

ORDER ADOPTING AN AMENDMENT TO FORT BEND COUNTY REGULATIONS OF SUBDIVISIONS IN FORT BEND COUNTY

On this 8th day of January, 2019, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon a motion of Commissioner Meyers, seconded by Commissioner Morales, a duly put and carried;

WHEREAS, the Commissioners' Court of Fort Bend County approved an amendment to the **REGULATIONS OF SUBDIVISIONS of Fort Bend County**, by revising the following sections:

Cover Page, to read:

Add: Revised January 8, 2019

Appendix M - Bond, to read:

Change all reference of County Judge

Appendix N - Letter of Credit, to read:

Change all reference of County Judge

IT IS ORDERED, ADJUDGED AND DECREED by the Commissioner's Court of Fort Bend County, Texas, that the above amendments be and are hereby approved effective on the date of approval of this order.



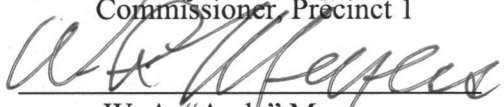
KP George
County Judge



Vincent M. Morales, Jr.
Commissioner, Precinct 1



Grady Prestage
Commissioner, Precinct 2



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

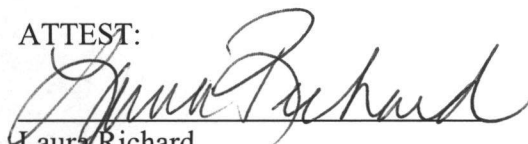


Ken R. DeMerchant
Commissioner, Precinct 4



Richard W. Stolleis, P.E.
County Engineer

ATTEST:



Laura Richard
County Clerk



FORT BEND COUNTY

REGULATIONS OF SUBDIVISIONS



FORT BEND COUNTY ENGINEERING
301 Jackson Street, Suite 401, Richmond, TX 77469
Phone (281) 633-7501
Development@FortBendCountyTx.gov

ADOPTED August 27, 2002

Revised September 9, 2003

Revised January 6, 2004

Revised August 24, 2004

Revised April 26, 2005

Revised January 24, 2017

Revised October 2, 2018

Revised October 23, 2018

Revised January 8, 2019

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 [REDACTED] {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 _____ .

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: _____