THE STATE OF TEXAS §

COUNTY OF FORT BEND

AGREEMENT

(Sienna Parkway Road Sidewalk)

THIS 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 Toll-GTIS Property Owner, LLC, a property owner applying for a subdivision plat to develop its 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 its property situated in the vicinity of existing Sienna Parkway in Fort Bend County, Texas; and

WHEREAS, Sienna Parkway is a public roadway maintained by the County and near or adjacent to property owned by the Owner; and

WHEREAS, the Owner typically has the responsibility to construct sidewalks on its property near or adjacent to public roadways maintained by the County; and

WHERFEAS, the County has certain improvements proposed for the extension of Sienna Parkway requiring the acquisition of a portion of Owner's property to subdivided and dedicated by plat to the County as depicted on <a href="Exhibit "A" attached hereto and incorporated herein for all purposes, (the "Street Dedication"); and

WHEREAS, the Parties desire to enter into an Agreement to memorialize the terms in which the Owner will submit subdivision plats to the County for approval of its Commissioners Court, and construct sidewalks along Sienna Parkway within the Street Dedication.

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. The Owner agrees to construct the sidewalks along Sienna Parkway within the Street Dedication shown on Exhibit A, as it develops its property and submits plats to subdivide such property to the County for plat approval. The Owner shall complete such construction of the sidewalks prior to the County's full acceptance of the roadways within the subdivided property into its maintenance system.
- 2. <u>County's Responsibilities</u>. In exchange for the Owner's commitment to construct the sidewalks and submit subdivision plats for the Street Dedication and its property adjacent to the Street Dedication meeting the requirements of the County's

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Regulation of Subdivisions in accordance with Section 1 above, the County agrees perform the following:

- (a) Present the proposed subdivision plats for consideration by the County's Commissioners Court for approval; and
- (b) Accept the Street Dedication into its maintenance system upon satisfactory completion of all punch list items identified by the County during inspections of the roadway.
 - 3. <u>Disclaimer/Waiver of Damages/Liability</u>
 - (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 any action to be taken under this Agreement, 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 any action to be taken by the County under this Agreement and/or any other act and/or omission relating, directly or indirectly, to such action, 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.
- PARTIES' ACKNOWLEDGMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW **RULES** AND **LOCAL** ORDINANCES, FEDERAL, **STATE** AND **RELEASE OF CLAIMS WAIVER** AND **FOR** REGULATIONS/OWNER'S 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;

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- (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. <u>Limitations of Agreement</u>. The Parties hereto acknowledge this Agreement is limited to the development of Owner's property adjacent to the Street Dedication 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. <u>Default</u>. 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 subject to this Agreement and/or associated with the development of the Owner's property subject to this Agreement; and/or
- (b) to refuse to finally accept the Owner's property subject to this Agreement 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) <u>Notice</u>. 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 handdelivery 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:

Toll-GTIS Property Owner, LLC 10110 W. Sam Houston Parkway N, Suite 210 Houston, Texas 77064

- (b) <u>Assignment</u>. 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) <u>Binding Effect</u>. 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) <u>Entire Agreement</u>. 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) <u>Venue</u>. 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) <u>Consideration</u>. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- (g) <u>Counterparts</u>. 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) <u>Authority to Execute</u>. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all

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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) <u>Savings/Severability</u>. 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) <u>Representations</u>. 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) <u>Miscellaneous Drafting Provisions</u>. 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) <u>Sovereign Immunity</u>. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- (m) <u>No Third-Party Beneficiaries</u>. 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) <u>Attorneys' Fees</u>. 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 law.
- (o) <u>Incorporation of Recitals</u>. 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) <u>Acknowledgments</u>. 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) <u>Waiver</u>. 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.

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

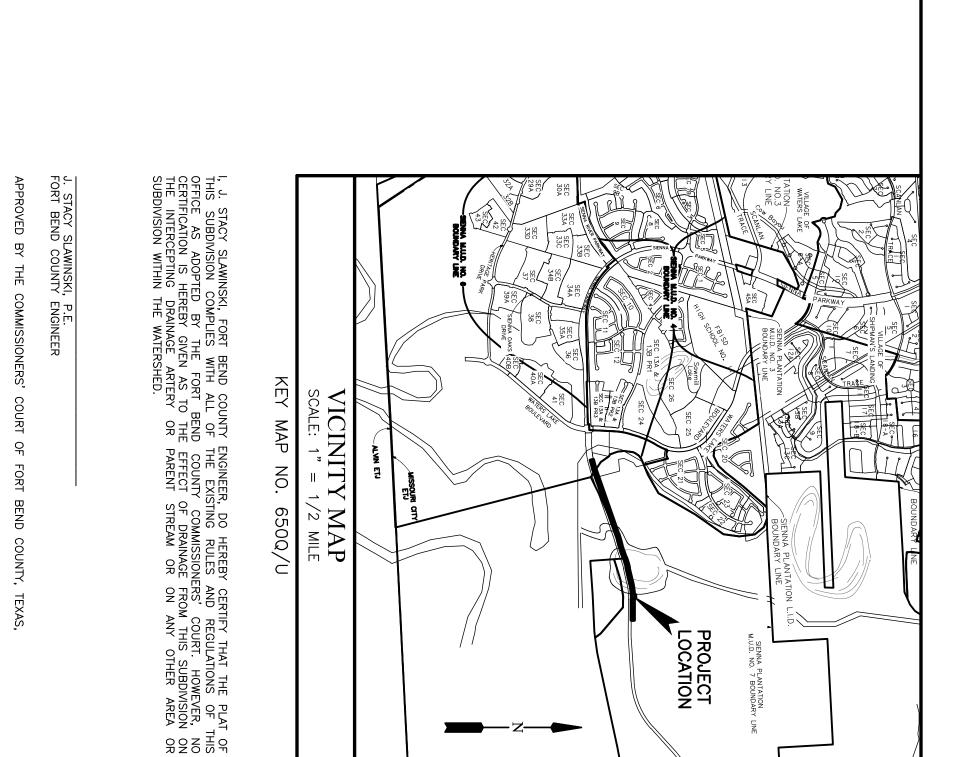
FORT BEND COUNTY:		
KP George, County Judge	Date	
Attest:		
Laura Richard, County Clerk		
Approved Alil-		
J. Stacy/Slawinski, P.E., County Engineer		
OWNER: TOLL-GTIS PROPERTY OWNER, LLC		
Jimmie E. Jenkins, Authorized Representative		
03-15-2022 Date		

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EXHIBIT A

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		STATE OF TEXAS COUNTY OF HARRIS BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE OF TOLL—GTIS PROPERTY OWNER LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 AND HEREIN SET OUT. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS	·"= 501	WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20 EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GDRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMEN PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTUWE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITH ES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DISTONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND IONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY INTO EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE. WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMME TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SECTION 5 STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC SAFE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN ACREAGE. WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULAT WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULAT"	EN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AN PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENT AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TO AN PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENT TO FEET, SIX INCHES (21' 6") IN WIDTH. HER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASIAL EASEMENTS OR EIGHT FEET (8'0") FOR (10'0") BACK—TO—BACK GROUND EASEMENTS, OR EIGHT FEET (7'0") FOR S (14'0") BACK—TO—BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR S (14'0") BACK—TO—BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (1 ND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING Y EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AN ATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS ") IN WIDTH.	OWNER LLC, A TEXAS LIMITED LIABILITY COMPANY, ACIS, AUTHORIZED REPRESENTATIVE, OF TOLL—GTIS PROLEVEE IMPROVEMENT DISTRICT, ACTING BY AND T SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT ITY DISTRICT NO. 5, ACTING BY AND THROUGH MARK NITATION MUNICIPAL UTILITY DISTRICT NO. 5, OWNERS THE ABOVE AND FOREGOING PLAT OF SIENNA PARKW FEREBY MAKE AND ESTABLISH SAID SUBDIVISION PALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIVE TO THE USE OF THE PUBLIC FOREVER, ALL STR RAINS, EASEMENTS AND PUBLIC PLACES SHOWN THERE TO THE SUBDIVISION UPON THE PUBLIC SERVIC OPMENT WILL COMPORT WITH THE PRESENT AND FUDOUR SUCCESSORS AND ASSIGNEES HEREBY WAIVE OP THAT WE MAY HAVE AS A RESULT OF THE DICATED AND BY THESE PRESENTS DO DEDICATE TO THE PURPOSES FOREVER UNOBSTRUCTED AERIAL EASTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FINE TO THE PUBLIC SERVIC OP THE GROUND EASEMENTS OR FINE TO THE PUBLIC SERVIC OP THE DICATE OF THE DICATE
TIMOTHY R. HANEY, VICE CHAIRMAN	TEXAS F FORT BEND CERTIFY THAT S, HAS APPREDICATION IN S OF THE DAY OF THIS PLA	JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405 1, SCOTT FRANKOVICH, 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. SCOTT FRANKOVICH, P.E. LICENSED PROFESSIONAL ENGINEER	I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND 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 METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE—EIGHTHS (5/8) INCH WITH PLASTIC CAP MARKED "GBI PARTNERS" AND A LENGTH OF NOT LESS THAN THREE (3) FEET (SEE NOTE 9).	STATE OF TEXAS COUNTY OF HARRIS BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK A. KILKENNY, PRESIDENT OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5, 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 AND HEREIN SET OUT. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS IN TESTIMONY WHEREOF, SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5, HAS CAUSED THESE PRESENTS TO BE SIGNED BY MARK A. KILKENNY, ITS PRESIDENT, THEREUNTO AUTHORIZED, THIS	IN TESTIMONY WHEREOF, SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, HAS CAUSED THESE PRESENTS TO BE SIGNED BY KEN BECKMAN, ITS PRESIDENT, THEREUNTO AUTHORIZED, THIS
	24. ADEQUATE FIRE FLOWS SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF THE PROPOSED WATER LINE. 25. REQUIRED FIRE FLOWS SHALL BE PROVIDED BASED ON THE SIZE AND CONSTRUCTION OF ALL BUILDINGS AS REQUIRED BY THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY. 26. THE PLACEMENT OF FIRE HYDRANTS SHALL BE PROVIDED BASED ON THE MINIMUM DISTANCE REQUIREMENTS AS ESTABLISHED IN THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY (400FT. FOR RESIDENTIAL DEVELOPMENT AND 250FT. FOR COMMERCIAL DEVELOPMENT). ALL FIRE HYDRANTS SHALL BE INSTALLED ACCORDING TO THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE CITY. 27. STREET LIGHTING SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF MISSOURI CITY INFRASTRUCTURE DESIGN MANUAL, CHAPTER 4 STREET LIGHTING AND OVERHEAD UTILITIES. THE INSTALLATION, OPERATION, AND MAINTENANCE OF ORNAMENTAL STREET LIGHTS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MISSOURI CITY, EXCEPT AS PROVIDED THEREIN.	CATION: GAS METERS SHALL BE LOCATED IN AN AHOUT CUSTOMER ASSISTANCE, AND NOT BLOCKED BY FEN SOUT CUSTOMER ASSISTANCE, AND NOT BLOCKED BY FEN SOUT CUSTOMER ASSISTANCE, AND FOREGOING PLA BOPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLA BOUNDARIES OF THE CITY OF MISSOURI CITY, TEXAS. R OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION MENTS WILL BE ISSUED BY THE CITY OF MISSOURI OF MISSOURI TIME AS ISSTRUCTION WITHIN THIS SUBDIVISION HAVE BEEN CONSTRUCTED BY THE CITY OR THE GUARANTEE ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS ORDINANCES OF THE CITY.	AS A BUFFER SEPARATION BETWEEN THE SIDE OR 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 TRACT 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, THEIR HEIRS, ASSIGNS OR SUCCESSORS. 17. DRIVEWAY APPROACHES SHALL BE PROVIDED IN ACCORDANCE WITH THE MISSOURI CITY DRIVEWAY APPROACH POLICY AS REQUIRED UNDER THE PROVISIONS OF SUBSECTION 82—160 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS. 18. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED AT THE TIME OF PLATTING. 19. IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.	11. ALL DRAINAGE AND FLOODWAY EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AS REQUIRED BY SUBSECTION 82–168(D) OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS. 12. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE. 13. THE CITY OF MISSOURI CITY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVEWAYS, SIDEWALKS, EMERGENCY ACCESS EASEMENTS, RECREATIONAL AREAS, OPEN SPACE AND RESERVES. 14. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY SECTION 82–164 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS. 15. SIDEWALK SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5–FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS–OF–WAY WITHIN SAID PLAT, AND ON CONTIGUOUS RIGHT–OF–WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS. 16. ONE–FOOT TRACT DEDICATED FOR BUFFER PURPOSES TO THE PUBLIC IN FEE	ANNUAL CHANCE FLOOD. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS. 8. THE EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION ARE SHOWN HEREON. 9. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION. 10. 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 DURING INTENSE RAINFALL EVENTS.	1. BENCHMARK: FOUND 4 INCH BRASS DISC LOCATED IN A POURED CONCRETE POST IN THE GRASSY AREA IN FRONT OF MISSOURI CITY FIRE STATION NUMBER 5 16.5 FEET FROM THE SIDE WALK. SURVEY MARKER NO. PCM-011 ELEV. = 59.97 (NAVD88 2001 ADJUSTMENT) 2. TI.B.M. INDICATES TEMPORARY BENCHMARK SET X IN CONCRETE. ELEV. = 55.96 (NAVD 88, 2001ADJ.) 3. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NADB3). COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A FACTOR OF 0.99867651. 4. THIS PLAT WAS PREPARED TO MEET CITY OF MISSOURI CITY AND FORT BEND COUNTY REQUIREMENTS. 5. THIS PLAT WAS PREPARED TO MEET CITY OF MISSOURI CITY AND FORT BEND COUNTY REQUIREMENTS. 6. THIS PLAT LES NOT ABSTRACTED THE ABOVE PROPERTY. 6. THIS PLAT LES NOT ABSTRACTED THE ABOVE PROPERTY. 6. THIS PLAT LES NOT ABSTRACTED THE ABOVE PROPERTY. 7. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD DATE MAP IN A BEND COUNTY. 7. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD DATE MAP. NO. 48157. 0435L, REVISED DATE APRIL 2.



31.

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.

THE TEMPORARY DRAINAGE EASEMENTS SHOWN HEREON WILL BE MAINTAINED BY THE SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5.

RECORDED BY WATERS LAKE BOULEVARD SECTION 2 IN PLAT NO. 20160090 OF THE FORT BEND COUNTY PLAT RECORDS, FORT BEND COUNTY, TEXAS.

30.

29. THIS PLAT LIES WITHIN LIGHTING ZONE 2.

28.

CAPITAL OF

COMPANY, AS THE OFFICIAL

KP GEORGE COUNTY JUDGE LAURA RICHARD, COUNTY CLER FORT BEND COUNTY, TEXAS WITNESS MY HAND ABOVE WRITTEN. RECORDATION IN MY VINCENT M. MORALES, JR. PRECINCT 1, COUNTY COMMISSIONER BEND COUNTY, TEXAS. W. A. (ANDY) MEYERS PRECINCT 3, COUNTY COMMISSIONER LAURA RICHARD, COUNTY CLERK IN FOREGOING **S** INSTRUMENT WITH ITS CERTIFICATE OF AND Z DAY OF OFFICE PLAT NUMBER AND FOR FORT BEND COUNTY, HEREBY KEN R. DEMERCHANT PRECINCT 4, COUNTY COMMISSIONER GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER 2021. AUTHENTICATION THE PLAT \succeq WAS CERTIFY FILED 우

CAD: JAP

MYLAR CHECK:

FORT

FOR



SIENNA PARKWAY SECTION

 $Path\Name : I:\Projdsk1\PLATTING\1415\PLATS\Sienna Pkwy Sec 5.dwg$

STREET DEDICATION

SUBDIVISION OF 8.482 ACRES OF LAND SITUATED IN THE DAVID FITZGERALD LEAGUE, ABSTRACT 25 AND THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS.

O LOTS

0 RESERVES

15, 2021

JOB NO. 1415-1505B

0 BLOCKS

SURVEYORS:

GBI F

LAND SURVI

4724 VISTA ROAD

PHONE: 281-499-4. P ARTNERS

JON BORDOVSKY, R.PL.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5

MARK A. KILKENNY, PRESIDENT

3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TEXAS 77027

PH. 713.860.6400

SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT KEN BECKMAN, PRESIDENT
16555 SOUTHWEST FREEWAY, SUITE 200, SUGAR LAND, TEXAS 77479
PH. 281.500.6050

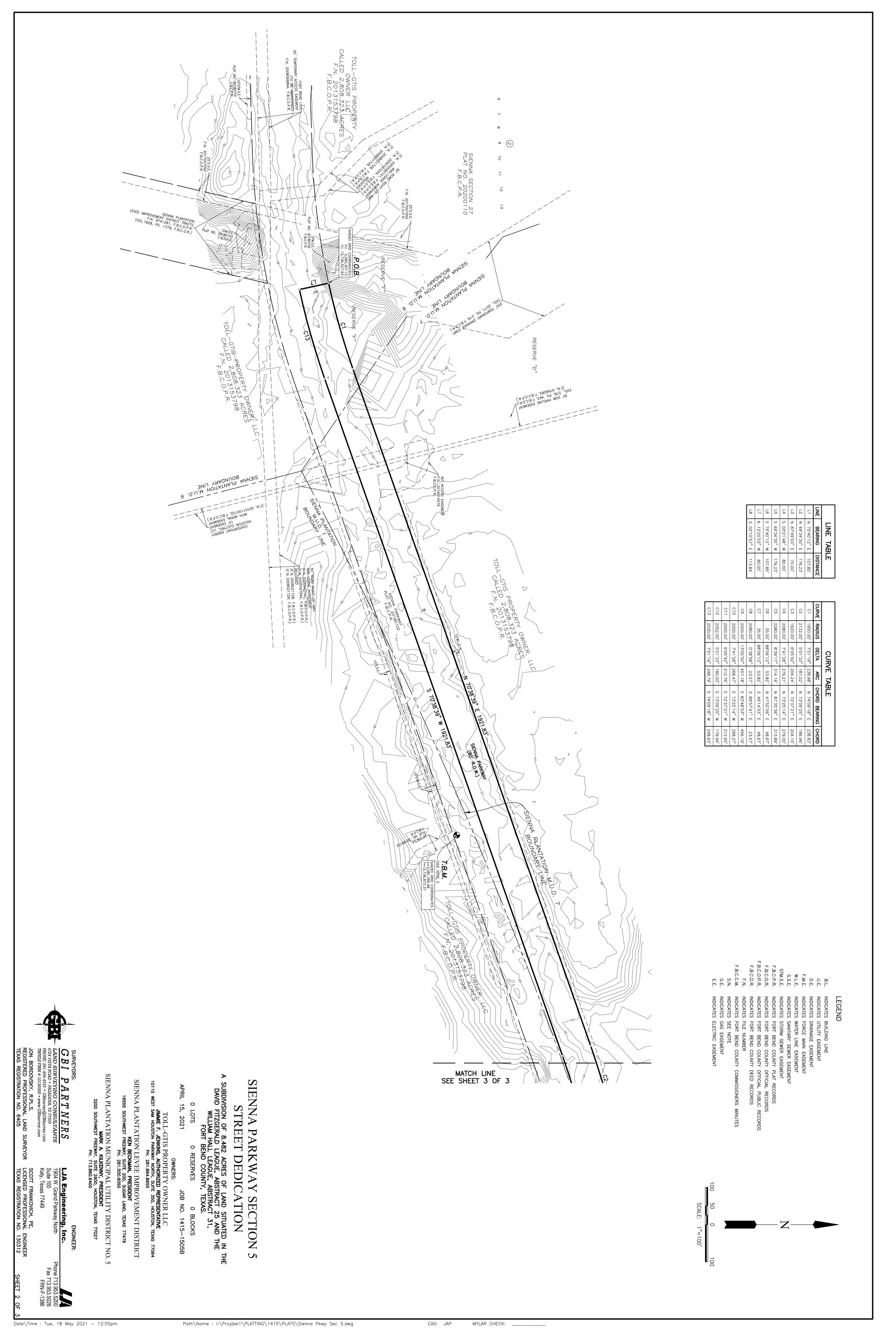
OWNERS:
TOLL-GTIS PROPERTY OWNER LLC

JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE

10110 WEST SAM HOUSTON PARKWAY NORTH, SUITE 350, HOUSTON, TEXAS 77064
PH. 281.894.8655

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449 SCOTT FRANKOVICH, PE, LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 130312

Date\Time : Tue, 18 May 2021 - 12:57pm



JON BORDOVSKY, R.PL.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405 PRELIMINARY PLAT OF

SIENNA PARKWAY SECTION 5

STREET DEDICATION

A SUBDIVISION OF 8.482 ACRES OF LAND SITUATED IN THE DAVID FITZGERALD LEAGUE, ABSTRACT 25 AND THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS. SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5

MARK A. KILKENNY, PRESIDENT

3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TEXAS 77027
PH. 713.860.6400 SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT

KEN BECKMAN, PRESIDENT

16555 SOUTHWEST FREEWAY, SUITE 200, SUGAR LAND, TEXAS 77479

PH. 281.500.6050 OWNERS:
TOLL-GTIS PROPERTY OWNER LLC

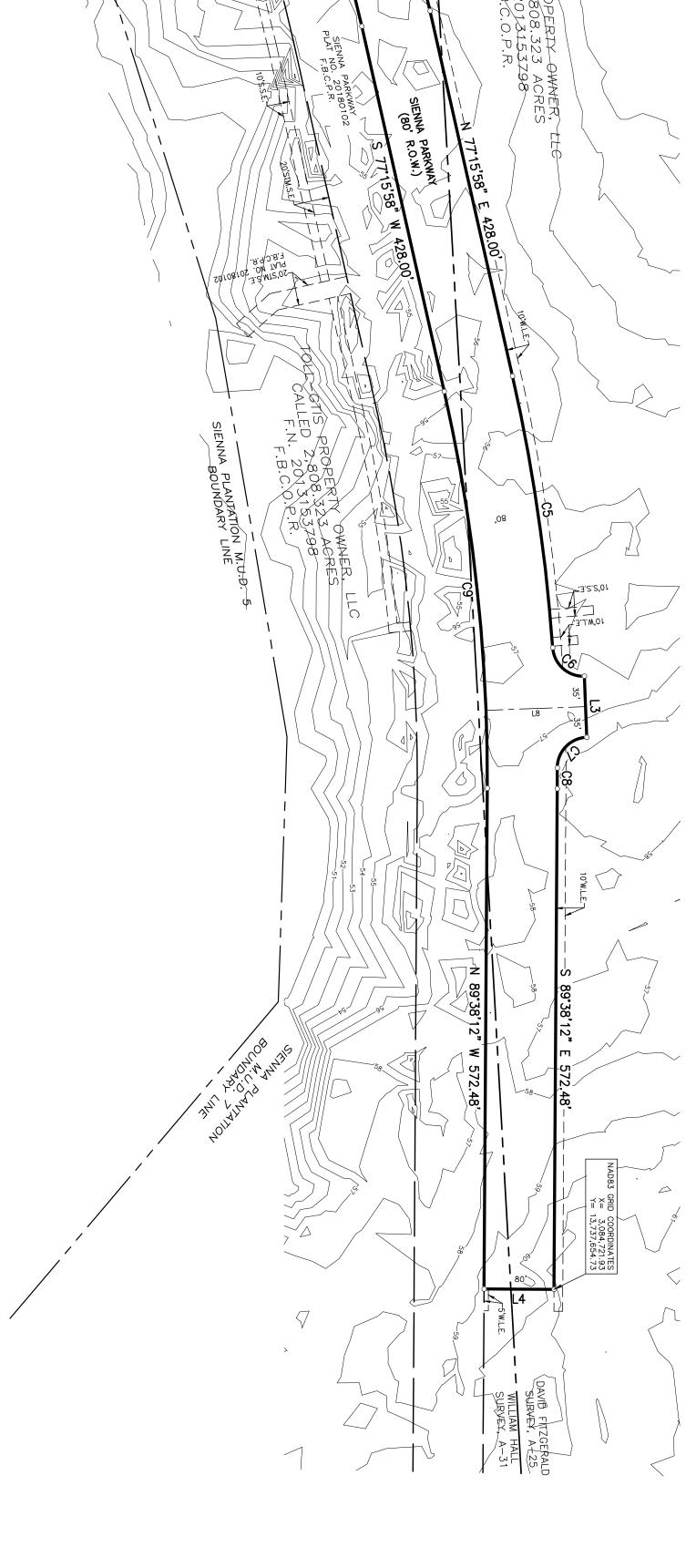
JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE

10110 WEST SAM HOUSTON PARKWAY NORTH, SUITE 350, HOUSTON, TEXAS 77064
PH. 281.894.8655 ARTNERS 0 LOTS APRIL 15, 2021 0 RESERVES LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449 SCOTT FRANKOVICH, PE, LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 130312 JOB NO. 1415-1505B 0 BLOCKS Phone 713.953.5200 Fax 713.953.5026 FRN-F-1386 Date\Time : Tue, 18 May 2021 - 12:56pm $Path \ \ : \ l: \ \ PLATTING \ \ 1415 \ \ PLATS \ \ Sienna \ Pkwy \ Sec \ 5.dwg$

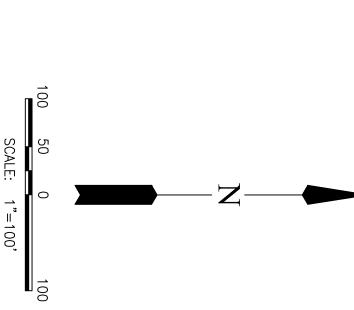
MATCH LINE SEE SHEET 2 OF 3

SIENNA PLANTATION M.U.D. 1

SIENNA PLANTATION M.U.D. 5

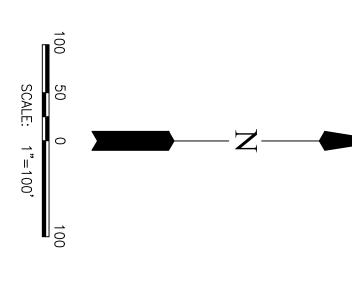


A PLANTATION M.U.D.



LINE TABLE

CURVE TABLE



INDICATED	חח	
INDICATES	00' G.E.	\circ
INDICATES		
INDICATES	100 F.N.	
INDICATES	F.B.C.C.M.	
INDICATES	F.B.C.D.R.	
INDICATES	F.B.C.O.P.R.	
INDICATES	F.B.C.O.R.	
INDICATES	F.B.C.P.R.	
INDICATES	STM.S.E.	
INDICATES	S.S.E.	
INDICATES	W.L.E.	
INDICATES	F.M.E.	
INDICATES	D.E.	
INDICATES	U.E.	
INDICATES	B.L.	

LEGEND

ATES BUILDING LINE

ATES UTILITY EASEMENT

ATES PRAINAGE EASEMENT

ATES FORCE MAIN EASEMENT

ATES SANITARY SEWER EASEMENT

ATES STORM SEWER EASEMENT

ATES FORT BEND COUNTY OFFICIAL RECORDS

ATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS

ATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS

ATES FORT BEND COUNTY COMMISSIONERS MINUTES

ATES FILE NUMBER

ATES SEE NOTE

ATES GAS EASEMENT

ATED ELECTRICAL EASEMENTS

CAD: JAP MYLAR CHECK: