requirements applicable to development of the ETJ Property throughout the development process. Feasibility of the development of the ETJ Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for the Developer's performance of the obligations under this Agreement to develop the ETJ 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 ETJ 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 ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced requirements of any kind, whether heretofore or hereafter adopted, apply to the development of the ETJ 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 ETJ 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. 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) The City and the Developer acknowledge that prior to this Agreement and the City's consent to inclusion of the ETJ Property into the City's ETJ, the City's standards for public improvements did not apply to the ETJ Property as the ETJ Property was not located within the City's corporate limits or ETJ. In exchange for Developer requesting inclusion of the ETJ Property into the City's ETJ, the City agrees that the Development Ordinance will continue to govern the ETJ Property and that the City's standards for public improvements are not applicable to the ETJ Property. As such, the City agrees that the plans and specifications for public improvements need only comply with the Development Ordinance. Prior to construction of any streets, drainage, water, and wastewater improvements within the ETJ 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 County and/or the Texas Department of Transportation for (i) proposed driveway access or (ii) public or private road connections to existing county or state roads or highways. No further action or approval by the City shall be required for the layout of such road facilities.

(c) The Developer may develop the ETJ 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 design and construction of the drainage system shall be consistent with the County's drainage criteria.

(e) The City will not charge impact fees on the ETJ 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 ETJ 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.

Section 3.07 Regional Mobility Improvements.

(a) The Developer acknowledges that regional mobility improvements, including major thoroughfares, will be needed to serve the ETJ Property (“Mobility Improvements”). Plans and specifications for Mobility Improvements constructed to serve the ETJ Property, which are located within the ETJ Property, shall be submitted to the City for review. Such plans and specifications shall be deemed approved by the City upon receipt of the plans and specifications. The City agrees that Mobility Improvements, or any part(s) thereof, constructed to serve the ETJ Property that are located outside the ETJ Property, and not located within the City’s corporate limits or ETJ, shall not be subject to City review.

(b) If the Developer is required to complete a traffic study for the ETJ 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 for the ETJ Property.

(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 portions of the ETJ Property may be located within the jurisdiction of the Fort Bend Subsidence District (“FBSD”). Although the ETJ Property is not currently subject to requirements to convert groundwater usage to surface water, the Parties agree that any obligations to meet 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 ETJ 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 ETJ 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 ETJ 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 E** attached hereto for the development of the ETJ Property. The City further agrees, upon Developer's request, to approve variances necessary to develop the ETJ 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
ADDITION, ANNEXATION, GUARANTEE OF ETJ PROPERTY, AND STRATEGIC
PARTNERSHIP AGREEMENT**

Section 4.01 Petition into Extraterritorial Jurisdiction/ Limited Purpose Annexation.

(a) In consideration for the City's commitments under this Agreement, the Developer has submitted or will submit a petition to the City to include the ETJ Property within the City's ETJ. The City agrees to accept the petition and adopt a resolution, consistent with the terms of this Agreement, adding the ETJ Property to the City's ETJ immediately preceding execution of this Agreement.

(b) To the extent allowed by law, at the request of the Developer or Special District, the City agrees to impose the City's sales and use tax within the ETJ Property, and, in such event, the City and the Developer, or Special District, shall share, on a fifty-fifty basis, the sales taxes collected within the ETJ Property, which sales taxes may be used 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 other regulatory entity having jurisdiction over the ETJ Property, in connection with the Developer or Special District's receipt of taxes from any other governmental entity to which Developer or Special District may now or hereafter be entitled to under the law.

Section 4.02 Annexation.

(a) The City agrees not to annex or attempt to annex into the corporate limits of the City, in whole or in part, (i) the ETJ 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.

(b) To the extent provided by law, the Developer agrees to petition the City to annex the portion(s) of the ETJ Property adjacent to a Special District upon the earlier of the following to occur: (i) the expiration of this Agreement or (ii) the Developer of the adjacent Special District has fully developed 100% of its acreage within such Special District, and 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.

Section 4.03 ETJ Guarantee. The City agrees not to release or attempt to release, in whole or in part, any of the ETJ 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 ETJ 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.

Section 4.04 Strategic Partnership Agreement.

(a) The Parties agree to take all steps necessary and convenient to enter into a strategic partnership agreement (the "Strategic Partnership Agreement"), substantially in the form attached hereto as **Exhibit F**, for the commercial property located at the southwest corner of I-10 and Woods Road (the "Commercial Property"). The development of the Commercial Property will be governed by the terms of this Agreement. As part of the Strategic Partnership Agreement, the City agrees not to annex all or part of the Special District(s), in which the Commercial Property is located, 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 the Commercial Property for the limited purpose of imposing a sales and use tax and not for any other purpose, including the application of any zoning or land use controls. In such event, the City and the Special District(s), in which the Commercial Property is located, shall share, on a fifty-fifty basis, the sales taxes collected within the Commercial Property. The City and the Special District(s) 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(s), or any regulatory entity having jurisdiction over the Commercial Property, to enable the Developer or Special District(s) to receive taxes from any other governmental entity to which Developer or Special District(s) may now or hereafter be entitled to under the law.

(b) 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 Commercial 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.

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 and/or Waller County, Texas, of any mortgage, deed of trust, or security agreement encumbering the ETJ 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 and/or Waller 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 ETJ 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 ETJ 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 ETJ 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 ETJ 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 ETJ 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 ETJ 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 ETJ 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 instances:

1. Failure by the Developer to petition the City for the inclusion of the ETJ Property into the ETJ of the City;
2. Failure to take action necessary and convenient to enter into a Strategic Partnership Agreement for the Commercial Property;
3. 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 ETJ 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 ETJ 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 ETJ Property that is inconsistent with the terms and conditions of this Agreement;

6. The withholding of plat approval, if applicable, for land within the ETJ 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 ETJ 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 ETJ 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 either Fort Bend County or Waller County, Texas, as applicable, 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 either Fort Bend County or Waller County, Texas, as applicable, 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 ETJ 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 ETJ Property and shall be binding on all future landowners and owners of any portion of the ETJ Property, other than Ultimate Consumers. A memorandum of this Agreement, in substantially the form attached hereto as **Exhibit G**, shall be recorded in the County Clerk Official Records of Fort Bend County and Waller 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 County Clerk Official Records of Fort Bend and Waller 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 ETJ Property, it shall provide prior written notice of such sale to the City. Any person who acquires the ETJ Property or any portion of the ETJ Property, except for an Ultimate Consumer, shall take the ETJ 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

Developer: Woods Road & I-10 Investments, Inc.
P.O. Box 649
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 either Fort Bend or Waller County, Texas, as applicable.

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, through Special Districts, to residents located within the property annexed by the City for limited-purposes, as provided herein. 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, and the property annexed for limited purposes, all of which facilities may become City-owned facilities through the annexation of the Special Districts. The Developer will provide construction of the above-mentioned facilities, at no cost to the City. The Developer has agreed to oversize facilities to serve other areas outside the ETJ 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 limited-purpose annexation 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: _____

WOODS ROAD & I-10 INVESTMENTS, INC., a Texas corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT LIST

- Exhibit A** Metes and Bounds of ETJ Property
- Exhibit A-1** Vicinity Map of the ETJ Property
- Exhibit B** Development Ordinance for ETJ Property located in Fort Bend County
- Exhibit C** Development Ordinance for ETJ Property located in Waller County
- Exhibit D** Form Petition Requesting Expansion and Extension of ETJ
- Exhibit E** Variances
- Exhibit F** Form Strategic Partnership Agreement
- Exhibit G** Memorandum of Development Agreement

EXHIBIT A
ETJ PROPERTY

TWINWOOD

DESCRIPTION OF 273 ACRES
100' STRIP OF LAND

Being 273 acres, more or less, of land situated in the Randolph Foster League, Abstract No. 27, William Cooper League, Abstract No. 20, Nathan Brookshire League, Abstract No. 16, H.H. Pennington Survey, Abstract No. 321, H. & T. C. R.R. Survey, Section 73, Abstract No. 154, T.S. Reese Survey, Abstract No. 330, Waller County, Texas and the Nathan Brookshire Survey, Abstract No. 14, Isaac N. Charles League, Abstract No. 17, Noel F. Roberts League, Abstract No. 79, Fort Bend County, Texas, more particularly being portions of that certain called 499.664 acre tract conveyed to Ralston-Cannon Ventures, Inc. by instrument of record in Volume 1114, Page 327, of the Official Public Records of Waller County, Texas (W.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in Volume 1330, Page 240, W.C.O.P.R., that certain called 482.947 acre tract conveyed to NBI Properties, Inc. by instrument of record in Volume 0989, Page 144, W.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in Volume 1330, Page 240, W.C.O.P.R., that certain called 993.533 acre tract conveyed to NBI Properties, Inc. by instrument of record in Volume 0989, Page 154, W.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in Volume 1330, Page 240, W.C.O.P.R., that certain called 82.3025 acre tract conveyed to Twinwood (U.S.), Inc. by instrument of record in Volume 1393, Page 101, W.C.O.P.R., that certain called 477.895 acre tract conveyed to NBI Properties, Inc. by instrument of record in File No. 2006146817, of the Official Public Records of Fort Bend County, Texas, (F.B.C.O.P.R.) and Volume 998, Page 753, W.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in Volume 1330, Page 240, W.C.O.P.R. and File No. 2012121483, F.B.C.O.P.R., that certain called 512.81 acre tract conveyed to NBI Properties, Inc. by instrument of record in Volume 1272, Page 838, W.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in Volume 1330, Page 240, W.C.O.P.R., that certain called 190.91 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1338, Page 389, W.C.O.P.R., that certain called 89.10 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 6.35 acre tract, of which $\frac{2}{3}$ undivided interest is conveyed to Woods Road & I-10 Investments, Inc. by instruments of record in Volume 1380, Pages 807 and 814, W.C.O.P.R., that certain called 372.8895 acre tract and certain called 349.8379 acre tract conveyed to Woods Road & I-10 Investments, Inc. in Volume 1293, Page 229, W.C.O.P.R., that

certain called 207.02 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1357, Page 274, W.C.O.P.R., that certain called 16.93 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 316.9155 acre tract conveyed to NBI Properties, Inc. by instrument of record in File No. 2006152865, 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 4.7581 acre tract conveyed to Twinwood (U.S.), inc. by instrument of record in File No. 2012072150, F.B.C.O.P.R., that certain called 167.996 acre tract conveyed to Hunt Road & Poole Hill Farms, Inc. by instrument of record in File No. 2006124567, 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 156.927 acre tract described as "Tract One" conveyed to Hunt Road & Poole Farms Inc. by instrument of record in File No. 2006140848, 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 235.82 acre tract conveyed to Hunt Road & Poole Hill Farms, Inc. by instrument of record in File No. 2007106146, 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 374.202 acre tract conveyed to Hunt Road & Poole Hill Farms, Inc. by instrument of record in File No. 2010122491, 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 10.000 acre tract, described as Tract Two and that certain called 4.995 acre tract, described as Tract One, conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2007099337, 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 28.886 acre tract conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2013083573, F.B.C.O.P.R., that certain called 31.70 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1419, Page 196, W.C.O.P.R., and that certain called 50.90 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in Volume 1419, Page 190, W.C.O.P.R., said 278 acres being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of the aforementioned 499.664 acre tract, said point being in the southerly right-of-way line of House Road;

Thence, Easterly, along the northerly line of said 499.664 acre tract and the southerly right-of-way line of said House Road, 11,556 feet, more or less, to a point for corner;

Thence, Northerly, crossing said House Road and along the westerly line of the aforementioned 482.947 acre tract, 3,240 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northeasterly, along a northwesterly line of said 482.947 acre tract, 1,159 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northwesterly, along a northwesterly line of said 482.947 acre tract, 655 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Easterly, along a northwesterly line of said 482.947 acre tract, 1,656 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northwesterly, along a northwesterly line of said 482.947 acre tract, 539 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northeasterly, along a northwesterly line of said 482.947 acre tract, 345 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northwesterly, along a northwesterly line of said 482.947 acre tract, 227 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northeasterly, along a northwesterly line of said 482.947 acre tract, 1,611 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Northwesterly, along a northwesterly line of said 482.947 acre tract, 576 feet, more or less, to a northwesterly corner of said 482.947 acre tract;

Thence, Easterly, along a northerly line of said 482.947 acre tract and a northerly line of said 993.533 acre tract, 3,597 feet, more or less, to a point for corner, the beginning of a curve, said point being at the approximate ETJ Line of Brookshire, defined as the land within one half mile of

273 acres

February 10, 2015
Job No. 7777-1000

the city, said ETJ described in Ordinance No. 70, an Ordinance of the City of Brookshire, Waller County, Texas;

Thence, Southeasterly, along the approximate ETJ Line of Brookshire, 1,477 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet to a point for corner, the beginning of a curve;

Thence, Southeasterly, along the approximate ETJ Line of Brookshire, 993 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet to a point for corner, the beginning of a curve;

Thence, Southeasterly along the approximate ETJ Line of Brookshire, 3,168 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet to a point for corner;

Thence, Easterly, along the approximate ETJ Line of Brookshire, 2,004 feet, more or less, to a point for corner, said point being on an east line of said 993.533 acre tract;

Thence, Southerly, along an easterly line of said 993.533 acre tract, 67 feet, more or less, to an easterly corner of said 993.533 acre tract;

Thence, Easterly, along a easterly line of said 993.533 acre tract, 44 feet, more or less, to an easterly corner of said 993.533 acre tract;

Thence, Southerly, along an easterly line of said 993.533 acre tract 584 feet, more or less, to the most westerly northwest corner of aforementioned 82.3025 acre tract;

Thence, Easterly, along a north line of said 82.3025 acre tract, 1,954 feet, more or less, to an interior corner of said 82.3025 acre tract;

Thence, Northerly, along a west line of said 82.3025 acre tract, 546 feet, more or less, to the most northerly northwest corner of said 82.3025 acre tract;

Thence, Easterly, along a north line of said 82.3025 acre tract, 303 feet, more or less, to the most northerly northeast corner of said 82.3025 acre tract;

Thence, Southeasterly, along a north line of said 82.3025 acre tract, 30 feet, more or less, to the most easterly northeast corner of said 82.3025 acre tract;

Thence, Northerly, crossing F.M. Highway 359, 162 feet, more or less, to a point for corner, said point being on a southwesterly line of the aforementioned 512.81 acre tract and the northeasterly right-of-way line of said F.M. Highway 359, the beginning of a curve;

Thence, Northwesterly, along a southwesterly line of said 512.81 acre tract and the northeasterly right-of-way line of said F.M. Highway 359, 187 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2960.16 feet, to a point for corner on a southwesterly line of said 512.81 acre tract and the northeasterly right-of-way line of said F.M. Highway 359;

Thence, Northwesterly, along a southwesterly line of said 512.81 acre tract and the northeasterly right-of-way line of said F.M. Highway 359, 633 feet, more or less, to a point for corner at the approximate ETJ Line of Brookshire, the beginning of a curve;

Thence, Northeasterly, along the approximate ETJ Line of Brookshire, 2,292 feet, more or less along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, to a point for corner;

Thence, Northerly, along the approximate ETJ Line of Brookshire, 2,348 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northerly along the approximate ETJ Line of Brookshire, 372 feet, more or less, along the arc of a tangent curve to the left, having a radius of 2,640.00 feet, to a point for corner, the beginning of a curve;

Thence, Northeasterly, along the approximate ETJ Line of Brookshire, 1,655 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, to a point for corner, the beginning of a curve;

Thence, Northeasterly, along the approximate ETJ Line of Brookshire, 3,961 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, to a point for corner, the beginning of a curve;

Thence, Northeasterly, along the approximate ETJ Line of Brookshire, 746 feet along the arc of a non-tangent curve to the left, having a radius of 2,640.00 to a point for corner, said point being on the northerly line of the aforementioned 207.02 acre tract and the southerly right-of-way line of Interstate Highway 10;

Thence, Easterly, along the northerly line of said 207.02 acre tract and the southerly right-of-way line of said Interstate Highway 10, 2,065 feet, more or less, to a northeasterly corner of said 207.02 acre tract, the beginning of a curve;

Thence, Southeasterly, along a northeasterly line of said 207.02 acre tract and the southerly line of said Interstate Highway 10, 291 feet, more or less, along the arc of a tangent curve to the right, having a radius of 532.96 feet, to a northeasterly corner of said 207.02 acre tract;

Thence, Southeasterly, along a northeasterly line of said 207.02 acre tract and the southerly right-of-way line of said Interstate Highway 10, 464 feet, more or less, to a northeasterly corner of said 207.02 acre tract, the beginning of a curve;

Thence, Southeasterly, along a northeasterly line of said 207.02 acre tract and the southerly right-of-way line of said Interstate Highway 10, 396 feet, more or less, along the arc of a tangent curve to the left, having a radius of 612.96 feet, to a point for corner, said point being at the approximate ETJ Line of Houston, defined by the City of Houston Planning & Development Department GIS Services Division with map dated September 2010;

Thence, Southerly, departing the southerly right-of-way line of said Interstate Highway I-10, along a westerly line of said approximate Houston ETJ line, 908 feet, more or less, to an easterly corner of said 207.02 acre tract, the beginning of a curve;

Thence, Northwesterly, departing said west line, 948 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,961 feet, to a southeasterly corner of said 207.02 acre tract;

Thence, Southerly, along a southeasterly line of said 207.02 acre tract, 1,073 feet, more or less, to the southeasterly corner of said 207.02 acre tract, said point being on the northerly line of the aforementioned 372.8895 acre tract;

Thence, Northeasterly, along a northerly line of said 372.8895 acre tract, 56 feet, more or less, to a northerly corner of said 372.8895 acre tract;

Thence, Easterly, along a northerly line of said 372.8895 acre tract, 1,036 feet, more or less, to the northeasterly corner of said 372.8895 acre tract, said point being on the westerly right-of-way line of said Woods Road, the beginning of a curve;

Thence, Southerly, along an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 209 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 1,105.92 feet, to an easterly corner of said 372.8895 acre tract;

Thence, Southerly, along an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 249 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Southerly, along an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 362 feet, more or less, along the arc of a tangent curve to the left, having a radius of 1,185.92 feet, to an easterly corner of said 372.8895 acre tract;

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Thence, Southerly, along an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 2,007 feet, more or less, to the southeasterly corner of said 372.8895 acre tract, and in the northerly line of the aforementioned 6.35 acre tract;

Thence, Easterly, departing the westerly right-of-way line of said Woods Road along the north line of said 6.35 acre tract, 40 feet, more or less to the northeasterly corner of said 6.35 acre tract;

Thence, Southerly, along the easterly line of said 6.35 acre tract, 23 feet, more or less, to the southeasterly corner or said 6.35 acre tract;

Thence, Westerly, along the southerly line of said 6.35 acre tract, 3,772 feet, more or less, to a northerly corner of the aforementioned 89.10 acre tract;

Thence, Southerly, along a northwesterly line of said 89.10 acre tract, 200 feet, more or less to an interior corner of said 89.10 acre tract;

Thence, Easterly, along a northerly line of said 89.10 acre tract, 3,772 feet, more or less, to the most easterly northeast corner of said 89.10 acre tract;

Thence, Southerly, along the easterly lines of said 89.10 acre tract, said 16.93 acre tract, and said 190.91 acre tract, 1,688 feet, more or less, to the southeasterly corner of the said 190.91 acre tract;

Thence, Westerly, along the southerly line of said 190.91 acre tract, 964 feet, more or less, to the most northerly northeast corner of the aforementioned 512.81 acre tract;

Thence, Southerly, along an easterly line of said 512.81 acre tract, 956 feet, more or less, to a northeasterly corner of said 512.81 acre tract;

Thence, Easterly, along a northeasterly line of said 512.81 acre tract, 918 feet, more or less, to the most easterly northeast corner of said 190.91 acre tract;

Thence, Southerly, 846 feet, more or less, to the most easterly southeast corner of said 512.81 acre tract;

Thence, Southwesterly, along the southeasterly line of said 512.81 acre tract and crossing said F.M. Highway 359, 6,549 feet, more or less, to a point for corner, said point being on a northeasterly line of the aforementioned 477.895 acre tract;

Thence, Southeasterly, along a northeasterly line of said 477.895 acre tract and the southwesterly right-of-way line of said F.M. Highway 359, 1,042 feet, more or less, to an easterly corner of said 477.895 acre tract, the beginning of a curve;

Thence, Southeasterly, continuing along a northeasterly line of said 477.895 acre tract and the southwesterly right-of-way line of said F.M. Highway 359, 423 feet, more or less, along the arc of a tangent curve to the right, having a radius of 11,680.86 feet, to an easterly corner of said 477.895 acre tract;

Thence, Southeasterly, continuing along a northeasterly line of said 477.895 acre tract and the southwesterly right-of-way line of said F.M. Highway 359, 102 feet, more or less, to the southeasterly corner of said 477.895 acre tract;

Thence, Westerly, along the southerly line of said 477.895 acre tract, 4,426 feet, more or less to the most northerly northeast corner of the aforementioned 316.9155 acre tract;

Thence, Southerly, along an easterly line of said 316.9155 acre tract, 841 feet, more or less, to an easterly corner of said 316.9155 acre tract;

Thence, Easterly, along an easterly line of said 316.9155 acre tract, 336 feet, more or less, to the more easterly northeast corner of said 316.9155 acre tract;

Thence, Southerly, along an easterly line of said 316.9155 acre tract, 1,637 feet, more or less, to the southeasterly corner of said 316.9155 acre tract, said point being in the right-of-way of Chippendale Road;

Thence, Westerly, along the southerly line of said 316.9155 acre tract, 2,917 feet, more or less, to a point for corner;

Thence, Southerly, crossing Pecan Hill Drive and then along the east line of said 4.7581 acre tract, 595 feet, more or less to the southeasterly corner of said 4.7581 acre tract, said point being on a northerly line of the aforementioned 167.996 acre tract;

Thence, Easterly, along the northerly line of said 167.996 acre tract, 624 feet, more or less, to the most northerly northeast corner of said 167.996 acre tract;

Thence, Southerly, along the easterly line of said 167.996 acre tract, 2,335 feet, more or less, to an interior corner of said 167.996 acre tract;

Thence, Easterly, along the northerly line of said 167.996 acre tract, 3,445 feet, more or less, to the most easterly northeast corner of said 167.996 acre tract, said point being in the westerly right-of-way line of Pool Hill Road;

Thence, Southerly, along the most easterly line of said 167.996 acre tract and the westerly right-of-way line of said Pool Hill Road, 1,122 feet, more or less, to the southeasterly corner of said 167.996 acre tract, said point being in the northerly right-of-way line of Hunt Road;

Thence, Southerly, crossing Hunt Road, 91 feet, more or less, to the northeasterly corner of the aforementioned 156.927 acre tract;

Thence, Southerly, along the easterly line of said 156.927 acre tract and the westerly right-of-way line of said Pool Hill Road, 850 feet, more or less, to the southeasterly corner of said 156.927 acre tract and the northeasterly corner of the aforementioned 235.85 acre tract;

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Thence, Southerly, along the easterly line of said 235.85 acre tract and the westerly right-of-way line of said Pool Hill Road, 837 feet, more or less, to a southeasterly corner of said 235.85 acre tract;

Thence, Westerly, along a southerly line of said 235.85 acre tract, 2,933 feet, more or less, to an interior corner of said 235.85 acre tract;

Thence, Southerly, along an easterly line of said 235.85 acre tract, 1,040 feet, more or less, to the most southerly southeast corner of said 235.82 acre tract, said point being on the northerly line of the aforementioned 374.202 acre tract;

Thence, Easterly, along the northerly line of said 374.202 acre tract, 2,968 feet, more or less, to the northeasterly corner of said 374.202 acre tract, said point being in the right-of-way of Pool Hill Road;

Thence, Southerly, along the most easterly line of said 374.202 acre, 1,690 feet, more or less, to the southeasterly corner of said 374.202 acre tract;

Thence, Westerly along the southerly line of said 374.202 acre tract, 3,845 feet, more or less, to the northeasterly corner of the aforementioned 10.000 acre tract;

Thence, Southerly, along the easterly line of said 10.000 acre tract, 1,372 feet, more or less, to the northwesterly corner of the aforementioned 4.995 acre tract;

Thence, Easterly, along the northerly line of said 4.995 acre tract, 800 feet, more or less, to the northeasterly corner of said 4.995 acre tract, said point being on the westerly right-of-way line of Hannibal Road;

Thence, Southerly, along the easterly line of said 4.995 acre tract and the westerly right-of-way line of said Hannibal Road, 272 feet, more of less, to the southeasterly corner of said 4.995 acre tract, said point being a corner of said Hannibal Road;

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Thence, Westerly, along the southerly lines of said 4.995 acre tract and said 10.000 acre tract and the northerly right-of-way line of said Hannibal Road, 946 feet, more or less, to a point for corner;

Thence, Southerly, crossing Hannibal Road and along the easterly line of the aforementioned 28.886 acre tract, 1,294 feet, more or less, to the southeasterly line of said 28.886 acre tract;

Thence, Westerly, along the southerly line of said 28.886 acre tract, 100 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 28.886 acre tract, 1,394 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly lines of the aforementioned 4.995 acre tract and the aforementioned 10.000 acre tract and the northerly right-of-way line of said Hannibal Road, 946 feet, more or less, to a point for corner;

Thence, Northerly, 100 westerly of and parallel to the easterly line of said 4.995 acre tract and the westerly right-of-way line of said Hannibal Road, 72 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of said 4.995 acre tract, 800 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 10.000 acre tract, 1,573 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of the aforementioned 374.202 acre tract, 3,842 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 374.202 acre tract 1,491 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of said 374.202 acre tract, 2,968 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of the aforementioned 235.85 acre tract, 1,233 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of said 235.85 acre tract, 2,936 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the most easterly line of said 235.85 acre tract and the westerly right-of-way line of said Pool Hill Road, 742 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the most easterly line of the aforementioned 156.927 acre tract and the westerly right-of-way line of said Pool Hill Road, 843 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the westerly right-of-way line of Pool Hill Road, 92 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of the aforementioned 167.996 acre tract, 1,027 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 167.996 acre tract, 3,445 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 167.996 acre tract, 2,336 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 167.996 acre tract, 621 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of the aforementioned 4.7581 acre tract, crossing Pecan Hill Drive, 794 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of the aforementioned 316.9155 acre tract, 2,911 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 316.9155 acre tract, 1,456 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 316.9155 acre tract, 344 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 316.9155 acre tract, 1,037 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of the aforementioned 477.895 acre tract, 4,355 feet, more or less, to a point for corner;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeasterly line of said 477.895 acre tract and the southwesterly right-of-way line of said F.M. Highway 359, 348 feet, more or less, feet along the arc of a non-tangent curve to the left, having a radius of 11,580.05 feet, to a point for corner;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeasterly line of said 477.895 acre tract and the southwesterly right-of-way line of said F.M. Highway 359, 1,163 feet, more or less, to a point for corner;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the southeasterly line of the aforementioned 512.81 acre tract, 6,603 feet, more or less, to a point for corner;

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Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 512.81 acre tract, 680 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to an easterly line of said 512.81 acre tract, 918 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 512.81 acre tract, 1,156 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of the aforementioned 190.91 acre tract, 964 feet to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 190.91 acre tract, said 16.93 acre tract, and said 89.10 acre tract, 1,488 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of the aforementioned 89.10 acre tract, 3,772 feet, more or less, to a point for corner;

Thence, Northerly 100 feet westerly of and parallel to a northerly line of said 89.10 acre tract, 400 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of the aforementioned 6.35 acre tract, 3,732 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of the aforementioned 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 1,931 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 393 feet, more or less, along the arc of a tangent curve to the right, having a radius of 1,285.92 feet, to a point for corner;

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Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 249 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 372.8895 acre tract and the westerly right-of-way line of said Woods Road, 80 feet, more or less, along the arc of a tangent curve to the left, having a radius of 1,005.92 feet, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 372.8895 acre tract, 897 feet, more or less, to a point for corner;

Thence, Southwesterly, 100 feet southeasterly of and parallel to a northerly line of said 372.8895 acre tract, 192 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of the aforementioned 207.02 acre tract, 1,379 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of said 207.02 acre tract, 956 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,950.00 feet, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to a westerly line of aforesaid Houston ETJ Line, 718 feet, more or less, to a point for corner;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeasterly line of said 207.02 acre tract and a southerly right-of-way line of said Interstate Highway 10, 363 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 712.89 feet, to a point for corner;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeasterly line of said 207.02 acre tract and a southerly right-of-way line of said Interstate Highway 10, 464 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeasterly line of said 207.02 acre tract and a southerly right-of-way line of said Interstate Highway 10, 236 feet, more or less, along the arc of a tangent curve to the left, having a radius of 432.96 feet, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 207.02 acre tract and a southerly right-of-way line of said Interstate Highway 10, 1,995 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Southwesterly, 100 feet southeasterly of and parallel to the approximate Brookshire ETJ Line, 656 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner, the beginning of a curve;

Thence, Southwesterly, 100 feet southeasterly of and parallel to the approximate Brookshire ETJ Line, 4,028 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner, the beginning of a curve;

Thence, Southwesterly, 100 feet southeasterly of and parallel to the approximate Brookshire ETJ Line 1,592 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner, the beginning of a curve;

Thence, Southerly, 100 feet easterly of and parallel to the approximate Brookshire ETJ Line 296 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the approximate Brookshire ETJ Line, 2,348 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Southwesterly, 100 feet southeasterly of and parallel to the approximate Brookshire ETJ Line, 2,277 feet along the arc of a tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner;

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Thence, Southeasterly, 100 feet northeasterly of and parallel to the southwesterly line of the aforementioned 512.81 acre tract and the northeasterly line of aforementioned F.M. Highway 359, 533 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Southeasterly, 100 feet northeasterly of and parallel to the southwesterly line of said 512.81 acre tract, 229 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 3,060.16 feet, to a point for corner;

Thence, Southerly, crossing F.M. Highway 359, 100 feet easterly of and parallel to the east line of the aforementioned 82.3025 acre tract, 528 feet, more or less, to a point for corner;

Thence, Northwesterly, 100 feet southwesterly of and parallel to a northeast line of said 82.3025 acre tract, 307 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a north line of said 82.3025 acre tract, 149 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel with a west line of said 82.3025 acre tract, 548 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a north line of said 82.3025 acre tract, 2170 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of the aforementioned 993.533 acre tract, 587 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to an easterly line of said 993.533 acre tract, 24 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 993.533 acre tract, 62 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the approximate Brookshire ETJ Line, 1,909 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northwesterly, 100 feet southwesterly of and parallel to the approximate Brookshire ETJ Line, 3,245 feet along the arc of a tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner, the beginning of a curve;

Thence, Northwesterly, 100 feet southwesterly of and parallel to the approximate Brookshire ETJ Line, 948 feet along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner, the beginning of a curve;

Thence, Northwesterly, 100 feet southwesterly of and parallel to the approximate Brookshire ETJ Line, 1,465 feet, more or less along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of the aforementioned 482.947 acre tract and the aforementioned 993.533 acre tract, 3,396 feet, more or less, to a point for corner;

Thence, Southeasterly, 100 feet northeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 546 feet to a point for corner;

Thence, Southwesterly, 100 feet southeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 1,626 feet, more or less, to a point for corner;

Thence, Southeasterly, 100 feet northeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 204 feet, more or less, to a point for corner;

Thence, Southwesterly, 100 feet southeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 342 feet, more of less, to a point for corner;

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Thence, Southeasterly, 100 feet northeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 590 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northwesterly line of said 482.947 acre tract, 1,692 feet, more or less, to a point for corner;

Thence, Southeasterly, 100 feet northeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 598 feet, more or less, to a point for corner;

Thence, Southwesterly, 100 feet southeasterly of and parallel to a northwesterly line of said 482.947 acre tract, 1,204 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 482.947 acre tract, 3,254 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of the aforementioned 499.664 acre tract and the southerly line of said House Road, 11,556 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 499.664 acre tract, 1,524 feet, more or less, to a point for corner, in the south line of said 499.664 acre tract;

Thence, Westerly, along the southerly line of said 499.664 acre tract, 100 feet, more or less, to the southwest corner of said 499.664 acre tract;

Thence Northerly, along the westerly line of said 499.664 acre tract, 1611 feet, more or less, to the POINT OF BEGINNING and containing 273 acres of land, more or less.

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

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“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

DESCRIPTION OF
145 ACRES
100' STRIP OF LAND

Being 145 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 5.000 acre tract, conveyed to Twinwood (U.S.), Inc. as conveyed in File No. 2006108996, of the Fort Bend County Official Public Records (F.B.C.O.P.R.), that certain called 4.9862 acre tract, conveyed to Twinwood (U.S.), Inc. as conveyed in File No. 2006121124, F.B.C.O.P.R., that certain called 26.28 acre tract conveyed to Twinwood (U.S.), Inc., by instrument of record in File No. 2014024109, F.B.C.O.P.R., that certain called 11.1752 acre tract, described as Tract I, conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2007023698, 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 45.40 acre tract, described as Tract 1, conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2007001713, 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 41.98 acre tract, described as Tract 2, conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2007004160, 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 200.2961 acre tract, described as Tract II, conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2007023698, 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 172.658 acre tract conveyed to 471 Pearson Farms, Inc. by instrument of record in File No. 2006146530, 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 471.04 acre tract conveyed to 471 Pearson Farms, Inc. by instrument of record in File No. 2006102364, 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 49.071 acre tract conveyed to 471 Pearson Farms, Inc. by instrument of record in File No. 2008047777, 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., Farm to Market Road 1489 (FM 1489), that certain called 34.8399 acre tract conveyed to Twinwood (U.S.), Inc. by

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instrument of record in File No. 9145921, F.B.C.O.P.R., that certain called 100.236 acre tract conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 9403428, F.B.C.O.P.R., that certain called 200.343 acre tract, described as Tract 1B, conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2007046885, F.B.C.O.P.R., as described in Volume 1065, Page 67, F.B.C.O.P.R., and that certain called 566.003 acre tract, described as Tract 1A, conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2007046885, F.B.C.O.P.R., as described in Volume 1010, Page 353, F.B.C.O.P.R., that certain called 162.7229 acre tract conveyed to Twinwood (U.S.), Inc. by instrument of record in File No. 2014106562, F.B.C.O.P.R., said 145 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the east line of said 5.000 acre tract, and the approximate ETJ Line of Simonton;

Thence, Southerly, along the easterly line of said 5.000 acre tract, and the easterly line of aforesaid 4.9862 acre tract, 314 feet, more or less, to the southeasterly corner of said 4.9862 acre tract;

Thence, Westerly, along the southerly line of said 4.9862 acre tract, 687 feet, more or less, to the northeasterly corner of aforesaid 26.28 acre tract;

Thence, Southerly, along the easterly line of said 26.28 acre tract, 943 feet, more or less, to the southeasterly corner of said 26.28 acre tract, in the northerly line of aforesaid 11.1752 acre tract;

Thence, Easterly, along the northerly line of said 11.1752 acre tract, 686 feet, more or less, to the northeasterly corner of said 11.1752 acre tract;

Thence Southerly, along the easterly line of said 11.1752 acre tract, an easterly line of aforesaid 45.40 acre tract, and an easterly line of aforesaid 41.98 acre tract, 538 feet, more or less, to the most easterly southeast corner of said 41.98 acre tract;

Thence, Westerly, a southerly line of said 41.98 acre tract, 207 feet, more or less, to an easterly interior corner of said 41.98 acre tract;

Thence, Southerly, along an easterly line of said 41.98 acre tract, 4,322 feet, more or less, to the southeasterly corner of said 41.98 acre tract;

Thence, Southwesterly, along the southerly line of said 41.98 acre tract, 537 feet, more or less, to the southwesterly corner of said 41.98 acre tract and the southeasterly corner of the aforementioned 45.40 acre tract;

Thence, Southwesterly, along the southerly line of said 45.40 acre tract, 477 feet, more or less, to the southwesterly corner of said 45.40 acre tract;

Thence, Northerly, along the westerly line of said 45.40 acre tract, 27 feet, more or less, to the southeasterly corner of said 200.2961 acre tract;

Thence, Southwesterly, along the southerly line of said 200.2961 acre tract, 1,607 feet, more or less, to the southwesterly corner of said 200.2961 acre tract, said point also being in the easterly right-of-way line of aforementioned FM 1489;

Thence, Southwesterly, crossing said FM 1489, 350 feet, more or less, to the southeasterly corner of the aforementioned 172.658 acre tract;

Thence, Southwesterly, along the southerly line of said 172.658 acre tract, 1,771 feet, more or less, to the southwesterly corner of said 172.658 acre tract, said point being on the easterly line of the aforementioned 471.04 acre tract;

Thence, Southerly, along the easterly line of said 471.04 acre tract, 41 feet, more or less, to the southeasterly corner of said 471.04 acre tract;

Thence, Southwesterly, along the southerly line of said 471.04 acre tract, 6,732 feet, more or less to the most southerly corner of said 471.04 acre tract;

Thence, Northwesterly, along the southerly line of said 471.04 acre tract; 1,143 feet, more or less, to the southwesterly corner of said 471.04 acre tract;

Thence, Northerly, along a westerly line of said 471.04 acre tract, 2,800 feet, more or less, to a northwesterly corner of said 471.04 acre tract;

Thence, Easterly, along a northerly line of said 471.04 acre tract, 2,912 feet, more or less, to a northwesterly interior corner of said 471.04 acre tract;

Thence, Northerly, along the westerly line of said 471.04 acre tract and the westerly line of the aforementioned 49.071 acre tract, 2,676 feet, more or less, to the northwesterly corner of said 49.071 acre tract;

Thence, Easterly, along the northerly line of said 49.071 acre tract, 4,056 feet, more or less, to a point for corner, said point being on a westerly line of the aforementioned 172.658 acre tract;

Thence, Northerly, along a westerly line of said 172.658 acre tract, 2,423 feet, more or less, to a northwesterly corner of said 172.658 acre tract;

Thence, Easterly, along a northerly line of said 172.658 acre tract, 624 feet, more or less, to a northerly interior corner of said 172.658 acre tract;

Thence, Northerly, along a northwesterly line of said 172.658 acre tract, 475 feet, more or less, to a northwesterly corner of said 172.658 acre tract;

Thence, Easterly, along the most northerly line of said 172.658 acre tract and crossing said FM 1489, 984 feet, more or less, to a point for corner, said point being on the westerly line of the aforementioned 200.2961 acre tract and on the easterly right-of-way line of said FM 1489;

Thence, Northerly, along the westerly line of said 200.2961 acre tract, 1,340 feet, more or less, to the northwesterly corner of said 200.2961 acre tract;

Thence, Easterly, along the northerly line of said 200.2961 acre tract, 1,558 feet, more or less, to the northeasterly corner of said 200.2961 acre tract, said point being on the westerly line of the aforementioned 11.1752 acre tract;

Thence, Northerly, along the westerly line of said 11.1752 acre tract, 299 feet, more or less, to the northwesterly corner of said 11.1752 acre tract, said point being in a southerly line of aforementioned 26.28 acre tract;

Thence, Westerly, along a southerly line of said 26.28 acre tract, 893 feet, more or less, to the most southerly southwesterly corner of said 26.28 acre tract;

Thence, Northerly, along a westerly line of said 26.28 acre tract, 429 feet, more or less, to an interior corner of said 26.28 acre tract;

Thence, Westerly, along a southerly line of said 26.28 acre tract, and crossing FM 1489, 755 feet, more or less, for a point for corner, said point being in the east line of aforementioned 34.8399 acre tract and the westerly right-of-way line of said FM 1489;

Thence, Southerly, along the easterly line of said 34.8399 acre tract and the westerly right-of-way line of said FM 1489, 684 feet, more or less, to the southeasterly corner of said 34.8399 acre tract;

Thence, Westerly, along the southerly line of said 34.3899 acre tract, 1,539 feet, more or less, the southwesterly corner of said 34.3899 acre tract, said point being on the easterly line of the aforementioned 100.236 acre tract;

Thence, Southerly, along the easterly line of said 100.236 acre tract, 497 feet, more or less, to the southeasterly corner of said 100.236 acre tract;

Thence, Westerly, along the southerly line of said 100.236 acre tract, 4,061 feet, more or less, to the southwesterly corner of said 100.236 acre tract;

Thence, Northerly, along the westerly line of said 100.236 acre tract, 120 feet, more or less, to the southeasterly corner of the aforementioned 200.343 acre tract;

Thence, Westerly, along the southerly line of said 200.343 acre tract, 2,924 feet, more or less, to the southwesterly corner of said 200.343 acre tract;

Thence, Northerly, along the westerly line of said 200.343 acre tract, 2,972 feet, more or less, to the northwesterly corner of said 200.343 acre tract;

Thence, Easterly, along the northerly line of said 200.343 acre tract, 2,928 feet, more or less, to the northeasterly corner of said 200.343 acre tract, said point being on the westerly line of the aforementioned 566.003 acre tract;

Thence, Northerly, along the westerly line of said 566.003 acre tract, 843 feet, more or less, to the southeasterly corner of aforementioned 162.7229 acre tract;

Thence, Westerly, along the southerly line of said 162.7229 acre tract, 2922 feet, more or less, to the southwesterly corner of said 162.7229 acre tract;

Thence, Northerly, along the westerly line of said 162.7229 acre tract, 1295 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton;

Thence, Easterly, along the approximate ETJ Line of Simonton, 101 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 162.7229 acre tract, 1205 feet, more or less, to a point for corner;

Thence, Easterly 100 feet northerly of and parallel to the southerly line of said 162.7229 acre tract, 2922 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 566.003 acre tract, 1043 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of said 200.343 acre tract, 2,929 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 200.343 acre tract, 2,773 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of said 200.343 acre tract, 2,917 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel with the easterly line of said 200.343 acre tract and the westerly line of the aforementioned 100.236 acre tract, 120 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of said 100.236 acre tract, 3,868 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 100.236 acre tract, 497 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of the aforementioned 34.8399 acre tract, 1,539 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 34.8399 acre tract, 684 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of aforementioned 26.28 acre tract, 955 feet, more or less to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to a westerly line of said 26.28 acre tract, 429 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of said 26.28 acre tract, 893 feet, more or less, to a point for corner;

Thence Southerly, 100 feet easterly of and parallel to a westerly line of aforementioned 11.1752 acre tract, 499 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of the aforementioned 200.2961 acre tract, 1,559 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 200.2961 acre tract, 1,339 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of the aforementioned 172.658 acre tract, 983 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to a northwesterly line of said 172.658 acre tract, 475 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northwesterly line of said 172.658 acre tract, 624 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 172.658 acre tract, 2,423 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of the aforementioned 49.071 acre tract, 4,056 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 49.071 acre tract and a westerly line of the aforementioned 471.04 acre tract, 2,674 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 471.04 acre tract, 2,913 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to a westerly line of said 471.04 acre tract, 2,624 feet, more or less, to a point for corner;

Thence, Southeasterly, 100 feet northeasterly of and parallel to the southerly line of said 471.04 acre tract, 1,044 feet, more or less, to a point for corner;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the southerly line of said 471.04 acre tract, the southerly line of the aforementioned 172.658 acre tract, the southerly line of the aforementioned 200.2961 acre tract, the southerly line of the aforementioned 45.40 acre tract, and the southerly line of the aforementioned 41.98 acre tract, 11,503 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 41.98 acre tract, 4,383 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to a southerly line of said 41.98 acre tract, 207 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 11.1752 acre tract, 339 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel to the northerly line of said 11.1752 acre tract, 686 feet, more or less, to a point for corner;

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Thence, Northerly, 100 feet westerly of and parallel to the easterly line of aforementioned 26.28 acre tract, 1142 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of aforementioned 4.9862 acre tract, 687 feet, more or less, to a point for corner,

Thence Northerly, 100 feet westerly of and parallel to the easterly line of said 4.9862 acre tract, and the easterly line of aforesaid 5.000 acre tract, 257 feet, more or less, to a point for corner, the beginning of a curve, in the approximate ETJ Line of Simonton;

Thence Southeasterly, along the approximate ETJ Line of Simonton, 109 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2640 feet to the POINT OF BEGINNING and containing 145 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.

July 18, 2014
Job No. 7777-1000

TWINWOOD
DESCRIPTION OF
35.0 ACRES
100' STRIP OF LAND

Being 35.0 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79, Fort Bend County, Texas, more particularly being portions of that certain called 360.3145 acre tract conveyed to Ash Road Cattle Co., Inc. by instrument of record in File No. 2006100983 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 9.32 acre tract conveyed to Riverbank Investments, Inc. by instrument of record in File No. 2006104798, 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 52.71 acre tract conveyed to Riverbank Investments, 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., said 35.0 acres being more particularly described by metes and bounds as follows:

COMMENCING at 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 the POINT OF BEGINNING of the herein described tract, said point located at the approximate ETJ line of Simonton;

Thence, Southerly, continuing along the easterly line of said 360.3145 acre tract, 6,388 feet, more or less, to the southeasterly corner of said 360.3145 acre tract;

Thence, Westerly, along the southerly line of said 360.3145 acre tract, 375 feet, more or less, to a southerly corner of said 360.3145 acre tract;

Thence, Northwesterly, along the southerly line of said 360.3145 acre tract, 1,525 feet, more or less, to a southerly corner of said 360.3145 acre tract;

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Thence, Southwesterly, along the southerly line of said 360.3145 acre, 344 feet, more or less, to the southwesterly corner of said 360.3145 acre tract, said point being on the easterly line of the aforementioned 9.32 acre tract;

Thence, Southerly, along the easterly line of said 9.32 acre tract, 97 feet, more or less, to the southeasterly corner of said 9.32 acre tract;

Thence, Southwesterly, along the southeasterly line of said 9.32 acre tract, 423 feet, more or less, to a southerly corner of said 9.32 acre tract;

Thence, Westerly, along the southerly line of said 9.32 acre tract, 422 feet, more or less, to the southwesterly corner of said 9.32 acre tract, said point being on the easterly line of the aforementioned 52.71 acre tract;

Thence, Southerly, along the easterly line of said 52.71 acre tract, 632 feet, more or less to the southeasterly corner of said 52.71 acre tract;

Thence, Southwesterly, along the southeasterly line of said 52.71 acre tract, 1,295 feet, more or less, to the most southerly corner of said 52.71 acre tract;

Thence, Northerly, along the westerly line of said 52.71 acre tract, 4,235 feet, more or less, to a point for corner, said point being at the approximate ETJ line of Simonton;

Thence, Easterly, departing the westerly line of said 52.71 acre tract and along the approximate ETJ Line of Simonton, 100 feet, more or less, to a point for corner;

Thence, Southerly, 100 feet easterly of and parallel to the westerly line of said 52.71 acre tract, 3,835 feet, more or less, to a point for corner;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the southeasterly line of said 52.71 acre tract, 871 feet, more or less, to a point for corner;

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Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 52.71 acre tract, 703 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of said 9.32 acre tract, 484 feet, more or less, to a point for corner;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the southwesterly line of said 9.32 acre tract, 350 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 9.32 acre tract and the westerly line of said 360.3145 acre tract, 114 feet, more or less, to a point for corner;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the southerly line of said 360.3145 acre tract, 443 feet, more or less, to a point for corner

Thence, Southeasterly, 100 feet northeasterly of and parallel to the southerly line of said 360.3145 acre tract, 1,597 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to the southerly line of said 360.3145 acre tract, 197 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to the easterly line of said 360.3145 acre tract, 6,200 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, Northeasterly, along the approximate ETJ Line of Simonton, 134 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet to the POINT OF BEGINNING and containing 35.0 acres of land.

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

35.0 Acres

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“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
DESCRIPTION OF
11.3 ACRES
100' STRIP OF LAND

Being 11.3 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79 Fort Bend County, Texas, more particularly being a portion of that certain called 43.348 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006109294 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 11.3 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northwesterly corner of said 43.348 acre tract, the northeasterly corner of that certain called 647.182 acre tract, described as Tract A, conveyed to Mullins Ranch, Inc. by instrument of record in File No. 200075498, F.B.C.O.P.R., said point being at the approximate ETJ Line of Simonton;

Thence, Easterly, along the northerly line of said 43.348 acre tract, 2,132 feet, more or less to the northeasterly corner of said 43.348 acre tract;

Thence, Southerly, along the easterly line of said 43.348 acre tract, 885 feet, more or less, to the southeasterly corner of said 43.348 acre tract;

Thence, Westerly, along the southerly line of said 43.348 acre tract, 2,126 feet, more or less, to the southwesterly corner of said 43.348 acre tract, said point being at the approximate ETJ Line of Simonton;

Thence, Northerly, along the westerly line of said 43.348 acre tract and the approximate ETJ Line of Simonton, 100 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of a parallel with the southerly line of said 43.348 acre tract, 2,026 feet, more or less to a point for corner;

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Thence, Northerly, 100 feet westerly of and parallel with the easterly line of said 43.348 acre tract, 686 feet, more or less, to a point for corner;

Thence, Westerly, 100 feet southerly of and parallel with the northerly line of said 43.348 acre tract, 2,031 feet, more or less, to a point for corner on the westerly line of said 43.348 acre tract and at the approximate ETJ Line of Simonton;

Thence, Northerly, along the westerly line of said 43.348 acre tract and the approximate ETJ Line of Simonton, 100 feet, more or less, to the POINT OF BEGINNING and containing 11.3 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.

TWINWOOD

DESCRIPTION OF
7.5 ACRES
100' STRIP OF LAND

Being 7.5 acres, more or less, of land situated in the Noel F. Roberts League, Abstract No. 79 Fort Bend County, Texas, more particularly being a portion of that certain called 45.7951 acre tract of land conveyed to Mullins Ranch, Inc. by instrument of record in File No. 2006143619 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 7.5 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northwest corner of said 45.7951 acre tract of land, said point being on an easterly line 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, 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 point being at the approximate ETJ Line of Simonton;

Thence, Easterly, departing the easterly line of said 647.182 acre tract and the approximate ETJ Line of Simonton, along a northerly line of said 45.7951 acre tract, 1,178 feet, more or less, to the most northerly northeast corner of said 45.7951 acre tract, said point being in the right-of-way of Pool Hill Road;

Thence, Southerly, along an easterly line of said 45.7951 acre tract, 200 feet, more or less, to an easterly corner of said 45.7951 acre tract;

Thence, Westerly, along an easterly line of said 45.7951 acre tract, 19 feet, more or less, to an easterly corner of said 45.7951 acre tract, said point being on the westerly right-of-way line of said Pool Hill Road;

7.5 Acres

July 18, 2014
Job No. 7777-1000

Thence, Southerly, along the westerly right-of-way line of said Pool Hill Road and the an easterly line of said 45.7951 acre tract, 200 feet, more or less, to an easterly corner of said 45.7951 acre tract;

Thence, Westerly, departing the westerly right-of-way line of said Pool Hill Road, along an interior line of said 45.7951 acre tract, 259 feet, more or less, to an interior corner of said 45.7951 acre tract;

Thence, Southerly, along an interior line of said 45.7951 acre tract, 99 feet, more or less, to a point for corner, said point being at the approximate Weston Lakes ETJ Line as shown in City of Weston Lakes Ordinance No. 01-12, the beginning of a curve;

Thence, Southwesterly, along the approximate Weston Lakes ETJ Line, 1,415 feet, more or less, along the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, to a point for corner, said point being on a southerly line of said 45.7951 acre tract and the approximate ETJ Line of Simonton and Weston Lakes;

Thence, Westerly, along a southerly line of said 45.7951 acre tract and the approximate ETJ Line of Simonton, 157 feet, more or less, to a point for corner, the beginning of a curve;

Thence, Northeasterly, 100 feet northwesterly of and parallel to the approximate Weston Lakes ETJ Line, 1,517 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,740.00 feet, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an interior line of said 45.7951 acre tract, 111 feet, more or less, to a point for corner;

Thence, Easterly, 100 feet northerly of and parallel to an interior line of said 45.7951 acre tract, 246 feet, more or less, to a point for corner;

Thence, Northerly, 100 feet westerly of and parallel to an easterly line of said 45.7951 acre tract, 200 feet, more or less, to a point for corner;

7.5 Acres

July 18, 2014
Job No. 7777-1000

Thence, Westerly, 100 feet southerly of and parallel to a northerly line of said 45.7951 acre tract, 1,062 feet, more or less, to a point for corner, said point being on a westerly line of said 45.7951 acre tract and at the approximate ETJ Line of Simonton;

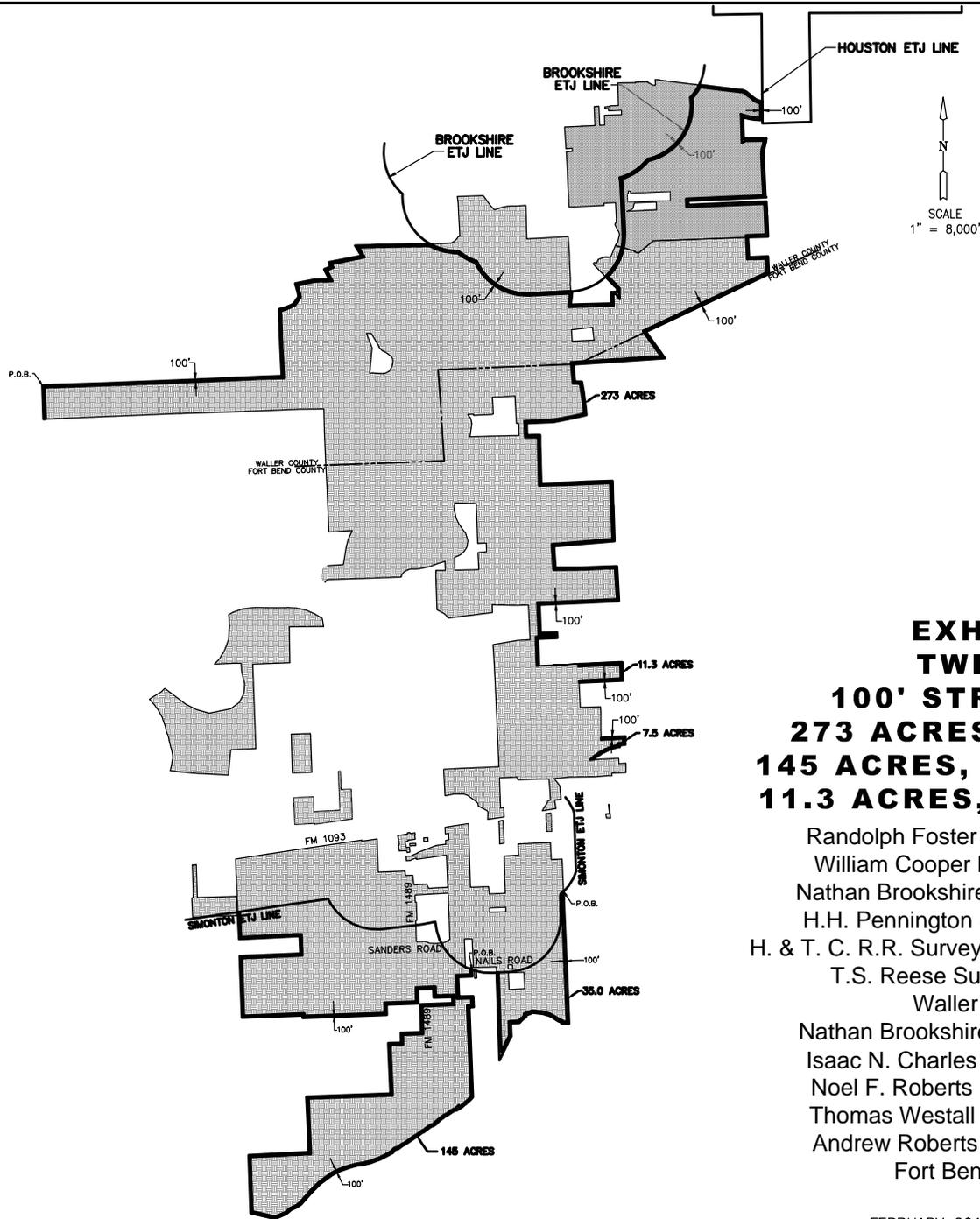
Thence Northerly, along a westerly line of said 45.7951 acre tract and the approximate ETJ Line of Simonton, 100 feet, more or less, to the POINT OF BEGINNING and containing 7.5 acres of land, more or less.

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 ETJ PROPERTY



**EXHIBIT OF
TWINWOOD
100' STRIP OF LAND
273 ACRES, 35.0 ACRES,
145 ACRES, 7.5 ACRES, AND
11.3 ACRES, MORE OR LESS**

Randolph Foster League, Abstract No. 27,
William Cooper League, Abstract No. 20,
Nathan Brookshire League, Abstract No. 16,
H.H. Pennington Survey, Abstract No. 321,
H. & T. C. R.R. Survey, Section 73, Abstract No. 154,
T.S. Reese Survey, Abstract No. 330,
Waller County, Texas
Nathan Brookshire Survey, Abstract No. 14,
Isaac N. Charles League, Abstract No. 17,
Noel F. Roberts League, Abstract No. 79,
Thomas Westall League, Abstract No. 92,
Andrew Roberts League, Abstract No. 78
Fort Bend County, Texas

 TWINWOOD (CONVEYED BY VARIOUS DOCUMENTS)
 WOODS ROAD & I-10 INVESTMENTS, INC.
 (CONVEYED BY VARIOUS DOCUMENTS)

FEBRUARY 2015 JOB NO. 7777-1000

LJA Engineering, Inc. 
 2929 Briarpark Drive Phone 713.953.5200
 Suite 600 Fax 713.953.5026
 Houston, Texas 77042 T.B.P.L.S. Firm No. 10110501

EXHIBIT B

DEVELOPMENT ORDINANCE FOR ETJ PROPERTY LOCATED IN FORT BEND
COUNTY

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

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

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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, 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.

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

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).

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

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:

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

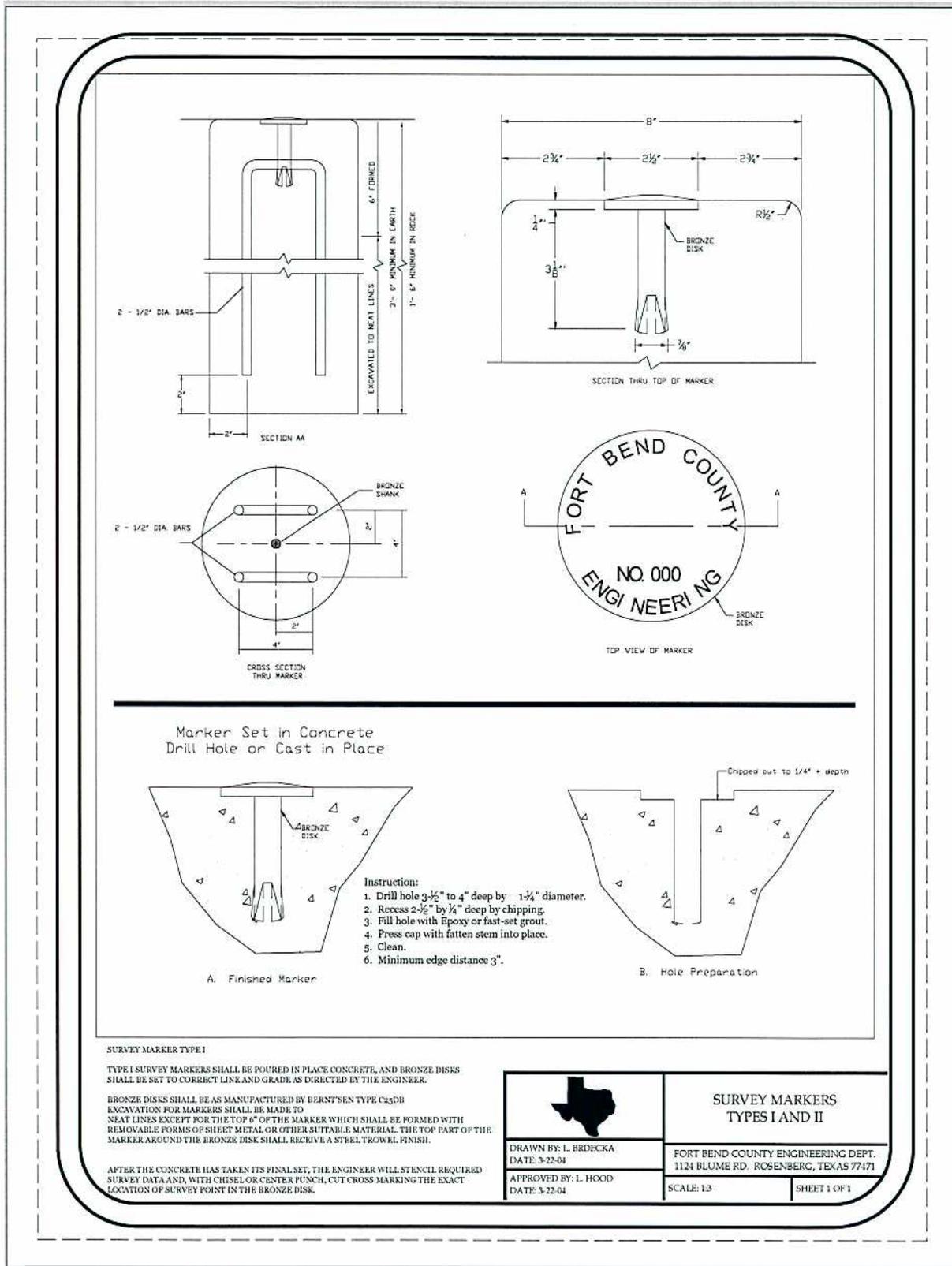
that it can be GPS observable (no trees or overhead obstructions). An existing National Geodetic monument (identification) as a reference point shall be used and identified upon the Fort Bend County Survey sheet along with the permanent benchmark location. The Fort Bend County Engineering Department 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 2nd order) and a TSPS, Category 8, Condition III (TSPS 3rd 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 1st order) and the vertical values shall conform to the accuracy standards of a TSPS, Category 8, Condition III (TSPS 3rd 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



SURVEY MARKER TYPE I

TYPE I SURVEY MARKERS SHALL BE POURED IN PLACE CONCRETE, AND BRONZE DISKS SHALL BE SET TO CORRECT LINE AND GRADE AS DIRECTED BY THE ENGINEER.

BRONZE DISKS SHALL BE AS MANUFACTURED BY BERNTSEN TYPE C25DB. EXCAVATION FOR MARKERS SHALL BE MADE TO NEAT LINES EXCEPT FOR THE TOP 6" OF THE MARKER WHICH SHALL BE FORMED WITH REMOVABLE FORMS OF SHEET METAL OR OTHER SUITABLE MATERIAL. THE TOP PART OF THE MARKER AROUND THE BRONZE DISK SHALL RECEIVE A STEEL TROWEL FINISH.

AFTER THE CONCRETE HAS TAKEN ITS FINAL SET, THE ENGINEER WILL STENCIL REQUIRED SURVEY DATA AND, WITH CHISEL OR CENTER PUNCH, CUT CROSS MARKING THE EXACT LOCATION OF SURVEY POINT IN THE BRONZE DISK.

| | | | |
|---------------------------------------|--|---|--|
| | SURVEY MARKERS TYPES I AND II | | |
| | DRAWN BY: L. BRDECKA DATE: 3-22-04 | FORT BEND COUNTY ENGINEERING DEPT. 1124 BLUME RD. ROSENBERG, TEXAS 77471 | |
| APPROVED BY: L. HOOD DATE: 3-22-04 | SCALE: 1:3 | SHEET 1 OF 1 | |

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.

| District Names | |
|-----------------------|--|
| 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

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- 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

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- 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

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- 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

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- 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

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- 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.

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- 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.

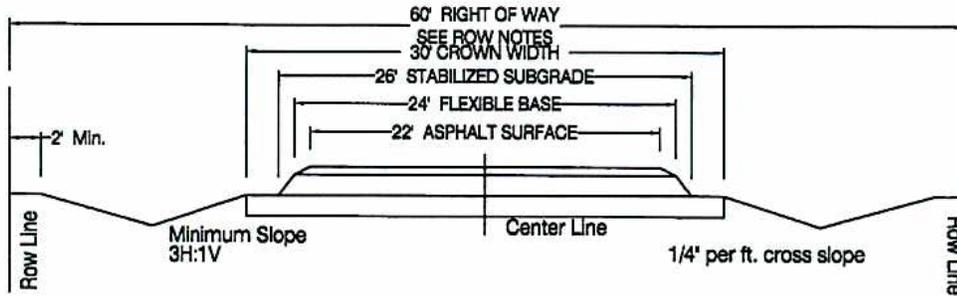
(signature and date)

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.

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.

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.

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

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 U

FORT BEND COUNTY
 SUBDIVISION PLAT APPLICATION

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

1. APPLICANT INFORMATION

| | |
|---|--|
| Applicant Name: Contact Person: Address: City/State/Zip: Telephone: Fax: E-mail Address: Developer: Address: City/State/Zip: 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 Letter of Credit Lienholder Subordination Owners Ratification to Plat | First page \$9.00 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 Lots Reserves | \$50.00 for each lot \$50.00 for each area platted as a reserve |
| Replats Lots Reserves | \$50.00 for each new lot \$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:

| Botanical Name | Common Name | Size | Remarks, Minimum Heights, Caliper and Spread |
|-----------------------|--------------------|-------------|---|
|-----------------------|--------------------|-------------|---|

| CANOPY TREES | | | |
|------------------------|-------------------|--------|---|
| Carya illinoensis | 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 | Shurmart 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. |

| EVERGREEN TREES | | | |
|------------------------|----------------|--------|--------------------------------------|
| 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 |

| ORNAMENTAL TREES | | | |
|--|---------------------|--------|---|
| 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 mexicanus | Mexican Plum | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., full branching |
| Pyrus calleryana 'Aristocrat' or 'Capitol' | Flowering Pears | 30 gal | 10-12' Ht., 5-6' spr. 2-2½" cal., full branching |

| Botanical Name | Common Name | Size | Remarks, Minimum Heights, Caliper and Spread |
|--|-----------------------|-------------|---|
| SHRUBS | | | |
| 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 'Austraflora', 'Firebrand', 'Little John', 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
DEVELOPMENT ORDINANCE FOR ETJ PROPERTY LOCATED IN WALLER
COUNTY

**WALLER COUNTY
SUBDIVISION AND DEVELOPMENT
REGULATIONS**

Resolution and Order

On February 16, 2007, the Commissioners Court of Waller County, Texas, met at the County Courthouse with the following members present:

Owen Ralston, County Judge Presiding,
W.M. (Bill) Eplen, Commissioner Precinct One,
Terry Harrison, Commissioner Precinct Two,
Milton Whiting, Commissioner Precinct Three, and
Glenn Beckendorff, Commissioner Precinct Four,

when among other matters, came for consideration and action the following Resolution and Order:

Whereas, the Commissioners Court of Waller County, Texas, duly convened, and acting in its capacity as the governing body of Waller County, ORDERED that the regulations attached and appended hereto, entitled "**WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS**" are made a part of this Order; and

Whereas, all officials and employees of Waller County having duties under said regulations are ordered and directed to perform such duties as required of them under said regulations.;

Therefore be it Resolved, that Commissioners Court adopts the attached document as the "Waller County Subdivision and Development Regulations" and **orders** that it be in effect on and after this day; and

Further Resolved, that County Judge Owen Ralston is authorized to sign this Resolution and Order as the act of Commissioners Court.

The Resolution and Order was moved by Commissioner Beckendorff, seconded by Commissioner Whiting, and adopted by the Commissioners Court on a vote of 5 members for and 0 opposed.



Owen Ralston, Waller County Judge

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Waller County Subdivision and Development Regulations

On February 16, 2007, acting pursuant to Chapter 232, Texas Local Government Code, Commissioners Court adopted the following regulations governing the subdivision of land. These regulations shall be known as the "Waller County Subdivision and Development Regulations".

1. Purpose

- 1.1 These regulations have been prepared to aid in the orderly development of Waller County, Texas. Specifically they have been prepared for the following purposes:
- 1.2 To furnish the developer with guidance in the expedient preparation and approval of a plat.
- 1.3 To protect the citizens of Waller County by enacting minimum subdivision standards.
- 1.4 To provide standards for the location, design, and construction of streets, intersections, drainage improvements and other features that provide safety for the public.
- 1.5 To prevent the Waller County Street System from being burdened with substandard local streets.
- 1.6 These rules, regulations and requirements may be revised at any regular session of Commissioners' Court, said amendments or revisions to become effective upon formal adoption by the Court.
- 1.7 The publication "Policies for Subdivisions Created without the Corporate Limits of any Town in Waller County", dated the 15th of June 1981, as amended through the 27th of September 2005, is rescinded, effective the February 16, 2007

2. Definition of Terms

- 2.1 Acceptable Outfall - that point as determined by the developer's Engineer and approved by the County where storm water can be released without causing erosion or resulting sedimentation to the receiving channel or its flood plain. Where necessary, the outlet shall include structural and vegetative measures to assure non-erosive conditions.
- 2.2 Arterial Streets - those streets that are principally regional in nature and are used for through traffic and shall be divided into two classifications:
 - 2.2.1 Streets, which will serve vehicular traffic beyond the limits of the subdivision; and connect one collector or arterial with one or more collectors or arterials.
 - 2.2.2 Streets in this category as shown in the current Thoroughfare Plan.
- 2.3 Building Setback Line - a line of a plat generally parallel to the street right-of-way, indicating the limit beyond which buildings or structures may be erected and the area between the street right-of-way and the building setback line within which no private structure may be permitted.
- 2.4 Collector Streets - those which connect arterial streets with local streets.
- 2.5 County Commissioner - the Waller County Commissioner(s) in whose precinct(s) the subdivision is located.
- 2.6 County Engineer - an Engineer, registered to practice engineering in the State of Texas, representing and/or contracted to represent Waller County.
- 2.7 Cul-de-sac - a short public street having but one (1) opening or access to another public street and terminated by a permanent vehicular turn-around.
- 2.8 Developer - any owner or person representing the interests of the owner of the property to be subdivided.
- 2.9 Final Plat - a drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and in conformance with the conditions of preliminary approval of Commissioners Court and meeting the requirements of Section 3.4.
- 2.10 Flag Lot - for the purposes hereof, a key or flag

shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this and other applicable regulations of the County and, provided that no portion of any such lot is less than sixty feet (60') in width.

- 2.11 Local Streets - those which principally provide direct access to lots within a subdivision.
- 2.12 Lot - any portion of land surface contained within property lines of a specific area, including land within easements and setback lines. The word "lot" includes the word "parcel" and "tract".
- 2.13 Rental Community (including Manufactured Home Rental Communities)- a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option.
(See Appendix C and D)
- 2.14 Owner - the person or persons with equitable or legal title to the property to be subdivided.
- 2.15 Parent Tract - the original tract prior to any division.
- 2.16 Preliminary Plat - a drawing of a proposed subdivision meeting the requirements of Section 3.3.
- 2.17 Recreational Vehicle - a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term recreational vehicle shall include but not be limited to a motor home, truck camper, travel trailer and camping trailer; provided, however a recreational vehicle shall not include a boat, a mobile home or a manufactured home.
- 2.18 Recreational Vehicle Park - a contiguous development of land which has been planned and improved for the placement of recreational vehicles approved by the County in accordance with applicable codes, laws, rules, and regulations.
- 2.19 Rural Street - any street situated so that the spacing of driveways is greater than 100 feet apart.
- 2.20 Street - a way for vehicular traffic and used to

describe all vehicular ways regardless of any other designation, and includes public streets, private streets and easements. The terms "street" and "road" are interchangeable.

- 2.21 Subdivision - the division of a tract into two or more parts with any of the tracts being 10 acres or less in area. Section 232 of the Texas Local Government Code shall control the definition of a subdivision in these Regulations. Any amendment of the Local Government Code shall amend these Regulations, without further action by Commissioners Court.
- 2.22 Texas Department of Transportation (TxDOT) Standards - those current standard specifications set forth in the TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges
- 2.23 Urban Street - any street situated so that the spacing of driveways is less than 100 feet apart for a distance of 1/4 of a mile. This distance does not apply to a subdivision using curb and gutter. Any curb and gutter street will be considered an urban street.

3. Platting Procedure

The platting procedure for subdivisions within Waller County shall be as follows:

3.1 Pre-application Procedure

Before any preliminary plans are prepared, the developer should obtain a copy of these regulations and become familiar with the various requirements to avoid expenditures of time and money, only to find that changes are required to make the plat and plans conform to the regulations.

3.2 Procedure for Rental Communities

Developers shall not begin any construction on a proposed rental community until they comply with Section 232.007 of the Texas Local Government Code and notify Commissioners Court in writing of the intention to develop the subdivision.

3.3 Preliminary Plat

3.3.1 Preliminary Plat Procedure

- A. The Commissioners Court has assigned the duty of approving preliminary plats to the County Engineer. The Commissioners Court retains the right to overrule the County Engineers decision.
- B. Developers shall not begin any construction on a proposed subdivision, until obtaining preliminary plat approval from the County Engineer.
- C. Prior to any subdivision of land, the Developer shall set a meeting with the County Engineer. Based upon the comments from the meeting, the Developer or his representative shall submit four (4) copies of the preliminary plat of the subdivision to the County Engineer's Office for preliminary approval.

- D. The County Engineer shall review plat for compliance with these Regulations, and provide written comments. The County Engineer shall provide the developer with comments and take the following action by issuing a certificate of:
 - 1. Preliminary Approval
 - 2. Preliminary Approval with conditions to be satisfied at the time of Final Plat Approval
 - 3. Denial of Preliminary Plat Approval

- E. Prior to the approval of the preliminary plat, the Developer shall supply the County Engineer with a digital file of the preliminary plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. The file shall be submitted to County Engineer's Office.

- F. If the property to be subdivided lies within the extraterritorial jurisdiction of a city, this procedure shall be accomplished with the platting procedures as established in individual city interlocal agreements.

3.3.2 Every preliminary plat must include the following:

- A. The lot layout drawn on a scale of 1" = 100' or larger, 1" = 200' or larger for plats with lots greater than 2.5 acres in size, or 1" = 400' or larger for plats with lots greater than 20 acres in size. Sheet size shall be 24" x 36", with a 1" binding margin on all sides. Multiple sheet plats shall have the subdivision name and sheet number located in the lower right hand corner of each sheet. A key map shall be provided showing individual sheet relationships. Provide a scale and North arrow.

- B. Existing topographic contours, which may be obtained from U.S. Geological Survey 7.5 minute quadrangle map.

- C. The location of existing property lines, easements, streets, 100-year Flood Zone, lakes and water courses, utility easements, and drainage culverts within the tract or immediately adjacent within two hundred feet (200').

- D. Proposed lots, blocks, reserves, streets, alleys, building setback lines, easements, and any areas of special use including suggested operations sites for exploration, development and production for minerals.
- E. Lots shall have a minimum of 50 feet in width at the right-of-way line (50 feet in width at building line for lots on cul-de-sacs) and shall front a local street. Single-family residential lots shall not have direct access and shall not front on an urban arterial or an urban collector street.
- F. Flag lots, if allowed, shall have a minimum strip of land (Flag staff) width of 60 feet and staff length no longer than 500 feet + 20 feet for each acre greater than 10 acres. No more than two flag lot strips shall be located side by side. The flag lots main body of land cannot be located behind another flag lot.
- G. Names, and right-of-way dimensions for all proposed and existing streets.
- H. Boundary of the subdivision and scaled dimensions, both linear and angular.
- I. Area of subdivision, total number of lots and blocks and total area of reserves.
- J. Proposed and existing easements, and detention reserves.
- K. Proposed typical property line dimensions and radii.
- L. Front setback lines shall be 25 feet. Side street setback lines shall be 15 feet on local streets, and 35 feet on arterial and 25 feet on collector streets.
- M. A general statement of the proposed uses of the land within the subdivision.
- N. Name, address, telephone number and fax number for the subdivision owner, developer and surveyor and/or engineer.
- O. If the subdivision is to be carried out in two or more phases, a proposed master plan for the entire tract shall be prepared and

filed with the County Engineer's Office prior to the time the first unit is submitted. Requirements of the plat, concerning sheet size and drafting media shall be the same as for the plat to be recorded. Scale of this plat will be left to the discretion of the surveyor or the engineer.

- P. City limits boundaries, extraterritorial jurisdiction boundaries, and county boundaries.
- Q. The title block in the lower right hand corner shall contain the proposed subdivision name preceded by the words "Preliminary Plat of _____" and the abstract and survey in which the property is located.
- R. Vicinity map in the upper right hand corner showing location of subdivision in relation to existing streets and highways, and railroads within one (1) mile.
- S. Approval of the appropriate jurisdiction when the subdivision is within the extraterritorial jurisdiction (ETJ) of that city.
- T. A preliminary plat review fee (section 10) shall be paid with the submission of the preliminary plat for review.

3.4 Final Plat

3.4.1 Final Plat Procedure

- A. The final plat procedure will be the same as the preliminary plat procedure with the following additions.
- B. Final plat and construction document review fee (See section 10) shall be paid with the submission of the final plat for review.
- C. Commissioners Court shall not grant final approval on any subdivision until the Developer meets every subdivision requirement, including signature, Construction securities, bluelined copies, paper copies, preliminary plat and fees. In addition, if the project is located within the Brookshire-Katy Drainage District, the Developer shall obtain written approval from the District of the development plans, and a

copy of said approval shall be submitted to the County Engineer as a requirement of final plat approval.

- D. The Developer shall submit to the County Engineer the specified number of original plats on 4 mil mylar and four identical blue-line copies of a size of either 22" x 34" or 24" x 36", at least fourteen (14) days before the date of the Commissioners Court meeting at which approval is requested. All text shall be on the front of the mylar. Photocopies are not acceptable. The specified number of original plats may vary but will generally be understood as one original for the developer, one for filing by the County Clerk, and one additional for cities when platted within an ETJ

Originals Needed:

- (3) 8½"x14" - Blue Line, Black line or Mylar
- (3) Mylar Plat - 22"x34" or 24"x36"
- (2) Black Line copies - 22"x34" or 24"x36"

- E. The County Engineer shall review plat and plans for compliance with these Regulations, and provide written comments. The County Engineer shall recommend the Commissioners Court to take the following action:

1. Final Approval
2. Denial of Final Plat Approval
3. Table Final Plat Approval to resolve outstanding issues.

- F. Prior to placement of the approval of the final plat on the Commissioners Court agenda, the Developer shall supply the County Engineer with a digital file of the final plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. A check made payable to the County Clerk for handling and processing shall also be submitted with the final plat along with a check for the filing fee.

- G. Following final approval of the subdivision, the County Clerk will record the plat in the Plat Records of Waller County, Texas, and distribute the originals with the recording information. The Clerk will retain a copy of the plat for the County's records.

- H. Unless the preliminary plat is followed by final plat approval within one year, the preliminary plat lapses and the subdivision must be resubmitted.
- I. The final plat must be approved at a meeting of Commissioners Court.
- J. The developer shall provide a letter clarifying the procedure he chooses for construction acceptance and final maintenance acceptance. In connection with this letter the developer must provide the securities as needed for construction per Section 5 and for maintenance per Section 6.

3.4.2 Final Plat Criteria

- A. Owners' and any lien holders' dedication, and restrictions, if any, shall be duly acknowledged in the manner required for acknowledgment of deeds. For street widening and drainage purposes, the Developer may dedicate either the fee interest in the property or a right-of-way easement for street widening and drainage improvements at the County's option. Right-of-way easements

for widening streets or improving drainage must be accompanied by a plat note as found in Appendix B.1.

The plat must also contain the note as found in Appendix B.2. All streets and easements for utilities, street easements, street widening easements and street widening dedications shall be created by a notarized statement executed by all property owners and any lien holders or their legal representatives.

- B. Easements shall be provided for existing utility lines located on the property. Easements for proposed utility improvements shall be identified on the face of the plat. Existing undefined or "blanket" easements shall be defined prior to final plat approval. If no agreement can be reached on a defined easement, then building setback lines shall be shown at a minimum distance of 25 feet from and parallel to the nearest pipeline or facility.

- C. The plat shall show the location of the 100-year floodplain as identified on the most current Waller County Flood Insurance Rate Map (FIRM) published by the Federal Emergency Management Agency. In addition, the plat shall show the location of special flood hazard areas identified by an engineering study(if required), under the seal of a Texas Professional Engineer. Additionally, the plat shall designate all easements of public record and shall include the plat note as found in Appendix B.8.

The placement of an elevation benchmark with the location, description and elevation of the benchmark shall be identified on the face of the plat. The elevation of this benchmark shall be tied into the closest benchmark with the latest USGS datum. Minimum first floor elevations for buildings shall be identified.

- D. The standard note for lien holders acceptance that dedication of all public streets and easements shall be accomplished free of liens shall be as found in Appendix B.4. Any required release of liens shall be provided to the Commissioners Court.
- E. A form on the plat as found in Appendix B.5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record as found in Appendix B.6.
- F. A copy of a title report commitment or plat letter for the specific tract of land dated within 60 days of the plat approval date.
- G. Approval of the appropriate jurisdiction when the subdivision is within the ETJ of that city.
- H. A letter of serviceability from an entity or entities providing water service or a letter from the Developer stating that no service is available within 1000 feet of the subdivision and certifying that the lots are suitable for private wells.
- I. A copy of the tax certificate from each taxing unit with jurisdiction of the real property indicating that no delinquent taxes are owed on the real property as well as payment of all other property taxes and assessments pertinent to the subdivision.

J. A letter from the Developer acknowledging that it is the responsibility of the Developer, not the County, to ensure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, State Aquifer Regulations, surface water and/or ground water district regulations, and municipal watershed ordinances.

K. Certification by a Texas Professional Engineer under seal that all engineering, for streets and drainage, within the subdivision is in compliance with these Regulations (including the Engineering Design Standards incorporated as Appendix A) and with all generally accepted engineering standards. If the Developer elects to proceed with plat recordation under the provisions of Section 5.3, the Developer shall provide upon completion of the construction an additional certification by a Texas Professional Engineer under seal that all construction for streets and drainage within the subdivision was completed in compliance with these Regulations (including the Engineering Design Standards incorporated as Appendix A) and with all generally accepted engineering standards.

L. The following plat notes are located in Section B.11:

Certificate(s) Of Tax Collector
Legal Description
Certificate Of Surveyor

M. 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 (1) foot wide reserve shall be established within the street right-of-way to form a buffer 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 (1) foot reserve on a

plat are contained in the following note that shall be placed upon the face of any plat where a one (1) foot reserve is to be established.

"One (1) 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 replatted in a recorded plat, the one (1) foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and re-vest in the dedicator, his heirs, assigns or successors."

3.5 Amending Plat

3.5.1 This section is applicable only if the applicable city regulations allow an amending plat and the amended plat is approved by the city. After approval by the City, the amended plat must be submitted for review and approval of the County Engineer and Commissioners' Court prior to recording with the County Clerk.

4. Replats

- 4.1 A person who owns real property in a tract that has been subdivided and that is subject to the subdivision controls of the county in which the property is located may apply in writing to the County Engineer for permission to revise the subdivision plat that applies to the property and that is filed for record with the county clerk. After review by the County Engineer, consideration of the replat will be placed on the next Commissioners Court agenda to set a public hearing on the proposed replat.
- 4.2 Prior to placement of the consideration of the replat on the Commissioners Court agenda, the Owner shall supply the County Engineer with Copies of the proposed plat (prepared in accordance with the platting procedure outlined in Section 3.) and a digital file of the proposed plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. A check made payable to the County Clerk for handling and processing shall also be submitted with the final plat along with a check for the filing fee.
- 4.3 After the application is filed with Commissioners Court and a public hearing date is set The County Engineer 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; and
- 4.4 If all or part of the subdivided tract has been sold to nondeveloper owners, the County Engineer 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. (This notice is not required if the proposed plat only combines existing tracts.)
- 4.5 If the replat is within the ETJ of any city, the owners must also obtain approval of the affected city.
- 4.6 If the Court finds after the public hearing that the replat will not interfere with the established legal rights of any owner of a part of the subdivided land or each owner whose rights may be interfered with has agreed to the revision, it will enter an order partially vacating the original plat and approving the plat of the replat. If the Court finds that the replat will affect established legal rights, it shall not

approve the replat without the written consent of all affected owners of a part of the subdivided land.

- 4.7 In addition to the normal handling and processing fees, The person requesting the replat shall reimburse Waller County for the actual cost of the newspaper notice and postage expenses required by the replat process.

5. Improvement Construction Security and Acceptance

- 5.1 The developer of any tract that desires to obtain approval of a plat for recording in the county records shall construct all streets and drainage in the subdivision to the standards and specifications set forth in the Engineering Design Standards incorporated as Appendix A of these Regulations before offering the plat for approval, unless exempted by Section 5.2.
- 5.2 Improvement plans shall be approved by the County Engineer who shall certify that the plan is in conformance with these regulations. Variance from the requirements shall be permitted only by, Commissioners Court Order.
- 5.3 The Developer shall give a good and sufficient bond, cash, or letter of credit. This will be referred to as the construction security. The improvements shall be completed within 12 months of the plat date and the security shall reflect this 12 months. With court approval, an extension of up to one year may be granted. This construction security must be payable to the County Judge of Waller County, in an amount equal to the estimated cost of construction, according to the calculations of a Texas Professional Engineer and approved by Commissioners Court. The security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the streets and drainage shown on the plat.
- 5.4 In areas within the ETJ of a city, the city's letter of credit policy may apply if the Commissioners Court finds that the city's policy provides adequate protection of the County's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.
- 5.5 The developer shall be entitled to partial reductions of his security requirement with written approval by the County Commissioner's Court.
- 5.6 The Developer shall submit construction plans for streets and drainage, traffic signage, landscaping (within the public Right-of-way), irrigation (within the public Right-of-way), and utilities within a platted subdivision to the County Engineer's Office for approval prior to final plat approval being granted by Commissioners Court. These plans shall show the location of all underground utilities, including water, sewage, and storm sewers. These plans shall include the design issues as described in Appendix A Engineering Design Standards.

- 5.7 If landscaping and/or irrigation is proposed within the right-of-way, the Developer shall create an entity (municipal utility district, homeowners' association, neighborhood association, or other entity approved by Commissioners Court) that will be responsible for the maintenance and liability of the landscaping and/or irrigation. This entity shall have assessment authority to ensure proper maintenance.
- 5.8 When construction has been completed, the Developer shall provide the County Engineer with a set of "Record Drawings". These plans are to show the improvements as they were actually built. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. After the "Record Drawings" plans are received, the County Engineer will provide the Developer a letter approving the construction of the subdivision.
- 5.9 The County may determine plats containing "flag lots" to be a detriment to the public interest, welfare and/or safety, and may require internal street construction at the sole discretion of the Commissioners Court.
- 5.10 When traffic signal lights and additional turn lanes are required for traffic generated by subdivisions, these items shall be the responsibility of the Developer and the construction cost shall be included in the security.

6. Improvement Maintenance Security and Acceptance

- 6.1 By accepting a subdivision plat for filing, the Commissioners Court does not accept streets in the subdivision for ownership or maintenance by the County. The owner of the platted lots is responsible for maintenance of all streets within a subdivision until such time as the streets have been accepted for maintenance by the County. This holds true even though the County has approved the construction of the improvements.
- 6.2 The County will not accept a street for maintenance without the following:
- 6.2.1 A dedication to the public of an easement or fee interest in the entire street;
 - 6.2.2 Written certification from a Texas Professional Engineer that the street was constructed in accordance with the Engineering Guidelines in effect when the subdivision was legally platted (or has been upgraded to those standards). The letter from the County Engineer as noted in Section 5.8 may be used to meet this requirement. If the subdivision where the street is located was never legally platted, it must meet the current Guidelines;
 - 6.2.3 Written certification from a Texas Professional Engineer that the street is currently in compliance with the applicable Guidelines. The cost of any improvements, maintenance, or repairs required to reach that standard shall be borne by the developer or current owners;
 - 6.2.4 Agreement by the County Commissioner's Court that the street should be accepted, following an inspection by the County Engineer; and
 - 6.2.5 The expiration of one year from the date that all streets, drainage and other improvements in the subdivision are completed, inspected by the County Engineer, and approved by Commissioners Court;
- 6.3 This section is required in order to provide security for the maintenance under section 6.2.4.
- 6.3.1 With the approval of Commissioners Court, the Developer shall give a surety bond, cash or letter of credit in an amount equal to 25% of the cost of construction for the streets and drainage in the subdivision. This will be referred to as

the maintenance bond.

6.3.2 Commissioners Court must approve each bond or letter of credit. This security is to be conditioned upon the Developer's maintenance of the streets in a state of good repair until the time as they are accepted. The security shall be made payable to the County Judge of Waller County, and shall remain in effect until released by Commissioners Court.

6.3.3 Security will be released when the street qualifies for final acceptance under Section 6.2. Before release of the security, the County Engineer shall final inspect the streets, and the Developer shall remedy all deficiencies. If the deficiencies are not promptly remedied, the County shall make the repairs and draw on the security for payment.

6.4 The enforcement of plat restrictions is the responsibility of the developer and other owners in the subdivision; however, in an ETJ, both the city and the County shall have the authority to enforce plat restrictions to prohibit the construction or connection of utilities, or issuing of permits unless the requirements of the plat restrictions have been achieved.

6.5 The County will assume no responsibility for drainage facilities in the subdivision, other than those running on or along the streets or in approved drainage easements until they are formally accepted by the County Commissioners Court for maintenance. Maintenance and liability of landscaped areas within the right-of-way will be the responsibility of the developer, the municipal utility district, neighborhood association, or other Developer entity.

7. Substandard Subdivisions

7.1 The County may accept maintenance of any street located in a subdivision in existence prior to June 15, 1981 (whether that subdivision was lawfully platted or not), provided that the streets meet all the criteria in Paragraphs 6.2 and 6.3 of these Regulations. The County will assume no part of the cost of bringing the streets into compliance before acceptance.

8. Variances

8.1 The Commissioners Court of Waller County, may by written order passed in court grant variances from these Regulations.

- 8.2 Any person who wishes to receive a variance must apply to the County Engineer, who will request it be placed on the agenda of the Court with a recommendation whether the variance should be granted or not.
- 8.3 If the variance affects a city's ETJ, the person must contact the appropriate jurisdiction as stated in interlocal agreements under Local Government Code 242.001 (c) (d) (4).
- 8.4 The decision of the County Commissioners Court to grant or deny a variance is at its sole discretion.

9. Penalties

- 9.1 Section 232.005 of the Texas Local Government Code provides for the enforcement of these Regulations.
- 9.2 Under Chapter 7 of the Texas Penal Code, a person may be responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.
- 9.3 Besides prosecuting a criminal complaint, the District Attorney may file a civil action to enjoin any violation or threatened violation of these Regulations, and to recover damages.

10. Summary of Costs

10.1 Excluding any required bonds or letters of credit, a developer will pay the county the costs per the following sections:

a. Preliminary Plat Review 3.3.2.S

A preliminary plat review fee of \$350 for the first 50 acres plus \$175 for each additional increment of 50 acres or less. (Plats less than 10 acres will be charged a review fee of \$50) Fees shall be paid with the submission of the preliminary plat for review. Payable to: Waller County

b. Final Plat Review 3.4.1.B

Final plat and construction document review fee of \$350 for the first 50 acres plus \$175 for each additional increment of 50 acre or less. (Plats less than 10 acres will be charged a review fee of \$50) Fees shall be paid with the submission of the final plat for review. Payable to: Waller County

c. Handling and Processing Fee (Final Plats) 3.4.1.F
(Replats)

A charge of \$50.00 will be assessed for handling and processing Final subdivision plats for approval in Commissioners Court. In the event a subdivision is developed in sections, a charge of \$50.00 will be assessed for each section platted. This fee, in the form of a Check, made out to the Treasurer, Waller County, Texas, will accompany the plat at time of submission to the Court for approval.

d. Filing Fee (Final Plat) 3.4.1.F
(Replats)

File (1) 8 ½ x 14 in the Official Public Records, filing fee is \$50.00 per plat plus \$11.00 for the first page and \$4.00 for each additional page.

EX: 1 Page plat = \$61.00, 2 Page plat = \$65.00)

e. Infrastructure Development Plan Review

Infrastructure Development Plan Review fee of \$100 plus \$10.00 per rental space will be charged. Fees shall be paid with the submission of the Infrastructure Development Plan for review. Payable to: Waller County

f. Variance Requests:

A charge of \$50.00 per Request will be assessed for handling and processing of Variance Requests for approval in Commissioners Court. This fee, in the form of a Check, made out to the Treasurer, Waller County, Texas, will accompany the Variance at time of submission to the Court for approval.

11. Plat Required

- 11.1 Commissioners Court adopts the following as a guide to the public in determining when a plat is necessary:
- 11.2 A plat is required for any subdivision as defined by Chapter 232, Local Government Code and as defined by these Regulations.
- 11.3 It is immaterial that the sale of a subdivision lot is by contract or lease-purchase rather than by deed, or that the lots are described by metes and bounds rather than lot and block.
- 11.4 A plat is required to divide a parent tract which is already located within a subdivision.
- 11.5 If the tract of land is located within the extraterritorial Jurisdiction of a municipality but outside the limits of said municipality, a plat must still be prepared and submitted to Waller County.
- 11.6 The owner of a tract of land located outside the limits of a municipality shall 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; or
 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.

12. Plat Not Required: The following exemptions may allow a division of property without the preparation of a subdivision plat. Under these exemptions, a property owner may not be required to prepare a subdivision plat for their division of their property, but the division of property must still meet the minimum lot size requirements set forth in the Waller County On-Site Sewage Facility Order, if applicable. A Certificate of Plat Exemption shall be issued by the County Engineer or Road Administrator for presentation to the County Clerk stating that the division of Land is exempt from the subdivision plat requirements.

Commissioners Court adopts the following as a guide to the public in determining when a plat is not necessary:

12.1 Family Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

1. each of the lots is sold, given, or otherwise transferred to an individual who is related to the owner within the third degree of consanguinity of affinity, as determined by Chapter 573, Government Code; and
2. the owner does not lay out a part of the tract as described in Section 11.6.3
3. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree consanguinity or affinity, the platting requirements apply.

12.2 10 Acre Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

1. all of the lots in the subdivision are more than 10 acres in area; and
2. the owner does not lay out a part of the tract as described in Section 11.6.3.

12.3 Veterans Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides

the tract into two or more parts to have a plat of the subdivision prepared if:

1. the owner does not lay out a part of the tract as described in Section 11.6.3; and
2. all of the lots are sold to veterans through the Veteran's Land Board Program.

12.4 State Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

1. The tract is owned by the state or other state agency, board, or commission or owned by the permanent school fund or any other dedicated funds by the state; or

12.5 Floodplain Dissolution Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

1. The owner of the land is a political subdivision of the state, the land is situated in a flood plain, and the lots are sold to adjacent landowners; or

12.6 Single Division Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

1. the owner does not lay out a part of the tract as described in Section 11.6.3; 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 these regulations.

12.7 Undivided Interest Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:

1. the owner does not lay out any part of the tract as described in Section 11.6.3; and

2. all parts are transferred to persons who owned undivided interest in the original tract and a plat is filed before any further development of any part of the tract.

12.8 Mortgage Provision: The County shall not require the owner of an unplatted or platted tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:

1. the owner does not lay out any part of the tract described in Section 11.6.3; and
2. the subdivision is the result of the owner dividing a tract by granting a security interest in property to secure indebtedness.

12.9 Adjacency Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into parts to have a plat of the subdivision prepared if:

1. the owner does not lay out any part of the tract described in Section 11.6.3; and
2. the subdivision is the result of the owner dividing a tract to convey property to an adjacent property owner.

Appendix A - Engineering Design Standards

A1. Improvement Plans:

The Developer shall employ a Texas Professional Engineer to prepare the "Improvement Plans" in conformance with these regulations. Utility companies and other affected public agencies should be consulted before plans are prepared. Improvement Plans shall be submitted to the County Engineer for approval prior to construction.

1.1 Construction Drawings: Two (2) white background prints of the drawings shall be submitted, and the sheet size shall be 24" x 36" or 22" x 34". The drawings shall be referenced to the name and unit number of the proposed subdivision, shall show elevations based on mean sea level datum plan, and shall be in compliance with the following information:

1.1.1 Street Plan Profile: The plan of each proposed street (indicating the existing ground elevations and proposed street grade surface including existing street grade for a distance of one hundred feet (100') beyond the tract boundary), at a scale of not more than twenty feet (20') per inch.

1.1.2 Street Typical Sections: A typical-section of each proposed street if all are not the same, not to scale, but having horizontal and vertical measurements showing width of proposed stabilization, base, wearing surface, curbs, shoulders, ditches, etc.

1.1.3 Water Supply and Sanitary Sewer System: The plans and profiles proposed and existing water distribution systems and sanitary sewer if submitted to the required State agencies for approval, shall be submitted to the County Engineer's Office to be approved by County Engineer prior to commencement of construction.

1.1.4 Drainage: The size, location and typical sections of drainage ditches (or storm sewer, if used) including easements shall be shown. All drainage plans, profiles and computations shall be submitted to the County Engineer's Office for approval by County Engineer prior to construction.

1.1.5 Existing Utilities: Plans and profiles of existing utilities shall be shown where

applicable.

- 1.1.6 Bench Marks: Shall be provided at convenient points, with description, location and Mean Sea Level elevations indicated on the improvement plans. Tie to FEMA Benchmarks

A2. Lot Size

- 2.1 Minimum lot size shall be one (1) net acre for lots which have a private water well and septic system. All easements are to be excluded from the one-acre calculation. The Waller County On-Site Sewage Facility Regulations or other Federal, State, or Local laws or regulations may impose further lot restrictions.

A3. Street Alignments

- 3.1 Streets shall be laid out so as to align with existing streets in adjoining or nearby subdivisions, leaving the possibility of connecting the subdivisions with a minimum of street construction. No voids shall be left within the subdivision with the intent of avoiding responsibility for constructing streets or bridges, nor along the subdivision boundary to avoid connecting with adjacent subdivisions or streets. Arterials shall be placed and designed in accordance with any arterial street plan that contains the subdivision. Collectors will be placed in accordance with the plan of the County Thoroughfare Plan and the County Engineer.
- 3.2 Maximum block length shall be based on the average lot size fronting on the subject street in accordance with the following:

| <u>Average Lot Size</u> <u>Not Greater Than (Ac.)</u> | <u>Block Length</u> <u>Length (Ft.)</u> |
|--|--|
| 0.5 | 1,500 |
| 1.0 | 1,500 |
| 2.0 | 1,500 |
| 5.0 | 2,000 |
| 10.0 | 2,500 |
| 20.0 | 3,500 |
| 40.0 | 5,000 |

- 3.3 Dead-end streets which end at property that may be developed may remain as Dead End streets, but must be extended to the property lines. Dead End streets which shall remain as Dead End streets shall end on a temporary cul-de-sac with a minimum radius of right-of-way 70 feet (minimum base 50 foot radius) with Dead End

street signs placed on these streets.

- 3.4 County may require an internal street system that minimizes street cuts to existing County streets.

A4. Minimum Street Requirements

- 4.1 Arterial streets shall be designed as follows:

- 4.1.1 If the arterial is included in the transportation plan, the right-of-way and pavement shall be as required in the plan.

- 4.1.2 The minimum right-of-way (easement) shall be 100 feet.

- 4.1.3 The pavement cross section in a rural subdivision shall be 36 feet of paved surface travel-way.

- 4.1.4 The pavement cross section in an urban subdivision shall be two 24-foot travel-ways with a 19-foot median.

- 4.1.5 The minimum design speed shall be 55 MPH. A minimum centerline radius of 2,000 feet shall be used.

- 4.2 Collector streets shall be designed as follows:

- 4.2.1 If the collector is included in a transportation plan, the right-of-way and pavement cross section shall be as required in the plan.

- 4.2.2 The minimum right-of-way (easement) shall be 80 feet.

- 4.2.3 The pavement cross section in a rural subdivision shall be 28 feet of paved surface travel-way.

- 4.2.4 The pavement cross section in an urban subdivision shall be a 32-foot paved travel-way.

- 4.2.5 The minimum design speed shall be 45 MPH. A minimum centerline radius of 1200 feet shall be used.

- 4.3 Local streets shall be designed as follows:

- 4.3.1 The minimum right-of-way (easement) shall be 70 feet in a rural subdivision and 60 feet in an urban subdivision.

- 4.3.2 The pavement cross section in a rural subdivision shall be 22 feet of paved surface travel-way, or 28 feet back of curb to back of curb.
- 4.3.3 The pavement cross section in an urban subdivision shall be a 28 feet, back of curb to back of curb.
- 4.3.4 Cul-de-sacs shall have a minimum right-of-way of 70 feet (radius) with a rural paving section of 50-foot radius paved travel-way, or a 50-foot radius to back of curb.
- 4.3.5 The minimum design speed shall be 35 MPH. A minimum centerline radius of 650 feet shall be used.
- 4.4 The following standards apply to all streets:
 - 4.4.1 Concrete streets with curbs shall have a back of curb to back of curb width equal to those sections with curb and gutter sections.
 - 4.4.2 Concrete Curb and gutter sections where used with non-concrete pavement shall be a minimum of 24 inches in width.
- 4.5 Additional Right-of-Way for Existing Streets
 - 4.5.1 Where the subdivision affects a county street, the Commissioners Court shall determine the right-of-way width which will be necessary for the maintenance and improvement of the street.
 - 4.5.2 Where the subdivision affects only one side of a county street, adequate right-of-way shall be provided to obtain one-half the total proposed width to provide right-of-way as prescribed by Commissioners Court.
 - 4.5.3 Where the development is on both sides of the existing county street, right-of-way for the total prescribed width shall be provided.
 - 4.5.4 Any improvements proposed by the developer along an existing county streets shall:
 - 4.5.4.1 Comply with the standards set in Paragraph 4.1;
 - 4.5.4.2 Be included in the construction plans as approved by the County Engineer; and

- 4.5.4.3 Where it is an improved facility, it must be equal to the existing street, in sole discretion of Commissioners Court.
- 4.6 Unless otherwise stated in these regulations, all streets shall be designed in accordance with the latest version of AASHTO (American Association of State Highway and Transportation Officials) "A Policy on Geometric Design of Highways and Streets". All references to "mountainous terrain" shall not apply to Waller County.
- 4.7 Private streets shall be allowed at the discretion of the Commissioners Court. Private streets shall be constructed to County standards in all matters. County shall not be obligated in the future to accept any private street into the County road maintenance system.

A5. Construction: General

- 5.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Developer, Contractor, Subcontractors and County Engineer or his designated representative shall attend this meeting. All streets are to be constructed according to specifications found in the current version of the TxDOT Manual Standard Specifications for Construction of Highways, Streets, and Bridges unless otherwise stated in these standards.
- 5.2 All streets, and concrete structures shall be tested by an Independent Testing Laboratory. The subgrade will be tested for Plasticity Index (PI), percent of lime if lime is added, and compaction. Each base course will be tested for compaction and depth. The two course surface treatment will have certification of distribution of AC-5 or HFRS-2 asphalt and of the cover stone. The HMAC course will be tested for compaction and depth. All compaction test reports will include a copy of the work sheet showing 100% Design Proctor Standard. Pavement concrete will be tested for Compressive strength. A test specimen will be taken at intervals no greater than 500 feet. The developer shall pay for all testing and will furnish the County Engineer's Office with certified copies of these tests.
- 5.3 All underground nonferrous utilities within an easement or street must be accompanied by ferrous metal lines to aid in the location of the utilities through the use of a metal detector except for electrical lines.
- 5.4 All pavement to be designed by a professional engineer. The design is to be based upon a soil report of samples

taken along the proposed streets. Test holes will be placed at a maximum spacing of 1000 feet of proposed roadway. The County Engineer shall review the report along with the street and drainage construction plans for the subdivision.

- 5.5 Iron Rods and caps shall be placed at all points of curvatures and tangencies for all rural streets.

A6. Subgrade

- 6.1 The preparation of the subgrade shall follow good engineering practices as directed by the Design Engineer. When the P.I. is greater than 20, then a sufficient amount of lime shall be in accordance with TxDOT Item 260 - Lime Treatment For Materials Used As Subgrade (Road Mixed) and Item 264 Lime and Lime Slurry until the P.I. is less than 20. Subgrades such as sand, with low plasticity (P.I. less than 5) shall be cement stabilized. The subgrade will be prepared and compacted to 95% Standard Proctor density. The subgrade shall be watered, rolled and bladed to a depth of 6 inches before any flexible base material is placed on it.
- 6.2 The subgrade must be inspected and approved by an Independent Testing Laboratory and a certified copy given to the County Engineer's Office.
- 6.3 The subgrade shall extend 24 inches outside of the base width on each side of the base material.

A7. Base Material

- 7.1 Base material shall conform to TxDOT Item 247 "Flexible Base". The base material shall be Type A Grade 2.
- 7.2 The base will be prepared and compacted to 95% Standard Proctor Density, +1-2% optimum moisture. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of all tests given to the County Engineer's Office for approval. All streets must have a flexible base. The flexible base shall have a minimum thickness of six (6) inches after compaction of the authorized base material on local streets and a minimum thickness of eight (8) inches after compaction of the authorized base on collector and arterial streets.
- 7.3 The base shall extend 24 inches outside the paving width on each side of the pavement material.

A8. Wearing Surface

- 8.1 Urban streets require a minimum 2" layer of HMAC Type D. Compact to 95% Standard Proctor density. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. The County Engineer's Office shall be provided with a copy of the HMAC design.
- 8.2 Rural streets require a minimum 2" layer of HMAC Type D. Compact to 95% Standard Proctor density. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. The County Engineer's Office shall be provided with a copy of the HMAC design.
- 8.3 Paving material shall be applied only as directed in the TxDOT Manual.
- 8.4 The asphalt surface must be inspected and approved by an Independent Testing Laboratory and a certified copy given to the County Engineer's Office for approval by the County Engineer.

A9. Concrete

- 9.1 Design Engineer shall determine class of concrete for each structure. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. Batch design will be required for each class of concrete. Test specimens will be required for each 500 SY or a minimum of cylinder for each class of concrete. For structural concrete, test cylinders will be required for each 50 CY. A slump test will be required for each set of test beams or cylinders. Air entraining and retarding agents used shall be from approved TxDOT list. Fly ash is allowed in the mix. Concrete pavement shall be a 5 ½ sack mix and a 28-day compressive strength of 3500 PSI. Structural concrete shall have a 28-day compressive strength of 4000 PSI.
- 9.2 Minimum pavement requirements shall be as follows:
 - 9.2.1 Subgrade - in accordance with A6.1
 - 9.2.2 Arterial Street - minimum thickness is seven (7) inches with #4 bars on 18-inch centers, each way.
 - 9.2.3 Collector Street - minimum thickness is seven (7) inches with #4 bars on 18-inch centers, each way.
 - 9.2.4 Local Street - minimum thickness is six (6) inches with #4 bars on 24-inch centers, each way.
 - 9.2.5 All reinforcing steel shall be a minimum Grade 60, ASTM A615

A10. Street Names and Markers

- 10.1 All streets to be dedicated to the public with a subdivision shall be named, with prior approval for the name from the 911 County System, and the Commissioners Court. The street names shall be displayed on standard intersection street markers erected by the Developer at each street intersection. All houses shall be numbered. Where rural route mail boxes are in use, the boxes shall be set behind curbs 3 ft. from the edge of the pavement when used. All mailboxes within county right-of-way shall meet the current TxDOT standards.
- 10.2 Traffic control signs (such as stop, yield, and speed limit signs) as approved by Commissioners Court, shall be installed by the Developer of the subdivision at all intersections. Other traffic control signs shall be installed to indicate any unusual traffic or street hazard or conditions that may exist. All traffic control devices shall be placed in compliance with the current standards of the TxDOT and the construction cost shall be included in the security. The placement of these signs shall be shown in the construction plans.
- 10.3 A speed limit of 30 MPH for local streets, 40 MPH for collector streets, and 50 MPH for arterial streets within all platted subdivisions is required. This limit may be changed only by Commissioners Court upon a finding that the prima facia maximum reasonable and prudent speed for a particular street (or part of a street) should be different, based on an engineering study.
- 10.4 All of the requirements regarding street names, street signs and traffic control signs must be fulfilled prior to being accepted for final maintenance by the Commissioners Court, under Section 6.
- 10.5 All street signs shall adhere to the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

A11. Drainage - see Appendix E

A12. Driveways

- 12.1 Minimum driveway spacing on arterial streets without curb and gutter shall be 100 feet.
- 12.2 The use of concrete "dip type" driveways is encouraged. The maximum grade break at each vertical point of intersection shall be 15%. Concrete will be 3000 PSI with a minimum thickness of five inches.

Minimum reinforcement shall be #3 at 18" on center each way (ocew).

A13. Pipelines

13.1 Petroleum Pipe Line Crossing

13.1.1 When new streets are constructed over pipe lines, the pipe lines must meet the following requirements:

13.1.1.1 Encased pipe must be at least 3 feet below the deepest proposed ditch grade.

13.1.1.2 Non-cased pipe (of extra wall thickness meeting Federal Regulations) must be at least 4 feet below the deepest proposed ditch.

13.2 No street will be accepted for maintenance by Waller County which contains a petroleum pipe line within the right-of-way, other than crossing pipe lines. The exact horizontal and vertical location of pipe must be shown as determined in the field. The note from Section B.10 must be shown on the face of the plat.

Appendix B --- Plat Notes

B1. Street Widening Easements

Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.

B2. Owner's Responsibilities

The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the Developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.

The County assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development.

The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

B3. Owner's Release

The standard format for owner's approval of the plat restrictions and dedication of easements shall be as follows:

For Corporations (Face of Plat)

We, **(Name of President)** and **(Name of Secretary)**, President and Secretary respectively, of **(Name of Company)**, owner of the property subdivided, in this plat of **(Name of Subdivision)**, make subdivision of the property on behalf of the corporation, according to the lines, lots, building lines, streets, alleys, parks and easements as shown and dedicated for public use, the streets, all alleys, parks and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alternation of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs successors and assigns to warrant and defend the title to the land so dedicated.

In Testimony, hereto, the **(Name of Company)**, has caused to be signed by **(Name of President)**, its President, attested by its Secretary, **(Name of Secretary)**, and its seal, this ____ day of _____, 20__.

Name of Company

By: _____
President

Attest: _____
Secretary

Notary Public (for Corporation)

STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the under signed authority, on this day personally appeared **(Name of President)**, President, and **(Name of Secretary)** Secretary of **(Name of Company)**, known to me, to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that the same was the act of the corporation, for the purposes and considerations expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____ 20 ____.

Notary Public

In and for _____County, Texas

For Individual(s) (Face of Plat)

I, (or we), (Name of owner or names of owners), owner, (or owners) of the property subdivided in the above map of the (Name of Subdivision), make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate for public use, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS MY (or our) hand in (City), _____,
County, Texas, this ___ day of _____, 20__.

(Signature of Owner)

(Signature of Owner)

Notary Public [For Individual(s)]

STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared [Name(s) of Owner(s)], known to me to be the person(s), whose name(s) is (or are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed it for the purposes and consideration set forth.

Given under my hand and seal of office, this ___day of _____, 20__.

Notary Public
In and For _____County, Texas

B4. Lien Holder's Release

(The following phrase is to be included only if there is a lien against the property) (Face of Plat)

I (or we), [Name(s) of Mortgage(s)], Owner and Holder (or owners and holders) of a lien (or liens) against the above-described property, the lien (or liens), being evidenced by an Instrument of Record in Volume _____, Page _____, of the Mortgage Records of Waller County, Texas subordinate to the subdivision and dedication the lien (or liens), and I (or we) confirm that I am (or we are) the present owner (or owners) of the lien (or liens) and have not assigned the same, nor any part.

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

B5. CERTIFICATE OF COMMISSIONERS COURT

APPROVED by Commissioners Court of Waller County, Texas, this ____ day of _____, 20__.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

B6. CERTIFICATE OF COUNTY CLERK

(Face of Plat)

Provide box for County Clerk's Statement - 6 inches (right to left) and 2 inches (top to bottom), and adjacent to bottom margin

APPROVAL BY PLAT ROOM RECORDER (Face of Plat)

_____ Date

_____ Plat Book Recorder

Volume _____, Page _____

B7. CERTIFICATE OF CITY COUNCIL

(If Subdivision is located within Extraterritorial Jurisdiction) (Face of Plat)

The certificate must follow the city's regulations.

B8. FLOOD PLAIN CERTIFICATION

The following note shall appear on the face of the Plat, "Structures built on lots in the designated Flood Plain shall be elevated to the Base Flood Elevation. No building permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information."

B9. PIPELINES

(Face of Plat)

(Show all existing oil and gas pipe lines and/or plus pipe line easements or statement that:) No pipe line or pipe line easement exist within the boundaries of this plat.

If pipe lines do exist within the proposed subdivision, written "crossing" approvals must be submitted from each owner.

B10. ADDITIONAL PLAT NOTES AND RELEASES

A. CERTIFICATE OF SURVEYOR (Face of Plat)

This is to certify that I (Name), a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

Surveyor
State Registration No. _____
(Seal)

B. LEGAL DESCRIPTION (Face of Plat)

(Herein, provide a legal description [metes and bounds description] of the property platted, tied to an original corner of the original survey.)

C. CERTIFICATE OF COUNTY ENGINEER (Face of Plat)

I, (Name of County Engineer), County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County.

Date

County Engineer

D. CERTIFICATE(S) OF TAX COLLECTOR

(This document does not appear on the face of the Plat, but is a separate document. A Certificate from each Tax Collector of a Political Subdivision in which the property is located must accompany the Plat to be recorded, showing that all taxes owing to the State, County, School District, Drainage District and/or other Political Subdivision, have been paid in full to date.)

E. DRAINAGE DISTRICT APPROVAL (Face of Plat)

(If subject property lies within the boundaries of a Drainage District.)

Date

(Commissioner)

(Commissioner)

The owner who intends to use the land for any type of rental community including (a manufactured home rental community) must have an infrastructure development plan prepared that complies with the minimum infrastructure standards established in Appendix C.

Appendix C --- Infrastructure Development Plan

C1. Infrastructure Development Plan

- 1.1 The Rental Community Infrastructure Development Plan (IDP) shall show at minimum the following:
 - 1.1.01 The development shall have a minimum of sixty (60) feet fronting a street or roadway which has been previously dedicated to the public for the public's use and benefit as a street or roadway. Access roads to be the individual rental spaces must be constructed and paved to a minimum width of 20 feet with a 1 ½ inch thick Hot Mixed Asphaltic Concrete (HMAC) paved surface, 8 inch thick crushed stone base, and, if located in clay or sandy soils, a 10 inch thick treated subgrade.
 - 1.1.02 No space may contain more than one single family residential unit or Commercial Unit. No common driveways shall be allowed. Each space shall have separate and individual access.
 - 1.1.03 A survey of the property shall be submitted to the County Engineer's Office prior to the request by the owner or occupier of the lot for any permit and/or utility services.
 - 1.1.04 The owner shall submit a letter of application, signed by the owner, that stipulates the intention of the owner; name, address, phone number of the owner; names of water and electricity providers; and name of wastewater provider or type and usage of onsite sewage facilities.
 - 1.1.05 Only 22" x 34" or 24" x 36" sheets will be acceptable and at a maximum scale of 1"=200' (1" = 100' preferred), or as approved by the County Engineer. An index on the first sheet is required when more than two sheets are required for the IDP.

- 1.1.06 Names, locations, dimensions (bearings and distances), and layouts of existing and proposed streets, alleys easements, and other public right-of-way and public street right-of-way easement, alley, park, or other public dedication.
- 1.1.07 Dimensions, bearings and distances, of the proposed rental spaces.
- 1.1.08 Signatures and date of approval and certifications on the IDP. These approval signatures shall be not more than six (6) months prior to the submission. Examples of the required acknowledgments and certifications are as contained in the exhibits attached hereto.
- 1.1.09 Legal description, acreage, and name of the proposed Development. The Development's name shall not be spelled or pronounced similarly to the name of any existing Development or Subdivision located within the County.
- 1.1.10 The boundary of the Development indicated by a heavy line and described by bearings and distances.
- 1.1.11 Scale, legend, north arrow, spot elevations on 100' or an appropriate grid, with two foot (2.0') contour lines. Alternate contour intervals may be submitted, based on terrain, with approval from Commissioners Court and County Engineer.
- 1.1.12 Deed record, name of owner, volume and page number of adjoining properties.
- 1.1.13 Dates of survey and preparation of IDP.
- 1.1.14 Identification code, location, description, and elevation of the USGS or appropriate benchmark used in the survey.
- 1.1.15 Front building setback lines. Back and side building setback lines by note.
- 1.1.16 Location of any City's corporate limit line or extraterritorial jurisdiction line.
- 1.1.17 Vicinity map with streets, ditches, general drainage flow directions to the ultimate outfall,

city limits and ETJs, and other major land features.

- 1.1.18 Net area (gross area less easements) of rental spaces and/or units to the nearest 1/100 of an acre for lots using On-Site Sewage facilities and/or well water.
- 1.1.19 Limits of flood hazard areas as defined by the appropriate FEMA FIRM panel and the proposed finished floor elevation of buildings within these flood hazard areas on each space.
- 1.1.20 A certification by a Surveyor or Engineer describing any area of the Development that is in a Flood Plain or stating that no area is in a Flood Plain, as delineated by the appropriate FEMA FIRM panel and date.
- 1.1.21 A surveyor's signature and seal on the IDP for certification.
- 1.1.22 The description of the water and sewer facilities, electricity and gas utilities, and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to serve the Development and a statement of the date by which the facilities will be fully operable, prepared by an Engineer (may be included in an attached document). A certification must be included that the water and sewer facilities described by the IDF, or document attached to the IDP, are in compliance with these Regulations.
- 1.1.23 Approvals by other regulatory and governing bodies, as required.
- 1.1.24 Letters signed and dated from water, wastewater, and electric utilities of service commitment and availability and statement of approval of existing and proposed utility easements.
- 1.1.25 A tax certificate showing that all taxes currently due with respect to the original tract have been paid.
- 1.1.26 Results of soil analysis certified by a qualified site evaluator (as defined by 30 TAC Chapter 285) for on-site sewage facilities (OSSF).
- 1.1.27 Engineering Design Construction Plans for roadway access to each rental space for fire and emergency

vehicles.

1.1.28 Drainage design plans to ensure adequate drainage off of the rental spaces and/or units to drainage channels and out of the Development, including the design of drainage structures, culverts, and/or systems using a 10 year storm frequency, such that the drainage out of the Development does not have a negative drainage impact on neighboring properties. If additional right-of-way (ROW) is required for existing County road drainage and access as determined by the County Engineer to achieve a 60 foot wide right-of-way, the owner shall dedicate the right-of-way to the County.

1.1.29 The Engineering Report, as described in Appendix D of these regulations.

2.1 Inspection of Improvements. Construction of a proposed Rental Community may not begin before the date the County Engineer and Commissioners Court approves the IDP. Periodic inspection of improvements may be required, as directed by the County Engineer. If the County Engineer directs that a final inspection is required, it must be completed not later than the second business day after the date the County Engineer receives a written confirmation from the owner that the construction of the infrastructure is complete. If the inspector determines that the infrastructure improvements comply with the IDP, then the County Engineer shall issue a Certificate of Compliance no later than the fifth business day after the date the County Engineer receives written confirmation from the owner that the infrastructure has been completed and in compliance with the IDP.

3.1 Utilities. A Utility may not provide utility services, including water, sewer, gas, and electric services, to a Manufactured Home Rental Community subject to an IDP or to a manufactured home in the community unless the owner provides the utility with a copy of the Certificate of Compliance issued by the County Engineer. This requirement applies to:

3.1.01 A municipality that provides utility services;

3.1.02 A municipality owned or municipality operated utility that provides utility services

3.1.03 A public utility that provides utility services;

3.1.04 A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;

- 3.1.05 A county that provides utility services; and
 - 3.1.06 A special district or authority created by state law that provides utility services.
- 4.1 Timely Approval of Infrastructure Development Plans. No later than the 60th day after the date the owner of a proposed manufactured home rental community submits an infrastructure development plan for approval, the County Engineer will reject the plan, if it is deficient, or request the IDP be placed on the agenda for Commissioners Court and recommended an action. If the plan is rejected, the written rejection must specify the reasons for the rejection and the actions required for approval of the plan. The failure to reject a plan within the period prescribed herein constitutes approval of the plan.

Appendix D --- Engineering Report for Manufactured Home Rental Communities

D1. Engineering Report - This report, which shall be signed, dated, and sealed by a licensed professional engineer registered in Texas, shall contain detailed and definitive information on the following:

1.1 Water Supply Facilities

1.1.01 Public Water Systems

- a. If the water supplier is a political subdivision of the state: a city, municipality, utility district, water control and improvement district, nonprofit water supply corporation, etc., the Developer shall furnish a signed letter of service availability from the water supplier to provide the state's minimum requirements of quality and quantity of water to the proposed Development.
- b. Water service must be extended into the Development to each lot or rental space if the existing water lines are located within 300 feet of the Development and if there is sufficient water available by the water supplier.

1.1.02 Private Wells or Non-public Water Systems - Quantitative and qualitative results of sampling test wells in accordance with requirements promulgated by the TCEQ and the Texas Department of Health shall be included where individual wells are proposed for the supply of drinking water to residences and other establishments. The results of the analyses shall be made available to the prospective property owners or renters.

1.1.03 Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the

Engineering Report.

2.1 Wastewater Disposal Facilities

2.1.01 Centralized Sewerage Facilities

- a. If wastewater treatment is provided by a political subdivision of the state (city, municipality, utility district, water control and improvement district, nonprofit water supply corporation or an existing investor-owned water supply corporation, etc.) the Developer shall furnish a signed letter of service availability to provide the state's minimum wastewater treatment standard for the proposed Development from the utility.
- b. Prior to IDP approval, an appropriate permit to treat and/or dispose of wastes for the ultimate build-out of the Development shall have been obtained from the TCEQ and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the Engineering Report.
- c. Wastewater disposal service must be extended into the Development to each lot or rental space if the existing wastewater lines are within 200 feet of the Development and there is sufficient wastewater capacity available from the wastewater service provider.

2.1.02 On-Site Sewage Facilities - The engineering report shall include soil analysis results as required under the Waller County Regulations for On-Site Sewage Facilities.

3.1 Roadways. The Engineering Report shall include a description of the roadways within the Community, and include information on the roadway cross section, pavement width and thickness, base thickness, subgrade treatment, material specifications, and other information as required in these Regulations. Plans and specifications for these improvements shall also be submitted to the County

Engineer's Office for approval by the County Engineer prior to construction.

- 4.1 Signage Plan. A signage plan for the streets to be constructed, if any, is to be included that shows an overall street layout depicting the location and description of signs and traffic control devices to be installed. The traffic control devices will include street name signs, stop signs, yield signs, speed limit signs, directional controls, striping, and delineators, etc.
- 5.1 Traffic Impact Study. For Manufactured Home Rental Communities of 100 spaces or greater, the Engineering Report may, at the request of the County Engineer, be required to include a Traffic Impact Study in accordance with the requirements of the County to assess the effects of additional traffic on the existing and proposed transportation system.
- 6.1 Drainage. The Engineering Report shall include information on the Development and roadway drainage, culverts, conveyances, outfalls, and other information as required to properly convey storm water within and away from the Development. Plans and specifications for these improvements shall also be submitted to the County Engineer's Office for approval by the County Engineer prior to construction.
- 7.1 Electronic Submission. An electronic file in AutoCAD format (.dwg) of the layout of the lots and streets (to scale and with state plane coordinates) within the Development shall be submitted for incorporation to the County-wide map.

Appendix E --- DRAINAGE CRITERIA MANUAL

I. INTRODUCTION

Purpose

This DRAINAGE CRITERIA MANUAL (the Manual) provides design guidance for use by developers and engineers in preparation of drainage plans for development within the unincorporated areas of Waller County. It establishes rules and regulations that must be consistently followed and will be enforced throughout the unincorporated areas of the County. The design methods presented in this manual are intended to provide guidance for determination of runoff rates; methods of storm water collection, conveyance, and detention; and design standards for facilities (ditches, ponds, detention basins, etc.).

Methods of design and analysis other than those included in this Manual may be considered in certain cases where there may be inherent problems with the traditional methods. However, any deviation from this Manual will require consideration and acceptance by the County Engineer before approval will be granted for any work based on these alternatives.

Policy

Due to the nature of the watershed hydraulics within Waller County and the prevalent existence of flood plains that exceed the banks of the creeks, it shall be the policy of Waller County to maintain zero net increase in storm water runoff rates and to insure no negative impacts attributable to new development. Although it is Waller County's long-term goal to construct and maintain facilities (i.e., channels and regional detention facilities) that will contain 100-year storm flows within drainage rights-of-way, it is recognized that further impacts cannot be tolerated in the interim period. It is further recognized that impacts to other land owners and jurisdictions outside of Waller County's boundaries are unacceptable, and Waller County is dependent and supportive of the action of others to construct upstream and downstream facilities to accommodate 100-year flows.

Individual developers must provide infrastructure required to meet Waller County's stated objective of zero net increase in runoff rates and no negative impacts. Practically, this will mean that developers will provide adequate on-site detention volume to off-set increased runoff rates and must provide compensating storage volume for all fill placed in the floodplain. Development in the delineated 100-year floodway will be restricted by Waller County. Waller County prefers separate off-line detention facilities, but in-line facilities will be considered on a case-by-case basis and will only be approved after Waller County is satisfied that there will be no negative impacts to adjacent property owners.

Waller County recognizes that a portion of the County lies within the jurisdiction of the Brookshire-Katy Drainage District. A developer shall obtain approval from the District for all development projects within the District. In case of a conflict between the requirements of the County and the District, the more stringent of the two shall apply.

II. ADMINISTRATION

Submittal

Waller County has authority for review and approval of development plans for projects within its jurisdiction. Prior to commencing construction on proposed improvements, two (2) copies of plans, plats, reports, and calculations shall be submitted for review at least two weeks prior to the meeting at which the item will be considered. Proposed plats and plans shall be submitted for each development unless an overall master drainage plan for the development has been previously approved, in which case the applicant must demonstrate compliance with the approved master plan. All plans and reports must be prepared and sealed by a Professional Engineer licensed to practice in the State of Texas.

In addition, if the project is located within the Brookshire-Katy Drainage District, the Developer shall obtain written approval from the District of the development plans, and a copy of said approval shall be submitted to the County Engineer as a requirement of final plat approval.

Site Visit

Waller County may require a representative of the property owner or developer to meet with Waller County Representative at the project site prior to drainage plan approval. This meeting shall be for Waller County's benefit and allow the Waller County Engineer to better understand the developer's intentions.

Datum

All topographic information shown on plans must be on the same vertical datum as the current FEMA FIRM Map showing the project area.

Drainage Plan Review

The drainage plan shall present the applicant's overall approach to collecting and conveying rainfall runoff to the appropriate drainage artery. It is recommended that prior to preparation of the plan a meeting be arranged between the applicant and the Waller County Engineer to discuss the proposed concept for drainage of the project. The design submittal shall contain the following items:

1. Name, address, and phone number of engineer that prepared the plan including contact person.
2. Scale of drawing with a minimum scale of 1"=100'.
3. Benchmark and reference benchmark with datum and year of adjustment.
4. A detailed location or vicinity map drawn to a scale. The project site shall be accurately located on the map.
5. Date on all submittals with date of all revisions with month, day, and year.
6. Signature lines for The County Engineer.
7. Contour lines at 1 foot where slopes do not exceed 2.0% and 5 foot intervals for slopes exceeding 2.0% intervals covering the entire development and extended beyond the development boundaries at least 50 feet on all sides. At least two contours are required for each project.
8. Preliminary scheme for the passage of sheet flow from adjacent properties.
9. Drainage area divides for project area, with peak run-off rates for each drainage area.
10. Locations of all planned drainage improvements proposed for moving run-off water from the development to the principle drainage artery, i.e., creek, stream, bayou, ditch etc., and their point(s) of entry into the drainage artery.
11. Points at which structures or pipelines will cross drainage ditches, streams etc., within the development.
12. Locations of structures or other physical features on the development area to provide orientation as required during field inspection of the site.
13. Location of all existing drainage structures, utility lines, pipelines, and other underground features on the property and adjacent rights-of-way.
14. Location and dimensions of all proposed drainage easements and rights-of-way.
15. Location of major drainage arteries adjacent to or crossing the development.
16. Cross-section of detention facility.
17. Detention calculations in accordance with SECTION VI including volumetric calculations of detention provided.
18. Drainage area map of receiving system, if discharging to existing storm sewer system. Drainage area of receiving channel if discharging to open ditch or stream. Include calculations to prove capacity is available.
19. Copy of approved permit from TxDOT if draining to or impacting their system.
20. Copies of documents and letters of request for permission to cross privately held easements or rights-of-way and their approvals to do so.
21. Limits of 100-year flood plain.

Drainage Plan Approval

The Waller County Engineer shall provide comments to the applicant as soon as possible after submittal.

At least seven working days prior to Waller County

Commissioner's Court regularly scheduled meeting, revised plans/Reports addressing all comments must be submitted to the Waller County's Engineer. If all comments have been addressed, the plan will be placed on that agenda.

At Waller County Commissioner's Court meeting at which drainage plan approval is being considered, the original and one (1) copy of the plan must be submitted (the original will be returned for inclusion in the construction plans).

Time Limits of Approvals

Approvals shall expire within one (1) year if a construction has not commenced within that time. In cases where approval is given for a master plan and only certain sections are built immediately, the master plan approval will be valid for five (5) years.

Upon written request, the County Engineer may grant extensions of approval for up to one (1) year. All requests for extensions must be approved prior to the expiration of the original approval. No more than one (1) extension will be granted.

Revisions to Drainage Plans and Reports

All revisions to either the approved drainage plan or plat must be approved by the County Engineer. The County Engineer may require a re-submittal of a drainage plan or Report dependent upon the character and extent of the changes made as determined by Waller County.

III. HYDROLOGY

Hydrology is the study of precipitation. Policy makers and engineers must study and understand hydrology because they are interested in designing and building structures and systems to safely convey and discharge precipitation runoff while minimizing the potential of flooding. They must determine how much water should be collected and conveyed or stored, how fast this process must take place, how much can be safely discharged without adversely impacting surrounding properties, and what are other effects of the development being considered. The following sections discuss specific parameters and methods to be used in analyzing proposed developments in the unincorporated areas of Waller County.

Storm Frequency

All drainage improvements shall, at the minimum, be designed for the following storm frequencies. The return intervals listed here are minimums, and the individual design engineer or Waller County may chose to exceed these minimums given site specific requirements or constraints.

| Type of Facility | Return Interval Storm |
|---|-----------------------|
| Closed Conduit Storm Sewers (for new developments) | 2-year |
| County Ditch Culverts (serving less than 100 acres) | 5-year |
| County Ditch Culverts (serving 100 to 250 acres) | 25-year |
| County Ditch Culverts (serving 250 acres or more) | 50-year |
| Bridges crossing County Ditches | 100-year |
| Major Ditches and County Channels | 100-year |
| Detention Facilities | 100-year |

Peak Storm Runoff Rates

The Rational Method can be used for determining peak runoff flow rate for both existing and proposed conditions. These peak runoff rates are used to estimate the impact of development and the conveyance requirements for drainage improvements. This method is applicable for small to medium drainage areas (generally less than 640 acres) where the flow domain is typically overland sheet flow or shallow surface ditch flow. Other methods should be used to estimate peak runoff rates for larger areas or those served by well defined channels where flow routing in defined channels may be significant. The Rational Method takes the following form:

$$Q = C_f * (C * I * A)$$

Where:

- Q = Peak Runoff Flow Rate (cfs)
- C = Runoff Coefficient, See TABLE A
- C_f = Frequency factor (the product of C_f and C should not exceed 1.0)
- A = Area of drainage basin being studied (acres)
- I = Rainfall Intensity of the design storm (inches/hour)

Frequency Factor (C_f)

The Frequency Factor is used in the Rational Method to scale the magnitude of the peak runoff in relationship to the return interval of the storm consistent with observed runoff data. This adjustment factor is used to account for the effects of antecedent moisture conditions that are generally associated with the less frequent storms. Appropriate values of C_f are presented in the following table.

| Storm Frequency | Frequency Factor (C _f) |
|-----------------|------------------------------------|
| 10 | 1.00 |
| 25 | 1.10 |
| 100 | 1.25 |

The product of C_f and C used in the Rational Method should not exceed 1.0.

Basin Time of Concentration (T_c)

The storm rainfall Intensity used in Rational Method will be selected based upon the return interval of the storm to be used (specified in the Storm Frequency Table above), and the duration of the storm to be used (based on the study basin's time of concentration). Time of Concentration (T_c) is defined as the length of time it takes a drop of water to travel from the most hydraulically remote portion of the drainage basin to its outlet.

T_c is a property of the drainage basin reflective of its area, shape, surface gradient, land use, land cover, and soil type. T_c (in minutes) may be estimated from the following equation:

$$T_c = \text{Length} / (\text{Velocity} * 60) + 10$$

Where:

Length = Flow distance (feet)

Velocity = Flow velocity (fps) [see following table]

| Flow Condition | Representative Velocities |
|--|---------------------------|
| Shallow overland flow in undefined channels | 0.25 to 0.50 fps |
| Flow in street curb & gutter or road ditches | 0.75 to 1.25 fps |
| Flow in shallow ditches | 1.5 to 3.0 fps |
| Flow in defined channels | 2.0 to 4.0 fps |
| Flow in closed conduit storm sewers | 3.0 to 5.0 fps |

The constant value of 60 in this equation is used to convert seconds to minutes and 10 is used as an estimate of initial delay between the start of rainfall and development of actual surface runoff. This method can be applied fairly accurately to large and small basins with either undeveloped or developed surfaces. However, the designer must specify the flow condition and estimated flow velocities for each flow domain on the site (i.e., the first 100' is overland flow followed by 250' in a gutter followed by 400' in closed conduit, etc.) and estimate time of concentration as the sum of all these individual flow conditions.

The flow path used as the basis of this calculation should be clearly denoted on the plans with the associated design calculations.

Another method that can be used to estimate time of concentration for developed areas (i.e., storm sewer projects) is in the following form:

$$T_c = 10 * (A)^{0.1761} + 15$$

Where:

A = Drainage Basin area (acres)

This method accurately estimates T_c for sewered projects, however it tends to underestimate actual T_c for basins with significant overland flow or open ditch flow, and therefore may overestimate peak runoff flow rates for these basins.

Alternative methods for estimating the basin's time of concentration will be accepted for reviewed by Waller County, and may be allowed for use if the method's applicability to a specific situation warrants its use over the methods presented.

Storm Intensity (I)

For small watersheds and individual developments, the storm intensity should be based upon the time of concentration of the basin being analyzed. For example, in the design of a detention facility serving a basin with a 2-hour time of concentration, an Intensity for a 100-year, 2-hour storm should be selected for use in the analysis.

For large watersheds and regional studies, use a 24-hour duration storm for the analysis and design. Appropriate design storm intensities are shown in TABLE C for various return interval storms.

V. HYDRAULICS

Hydraulics is the study of fluid flow behavior. Policy makers and engineers must study and understand hydraulics because they are responsible for designing and constructing conveyance and storage facilities capable of managing storm water runoff in a safe and effective manner while reducing the potential for flooding. The following sections discuss specific methods and parameters to be used in analyzing proposed developments in Waller County's service area.

Open Channel Flow

The vast majority of conveyance capacity within Waller County's service area is located in the network of open channels that Waller County builds and maintains. The Chezy-Manning equation will be used to estimate a ditch's conveyance capacity. This equation is in the following form:

$$Q = 1.486/n * A * R^{2/3} * S^{1/2}$$

Where:

- n = Manning's Roughness Coefficient (unitless)
- A = Flow Cross-sectional area (sf)
- R = Hydraulic Radius (ft)
- S = Slope of the Hydraulic Grade Line (ft/ft)

Typical values for Manning's 'n' are included in TABLE B. The flow area (A) is estimated from the ditch cross-section, and is the area that will be conveying water (also called the wet area). The hydraulic radius is calculated as the wetted area divided by the wetted perimeter. The wetted perimeter is defined as the length of water/surface interface around the perimeter of the wetted area (does not include the water/air interface length). For open channels, the slope of the hydraulic grade line is estimated to be the same as the ditch slope.

Closed Conduit (Pipe) Flow

The Chezy-Manning equation presented earlier is also applicable for estimating flow capacity for closed conduits (i.e., pipes). There are some important distinctions to remember, including:

- Manning's 'n' for pipe materials are significantly different (i.e., smaller) than those for bare earth or vegetative surfaces. See TABLE B for appropriate 'n' values.
- The assumption of hydraulic grade line slope being approximately equal to the pipe slope is only valid under free flow conditions. Once the pipe is full and experiences surcharge conditions, the hydraulic grade line slope will increase as flow increases.

VI. DETENTION FACILITIES

To meet Waller County's requirements for zero net increase in runoff rates and no negative impacts due to new development, most projects will need to provide on-site detention facilities. Each detention facility should be designed based upon site specific parameters and constraints using accepted engineering methods. Waller County will not allow in-line storage within County ditches, channels, or streams. No approvals will be given by Waller County for any proposed development until the County Engineer has been satisfied that the proposed design meet Waller County's requirements. The following paragraphs describe general design requirements and allowable methods for generating appropriate designs.

The characteristics of an individual development may be such that additional calculations, plans, and details may be required both for proper review and for construction. The County Engineer shall notify the Developer or the Engineer as this need becomes evident.

General Requirements

As shown in the storm frequency table earlier, detention facilities will be designed to provide enough storage to accommodate a 100-year event for the sub-area it is intended to serve. Detention facilities may be designed to be wet (constant level ponds) or may be designed to drain completely. They must be designed and constructed with stable slopes (4:1), they must provide adequate access and maintenance berms around the entire perimeter (30' minimum), and they must have erosion control elements (i.e., backslope swales, drop pipes, slope pavement, etc.) as necessary to ensure a stable, low maintenance facility.

All detention facilities less than 2 acres in size must provide for 6 inches of freeboard between the projected 100-year water surface elevation and the top of the berm. All detention facilities over 2 acres must provide 1 foot of freeboard. Outfall structures must be designed to restrict outflow from the detention facility at a rate not to exceed the pre-developed conditions, and must include a controlled release mechanism to safely discharge runoff from storm events in excess of the 100-year design storm.

Detention storage may not be placed in road-side ditches or in curb-and-gutter streets in public or private easements and rights-of-way.

Volume Requirements

The following paragraphs describe allowable methods for use in determining storage volume requirements. This is not an exhaustive discussion of all methods, but will provide developers and engineers with a variety of tools for use in the unincorporated area of Waller County.

Coefficient Method

For small developments (less than 5 acres for commercial or 10 acres for residential), the developer may chose to use this simplified method for detention volume estimation. Using this method, the developer would provide detention storage using the following equation:

$$\text{Storage} = 0.65 * A_{\text{dev}}$$

Where:

Storage = Detention volume required (ac-ft),
 A_{dev} = The area of the site that will have modified cover (acres).

Using this method, storage is only provided for the portion of the site that is being developed. For example, on a 4 acre commercial tract with 2.5 acres of building, parking and landscape areas, the developer would be required to provide (2.5 acres)*(0.65 ac-ft/ac) = 1.63 ac-ft of detention storage. This method will not be allowed where the total developed area (either proposed or in the future) will exceed 5 acres for commercial or 10 acres for residential developments. The outfall structures will be designed separately as discussed in later paragraphs.

Small Watershed Method

The storage requirements for detention ponds can be determined using the Small Watershed Method (also called Malcom's Method). This method is a hydrograph based method that compares an expected inflow hydrograph to an allowable outflow hydrograph to determine required storage volume. Using this method, the required volume of storage is equal to the maximum cumulative difference between the inflow and outflow runoff curves.

DETENTION FACILITY INFLOW HYDROGRAPH

The inflow hydrograph is constructed by calculating instantaneous flow rates using the following equations:

$$Q_i = Q_p/2(1-\cos(\cdot t_i/T_p)) \quad \text{for } t_i \cdot 1.25 T_p$$

And

$$Q_i = 4.34*Q_p*\exp(-1.3*t_i/T_p) \quad \text{for } t_i > 1.25 T_p$$

Where: Q_i = instantaneous flow rate at time "i"
[cfs]

Q_p = peak flow rate (Rational Method) [cfs]

t_i = time interval "i" [minutes]

T_p = time to peak [minutes]

In the equations listed above, the time to peak (T_p) is calculated by:

$$\text{Time to peak } (T_p \text{ in minutes}) = V / (1.39 * 60 * Q_p)$$

Where: V = volume of runoff [ft³]

The total volume of runoff generated by the design storm event is the amount of rain that falls upon the watershed minus losses attributable to surface storage, soil infiltration, evaporation & transpiration, etc. For the purposes of projects within County jurisdiction, designers shall use a cumulative depth of excess rainfall of 9.7 inches when considering a 100-year event. Therefore, the total runoff volume is calculated by multiplying the cumulative depth of excess rainfall for the design storm event (9.7") by the watershed area.

DETENTION FACILITY OUTFLOW HYDROGRAPHS

Outflow hydrographs are constructed by determining the capacity of the outfall structure under incremental surcharge conditions. A table is generated that contains the estimated outfall rate for the proposed structure given increasing depths of ponding in the detention facility. To determine appropriate detention design, the engineer will provide a mass-balance for water in the detention facility (i.e. change in storage of the system equals the volume of water flowing in minus the volume of water flowing out) for several incremental time steps covering the duration of the storm event. The minimum storage requirement will equal the maximum cumulative storage determined in the time step analysis.

The Small Watershed Method is dependent upon the Rational Method for estimation of the peak flow rate, so it should only be used for basins of less than 200 acres where there is no well defined channel and any flow routing can be considered negligible.

HEC-1 / HEC-2 Computer Modeling

For basins over 640 acres in size, Waller County will require a HEC-1 hydrograph analysis covering the site and the adjacent parts of the watershed. This analysis should verify that the proposed improvements will not increase runoff rates anywhere in the system and therefore will have no negative impacts on adjacent properties. The engineer must submit a complete design report with sufficient detail (program input, program output and discussion of methods and assumptions used) for Waller County staff to review. Before beginning this type of analysis, please check with Waller County to receive the most current baseline HEC-1 model of the area for development (if one is available).

Outfall Restrictor Design

The outfall structure is an important design component of the detention facility. The design of the outfall structure can be as simple as a single pipe segment, and can be as complex as multiple pipes with differing diameters at staggered elevations with overflow weirs and flow orifices. The following paragraphs describe ways to estimate flow conveyance of several flow control structures.

Outflow Rate and design

To comply with Waller County policy to avoid increasing flood risks or flood hazards, maximum allowable outflow rates from detention basins are restricted to the pre-development flows from the 100-year, 25-year and 10-year Storm , 24-hour events.

If a downstream channel has less capacity than a 10 year event, also restrict the outflow to the amount the pre-development project site contributes to the channel when it is flowing full or at its flooding threshold.

When detention basin modifications are necessary to accommodate a proposed storm sewer outfall or a proposed development, design the modifications such that the 100-year, 25-year and 10-year Storm , 24-hour events water surface profiles in the detention basin and downstream channels are not increased above existing conditions.

If the outflow is into a roadside ditch or storm sewer, restrict the maximum allowable outflow to the rate allowed from the proposed site development using criteria adopted by the jurisdiction responsible for the roadside ditch or storm sewer.

Orifice

One of the most simple flow control structures is an orifice. An orifice is a two-dimensional flow structure (i.e., a drilled hole in a concrete wall, a hole in plate steel or a very short section of pipe) with an estimated conveyance capacity dependent upon the difference in water elevations from one side of the orifice to the other and the orifice opening area. The general equation for estimating flow through an orifice is as follows:

$$Q = C * A * (2 * g * H)^{1/2}$$

Where:

- Q = Orifice flow capacity (cfs)
- C = Orifice coefficient (unitless) [use 0.8]
- A = Orifice opening area (sf)
- g = Gravitational acceleration constant (32.2 ft/s²)
- H = Differential head across the orifice (ft)

For the design head differential (H) use the 100-year water surface elevation in the detention facility minus the 25-year water surface elevation in the receiving ditch (if known). If discharging directly into a roadside ditch or a storm sewer, use the difference between the 100-year water surface elevation at the entrance and the centroid of the orifice in feet when orifice is partially submerged

. The orifice should generally be greater than 6" diameter to reduce problems with clogging and blockage.

Outfall Pipe

The engineer may use one or more a pipe sections as flow control devices. The conveyance capacity of the pipe(s) can be estimated using the Chezy-Manning equation discussed earlier. In using this method, the slope of the hydraulic grade line is equal to the head differential across the structure divided by the length of the pipe section. For the design head differential use the 100-year water surface elevation in the detention facility minus the 25-year water surface elevation in the receiving ditch (if known). If discharging directly into a roadside ditch or a storm sewer, use the difference between the 100-year water surface elevation at the entrance and the centroid of the orifice in feet when orifice is partially submerged. The restrictor pipe shall not be less than 6" in diameter.

Overflow Weir

An overflow weir can be used on an outfall structure to restrict and regulate outflow. One of the biggest advantages of this outfall structure is that they do not have a finite conveyance capacity, and can therefore be used for emergency overflows to control larger than 100-year flows.

There are many types of weir designs to chose from when designing an outfall structure, and each has a slightly different equation for estimating flow capacity. One of the simplest to design and construct is a Cipoletti weir consisting of a horizontal weir (of width B) with triangular weirs on either side (at 4:1 slopes) and a depth of flow of H feet. Capacity of a Cipoletti weir can be estimate by the following equation:

$$Q = 3.367 * B * H^{3/2}$$

Where:

Q = Weir capacity (cfs)
B = Weir length (ft)
H = Depth of flow across weir (ft)

VII. DESIGN PARAMETERS

The proper hydraulic design of channels is of primary importance to insuring that nuisance drainage conditions, flooding, sedimentation and erosion problems do not occur or the frequency of their occurrence is at an acceptably low rate. The following minimum design standards shall be applied to construction of new or reconstruction of facilities.

Design Frequency

New facilities shall be designed and constructed to contain and safely convey runoff from the 100-year frequency storm when at all feasible to do so. Consideration must be made for the capacity of existing channels downstream, and no improvement shall be made that increase the frequency of downstream flooding.

Design Flow Velocities

Excessive flow velocity can cause erosion problems, may pose a threat to bank stability and may create safety problems. Additionally, velocities that are too low may allow sediment deposition resulting in loss of channel capacity. Generally, design flow velocities in unlined open channels (for 100-year flows) should be between 2 and 5 fps. Flow velocities in concrete lined channels may increase to be between 5 and 8 fps.

Ditch Channel Slope

Ditches shall have a minimum constructed channel slope of 0.05% to provide for the minimum velocities noted earlier. Excessive slopes may unnecessarily increase the potential for erosion of banks and undermining of bridge and culvert structures, therefore maximum slopes should generally not exceed 1.00%. In areas of steep topography, channel drop structures may be required to limit channel invert slopes.

Ditch Side Slopes

In grass lined channels, maximum side slopes shall be 4:1 (horizontal:vertical). Variance from this criteria may be granted by the County Engineer to accommodate site specific issues, but 3:1 slopes should be the absolute steepest unlined slope proposed. Side slopes for concrete lined channels shall be based on field conditions and shall be site specific.

Ditch Bottom Width

The bottom width for ditches should generally be no less than 2 feet. A larger bottom width may be required to meet other issues including ditch capacity, design velocity, etc.

Ditch Horizontal Curves

In general, centerline curves for grass channels should be as gradual as possible and should have a radius greater than three times the ultimate ditch top width. Smaller curvature radii can be allowed with adequate slope paving as approved by the County Engineer.

Ditch Confluences

The angle of intersection between the tributary and main channel should be between 15° and 45° (with an optimal value of 30°). Angles in excess of 90° will not be permitted.

Ditch Transitions

Expansions and contractions should be designed to create minimal flow disturbance and thus minimal energy loss. Design consideration must be given to reducing erosion potential and turbulent flow characteristics at ditch transitions.

Ditch Drop Structures

When introducing flow into ditch main channel from shallow surface swales, the designer must include drop pipes to reduce the erosion potential at the confluence. Drop structures shall be appropriately sized for the area being served; with a discharge elevation of 12" above the main channel flowline.

Concrete Lined Channels

As field conditions necessitate, concrete lined channels may be required to provide adequate capacity or erosion protection for less than optimum drainage easement widths. Design of concrete lined channels will be considered by Waller County on a case-by-case basis.

Detention Facilities

Detention facilities shall have:

- Minimum 30-foot wide maintenance berm on all sides.
- Maximum side slopes no steeper than 4:1(h:v).
- Bottom of facility shall have a Minimum 1% cross slope.
- Facility shall have a concrete pilot channel.

Variance from this criteria may be granted by the County Engineer to accommodate site specific issues, but 3:1 side slopes should be the absolute steepest unlined slope proposed.

Table A

Rational Method 'C' Values

| Land Use or Land Cover | Rational Coefficient 'C' |
|---|--------------------------|
| Raw, undeveloped acreage | 0.20 |
| Improved, undeveloped acreage (i.e., mowed, filled, graded, etc.) | 0.30 |
| Park Land | 0.40 |
| Residential - 1 acre lots or larger | 0.40 |
| Residential - ½ to 1 acre lots | 0.45 |
| Residential - less than ½ acre lots | 0.55 |
| Multi-Family | 0.75 |
| Commercial/Industrial | 0.90 |

Table B

Manning's 'n' Values

| Channel/Pipe Material | Manning's 'n' |
|--------------------------------------|---------------|
| Plastic Pipe (PVC & HDPE) | 0.013 |
| Clean Cast Iron | 0.014 |
| Concrete | 0.013 |
| Corrugated Metal | 0.025 |
| Smooth Bare Earth | 0.018 |
| Natural Channels (good condition) | 0.025 |
| Natural Channels (stones & weeds) | 0.035 |
| Natural Channels (poor condition) | 0.060 |
| Rip-rap | 0.035 |

Table C

Design Intensity Values for Use in Waller County

$$I = b / (T_c + d)^e$$

| Storm Frequency | e | b | d |
|-----------------|-------|----|-----|
| 2-year | 0.809 | 70 | 8 |
| 5-year | 0.785 | 77 | 8.1 |
| 10-year | 0.757 | 80 | 8.1 |
| 25-year | 0.736 | 84 | 8.1 |
| 50-year | 0.729 | 91 | 8.1 |
| 100-year | 0.714 | 92 | 8 |

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: _____

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 _____, 20__.

Notary Public in and for the State of Texas

My commission Expires:

**EXHIBIT E
VARIANCES**

| Subject | Current Development Ordinance | Approved Variance |
|-----------------------|--|---|
| Streets | 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 |
| Streets | 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 |
| Setbacks | 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' Side: 5' on each side Corner lots: 10' on street side; 5' on inner lot line |
| | | Townhouse products, or other specialty products, may have zero front and side setbacks |
| Lot Size | | 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. |
| Pavement Width | | Major Streets- 28 ft to 64 ft between back of curbs Secondary Streets- 36 ft to 44 ft between back of curbs Residential Streets- 28 ft to 32 ft between back of curbs |
| Cross Section | | Reserved |

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 91st 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

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

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

TWINWOOD US, INC., a Texas corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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:

**Woods Road & I-10 Investments, Inc., a
Texas corporation**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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 Woods Road & I-10 Investments, 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:
