

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Randon Heights)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court and Mike Gutierrez, an individual applying for a subdivision plat to develop property in Fort Bend County (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop an approximate 17.153 acre tract of land situated in Fort Bend County, Texas, as generally shown on Exhibit "A" attached hereto and incorporated herein for all purposes, (the "Owner's Property"); and

WHEREAS, Randon School Road is a public roadway maintained by the County and near or adjacent to the Owner's Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will submit a subdivision plat to the County for approval of its Commissioners Court, dedicate land and contribute to the improvements to Randon School Road.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and the Owner agrees as follows:

1. Owner's Responsibilities.

(a) The Owner agrees to dedicate approximately 2.272 acres of land for right of way purposes by subdivision plat to improve Randon School Road as depicted on Exhibit A;

(b) The Owner agrees to pay to the County a total amount of \$27,500.00 as the required contribution to improve Randon School Road, (the "Owner's Contribution") upon submission of the subdivision plat for approval. The Owner's Contribution will be used by the County for the construction costs associated with the improvements to Randon School Road, and the County shall, in its sole discretion, be entitled to use at any time, the Owner's Contribution in connection with the improvements to Randon School Road.

(c) Should the Owner, its successors or assigns use the Owner's Property for any other primary use, other than single family residential, the Owner, its successors or assigns shall notify the County of such change in use. Upon a determination of the potential traffic generated by the proposed change in use on the adjacent roadway, at the sole discretion of the County, the Owner may be required to pay to the County a total amount of \$71,955.00 as the Owner's Contribution.

2. County's Responsibilities. In exchange for the Owner's commitment to submit subdivision plats meeting the requirements of the County's Regulation of Subdivisions and the

payment of the Owner's Contribution in accordance with Section 1 (a) – (c) above, the County agrees perform the following:

(a) Complete improvements to Randon School Road in accordance with County design and construction standards when the County determines, in its sole discretion, that the improvements to Randon School Road are feasible; and

(b) Present the proposed subdivision plat for consideration by the County's Commissioners Court for approval.

3. Disclaimer/Waiver of Damages/Liability

(a) The Owner acknowledges and agrees that the County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of Randon School Road, in whole or in part.

(b) The Owner acknowledge and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner's Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the County, its officers, agents, representatives and employees, from and against, and waive any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of Randon School Road and/or any other act and/or omission relating, directly or indirectly, to Randon School Road, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

4. **PARTIES' ACKNOWLEDGMENT OF COUNTY'S COMPLIANCE WITH
FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND
FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND
REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR
OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(a) **OWNER ACKNOWLEDGES AND AGREES THAT THE
CONTRIBUTION MADE BY OWNER TO COUNTY, IN WHOLE OR IN PART,
DOES NOT CONSTITUTE A:**

- (I) **TAKING UNDER THE TEXAS OR UNITED STATES
CONSTITUTION;**
- (II) **VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT
EXISTS OR MAY BE AMENDED;**
- (III) **NUISANCE; AND/OR**
- (IV) **CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST
COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR**

**STATE CONSTITUTION, STATUTE AND/OR CASE LAW
AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE,
RULE AND/OR REGULATION.**

**(b) OWNER RELEASES COUNTY FROM ANY AND ALL CLAIMS OR
CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS
ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR
REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL
AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR
FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION
ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS
AGREEMENT.**

5. Limitations of Agreement. The Parties hereto acknowledge this Agreement is limited to the development of Owner's Property only. Further, this Agreement does not waive or limit any of the obligations of Owner to County under any other order whether now existing or in the future arising.

6. Default. In the event the Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after the Owner's receipt of written notice thereof from the County, the County shall have the following remedies in addition to the County's other rights and remedies, at law or in equity:

- (a) to refuse to accept any portion of any public improvements on the Owner's Property and/or associated with the development of the Owner's Property; and/or
- (b) to refuse to finally accept the Owner's Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

In the event of the County's default under this Agreement, the Owner will be entitled to seek any remedy available to it at law or in equity.

7. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Owner, to:

Mike Gutierrez
8803 Aubrey Lane
Richmond, Texas 77469

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by the Owner in this Agreement or in any certificate or other instrument delivered by Owner to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Acknowledgments. The parties agree that the acknowledgments set forth in Paragraphs 3 and 4 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

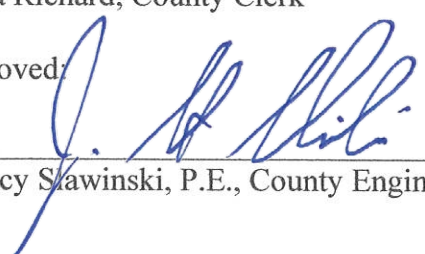
KP George, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved: _____



J. Stacy Slawinski, P.E., County Engineer

OWNER:



Mike Gutierrez

Date

9/17/2021

EXHIBIT A

STATE OF TEXAS:
COUNTY OF FORT BEND:

I, Mike Gutierrez, Owner; hereinafter referred to as Owners of the 17.153 acre tract described in the above and foregoing map of RANDON HEIGHTS, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said map or plat and do hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners 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 tank into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land twenty (20' 0") feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Rosenberg, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting 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.

FURTHER, Owners 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.

WITNESS MY HAND in Fort Bend County, Texas, this ____ day of _____, 2021.

By: _____
Mike Gutierrez

STATE OF TEXAS:
COUNTY OF FORT BEND:

BEFORE ME, the undersigned authority, on this day personally appeared Mike Gutierrez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for the State of _____

My Commission Expires _____
Notary Public

This is to certify that the Planning Commission of the City of Rosenberg, Texas, has approved this plat and subdivision of RANDON HEIGHTS, in conformance with the laws of the State of Texas and the ordinances of the City of

Rosenberg, as shown hereon and authorizes the recording of this plat this ____ day of _____, 2021.

Pete Pavolovsky, Chairperson

Anthony Sulak, Secretary

This is to certify that the City Council of the City of Rosenberg, Texas, has approved this plat and subdivision of RANDON HEIGHTS, in conformance with the laws of the State of Texas and the ordinances of the City of

Rosenberg, as shown hereon and authorizes the recording of this plat this ____ day of _____, 2021.

Kevin Raines, Mayor

Danyel Swint, City Secretary

NOTES:

- 1.) THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE SURFACE COORDINATES (NAD '83) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.9999695023.
- 2.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48157-C-0225L EFFECTIVELY DATED APRIL 2, 2014, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 3.) THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
- 4.) ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 5.) THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 111.72 FEET ABOVE MEAN SEA LEVEL (NAVD '88 DATUM). IN ADDITION, NO TOP OF SLAB ELEVATION SHALL BE LESS THAN 2.0' (TWO FEET) ABOVE THE HIGHEST NATURAL GROUND ALONG THE PERIMETER OF THE BUILDING FOUNDATION OR LESS THAN 1.0' (ONE FOOT) ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT.
- 6.) ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON FIELD SURVEY PERFORMED ON NOVEMBER 5, 2020, USING BENCHMARK LISTED BELOW IN NOTE 15 (NAVD '88).
- 7.) ALL PROPERTY TO DRAIN INTO DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- 8.) THIS PLAT LIES WHOLLY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF ROSENBERG, LAMAR CONSOLIDATED ISD, AND FORT BEND COUNTY, TEXAS.
- 9.) SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
- 10.) THIS PROPERTY IS IN DESIGNATED LIGHTING ZONE LZ3.
- 11.) * - INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: T.E.A.M. - 281-491-2525, UNLESS OTHERWISE NOTED.
- 12.) APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- 13.) ALL DETENTION FACILITIES/STRUCTURES SHALL BE OWNED, MAINTAINED AND OPERATED BY THE OWNERS OR THEIR REPRESENTATIVE FOR THE ENTIRE DURATION OF THE FACILITY/STRUCTURE, IF APPLICABLE. ALL FUTURE DETENTION FACILITY OUTFALL LOCATIONS MUST MAINTAIN THE NATURAL, PRE-EXISTING DRAINAGE PATTERNS ON THE SITE.
- 14.) ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK-TO-BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- 15.) BENCHMARK: NGS SURVEY MONUMENT DESIGNATED Y 1505 (AW5484) IS A METAL ROD WITH A 5-INCH LOGO CAP STAMPED "Y 1505 1987" FOUND AT THE T-JUNCTION OF U.S. HIGHWAY 90 ALTERNATE AND F.M. 1875, 51.5 FEET SOUTH OF THE CENTERLINE OF THE U.S. HIGHWAY, 44.0 FEET WEST OF THE ROAD. ELEVATION = 113.52' (NAVD '88)
- 16.) THE PROJECT BENCHMARK FOR THIS PROJECT IS A 1/2-INCH IRON ROD WITH CAP STAMPED "T.E.A.M." SET IN THE NORTHEAST RIGHT-OF-WAY OF HAMLINK ROAD SOUTH OF SITE, AS SHOWN. (THE PROJECT BENCHMARK IS REFERENCED AS "TBM 'A' ON THIS PLAT")
X= 2,842,636.73
Y= 13,754,518.87
ELEVATION=109.26' (NAVD '88)
- 17.) THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- 18.) THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED IN A CITY PLANNING LETTER BY SELECT TITLE COMPANY, FILE NO. CS2016412, EFFECTIVE DATE APRIL 15, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- 19.) THERE ARE NO KNOWN PIPELINES OR PIPELINE EASEMENTS LOCATED ON THE TRACT.
- 20.) ALL LOTS HAVE AN AREA OF ONE ACRE OR GREATER AND SHALL PROVIDE A TURNAROUND THAT PROHIBITS VEHICLES FROM BACKING ONTO THE ROADWAY.
- 21.) A MINIMUM DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- 22.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS RECORDED IN VOLUME 64, PAGE 252 OF THE FORT BEND COUNTY DEED RECORDS.

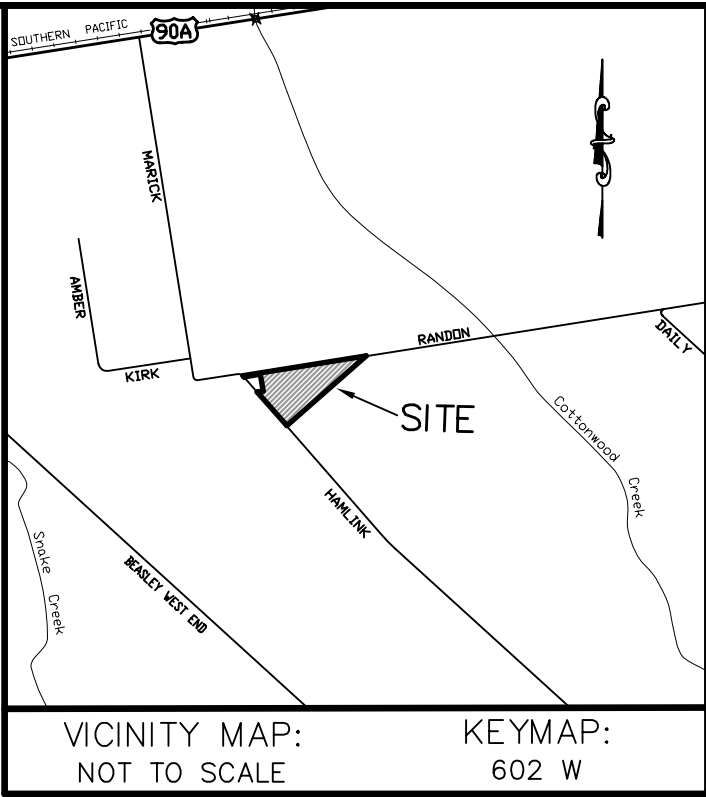
I, Brian Nesvadba, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown, all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of five-eighths (5/8) inch and a length of three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776



I, Chad A. Nesvadba, a Professional Engineer registered in the State of Texas, do hereby certify that this plat meets the requirements of Fort Bend County to the best of my knowledge.

Chad A. Nesvadba, P.E.
Texas Registration No. 91092



I, J. Stacy Slawinski, P.E., 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.

J. Stacy Slawinski, P.E.,
Fort Bend County Engineer

APPROVED by the Commissioners' Court of Fort Bend County, Texas this ____ day of _____, 2021.

Vincent M. Morales, Jr., Commissioner
Precinct 1

Grady Prestage, Commissioner
Precinct 2

KP George, County Judge

W. A. "Andy" Meyers, Commissioner
Precinct 3

Ken R. Demerchant, Commissioner
Precinct 4

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2021, AT ____ O'CLOCK ____M., IN PLAT NUMBER(S) _____ OF THE PLAT RECORDS OF SAID COUNTY.

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

By: _____
LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

By: _____
DEPUTY

RANDON HEIGHTS

A 17.153 ACRE TRACT OF LAND
OUT OF LOT 33 OF THE SLAVIN & GEORGE SUBDIVISION
(VOL. 64, PG. 252; F.B.C.D.R.)
IN SECTION 13, S. A. & M. G. R.R. CO. SURVEY,
ABSTRACT NO. 328,
FORT BEND COUNTY, TEXAS

1 BLOCK - 11 LOTS - 1 RESERVE

~ Owner ~

MIKE GUTIERREZ

8803 Aubrey Lane
Richmond, TX 77469

PHONE: 281.709.3632

~ Engineer / Surveyor ~

TEXAS ENGINEERING AND MAPPING COMPANY

12718 Century Drive
Stafford, TX 77477

PHONE: 281.491.2525

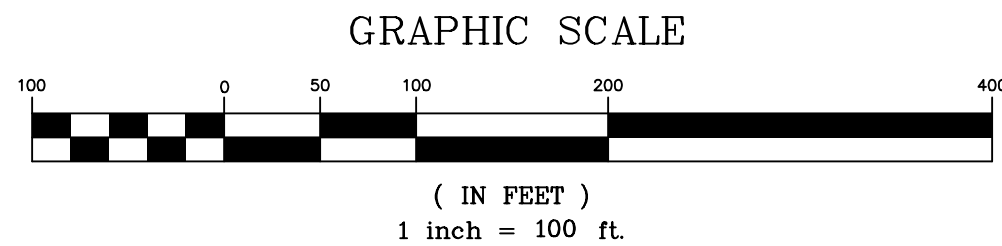
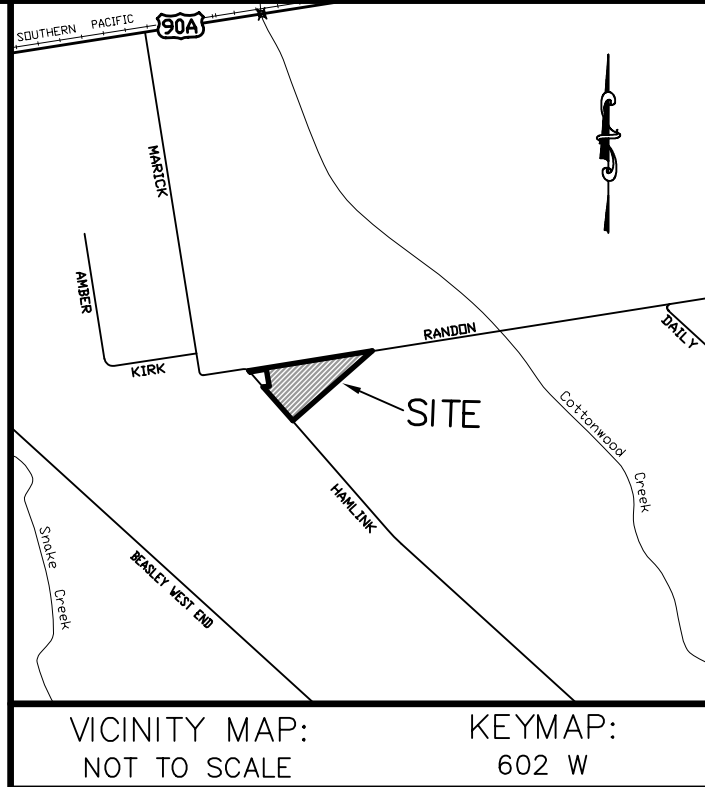
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906

JOB NO. 1579-1

JULY 9, 2021



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 80°47'28" E	91.85'
L2	N 41°04'42" W	23.57'



- LEGEND**
- B.L. - BUILDING LINE
 - D.E. - DRAINAGE EASEMENT
 - ESMT - EASEMENT
 - F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
 - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
 - F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS
 - FND - FUND
 - IP - IRON PIPE
 - IR - IRON ROD
 - L.E. - LANDSCAPE EASEMENT
 - R.O.W. - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - TBM - TEMPORARY BENCHMARK
 - W/ - WITH

PARKLAND DEDICATION TABLE	
RESTRICTED RESERVE	ACREAGE APPLIED TO PARK LAND DEDICATION
RESTRICTED RESERVE "A"	2.768 ACRES
RESTRICTED RESERVE "A" QUALIFIES FOR 25% PRIVATE NEIGHBORHOOD PARKLAND = 0.692 ACRE	
TOTAL	2.768 ACRES
PRIVATE PARK LAND FEE: 11 LOTS @ \$170 = \$1,870.00	
REQUIRED PARK LAND: 0.21 ACRE	

RANDON HEIGHTS

A 17.153 ACRE TRACT OF LAND
OUT OF LOT 33 OF THE SLAVIN & GEORGE SUBDIVISION
(VOL. 64, PG. 252; F.B.C.D.R.)
IN SECTION 13, S. A. & M. G. R.R. CO. SURVEY,
ABSTRACT NO. 328,
FORT BEND COUNTY, TEXAS

1 BLOCK - 11 LOTS - 1 RESERVE

~ Owner ~
MIKE GUITIERREZ
8803 Aubrey Lane
Richmond, TX 77469
PHONE: 281.709.3632

~ Engineer / Surveyor ~
TEXAS ENGINEERING AND MAPPING COMPANY



12718 Century Drive
Stafford, TX 77477
PHONE: 281.491.2525
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
JOB NO. 1579-1
JULY 9, 2021