



Members Names

Chair | William Garwood

**Commission Members | Deborah Spoor, Will Clark, Michelle Townsend,
Regina Bieri, Ellen Eby, Andrew Heston**

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, SEPTEMBER 5, 2024, AT 12:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

- 1.** Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on August 1, 2024.

PUBLIC HEARINGS AND ACTION ITEMS

REGULAR AGENDA

- 2.** Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 6.
- 3.** Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 7.
- 4.** Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 8.
- 5.** Discussion and update on the proposed City of Angleton Comprehensive Fees Schedule Update as it relates to Development Fees. No action is required.

ADJOURNMENT

CERTIFICATION

I, Otis Spriggs, Development Services Director, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, August 30, 2024, by 5:30 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Otis Spriggs, AICP

Otis Spriggs, AICP

Development Services Director

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 5, 2024

PREPARED BY: Otis T. Spriggs, AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on August 1, 2024.

AGENDA ITEM SECTION: Declaration of a Quorum and Call to Order

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Staff requests a discussion and possible action on the minutes for Planning and Zoning Commission meeting for August 1, 2024.

RECOMMENDATION: Staff recommends that the Planning and Zoning approve the minutes with any noted corrections.



CITY OF ANGLETON
PLANNING AND ZONING COMMISSION DRAFT MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 1, 2024 AT 12:00 PM

Members Names

Chair | William Garwood

Commission Members | Deborah Spoor, Will Clark, Michelle Townsend,

Regina Bieri, Ellen Eby, Andrew Heston

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, THURSDAY AUGUST 1, 2024, AT 12:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

ROLL CALL: Present were: Chair William Garwood, Commission Members Deborah Spoor, Will Clark, Michelle Townsend, Ellen Eby, and Andrew Heston; Absent was: Regina Bieri.

- 1. Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on July 2, 2024.**

Motion was made by Commission Member Heston and seconded by Commission Member Spoor to approve the minutes. The minutes were unanimously approved.

PUBLIC HEARINGS AND ACTION ITEMS

- 2. Conduct a public hearing, discussion and possible action on a recommendation regarding a request for approval of the Tropoli Townhomes Replat, BEING THE REPLAT OF THE TROPOLI TOWNHOMES SUBDIVISION AS RECORDED IN C.C.F.N. 2016032880 OF THE O.P.R.B.C.T. The proposed final replat consists of 1.886 ACRES, 12 LOT 1 BLOCK, is zoned Single Family Attached (SFA) and is located on the Northeast of the Intersection of N. Valderas St. and E. Henderson Rd.**

Staff: Kandice Haseloff-Bunker, Development Coordinator presented the staff findings for this Replat, noting that the applicants are increasing their detention area to create a shared access with the Happy Faces Daycare to the north, and in doing that they have reduced the number of lots by half.

Ms. Haseloff-Bunker added that the replat meets the requirements, and the use. The City Engineer has issued comments and Staff feels confident all comments will be cleared prior to City Council consideration. She informed that the comments are minor in nature, such as the request to show the previous lot lines of the changes from

the original plat and the other comment is a reference to the ingress/egress easement and that it is not considered public.

Public Hearing Opened: Motion was made by Commission Member Townsend and seconded by Commission Member Eby, to open the public hearing; Motion carried unanimously the public hearing was opened.

Comments: None.

Public Hearing Closed: Motion was made to close the public hearing Commission Member Townsend; the motion was seconded by Commission Member Heston. Motion carried unanimously; the public hearing was closed.

Commission Member Regina Bieri asked if they are just replating it for les lots; was it 17 lots down to 12?

Kandice Haseloff-Bunker stated that it was actually 16 lots with the reserve in the middle and now it's going to be 8 lots with the reserve in the middle. They also included an entrance to the Happy Face to reduce the traffic congestion, because they're going to be modifying the Happy Faces Daycare to create a better lane for dropping off the children. It will be used as a joint entrance.

Commission Action:

Motion was made to approve the townhomes replat and forward it to City Council for final consideration and approval, subject to the City Engineering comments being satisfied by Commission Member Townsend and seconded by Commission Member Clark to approve as indicated.

Roll Call Vote: Commission Member Townsend- Aye; Commission Member Clark- Aye; Commission Member Eby- Aye; Commission Member Spoor- Aye; Commission Member Heston- Aye; and Commission Chair- Aye. Motion passed unanimously (6-0).

Meeting was adjourned at 12:05 PM.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 5, 2024

PREPARED BY: Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 6.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for approval of a Preliminary Plat for Windrose Green Section 6 Subdivision. The subject property consists of 15.658 acres, 78 lots and one reserve within 1 block, is in the City of Angleton ETJ and is located on the south side of FM 523 approximately 2,500 feet west of the FM 523/SH 35 intersection.

Note that this Development, while in the ETJ is subject to the previously approved Strategic Partnership Agreement (SPA) executed by and between Rancho Isabella MUD on November 11, 2020 and the City of Angleton. The Development Agreement was executed with by the Developer, Concourse Development, LLC and the City of Angleton on March 10, 2020 which defined and restricted that the single family lots be a minimum of 40 ft. (40) wide in accordance with the attached General Plan.

PLANNING STAFF AND ENGINEERING COMMENTS:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced subdivision and offers the following comments:

Sheet 1 of 2

1. Verify and update plat note 18 for this section and what section is applicable for the detention of this section.
2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.
3. Update graphics to remove solid hatching on the lot details.

4. Verify and update the engineer of record.
5. Verify and update the surveyor of record.
6. Verify and update plat notes 15-16 to update the design professional(s).

Sheet 2 of 2

1. Verify and update land use for Reserve A to include "Drainage".
2. Show filing information for Sec. 4 & 5 once available.
3. Remove text shown above metes and bounds.
4. Recommend continuation of street name shown for Parks Edge Lane, taken from Section 4.
5. Show Topographic contours at one-foot intervals.
6. Provide a corner tie to the original abstract survey.
7. Verify and update spelling to be "Costello" in the metes and bounds.
8. Label point of beginning on the plat drawing in relation to the metes and bounds description.
9. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector, etc).
10. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

The applicant submitted the responses to the above comments on August 30, 2024. However, the above comments have not been cleared by the City Engineer and Staff prior to Agenda posting; Staff will provide an updated report during the September 5th P&Z session.

Recommendation:

The Planning and Zoning Commission should consider conditional approval of the Preliminary Plat for Windrose Green Section 6, subject to all review comments are cleared by the City Engineer prior to City Council final consideration.

August 30, 2024

Mr. Otis Spriggs
Development Services Director
121 S. Velasco Street,
Angleton, TX, 77515

Re: WINDROSE GREEN SECTION 6

Dear Otis,

On behalf of Emptor Angleton, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated August 21, 2024, for the above referenced plat.

1. Verify and update plat note 18 for this section and what section is applicable for the detention of this section.

Response: Note 18 updated and verified per this comment.

2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.

Response: To the best of our knowledge, there are no additional easement requirements.

3. Update graphics to remove solid hatching on the lot details.

Response: This has been addressed.

4. Verify and update the engineer of record.

Response: Engineer on record has been updated per this comment.

5. Verify and update the surveyor of record.

Response: Surveyor on record has been updated per this comment.

6. Verify and update plat notes 15-16 to update the design professional(s).

Response: Plat note verified.

7. Verify and update land use for Reserve A to include "Drainage".

Response: Drainage label added to reflect in reserve A.

8. Show filing information for Sec. 4 & 5 once available.

Response: Filing information not currently available for these sections.

9. Remove text shown above metes and bounds.

Response: Text above metes and bounds has been removed.

10. Recommend continuation of street name shown for Parks Edge Lane, taken from Section 4.

Response: Parks Edge Lane has been continued from Section 4.

11. Show Topographic contours at one-foot intervals.

Response: Contours shown on plat.

12. Provide a corner tie to the original abstract survey.

Response: Corner tie to the original abstract survey shown on plat.

13. Verify and update spelling to be "Costello" in the metes and bounds.

Response: Metes and bounds shown appropriately as Costello.

14. Label point of beginning on the plat drawing in relation to the metes and bounds description.

Response: Point of beginning shown.

15. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector, etc).

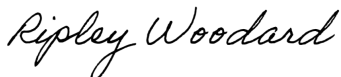
Response: Table provided to reflect ROWs.

16. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

Response: Metes and bounds revised per this comment.

Enclosed is a copy of the revised plat. Please contact me if you need any additional information.

Sincerely,



Ripley Woodard
Enclosure

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT EMPOR ANGLETON, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section 6, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:
 "Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner _____

Duly Authorized Agent _____

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned, 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 the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
 State of Texas

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy A. Chandler, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

I, Jeremy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Costello, Inc.

Jerome A. Chandler
 Registered Professional Land Surveyor
 No. 5755

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, John A. Alvarez II, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

John A. Alvarez II, P.E.
 Professional Engineer
 No. 127206

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission _____

City Secretary _____

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor _____

City Secretary _____

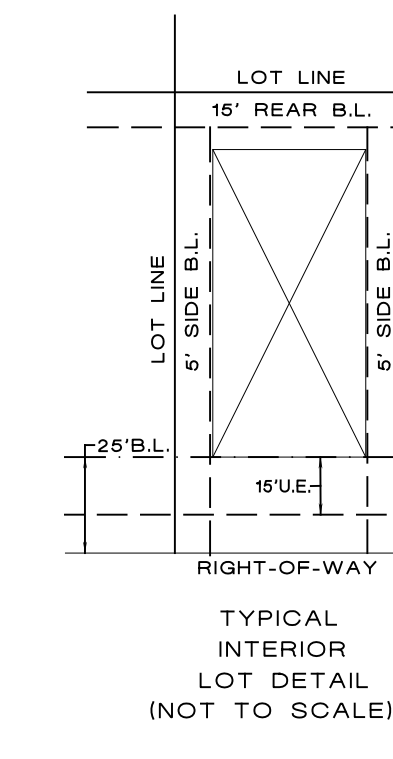
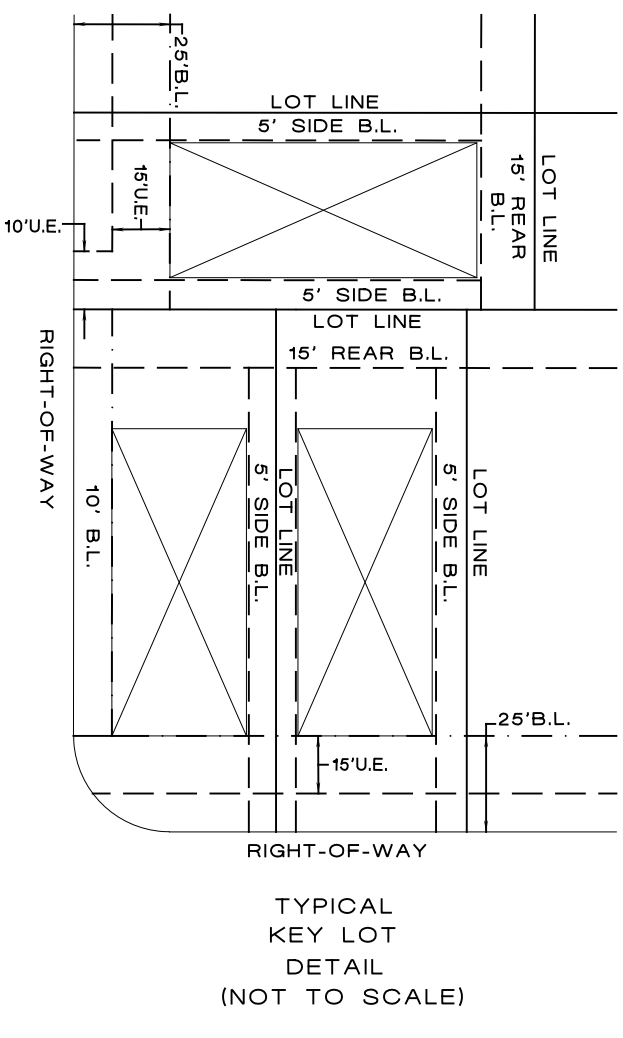
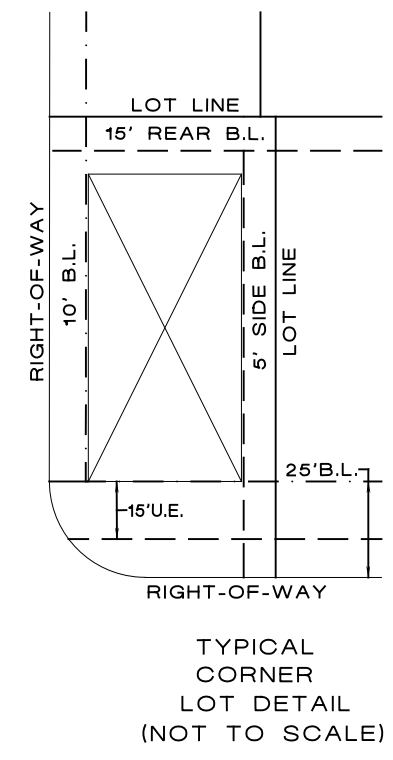
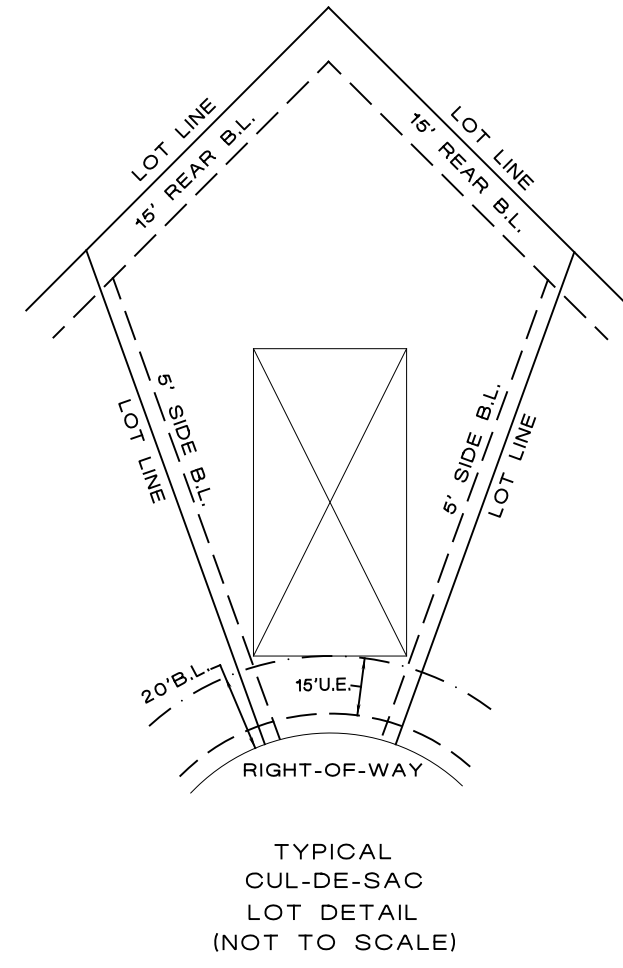
STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, City Secretary, City of Angleton, on behalf of the City.

Notary Public
 State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "'1' RES." INDICATES ONE FOOT RESERVE.
 dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and vest in the dedicator, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM, IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
 ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
 VERTICAL DATUM:
 ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- 13.) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- 14.) DRIVEWAY ACCESS TO FM 523 FROM LOT 10 & 11, BLOCK 1 IS DENIED.
- 15.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY COSTELLO, INC.
- 16.) COSTELLO, INC., TBPE FIRM REGISTRATION No. 280, TBPLS FIRM REGISTRATION No. 100486... IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 17.) PROPOSED MONUMENTS TO BE SET BY COSTELLO, INC., UPON RECORDATION OF A FINAL PLAT.
- 18.) DETENTION PROVIDED FOR WINDROSE GREEN SECTION 6 HAS BEEN DEDICATED WITHIN WINDROSE GREEN SECTION 1.
- 19.) SUBJECT TO THE TERMS, CONDITIONS, AND STIPULATIONS AS SENT FORTH IN DOCUMENT NO. 2008000450 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.



A PRELIMINARY PLAT OF

WINDROSE GREEN SECTION SIX

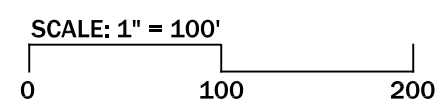
BEING 15.658± ACRES OF LAND

OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

CONTAINING 78 LOTS (45' X 120' TYP.) AND ONE RESERVE IN THREE BLOCKS.

OWNER:
EMPOR ANGLETON, LLC
 ENGINEER/SURVEYOR:
QUIDDITY
 2322 W GRAND PARKWAY NORTH, SUITE 150
 KATY, TEXAS, 77449, UNITED STATES
 (832) 913-4000
 TEXAS FIRM REGISTRATION #F-23290

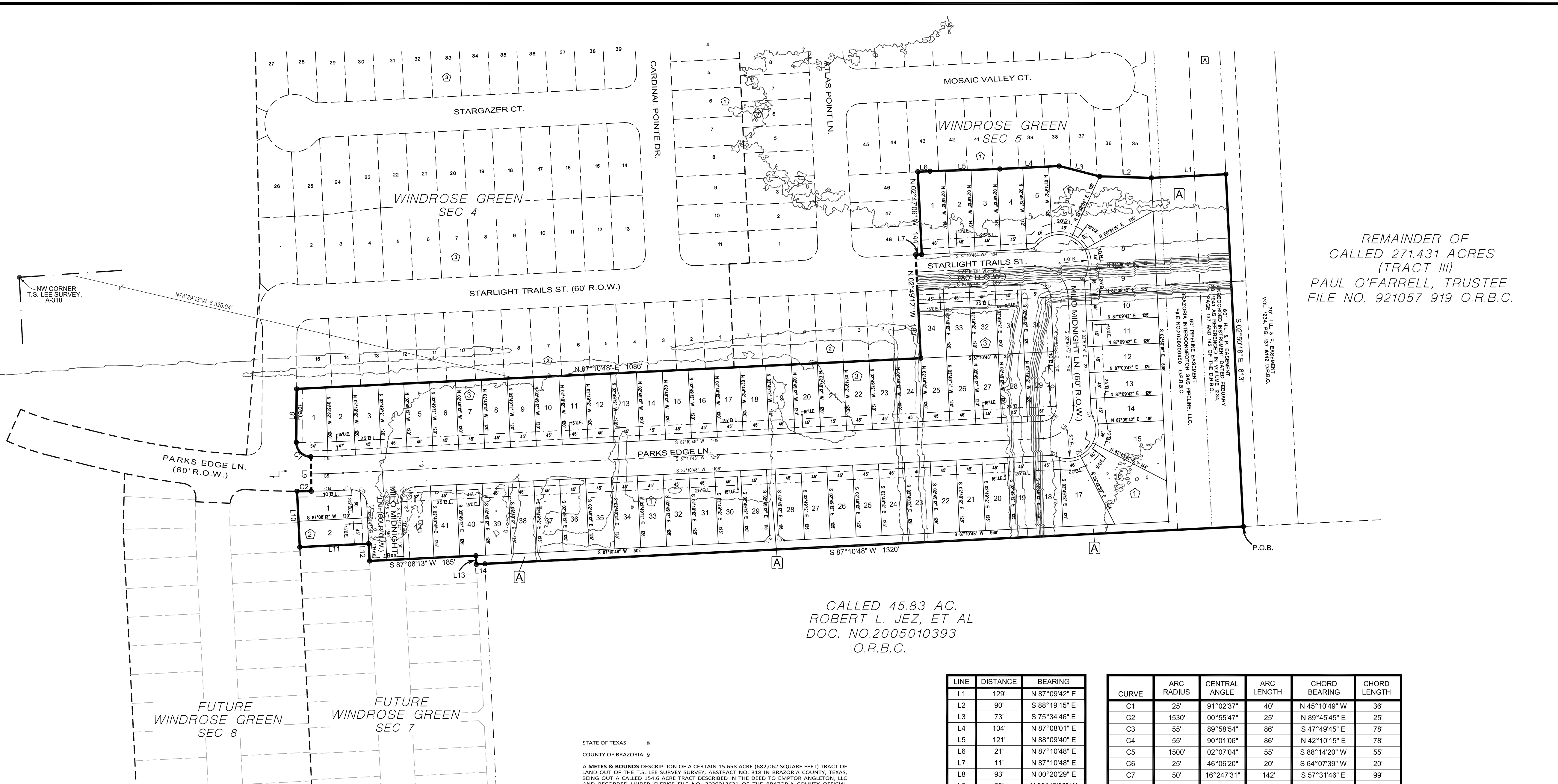
PLANNER:
META
 PLANNING + DESIGN
 Meta Planning + Design LLC
 24285 KATY FREEWAY, SUITE 525
 KATY, TEXAS 77494 | TEL: 281-810-1422



- LEGEND:
- 1.) "B.L." INDICATES BUILDING LINE.
 - 2.) "U.E." INDICATES UTILITY EASEMENT.
 - 3.) "AC." INDICATES ACREAGE.
 - 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
 - 5.) "P.O.B." INDICATES POINT OF BEGINNING.
 - 6.) "FND" INDICATES FOUND.
 - 7.) "IP" INDICATES IRON PIPE.
 - 8.) "IR" INDICATES IRON ROD.
 - 9.) "VOL." INDICATES VOLUME.
 - 10.) "PG." INDICATES PAGE.
 - 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
 - 12.) "NO." INDICATES NUMBER.
 - 13.) "CT." INDICATES COURT.
 - 14.) "DR." INDICATES DRIVE.
 - 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
 - 16.) "—|—" INDICATES STREET NAME CHANGE.
 - 17.) "Ⓛ" INDICATES BLOCK NUMBER.
 - 18.) "[A]" INDICATES RESERVE NUMBER.
 - 19.) "—R—" INDICATES 50' CUL-D-SAC RADIUS.

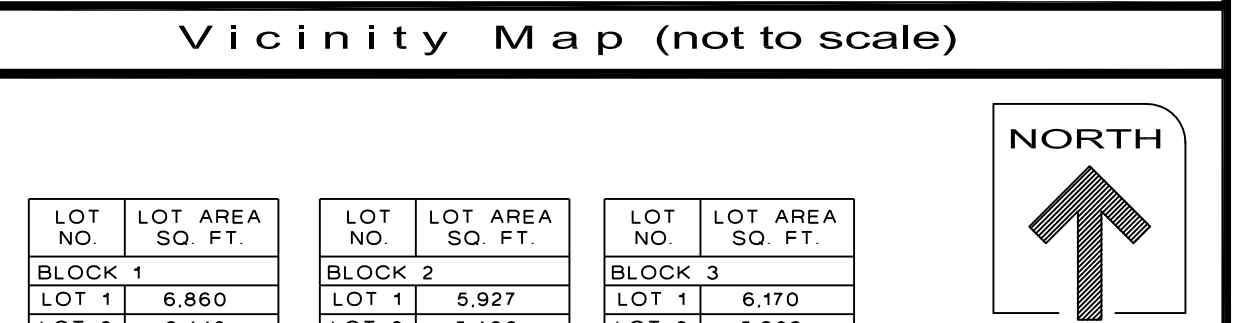
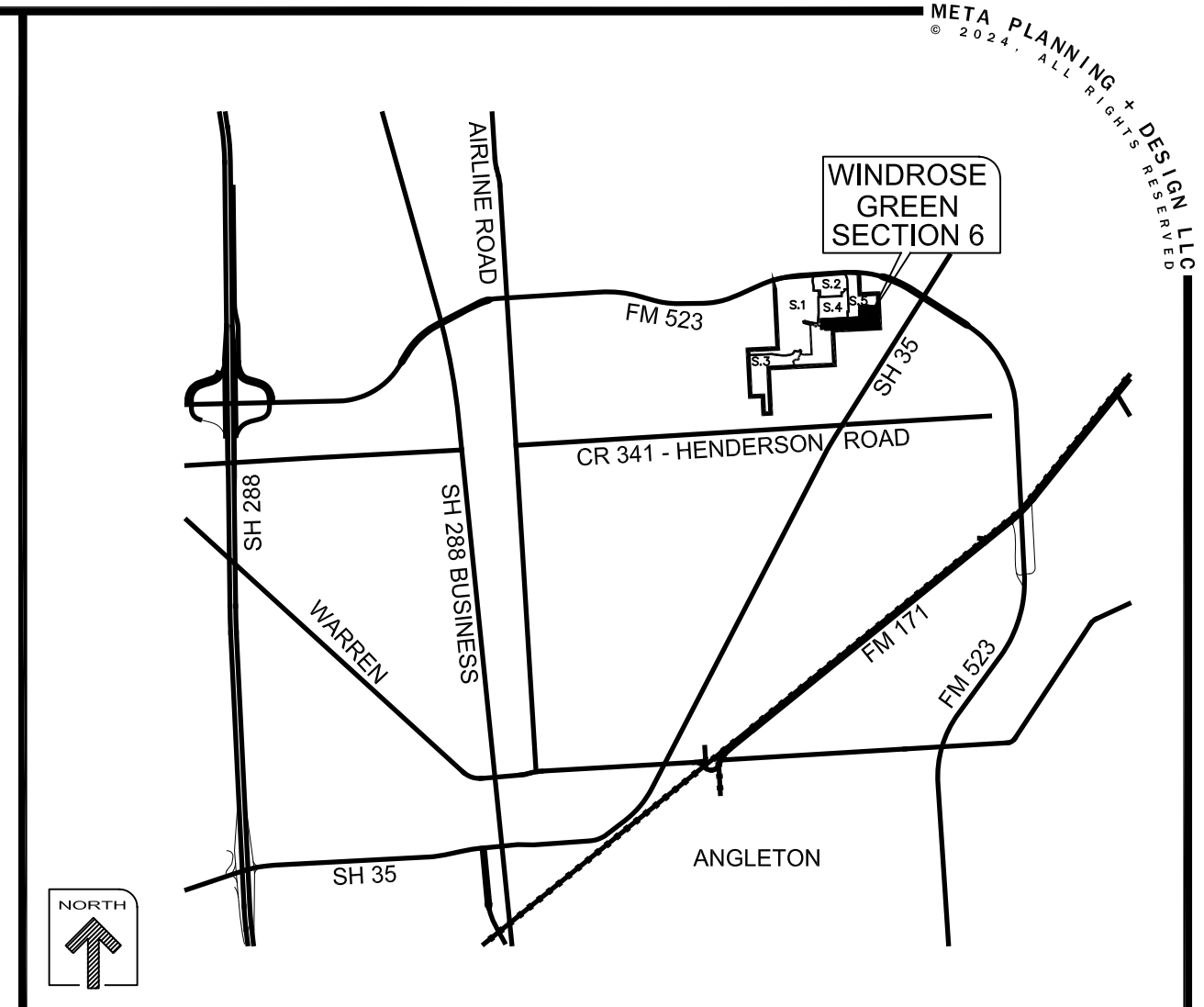
DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING AND ZONING COMMISSION. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.



REMAINDER OF
CALLED 271.431 ACRES
(TRACT III)
PAUL O'FARRELL, TRUSTEE
FILE NO. 921057 919 O.R.B.C.

CALLED 45.83 AC.
ROBERT L. JEZ, ET AL
DOC. NO. 2005010393
O.R.B.C.



LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
LOT 1	6.860	LOT 1	5.927	LOT 1	6.170
LOT 2	6.442	LOT 2	5.900	LOT 2	5.609
LOT 3	6.407	LOT 3	5.400	LOT 3	5.400
LOT 4	6.387	LOT 4	5.400	LOT 4	5.400
LOT 5	5.930	LOT 5	5.400	LOT 5	5.400
LOT 6	7.285	LOT 6	5.400	LOT 6	5.400
LOT 7	10.925	LOT 7	5.400	LOT 7	5.400
LOT 8	7.782	LOT 8	5.400	LOT 8	5.400
LOT 9	5.567	LOT 9	5.400	LOT 9	5.400
LOT 10	5.625	LOT 10	5.400	LOT 10	5.400
LOT 11	5.625	LOT 11	5.400	LOT 11	5.400
LOT 12	5.625	LOT 12	5.400	LOT 12	5.400
LOT 13	5.625	LOT 13	5.400	LOT 13	5.400
LOT 14	5.553	LOT 14	5.400	LOT 14	5.400
LOT 15	8.422	LOT 15	5.400	LOT 15	5.400
LOT 16	13.013	LOT 16	5.400	LOT 16	5.400
LOT 17	7.593	LOT 17	5.400	LOT 17	5.400
LOT 18	5.598	LOT 18	5.400	LOT 18	5.400
LOT 19	5.625	LOT 19	5.400	LOT 19	5.400
LOT 20	5.625	LOT 20	5.400	LOT 20	5.400
LOT 21	5.625	LOT 21	5.400	LOT 21	5.400
LOT 22	5.625	LOT 22	5.400	LOT 22	5.400
LOT 23	5.684	LOT 23	5.400	LOT 23	5.400
LOT 24	6.232	LOT 24	5.400	LOT 24	5.400
LOT 25	5.625	LOT 25	5.400	LOT 25	5.400
LOT 26	5.625	LOT 26	5.400	LOT 26	5.400
LOT 27	5.625	LOT 27	5.400	LOT 27	5.400
LOT 28	5.575	LOT 28	5.400	LOT 28	5.400
LOT 29	5.575	LOT 29	6.008	LOT 29	6.008
LOT 30	5.625	LOT 30	6.003	LOT 30	6.003
LOT 31	5.625	LOT 31	5.400	LOT 31	5.400
LOT 32	5.625	LOT 32	5.400	LOT 32	5.400
LOT 33	5.625	LOT 33	5.400	LOT 33	5.400
LOT 34	5.625	LOT 34	5.400	LOT 34	5.400

RESERVE	ACREAGE	LAND USE
[A]	2.80	LANDSCAPE/ OPEN SPACE/DRAINAGE

LINE	DISTANCE	BEARING
L1	129'	N 87°09'42" E
L2	90'	S 88°19'15" E
L3	73'	S 75°34'46" E
L4	104'	N 87°08'01" E
L5	121'	N 88°09'40" E
L6	21'	N 87°10'48" E
L7	11'	N 87°10'48" E
L8	93'	N 00°20'29" E
L9	60'	N 00°42'08" E
L10	97'	N 02°51'47" W
L11	120'	S 87°08'13" W
L12	30'	N 02°51'47" W
L13	15'	N 02°51'47" W
L14	15'	S 87°10'48" W
L15	14'	S 87°10'48" W
L16	14'	N 42°10'48" E
L17	14'	S 47°49'12" E

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25'	91°02'37"	40'	N 45°10'49" W	36'
C2	1530'	00°55'47"	25'	N 89°45'45" E	25'
C3	55'	89°58'54"	86'	S 47°49'45" E	78'
C4	55'	90°01'06"	86'	N 42°10'15" E	78'
C5	1500'	02°07'04"	55'	S 88°14'20" W	55'
C6	25'	46°06'20"	20'	S 64°07'39" W	20'
C7	50'	16°24'31"	142'	S 57°31'46" E	99'
C8	25'	26°42'17"	12'	S 10°30'51" W	12'
C9	25'	24°57'05"	11'	N 15°18'50" W	11'
C10	50'	139°55'16"	122'	S 42°10'15" W	94'
C11	25'	24°57'05"	11'	S 80°20'39" E	11'
C12	25'	90°02'35"	39'	N 42°09'31" E	35'
C13	25'	89°57'25"	39'	N 47°50'29" W	35'
C14	1530'	02°07'04"	57'	S 88°14'20" W	57'
C15	1470'	02°07'04"	54'	N 88°14'20" E	54'
C16	25'	90°01'06"	39'	N 42°10'15" E	35'
C17	25'	89°58'54"	39'	S 47°49'45" E	35'

STREET NAME	LINEAR FEET	WIDTH	STREET TYPE
STARLIGHT TRAILS STREET	243'	60'	LOCAL
MILQ MIDNIGHT LANE	283'	60'	LOCAL
CONSTELLATION WAY	1,316'	60'	LOCAL
STREETNAME	155'	60'	LOCAL

STATE OF TEXAS 5
COUNTY OF BRAZORIA 5

A METES & BOUNDS DESCRIPTION OF A CERTAIN 15.658 ACRE (682,062 SQUARE FEET) TRACT OF LAND OUT OF THE T.S. LEE SURVEY, ABSTRACT NO. 318 IN BRAZORIA COUNTY, TEXAS, BEING OUT A CALLED 154.6 ACRE TRACT DESCRIBED IN THE DEED TO EMPTOR ANGLETON, LLC AND RECORDED UNDER CLERK'S FILE NO. 2020018623 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY; SAID 15.658 ACRE (682,062 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEINGINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

BEGINNING AT 5/8-INCH IRON ROD WITH CAP STAMPED "COSTELLO" FOUND AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID 154.6 ACRES, COMMON WITH THE SOUTHWEST CORNER OF A CALLED 22.1088 ACRE TRACT DESCRIBED IN THE DEED TO 1209 DAYTON, LLC AND RECORDED UNDER CLERK'S FILE NO. 2022049373 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.

THENCE, SOUTH 87 DEGREES 10 MINUTES 48 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID 154.6 ACRES, A DISTANCE OF 1320.20 FEET;

THENCE OVER AND ACROSS SAID 154.6 ACRES THE FOLLOWING 22 CALLS:

- SOUTH 87 DEGREES 10 MINUTES 48 SECONDS WEST, A DISTANCE OF 15.00 FEET;
- NORTH 02 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 35.00 FEET;
- SOUTH 87 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 385.00 FEET;
- NORTH 02 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 30.16 FEET;
- SOUTH 87 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 320.00 FEET;
- NORTH 02 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 97.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
- WITH SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1530.00 FEET, A CHORD BEARING OF NORTH 80 DEGREES 45 MINUTES 45 SECONDS EAST, A CHORD LENGTH OF 24.83 FEET AND AN ARC LENGTH OF 24.83 FEET;
- NORTH 00 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
- WITH SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 45 DEGREES 10 MINUTES 49 SECONDS WEST, A CHORD LENGTH OF 35.68 FEET AND AN ARC LENGTH OF 39.73 FEET;
- NORTH 00 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 92.78 FEET;
- NORTH 87 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 761.48 FEET;
- NORTH 87 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 325.00 FEET;
- NORTH 02 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 120.00 FEET;
- NORTH 02 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 60.00 FEET;
- NORTH 87 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.68 FEET;
- NORTH 02 DEGREES 47 MINUTES 06 SECONDS WEST, A DISTANCE OF 144.00 FEET;
- NORTH 87 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 21.18 FEET;
- NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, A DISTANCE OF 121.40 FEET;
- NORTH 87 DEGREES 08 MINUTES 01 SECONDS EAST, A DISTANCE OF 103.62 FEET;
- SOUTH 75 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 72.67 FEET;
- SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST, A DISTANCE OF 89.99 FEET;
- NORTH 87 DEGREES 09 MINUTES 42 SECONDS EAST, A DISTANCE OF 129.46 FEET TO A POINT IN THE WESTERLY LINE OF SAID 22.1088 ACRES, COMMON WITH THE EASTERLY LINE OF SAID 154.6 ACRES.
- THENCE, SOUTH 02 DEGREES 50 MINUTES 18 SECONDS EAST, WITH SAID COMMON LINE, A DISTANCE OF 613.45 FEET TO THE POINT OF BEGINNING, CONTAINING 15.658 ACRES (682,062 SQUARE FEET) OF LAND IN BRAZORIA COUNTY, TEXAS.

THIS DESCRIPTION DESCRIBES AN AREA AS DEFINED IN THE FIELD BY THE CLIENT'S REPRESENTATIVE. IT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING AND ZONING COMMISSION. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WINDROSE GREEN SECTION SIX

BEING 15.658± ACRES OF LAND OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

CONTAINING 78 LOTS (45' X 120' TYP.) AND ONE RESERVE IN THREE BLOCKS.

OWNER:
EMPTOR ANGLETON, LLC
ENGINEER/SURVEYOR:
QUIDDITY
2322 W GRAND PARKWAY NORTH, SUITE 150
KATY, TEXAS, 77449, UNITES STATES
(832) 913-4000
TEXAS FIRM REGISTRATION #F-23290

PLANNER:
META
PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'

0 100 200

AUGUST 30, 2024 PAGE: 2 OF 2 META-56002



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 8/2/2024

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: South of FM 523 North Loop, West of E Mulberry Street, North of E Henderson Road, East of SH 288.

Name of Applicant: Ripley Woodard Phone: 281-204-8968

Name of Company: META Planning + Design Phone: (281) 810-1422

E-mail: rwoodard@meta.com

Name of Owner of Property: Emptor Angleton, LLC

Address: 9950 Westpark Drive #285, Houston, Texas, 77063

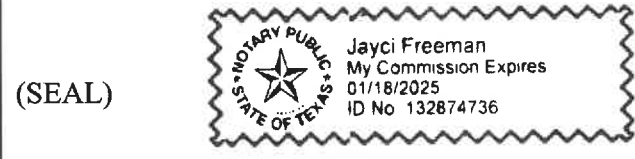
Phone: 281-810-7228 E-mail: rwoodard@meta-pd.com

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) *Ripley Woodard*

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 2 day of August, 2024.



J Freeman
Notary Public for the State of Texas
Commission Expires: 01/18/2025

PROJECT SUMMARY FORM

Address of property South of FM 523 North Loop, West of E Mulberry Street, North of E Henderson Road, East of SH 288.

The subject property fronts _____ feet on the _____ side of _____

Depth: _____ Area: 15.7 Acres: 683,892 square feet

INDICATE THE PURPOSE OF THE REQUESTED PLAT APPROVAL (BE SPECIFIC):

The purpose of the requested plat is to create 78 single family lots in three blocks.

Is this platting a requirement for obtaining a building permit? YES NO

INDICATE ADDITIONAL INFORMATION THAT WILL ASSIST WITH THE REVIEW OF THIS APPLICATION.

This development is subject to a Development Agreement between City of Angleton and Concourse (Ember) Development.

Name: Ripley Woodard

Date: 08-02-2024



DEVELOPER'S REPORT

JANUARY 31, 2024

HOMEBUILDING ACTIVITY

HOMES UNDER CONSTRUCTION	49
HOMES COMPLETED	63
SALES TO DATE	64
STARTS PACE (PER MONTH)	17

BUILDOUT SCHEDULE

SECTIONS	PRODUCT	TOTAL LOTS	HOMEBUILDERS	HOMES STARTED	STATUS	EST. DELIVERY DATE	EST. BUILDOUT DATE
SEC. 1	45' + 50'	148	Castlerock + KHov	94	Homebuilding	Complete	Nov. 2024
SEC. 2	45' + 50'	70	Castlerock + KHov	3	Homebuilding	Complete	Aug. 2025
SEC. 3	40'	122	Castlerock + Lennar	18	Homebuilding	Complete	Jul. 2025
SEC. 4	50'	65	TBD	-	Design	Dec. 2024	Aug. 2026
SEC. 5	45'+50'	67	TBD	-	Design	Dec. 2024	Jul. 2027
SEC. 6	45'	78	TBD	-	Future	Sep. 2026	Feb. 2029
SEC. 7	50'	56	TBD	-	Future	Jun. 2026	Dec. 2027
SEC. 8	45'	42	TBD	-	Future	Mar. 2028	Dec. 2029
EST. TOTAL		648					



AMENITIES

- Phase 2 Landscaping
 - FM 523 frontage – masonry wall and softscape
 - Section 3 – park and softscape
 - Minor entry off Henderson Rd.
- Preliminary layout of trail connection to Angleton High School

TREE PRESERVATION

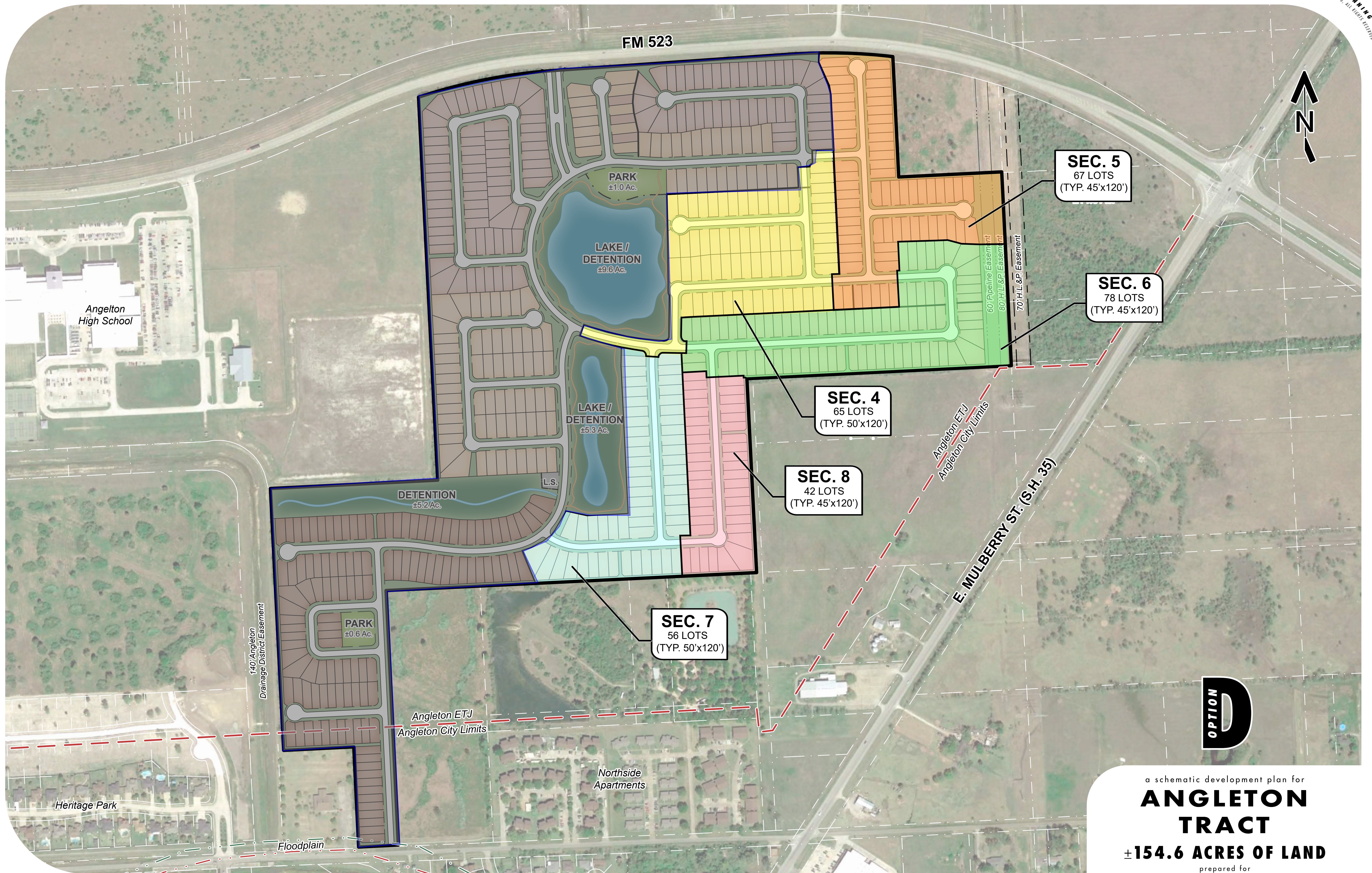
- True up of total required caliper inches to be completed with Phase 2 Landscaping

FREEDOM PARK DETENTION

- Coordinating punch list close out with contractor

WATER AND SEWER IMPACT FEES

- Section 1 – \$328,468.24 – paid from MUD receivables in Rancho Isabella WS&D Bond Issue No. 1
- Section 2 - \$155,356.60 – paid from MUD receivables in Rancho Isabella WS&D Bond Issue No. 1
- Section 3 - \$270, 764.36 – due April 13, 2024, or include in WS&D Bond Issue No. 2 (est. December 2024).
- Section 4 - \$144,259.70 – due July 25, 2026, or include in WS&D Bond Issue No. 2 (est. December 2024).
- Section 5 - \$148,698.46 – due August 22, 2026, or include in WS&D Bond Issue No. 2 (est. December 2024).



OPTION D

a schematic development plan for
ANGLETON TRACT
 ±154.6 ACRES OF LAND
 prepared for
CONCOURSE DEVELOPMENT



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-56002
 FEBRUARY 26, 2020

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANGLETON, TEXAS,
AND
CONCOURSE DEVELOPMENT, LLC

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Exhibit "B" City's Comprehensive Master Plan
Exhibit "C" Developer's General Plan
Exhibit "D" Major Thoroughfare Plan
Exhibit "E" Form of Memorandum of Agreement

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ANGLETON, TEXAS,
AND CONCOURSE DEVELOPMENT, LLC**

This Development Agreement (the "*Agreement*") is made and entered into effective as of MARCH 10, 2020, (the "*Effective Date*"), by THE CITY OF ANGLETON, TEXAS, a home rule municipality in Brazoria County, Texas, acting by and through its governing body (the "*City*"), and CONCOURSE DEVELOPMENT, LLC, a Texas limited liability company (the "*Developer*"). The City and the Developer are each referred to herein individually as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS:

A. Developer owns or is under contract to purchase approximately 154.582 acres of land described in Exhibit "A" (the "*Property*"), which land is located within the boundaries of Rancho Isabella Municipal Utility District (the "*District*"). The Developer desires to develop a high-quality master-planned community within the Property. The Developer asserts that the development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property.

B. The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

C. It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property.

D. The Developer intends to develop the Property in accordance with the General Plan, as may be amended from time to time as provided herein, as defined herein and attached to this Agreement as Exhibit "C".

E. Developer and City agree that, in addition to this Agreement, a utility services contract by and between the City and the District, and a strategic partnership agreement between the City and the District are needed and effective at the same time as this Agreement.

F. The City is authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code. The City and Developer are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE:

AGREEMENT

For and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

**ARTICLE I.
PRELIMINARY MATTERS**

Section 1.1: Recitals. The recitals contained above are true and correct and are hereby incorporated fully herein for all purposes. To the extent the matters contained therein are within the Developer's control, the Developer further acknowledges and agrees that the recitals in the Strategic Partnership Agreement and the Utility Contract are true and correct and are hereby incorporated fully herein for all purposes.

Section 1.2: Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

ADD means the Angleton Drainage District, or its successor agencies.

City means the City of Angleton, Texas.

City Building Code means the current International Building Code approved by the City and promulgated by the International Code Council, including any amendments, deletions, or additions thereto, whether now or in the future, and as may be updated from time to time.

City Code means the Code of Ordinances of the City of Angleton.

City Council means the governing body of the City or any successor governing body.

Comprehensive Plan means the current Comprehensive Master Plan adopted by the City dated September 25, 2005, which is attached hereto as Exhibit "B".

County means Brazoria County, Texas.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

Developer means Concourse Development, LLC or a subsidiary or related entity thereof, as well as any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 9.04 herein.

Development Ordinance means the City Ordinance No. 12-11-2018, Chapter 23, of the Angleton Code of Ordinances (which is the City Land Development Code and Angleton Construction Manual), Chapter 28 of the Angleton Code of Ordinances (to the extent, if at all,

applicable to the Property), and Section 21.5 of the City Code (which regulates signs), copies of which have been made available to the Developer and is incorporated by reference into this Agreement for all intents and purposes as if attached hereto as an exhibit, but not including (i) any future amendments or changes thereto, except future amendments or changes exempted from Chapter 245, Local Government Code by Section 245.004, Local Government Code, or (ii) the City's ordinances relating to the development of property, as hereinafter defined, unless otherwise approved by the Developer in writing.

District means Rancho Isabella Municipal Utility District, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code and any successor.

District Facilities or *Facilities* means those water, sanitary sewer and storm drainage facilities described in Section 3.4 of this Agreement, as well as road and recreational facilities, that are necessary or desirable to serve the Property, but shall not include any facility extensions, modifications or oversizing necessary to provide service to land outside of the Property, including oversized facilities funded in whole or in part by the City or other persons.

End-Buyer means any owner, tenant, user or occupant of any lot or tract, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

Equivalent Single-Family Connection or *ESFC* means that daily measure of Water and Wastewater that is attributed to one Single-Family Residential Unit served by a 5/8-inch or 3/4 inch water meter or 4-inch sewer service lateral, which is deemed to be 300 gpd of Water capacity and 255 gpd of wastewater treatment capacity.

General Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit "C", as it may be revised from time to time in accordance with this Agreement.

Home Owners Association (HOA) means an association created by the Developer and responsible for land within the Property.

Limited Purpose Annexation means an annexation for limited purposes as defined in the Texas Local Government Code.

Major Thoroughfare Plan means that certain Major Thoroughfare Plan adopted by the City on July 21, 2014, a copy of which is attached to this Agreement as Exhibit "D", but **not** including any future amendments or changes.

Operative Agreements means this Agreement, the Strategic Partnership Agreement, and the Utility Agreement.

Party means either the City or the Developer, as the context dictates; *Parties* means both the City and the Developer, collectively.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning Commission of the City.

Property means the real property described in Exhibit A.

Road Facilities means those roads and facilities and improvements in aid thereof and roads described by Article III, Section 52 of the Texas Constitution and/or Water Code §54.234(b), including land, street lighting, signalization, directional and traffic signs, and landscaping located within the road rights-of-way.

Road Powers means the ability to finance Road Facilities, whether granted through the TCEQ or through special act of the Texas Legislature.

Strategic Partnership Agreement means that certain strategic partnership agreement between the City and the District dated as of the Effective Date.

Substantial Development Activities means the subdivision of the Property or any portion thereof with the intent to sell to an End-Buyer, and includes, but is not limited to any platting or construction of water, sewer, drainage, recreational facilities, or roads.

TCEQ means the Texas Commission on Environmental Quality and its successors.

TCEQ Rules means Title 30, Chapter 293 of the Texas Administrative Code, and any related regulations and regulatory guidance documents, all as may be amended from time to time.

Utility Agreement means that certain Water Supply and Wastewater Services Contract adopted and approved contemporaneously with this Agreement.

Section 1.3: Exhibits. The Exhibits attached to this Agreement, or ordinances and other publicly available documents incorporated by reference into this Agreement, are a part of this Agreement as though fully incorporated herein.

Section 1.4: Conditions Precedent to City's Obligations. The City's obligations under this Agreement are subject to the following condition precedents:

- (a) A preliminary plat for the initial section of development within the Service Area has been submitted within thirty months (30) months of the Effective Date;
- (b) Trenching for underground wet utilities in the initial phase of development within the Service Area begins within forty-eight (48) months of the Effective Date;
- (c) The Developer is not in default of this Agreement;
- (d) The Developer fully cooperates with the City and the District to exclude land located within the District and the City and encourages the District to exclude the land;

(e) The City receives written documentation from the Developer that the following conditions have been satisfied: (i) the Developer has closed the purchase of all of the Property and holds fee simple title to all of the Property; and (ii) the Developer has submitted a petition requesting the de-annexation by the City of the portion of the Property located within the City's corporate limits no later than ninety (90) days after closing on the property and such other additional or alternative documentation required by the City's City Attorney to de-annex the land in accordance with this Utility Contract.

Section 1.5: Strategic Partnership Agreement. Developer, although not a party to the Strategic Partnership Agreement, agrees and accepts the terms and provisions of same. This approval shall be irrevocable and coupled with an interest and binding upon successors to the Developer, including the contemplated end users.

Section 1.6: Professional Fees. As a condition to presentation of the Operative Agreements to the City's city council, Developer shall reimburse City for expenses incurred by City relating to the Property since August 1, 2019, and has paid to the City the sum of Ten Thousand Dollars (\$10,000.00) in accordance with City Code, Chapter 30. If either the city council fails to approve the Operative Agreements, or the Operative Agreements are cancelled in accordance with their respective terms and conditions, the City shall refund to Developer the balance of the payment, less professional fees incurred by the City relating to the Operative Agreements as of the date of such action. As set out in City Code, Chapter 30, the City reserves the right to require, from time to time, the Developer to deposit additional funds, as deemed necessary by the City Manager, for the continued expenses incurred by the City in relation to the Operative Agreements. As demands for additional deposit may be made by the City acting by and through its manager, Developer shall pay the additional sum requested within thirty days of the date that the demand is mailed to the Developer at the address for notices stated in this Agreement, as that address may be changed from time to time. The City shall provide the Developer with invoices and other appropriate documentation to support the City's professional fee expenses that are charged against the funds provided by the Developer pursuant to this Section 1.5; provided, however, the City may redact information in bills for legal services that reveal any confidences or secrets of the City.

Section 1.7: Traffic. As soon as practical after the Effective Date, but prior to final plat approval by the City, the Developer shall submit, for review and approval, a Traffic Impact Analysis ("TIA"):

- (a) To TXDOT for FM 523, with a copy to the City; and
- (b) To the City for Henderson Road.

Subject to the City's adoption of an Ordinance consenting to the District's acquisition of Road Powers, Developer agrees to install all roughly proportional improvements warranted by the TIA, including, but not limited to traffic signals, traffic signs, and turn lanes. Notwithstanding any other

City codes, ordinances or other regulations, the TIA's required by this Section 1.6 are the only TIA required by the City.

ARTICLE II GENERAL PLAN AND PLATTING

Section 2.1: Introduction. The Property is to be developed, in phases, as a master planned community consisting primarily of residential development. The land uses within the Property shall be typical of a residential development with one or more of the following: attached and detached single-family and multi-family residential, commercial, and designated open space. Developer represents and warrants and covenants to the City that the Property will be developed with the following features and provisions:

- Entry features with community signage and landscaping off of FM 523;
- Landscaping in medians, which shall be owned and maintained by the District or a HOA; provided, however, if owned by the District, the District shall enter into a binding written contract with the HOA obligating the HOA to maintain, at its cost, such facilities, providing the District the right to cure any failure to maintain by the HOA and charge the cost of same back to the HOA, and providing that the obligations of said agreement shall survive the annexation and dissolution of the District by the City, in which event the City shall succeed to the District's rights thereunder.
- Community park, playground, and usable open spaces, which shall be owned and maintained by the District or a HOA; provided, however, if owned by the District, the District shall enter into a binding written contract with the HOA obligating the HOA to maintain, at its cost, such facilities, providing the District the right to cure any failure to maintain by the HOA and charge the cost of same back to the HOA, and providing that the obligations of said agreement shall survive the annexation and dissolution of the District by the City, in which event the City shall succeed to the District's rights thereunder.
- Sidewalks and/or walking trails shall be adjacent to certain streets, detention ponds, and other common usable common open spaces as per the Developer's sidewalk plan, which plan will be submitted to the City for review, and the City or Angleton Independent School District, at their respective cost and expense, may connect to trails/pedestrian walkways within the development to create a regional trail/pedestrian system.
- An HOA will be responsible for the utility bill related to street lighting within the subdivision.
- Interior utilities, including electric, phone, and cable, will be underground; provided, however, certain major transmission and perimeter electric, perimeter phone, and perimeter cable utilities may be overhead. The Developer shall submit to the City for

review and comment an electrical distribution facilities plan, which shall indicate all overhead and underground electrical distribution facilities.

- A HOA or developer that will publish and enforce deed restrictions and architectural guidelines for home construction and manage all common spaces, streetscape, screening walls, aesthetic elements of detention ponds, and, if and to the extent not maintained by the District, community trails and recreation/park areas, subject to City Attorney review for form. Such deed restrictions shall include a requirement that at least one tree, expected to have a canopy of greater of fifteen feet at maturity, will be planted in the front yard of each residential lot concurrent with construction of the initial home on the lot. At the time of planting, the tree shall be of a minimum of two inches caliper measured twelve inches above soil level and seven feet in height, and shall be placed at least 4 feet from utility lines, screening walls, or other structures. The Developer shall cause the HOA deed restrictions to contain a provision that, if the District does not operate and maintain any of the common-area spaces/open areas, such as detention ponds, the HOA shall maintain such areas, and, if the HOA fails to operate and maintain such areas, the City has the option, but not the obligation, to assume the maintenance, and, should the City assume the maintenance, the City will have the right to impose and collect a fee on the HOA, or upon each lot, to recover the City's costs.
- A screening wall of at least six feet in height will be erected along FM 523 and along both sides of the main entry feature off FM 523 comprised of one or more of the following: decorative masonry materials that shall include traditional or faux brick, brick columns with an enhanced wood fence in between the columns, Fencecrete (or comparable precast concrete product), decorative stone (real or faux), decorative metals, trees and irrigated landscaping. High visibility open areas along collector streets and other open space shall also include landscaping, trees, and other streetscape elements.
- The Developer and development shall reserve unto itself the ability to develop multiple single-family residential products, provided all lots shall have a minimum width of 40-feet at the building line, a minimum length of 115 feet, and a minimum area of 4,600 square feet;

Section 2.2: General Plan and Amendments. The City and the Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The Parties acknowledge and agree that the General Plan will be revised and refined by the Developer as the Developer continues its investigation and planning for the Property and prepares a feasible and detailed plan for development of the Property. In no case shall the General Plan be revised or refined, without the written approval of the City, to contradict any of the requirements of this Agreement or subsequently approved variances. No revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either the Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the Development Ordinance as well as the City's Comprehensive Plan. The City reserves the right to notify Developer of inconsistencies with the Development Ordinance as well as the City's Comprehensive Plan, upon Developer's finalizing its detailed plan,

and the Parties endeavor to resolve such inconsistencies in a mutually agreeable manner. If the City acquires the ability to zone the Property, it will zone the Property in a manner that permits development consistent with the General Plan and any revision or refinement thereto approved by the City and Developer.

Except as may be otherwise provided pursuant to Section 2.3 hereof and the variances granted therein, a landscaping plan, and revisions resulting in material deviations thereto, shall be submitted to and approved by City for the entrances, parkland, and detention area.

Section 2.3: Platting.

(a) A Preliminary Plat for the first phase of development of the Property may not be filed until all agreements between the City and Developer have been executed. Thereafter, the Preliminary Plat, and all subsequent plats, are subject only to the Development Ordinance in effect as of the date hereof, provided, however, any plats filed after ten (10) years from the Effective Date shall be governed by the Development Ordinance in effect at the time the plats are filed

(b) The Developer shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the Planning Commission in accordance with those requirements and procedures and planning standards of the Development Ordinance and any applicable variances thereto set forth herein or otherwise. A tract designated as an "unrestricted reserve" shall require re-platting at the time of the future development of such tract if subdivided into residential lots or multi-family uses in accordance with the Development Ordinance. So long as the plat meets the requirements of (1) the Development Ordinance; (2) the variances set forth in Section 3.08 or other variances that the City may approve from time to time; and (3) this Agreement (including any amendments or updated provisions of the Development Ordinance specifically allowed herein), the City shall approve the plat.

The following variances are approved by the City:

- (i) Angleton Code of Ordinances, Section 21.5-6(a)(4) Subdivision Signage – Entrance Signs a.1.

Notwithstanding the number of developers or homebuilders active within the Property, a temporary sign not to exceed 96 square feet in size may be placed at each entrance to the subdivision.

- (ii) Angleton Code of Ordinances, Section 21.5-6(a)(4) Subdivision Signage – Entrance Signs a.2.

Temporary signage at subdivision entrances may remain in place until initial home sales are complete.

- (iii) Angleton Code of Ordinances, Section 21.5-6(a)(4) Subdivision Signage – Permanent Identification Signs c.1.

The permanent identification sign located along FM 523 shall not exceed 96 square feet on each side, and the permanent identification sign located along Henderson Road shall not exceed 48 square feet on each side.

- (iv) Angleton Code of Ordinances, Section 23-11 Lots and Blocks (I) (labeled 24-11(I));

The second point of access for the Property may be a temporary entrance until a permanent second point of access is established. The second point of access must be operational before sixty (60% of the houses are permitted.

- (v) Angleton Code of Ordinances, Section 23-12 Streets and Driveways (B):

Except for the boulevard entry street, which shall be classified as a minor collector (70 right-of-way) from FM 523 to the recreational center as shown on the General Plan, all internal streets within the Property will be classified by the City as local streets.

- (vi) Angleton Code of Ordinances, Section 23-12 Streets and Driveways (G)(1)(e):

All cul-de-sac streets shall have a turnaround, with a surface diameter of no less than 85 feet and a right-of-way diameter of no less than 100 feet.

- (vii) Angleton Code of Ordinances, Section 23-12 Streets and Driveways (G)(2)(b):

Turnarounds are required for partial streets or half streets only if they exceed 150 feet in length.

- (viii) Angleton Code of Ordinances, Section 23-12 Streets and Driveways (K)(3):

Laydown curbs shall be permitted at the front of lots. All other curbs shall be 6 inches.

- (ix) Angleton Code of Ordinances, Section 23-14 Sidewalks and Accessibility (A)(1)(a) and (b):

For non-fronted local streets, a sidewalk of 8 foot width may be constructed on one side of the street or sidewalks of 5 foot width (each) may be constructed on both sides of the street.

- (x) Angleton Code of Ordinances, Section 23-14 Sidewalks and Accessibility (A)(2)(b) and (c):

Residential sidewalks shall have a minimum width of 4 feet adjacent to single family residences and 5 feet in common areas, and may be located five feet (5') back of curb.

- (xi) Angleton Code of Ordinances, Section 23-15 Drainage and Utilities (I)(3):

All residential section electric utility service shall be installed underground. Three phase or primary electrical service may be overhead.

- (xii) Angleton Code of Ordinances, Section 23-15 Drainage and Utilities (I)(6):

The requirements of this subsection are subject to the requirements of Texas-New Mexico Power.

- (xiii) Angleton Code of Ordinances, Section 23-25 Traffic Impact Analysis:

Any required TIA must be submitted prior to the City approving construction plans; provided, however, final TxDOT approval not required prior to issuance of notice to proceed on construction contracts once City has approved plans.

- (xiv) Angleton Code of Ordinances, Section 23-20 Parkland and Dedication Requirements (D)(6):

The open space and recreational facilities to be provided as shown in the General Plan attached to the Development Agreement between the City and Developer satisfy the requirements for the dedication of a site, or sites, to the public for parkland.

- (xv) Angleton Code of Ordinances, Section 23-95 Final Plats (G)(3):

Block and lot numbers within each section of development shall run consecutively throughout the entire section.

- (xvi) Angleton Code of Ordinances, Section 23-98 Public Improvements Acceptance A.1.a:

The first phase final plat recordation can proceed notwithstanding deferral of park improvements in accordance with typical construction processes.

- (xvii) Angleton Code of Ordinances, Section 28-47 Single Family Residential (d)(1):

Minimum lot area: 4,600 square feet.

Minimum lot width: 40 feet.

Minimum lot depth: 115 feet.

- (xviii) Angleton Code of Ordinances, Section 28-47 Single Family Residential (d)(2):

Minimum side yard: 10 feet for a corner lot on a street; 10 feet for a key corner lot.

Minimum rear yard: 15 feet for the main building and any accessory building(s).

- (xix) Angleton Code of Ordinances, Section 28-47 Single Family Residential District (d)(3):

Single-family dwelling unit: A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line; provided, however, that the minimum length for a lot on a cul de sac will be 20 feet as measured from the street right-of-way line.

Section 2.4: Amended Consent Ordinance. The City agrees that immediately upon the effective date of this Agreement, the City shall take the procedural steps required to amend Ordinance No. 832 (the "Consent Ordinance") to allow the District to provide recreational facilities and Road Facilities, such amended ordinance shall be in the form attached as Exhibit "B" to the Strategic Partnership Agreement. Upon passage of the amended Consent Ordinance in substantially the form attached as Exhibit "B" to the Strategic Partnership Agreement, the amended consent ordinance shall be incorporated by reference into this Agreement as if attached as an exhibit.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.1: Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within the Property.

(b) By the terms of this Agreement, the City and the Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements and ability to respond to changing market conditions throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan, circulation and traffic patterns, a parks and recreation plan, subdivision regulations, public improvement regulations, private improvement regulations, and annexation restrictions. The City and the Developer agree that (i) in the event of any City ordinance heretofore or hereafter effective or adopted, that is in conflict with this Agreement, then this Agreement prevails over such ordinance or regulation unless approved by the Developer in writing to waive this provision, except for the Development Ordinance to the extent expressed in this Agreement, the Sign Ordinance (defined below), and that the provisions of this Agreement otherwise govern development of the Property, and (ii) the General Plan shall control in the case of any conflict between it and any Development Ordinance.

Section 3.2: Density. The parties agree that development of the Property shall be in accordance with the General Plan and the requirements of this Agreement. The number of single-family residential housing units within the Property shall not exceed 660 units, provided, however, no lot shall be less than the minimum lot dimensions or areas specified in section 2.1, above, and the number of multi-family structures shall be negotiated with the city at a later date; provided, however, to allow the Developer a certain amount of flexibility to respond to market conditions, any quantity of this Section 3.2 may be increased to a different quantity than specified, subject to prior written notice by the Developer to the City, so long as such variance does not exceed the quantity set forth herein by more than 10%. Under no conditions shall the water and wastewater demand within the Property exceed a total of 660 Equivalent Single Family Connection or ESFC, as those terms are defined in the Utility Agreement. The Developer agrees to restrict the residential portion of the Property to site-built homes as opposed to importation of completed manufactured housing. Pre-fabricated (panelized) type housing that is constructed on site on conventional slabs will be allowed. The Developer may develop commercial property without any limitation on the maximum amount of commercial acreage, subject to the right of the City to annex for limited purposes such commercial property in accordance with the Strategic Partnership Agreement.

Section 3.3: Lot Size. The Parties agree that single family residential lots will be at least 4,600 square feet with a minimum forty foot (40') width requirement and the other dimensions and area stated in section 2.1, above.

Section 3.4: Water/Wastewater/Drainage Services to the Property. The plan for water supply, storage, and distribution system and wastewater collection and treatment system and stormwater control and drainage system to serve the Property shall be developed in accordance with the Utility Agreement, General Plan and the master drainage requirements of ADD. The Developer will make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the City, ADD and the District. The City will provide public water supply and wastewater treatment capacity to serve the Property in accordance with the Utility Agreement. The Developer will cause the construction of the District Facilities to serve the Property in accordance with the

Strategic Partnership Agreement and the Utility Agreement. The Developer may enter into one or more reimbursement agreements with the District and/or ADD to seek reimbursement for the costs of the water, wastewater, and stormwater facilities referenced in this Section 3.4, as well as, to the extent allowed by law, Road Facilities and recreational facilities.

Section 3.5: Construction Standards for the District Facilities.

(a) The Developer shall provide the District Facilities according to the General Plan, and, as applicable, Brazoria County's major thoroughfare plan and the Major Thoroughfare Plan for the Property at Developer's sole cost; provided, however, the Developer (i) may receive reimbursement of all eligible costs of the District Facilities from the District or ADD, as applicable, and (ii) subject to the terms and conditions of this Agreement and except for those that are the responsibility of ADD. The Developer shall require all contractors to provide payment and/or performance bonds in favor of or assignable to the District, ADD, or the City, as applicable, based upon the party that will ultimately accept and maintain such public improvements. The City shall have the right to review and approve the plans and specifications for the Facilities, subject to the following terms. The Developer must comply with state procurement laws for all such public improvements. The Developer shall design and prepare plans and specifications for the District Facilities, as needed. Upon completion of such plans and specifications, the Developer will make available the plans and specifications to the City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall have thirty (30) days to review the plans and specifications and submit written comments to the Developer. If the City does not submit written comments within this thirty (30) day period, the plans and specifications shall be deemed approved. If the Developer receives written comments from the City within this thirty (30) day period, the plans and specifications shall be deemed approved as long as the Developer complies with such written comments. The Developer shall furnish proof of compliance with such comments to the City and final approved plans. The City shall have the right to inspect (and shall attempt to coordinate with any inspections performed by Brazoria County or the TCEQ) and approve the construction of the Facilities, which approval will not be unreasonably withheld, conditioned or delayed. The Developer shall require the applicable engineer to provide notice to City prior to any Brazoria County or TCEQ inspections.

(b) During the term of this Agreement and subject to Section 2.3 hereof, the City may modify, supplement or amend the standards contained in the Development Ordinance for the design and construction of public improvements to make them consistent with generally accepted standards of other local governmental entities; provided, however, such modifications, supplements or amendments shall not apply to plans that have previously been submitted to the City.

Section 3.6: Private Improvements/Inspections.

(a) All houses and buildings and other private improvements within the Property shall be constructed in accordance with the City Building Code. Houses and buildings and other single-family private improvements within the Property will be inspected by the City or a third party inspector engaged by City, who will perform all inspections on such houses and buildings. When such inspections are complete, the third party inspector shall file inspection reports with the City.

The City acknowledges that placements of initial housing within the boundaries of the District will be necessary for the purposes of holding an election, and agrees this subsection shall not be construed to apply to the placement of such initial housing within the District for such purposes nor shall any other regulation of the City apply to prevent the placement thereof.

(b) The Developer and its respective grantees shall be obligated to apply for and obtain customer service inspections of all private plumbing improvements in the Property, and shall be obligated to pay any and all applicable City fees and charges for such inspection at the City's then-current rate.

(c) With respect to commercial private improvements within the Property, the Developer and its respective grantees shall be obligated to apply for and obtain construction permits and inspections from the City to the extent same would be required of other commercial private improvements in the City, and the Developer and its respective grantees shall be required to pay any and all applicable City fees and charges for such applications, permits and inspections at the City's then-current rate.

Section 3.7: Liability of End Buyer. End Buyers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot.

Section 3.8: Signs. Except as may be otherwise agreed through the granting of a variance pursuant to Section 2.3 hereof, all signs within the Property shall be designed and constructed in accordance with the City's Code of Ordinances, Chapter 21.5, as amended (the "*Sign Ordinance*"), a copy of which has been made available to the Developer and incorporated into this Agreement as if attached to this Agreement. Notwithstanding the foregoing, the Developer shall be permitted to install signs on the Property in the sizes specified in Section 2.3 hereof to advertise for the development contemplated herein. The City shall have the right to approve the location of the signs within the Property; provided, the City acknowledges that it is the Developer's intention that the signs be visible from FM 523 and/or Henderson Road. Developer shall keep the signs in good repair and, if Developer fails to do so, City may remove the signs. Developer shall remove the signs after 95% of the structures have been constructed, and, should the Developer fail to do so, City may remove the signs.

ARTICLE IV PROVISIONS FOR THE PROPERTY

Section 4.1: Utility Agreement. The Developer acknowledges that the City and the District have entered into Utility Agreement setting forth certain general terms relating to the development of the water and wastewater facilities to serve the Property.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.1: Notice to Designated Mortgagee. Pursuant to Section 5.3, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 5.2: Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.3 and Article VII.

Section 5.3: Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement given and executed by the Developer encumbering the Property or any portion thereof, the Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (ii) may change the Developer's address for notice pursuant to Section 9.5 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular material provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be materially affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the

terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.1: Vested Rights. Upon the mutual execution of this Agreement, the City and Developer agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date.

Section 6.2: Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the “Act”) or other state law, that the City’s execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a “Taking” of Developer’s, or their respective grantee’s, or a grantee’s Successor’s “Private Real Property,” as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and its grantees and successors do not waive their rights to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.3: Developer’s Right to Continue Development. The City and the Developer hereby acknowledge and agree that, subject to Section 9.6 of this Agreement, the Developer may sell all or a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of the Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer’s default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.4 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.1: Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the General Plan. The parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would

frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. By way of example, but not limited to the following, a major deviation from the material terms of this Agreement and General Plan would be:

1. An increase in the density beyond that which is allowed by this Agreement or a fundamental change in the roadway configurations;
2. Developer's failure to develop the Property in compliance with the approved General Plan, as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the General Plan;
3. Failure of either Party to substantially comply with a provision of this Agreement.
4. An attempt by the Developer to add additional property to the District without the City's consent or to incorporate any portion of the Property;
5. An attempt by the Developer to modify or amend the General Plan except as permitted by this Agreement or otherwise agreed by the City; or
6. Any warranty, representation or statement made or furnished to City by or on behalf of Developer under this Agreement which was false or misleading in any material respect, either now or at the time made or furnished, and Developer fails to cure same within thirty (30) days after written notice from City describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Developer fails to provide written notice to City of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Developer learns of its false or misleading nature.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement;
2. Imposition by the City of a requirement that the Developer, the Developer's grantee, or a grantee's successor apply for or obtain from the City any permit or construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, inspection for which a variance is granted by this Agreement, other than the variances as set forth herein;

3. Any warranty, representation or statement made or furnished to Developer by or on behalf of City under this Agreement which was false or misleading in any material respect, either now or at the time made or furnished, and City fails to cure same within thirty (30) days after written notice from Developer describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if City fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if City learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the City fails to provide written notice to Developer of the false and misleading nature of such warranty, representation or statement within ten (10) days after the City learns of its false or misleading nature;

4. An attempt by the City to annex and dissolve, in whole or in part, the District without complying with the conditions set forth in the Strategic Partnership Agreement;

5. An attempt by the City to enforce any City ordinance or City code within the Property that is inconsistent with the terms and conditions of this Agreement;

6. An attempt by the City to modify or amend the General Plan except as permitted by this Agreement;

7. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the Development Ordinance and requirements of this Agreement; or

8. An attempt by the City to zone the Property in a manner that does not permit development consistent with the General Plan.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.2: Notice of Developer's Default.

(a) The City shall notify the Developer and each Designated Mortgagee in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or

will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested within a reasonable time period, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then, after providing notice and an opportunity to cure as provided herein, the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.3: Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to the Developer, if requested within a reasonable time period, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer, after providing notice and an opportunity to cure as provided herein, may take any appropriate action to enforce this agreement at law or in equity.

Section 7.4: Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement, the City may, subject to the provisions of Section 7.2, file suit in a competent jurisdiction in Brazoria County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer).

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, the Developer may, subject to the provisions of Section 7.3, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.1: Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns. In addition to the City and the Developer, Designated Mortgagees, and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the portion of the land comprising the Property now owned or acquired in the future by the Developer and shall be binding on all future Developers and other landowners, other than End-Buyers. In accordance with Section 9.13 hereof, the City may record a Memorandum of this Agreement in the deed records of Brazoria County, Texas, whereupon this Agreement shall be binding upon the Parties hereto and their successors and assigns permitted by this Agreement and upon the portion of the Property now owned or in the future acquired by the Developer; however, this Agreement is not binding on, and does not create any encumbrance to title as to any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot or tract.

Section 8.2: Term. This Agreement will not become effective and binding upon the City, even if signed by the City, unless and until the City receives written documentation from the Developer that both of the following conditions have been satisfied: (i) the Developer has closed the purchase of all of the Property and holds fee simple title to all of the Property; and (ii) the District has excluded the all property within its boundaries except for the Property. If both of these conditions are not satisfied, the City may cancel or terminate this Agreement without liability to the Developer or District. If the conditions required for this Agreement to become effective occur, this Agreement shall remain in effect until the earlier to occur of (i) the annexation and dissolution of the District by the City, or (ii) the expiration of thirty (30) years from the Effective Date; provided that: (i) the City shall continue to own the Water and Wastewater Facilities accepted by the City prior to the expiration of the term of this Agreement, and (ii) in the event this Agreement is terminated by virtue of the annexation and dissolution of the District by the City prior to the

expiration of thirty (30) years from the Effective Date, the provisions of Articles II, III and VI hereof shall survive until the expiration of thirty (30) years from the Effective Date and may be enforced in accordance with Article VII hereof. .

Section 8.3: Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the real property records of each county in which any part of the Property is located, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. Notwithstanding anything above, if the Developer has not filed a preliminary plat within thirty (30) months and commenced trenching for underground wet utilities for the first section of the development of the Property within forty-eight (48) months from the Effective Date, then the City at its sole authority may declare this Agreement and the other Operative Agreements terminated and file the appropriate documents referencing such as shown above. Additionally, in the event the Developer has not notified the City of the actual number of equivalent single family connections of water and wastewater capacity it requires for full build out of the District Property within seven (7) years of the Effective Date of this Agreement, the City may reallocate capacity in accordance with Section 2.2(d) of the Utility Contract between the District and the City. Further, notwithstanding anything to the contrary contained in Section 2.2(c) of the Utility Contract, in the event or trenching for underground wet utilities has not started with the District Property within sixty (60) months of the Effective Date of this Agreement, the City may adjust the cost of the Capital Acquisition Fees for capacity provided thereunder.

Section 8.4: Assignment or Sale by Developer. Any person who acquires all or any portion of the Property now owned by the Developer or acquired by the Developer in the future, except for an End-Buyer whose liability is defined in Section 3.7 above, shall take said portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.1 above; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City and any Designated Mortgagee within thirty (30) days. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee. Further, the Developer may, without the necessity of any further approval from the City, assign this Agreement or the Developer's right, title, interest and obligations herein to a joint venture vehicle, joint venturer, or related entity, but the Developer shall notify the City in writing within thirty (30) days of any such assignment.

Section 8.5: Amendment. This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.1: Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of such Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

Section 9.2: Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Development Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Development Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy including acts of terrorism, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Development Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation or the water and sewer system hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party experiencing the difficulty.

Section 9.3: Law Governing; Venue; Authority for Actions.

(a) This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Brazoria County.

(b) The Parties hereto recognize and understand that disputes may occur or actions may be required under this Agreement and that this Agreement involves governmental entities and, with respect to the City, there can be no delegation to a third party individual or third party entity

of the duties and obligations of the Parties as herein provided. Thus, the Parties agree that actions of the City hereunder with respect to its duties and obligations may be submitted to the City Council for consideration and resolution, if and as required by the City's Code of Ordinances and City Charter. In such event, the City Council, after consideration and hearing, shall render a final decision thereunder, and the decision of the City Council shall be the final, binding, and conclusive action of the City with respect thereto.

Section 9.4: No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 9.5: Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the Party to be notified. For the purpose of Notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows.

If to the City, to:

City Manager
City of Angleton
121 Velasco Street
Angleton, Texas 77515

If to the Developer, to:

Mr. Jordan Mack
Concourse Companies, LLC
9950 Westpark Dr., Suite 285
Houston, Texas 77063

To the extent any notice effects or may affect the District, a copy shall be provided to the District, as follows.

If to the District, to:

Mr. Daniel Ringold
 Schwartz, Page & Harding, LLP
 1300 Post Oak Blvd., Suite 1400
 Houston, Texas 77056

The Parties shall have the right from time-to-time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written Notice to the others.

Section 9.6: Assignability. Except as provided in Section 8.4 hereof or this Section 9.6, this Agreement may not be assigned by any Party except upon written consent of the other Party hereto; provided, however, the Developer may assign its right, title and interest in and to this Agreement to a subsequent purchaser of the Property (or a portion thereof), a joint venture, or a related entity, and the City and the District hereby evidence their consent thereto, but only if such entity expressly assumes the obligations of Developer hereunder. Any permitted assignment must be in writing, and the assignee must expressly assume the Developer's obligations under this Agreement. Any such assignment will be effective upon delivery of a copy of such assignment and assumption to the City. In the event Developer's interest in the Property are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to City that they are the successor in interest to the Property as a result of such foreclosure, and that there are no lawsuits pending concerning the Property, City shall consider the foreclosing party a successor in interest if the foreclosing party expressly assume the Developer's obligations under this Agreement.

Section 9.7: Merger and Modifications. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the other Operative Agreements embody the entire agreement between the Parties relative to the development of the Property. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties.

Section 9.8: Reservation of Rights. All rights, powers, privileges, and authority of the Parties are not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

Section 9.9: Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of any Party, with respect to the provisions hereof.

Section 9.10: Severability. The provisions of this Agreement are severable, and if any part of this Development Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 9.11: Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the Developer hereby verifies that the Developer does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 9.12: Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Developer represents and certifies that, at the time of execution of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Section 9.13: Memorandum of Agreement. Contemporaneously with the signing of this Agreement, the Parties agree to both sign a memorandum of agreement in the form attached as Exhibit "E" and that the City may file the memorandum of agreement in the real property records of Brazoria County. If Developer fails to sign a memorandum of agreement at the same time the Developer signs this Agreement, the Developer authorizes the City to file this Agreement in the public records of Brazoria County. Should the City cancel this Agreement as the result of the Developer's failure to timely pay the amounts due, the Developer authorizes City to file a memorandum of cancellation in the public records of Brazoria County.

Section 9.14: Binding upon successors and assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators. The terms of this Agreement are contractual and not mere recitals. The parties hereby affirmatively find, agree and determine that all of the recitations, matters, and facts set out in the recitals of this Agreement are true and correct and are incorporated in and are part of the entire Agreement between the parties.

Section 9.15: Multiple Counterparts. This Agreement may be executed in multiple original counterparts, and such counterparts, when taken together, shall have the full force and effect of an original, fully executed instrument.

Section 9.16: Time is of the Essence. Time is of the essence for purposes of this Agreement.

Section 9.17: Construction. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Development Agreement in multiple copies, each of equal dignity, to be effective as of the Effective Date.

CITY OF ANGLETON, TEXAS



[SEAL]

By: *Jason Perez*
Jason Perez, Mayor

ATTEST:

Frances Aguilar
Frances Aguilar, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

J. Grady Randle
J. Grady Randle,
Randle Law Office Ltd., L.L.P
City Attorney

CONCOURSE DEVELOPMENT, LLC, a
Texas limited liability company

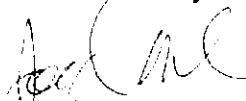
By: 
Name: Jordan Mack
Title: Manager

Exhibit "A"
[Legal Description of the Property]

Exhibit A Page 1 of 3 Pages

County: Brazoria
 Project: Angleton - Concourse
 C.I. No.: 1368-19 (Boundary Map Prepared)
 Job Number: 2019-229-020

METES AND BOUNDS DESCRIPTION
154.6 ACRES

Being a 154.6 acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 154.6 acre tract being a part of a called 271.431 acre tract of land (Tract III) recorded in the name of Paul O'Farrell, Trustee in File No. 921057 919 of the Deed Records of Brazoria County (D.R.B.C.), and being all of five 0.1653-acre tracts recorded in File No.s 02-008364, 02-008365, 02-008366, 02-008367, and 02-088368, all of the Official Public Records of Brazoria County (O.P.R.B.C.), same being all of Tracts 26, 31, 32, and 33, and part of Tracts 23-28, 30, and 37-39 of Oliver and Barrows Subdivision recorded in Volume 2, Page 97 of the D.R.B.C.; said 154.6 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 5/8-inch iron rod with cap stamped "Baker – Lawson" found at the northwest corner of a called 6.396 acre tract of land recorded in the name of Friends Community Church in File No. 2017042094 of the O.P.R.B.C., and being on the northerly line of said 217.431 acre tract and the southerly right-of-way line of FM 523 (Highway 35 Bypass, 200-foot wide);

1. Thence, with the westerly line of said 6.396 acre tract, South 02 degrees 47 minutes 06 seconds East, a distance of 601.49 feet to a 5/8-inch iron rod with cap stamped "Baker – Lawson" found at the southwest corner of said 6.396 acre tract;
2. Thence, with the southerly line of said 6.396 acre tract, North 87 degrees 08 minutes 01 seconds East, a distance of 514.45 feet to a 5/8-inch iron rod with cap stamped "Baker – Lawson" found at the southeast corner of said 6.396 acre tract;
3. Thence, across said 271.431 acre tract, South 02 degrees 50 minutes 18 seconds East, a distance of 967.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the southerly line of said 271.431 acre tract and the northerly line of a called 45.83 acre tract of land recorded in the name of Robert L. Jez, et al, in Document No. 2005010393 of the Official Records of Brazoria County (O.R.B.C.);
4. Thence, with said southerly line of the 271.431 acre tract and said northerly line of the 45.83 acre tract, South 87 degrees 10 minutes 48 seconds West, a distance of 1,320.20 feet to a 3/4-inch iron pipe found at an interior corner of said 271.431 acre tract and the northwest corner of said 45.83 acre tract;

Exhibit ^A Page 2 of 3 Pages

5. Thence, with an easterly line of said 271.431 acre tract and the westerly line of said 45.83 acre tract, South 02 degrees 51 minutes 47 seconds East, a distance of 968.60 feet to a 5/8-inch iron rod with cap stamped "Pinpoint RPLS 6068" found at an exterior corner of said 271.431 acre tract and the northeast corner of a called 7.56 acre tract of land recorded in the name of Titan Trails, LLC. in File No. 2013008639 of the O.P.R.B.C.;
6. Thence, with the southerly line of said 271.431 acre tract, the northerly line of said 7.46 acre tract, and the northerly line of a called 3.09 acre tract of land and a called 12.40 acre tract of land recorded in the name of Wesley Johnson in File No. 02 052985 of the O.P.R.B.C., South 87 degrees 12 minutes 46 seconds West, a distance of 1,350.00 feet to a 3/4-inch iron pipe found at an interior corner of said 271.431 acre tract, the northwest corner of said 12.40 acre tract, and the northeast corner of a called 14.571 acre tract of land recorded in the name of E. J. King, Sr. and Jackie M. King in File No. 2014054480 of the O.P.R.B.C. ;
7. Thence, with the northerly line of said 14.571 acre tract, South 87 degrees 15 minutes 57 seconds West, a distance of 499.89 feet to a 5/8-inch iron rod found at the northwest corner of said 14.571 acre tract;
8. Thence, with the westerly line of said 14.571 acre tract, South 02 degrees 45 minutes 27 seconds East, a distance of 1,271.10 feet to a 5/8-inch iron rod found on the northerly right-of-way line of Henderson Road (80-foot wide);
9. Thence, with said northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to a 1/2-inch iron rod found at the southeast corner of a called 4.0174 acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 288, Page 254 of the D.R.B.C. and being on a westerly line of aforesaid 271.431 acre tract;
10. Thence, with said westerly line of the 271.431 acre tract and the easterly line of said 4.0174 acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 271.431 acre tract and the northeast corner of said 4.0174 acre tract;
11. Thence, with a southerly line of said 271.431 acre tract and the northerly line of said 4.0174 acre tract, South 87 degrees 07 minutes 32 seconds West, a distance of 350.09 feet to a 1/2-inch iron rod found at an interior corner of said 271.413 acre tract and the northwest corner of said 4.0174 acre tract, being on the easterly line of a called 9.032 acre tract recorded in the name of Angleton Drainage District in Volume 329, Page 340 of the D.R.B.C.;
12. Thence, with said easterly line of the 9.032 acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,308.06 feet to a 5/8-inch iron rod found on the southerly line of a called 100.000 acre tract of land recorded in the name of Angleton Independent School District in File No. 2008002676 of the O.P.R.B.C.;

Exhibit ^A Page 3 of 3 Pages

13. Thence, with the southerly line of said 100.000 acre tract, North 87 degrees 08 minutes 55 seconds East, a distance of 835.05 feet to a 5/8-inch iron rod with cap stamped "Baker – Lawson" found at the southeast corner of said 100.000 acre tract;
14. Thence, with the easterly line of said 100.000 acre tract, North 02 degrees 51 minutes 48 seconds West, a distance of 1,913.08 feet to a 5/8-inch iron rod with cap stamped "Baker – Lawson" found at the northeast corner of said 100.00 acre tract, being on the northerly line of aforesaid 271.431 acre tract and the aforesaid southerly right-of-way line of FM 523;

Thence, with said northerly line of the 271.431 acre tract and said southerly right-of-way line of FM 523, the following three (3) courses:

15. 692.12 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 20 minutes 32 seconds, a radius of 2,764.93 feet and a chord that bears North 78 degrees 52 minutes 06 seconds East, a distance of 690.31 feet to a found TxDOT concrete monument;
16. North 86 degrees 02 minutes 22 seconds East, a distance of 1,177.92 feet, from which a found TxDOT concrete monument bears North 66 degrees 28 minutes 19 seconds East, a distance of 0.77 feet;
17. 513.63 feet along the arc of a curve to the right, said curve having a central angle of 10 degrees 38 minutes 37 seconds, a radius of 2,764.93 feet and a chord that bears South 88 degrees 38 minutes 20 seconds East, a distance of 512.89 feet to the **Point of Beginning** and containing 154.6 acres of land.

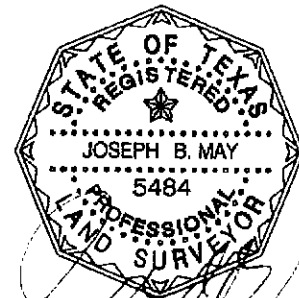


Exhibit "B"
[Comprehensive Plan]

Exhibit "E"
[Form of Memorandum of Agreement]

Exhibit "E"**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is executed this 10TH day of MARCH, 2020, by CITY OF ANGLETON (the "City") and CONCOURSE DEVELOPMENT, LLC ("Concourse" or "Developer").

WITNESSETH:

1. The City and Concourse have, effective as of March 10, 2020, entered into a Development Agreement (the "Agreement") for the development of the 154.582 acre, more or less, tract of land described on **Exhibit "A"** attached hereto (the "Tract"), which Agreement sets out certain rights and obligations of the City and the Developer, Concourse, including the following but not limited to:
 - a. Development requirements for the Tract;
 - b. Platting requirements and approved variances to the City's Development Ordinance applicable to the Tract;
 - c. Construction standards and plan approval processes applicable to construction of certain public and private facilities to serve the Tract;
 - d. Declarations of vested rights pursuant to applicable provisions of the Texas Local Government Code; and
 - e. Waiver of rights under the Private real Property Rights Preservation Act (Texas Government Code, Chapter 2007).

2. This Memorandum of Agreement is intended to act only as notice of the existence of the Agreement and its general terms.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement in multiple copies, each of equal dignity, to be effective as of the date stated above.

[SEAL]



CITY OF ANGLETON, TEXAS

By: Jason Perez
By: Jason Perez, Mayor

ATTEST:

Frances Aguilar
Frances Aguilar, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

J. Grady Randle
J. Grady Randle
Randle Law Office, Ltd., L.L.P.
City Attorney

CONCOURSE DEVELOPMENT, LLC,
a Texas limited liability company

By: Jordan Mack
Name: JORDAN MACK
Title: MANAGER

August 23, 2024

Development Administrator
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

Re: Windrose Green Section 6 Preliminary Plat

Please allow this correspondence to serve as my request to the City of Angleton waive the statutory 30-day period of time to review the above referenced project, thereby tabling the item until I provide additional information or clarification of issues before the Planning and Zoning Commission and City Council may act on the application. Without this waiver, this application would be denied.

Applicant hereby waives any rights that inure to this application by virtue of Texas Local Government Code Sec. 212.009, and hereby request that an extension of the review period be granted pursuant to the City of Angleton LDC. Further, I understand and acknowledge that my application is technically considered to be "incomplete" until I provide the City of Angleton LDC the additional information or clarifying details required to demonstrate compliance with the City of Angleton LDC and that until such time as that information is provided, this request shall remain "tabled and incomplete". This application shall remain "tabled and incomplete" for a period that shall not exceed 6-months from the date of this request, after which time this application shall expire; necessitating the refilling of the application as a new application.

Sincerely,

Jennifer Curtis
Senior Planner

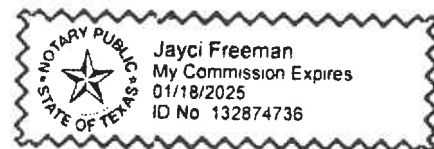
NOTARY:

Acknowledged, subscribed and sworn to before me this 23rd day of August, 2024 by Jennifer Curtis.

Witness my hand and official seal.

My commission expires: January 18, 2025

Notary Public



(Ord. No. 1-12-2018, § 1 (Exh. A), 12-11-2018)



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 5, 2024

PREPARED BY: Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 7.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for approval of a Preliminary Plat for Windrose Green Section 7 Subdivision. The subject property consists of 12.062 acres, 62 lots and two reserves within 3 blocks, is in the City of Angleton ETJ and is located on the south side of FM 523 approximately 2,500 feet west of the FM 523/SH 35 intersection.

Note that this Development, while in the ETJ is subject to the previously approved Strategic Partnership Agreement (SPA) executed by and between Rancho Isabella MUD on November 11, 2020 and the City of Angleton. The Development Agreement was executed with by the Developer, Concourse Development, LLC and the City of Angleton on March 10, 2020 which defined and restricted that the single family lots be a minimum of 40 ft. (40) wide in accordance with the attached General Plan.

PLANNING STAFF AND ENGINEERING COMMENTS:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced subdivision and offers the following comments:

Sheet 1 of 2

1. Verify and update plat note 17 for this section and what section is applicable for the detention of this section.
2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.
3. Update graphics to remove solid hatching on the lot details.
4. Verify and update the engineer of record.

5. Verify and update the surveyor of record.
6. Verify and update plat notes 14-15 to update the design professional(s).

Sheet 2 of 2

1. Verify and update land use for Reserve A to include "Drainage".
2. Update plat to include a street name(s).
3. Since Section 6 is only proposed and not platted, the lot numbers should be removed from the plat.
4. Show filing information for Sec. 1 & 3 on the plat. Show filing information for Sec. 4 & 5 once available.
5. Verify and update lot table to remove Lot 39 shown. There is no Lot 39 on the plat drawing.
6. Provide owner and filing information for adjacent lots/tracts.
7. Remove text shown above metes and bounds.
8. Recommend continuation of street name shown for Parks Edge Lane, taken from Section 4.
9. Show Topographic contours at one-foot intervals.
10. Remove bold from existing street name text (Typ.)
11. Provide a corner tie to the original abstract survey.
12. Verify and update spelling to be "Costello" in the metes and bounds.
13. Label point of beginning on the plat drawing in relation to the metes and bounds description.
14. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector, etc).
15. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

The applicant submitted the responses to the above comments on August 30, 2024. However, the above comments have not been cleared by the City Engineer and Staff prior to Agenda posting; Staff will provide an updated report during the September 5th P&Z session.

Recommendation:

The Planning and Zoning Commission should consider conditional approval of the Preliminary Plat for Windrose Green Section 7, subject to all review comments are cleared by the City Engineer prior to City Council final consideration.

August 30, 2024

Mr. Otis Spriggs
Development Services Director
121 S. Velasco Street,
Angleton, TX, 77515

Re: WINDROSE GREEN SECTION 7

Dear Otis,

On behalf of Emptor Angleton, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated August 21, 2024, for the above referenced plat.

1. Verify and update plat note 17 for this section and what section is applicable for the detention of this section.

Response: Plat note updated per this comment.

2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.

Response: To the best of our knowledge, there are no additional easement requirements.

3. Update graphics to remove solid hatching on the lot details.

Response: This comment has been addressed.

4. Verify and update the engineer of record.

Response: Engineer of record verified and updated.

5. Verify and update the surveyor of record.

Response: Surveyor of record verified and updated.

6. Verify and update plat notes 14-15 to update the design professional(s).

Response: Plat note 14-15 verified.

7. Verify and update land use for Reserve A to include "Drainage".

Response: Land use table has been updated to include drainage label.

8. Update plat to include a street name(s).

9. Response: Street names updated on plat.

10. Since Section 6 is only proposed and not platted, the lot numbers should be removed from the plat.

Response: Lot numbers have been removed from proposed plat.

11. Show filing information for Sec. 1 & 3 on the plat. Show filing information for Sec. 4 & 5 once available.

Response: Once available this information will be displayed.

12. Verify and update lot table to remove Lot 39 shown. There is no Lot 39 on the plat drawing.

Response: Lot 39 removed from table per this comment.

13. Provide owner and filing information for adjacent lots/tracts.

Response: Ownership information now shown per this comment.

14. Remove text shown above metes and bounds.

Response: Text removed above metes and bounds.

15. Recommend continuation of street name shown for Parks Edge Lane, taken from Section 4.

Response: Parks Edge lane does not continue in this plat.

16. Show Topographic contours at one-foot intervals.

Response: Topographic contours have been added.

17. Remove bold from existing street name text (Typ).

Response: Bold removed from existing street names.

18. Provide a corner tie to the original abstract survey.

Response: Corner tie to the original abstract survey shown.

19. Verify and update spelling to be "Costello" in the metes and bounds.

Response: Spelling of Costello corrected per this comment.

20. Label point of beginning on the plat drawing in relation to the metes and bounds description.

Response: Point of beginning labeled per this comment.

21. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector, etc).

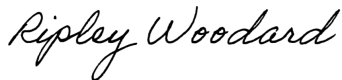
Response: Table added to page 2.

22. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

Response: Metes and bounds updated to match what is shown.

Enclosed is a copy of the revised plat. Please contact me if you need any additional information.

Sincerely,



Ripley Woodard
Enclosure

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT EMPOR ANGLETON, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section 7, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, 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 the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy A. Chandler, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

I, Jeremy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Costello, Inc.

Jeremy A. Chandler
Registered Professional Land Surveyor
No. 5755

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, John A. Alvarez II, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

John A. Alvarez II, P.E.
Professional Engineer
No. 127206

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

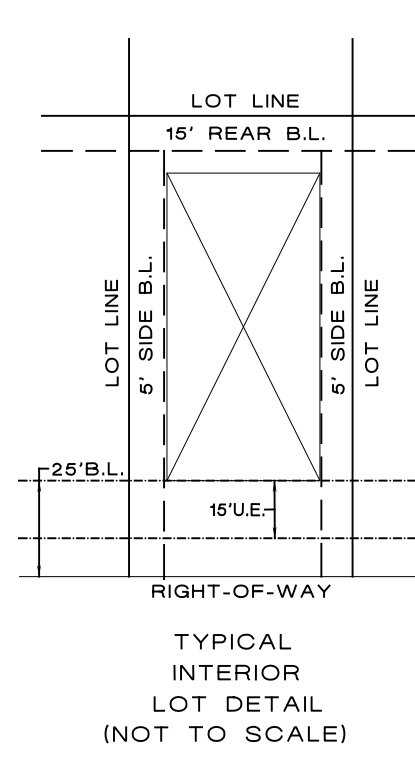
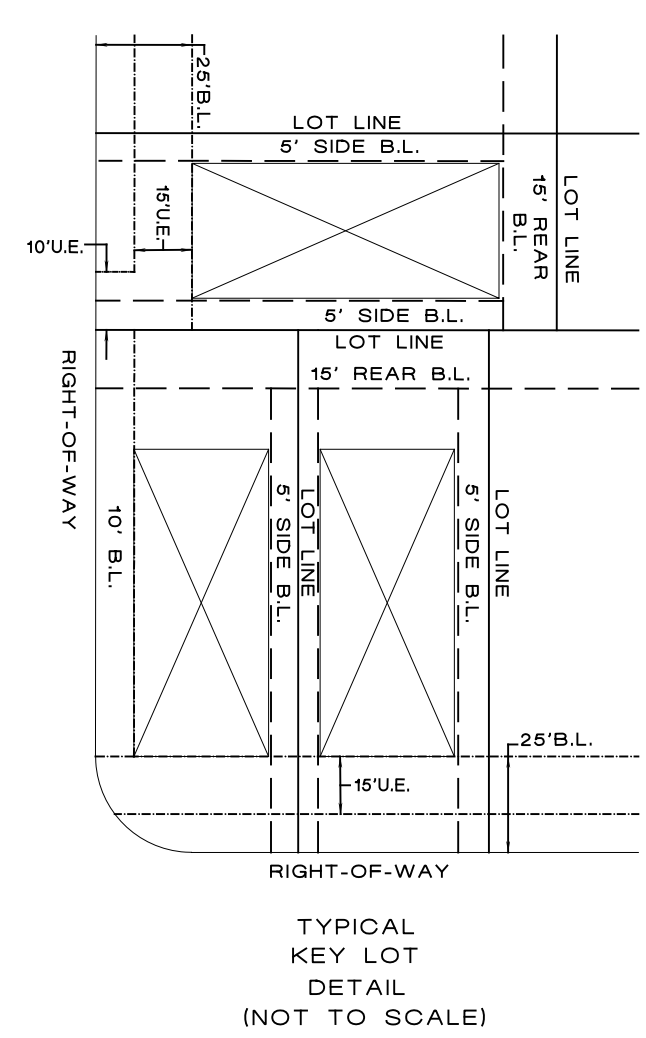
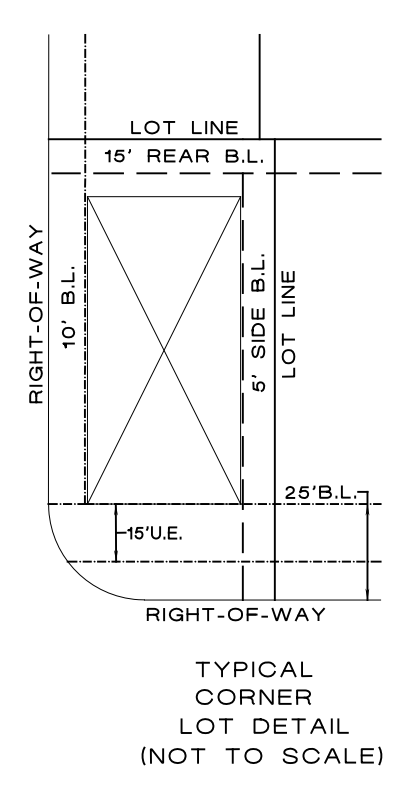
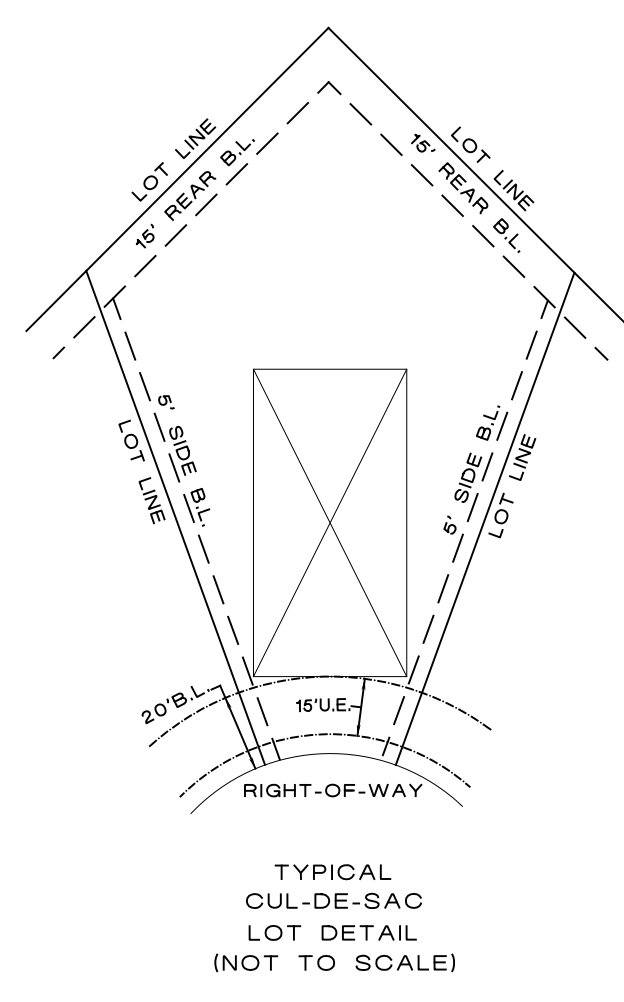
STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

GENERAL NOTE:

- "B.L." INDICATES BUILDING LINE.
- "U.E." INDICATES UTILITY EASEMENT.
- "1' RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve 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, his heirs assigns, or successors.
- ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC WITH THE AID OF INFORMATION PROVIDED BY COSTELLO, INC.
- COSTELLO, INC., TBPE FIRM REGISTRATION No. 280, TBPLS FIRM REGISTRATION No. 100486.. IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- PROPOSED MONUMENTS TO BE SET BY COSTELLO, INC., UPON RECORDATION OF A FINAL PLAT.
- DETENTION PROVIDED FOR WINDROSE GREEN SECTION 7 HAS BEEN DEDICATED WITHIN WINDROSE GREEN SECTION 1.



- LEGEND:
- "B.L." INDICATES BUILDING LINE.
 - "U.E." INDICATES UTILITY EASEMENT.
 - "AC." INDICATES ACREAGE.
 - "R.O.W." INDICATES RIGHT-OF-WAY.
 - "P.O.B." INDICATES POINT OF BEGINNING.
 - "FND" INDICATES FOUND.
 - "IP" INDICATES IRON PIPE.
 - "IR" INDICATES IRON ROD.
 - "VOL." INDICATES VOLUME.
 - "PG." INDICATES PAGE.
 - "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
 - "NO." INDICATES NUMBER.
 - "CT." INDICATES COURT.
 - "DR." INDICATES DRIVE.
 - "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
 - "- - -" INDICATES STREET NAME CHANGE.
 - "[]" INDICATES BLOCK NUMBER.
 - "[A]" INDICATES RESERVE NUMBER.
 - "-R20-" INDICATES 50' CUL-D-SAC RADIUS.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING AND ZONING COMMISSION. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WINDROSE GREEN SECTION SEVEN

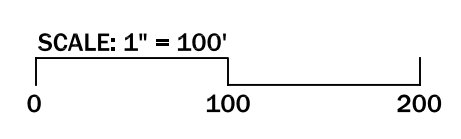
BEING 12.062± ACRES OF LAND CONTAINING 62 LOTS (45'/50' X 120' TYP.) AND TWO RESERVES IN THREE BLOCKS.

OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

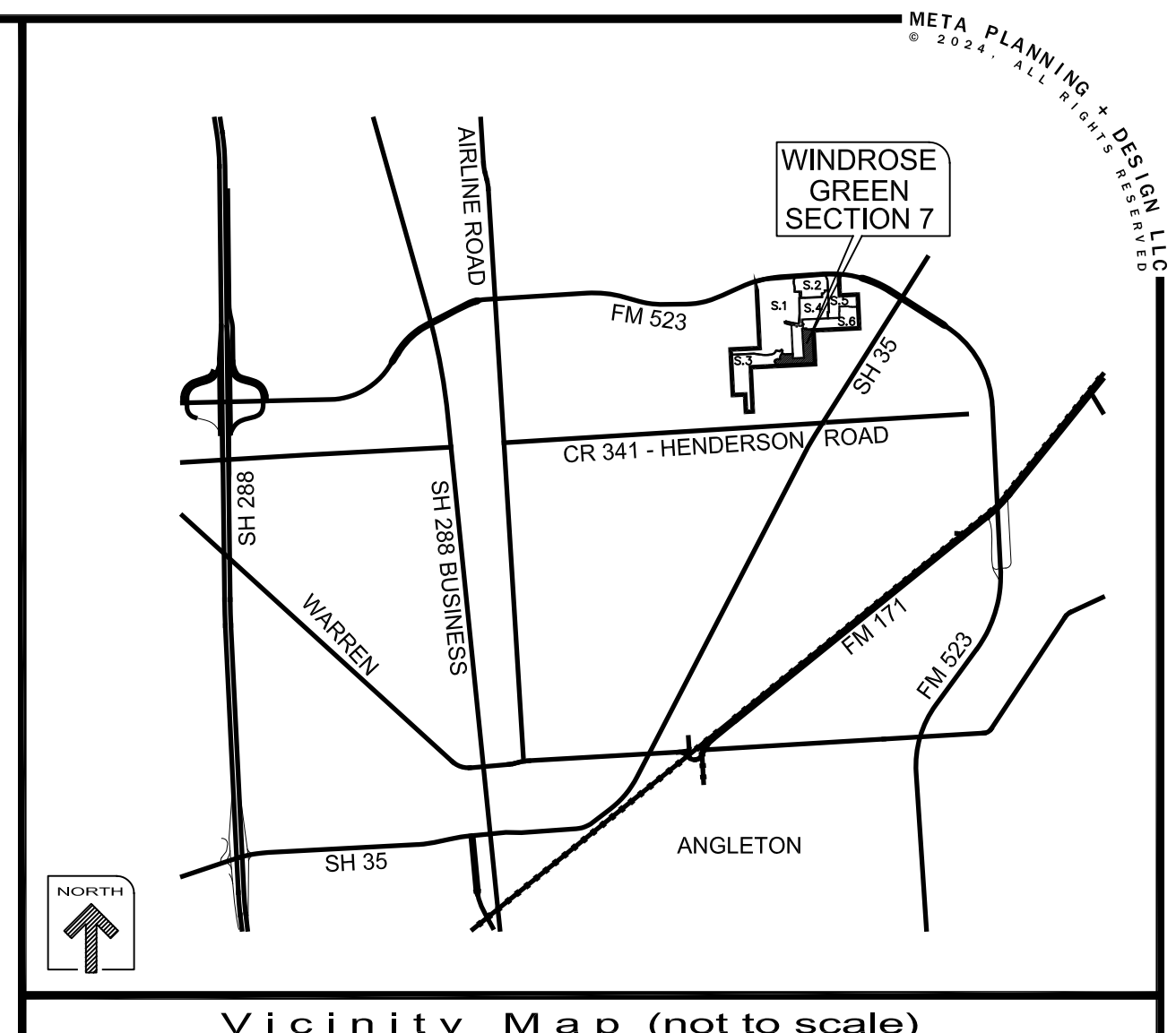
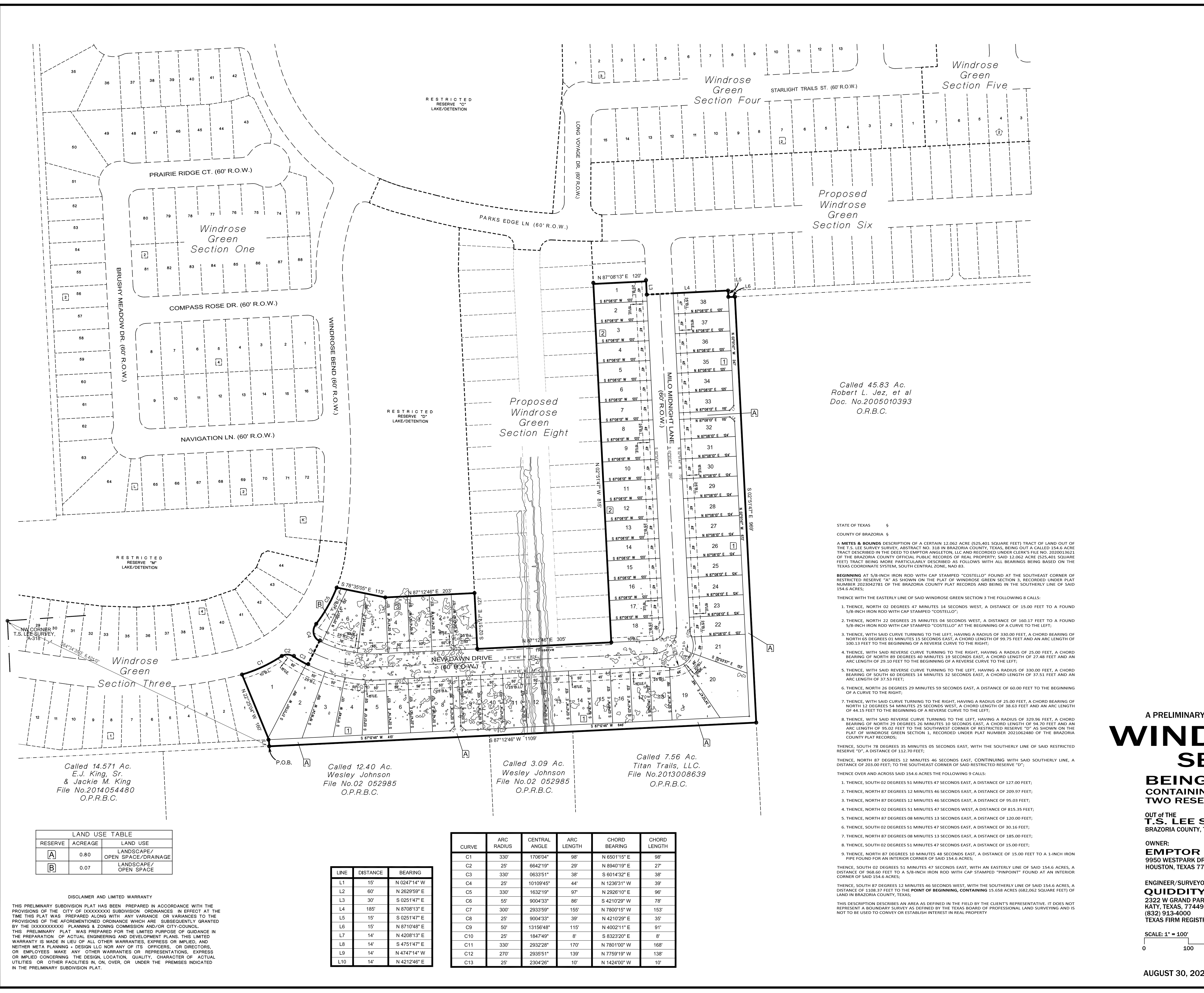
OWNER:
EMPOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
QUIDDY
2322 W GRAND PARKWAY NORTH, SUITE 150
KATY, TEXAS, 77449, UNITED STATES
(832) 913-4000
TEXAS FIRM REGISTRATION #F-23290

PLANNER:
META
PLANNING + DESIGN
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422



META PLANNING + DESIGN, LLC
© 2024



STREET NAME TABLE

STREET NAME	LINEAR FEET	WIDTH	STREET TYPE
STARLIGHT TRAILS ST.	802'	60'	LOCAL
NEW DAWN DRIVE	968'	60'	LOCAL

BLOCK	LOT NO.	LOT AREA SQ. FT.	BLOCK	LOT NO.	LOT AREA SQ. FT.	BLOCK	LOT NO.	LOT AREA SQ. FT.
BLOCK 1	LOT 1	13,246	BLOCK 2	LOT 11	5,400	BLOCK 3	LOT 1	6,741
	LOT 2	10,301		LOT 12	5,400		LOT 2	6,350
	LOT 3	8,353		LOT 13	5,400		LOT 3	6,350
	LOT 4	7,259		LOT 14	5,400		LOT 4	6,350
	LOT 5	6,658		LOT 15	5,400		LOT 5	7,677
	LOT 6	6,150		LOT 16	5,400		LOT 6	8,545
LOT 7	6,150	LOT 17	5,400	LOT 7	8,545			
LOT 8	6,100	LOT 18	5,916					
LOT 9	6,100							
LOT 10	6,150							
LOT 11	6,150							
LOT 12	6,150							
LOT 13	6,150							
LOT 14	6,150							
LOT 15	5,535							
LOT 16	5,535							
LOT 17	5,535							
LOT 18	5,506							
LOT 19	8,774							
LOT 20	13,742							
LOT 21	7,589							
LOT 22	5,613							
LOT 23	5,625							
LOT 24	5,625							
LOT 25	5,625							
LOT 26	5,625							
LOT 27	5,625							
LOT 28	5,625							
LOT 29	5,625							
LOT 30	5,625							
LOT 31	5,625							
LOT 32	5,571							
LOT 33	5,575							
LOT 34	5,625							
LOT 35	5,625							
LOT 36	5,625							
LOT 37	5,625							
LOT 38	5,875							

Called 45.83 Ac.
Robert L. Jez, et al
Doc. No. 2005010393
O.R.B.C.

Called 14.571 Ac.
E.J. King, Sr.
& Jackie M. King
File No. 2014054480
O.P.R.B.C.

Called 12.40 Ac.
Wesley Johnson
File No. 02 052985
O.P.R.B.C.

Called 3.09 Ac.
Wesley Johnson
File No. 02 052985
O.P.R.B.C.

Called 7.56 Ac.
Titan Trails, LLC
File No. 2013008639
O.P.R.B.C.

STATE OF TEXAS
COUNTY OF BRAZORIA

A METES & BOUNDS DESCRIPTION OF A CERTAIN 12.062± ACRES (525,401 SQUARE FEET) TRACT OF LAND OUT OF THE T.S. LEE SURVEY, ABSTRACT NO. 318 IN BRAZORIA COUNTY, TEXAS, BEING OUT A CALLED 154.6 ACRE TRACT DESCRIBED IN THE DEED TO EMPOR ANGLETON, LLC AND RECORDED UNDER CLERK'S FILE NO. 2020013621 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SAID 12.062± ACRES (525,401 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83:

BEGINNING AT 5/8-INCH IRON ROD WITH CAP STAMPED "COSTELLO" FOUND AT THE SOUTHEAST CORNER OF RESTRICTED RESERVE "A" AS SHOWN ON THE PLAT OF WINDROSE GREEN SECTION 3, RECORDED UNDER PLAT NUMBER 2023042781 OF THE BRAZORIA COUNTY PLAT RECORDS AND BEING IN THE SOUTHERLY LINE OF SAID 154.6 ACRES;

THENCE WITH THE EASTERLY LINE OF SAID WINDROSE GREEN SECTION 3 THE FOLLOWING 8 CALLS:

1. THENCE, NORTH 02 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A FOUND 5/8-INCH IRON ROD WITH CAP STAMPED "COSTELLO";
2. THENCE, NORTH 22 DEGREES 25 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.17 FEET TO A FOUND 5/8-INCH IRON ROD WITH CAP STAMPED "COSTELLO" AT THE BEGINNING OF A CURVE TO THE LEFT;
3. THENCE, WITH SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING OF NORTH 65 DEGREES 01 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 99.75 FEET AND AN ARC LENGTH OF 100.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;
4. THENCE, WITH SAID REVERSE CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 89 DEGREES 40 MINUTES 19 SECONDS EAST, A CHORD LENGTH OF 27.48 FEET AND AN ARC LENGTH OF 29.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;
5. THENCE, WITH SAID REVERSE CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 14 MINUTES 32 SECONDS EAST, A CHORD LENGTH OF 37.53 FEET AND AN ARC LENGTH OF 37.53 FEET;
6. THENCE, NORTH 26 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
7. THENCE, WITH SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 12 DEGREES 54 MINUTES 25 SECONDS WEST, A CHORD LENGTH OF 38.63 FEET AND AN ARC LENGTH OF 44.35 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;
8. THENCE, WITH SAID REVERSE CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 329.96 FEET, A CHORD BEARING OF NORTH 29 DEGREES 26 MINUTES 26 SECONDS EAST, A CHORD LENGTH OF 94.70 FEET AND AN ARC LENGTH OF 95.02 FEET TO THE SOUTHWEST CORNER OF RESTRICTED RESERVE "B" AS SHOWN ON THE PLAT OF WINDROSE GREEN SECTION 1, RECORDED UNDER PLAT NUMBER 201062680 OF THE BRAZORIA COUNTY PLAT RECORDS;

THENCE, SOUTH 78 DEGREES 35 MINUTES 05 SECONDS EAST, WITH THE SOUTHERLY LINE OF SAID RESTRICTED RESERVE "D", A DISTANCE OF 112.70 FEET;

THENCE, NORTH 87 DEGREES 12 MINUTES 46 SECONDS EAST, CONTINUING WITH SAID SOUTHERLY LINE, A DISTANCE OF 203.00 FEET; TO THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "D";

THENCE OVER AND ACROSS SAID 154.6 ACRES THE FOLLOWING 9 CALLS:

1. THENCE, SOUTH 02 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 127.00 FEET;
2. THENCE, NORTH 87 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.97 FEET;
3. THENCE, NORTH 87 DEGREES 12 MINUTES 46 SECONDS EAST, A DISTANCE OF 95.03 FEET;
4. THENCE, NORTH 02 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 815.35 FEET;
5. THENCE, NORTH 87 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 120.00 FEET;
6. THENCE, SOUTH 02 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 30.16 FEET;
7. THENCE, NORTH 87 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 185.00 FEET;
8. THENCE, SOUTH 02 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.00 FEET;
9. THENCE, NORTH 87 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A 1-INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF SAID 154.6 ACRES;

THENCE, SOUTH 02 DEGREES 51 MINUTES 47 SECONDS EAST, WITH AN EASTERLY LINE OF SAID 154.6 ACRES, A DISTANCE OF 968.60 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "PINPOINT" FOUND AT AN INTERIOR CORNER OF SAID 154.6 ACRES;

THENCE, SOUTH 87 DEGREES 12 MINUTES 46 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID 154.6 ACRES, A DISTANCE OF 13,081.37 FEET TO THE POINT OF BEGINNING, CONTAINING 15.658 ACRES (682,062 SQUARE FEET) OF LAND IN BRAZORIA COUNTY, TEXAS;

THIS DESCRIPTION DESCRIBES AN AREA AS DEFINED IN THE FIELD BY THE CLIENT'S REPRESENTATIVE. IT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY.

LAND USE TABLE

RESERVE	ACREAGE	LAND USE
A	0.80	LANDSCAPE/ OPEN SPACE/DRAINAGE
B	0.07	LANDSCAPE/ OPEN SPACE

LINE	DISTANCE	BEARING
L1	15'	N 0247°14' W
L2	60'	N 2829°59' E
L3	30'	S 0251°47' E
L4	185'	N 8708°13' E
L5	15'	S 0251°47' E
L6	15'	N 8710°48' E
L7	14'	N 4208°13' E
L8	14'	S 4751°47' W
L9	14'	N 4747°14' W
L10	14'	N 4212°46' E

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	330'	170°04'	98'	N 65°01'15" E	98'
C2	25'	66°42'19"	29'	N 89°40'19" E	27'
C3	330'	063°35'1"	38'	S 60°14'32" E	38'
C4	25'	101°09'45"	44'	N 123°31'1" W	39'
C5	330'	163°21'0"	97'	N 23°26'10" E	96'
C6	55'	90°43'3"	86'	S 42°10'29" W	78'
C7	300'	203°35'9"	155'	N 78°00'15" W	153'
C8	25'	90°04'33"	39'	N 42°10'29" E	35'
C9	50'	131°58'48"	115'	N 40°21'1" E	91'
C10	25'	184°74'9"	8'	S 83°23'20" E	8'
C11	330'	293°22'8"	170'	N 78°01'00" W	168'
C12	270'	293°55'1"	139'	N 77°59'19" W	138'
C13	25'	23°04'26"	10'	N 142°40'00" W	10'

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DXXXXXXX SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE DXXXXXXX PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF
WINDROSE GREEN SECTION SEVEN

BEING 12.062± ACRES OF LAND CONTAINING 62 LOTS (45'/50' X 120' TYP.) AND TWO RESERVES IN THREE BLOCKS.

OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

OWNER:
EMPOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
QUIDDITY
2322 W GRAND PARKWAY NORTH, SUITE 150
KATY, TEXAS, 77449, UNITES STATES
(832) 913-4000
TEXAS FIRM REGISTRATION #F-23290



SCALE: 1" = 100'
0 100 200

August 23, 2024

Development Administrator
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

Re: Windrose Green Section 7 Preliminary Plat

Please allow this correspondence to serve as my request to the City of Angleton waive the statutory 30-day period of time to review the above referenced project, thereby tabling the item until I provide additional information or clarification of issues before the Planning and Zoning Commission and City Council may act on the application. Without this waiver, this application would be denied.

Applicant hereby waives any rights that inure to this application by virtue of Texas Local Government Code Sec. 212.009, and hereby request that an extension of the review period be granted pursuant to the City of Angleton LDC. Further, I understand and acknowledge that my application is technically considered to be "incomplete" until I provide the City of Angleton LDC the additional information or clarifying details required to demonstrate compliance with the City of Angleton LDC and that until such time as that information is provided, this request shall remain "tabled and incomplete". This application shall remain "tabled and incomplete" for a period that shall not exceed 6-months from the date of this request, after which time this application shall expire; necessitating the refilling of the application as a new application.

Sincerely,

Jennifer Curtis
Senior Planner

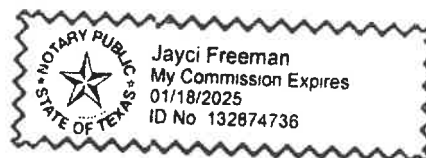
NOTARY:

Acknowledged, subscribed and sworn to before me this 23rd day of August, 2024 by Jennifer Curtis.

Witness my hand and official seal.

My commission expires: JANUARY 18, 20 25

Notary Public



(Ord. No. 1-12-2018, § 1 (Exh. A), 12-11-2018)



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 5, 2024

PREPARED BY: Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and possible action on a Preliminary Subdivision Plat for Windrose Green Section 8.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for approval of a Preliminary Plat for Windrose Green Section 8 Subdivision. The subject property consists of 6.469 acres +/-, 36 lots and one reserve within 1 block, is in the City of Angleton ETJ and is located on the south side of FM 523 approximately 2,500 feet west of the FM 523/SH 35 intersection.

Note that this Development, while in the ETJ is subject to the previously approved Strategic Partnership Agreement (SPA) executed by and between Rancho Isabella MUD on November 11, 2020 and the City of Angleton. The Development Agreement was executed with by the Developer, Concourse Development, LLC and the City of Angleton on March 10, 2020 which defined and restricted that the single family lots be a minimum of 40 ft. (40) wide in accordance with the attached General Plan.

PLANNING STAFF AND ENGINEERING COMMENTS:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced subdivision and offers the following comments:

Sheet 1 of 2

1. Verify and update plat note 17 for this section and what section is applicable for the detention of this section.
2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.
3. Update graphics to remove solid hatching on the lot details.
4. Verify and update the engineer of record.

5. Verify and update the surveyor of record.
6. Verify and update plat notes 14-15 to update the design professional(s).

Sheet 2 of 2

1. Update plat to include a street name(s).
2. Since Section 6 & 7 are only proposed and not platted, the lot numbers should be removed from the plat.
3. Update text to note correct section (Section 6) where noted.
4. Show filing information for Sec. 1 & 3 on the plat. Show filing information for Sec. 4 & 5 once available.
5. Provide owner and filing information for adjacent lots/tracts.
6. Remove text shown above metes and bounds.
7. Show Topographic contours at one-foot intervals.
8. Remove bold from existing street name text (Typ).
9. Provide a corner tie to the original abstract survey.
10. Verify and update spelling to be "Costello" in the metes and bounds.
11. Label point of beginning on the plat drawing in relation to the metes and bounds description.
12. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector, etc).
13. Update distance in item #7 in the metes and bounds.
14. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

The applicant submitted the responses to the above comments on August 30, 2024. However, the above comments have not been cleared by the City Engineer and Staff prior to Agenda posting; Staff will provide an updated report during the September 5th P&Z session.

Recommendation:

The Planning and Zoning Commission should consider conditional approval of the Preliminary Plat for Windrose Green Section 8, subject to all review comments are cleared by the City Engineer prior to City Council final consideration.



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 8/2/2024

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: South of FM 523 North Loop, West of E Mulberry Street, North of E Henderson Road, East of SH 288.

Name of Applicant: Ripley Woodard Phone: 281-204-8968

Name of Company: META Planning + Design Phone: (281) 810-1422

E-mail: rwoodard@meta.com

Name of Owner of Property: Emptor Angleton, LLC

Address: 9950 Westpark Drive #285, Houston, Texas, 77063

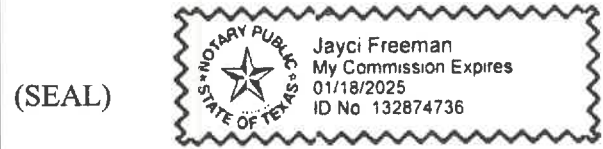
Phone: 281-810-7228 E-mail: rwoodard@meta-pd.com

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant): *Ripley Woodard IV*

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 2 day of August, 2024.



J. Freeman
 Notary Public for the State of Texas
 Commission Expires: 01/18/2025

PROJECT SUMMARY FORM

Address of property South of FM 523 North Loop, West of E Mulberry Street, North of E Henderson Road, East of SH 288.

The subject property fronts _____ feet on the _____ side of _____

Depth: _____ Area: 6.46 Acres: 281,397 square feet

INDICATE THE PURPOSE OF THE REQUESTED PLAT APPROVAL (BE SPECIFIC):

The purpose of the requested plat is to create 36 single family lots in three blocks.

Is this platting a requirement for obtaining a building permit? YES NO

INDICATE ADDITIONAL INFORMATION THAT WILL ASSIST WITH THE REVIEW OF THIS APPLICATION.

This development is subject to a Development Agreement between City of Angleton and Concourse (Ember) Development.

Name: Ripley Woodard

Date: 08-02-2024

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____

August 23, 2024

Development Administrator
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

Re: Windrose Green Section 8 Preliminary Plat

Please allow this correspondence to serve as my request to the City of Angleton waive the statutory 30-day period of time to review the above referenced project, thereby tabling the item until I provide additional information or clarification of issues before the Planning and Zoning Commission and City Council may act on the application. Without this waiver, this application would be denied.

Applicant hereby waives any rights that inure to this application by virtue of Texas Local Government Code Sec. 212.009, and hereby request that an extension of the review period be granted pursuant to the City of Angleton LDC. Further, I understand and acknowledge that my application is technically considered to be "incomplete" until I provide the City of Angleton LDC the additional information or clarifying details required to demonstrate compliance with the City of Angleton LDC and that until such time as that information is provided, this request shall remain "tabled and incomplete". This application shall remain "tabled and incomplete" for a period that shall not exceed 6-months from the date of this request, after which time this application shall expire; necessitating the refilling of the application as a new application.

Sincerely,

Jennifer Curtis
Senior Planner

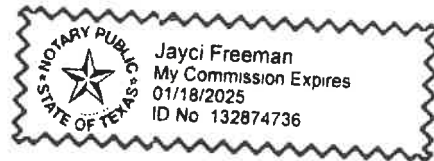
NOTARY:

Acknowledged, subscribed and sworn to before me this 23rd day of August, 2024 by Jennifer Curtis.

Witness my hand and official seal.

My commission expires: January 18, 2025

Notary Public



(Ord. No. 1-12-2018, § 1 (Exh. A), 12-11-2018)

August 30, 2024

Mr. Otis Spriggs
Development Services Director
121 S. Velasco Street,
Angleton, TX, 77515

Re: WINDROSE GREEN SECTION 8

Dear Otis,

On behalf of Emptor Angleton, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated August 21, 2024, for the above referenced plat.

1. Verify and update plat note 17 for this section and what section is applicable for the detention of this section.

Response: Plat note updated per this comment.

2. Verify if there are additional easements required by private utility companies such as Texas New Mexico Power required for this subdivision.

Response: To the best of our knowledge, there are no additional easement requirements.

3. Update graphics to remove solid hatching on the lot details.

Response: Graphic has been updated per this comment.

4. Verify and update the engineer of record.

Response: Engineer on record has been updated per this comment

5. Verify and update the surveyor of record.

Response: Surveyor on record has been updated per this comment.

6. Verify and update plat notes 14-15 to update the design professional(s).

Response: Plat notes 14-15 have been verified.

7. Update plat to include a street name(s).

Response: Street names shown on plat.

8. Since Section 6 & 7 are only proposed and not platted, the lot numbers should be removed from the plat.

Response: Lot numbers have been removed from proposed plats.

9. Update text to note correct section (Section 6) where noted.

Response: Updated per this comment.

10. Show filing information for Sec. 1 & 3 on the plat. Show filing information for Sec. 4 & 5 once available.

Response: Filing information will be updated as soon as its available.

11. Provide owner and filing information for adjacent lots/tracts.

Response: Surrounding owner information shown.

12. Remove text shown above metes and bounds.

Response: Text above above metes and bounds shown.

13. Show Topographic contours at one-foot intervals.

Response: Contours have been shown.

14. Remove bold from existing street name text (Typ).

Response: Bold existing street name text changed.

15. Provide a corner tie to the original abstract survey.

Response: Corner ties to original surveys shown.

16. Verify and update spelling to be "Costello" in the metes and bounds.

Response: Verified spelling of "Costello" in metes and bounds.

17. Label point of beginning on the plat drawing in relation to the metes and bounds description.

Response: Point of beginning labeled on plat boundary.

18. Provide a table for proposed streets/ROW to notate the street name, length, ROW width, and street type (e.g. local, collector,etc).

Response: Street table provided on page 2.

19. Update distance in item #7 in the metes and bounds.

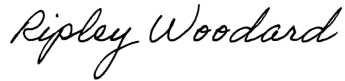
Response: Distance updated.

20. Revise metes and bounds to update bearings to match what is shown on the plat drawing (Typical).

Response: Metes and bounds updated per this comment.

Enclosed is a copy of the revised plat. Please contact me if you need any additional information.

Sincerely,



Ripley Woodard

Enclosure

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT EMPOR ANGLETON, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section 8, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned, 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 the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
 State of Texas

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy A. Chandler, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

I, Jeremy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Costello, Inc.

Jerome A. Chandler
 Registered Professional Land Surveyor
 No. 5755

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, John A. Alvarez II, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

John A. Alvarez II, P.E.
 Professional Engineer
 No. 127206

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

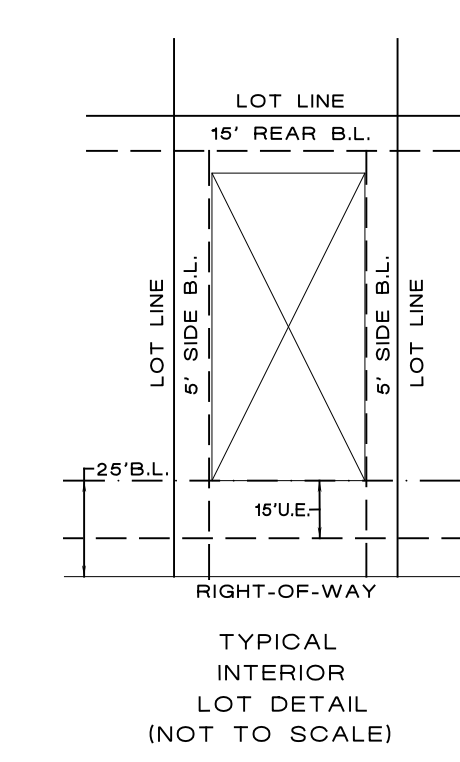
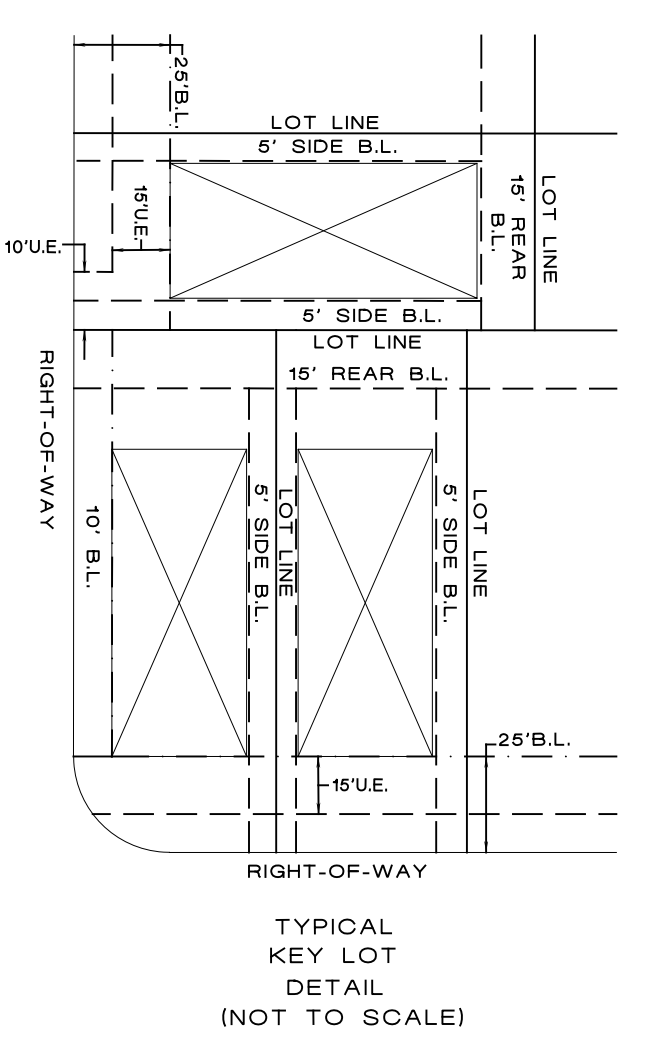
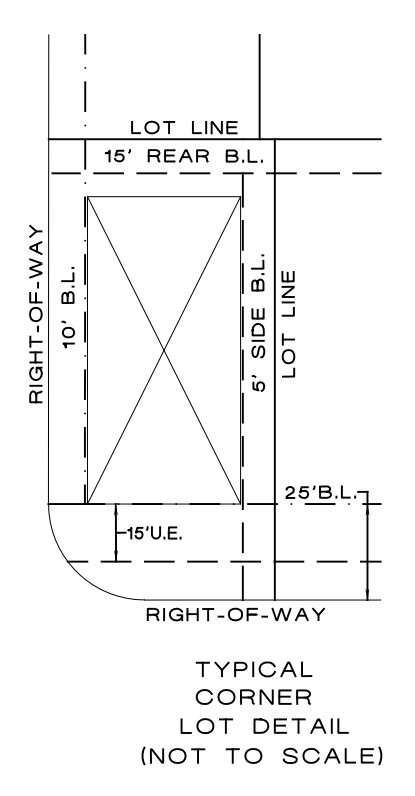
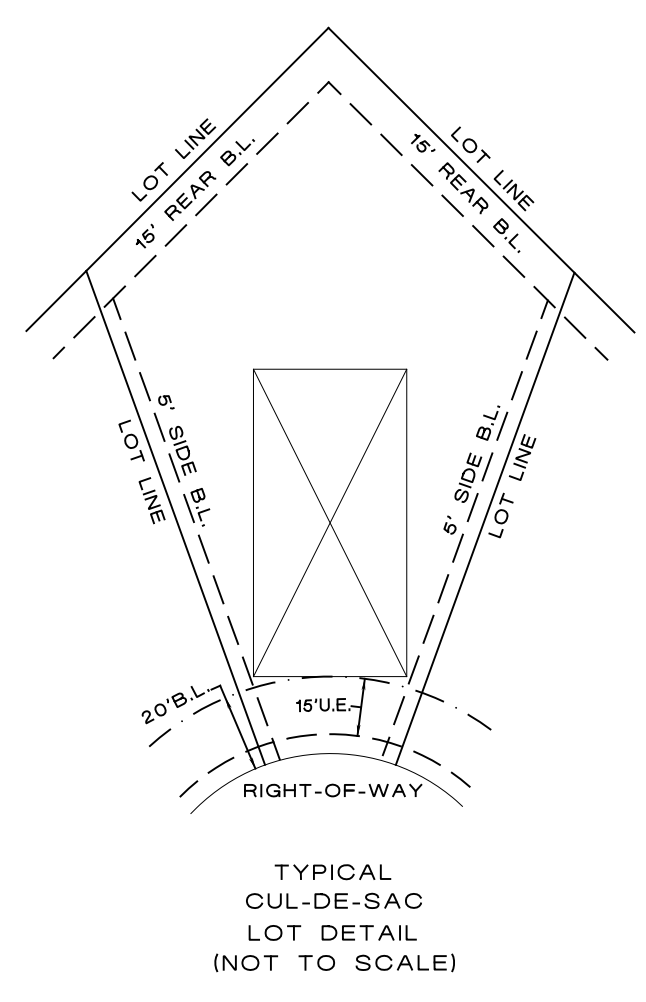
STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, City Secretary, City of Angleton, on behalf of the City.

Notary Public
 State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "'1' RES." INDICATES ONE FOOT RESERVE.
 dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve 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, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
 ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
 VERTICAL DATUM:
 ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HGS_1012 AND HCOG_14012.
- 13.) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY COSTELLO, INC.
- 15.) COSTELLO, INC., TBPE FIRM REGISTRATION No. 280, TBPLS FIRM REGISTRATION No. 100486.. IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) PROPOSED MONUMENTS TO BE SET BY COSTELLO, INC., UPON RECORDATION OF A FINAL PLAT.
- 17.) DETENTION PROVIDED FOR WINDROSE GREEN SECTION 8 HAS BEEN DEDICATED WITHIN WINDROSE GREEN SECTION 1.



- LEGEND:
- 1.) "B.L." INDICATES BUILDING LINE.
 - 2.) "U.E." INDICATES UTILITY EASEMENT.
 - 3.) "AC." INDICATES ACREAGE.
 - 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
 - 5.) "P.O.B." INDICATES POINT OF BEGINNING.
 - 6.) "FND" INDICATES FOUND.
 - 7.) "IP" INDICATES IRON PIPE.
 - 8.) "IR" INDICATES IRON ROD.
 - 9.) "VOL." INDICATES VOLUME.
 - 10.) "PG." INDICATES PAGE.
 - 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
 - 12.) "NO." INDICATES NUMBER.
 - 13.) "CT." INDICATES COURT.
 - 14.) "DR." INDICATES DRIVE.
 - 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
 - 16.) " " INDICATES STREET NAME CHANGE.
 - 17.) " " INDICATES BLOCK NUMBER.
 - 18.) "A" INDICATES RESERVE NUMBER.
 - 19.) "R" INDICATES 50' CUL-D-SAC RADIUS.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING AND ZONING COMMISSION. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

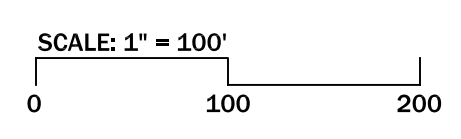
A PRELIMINARY PLAT OF WINDROSE GREEN SECTION EIGHT

**BEING 6.469± ACRES OF LAND
 CONTAINING 36 LOTS (50' X 120' TYP.) AND
 ONE RESERVES IN TWO BLOCKS.**

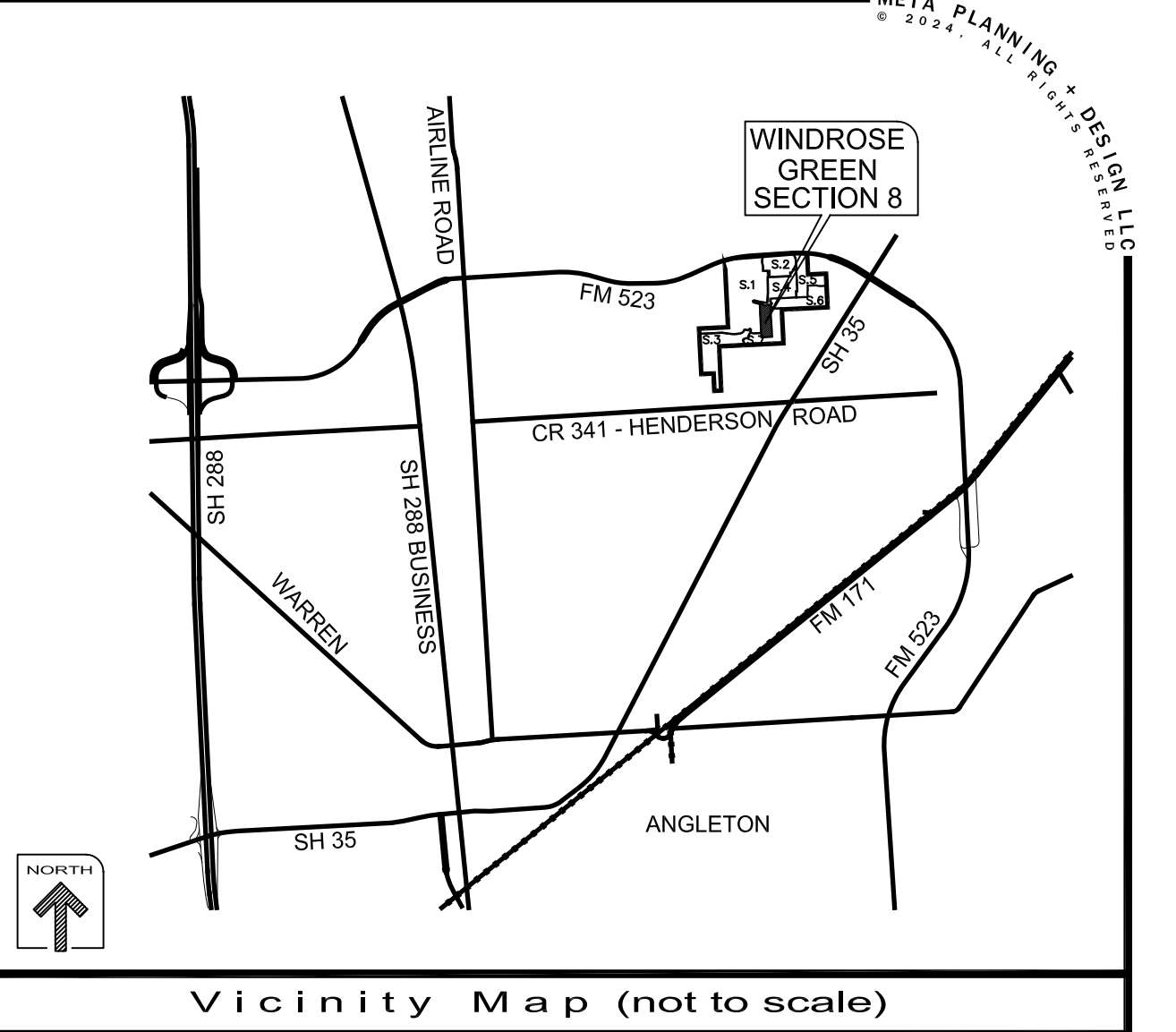
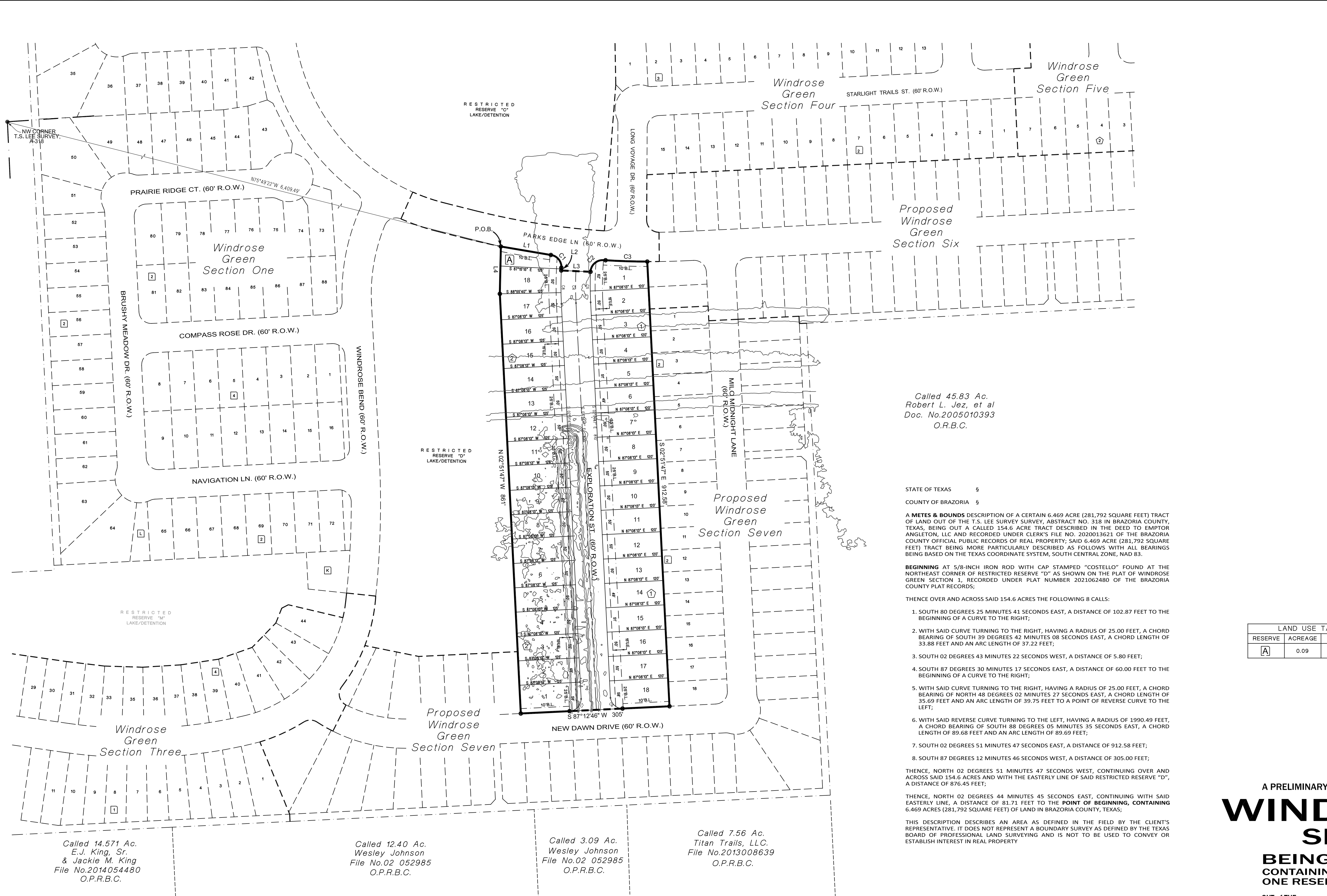
OUT OF THE
T.S. LEE SURVEY, A-318
 BRAZORIA COUNTY, TEXAS

OWNER:
EMPOR ANGLETON, LLC
 9950 WESTPARK DR. #285
 HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
QUIDDY
 2322 W GRAND PARKWAY NORTH, SUITE 150
 KATY, TEXAS, 77449, UNITES STATES
 (832) 913-4000
 TEXAS FIRM REGISTRATION #F-23290



PLANNER:
META
 PLANNING + DESIGN
 META PLANNING + DESIGN LLC
 24285 KATY FREEWAY, SUITE 525
 KATY, TEXAS 77494 | TEL: 281-810-1422



Called 45.83 Ac.
Robert L. Jez, et al
Doc. No. 2005010393
O.R.B.C.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS DESCRIPTION OF A CERTAIN 6.469 ACRE (281,792 SQUARE FEET) TRACT OF LAND OUT OF THE T.S. LEE SURVEY SURVEY, ABSTRACT NO. 318 IN BRAZORIA COUNTY, TEXAS, BEING OUT A CALLED 154.6 ACRE TRACT DESCRIBED IN THE DEED TO EMPITOR ANGLETON, LLC AND RECORDED UNDER CLERK'S FILE NO. 2020013521 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY; SAID 6.469 ACRE (281,792 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

BEGINNING AT 5/8-INCH IRON ROD WITH CAP STAMPED "COSTELLO" FOUND AT THE NORTHEAST CORNER OF RESTRICTED RESERVE "D" AS SHOWN ON THE PLAT OF WINDROSE GREEN SECTION 1, RECORDED UNDER PLAT NUMBER 2021062480 OF THE BRAZORIA COUNTY PLAT RECORDS;

THENCE OVER AND ACROSS SAID 154.6 ACRES THE FOLLOWING 8 CALLS:

1. SOUTH 80 DEGREES 25 MINUTES 41 SECONDS EAST, A DISTANCE OF 102.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2. WITH SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 39 DEGREES 42 MINUTES 08 SECONDS EAST, A CHORD LENGTH OF 33.88 FEET AND AN ARC LENGTH OF 37.22 FEET;
3. SOUTH 02 DEGREES 43 MINUTES 22 SECONDS WEST, A DISTANCE OF 5.80 FEET;
4. SOUTH 87 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
5. WITH SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 48 DEGREES 02 MINUTES 27 SECONDS EAST, A CHORD LENGTH OF 35.69 FEET AND AN ARC LENGTH OF 39.75 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;
6. WITH SAID REVERSE CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1990.49 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 05 MINUTES 35 SECONDS EAST, A CHORD LENGTH OF 89.68 FEET AND AN ARC LENGTH OF 89.69 FEET;
7. SOUTH 02 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 912.58 FEET;
8. SOUTH 87 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 305.00 FEET;

THENCE, NORTH 02 DEGREES 51 MINUTES 47 SECONDS WEST, CONTINUING OVER AND ACROSS SAID 154.6 ACRES AND WITH THE EASTERLY LINE OF SAID RESTRICTED RESERVE "D", A DISTANCE OF 876.45 FEET;

THENCE, NORTH 02 DEGREES 44 MINUTES 45 SECONDS EAST, CONTINUING WITH SAID EASTERLY LINE, A DISTANCE OF 81.71 FEET TO THE POINT OF BEGINNING, CONTAINING 6.469 ACRES (281,792 SQUARE FEET) OF LAND IN BRAZORIA COUNTY, TEXAS;

THIS DESCRIPTION DESCRIBES AN AREA AS DEFINED IN THE FIELD BY THE CLIENT'S REPRESENTATIVE. IT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY

STREET NAME TABLE

STREET NAME	LINEAR FEET	WIDTH	STREET TYPE
EXPLORATION ST.	900'	60'	LOCAL

LAND USE TABLE

RESERVE	ACREAGE	LAND USE
A	0.09	LANDSCAPE/ OPEN SPACE

LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
1	6,805	1	7,125
2	5,995	2	6,250
3	6,000	3	6,250
4	6,000	4	6,250
5	6,000	5	6,250
6	6,000	6	6,250
7	6,000	7	6,250
8	6,000	8	6,250
9	6,000	9	6,250
10	6,000	10	6,250
11	6,000	11	6,250
12	6,000	12	6,250
13	6,000	13	6,250
14	6,000	14	6,250
15	6,000	15	6,250
16	6,000	16	6,250
17	6,000	17	6,420
18	6,832	18	6,595

A PRELIMINARY PLAT OF
WINDROSE GREEN SECTION EIGHT

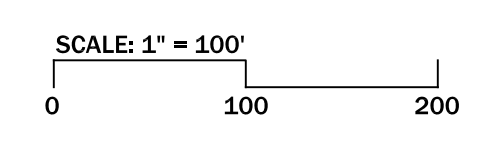
BEING 6.469± ACRES OF LAND CONTAINING 36 LOTS (50' X 120' TYP.) AND ONE RESERVE IN TWO BLOCKS.

OUT OF THE
T.S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

OWNER:
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
QUIDDITY
2322 W GRAND PARKWAY NORTH, SUITE 150
KATY, TEXAS, 77449, UNITES STATES
(832) 913-4000
TEXAS FIRM REGISTRATION #F-23290

PLANNER:
META
PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422



DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DXXXXXX SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE DXXXXXX PLANNING AND ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

LINE	DISTANCE	BEARING
L1	104'	S 8025'41" E
L2	6'	S 2432'2" W
L3	60'	S 8730'17" E
L4	97'	N 0115'24" E

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25'	8518'17"	37'	S 3942'08" E	34'
C2	25'	9105'28"	40'	N 4802'27" E	36'
C3	1990'	0234'54"	90'	S 8805'35" E	90'
C4	700'	0521'26"	65'	N 0011'04" W	65'
C5	670'	0521'30"	63'	N 0011'02" W	63'
C6	25'	8955'27"	39'	S 4749'31" E	35'
C7	25'	9004'33"	39'	S 4210'29" W	35'
C8	730'	0521'30"	68'	S 0011'02" E	68'



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 5, 2024

PREPARED BY: Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and update on the proposed City of Angleton Comprehensive Fees Schedule Update as it relates to Development Fees. No action is required.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. The City has contracted with Adurra/Gunda to undertake an overhaul of the City of Angleton Comprehensive Fee Schedule. To accommodate additional forums to allow for public input, Staff would like to briefly present the Development related fees that have proposed changes to the Planning and Zoning Commission for additional feedback. No action is required; however, any suggested comments will be incorporated and forwarded on to City Council for final consideration. Staff held a Comprehensive Fee Schedule workshop on July 25, 2024 before the developers and the general public to gain input and comments.

The attached exhibit lays out those proposed changes as well as the existing adopted fees.

Recommendation. The Planning and Zoning Commission is asked to receive a briefing on the proposed fee schedule updates on the development fees. No action is required.

City of Angleton
Proposed Fee Schedule

Type of Fee	Existing Fee	Proposed Fee
Administrative/Processing fee	\$0.00	\$35 (include or exclude planning applications)
Pre-development meeting	\$0.00	First meeting is free. \$50 per meeting from meeting #2 onwards. Check with City Manager
Land Development		
Preliminary Plat	<p>Commercial</p> <ul style="list-style-type: none"> •Less than two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours) <p>Residential</p> <ul style="list-style-type: none"> •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours) 	<p>\$1000 (filing / application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Increase per lot fee. Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p> <p>Sec. 23-86</p>
Final Plat	<p>Commercial</p> <ul style="list-style-type: none"> •Up to two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit <p>Residential</p> <ul style="list-style-type: none"> •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit 	<p>\$1000 (filing /application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>
Development Plat	\$250.00 plus review expense	\$1000 (filing /application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)

Type of Fee	Existing Fee	Proposed Fee
		Subsequent resubmittals \$400/resubmittal, due upon resubmittal.
Amending Plat	\$250.00 plus review expense	\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$300/acre (non-residential and multi-family).
Minor Plat	\$250.00 plus review expense	Additional resubmittal \$400 fee due upon resubmittal. \$600 + \$6/lot (residential) \$600 + \$30/acres (nonresidential) \$150 (one existing home or business).
Vacate Plat	No fee being charged currently	Subsequent resubmittals \$400/resubmittal, due upon resubmittal. \$600.00/acre
Alley/Easement Abandonment Fee		Application/processing fee - \$30.00 plus cost of publications
Subdivision Variance	No fee being charged currently	\$400.00
Tree Plan	No fee being charged currently	\$150.00
Construction Plans for Subdivision Improvements	50% of commercial permit plus review costs	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or Five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	City uses a calculator based on Sec. 23-20 of the Code of Ordinances.	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff
Land Plan/Concept Plan	50% of commercial permit plus review costs	0 - 5 acres - \$1800.00 5 - 25 acres - \$2,000.00 25- 50 acres - \$2,400.00 50 - 75 acres - \$3,000.00 75 - 100 acres - \$3, 800 >100 acres - \$4, 600
Development and Public Improvement Agreements	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	Require deposit for staff/consultant expenditure

Type of Fee	Existing Fee	Proposed Fee
		\$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.
Extension of Preliminary Plat Approval	No fee being charged currently	\$150
Plat Recordation	No fee being charged currently	County recordation fee plus City expenses
Recheck fees - plats and construction drawings	No fee being charged currently	\$400/submittal, due upon resubmittal
Annexation/Deannexation	No fee being charged currently	Large tract (>10 acres) - require deposit for staff/consultant expenditure \$500.00 Smaller tracts (0-10 acres) – same as rezoning fee plus deposit for staff/consultant expenditure
Rezoning / Future Land Use Map Amendment	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050+\$25.00/each zone 75-100 acres - Base fee \$1075+\$25.00/each zone 100+ acres - Base fee \$1100+\$25.00/each zone
Rezoning Application Fee (if waiver request granted before expiration)	150% of the zoning application fee	TBD
Specific Use Permit	\$150.00	No Change 0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050+\$25.00/each zone 75-100 acres - Base fee \$1075+\$25.00/each zone 100+ acres - Base fee \$1100+\$25.00/each zone
Special Exception (Board of Adjustment)	\$150.00	\$500.00
Special Exception/Administrative	\$150.00	\$150.00
Planned Development	150% of the zoning application fee	0-5 acres - \$1800.00* 5-25 acres - \$ 2000.00* 25-50 acres - \$2400* 50-75 acres - \$3000* 75-100 acres - \$3800* 100+ acres - \$4600* Deposit required for special districts
Special Districts	Initial Deposit Sum	\$25,000.00

Commented [KR1]: Check with staff if deposit is needed

Commented [KR2]: Check with Otis and add the proposed fee based on staff's decision.

This fee is for rezoning applications filed after obtaining a waiver from the 12 month waiting period. As per Sec. 28-14 g (6), "If the requested waiver is granted and the applicant files an application for rezoning before the expiration date of the waiting period specified in subsection (g)(6) above, the application fee shall be a percentage of the zoning application fee as listed in the fee schedule of the City of Angleton."

Commented [KR3]: Add - Large scale development. Need definition and language for PID

Type of Fee	Existing Fee	Proposed Fee
	Additional Deposit Sum \$10,000.00	Initial Deposit Sum \$25,000.00 Additional Deposit Sum \$10,000.00
Waiver Fee	\$100.00	TBD no change
Zoning Verification Letter (without legal review)	No fee being charged currently	\$25 residential, \$35 commercial
Zoning Verification Letter/interpretation (with legal review)	No fee being charged currently	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.
Written Interpretation of the Code	No fee being charged currently	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.
Legal Lot Verification	No fee being charged currently	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.
Commercial Building Permits	Cost of Construction: \$1,000 and Less- \$20.00 minimum Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$100,000 to \$499,999 - \$460.00 for first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$500,000 and Up - \$1,660.00 for first \$500,000.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof.	Application /processing fee: \$30.00 Based on valuation beginning at \$15 \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation Accessory structure \$120-\$180
Storm Water Permit	\$45.00	\$45.00

Commented [KR4]: Add the proposed fee based on staff's discussion. This fee is in the current fee schedule for obtaining a waiver from the 12 month waiting period.

Type of Fee	Existing Fee	Proposed Fee
	\$500.00 - If Impervious Cover >30000 square feet	\$500.00 - If Impervious Cover >30000 square feet
New Construction - Residential	.50 per square foot (min \$60.00)	Application /processing fee: \$30.00 .50 per square foot (min \$60.00).
Alterations/Additions/Remodel - Residential	.30 per square foot (min \$20.00)	Application /processing fee: \$30.00 \$0.40/sf
Window Replacement Permit - Residential	1-5 windows - \$25.00 6+ windows - \$50.00	Application /processing fee: \$30.00 plus \$5.00 per window
Accessory Structures (sheds, patios, pole barns, decks) - Residential if has electric/plumbing or over 200 square feet	.30 per square foot (min \$60.00)	Application/processing fee: \$30 Permit fee - .30 per square foot
Garages/Carports - Residential	\$60.00	Application/processing fee - \$30.00 Permit fee - \$75.00
Fence	\$40.00	Application/processing fee - \$30.00 Commercial-based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof. Accessory structure \$120-\$180
Electrical Permits	Minimum permit fee - \$20.00 Base permit fee - \$7.50 (Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00 Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower- \$4.00	Application/processing fee - \$30.00 Minimum permit fee - \$20.00 Base permit fee - \$7.50 (Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00 Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower- \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower- \$20.00

Type of Fee	Existing Fee	Proposed Fee
	<p>At Least 26 Horsepower, But Less Than 150 Horsepower- \$20.00 Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00 At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00 At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50</p>	<p>Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00 At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00 At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>

Type of Fee	Existing Fee	Proposed Fee
	Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05	
Fire Alarm Permit (also requires yearly Alarm Registration Permit)	Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	Application/processing fee - \$30.00 Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00
Mechanical Permits	Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation -\$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	Application/processing fee - \$30.00 Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation -\$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00
Plumbing Permits	Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired -\$7.50 For each sewer line, whether new, replacement, or repaired -\$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00

Type of Fee	Existing Fee	Proposed Fee
		For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50
Plan Review	50% of permit fee	50% of permit fee
Solar Panels	\$20.00 (Electrical Minimum Permit Fee) (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	Residential - \$35.00 flat fee Application/processing fee - \$30.00 Commercial - based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof.
Swimming Pools	Public - \$100.00 Private-in ground - \$50.00 Private above ground - \$25.00	Application/processing fee - \$30.00 Residential: \$35.00 Commercial: \$980.00
Driveways/Flatwork	\$25.00	Application/processing fee - \$30.00 Residential \$25.00 Commercial \$300.00
Roof Permit -Residential	\$60.00	Application/processing fee - \$30.00 Permit fee - \$60.00
Demolition Permit (Wrecking)	\$25.00	Application/processing fee - \$30.00 Permit fee - \$50.00
Moving Permit (Structures)	\$25.00	Application/processing fee - \$30 Permit fee - \$100
Temporary Structures	No fee being charged currently	Application/processing fee - \$30.00 Permit fee - \$100.00 (over 200 square feet)
Foundation Repair or House Leveling Permit - Residential	\$50.00	Application/processing fee - \$30 Permit fee - \$100 (over 200 square feet)

Type of Fee	Existing Fee	Proposed Fee
Backflow/Irrigation/Lawn Sprinkler Permit	Minimum permit fee - \$20.00 Base permit fee - \$7.50 plus Fixture of trap - \$4.00ea Water line - \$7.50ea Gas test final - \$7.50ea Sewer line - \$7.50ea Gas piping system - \$4.00/outlet Water heater - \$4.00ea Gas or electric yard sprinkler - \$5.00ea more than 5 heads - \$0.50ea Backflow device - \$25.00ea	Application/processing fee - \$30.00 Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device) Residential irrigation - \$30.00 Commercial irrigation - \$100.00
Manufactured Home Park License	License Fee - \$50.00 Renewal Fee - \$50.00 Additional Fee for Each MH Space over Five Spaces - \$10.00 Transfer Fee - \$50.00	Application/processing fee - \$30.00 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00
Recreational Vehicle Parks	Inspection Fee - \$15.00 Permit Fee - \$15.00 Annual License Fee (per RV space) - \$20.00 Transfer of License Fee (per RV space) - \$20.00	Application/processing fee - \$30 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00
Re-Inspection Fee	\$25.00	Application /processing fee: \$30.00 Residential: \$20.00 Commercial: \$100
After-hours Inspection Fee	No fee being charged currently	Application /processing fee: \$30.00 Residential: \$20.00 Commercial: \$100
Permit Renewal/Extension prior to Expiration	No fee being charged currently	Case by case basis decision will be made by the City.
Permit Renewal after Expiration	No fee being charged currently	Case by case basis decision will be made by the City.
Work without issuance of a permit	Twice the permit fee	Twice the permit fee
Contractor Registration	\$50.00	Application/processing fee - \$30 Registration fee - \$100 As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement).
Garage Sale Permit	\$2.00	\$5.00

Type of Fee	Existing Fee	Proposed Fee
Class I and Class II Signs - Permit Fee	\$100.00	Application/processing fee - \$30.00 Permitted Signage \$75.00 each signage with the sign area exceeding 72 square feet - \$150.00 each
Temporary/Portable Signs/Banners	No fee being charged currently	Application/processing fee - \$30.00 plus Permit fee - \$25.00 501 (c) organizations will be exempt from the permit fee requirement.
Sign Removal - Sign Seizure Fee	\$50.00	Application/processing fee - \$30.00 plus Permit fee - \$60.00
Sign Removal - Storage Fee (per day)	\$5.00	Application/processing fee - \$30 plus Permit fee -\$10
Master/ Common Signage Plan	No fee being charged currently	\$0.00
Certificate of Occupancy (built out)	\$25.00 (per application)	Application/processing fee - \$30.00 Nonresidential - \$50.00 (includes inspection)
Certificate of Occupancy - Change in Ownership or Name	\$25.00 (per application)	Application/processing fee - \$30.00
Temporary Certificate of Occupancy	No fee being charged currently	Application/processing fee - \$30.00 Nonresidential - \$50.00 (includes inspection)
Copy of Certificate of Occupancy	\$20.00	\$20.00
Name/Tenant Occupancy Change	\$25.00 (per application)	Application/processing fee - \$30.00 Nonresidential - \$50.00 (includes inspection)
Life/Safety Inspection Annual Registration	No fee being charged currently	\$0.00
Site Development Permit	Site development activities Civil construction	Site development activities Civil construction

Type of Fee	Existing Fee	Proposed Fee
	Grading Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250	Grading Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250 Flood Zone Confirmation: \$0.00 Floodplain development permit - \$100.00 Clearing - \$100.00
Sidewalk (fee in-lieu)	No fee being charged currently	\$7.00/square feet
Right-of-Way Construction Permit - Non-Franchise Utilities Must Register as Contractor with City	\$1000.00 (subject to additional fees, if deemed applicable)	\$1000.00 (subject to additional fees, if deemed applicable)
Right-of-Way Construction Permit - Franchise Must Register as Contractor with City	\$200.00 (subject to additional fees, if deemed applicable)	May not be allowed to charge a fee if there is a franchise agreement.
Drainage Pipe/Culvert	\$25.00	Residential - \$95.00 Commercial - \$300.00
Private Water Wells	\$200.00	Application/processing fee - \$30 Private water wells - \$200 Annual fee - \$25
Alarm Systems - Residential	Registration - Initial Residential Fee (per year) - \$25.00 Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00	Registration - Initial Residential Fee (per year) - \$25.00 Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00

Ok as-is... "if deemed applicable" covers this

Type of Fee	Existing Fee	Proposed Fee
	Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00	
Alarm Systems - Commercial	Registration - Initial Commercial Permit Fee (per year) - \$50.00 Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00	Registration - Initial Commercial Permit Fee (per year) - \$50.00 Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00
Pipeline Permit	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00
Fire Prevention and Life Safety Protection	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00
Animals		
Permit and Renewal	Initial Permit Application Fee - \$25.00 (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services. We have an officer do	TBD

Commented [KR5]: Add proposed fee after checking with the staff

Type of Fee	Existing Fee	Proposed Fee
	the inspection of the property which takes about an hour. Yearly Renewal Fee of Permit Application Fee - \$5.00 (chicken, duck, rabbit) Inspection of Grooming Facility: Permit Fee is paid through city hall We complete the inspection of the Facility which takes 1 hour by an ACO at \$19.50 an hour.	
Impoundment	First Impoundment: Spayed & Neutered Dogs and Cats \$25.00 Hours Required: 1 Cost per staff: \$19.50 Cost by Dept: \$15.00 Subsequent Impoundments: Spayed & Neutered Dogs & Cats &50.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$15.00 Owner Surrender of Spayed & Neutered Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of intact Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Subsequent impoundment of intact Dogs and Cats: \$100 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Owner Surrender of intact Dogs and Cats:\$75.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of Small Livestock: \$50.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 Cost by Dept: \$25.00 Subsequent impoundment of Small Livestock:\$100.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 hr. Cost by Dept: \$25.00 Impoundment of Large Livestock:\$50	TBD

Type of Fee	Existing Fee	Proposed Fee
	Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: Subsequent impoundment of Large Livestock: \$100.00 Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: Daily handling Fee for impounded Dogs and Cats: \$15.00 Hours Required: 3 ACO for a total of 16 hrs. a day between the officers. We are currently housing 60 animals and each day the ACO have to clean each kennel, feed twice a day and take outside. This takes approximately 16 hours of manpower a day. Daily handling fee for impounded Livestock: \$20.00 Hours Required: 1 Cost per Staff: \$19.50 Microchipping (registration): \$15.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$7.00 Adoption Fee: \$60.00 Hours Required: 1 Cost per Staff: \$19.50	
Commercial (exhibition, grooming, dealer, stables, others)	Show or Exhibition Permit Fee - \$100.00 Grooming Permit Fee - \$250.00 Dealer Permit (Retail and/or Wholesale Distributor) Fee - \$250.00 Commercial (Not Covered by Dealer) Fee - \$250.00 Commercial Stables Fee - \$250.00	TBD
Food/Health		
Alcoholic Beverages License (annual)	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).
Food Establishment Permit (annual)	Sit down Dining: # of Employees (full & part-time) 1-6 employees \$200.00	Square feet fee?

Commented [KR6]: Legal input needed on Senate Bill 577.

Commented [KR7]: Staff input is required.

Type of Fee	Existing Fee	Proposed Fee
	7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	
School Food Service Permit (annual)	# of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	CM input needed Enter proposed fees
Day Care Facility Food Permit (annual)	1-20 Children \$150.00 21-30 Children \$175.00 31-50 Children \$200.00 51-75 Children \$225.00 76-100 Children \$250.00 101-150 Children \$275.00 151-200 Children \$300.00 201-250 Children \$325.00 251-300+ Children \$350.00	CM input needed Enter proposed fees
Temporary Food Establishment Permit (single event up to 2 weeks) An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.	\$40.00	Health inspector input needed Enter proposed fees
Mobile Food Unit Permit (annual)	\$250.00	\$250.00
Additional Fees Food Permits:	Late Fee - \$50.00	Late Fee - \$50.00

Commented [KR8]: Update after discussing with staff

Commented [KR9]: Update after discussing with staff

Commented [KR10]: Update after discussing with staff

Type of Fee	Existing Fee	Proposed Fee
	Reinstatement Fee of Suspended Permit - \$75.00	Reinstatement Fee of Suspended Permit - \$75.00
	Re-inspection Fee - \$150.00	Re-inspection Fee - \$150.00
Garbage and Refuse Collection		
		Utility department input needed
Credit Access Business Registration		
Credit Access Business Registration (annual)	\$50.00	\$50.00
Others		
Peddlers, Solicitors, and Transient Merchant License	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00
Carnival License	Application Fee - \$250.00	\$500.00
Dance Hall Licenses (annual)	\$25.00	\$75.00
Amusement Redemption Machine Game Rooms	Initial certification fee for amusement redemption machine game room required: Up to 50 Amusement Redemption Machines - \$600.00 50 and Up to 75 Amusement Redemption Machines - \$900.00 More than 75 and Up to 100 Amusement Redemption Machines - \$1200.00 More than 100 and Up to 125 Amusement Redemption Machines - \$1500.00 For Each Amusement Redemption Machine Over 125 - \$12.00 Inspection and Amusement Redemption Machine Game Room License Fee (per machine) - \$50.00 Release of Machine Sealed for Non-Payment of License Fee - \$50.00	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00 7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00
Sexually Oriented Businesses (annual)	Permitting or Licensing Fee (annual) - \$1500.00 City to Conduct a Survey - \$1000.00	Permitting or Licensing Fee (annual) - \$1500.00
Taxation		
Issuance of tax Certificate	\$10.00	\$10.00

Commented [KR11]: Update after receiving CM input.

Type of Fee	Existing Fee	Proposed Fee
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	\$40.00	\$40.00
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	20%	20%
Vehicles for Hire		
TAXICABS, DIVISION 2. - (per car to be operated in the city for a 12-month period, ending December 31) TAXICABS, DIVISION 3. -	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00
Utilities		
Disconnect Fee	Currently \$25.00	\$30.00
Reconnect Fee	\$0.00	\$25.00
CAF fee	\$4000.00	CM input needed
Other fees – Utility staff input needed		

Parks and Recreation Existing Fee with Proposed Changes		
Mass Gathering	Application Fee - \$400.00 Inspection - \$200.00	No change proposed to mass gatherings. Recommended to add a deposit for following categories: Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required.

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON

CHAPTER 3 - ALCOHOLIC BEVERAGES

Sec. 3-2. - License required.

License Fee	<i>License fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</i>						
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Sec. 3-3. - Permit required.

Permit Fee	<i>Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</i>						
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CHAPTER 4 - ANIMALS

ARTICLE I. - IN GENERAL, DIVISION 1. - GENERALLY

Sec. 4-5. - Livestock.

Fee (Neutered Animal)	\$	5.00					
Fee (Non-Neutered Animal)	\$	10.00					

CHAPTER 4 - ANIMALS

ARTICLE I. - IN GENERAL, DIVISION 2. - DOMESTIC FOWL AND RABBITS

Sec. 4-16. - Permit fee permit application and inspection of premises.

Initial Permit Application Fee	\$	25.00					
Yearly Renewal Fee of Permit Application Fee	\$	5.00					

CHAPTER 4 - ANIMALS

ARTICLE III. - IMPOUNDMENT

Sec. 4-80 - Impoundment fees.

	<i>First Impoundment</i>	<i>Subsequent Impoundments</i>	<i>Owner Surrender</i>				
Dogs and Cats							
Neutered & Spayed:	\$ 25.00	\$50.00 plus \$15.00 micro chip	\$ 50.00				
Not Spayed or Neutered:	\$ 50.00	\$100.00 plus \$15.00 micro chip	\$ 75.00				
Small livestock, such as: goats, sheep, lambs, pigs, sows, shoats, calves, foals, and animals of the same approximate size and weight, each animal	\$ 50.00	\$ 100.00					
Large livestock, such as: cattle, horses, ponies, mules, and animals of the same approximate size and weight, each animal	\$ 50.00	\$ 100.00					
All Other Animals Not Listed Herein	<i>Animals not listed herein shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>						
Class A Daily Handling Fee	\$ 15.00						
Class B Daily Handling Fee	\$ 20.00						
Class C Daily Handling Fee	<i>Actual cost to the City of Angleton; not less than \$50.00.</i>						

CHAPTER 4 - ANIMALS

ARTICLE III. - IMPOUNDMENT

Sec. 4-81. - Adoption of impounded animal.

Fee for Adoption (<i>includes vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative</i>)	\$	60.00					
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CHAPTER 4 - ANIMALS

ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 1. - GENERALLY

Sec. 4-121. - Permit fees.

Show or Exhibition Permit Fee	\$	100.00					
Grooming Permit Fee	\$	250.00					

Dealer Permit (Retail and/or Wholesale Distributor) Fee	\$	250.00					
Commercial (Not Covered by Dealer) Fee	\$	250.00					
Commercial Stables Fee	\$	250.00					
CHAPTER 4 - ANIMALS							
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 2. - KENNELS							
Sec. 4-137. - License fee, issuance; violations.							
Kennel Licensing Fee	\$	200.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-16. - Building permit and inspection fees.							
Cost of Construction: \$1,000 and Less			<i>\$20.00 minimum fee.</i>				
Cost of Construction: \$1,000 to \$49,999			<i>\$20.00 for first \$1,000.00 of construction cost plus \$5.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$50,000 to \$99,000			<i>\$260.00 for first \$50,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$100,000 to \$499,999			<i>\$460.00 for first \$100,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$500,000 and Up			<i>\$1,660.00 for first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.</i>				
Plan Review			<i>The plan review fee shall be equal to one-half of the building permit fee.</i>				
Re-Inspection Fee			<i>A re-inspection fee of \$25.00 shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>				
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-17. - Permit for pouring driveways or other flatwork.							
Driveway and/or Flatwork Permit	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-19. - Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.							
Registration Fee	\$	50.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE V. - ELECTRICAL, DIVISION 6. - PERMITS							
Sec. 5-147. - Electrical permit fees.							
Minimum Permit Fee	\$	20.00					
Base Permit Fee	\$	7.50					
Outlets							
1-4 Outlets	\$	-					
Each Outlet Over 4	\$	0.50					
Each 220-Volt Outlet	\$	5.00					
Motors							
Up To, But Not Including, 1 Horsepower	\$	1.00					
At Least 1 Horsepower, But Less Than 2 Horsepower	\$	2.00					
At Least 3 Horsepower, But Less Than 10 Horsepower	\$	3.00					
At Least 11 Horsepower, But Less Than 25 Horsepower	\$	4.00					
At Least 26 Horsepower, But Less Than 150 Horsepower	\$	20.00					
Each Horsepower In Excess of 150 Horsepower (per Horsepower)	\$	0.15					
Lightning Arresters							
Lightning Arrester System Permit Fee	\$	2.00					
First \$1,000.00 Valuation of the Lightning Arrester System	\$	10.00					

Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System	\$	2.00					
Fire Alarm Systems							
Fire Alarm System Permit Fee	\$	2.00					
For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	10.00					
For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	2.00					
Sound Equipment							
Up To, But Not Including, 10 Watts Output	\$	10.00					
At Least 10 Watts, But Less Than 25 Watts, Output	\$	15.00					
At Least 25 Watts, But Less Than 100 Watts, Output	\$	25.00					
At Least 100 Watts, But Less Than 200 Watts, Output	\$	30.00					
Miscellaneous							
Meter Loop (Permanent or Temporary)	\$	7.50					
Spike Discharge Arrester in Distribution Enclosure	\$	4.00					
Motion Picture Machines	\$	15.00					
X-Ray Machines	\$	4.00					
Poles, Anchors, and Guy Stubs (except power company)	\$	0.50					
Incandescent Electric Signs (per circuit)	\$	3.00					
Gas Vacuum Tube Signs (per transformer)	\$	5.00					
Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified							
Up to 1 K.W. (inclusive, each)	\$	0.75					
Above 1 K.W. to 10 K.W. (per K.W.)	\$	0.50					
Above 10 K.W. to 50 K.W. (per K.W.)	\$	0.40					
Above 50 K.W. to 100 K.W. (per K.W.)	\$	0.30					
Above 100 K.W. (per K.W. for the first 100 K.W.)	\$	0.10					
Above 100 K.W. (per K.W. in excess of first 100 K.W.)	\$	0.05					
Re-Inspection Fee							
Re-Inspection Fee (Subject to Additional Charges)	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VI. - MECHANICAL CODE, DIVISION 5. - PERMITS AND INSPECTIONS							
Sec. 5-227. - Mechanical permit fees.							
Mechanical Permit Fee	\$	20.00					
Basic Permit Fee	\$	7.50					
For the first \$1,000.00 or Portion of \$1,000.00 Valuation	\$	10.50					
For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation	\$	2.00					
Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00	\$	2.00					
Re-Inspection (Subject to Additional Charges)	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VII. - PLUMBING, DIVISION 5. - PERMITS, TESTS AND INSPECTIONS							
Sec. 5-334. - Plumbing permit fees.							
Minimum Permit Fee	\$	20.00					
For Issuing Each Permit	\$	7.50					
For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping)	\$	4.00					

For each house sewer, whether new, replacement, or repaired	\$	7.50					
For Each Water Heater and/or Vent	\$	3.00					
For Each Gas Piping System Outlet	\$	2.00					
For Installation of Water Piping for Water Treating Equipment	\$	3.00					
For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads	\$	3.00					
For Each Additional Lawn Sprinkler Head Inspected After Five Heads	\$	0.50					
Re-Inspection	\$	25.00	<i>A re-inspection fee shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>				
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VIII. - SWIMMING POOLS							
Sec. 5-497. - Same - Amendments.							
Public Pool	\$	100.00					
Private Pool -- In-Ground	\$	50.00					
Private Pool -- Above-Ground	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS							
Sec. 5-526. - Permit - Required.							
Permit Fee	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS							
Sec. 5-529. - Fees.							
Permit Fee	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XI. - ALARM SYSTEMS							
Sec. 5-547. - Registration permits.							
Initial Residential Fee (<i>per year</i>)	\$	25.00					
Initial Commercial Permit Fee (<i>per year</i>)	\$	50.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XI. - ALARM SYSTEMS							
Sec. 5-553. - Fees and fines.							
<i>Residential Fees and Fines</i>							
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	25.00					
Fine for 4th & 5th False Alarm (Burglar) (<i>each</i>)	\$	50.00					
Fine for 6th & 7th False Alarm (Burglar) (<i>each</i>)	\$	75.00					
Fine for 8th or More False Alarm (Burglar) (<i>each</i>)	\$	100.00					
Fine for 4th False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	50.00					
Fine for 5th or More False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	75.00					
Fine for 4th False Alarm (Fire) (<i>each</i>)	\$	50.00					
Fine for 5th False Alarm (Fire) (<i>each</i>)	\$	75.00					
Fine for 6th or More False Alarm (Fire) (<i>each</i>)	\$	100.00					
<i>Commercial Fees and Fines</i>							
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	50.00					
Fine for 4th & 5th False Alarm (Burglar) (<i>each</i>)	\$	50.00					
Fine for 6th & 7th False Alarm (Burglar) (<i>each</i>)	\$	75.00					
Fine for 8th or More False Alarm (Burglar) (<i>each</i>)	\$	100.00					
Fine for 4th False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	100.00					

Fine for 5th or More False Alarm (Hold-Up/Panic) (each)	\$	200.00					
Fine for 4th False Alarm (Fire) (each)	\$	100.00					
Fine for 5th False Alarm (Fire) (each)	\$	200.00					
Fine for 6th or More False Alarm (Fire) (each)	\$	300.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XIII. - PIPELINE REGULATIONS							
Sec. 5-609. - Fees.							
New Pipeline Permit Fee	\$	1,200.00					
Adjusted, Relocated, or Replaced Pipeline Permit Fee	\$	500.00					
Transfer of Ownership Fee	\$	50.00					
CHAPTER 7 - FIRE PREVENTION AND PROTECTION							
ARTICLE I. - IN GENERAL							
Sec. 7-3. - Permit fees.							
Permit Fees	\$	20.00					
CHAPTER 7 - FIRE PREVENTION AND PROTECTION							
ARTICLE VI. - LIFE AND/OR SAFETY HAZARDS							
Sec. 7-94. - Permit fees.							
Installation of Any Underground or Above Ground Flammable or Combustible Storage Tank	\$	50.00					
Installation of an Automatic Fire Alarm System or Addition to an Existing System	\$	25.00					
Installation of a Fire Suppression System or Addition to an Existing System Excluding Restaurant Vent Hoods	\$	75.00					
CHAPTER 8.5 - FOOD AND FOOD ESTABLISHMENTS							
ARTICLE II. - PERMIT							
Sec. 8.5-12. - Fees.							
<i>Annual Food Establishment Fees</i>							
0-1000 sq. ft.	\$	200.00					
Over 1,000 sq. ft.	\$	300.00					
<i>School Food Service</i>							
<i>Based on square footage kitchen/food operation as set out above.</i>							
<i>Day Care Facility</i>							
Day Care Facility	\$	150.00					
<i>Temporary Food Establishment</i>							
Temporary Food Establishment	\$	40.00					
Late Fee	<i>Permit not to exceed 7 days and valid for one event. An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.</i>						
<i>Late Fees (if permit not renewed prior to expiration of event)</i>							
Late Fees	\$	50.00					
<i>Reinstatement Fee of Suspended Permit</i>							
Reinstatement Fee of Suspended Permit	\$	75.00					
<i>Re-inspection Fee</i>							
Re-inspection Fee	\$	150.00					
<i>Mobile Food Unit Permit Fee</i>							
Mobile Food Unit Permit Fee	\$	250.00					

CHAPTER 9 - GARBAGE AND REFUSE							
ARTICLE II. - COLLECTION							
Sec. 9-21. - Garbage and refuse collection rates.							
<i>Rates for Section 9A - Residential</i>							
Residential Monthly Cost	\$	19.30					
Extra Trash Carts (Monthly)	\$	10.80					
Extra Recycling Carts (Monthly)	\$	10.80					
<i>Rates for Section 9B - Hand Pick Commercial</i>							
90 Gallon Monthly Container Fee - Times Picked-Up Per Week							
		<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>		
First Container	\$	24.30	\$ 36.20	\$ 48.20	\$ 60.20		
Each Additional Container	\$	12.90	\$ 23.70	\$ 34.40	\$ 45.20		
Replacement of carts due to negligence by customer (each)	\$	56.00					
<i>Rates for Section 9C - Regular Commercial and Industrial</i>							
Front Load Monthly Fee - Times Picked-Up Per Week							
		<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>	<i>Five Times</i>	<i>Six Times</i>
Two-Yard Container	\$	54.80	\$ 95.50	\$ 137.40	\$ 178.10	\$ 220.00	\$ 269.10
Three-Yard Container	\$	74.00	\$ 120.70	\$ 167.40	\$ 214.00	\$ 260.70	\$ 314.60
Four-Yard Container	\$	85.90	\$ 138.60	\$ 190.10	\$ 242.80	\$ 294.30	\$ 354.10
Six-Yard Container	\$	112.30	\$ 180.50	\$ 254.80	\$ 329.00	\$ 403.20	\$ 476.30
Eight-Yard Container	\$	131.40	\$ 229.60	\$ 329.00	\$ 427.20	\$ 526.60	\$ 624.80
Casters and Locking Devices (per item, per month)	\$	8.10					
Front Load Compactor Service							
		<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>	<i>Five Times</i>	<i>Six Times</i>
Two-Yard Container	\$	107.50	\$ 188.90	\$ 272.70	\$ 354.10	\$ 438.00	\$ 536.20
Three-Yard Container	\$	145.80	\$ 239.20	\$ 332.60	\$ 426.00	\$ 519.40	\$ 627.20
Four-Yard Container	\$	169.60	\$ 275.10	\$ 378.10	\$ 483.50	\$ 586.50	\$ 706.20
Six-Yard Container	\$	222.40	\$ 358.90	\$ 507.40	\$ 655.90	\$ 804.40	\$ 950.50
Eight-Yard Container	\$	260.70	\$ 457.10	\$ 655.90	\$ 852.30	\$ 1,051.10	\$ 1,247.50
Casters and Locking Devices (per item, per month)	\$	8.10					
<i>Rates for Section 9D - Intermittent Commercial and Industrial</i>							
Front Load Container							
		<i>Two-Yard</i>	<i>Three-Yard</i>	<i>Four-Yard</i>	<i>Six-Yard</i>	<i>Eight-Yard</i>	
Each Extra Pick-Up	\$	50.00	\$ 52.40	\$ 54.80	\$ 59.60	\$ 68.00	
Delivery Charges and Discontinued Removals	\$	62.00					
Commercial Roll Off Container							
		<i>Delivery</i>	<i>Day Rental</i>	<i>Haul</i>	<i>Deposit</i>		
Twenty-Yard	\$	121.90	\$ 5.70	\$ 319.40	None		
Thirty-Yard	\$	121.90	\$ 5.70	\$ 361.30	None		
Forty-Yard	\$	121.90	\$ 5.70	\$ 391.30	None		
<i>Additional \$26.20 per ton for over six tons for all sizes.</i>							
Compactor Service							
		<i>Delivery</i>	<i>Day Rental</i>	<i>Haul</i>	<i>Install</i>	<i>Deposit</i>	
Twenty-Eight Yard	\$	121.90	\$ 16.10	\$ 355.40	TBD	None	
Thirty-Yard	\$	121.90	\$ 16.10	\$ 373.30	TBD	None	
Thirty-Five Yard	\$	121.90	\$ 16.10	\$ 403.20	TBD	None	
Forty-Yard	\$	121.90	\$ 16.10	\$ 373.30	TBD	None	
Forty-Two Yard	\$	121.90	\$ 21.90	\$ 403.20	TBD	None	

CHAPTER 9 - GARBAGE AND REFUSE							
ARTICLE III. - COMMERCIAL GARBAGE COLLECTION AND FRANCHISES							
Sec. 9-39. - Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly identified.							
Application Processing Fee	\$	100.00					
Franchise Fee (<i>percent of amount actually billed</i>)		5%					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VI. - CREDIT ACCESS BUSINESSES							
Sec. 13-130. - Registration application.							
Application Fee	\$	50.00					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VII. - MASS GATHERINGS							
Sec. 13-161. - Permit requirements.							
Permit Application Fee	\$	400.00					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VI. - MASS GATHERINGS							
Sec. 13-168. - Inspection fees.							
Inspection Fee	\$	200.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE II. - LICENSES AND PERMITS							
Sec. 14-21. - Licenses for manufactured home parks.							
License Fee	\$	50.00					
Renewal Fee	\$	50.00					
Additional Fee for Each Manufactured Home Space Over Five Spaces	\$	10.00					
Transfer Fee	\$	50.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE V. - TEMPORARY CONSTRUCTION USE							
Sec. 14-82. - Licensing.							
License Fee	\$	50.00					
License Renewal Fee	\$	50.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE VI. - RECREATIONAL VEHICLES, DIVISION 2. - RECREATIONAL VEHICLE PARKS							
Sec. 14-122. - License issuance; fee.							
Inspection Fee	\$	15.00					
Permit Fee	\$	15.00					
Annual License Fee (per recreational vehicle space)	\$	20.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE VI. - RECREATIONAL VEHICLES, DIVISION 2. - RECREATIONAL VEHICLE PARKS							
Sec. 14-123. - Transfer of license; fee.							
Transfer Fee (per recreational vehicle space)	\$	20.00					
CHAPTER 15 - MUNICIPAL COURT							
ARTICLE II. - MUNICIPAL COURT OF RECORD							
Sec. 15-37. - Appeals.							
Fee for the Preparation of the Clerk's Record	\$	25.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17-1. - Recreation center fees.

Family (monthly)	\$	44.00					
Individual (monthly)	\$	32.00					
Senior Family (monthly)	\$	35.00					
Senior Individual (monthly)	\$	25.00					
First Responder/Military Family (monthly)	\$	35.00					
First Respondent/Military Individual (monthly)	\$	25.00					
Youth (monthly)	\$	25.00					
Adult Day Rate	\$	5.00					
Youth Day Rate	\$	4.00					
Child Day Rate	\$	4.00					
Spectator	\$	2.00					
Swim Diaper	\$	2.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-45. - User fees and obligations.

Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$	200.00					
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$	250.00					
Deposit for Cleaning (per tournament)	\$	100.00					
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$	20.00					
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$	15.00					
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$	20.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-77. - Use of city parks by athletic teams.

Fee per Athletic Team	\$	20.00					
Tournament (per team, per tournament)	\$	10.00					
Use for Practice (per team, per day)	\$	10.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-79. - Rental and deposit rates for pavilion and park rental facilities.

		Rate	Deposit				
Two Hours (Non-Resident)	\$	35.00	\$ 50.00				
Two Hours (Resident)	\$	25.00	\$ 50.00				
Four Hours (Non-Resident)	\$	60.00	\$ 50.00				
Four Hours (Resident)	\$	50.00	\$ 50.00				
All Day (Non-Resident)	\$	85.00	\$ 50.00				
All Day (Resident)	\$	75.00	\$ 50.00				

CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

ARTICLE II. - LICENSING AND REGISTRATION

Sec. 18-3. - Licensing; exemptions.							
Application Fee for License	\$	100.00					
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS							
ARTICLE II. - LICENSE TRANSFERABILITY AND EXHIBITION OF LICENSE							
Sec. 18-6. - License transferability and exhibition of license.							
Fee for Each Additional Person's Photo Identification	\$	15.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE II. - CARNIVALS, DIVISION 2. - LICENSES							
Sec. 21-29. - Fee.							
License Fee	\$	250.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE III. - DANCES AND DANCE HALLS, DIVISION 2. - DANCE HALL LICENSES							
Sec. 21-69. - Fee.							
Dance Hall License Fee (<i>annual</i>)	\$	25.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-152. - Local initial certification fee for amusement redemption machine game room required.							
Up to 50 Amusement Redemption Machines	\$	600.00					
More than 50 and Up to 75 Amusement Redemption Machines	\$	900.00					
More than 75 and Up to 100 Amusement Redemption Machines	\$	1,200.00					
More than 100 and Up to 125 Amusement Redemption Machines	\$	1,500.00					
For Each Amusement Redemption Machine Over 125	\$	12.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-153. - Local license fee for amusement redemption machine game room required.							
Inspection and Amusement Redemption Machine Game Room License Fee (<i>per machine</i>)	\$	50.00					
Release of Machine Sealed for Non-Payment of License Fee	\$	50.00					
CHAPTER 21.3 - SECONDHAND GOODS							
ARTICLE II. - GARAGE SALES							
Sec. 21.3-22. - Garage sale regulations.							
Garage Sale Permit Fee	\$	2.00					
CHAPTER 21.4 - SEXUALLY ORIENTED BUSINESSES							

ARTICLE II. - LICENSE							
Sec. 21.4-23. - Fees.							
Permitting or Licensing Fee (annual)	\$	1,500.00					
City to Conduct a Survey	\$	1,000.00					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-18. - Fees.							
Permitting Fee - Class I Sign	\$	100.00					
Permitting Fee - Class II Sign	\$	40.00					
Permitting Fee - Temporary, Nonprofit, Portable Signs	\$	-					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-20. - Sign maintenance and removal.							
Sign Seizure Fee	\$	50.00					
Daily Storage Fee (per day)	\$	5.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE II. - STREETS; DIVISION 2. - OBSTRUCTIONS							
Sec. 22-34. - Enforcement.							
Minimum Fee for Trimming, Pruning, or Removal Service	\$	10.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE IV. - RIGHTS-OF-WAY							
Sec. 22-61. - Application fees for permits to use rights-of-way.							
Non-Franchise Utilities Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	1,000.00					
Franchise (e.g. Southwestern Bell, Entex, and Texas New Mexico) Utility Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	200.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE II. - SUBDIVISION AND DEVELOPMENT DESIGN							
Sec. 23-20. - Park dedication and recreation improvements.							
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per single-family residential subdivision)	\$	575.00					
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per dwelling unit in a duplex, townhouse, apartment, or other multi-family development)	\$	475.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
Ordinance No. 20190528-021							
Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)	\$	536.70					
Sanitary Sewer Capacity Acquisition Fee	Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below.						
Capacity Acquisition Fee Study Fee	\$	4,000.00					
<i>Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality. of the Code of Ordinances of the City of Angleton.</i>							
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE III. - PUBLIC IMPROVEMENT RESPONSIBILITIES, DIVISION 3. - SPECIAL AGREEMENTS							
Sec. 23-36. - Development and public improvement agreements.							
Administrative Fee Based on Project Cost (up to \$10,000.00)		5%					
CHAPTER 24 - TAXATION							

ARTICLE I. - IN GENERAL

Sec. 24-1. - Issuance of tax certificates.

Issuance of Tax Certificate	\$	10.00					
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CHAPTER 24 - TAXATION

ARTICLE II. - AD VALOREM TAXES

Sec. 24-16. - Penalty for delinquent ad valorem taxes.

Penalty for Delinquent Ad Valorem Taxes (<i>based on amount of taxes to be paid</i>)		20%					
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CHAPTER 26 - UTILITIES

ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS

Subdivision 11. - Miscellaneous Provisions

Sec. 26-54-127. - Industrial wastewater surcharge; generally.

Surcharges for All Other Pollutants (<i>per contaminant, per day</i>)	\$	25.00					
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CHAPTER 26 - UTILITIES

ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS

Subdivision 11. - Miscellaneous Provisions

Sec. 26-54.128. - Surcharge rates and administrative fees.

Permit Preparation Fee	\$	300.00					
Industrial Compliance Inspections (<i>per hour, min. of 20 hours</i>)	\$	35.00					
Biochemical Oxygen Demand (BOD) (per pound)	\$	0.42					
Chemical Oxygen Demand (COD)	\$	0.12					
Total Suspended Solids (TSS)	\$	0.47					

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-71. - Water/sewer rates - Inside city service.

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			0K to 8K	8K to 23K	23K to 48K	over 48K	
Table I - Residential (<i>ind. meter</i>)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table II - Multifamily (<i>master meter</i>)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage	Maximum Monthly Charge
Table II - Multifamily (<i>master meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A

Table V - Sewer Only Customer
Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-72. - Water/sewer rates - Outside city service.							
Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			<i>0K to 8K</i>	<i>8K to 23K</i>	<i>23K to 48K</i>	<i>over 48K</i>	
Table I - Residential (<i>ind. meter</i>)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table II - Multifamily (<i>master meter</i>)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (<i>ind. meter</i>) under the Outside City Rate Table.						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$ 12.30	0 Gallons			\$ 3.38	\$ 56.24	
Table II - Multifamily (<i>master meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table III - Commercial (<i>ind. meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table IV - Commercial (<i>master meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table V - Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73. - Deposits.							
Deposit for All New Water Customers	\$ 100.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73.1 - Deposits/connect fee.							
Connect Fee (<i>taken from Deposit for All New Water Customers</i>)	\$ 25.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73.2 - Closing of account.							
Refund of Remaining Deposit	\$ 75.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-74. - Penalties.							
Penalty on Any Unpaid or Past Due Account (<i>minimum</i>)	\$ 10.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-74.1. - Disconnect.							
Disconnect/Reconnect Fee	\$ 25.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-75. - Water meter and sewer tap direct cost recovery fees.							
<i>The Ordinance references an "Exhibit A," containing the fees charged by the city to new accounts for water and/or sewer taps. No Exhibit A observed.</i>							
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							

Sec. 26-75.1. - Charges for water meter installations and sewer taps.							
Water Meter Installations							
3/4" Meter Fee	\$	500.00					
1" Meter Fee	\$	575.00					
1 1/2" Meter Fee	\$	1,000.00					
2" Meter Fee	\$	1,200.00					
Sewer Taps							
4" Sewer Tap Fee	\$	700.00					
6" Sewer Tap Fee	\$	950.00					
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-76. - Capital cost recover fees							
<i>Inside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$	156.00					
1" Meter Pipe Size Fee	\$	168.00					
1 1/2" Meter Pipe Size Fee	\$	192.00					
2" Meter Pipe Size Fee	\$	216.00					
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Outside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$	312.00					
1" Meter Pipe Size Fee	\$	336.00					
1.5" Meter Pipe Size Fee	\$	384.00					
2" Meter Pipe Size Fee	\$	432.00					
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Other Water and Sewer Capital Cost Recovery Fees</i>							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>inside the corporate city limits</i>)	\$	156.00					
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>outside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>inside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>outside the corporate city limits</i>)	\$	624.00					
Fee for Each Unit Using the Sewer Tap (<i>per unit</i>) After the First Unit Using the Sewer Tap	\$	200.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>inside the corporate city limits</i>)	\$	400.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>outside the corporate city limits</i>)	\$	800.00					
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-77. - Charges for misuse of utility service or meter.							
First Offense	\$	15.00					
Second Offense	\$	30.00					
Third Offense	\$	50.00					
Fourth Offense	<i>Legal Action</i>						
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-94. - Deposits and fees.							

Residential Deposit & Connection Fee (for new customers)	\$	100.00					
Commercial Deposit (or, amount to cover one month's bill)	\$	100.00					
High Volume Account Deposit (or, amount to cover one month's bill)	\$	400.00					
Apartment Deposit (per unit or amount to cover one month's bill)	\$	100.00					
Trailer Space Deposit (per unit or amount to cover one month's bill)	\$	100.00					
Late Fee (percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)		10% or \$10.00 (whichever is greater)					
Disconnect Fee	\$	25.00					
Returned Check Fee	\$	30.00					
Install Lock on Meter (to terminate service)	\$	25.00					
Plug or Pull Meter (to terminate service)	\$	75.00					
Accuracy Test (if meter is correct)	\$	50.00					
Transfer of Service	\$	25.00					
Two Week Clean-Up (plus usage)	\$	10.00					
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-101. - Private water wells.							
Permit Fee	\$	200.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS							
Sec. 27-49. - Fee.							
Permit Issuance Fee (per car to be operated in the city for a 12-month period, ending December 31)	\$	50.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT							
Sec. 27-65. - Issuance of permit; fee.							
Background Information Check Fee	\$	10.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE III. - VEHICLE TOWING							
Sec. 27-91. - Fees for nonconsent tows.							
Fee for Nonconsent Tow			<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>				
CHAPTER 28 - ZONING							
ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION							
Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.							
Waiver Request Fee	\$	100.00					
Rezoning Application Fee (if waiver request granted before expiration date)			<i>150% of the zoning application fee</i>				
CHAPTER 30 - SPECIAL DISTRICTS							
ARTICLE I. - GENERAL							
Sec. 30.5. - Deposit against expenditures.							
Initial Deposit Sum	\$	25,000.00					
Additional Deposit Sum	\$	10,000.00					