

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

WHEREAS, the County has certain improvements proposed for the extension of Sienna Parkway requiring the acquisition of a portion of Owner's property to be subdivided and dedicated by plat to the County as depicted on 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. County's Responsibilities. 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



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. 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 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.

**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 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. 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 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) 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:

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

(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 law.

(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 KP George  
KP George, County Judge



April 5, 2022  
Date

Attest:

Laura Richard  
Laura Richard, County Clerk  
Approved:

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

OWNER:  
TOLL-GTIS PROPERTY OWNER, LLC

J. E. Jenkins  
Jimmie E. Jenkins, Authorized Representative

03-15-2022  
Date

HO

EXHIBIT A

GG



STATE OF TEXAS  
COUNTY OF FORT BEND

WE, TOLL-GTIS PROPERTY OWNER LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE, OF TOLL-GTIS PROPERTY OWNER LLC, SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, ACTING BY AND THROUGH KEN BECKMAN, PRESIDENT OF SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT AND SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5, ACTING BY AND THROUGH MARK A. KILKENNY, PRESIDENT OF SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5, OWNERS OF THE 8.482 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF SIENNA PARKWAY SECTION 5 STREET DEDICATION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND 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 AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WE, FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY. WE, OUR SUCCESSORS AND ASSIGNEES HEREBY WAIVE ANY CLAIM, DAMAGE OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

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, 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, 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.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SIENNA PARKWAY SECTION 5 STREET DEDICATION 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, 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 AMENDMENT.

IN TESTIMONY WHEREOF, TOLL-GTIS PROPERTY OWNER LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JIMMIE F. JENKINS, ITS AUTHORIZED REPRESENTATIVE, THEREUNTO AUTHORIZED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

TOLL-GTIS PROPERTY OWNER LLC  
A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

IN TESTIMONY WHEREOF, SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, HAS CAUSED THESE PRESENTS TO BE SIGNED BY KEN BECKMAN, ITS PRESIDENT, THEREUNTO AUTHORIZED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT

BY: \_\_\_\_\_  
KEN BECKMAN, PRESIDENT

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEN BECKMAN, PRESIDENT OF SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5

BY: \_\_\_\_\_  
MARK A. KILKENNY, PRESIDENT

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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).

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

I, 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  
TEXAS LICENSE NO. 130312

STATE OF TEXAS  
COUNTY OF FORT BEND

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSOURI CITY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF SIENNA PARKWAY SECTION 5 STREET DEDICATION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MISSOURI CITY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

SONYA BROWN-MARSHALL, CHAIRMAN

TIMOTHY R. HANEY, VICE CHAIRMAN

NOTES:

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. T.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 (NAD83). COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A FACTOR OF 0.999867651.

4. THIS PLAT WAS PREPARED TO MEET CITY OF MISSOURI CITY AND FORT BEND COUNTY REQUIREMENTS.

5. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. \_\_\_\_\_, DATED \_\_\_\_\_, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

6. THIS PLAT LIES PARTIALLY WITHIN SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 6, SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 7, AND SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, AND WHOLLY WITHIN FORT BEND SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE ETJ OF THE CITY OF MISSOURI CITY AND FORT BEND COUNTY.

7. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48157C 0435L, REVISED DATE APRIL 2, 2014, PROPERTY LIES WITHIN SHADED ZONE "X" DEFINED AS AREAS OF 1% ANNUAL CHANCE FLOOD. LIA 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.

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 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.

20. GAS METER LOCATION: GAS METERS SHALL BE LOCATED IN AN AREA ACCESSIBLE WITHOUT CUSTOMER ASSISTANCE, AND NOT BLOCKED BY FENCES, WALLS OR GATES. FOR FURTHER INFORMATION PLEASE CONTACT SIENERGY AT 281-778-6250.

21. ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT IS WITHIN THE ETJ BOUNDARIES OF THE CITY OF MISSOURI CITY, TEXAS.

22. NO BUILDING OR OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS WILL BE ISSUED BY THE CITY OF MISSOURI CITY, TEXAS, FOR CONSTRUCTION WITHIN THIS SUBDIVISION UNTIL SUCH TIME AS ALL PUBLIC IMPROVEMENTS OF THE SUBDIVISION HAVE BEEN CONSTRUCTED BY THE DEVELOPER AND ACCEPTED BY THE CITY OR THE GUARANTEE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS REQUIRED BY SECTION 82-206 OF THE CODE OF ORDINANCES OF THE CITY OF MISSOURI CITY, TEXAS, IS SUBMITTED TO AND APPROVED BY THE CITY.

23. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHT-OF-WAY WILL BE MONUMENTED.

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 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.

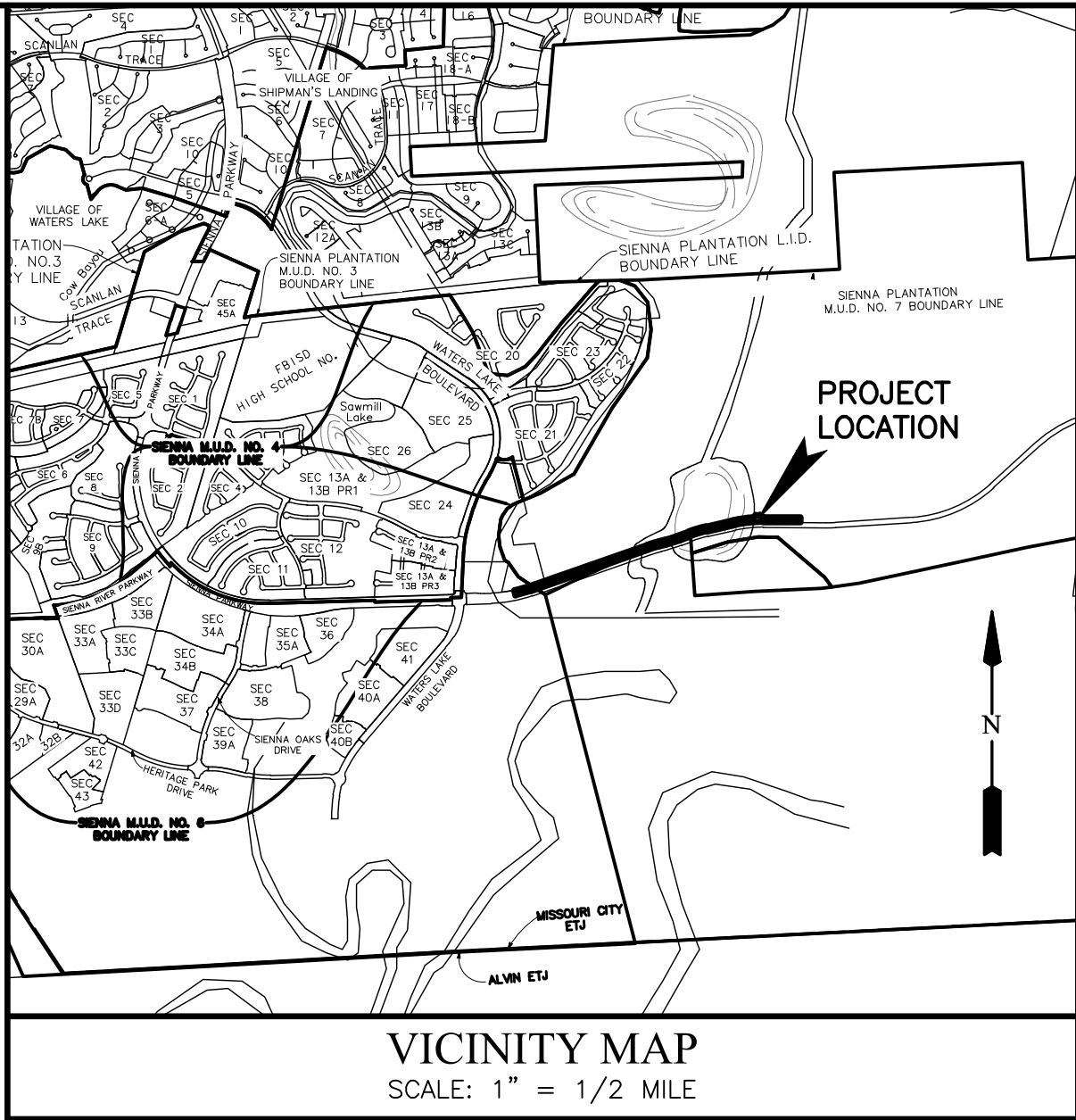
28. THIS PLAT IS SUBORDINATED BY:  
U.S. BANK NATIONAL ASSOCIATION D/B/A HOUSING CAPITAL COMPANY, AS RECORDED IN FILE NO. \_\_\_\_\_ OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.

29. THIS PLAT LIES WITHIN LIGHTING ZONE 2.

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

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.

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



KEY MAP NO. 650Q/U

I, J. STACY SLAWINSKI, 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.  
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE  
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE  
COUNTY JUDGE

W. A. (ANDY) MEYERS  
PRECINCT 3, COUNTY COMMISSIONER

KEN R. DEMERCHANT  
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, 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 \_\_\_\_\_, 2021 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.

LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

## 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.

0 LOTS      0 RESERVES      0 BLOCKS  
APRIL 15, 2021      JOB NO. 1415-1505B

OWNERS:

TOLL-GTIS PROPERTY OWNER LLC  
JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE  
10110 WEST SAM HOUSTON PARKWAY NORTH, SUITE 350, HOUSTON, TEXAS 77064  
PH. 281.894.8855

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

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5  
MARK A. KILKENNY, PRESIDENT  
3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TEXAS 77027  
PH. 713.860.8400



SURVEYORS:  
**GBI PARTNERS**  
LAND SURVEYING CONSULTANTS  
4724 VISTA ROAD • POKESDA, TX 77308  
PHONE: 281-499-4539 • GBSurvey@GBISurvey.com  
TBPELS FIRM # 10130300 • www.GBISurvey.com

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

ENGINEER:  
**LJA Engineering, Inc.**  
1904 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449  
Phone 713.953.5200  
Fax 713.953.5026  
FRN-F-1386

SCOTT FRANKOVICH, PE,  
LICENSED PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 130312

SHEET 1 OF 3

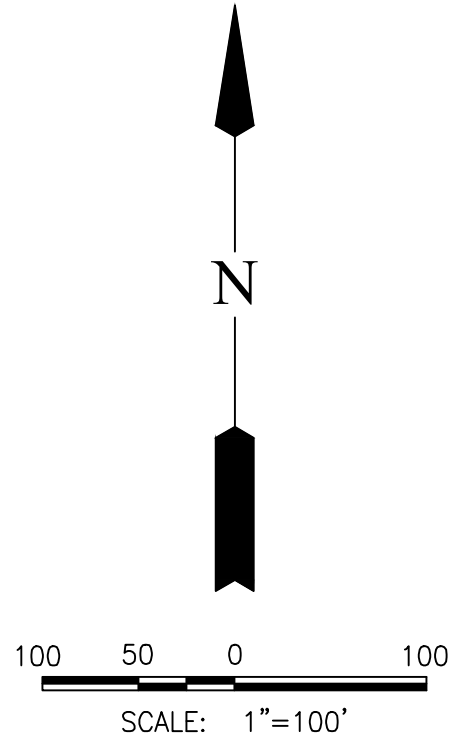
Path Name : I:\Projects\PLATTING\415\PLATS\Sienna Platy Set.dwg  
CAD: JAP  
MYLAR CHECK: \_\_\_\_\_  
Date Time : Tue, 16 May 2021 - 12:57pm



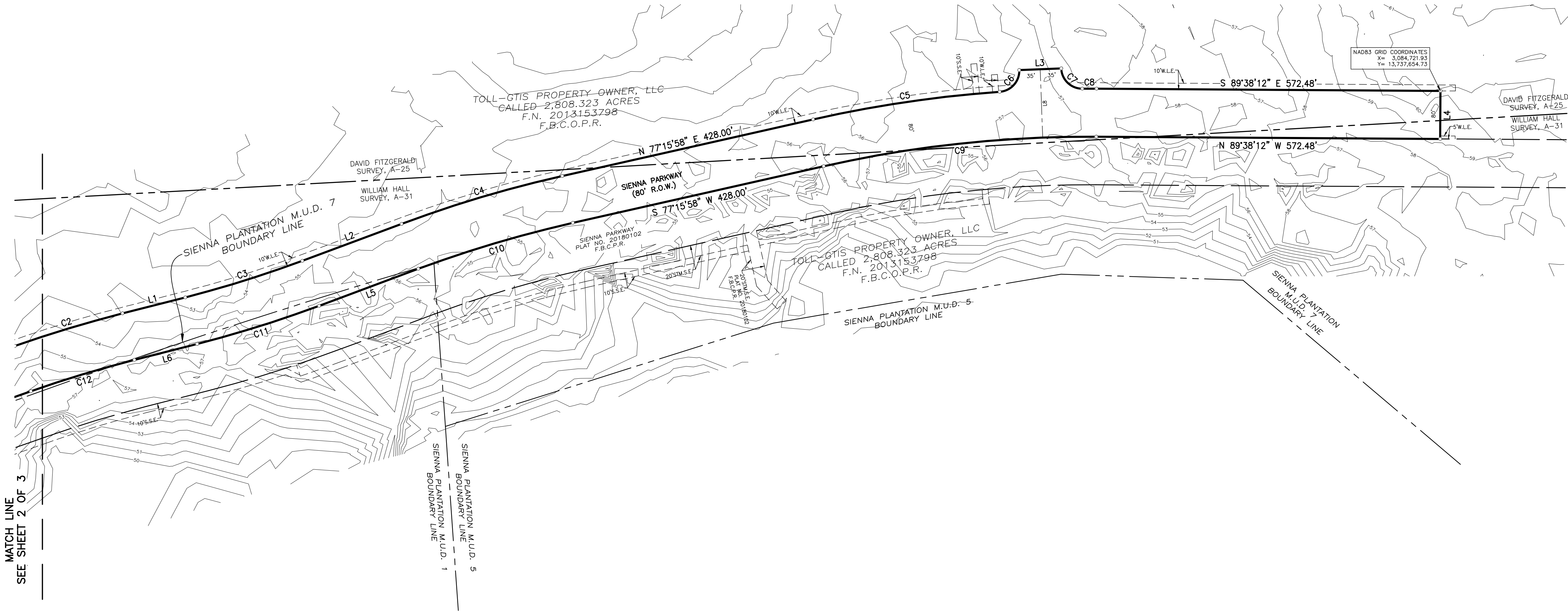


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 75°40'12" E	107.85'
L2	N 69°34'30" E	176.23'
L3	N 87°49'03" E	70.00'
L4	S 00°21'48" W	80.00'
L5	S 69°34'30" W	176.23'
L6	S 75°40'12" W	107.85'
L7	N 12°20'03" W	80.00'
L8	S 02°10'57" E	113.84'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1950.00'	7°01'19"	238.98'	N 74°09'18" E	238.83'
C2	2132.00'	5°01'33"	187.02'	N 73°09'25" E	186.96'
C3	1920.00'	6°05'42"	204.24'	N 72°37'21" E	204.15'
C4	2080.00'	7°41'28"	279.21'	N 73°25'14" E	279.00'
C5	2080.00'	8°39'17"	314.19'	N 81°35'36" E	313.89'
C6	35.00'	88°06'12"	53.82'	N 41°52'09" E	48.67'
C7	35.00'	88°06'12"	53.82'	S 46°14'03" E	48.67'
C8	2080.00'	0°38'58"	23.57'	S 89°57'41" E	23.57'
C9	2000.00'	1°30'50"	457.18'	S 83°48'53" W	456.19'
C10	2000.00'	7°41'28"	268.47'	S 73°25'14" W	268.27'
C11	2000.00'	6°05'42"	212.76'	S 72°37'21" W	212.65'
C12	2052.00'	5°01'33"	180.00'	S 73°09'25" W	179.94'
C13	2030.00'	7°01'19"	248.79'	S 74°09'18" W	248.63'



- LEGEND
- B.L. INDICATES BUILDING LINE
  - U.E. INDICATES UTILITY EASEMENT
  - D.E. INDICATES DRAINAGE EASEMENT
  - F.M.E. INDICATES FORCE MAIN EASEMENT
  - W.L.E. INDICATES WATER LINE EASEMENT
  - S.S.E. INDICATES SANITARY SEWER EASEMENT
  - STM.S.E. INDICATES STORM SEWER EASEMENT
  - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
  - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
  - F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
  - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
  - F.B.C.C.M. INDICATES FORT BEND COUNTY COMMISSIONERS MINUTES
  - F.N. INDICATES FILE NUMBER
  - S.N. INDICATES SEE NOTE
  - G.E. INDICATES GAS EASEMENT
  - E.E. INDICATED ELECTRICAL EASEMENTS



MATCH LINE  
SEE SHEET 2 OF 3

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.

0 LOTS      0 RESERVES      0 BLOCKS  
APRIL 15, 2021      JOB NO. 1415-1505B

OWNERS:  
TOLL-GTIS PROPERTY OWNER LLC  
JIMMIE F. JENKINS, AUTHORIZED REPRESENTATIVE  
10110 WEST SAM HOUSTON PARKWAY NORTH, SUITE 350, HOUSTON, TEXAS 77064  
PH. 281.894.8855

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

SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5  
MARK A. KILKENNY, PRESIDENT  
3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TEXAS 77027  
PH. 713.860.8400



SURVEYORS:  
**GBI PARTNERS**  
LAND SURVEYING CONSULTANTS  
4724 VISTA ROAD • POKAHEA, HI 96768  
PHONE: 281-499-4539 • GBIsurvey@GBIsurvey.com  
TBPELS FIRM # 10130300 • www.GBIsurvey.com

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

ENGINEER:  
**LJA Engineering, Inc.**  
1904 W. Grand Parkway North      Phone 713.953.5200  
Suite 100      Fax 713.953.5026  
Katy, Texas 77449      FRN-F-1386

SCOTT FRANKOVICH, PE,  
LICENSED PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 130312