



CITY OF CONROE

Est. 1904

STANDARD LEGAL DOCUMENTS

The following documents are provided as the standard form of legal instruments required by the City of Conroe for use in various Platting and Land Development submittals:

- *Affidavit of Compliance for Replat Notification & Publishing Requirements (1 page)*
- *Consent and Joinder (1-page)*
- *Declaration of Covenants and Restrictions (7-pages)*
- *Detention Covenant (2-pages)*
- *Engineer's Certificate of Completion and/or request for Initial Certification*
- *Escrow Agreement (5-pages)*
- *Letter of Credit, Construction (2-pages)*
- *Letter of Credit, Maintenance (2-pages)*
- *Lien Holders Acknowledgement and Subordination Statement (1-page)*
- *Subdivision Development Agreement (5-pages)*
- *Subdivision Maintenance Bond (2-pages)*
- *Subdivision Performance Bond (2-pages)*



CITY OF CONROE

Est. 1904

AFFIDAVIT OF COMPLIANCE FOR CITY OF CONROE, TEXAS REPLAT NOTIFICATION AND PUBLISHING REQUIREMENTS

Section 94-154, Article III, of Chapter 94, Subdivisions, Code of Ordinances, City of Conroe, Texas requires a public hearing prior to the approval of any proposed replat. This *Affidavit of Compliance* certifies that notice of the hearing on the following replat was given by U.S. Mail and newspaper publication as required by Section 94-154.

Original Subdivision Name: _____

Original Section Number: _____

Original Lot/Block Number: Lot: _____/Block _____

Montgomery County Clerk's File Number of Original
Subdivision: _____

Signature of Engineer/Surveyor or Owner-Developer:

_____ Date: _____

Name Printed: _____
Engineer/Surveyor/Owner-Developer

NOTE: ENGINEER OR SURVEYOR MUST AFFIX SEAL, ALL OTHER SIGNATURES MUST BE VERIFIED BY A NOTARY.

State of Texas
County of Montgomery

Before me the undersigned notary public on this day personally appeared _____ known to me be the person whose name is subscribed to the above and foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

Notary Public, State of Texas

Notary's Seal

City of Conroe

CONSENT AND JOINDER

The undersigned, having this date seen the plat of _____ Subdivision, hereby consent(s) to and join(s) in the execution of said plat and hereby subordinate(s) any and all property interests in property included in or affected by said plat to the subdivision and dedication of the property set forth in said plat. In no event shall the undersigned be required to enforce any restrictions, covenants, or easements appearing on said plat, nor shall the failure to enforce such restrictions, covenants, or easements, if any, give claim or cause of action against the undersigned.

EXECUTED this the _____ day of _____, 20__.

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

After recording please return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
_____ SUBDIVISION

STATE OF TEXAS

COUNTY OF MONTGOMERY

This DECLARATION OF COVENANTS AND RESTRICTIONS is made by _____, a _____, with its principal place of business located at _____, hereinafter called "DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in Montgomery County, Texas which is subdivided as _____ SUBDIVISION, according to the plat thereof recorded in Cabinet _____, Sheet _____, of the Map Records of Montgomery County, Texas; and

WHEREAS, as of the date of recordation of the subdivision plat, the real property was located within the corporate limits or planning area of the City of Conroe, Texas and was subject to the approval its Planning Commission; and

WHEREAS, certain improvements required under the subdivision regulations of the City of Conroe, Texas as a condition of the Planning Commission's approval of the plat of _____ SUBDIVISION were privately dedicated by DECLARANT; and

WHEREAS, it is necessary to make provision for the continued maintenance and upkeep of such privately dedicated subdivision improvements:

NOW THEREFORE, DECLARANT hereby adopts, establishes and imposes upon the hereinabove described _____ SUBDIVISION, hereinafter referred to as the "Property", and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and to the City of Conroe, Texas.

**ARTICLE I
Definitions**

In this DECLARATION OF COVENANTS AND RESTRICTIONS:

“*City*” means the City of Conroe, Texas.

“*Required private subdivision improvements*” means the subdivision improvements which are required under the applicable regulations of the City of Conroe, Texas, and are described in ARTICLE II of these covenants and restrictions.

**ARTICLE II
Required Subdivision Improvements**

Section 1. Private dedication. Certain subdivision improvements which are required by the subdivision regulations of the City of Conroe, Texas have been privately dedicated for the use and benefit of property owners within the subdivision. The improvements described in this Article are required subdivision improvements which are dedicated for the private use and benefit of lot owner’s within the subdivision. The maintenance entity authorized and required under this Declaration of Covenants and Restrictions shall be responsible for the maintenance and upkeep of these required improvements and shall be authorized to assess and collect a maintenance fee against the subdivision lots and to expend funds so collected for such purposes.

Section 2. Private streets. Streets which have been noted on the subdivision plat as “Private” are dedicated for the private use and benefit of lot owners within the subdivision and are maintained by the maintenance entity. Notwithstanding this private dedication, the dedication includes an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable television or other such utilities by the city and other utilities lawfully entitled to provide service to the abutting property. The dedication also includes a right of access to public agencies engaged in both routine and emergency public services, including law enforcement, fire protection, medical response, inspection and code enforcement. The maintenance entity may make an offer of public dedication of private streets if such dedication is authorized by the affirmative vote of a majority of lot owners within the subdivision. To be effective, an offered public dedication must be accepted by a formal vote of the governing body of the public entity which has jurisdiction over the streets. Until formally accepted, private streets which are offered for public dedication remain the responsibility of the maintenance entity.

Section 3. Street lights. The maintenance entity shall be responsible for the operation and maintenance of street lighting within the subdivision until such responsibility is assumed by a public entity.

Section 4. Storm water detention facilities. Storm water detention facilities have been located within the subdivision to contain the storm water runoff associated with the development. The maintenance entity shall be responsible for the operation and maintenance of these facilities.

Section 5. Open spaces and common areas. The maintenance entity shall be responsible for open spaces and common areas within the subdivision. These facilities are dedicated for the use and benefit of lot owners within the subdivision only.

Section 6. Amendment of Article. The provisions of this Article may not be amended without the express written consent of the Planning Commission of the City of Conroe, Texas.

Section 7. Exercise of maintenance and assessment powers by City. In the event the maintenance entity shall fail or refuse to adequately maintain the privately dedicated subdivision improvements described by this Article, the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the maintenance entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance of improvements covered by this Article.

ARTICLE III Property Owner's Association

Section 1. Membership. The Declarant shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association shall be to provide for the health, safety and welfare of the members, to collect the maintenance charges provided for herein, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the privately dedicated subdivision improvements and common properties of the subdivision and such other purposes as are stated in the Articles of Incorporation and are consistent with the provisions of these covenants and restrictions.

The Property Owner's Association shall consist of all of the owners of lots within _____ SUBDIVISION. The name of the Association shall be _____ PROPERTY OWNERS ASSOCIATION.

Each Lot Owner shall be a member of the association and entitled to one (1) vote for each lot owned. The Association shall be governed by a Board of Directors, and the Declarant shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve until the earlier of the expiration of ten (10) years or until all of Declarant's lots within the subdivision shall have been sold. Thereafter the Board of Directors shall be selected in the manner and for the term provided by the by-laws of the Association.

If, for any reason, the Declarant shall fail to form the required non-profit Association within one (1) year of the date on which these covenants are recorded, any Lot Owner within the subdivision may cause such Association to be formed and the initial Board of Directors shall be elected by the majority vote of the lot owner's within the subdivision.

If no Association is formed, the City Council of the City of Conroe, Texas, shall be authorized, but not required to exercise the powers of the Association, including the maintenance and assessment power authorized herein.

The Association may adopt such By-laws, rules and regulations as it shall deem appropriate and that are consistent with these covenants and restrictions.

ARTICLE IV Maintenance Charges

Section 1. Use of Maintenance Fund. Each Lot shall be subject to an annual maintenance charge to be used for the purposes of maintaining any required private subdivision improvements or other common improvements or amenities within the subdivision. The amount of the maintenance charge shall be set by the Board of Directors in such amount as shall be reasonably necessary to provide for the maintenance and upkeep of such facilities.

The Board of Directors shall collect and maintain control over the maintenance fund and administer same.

The maintenance charge shall be paid annually in advance by January 31 of each year. The Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding.

It shall be the duty of the Board of Directors to assess and collect the maintenance fee established by this Article and to utilize such funds for the maintenance and upkeep of the privately dedicated subdivision improvements located within the subdivision. If, for any reason, the Board of Directors shall fail to provide for the assessment and collection of such maintenance fee, or for the proper maintenance and upkeep of the privately dedicated subdivision improvements, then, the City Council of the City of Conroe, Texas, shall be authorized, but not required, to exercise such power in the place of the Board of Directors. In the event the City of Conroe, Texas shall advance its own funds to defray expenses of maintenance of the privately dedicated subdivision improvements, the City shall be entitled to reimbursement from the maintenance fund and may increase the maintenance assessment as necessary to insure repayment.

Section 2. Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of Fifty (\$50.00) Dollars or twenty percent (20%) of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, and interest at the highest legal rate as permitted by Texas Law together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for the benefit of the Administrator of the fund, whether Declarant or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of moneys advanced or to be advanced on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.

Section 3. Term of Maintenance Fees. The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.

**ARTICLE V
General Provisions**

Section 1. Term. These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive period of ten (10) years each, unless at the end of the 40 years, or anytime thereafter an instrument signed by majority of the them Owners of the Lots has been recorded agreeing to change or terminate said Covenants herein. It shall be lawful for the Association or any Lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these Covenants by judgment or further court order shall in no way affect any of the other provisions.

EXECUTED this _____ day of _____, 20_____.

BY: _____

Name Printed: _____

Title: _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority this day personally appeared _____, the _____ of _____, a _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed such instrument, in the capacity stated, as the authorized act and deed of _____.

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

Notary Public, State of Texas

After recording please return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

City of Conroe

COVENANT FOR MAINTENANCE OF STORM WATER COLLECTION SYSTEM

STATE OF TEXAS §
COUNTY OF MONTGOMERY § KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, hereinafter called "Declarant", is the owner of that certain real property ("the Property") more particularly described as

(insert description of whole tract (not just detention area))

Declarant has constructed a private storm water collection and detention system on the property for the purposes of collecting, detaining and controlling the release of storm waters from the Property. Declarant hereby covenants on behalf of itself and its successors and assigns that it shall maintain the storm water collection system, including the detention facility, in good working order in accordance with all regulations and ordinances of the City of Conroe, Texas and any other applicable statute or law.

If Declarant fails to perform necessary repairs or to maintain the storm water collection and detention facility in good working order as required, then, following notice of a violation the City of Conroe, Texas, its authorized employees or agents may enter onto the Property and perform necessary repairs or maintenance. The City of Conroe may assess the cost of any such repairs or maintenance against the owner(s) of the Property and shall have a lien against the property to secure the payment of the assessed cost. To perfect any such lien it shall be sufficient that the City of Conroe shall have substantially complied with the notice and assessment provisions of Texas Health and Safety Code Chapter 342. Notwithstanding this covenant, nothing herein shall obligate the City to undertake any repair or maintenance of such private facilities.

THE COVENANTS contained herein shall run with the land and shall bind the Declarant, its heirs, successors and assigns forever.

DATED this ____ day of _____, 200__.

Signature

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me by _____ on the ____ day of _____, 20__.

Notary Public, State of Texas

City of Conroe

After recording please return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

(Engineering firm's letterhead)

Engineer's Certification of Completion

Subdivision Name and Section Number, (if applicable)

In accordance with the City of Conroe platting approval process and the Subdivision Development Agreement for the subject subdivision, I _____, P.E., as Engineer, on behalf of _____, (Developer) certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Conroe. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

(add the following if requesting Initial Certification of the project))

I have provided the following required items and respectfully request Initial Certification of the subject subdivision.

1. As-built drawings on mylar and digital copy (CD)
2. Pavement Test Reports
3. Water Main test reports
4. Sanitary Sewer test reports
5. Maintenance Bond in the amount shown on the Subdivision Development Agreement
(Add any additional items, as needed)

****Please Note:** If a lift station, traffic signal or other improvement requiring a utility company account transfer from the developer to the City for public maintenance is required, the following items, for each company involved, must be added to this letter to receive Initial Certification of the subject subdivision:

1. Name of utility company
2. Address of facility
3. Utility account number to be transferred to the City of Conroe
4. Meter number

ENGINEER'S SEAL

(SIGNATURE & DATE REQUIRED)

ESCROW AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, _____
hereafter referred to as "Developer," has undertaken to subdivide and develop property within
the City of Conroe, Texas, or its Planning Area, such subdivision to be known as
_____; and

WHEREAS, Developer has, pursuant to the ordinance of the City of Conroe, Texas,
hereafter referred to as "City," executed Subdivision Development Agreement to insure that
any and all streets, water and sewer lines, drainage facilities or other required subdivision
improvements, hereafter referred to as "Improvements," are constructed and completed in
accordance with the specifications, standards and ordinances of the City; and

WHEREAS, Developer wishes receive final plat approval for said property prior to the
completion and approval or acceptance of the Improvements by the City; and

WHEREAS, Developer desires, in lieu of posting a performance bond, to escrow cash
money with an escrow agent in an amount not less than the amount necessary to insure
completion of said Improvements;

NOW, THEREFORE, Developer, City and _____,
hereafter called "Escrow Agent," agree as follows:

1. *Amount.* Developer, as a condition to receiving final plat approval for said
property shall deposit the sum of \$_____, in cash money, with Escrow
Agent, said sum being in an amount, as determined by the City, necessary to insure certain
Subdivision Development Agreement dated the ___ day of _____, 200__,
between the City and Developer, a copy of which is attached hereto for reference as
Attachment 1.

2. *Notice of Deposit.* No final plat approval shall be given by City for the property
herein described until Escrow Agent notifies City, in writing, that cash money, in the amount
specified herein, has been deposited in an escrow account with Escrow Agent.

3. *Release of Funds.* Developer may, from time to time, apply to Escrow Agent for
the release of the escrowed funds to be used for the purposes of paying the costs of
constructing the required subdivision improvements. Any and all such releases of the
escrowed funds shall conform to the following requirements.

- a. Not more than one draw request shall be permitted every thirty (30) days, and each draw shall be in an amount which is proportionate to the value of the work completed.
 - b. Each request for release of the escrowed funds shall be accompanied by Escrow Agreement certification of a registered professional engineer retained by Developer for the purpose of providing construction oversight, stating that, to the best of the engineer's knowledge, information and belief, the work on the required subdivision improvements has been performed in accordance with the approved plans and specifications and has reached the percentage of completion stated in the Developer's application for release of the escrowed funds.
 - c. A true and correct copy of Developer's request for the release of escrowed funds shall be delivered to the Director of Community Development for the City of Conroe at least ten (10) days prior to the release of escrowed funds by the Escrow Agent. Before the release of each draw is authorized the Developer shall certify to the Escrow Agent in writing that such notification has occurred.
 - d. The Escrow Agent shall not release any funds until after receipt of a written authorization from the Director of Community Development. This authorization is required for each separate draw.
 - e. Upon receipt of a written objection from the Director of Community Development the Escrow Agent shall withhold all or any portion of a requested draw in accordance with the request of the Director. The objection of the Director need not specify the grounds upon which such objection is based but shall be sufficient and conclusive on its face.
 - f. From each draw request the Escrow Agent shall retain an amount equal to 5% of each draw request, such funds to be held to secure the Developer's obligation to City to warrant the required subdivision improvements for a one-year period following completion. No portion of the retained funds shall be released until authorized in writing by the Director of Community Development.
4. If, at any time the Director of Community Development shall certify to the Escrow Agent, in writing that the Developer has materially failed in Developer's obligations as set forth in the Subdivision Development Agreement, then Escrow Agent shall pay to City all of the escrow funds then remaining in Escrow Agent's possession. The Director's written statement shall be conclusive on its face and need not specify the grounds of Developer's non-compliance or default.
 5. *Notices.* Any notices to be sent, or required to be sent or given under this agreement shall be sent to the addresses of the parties hereto, as follows:

CITY: Director of Public Works
P.O. Box 3066
Conroe, Texas 77305

DEVELOPER:

ESCROW AGENT:

6. *Fees.* Developer agrees to pay any and all fees or costs charged by the Escrow Agent in connection with this Agreement.

7. *Nonliability of Escrow Agent.* The Escrow Agent shall have no responsibility except for the safekeeping and delivery of the amounts deposited in the Escrow Account in accordance with this agreement. The Escrow Agent shall not be liable for any act done or omitted to be done under this agreement or in connection with the amounts deposited in the Escrow Account except as a result of the Escrow Agent's gross negligence or willful misconduct. If any question, dispute or disagreement arises among any one or more of the parties hereto and/or any other party with respect to the funds deposited in the Escrow Account, the proper interpretation of this agreement, the duties of the Escrow Agent hereunder or the rights of the parties to this agreement, the Escrow Agent shall not be required to act and shall not be held liable for refusal to act until the question or dispute is settled, and the Escrow Agent has the absolute right at its discretion to do either or both of the following:

- a. withhold and/or stop all further performance under this agreement until the Escrow Agent is satisfied, by receipt of a written document in form and substance satisfactory to the Escrow Agent and executed and binding upon all interested parties hereto (who may include the subscribers), that the question, dispute, or disagreement has been resolved; or
- b. file a suit in interpleader and obtain by final judgment rendered by a court of competent jurisdiction, an order binding all parties interested in the matter.

8. *Successors and Assigns.* This agreement shall be binding upon the successors and

Assigns of the parties hereto.

9. *Venue.* The parties hereto agree that if any legal action is necessary in connection With this agreement, exclusive venue shall lie in Montgomery County, Texas. IN WITNESS WHEREOF, the said City, Developer, and Escrow Agent have signed this instrument this _____ day of _____, 20__.

CITY OF CONROE, TEXAS

DEVELOPER

By:_____

By:_____

ESCROW AGENT

By:_____

ATTACHMENT 1.

**Letter of Credit for Subdivision Improvements
Construction**

(Bank's Letterhead)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUE DATE: _____

BENEFICIARY:

HONORABLE TOBY POWELL, MAYOR
CITY OF CONROE, TEXAS
P.O. Box 3066
Conroe, Texas 77305

Dear Mayor Powell:

Acting at the request of our customer _____
(Developer) we hereby authorize the City of Conroe, Texas (City) to draw on us the sum of
U.S. \$_____ available by City's draft at sight. The draft must be accompanied
by a signed statement that _____ (Developer)
has failed to complete, repair or maintain the subdivision improvements required under
City of Conroe Code of Ordinances, Chapter 94 in connection with the plat of
_____ (the Subdivision). Such statement shall be
sufficient and conclusive and you will not be required to further state the nature or grounds
of noncompliance.

Both the draft and written statement may be signed by any of the following officers
of the City of Conroe, Texas: Mayor, Mayor Pro-Tem, City Administrator, City Attorney
or Director of Community Development.

Partial drawings are permitted.

All drafts under this letter of credit shall be marked "Drawn Under
_____ Irrevocable Standby Letter of Credit No. _____".

This Irrevocable Standby Letter of Credit shall be irrevocable for an initial one year
term expiring at 5:00 p.m. on the one year anniversary of the issue date first set out above.
It is a condition of this credit that it shall be deemed automatically extended without
amendment for an additional period of one year

**"The Letter of Credit must be accompanied by
the completely executed Subdivision Development Agreement Form."**

from the original expiration date unless, at least thirty days prior to the original expiration date we shall notify you, in writing, by certified mail, at P.O. Box 3066 Conroe, Texas that we elect not to renew this credit for such additional period.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office located at _____ in _____, Texas.

This credit is subject to the Uniform Customs and Practice For Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600.

By: _____
Name Printed: _____
Title: _____

**“The Letter of Credit must be accompanied by
the completely executed Subdivision Development Agreement Form.”**

**Letter of Credit for Subdivision Improvements
Maintenance**

(Bank's Letterhead)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUE DATE: _____

BENEFICIARY:

HONORABLE TOBY POWELL, MAYOR
CITY OF CONROE, TEXAS
P.O. Box 3066
Conroe, Texas 77305

Dear Mayor Powell:

Acting at the request of our customer _____
(Developer) we hereby authorize the City of Conroe, Texas (City) to draw on us the sum
of U.S. \$_____ available by City's draft at sight. The draft must be
accompanied by a signed statement that _____
(Developer) has failed to repair material defects in workmanship and materials
incorporated in the construction of the subdivision improvements required under City of
Conroe Code of Ordinances, Chapter 94 in connection with the plat of
_____ (the Subdivision). Such statement shall be sufficient and
conclusive and you will not be required to further state the nature or grounds of
noncompliance.

Both the draft and written statement may be signed by any of the following
officers of the City of Conroe, Texas: Mayor, Mayor Pro-Tem, City Administrator, City
Attorney or Director of Community Development.

Partial drawings are permitted.

All drafts under this letter of credit shall be marked "Drawn Under
_____ Irrevocable Standby Letter of Credit No._____".

This Irrevocable Standby Letter of Credit shall be irrevocable for a one year term
expiring at 5:00 p.m. on the one year anniversary of the issue date first set out above.

We hereby engage with you all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office located at _____ in _____, Texas.

This credit is subject to the Uniform Customs and Practice For Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600.

By: _____

Name Printed: _____

Title: _____

City of Conroe

LIEN HOLDERS ACKNOWLEDGEMENT AND SUBORDINATION STATEMENT

I (we), _____, owner(s) and holder(s) of a lien(s) against the property described in the plat known as _____, said lien(s) being evidenced by a deed of trust of record under Clerk’s File No. _____ of the Real Property Records of Montgomery County, Texas, do hereby in all things subordinate to said plat said lien(s). I (or we) hereby confirm that I am (we are) the present owner(s) of said lien(s) and have not assigned the same nor any part thereof.

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed (add for corporations, “and in the capacity therein and herein set out, and as the act and deed of said corporation.”)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

NOTARY PUBLIC, IN AND FOR _____
COUNTY, STATE OF TEXAS

(Name to be Printed)

(Affix Notary Seal)

After recording please return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and effective this ____ day of _____, 20__ by and between the City of Conroe, Texas (hereinafter referred to as the "CITY"), and _____, (hereinafter referred to as the "DEVELOPER"), for the installation of certain required subdivision improvements for the subdivision known as _____ (hereinafter referred to as the "PROJECT"). It is understood that this AGREEMENT is applicable to the land contained within the subdivision to be known as _____, final approval of which subdivision application is now pending before the CITY'S Planning Commission. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of Section 94-113 of the CITY'S subdivision ordinance (Chapter 94, Code of Ordinances, City of Conroe, Texas).

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a professional engineer who has developed detailed plans and specifications for the construction of the required improvements necessary for approval by the CITY. These required improvements include those facilities described in Section II of this agreement to be installed as part of the PROJECT in conformance with City requirements and the plans and specifications prepared for DEVELOPER and approved by CITY's Director of Community Development.

The approved engineer's estimate lists the construction cost of all required subdivision improvements as \$ _____

The estimated cost of completing such required improvements, taking into account any improvements recognized by the City as constructed as of the date of this agreement is \$ _____.

- B. Within 24 months of the date upon which the Commission shall grant final plat approval, the DEVELOPER shall construct (or cause to be constructed) all of the required improvements described in Section II, such required improvements to be constructed in accordance with the approved plans and specifications. DEVELOPER shall thereafter guarantee the improvements against material defects in workmanship or materials for a period of one (1) year following the date upon which all such required improvements are certified to have been completed. DEVELOPER may request approval of changes or amendments to the approved plans and specifications. Provided that such changes meet the requirements of CITY's applicable regulations, such approval shall not be unreasonably withheld. No sale or conveyance of the subdivision by DEVELOPER prior to the completion of the required improvements shall be deemed to release DEVELOPER from the obligations imposed by this paragraph unless CITY shall have first consented in writing.

The amount of the guarantee against material defects in workmanship or materials shall be 5% of the approved engineer's estimate, which is \$ _____.

- C. The DEVELOPER further agrees that within 30 days of receipt of notice from the CITY construction of improvements will be accelerated so that all necessary services will be provided to property owners prior to the occupancy of any structure. Upon receipt of notice the DEVELOPER will take what actions are necessary to complete said improvements within 90 days of the date of the notice from the CITY. DEVELOPER shall thereafter guarantee the improvements against defects in materials or workmanship for a period of one (1) year following the date upon which all subdivision improvements are certified to be complete. Failure of the DEVELOPER to complete said improvements within the allotted time period will be cause for the CITY to draw down on the financial guarantee and complete such work at the DEVELOPER'S expense. In addition, it is expressly agreed and understood that the CITY may recover directly from the DEVELOPER any and all costs which the CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements. It is further agreed that the CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purpose of completing the required improvements.

The DEVELOPER further agrees that within 30 days of receipt of notice from the CITY, construction of improvements will be accelerated so that all drainage improvements, as shown on the approved plans, are complete within 90 days of the date of the notice from the CITY. Upon receipt of notice, the DEVELOPER will take what actions are necessary to complete said improvements. DEVELOPER shall thereafter guarantee the improvements against defects in materials or workmanship for a period of one (1) year following the date upon which all subdivision improvements are certified to be complete. Failure of the DEVELOPER to complete said improvements within the allotted time period will be cause for the CITY to draw down on the financial guarantee and complete such work at the DEVELOPER'S expense. In addition, it is expressly agreed and understood that the CITY may recover directly from the DEVELOPER any and all costs which the CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements. It is further agreed that the CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purpose of completing the required improvements.

- D. DEVELOPER will present to the CITY a financial guarantee in an amount equal to the estimated cost of completing the improvements. Such financial guarantee shall secure DEVELOPER'S obligation to construct the required improvements in accordance with the approved plans and specifications, and to thereafter guarantee such improvements against material defects in materials or workmanship for a period of one (1) year following completion.
- E. In the event the PROJECT is not completed within the required time, the CITY may, at its election, draw down on the financial guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense. In addition, it

is expressly agreed and understood that CITY may recover directly from DEVELOPER any and all costs which CITY may incur in its completion of the work, including sums in excess of the financial guarantee proceeds which are reasonably necessary to complete the required improvements. It is further agreed that CITY may assign its right to draft such financial guarantee and receive such funds to a bona fide association of property owners within the subdivision to be used by such association for the purposes of completing the required improvements.

- F. All financial guarantees issued hereunder which expire prior to the completion of construction shall be renewed in substantially the same form, such renewed financial guarantee to be delivered to the CITY on or before the tenth (10th) day before the date of expiration of the then existing guarantee. If the DEVELOPER fails to deliver the renewed financial guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this agreement and shall be a basis for the City to draw on all or any portion of the financial guarantee.
- G. Upon CITY'S approval and acceptance of a certification by DEVELOPER'S engineer that the required improvements have been completed in accordance with the requirements of this agreement, then DEVELOPER shall be entitled to obtain the release of the initial financial guarantee in exchange for a reduced financial guarantee in an amount equal to 5% of the initial guarantee. The reduced guarantee shall be in substantially the form attached hereto as Exhibit A and shall secure DEVELOPER'S guarantee against material defects in materials or workmanship for a period of one (1) year following completion of the improvements. Notwithstanding the reduced amount of such financial guarantee, DEVELOPER shall remain liable to CITY for the actual cost of any repairs which are reasonably necessary to correct defects in the work.

II. REQUIRED IMPROVEMENTS AND SUBMITTALS

- A. The following required improvements must be completed in accordance with the approved plans and specifications:
 - 1. All streets shown on the face of the approved plat;
 - 2. Storm water detention and drainage facilities;
 - 3. Water supply improvements;
 - 4. Sanitary sewer improvements; and
 - 5. Street lights.
 - 6. Sidewalks.
- B. Survey stakes at all lot and block corners and other locations specified by the City's subdivision regulations.
- C. "As-built" drawings in accordance with Chapter 94, Sec. 94-188, Code of Ordinances, City of Conroe, Texas.

III. GENERAL PROVISIONS

- A. **The DEVELOPER covenants and agrees to hereby fully indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees, from all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property including death, resulting from or in any way connected with this AGREEMENT or the construction of the improvements or facilities described herein; and in addition, the DEVELOPER covenants to indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees, from and against any and all claims, suits or causes of action of any nature whatsoever, brought for or on account of any injuries or damages to persons or property, including death, resulting from any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of the DEVELOPER, its contractors, subcontractors, agents, servants or employees.**
- B. **Approval by the Director of Community Development, of any plans, designs or specifications submitted by the DEVELOPER pursuant to this agreement shall not constitute or be deemed to have constituted a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City, through the Director of Community Development, signifies the CITY'S approval on only the general design concept of the improvements to be constructed. The DEVELOPER shall indemnify and hold harmless the CITY, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the DEVELOPER'S engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceeding brought against the CITY, its officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT will accrue to the DEVELOPER.**
- C. **This contract or any part hereof or any interests herein, shall not be assigned by the DEVELOPER without the express written consent of the CITY.**

- D. The provisions of this agreement shall be covenants, running with the land, and shall be binding upon the parties hereto, their successors and assigns.
- E. Venue of any action brought hereunder shall be in Montgomery County, Texas.
- F. All required survey staking must be in place and "As-Built" drawings of required improvements submitted before the initial financial guarantee is released.

EFFECTIVE on and from the date first set forth above.

DEVELOPER: _____

BY: _____

Name Printed: _____

Title: _____

CITY OF CONROE, TEXAS

BY: _____

Chairman
City of Conroe Planning Commission

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, the _____, of _____, a _____, as its authorized act and deed.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, the Chairman, of The City of Conroe Planning Commission.

Notary Public, State of Texas

After recording return to:
City Secretary
P. O. Box 3066
Conroe, Texas 77305
(Engineering)

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, _____, as Principal(s) and _____, a Corporation authorized to do business in the State of Texas, and having an office and place of business in Texas at _____, as Surety, are held and firmly bound unto the CITY OF CONROE, TEXAS, as Obligee, in the sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment whereof to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

WHEREAS, Principal is responsible for the completion of all required subdivision improvements for _____ a subdivision located in Montgomery County, Texas as per the map or plat thereof recorded in _____ of the Map Records of Montgomery County, Texas; and

WHEREAS, Principal has certified in writing to Obligee that all required subdivision improvements for said subdivision have been completed in accordance with the approved construction plans and Obligee’s standards and specifications applicable to the subdivision of real property;

WHEREAS, Principal has requested that the Director of Community Development of the City of Conroe, Texas issue a certificate evidencing completion of the required subdivision improvements as provided by Sec. 94-188 of the Code of Ordinances of the City of Conroe, Texas, the issuance of such certificate being subject to the requirement that Principal shall correct all defects within publicly dedicated improvements that occur within one-year of the date of issuance of such certificate;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal shall correct any defects to public improvements within the _____ subdivision within one (1) year from the date of the issuance of the above described certificate of completion, then this obligation to be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the Planning Commission of the City of Conroe, Texas may thereupon declare this bond to be in default and collect the sum

remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.

SIGNED, this _____ day of _____, 20__.

Principal

Address:

SURETY:

BY: _____
Attorney in Fact for Surety

Address:

APPROVED this ____ day of _____, 20__.

Director, City of Conroe Public Works Department

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, _____, as Principal(s) and _____, a Corporation authorized to do business in the State of Texas, and having an office and place of business in Texas at _____, as Surety, are held and firmly bound unto the CITY OF CONROE, TEXAS, as Obligee, in the sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment whereof to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents:

WHEREAS, Principal has made application to the Obligee for final plat approval of a subdivision shown on Plat entitled “_____” filed with the Planning Commission of the City of Conroe, Texas, approval of said final plat being subject to certain conditions, one of which is that a performance bond be filed with the Obligee in an amount sufficient to guarantee the construction and maintenance of certain improvements required in said subdivision as provided by the ordinances and regulations of the City of Conroe, Texas;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal shall within two (2) years from the date hereof (time may be extended only by the Planning Commission of the City of Conroe, Texas) construct the required improvements in said subdivision in accordance with the ordinances and regulations of the City of Conroe, Texas and shall thereafter correct any defects which occur within a one-year period following the completion of all required improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in the event that any required improvements have not been installed as provided by the ordinance and regulations of the City of Conroe, or if Principal shall fail to correct any defects in the required improvements as required by such ordinances and regulations, then the Planning Commission of the City of Conroe, Texas may thereupon declare this bond to be in default and collect the sum remaining payable thereunder and upon receipt of the proceeds thereof, the Obligee may install or repair such improvements as are covered by this bond.

SIGNED, this _____ day of _____, 20__.

Principal

Address:

SURETY:

BY: _____
Attorney in Fact for Surety

Address:

APPROVED this ____ day of _____, 20__.

Director, City of Conroe Public Works Department