



*Public Works  
Engineering Division*

## CITY OF CONROE

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### **AMENDING PLATS**

The following documents are provided as required by the City of Conroe for use in the above titled platting submittals:

- *Submittal Questionnaire (1-page).*
- *Plat Amendment Checklist & Application (4-pages).*
- *Certificate of Approval of Amending Plat (1-page).*
- *Maintenance Note (2-pages).*

In addition, refer to City of Conroe Standard Legal documents and Standard Easement forms as required for use in various platting and plan review submittals.



# CITY OF CONROE

## SUBMITTAL QUESTIONNAIRE

Please check the type of plans you are submitting:

- 1. **ENGINEERING PLANS:**  
Residential Subdivision, Duplex, Condominium Development, Patio Homes, Town Homes
- 2. **COMMERCIAL SITE PLANS:**  
Commercial Developments (Apartments, Retail, Warehouse, Office, Industrial, Restaurant, Theater, etc.)
- 3. **LAND STUDY**
- 4. **PLAT/RE-PLAT:**  
Preliminary or Final Plat, or Preliminary or Final Plat Re-Plat
- 5. **SUBDIVISION BY METES & BOUNDS:**  
Request for Subdivision by Metes and Bounds
- 6. **VACATING PLAT:**  
Request for Vacating Plat
- 7. **MINOR PLAT:**  
Minor Plat (No Minor Replats, all Replats must be approved by Planning Commission)
- 8. **AMENDING PLAT**

***NOTE:*** *Montgomery County 911 address(es) may be required to be submitted with the above. Please see individual applications & checklists, and "Addressing Procedure" on the Community Development webpage at [www.cityofconroe.org](http://www.cityofconroe.org) for more information.*

Please identify if project is located in:

CITY LIMITS \_\_\_\_\_ or PLANNING AREA \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Company Name)

DELIVERED BY: \_\_\_\_\_

(Please Print)

PHONE NUMBER: \_\_\_\_\_

## AMENDING PLAT CHECKLIST

**ALL ITEMS MUST BE SUBMITTED FOR THE PLAT TO BE ACCEPTED FOR REVIEW.**

### SUBDIVISION

NAME: \_\_\_\_\_

SUBMITTAL DATE: \_\_\_\_\_

DUE DATE: \_\_\_\_\_

**NOTE: ALL BLANKS SHALL BE FILLED IN WITH EITHER A CHECKMARK FOR "COMPLETED" OR N/A FOR "NOT APPLICABLE".**

### AMENDING PLAT (94-152)

An amending plat may be approved for one or more of the following purposes:

1. \_\_\_\_\_ To correct an error in a course or distance shown on the preceding plat. (94-152(a)(1))
2. \_\_\_\_\_ To add a course or distance that was omitted on the preceding plat. (94-152(a)(2))
3. \_\_\_\_\_ To correct an error in a real property description shown on the preceding plat.  
(94-152(a)(3))
4. \_\_\_\_\_ To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments. (94-152(a)(4))
5. \_\_\_\_\_ To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat.  
(94-152(a)(5))
6. \_\_\_\_\_ To correct any other type of scrivener or clerical error or omission previously approved by the Planning Commission, including lot numbers, acreage, street names, and identification of adjacent recorded plats. (94-152(a)(6))
7. \_\_\_\_\_ To correct an error in courses and distances of lot lines between two adjacent lots if:
  - a. Both lot owners join the application for amending the plat.
  - b. Neither lot is abolished.
  - c. The amendment does not attempt to remove recorded covenants or restrictions.
  - d. The amendment does not have a material adverse effect on the property rights of the other owners in the plat.(94-152(a)(7)(a-d))
8. \_\_\_\_\_ To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement. (94-152(a)(8))
9. \_\_\_\_\_ To relocate on one or more lot, lines between one or more adjacent lots if:
  - a. The owners of all those lots join in the application for amending the plat.
  - b. The amendment does not attempt to remove recorded covenants or restrictions.
  - c. The amendment does not increase the number of lots.(94-152(a)(9)(a-c))
10. \_\_\_\_\_ To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
  - a. The changes do not affect other applicable regulations of the City.
  - b. The changes do not attempt to amend or remove any covenants or restrictions.
  - c. The area covered by the changes is located in an area that the Planning Commission or City Council has approved, after a public hearing, as a residential improvement area.(94-152(a)(10)(a-c))

11. \_\_\_\_\_ To re-plat one or more lots fronting an existing street if:  
(The owners of all those lots join in an application for amending the plat.)
- a. The amendment does not attempt to remove covenants or restrictions.
  - b. The amendment does not increase the number of lots.
  - c. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
- (94-152(a)(11)(a-d))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Developer/Agent

***NOTE: A Montgomery County 911 addressed plat is required to be submitted with the Amending Plat submittal package for acceptance to be reviewed for approval, if, and only if, the number of lots has been changed from the number of lots on the recorded plat.***

**Please see “Addressing Procedure” on the Community Development webpage at [www.cityofconroe.org](http://www.cityofconroe.org) for more information.**

**AMENDING PLAT APPLICATION**

Name of Plat to be amended: \_\_\_\_\_

Recordation Number: \_\_\_\_\_

**A. GENERAL INFORMATION (THIS SECTION MUST BE FULLY COMPLETED)**

**NAME AND ADDRESS OF ALL OWNERS INVOLVED:**

(Please use a second page if additional space is needed)

1. Name of Owner \_\_\_\_\_  
Contact person \_\_\_\_\_ Email: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
  
Name of Owner \_\_\_\_\_  
Contact person \_\_\_\_\_ Email: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_
2. Name of Registered Professional Land Surveyor \_\_\_\_\_  
Contact person \_\_\_\_\_ Email: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_
3. Name of Licensed Professional Engineer \_\_\_\_\_  
Contact person \_\_\_\_\_ Email: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**B. SUBDIVISION SPECIFICATIONS**

1. General Location: City Limits \_\_\_\_\_ Planning Area \_\_\_\_\_
2. Survey Name \_\_\_\_\_ Abstract No. \_\_\_\_\_
3. Total Acreage \_\_\_\_\_ No. of Lots \_\_\_\_\_ No. of Blocks \_\_\_\_\_
4. Total Acreage in Reserves \_\_\_\_\_
5. Type of Subdivision:  
Unit Development Residential \_\_\_\_\_ Single-Family Residential \_\_\_\_\_  
Multi-Family Residential \_\_\_\_\_ Manufactured Home Sub. \_\_\_\_\_  
Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_ Explain \_\_\_\_\_

**C. INTENDED CHANGES:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Do any of the changes that you are making differ from the City Ordinance requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", please explain: \_\_\_\_\_  
\_\_\_\_\_

4. Provided copy of the recorded covenants? ( ) Yes ( ) No

If "No", please explain: \_\_\_\_\_

5. Do you intend to change the covenants? ( ) Yes ( ) No  
6. Has the number of lots been changed from the recorded plat? ( ) Yes ( ) No

If "Yes", one (1) hard copy of the Montgomery County 911-addressed amending plat must be submitted.

**D. Are variances requested? ( ) Yes ( ) No**

If yes, please attach your request by separate letter stating the variances requested, the City's present standards, what specific, unique conditions exist that make the City's standards less applicable than what you propose and an engineering report, with appropriate technical backup, to show the preference of one standard over the other.

\_\_\_\_ Proof of ownership, such as a Warranty Deed, City Planning Letter, Title Report, listing all owners / lien holders

\_\_\_\_ Five (5) copies of the Amending Plat (The plat must be certified by registered public licensed surveyor and signed by owners and lien holders.) **(PLATS ROLLED IN SETS, ONE ROLL, NOT STAPLED)**

\_\_\_\_ One (1) original mylar of Amending Plat. (The plat must be certified by Registered Professional Land Surveyor and signed by affected owners and lien holders.)

\_\_\_\_ One (1) disk (Digital Copy) of approved Amending Plat.

\_\_\_\_ If required, One (1) hard copy of a Montgomery County 911-addressed amending plat.

**E. TAX CERTIFICATE REQUIRED FOR FILING:**

**An Original Tax Certificate, bearing the Tax Assessor's Seal, indicating that all real property taxes which are due upon the land to be subdivided have been paid is required for any plat to be recorded by the County Clerk, to conform to State of Texas Law.**

**F. SCHEDULE OF FEES:** Make check payable to the City of Conroe in the amount of \$50.00.

**If the amending plat is located within the City Limits, a check payable to the County Clerk must also be submitted to cover recording fees, as follows:**

Plat Recording Fees: \$30.00 per page, \$6.00 per plat

Accompanying Document Recording Fees: \$11.00 for first page, \$4.00 for additional pages

**G. CERTIFICATION**

This is to certify that the information concerning the proposed amending plat is true and correct, that I am the actual owner or authorized agent for the owner of the above described property, that prior to a request for any variance to the Ordinance, I have complied with all of the City of Conroe Ordinance Requirements for submitting an amending plat.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner and/or Agent

*Certificate of Approval of Amending Plat*

*On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this plat was approved by the Director of Community Development of the City of Conroe, Texas. The approval will be automatically revoked if this plat is not filed in the Map Records of Montgomery County, Texas within one year of the date of approval.*

*“WITNESS the official signatures of the Director of Community Development and the Secretary of the Planning Commission of the City of Conroe, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
*Director of Community Development*

\_\_\_\_\_  
*Secretary*

**Note:** On all amending plats, this certificate shall replace the Planning Commission’s certification.

# City of Conroe

## MAINTENANCE NOTE

*The appropriate note below may be placed on the plat **in lieu of providing separate covenants.** It protects the City's interest regarding the maintenance of required subdivision improvements for private dedication.*

### Maintenance Covenant for Residential Subdivisions within City Limits

Private streets, storm water detention facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.

### Maintenance Covenant for Residential Subdivisions in the Planning Area

1. Private streets, storm water detention facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon each lot. This provision shall be a covenant running with the land, and shall be binding on each person purchasing a lot within the subdivision.
2. Note 1 shall apply to the governing body having jurisdiction over the subdivision.

(Add note 2 if residential subdivision is located within Planning Area, not city limits.)



# City of Conroe

## Maintenance Covenant for Commercial Subdivisions within City Limits

Private streets, storm water detention facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the subdivision property owner. The City of Conroe may repair any such private facility, if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the subdivision property owner. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon the property and the reserves therein. This provision shall be a covenant running with the land, and shall be binding on subsequent property owners.

## Maintenance Covenant for Commercial Subdivisions in the Planning Area

1. Private streets, storm water detention facilities, common areas, streetlights and screening devices, not maintained by governmental entity, shall be maintained by the subdivision property owner. The City of Conroe may repair any such private facility, if it determines that the condition of the facility would interfere with the provision of any governmental service, or pose a significant threat of injury to person or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of the facility. The cost of repairs by the City shall be assessed against the subdivision property owner. Such assessments are secured by a continuing Vendor's Lien, in favor of the City, that is hereby established upon the property and the reserves therein. This provision shall be a covenant running with the land, and shall be binding on subsequent property owners.
2. Note 1 shall apply to the governing body having jurisdiction over the subdivision.

(Add note 2 if commercial subdivision is located within Planning Area, not city limits.)