

**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**

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

I, \_\_\_\_\_, a professional engineer licensed/registered in the State of Texas do hereby certify that:

*(plat/project name)* \_\_\_\_\_

was under periodic inspection during construction and to the best of my knowledge was constructed in accordance with the recorded plat and approved construction documents. Items identified in the construction material testing reports and summary will be discussed during the inspection and added to the punch list as needed. This is a statement of my professional opinion, and shall not be construed as a guarantee or warranty of any kind.

SEAL

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Firm #)

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**APPENDIX J**

**CONTRACTOR/CONTRACTORS AFFIDAVIT OF CONSTRUCTION COMPLIANCE**

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

I, \_\_\_\_\_ do hereby certify that the construction of this project complies with the approved construction documents. Items identified in the construction material testing reports and summary will be discussed during the inspection and added to the punch list as needed.

\_\_\_\_\_  
(Signature)

SEAL

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

(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**

Plat/Project Name: \_\_\_\_\_

Based on the services provided by \_\_\_\_\_ ,

I, \_\_\_\_\_ , a professional engineer licensed/registered in the State of Texas, confirm that the samples of the materials tested and/or the elements of the work observed, to the best of my knowledge, met the requirements specified in the approved construction documents applicable to:  (plat/project name) \_\_\_\_\_. Items identified in the construction material testing reports and summary will be discussed during the inspection and added to the punch list as needed. This is a statement of my professional opinion, and shall not be construed as a guarantee or warranty of any kind.

\_\_\_\_\_  
(Signature)

SEAL

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Firm #)

**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. [REDACTED]

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, [REDACTED] whose *(street address/phone)* is [REDACTED], hereinafter called the Principal, and *(Surety)* [REDACTED], a Corporation existing under and by virtue of the laws of the State of [REDACTED], and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* [REDACTED], whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* [REDACTED], and whose *(street address/phone)* is [REDACTED], hereinafter called the Surety, and held and firmly bound unto [REDACTED] *{name of current County Judge}*, County Judge of Fort Bend County, Texas or his successors in office, in the full sum of [REDACTED] Dollars (\$ [REDACTED]) current, lawful money of the United States of America, to be paid to said [REDACTED] *{name of current County Judge}*, 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):

[REDACTED]

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 Regulations of Subdivisions” 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 approved by the County Engineer and 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   *{name of current County Judge}*, 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 [ ], 20 [ ] .

ATTEST:

\_\_\_\_\_  
Secretary

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

Surety  
By: \_\_\_\_\_  
ATTORNEY IN FACT

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in Fort Bend County Commissioners Court.

ATTEST:

\_\_\_\_\_  
{name of current County Clerk}  
County Clerk

\_\_\_\_\_  
{name of current County Judge}  
County Judge  
Fort Bend County, Texas



**APPENDIX N**

Fort Bend County Judge {*name of current County Judge*}  
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 {*insert name of current County Judge*}, or his successors in office, stating one of the following:

1. "The undersigned, Fort Bend County Judge {*insert name of current County Judge*}, 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 {*name of current County Judge*}, 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 {*name of current County Judge*}, 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**

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

I, \_\_\_\_\_, a professional engineer licensed/registered in the State of Texas, do certify to the best of my knowledge that all drainage facilities meet the requirements of the Fort Bend County Drainage Criteria Manual and have been constructed in accordance with the recorded plat and approved construction documents. Items identified in the construction material testing reports and summary will be discussed during the inspection and added to the punch list as needed.

\_\_\_\_\_  
(Signature)

SEAL

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Firm #)

**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.

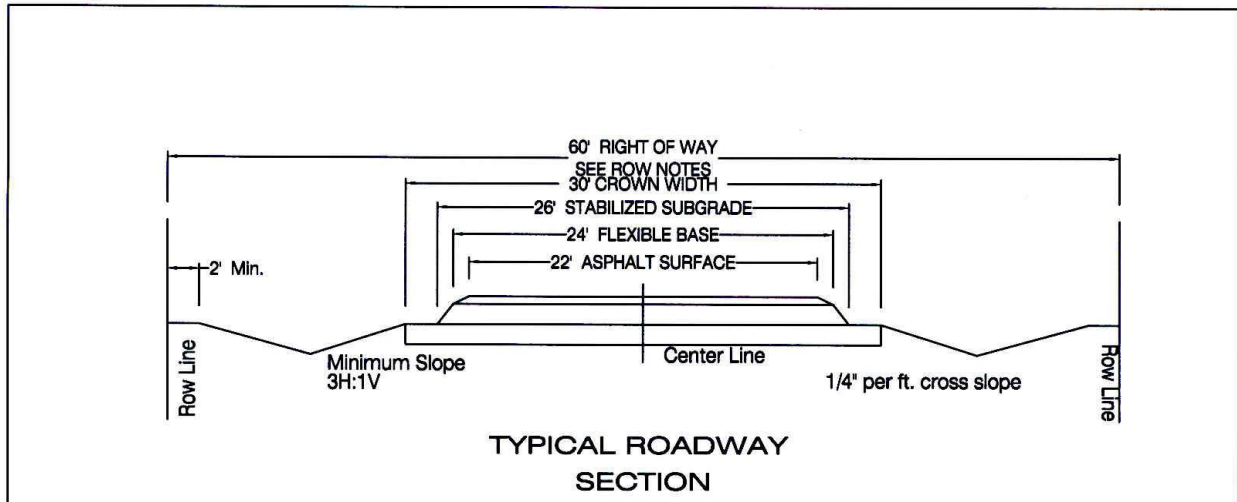
\_\_\_\_\_  
(signature and date)

SEAL

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

**APPENDIX R**

**TYPICAL ROADWAY SECTION**



**GENERAL NOTES:**

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

**RIGHT OF WAY NOTES:**

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

Contact Fort Bend County Engineering for specific requirements.

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

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

**APPENDIX S**

**TAXING ENTITY LETTER**

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

**EXAMPLE LETTER**

Date

Ms. Laura Richard  
Fort Bend County Clerk  
Fort Bend County Clerks Office  
301 Jackson  
Richmond, Texas 77469

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

Dear Ms. Richard:

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

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

Please let me know if you have any questions.

Sincerely,

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



APPENDIX T

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

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

KNOW ALL MEN BY THESE PRESENTS · #29

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

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

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

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

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

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


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

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

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

FORT BEND COUNTY, TEXAS

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

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

DSH order connection utilities 2002 doc 3170- 082802

APPENDIX U

**FORT BEND COUNTY  
SUBDIVISION PLAT APPLICATION**



**SUBDIVISION PLAT APPLICATION FORM**

**Fort Bend County  
Engineering Department**  
301 Jackson St. Suite 401  
Richmond, Texas 77469  
281.633.7500  
[www.fortbendcountytx.gov](http://www.fortbendcountytx.gov)

**Subdivision Name:** \_\_\_\_\_

**Submit this application and the appropriate required documents to the Engineering Department at the address listed above.**

**SUBMITTAL TYPE:**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Land Plan    | <input type="checkbox"/> Street Dedication Plat |
| <input type="checkbox"/> Final Plat   | <input type="checkbox"/> Vacation Plat          |
| <input type="checkbox"/> Final Replat | <input type="checkbox"/> Amending Plat          |

**PLAT INFORMATION:**

Total Acreage: \_\_\_\_\_ Survey: \_\_\_\_\_

Number of Lots: \_\_\_\_\_ Abstract: \_\_\_\_\_

Number of Blocks: \_\_\_\_\_ MUD: \_\_\_\_\_

Number of Reserves: \_\_\_\_\_ LID: \_\_\_\_\_

Precinct: \_\_\_\_\_

Extraterritorial Jurisdiction: \_\_\_\_\_

**Engineer's Information (Primary Contact for the Project):**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City Name: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Developer/Property Owner's Information:**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City Name: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

This is to certify that the information on this form is complete, true, and correct and that the undersigned individual is authorized to make this application.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Subdivision Plat Application Form (2016-03-22)

APPENDIX V

Refer to platting and plat recordation fees adopted by Commissioners Court.

APPENDIX W

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

<b>Botanical Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Remarks, Minimum Heights, Caliper and Spread</b>
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<b>CANOPY TREES</b>			
Caryaillinois	Pecan	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Magnolia grandiflora	Southern Magnolia	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Pistache chinensis	Chinese Pistache	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Quercus macrocarpa	Burr Oak	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Quercus nigra	Water Oak	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Quercus shumardii	Shurmard Oak	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Quercus texana	Red Oak	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Quercus virginiana	Live Oak	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.
Ulmus parvifolia Drake	Drake Elm	30 gal	2-2½” cal., 8-10’ Ht., 4-5’ spr., 4-5’ branch ht.

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

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

<b>Botanical Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Remarks, Minimum Heights, Caliper and Spread</b>
<b>SHRUBS</b>			
Abelia spp.	Abelia	3-5 gal	24-30” Ht., 18-24” spr., matching, full branching, 36” o.c.
Anisacanthus wrightii	Hummingbird Bush	3-5 gal	24-30” Ht., 18-24” spr., matching, full branching, 36” o.c.
Aucuba japonica	Aucuba	5 gal	24-30” Ht., 30-42” spr., matching, full branching, 5’ o.c.
Azalea indicum	Indica Azalea	5 gal	24-30” Ht., 30-42” spr., matching, full branching, 5’ o.c.
Buddleis davidii	Butterfly Bush	5 gal	24-30” Ht., 30-42” spr., matching, full branching, 5’ o.c.
Buxus spp.	Boxwood	3-5 gal	24-30” Ht., 18-24” spr., matching, full branching, 36” o.c.
Callistemon citrinus ‘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.

**APPENDIX X - STREET ACCEPTANCE GUIDELINES**

This guidance document is prepared for use by Fort Bend County (FBC) staff, Developers, Engineers, and Contractors to provide understanding and clarity of County pavement requirements for acceptance of public roadways into County Maintenance. The General Acceptance Procedures can be found in the FBC Regulations of Subdivisions, Section 6 – Acceptance of Improvements within Subdivisions. This document provides guidance in determining if concrete pavement can be repaired and when it is necessary to replace.

Compliance with contract documents is required. Development within unincorporated FBC shall use Harris County specifications (Item 360 & 361 for Concrete Pavement). Development within City limits or extraterritorial jurisdiction shall use that City's specifications.

Engineer of Record or their designee shall notify County Engineer or their designee via email of deficiencies that are not within the specification limits as soon as the deficiency becomes known but in no case more than 24 hours after the construction activity. Examples include proof rolling, subgrade density, and concrete placement. **These guidelines do not relieve the developer, engineer, or contractor from adhering to applicable specifications and standards.**

Membrane curing compound shall be applied as soon as the surface water disappears in compliance with the manufacturer's recommendations. Sawing shall take place when concrete strength is acceptable for sawing and in compliance with the specifications without creating excessive raveling along the sawcut.

The following elements are covered in this document:

- Pavement cracking
- Bird Baths
- Construction practices that contribute to pavement failure

**Concrete Pavement Cracking**

Visible cracks with no measureable width and no surface deflection are acceptable (e.g. shrinkage cracks).

Cracks less than or equal to 1/8" wide for less than 50% of the length of the crack may be sealed with a super low viscosity epoxy (gravity fed) sealant or approved alternative. Crack preparation and application of sealant will be in accordance with manufacturer's recommendations.

Cracks greater than 1/8" for more than 50% of the length of the crack must be removed and replaced.

Cracks within 12" of control or expansion joints must be removed and replaced.

Cracks with a difference in elevation (e.g. surface deflection or joint fault) greater than 1/8" must be removed and replaced.

Spalled concrete pavement must be removed and replaced.

**Concrete Removal and Replacement**

Minimum pavement removal area will be minimum 6-foot long and the full-lane width in accordance with Harris County Item 361 - Full Depth Repair of Concrete Pavement which states;

*The minimum dimensions for full depth concrete pavement repair are one lane-width, and not less than 6 feet long. Repair areas smaller than the minimum will show excessive "rocking" against the adjoining concrete pavement sections. Likewise, the minimum remainder of the slab shall be at least 6 feet (to the end of slab or next repair area).*

**Evaluation of Subgrade**

After pavement removal and before placement of concrete, the subgrade and the material beneath the subgrade must be evaluated by a certified testing laboratory to determine the material is suitably stable. Provide lab report for density, moisture, lime depth, and other related analysis of subgrade to FBC. Lab reports shall be sealed by a Texas licensed Professional Engineer and include recommendations for over-excavation of subgrade material, subgrade treatment, or other mitigation needed to address pavement cracking issues.

If the lab analysis recommends the subgrade be removed, new subgrade shall be Cement Stabilized Sand (2 sack/cy, compacted) or as recommended by the lab report, whichever is more stringent.

**Concrete Slump, Temperature and Placement Time**

Harris County Item 360 - Concrete Pavement, states;

*Unless otherwise permitted, the concrete mix design shall be proportioned to provide a slump between 1 and 6 inches.*

Any slump in excess of 6" will require the entire load of concrete (typically 10 yards) to be removed and replaced. A 10 cubic yard truck is equivalent to 60 square yards (SY) of 6" thick pavement, 52 SY of 7" thick pavement, or 45 SY of 8" thick pavement.

Harris County Item 360.6 states, “A slump test will be made for each sample of concrete obtained, or when slumps appear to be outside specification requirements.” Therefore, when a slump is in excess of 6”, the CMT technician must perform a slump test on every subsequent truck until the slump is within specification.

Concrete temperature and placement time must be in accordance with the project specifications. Concrete temperature in excess of 100°F shall be rejected. Concrete discharged more than 90 minutes after batch time shall be rejected.

**Concrete not meeting these specifications must be removed and replaced. If the pavement is otherwise undamaged (no cracking), the contractor has the option to reimburse Fort Bend County 25% of the cost of removal and replacement. The cost will be determined using the current FBC on-call contract unit prices. Funds will be placed in a Road & Bridge account to fund concrete repair contracts.**

Mix designs containing admixtures which may modify the slump, temperature and/or placement time must be submitted and approved by FBC prior to use. For example, Harris County Item 421.6 states, “*If High Range Water-Reducing admixture is used, maximum acceptable placement slump shall be 9 inches.*”

**Bird Baths**

The following images are of bird baths that would require correction. Correction may be pavement removal and replacement, light grinding, lifting, or removal of obstruction (i.e. joint sealant). The extent of pavement removal will be determined in the field with FBC Engineering staff based on location of bird bath, joints, cracks, inlets, or other items.

Light grinding may be done within 6 inches of the curb and no more than 1/2 inch in depth. Grind must be “feathered” so as not to create an edge.



Image 1 - Bird bath extends into driving lane; corrective measures required.



Image 2 - Bird bath has significant length and depth. Lifting, light grinding, or removal of joint sealant obstruction may be acceptable based on field conditions. Grinding shall be limited to 15' either side of the expansion joint.





Image 3 - Bird bath has significant length, width, and depth. Lifting or pavement replacement is required. If the lifted pavement cracks then use Concrete Pavement Cracking Evaluation Criteria included in this document.



Image 4 - Bird baths which are relatively small in length, width, and depth do not require pavement replacement or lifting. Allowable width is approximately 12 inches.

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## **Construction Practices That Contribute To Pavement Failure**

The information below is to assist developers, engineers, contractors, and inspectors on identifying conditions that may lead to inadequate pavement structures and costly pavement replacement upon construction completion.



Image 5 - Subgrade is too dry.



Image 6 - Subgrade is too dry.



Image 7 - Possible deficiencies in subgrade and base include: Inadequate proof rolling or improper mixing of lime for subgrade, not extending lime mixture to edges of proposed limits of the stabilized subgrade, calculating lime for a 6 inch subgrade and mixing it 8 or more inches deep.



Image 8 - Concrete under headers at expansion joints does not allow expansion to occur correctly.



Image 9 - Misaligned dowels may cause spalling near the joint.



Image 10 - Misaligned dowels may cause spalling near the joint.



Image 11 - Membrane curing compound not applied to pavement



Image 12 - Inadequate curing compound



Image 13 - Silt fence or irrigation is placed directly behind curb cuts through subgrade and impacts lateral support.



Image 14 - Excavation under or near pavement



Image 15 - Not saw cutting within specified time (photo shows 4 day old concrete with no sawcuts)



Image 16 - Equipment operating on pavement with inadequate cure time.



Image 17 - Driveway cut with water sitting weakens the subgrade



Image 18 – Private utility excavation beneath pavement