



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Christiene Daniel, Mark Gongora, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, APRIL 25, 2023, AT 6:00 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

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

1. Presentation of April 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.
2. Presentation of Angleton Police Officer of the Year by the Exchange Club of Angleton.
3. Presentation for dedication and leadership with Angleton University.
4. Presentation of Municipal Clerk Week Proclamation.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

5. Discussion and possible action on Resolution No. 20230425-005 by the City of Angleton, Texas ("city") denying the distribution cost recovery factor rate request of Texas-New

Mexico Power company made on or about April 5, 2023; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

6. Discussion and possible action on an AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.
7. Discussion and possible action to include Brazoria County and Angleton Independent School District employees to the Angleton Recreation Center discount categories.
8. Discussion and possible action to approve the budget schedule for Fiscal Year 2023-24.

REGULAR AGENDA

9. Discussion and update by the Texas Department of Transportation (TxDot) on the traffic light located at Highway 35 and 288B and any other potential concerns.
10. Discussion and possible action on Ordinance No. 20230425-010 an ordinance altering the prima face speed limits established for vehicles under the provision of 545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, of parts thereof, within the corporate limits of the City of Angleton, as set out in this ordinance; and providing a penalty of a fine not to exceed \$200 for the violation of this ordinance.
11. Presentations by CSRS, Grant Works and HCH Enterprises on the Grant Writing and Administration Services Request for Proposal (RFP).
12. Discussion and possible action to approve one of the three submissions for the Grant Writing and Administration Services RFP.
13. Discussion and possible action on a response to the Final Plat for Windrose Green Section 3 Subdivision disapproval on 4/11/2023 by City Council. The subject property consists of 23.70 acres, 122 Lots, 3 Blocks, 4 Reserves, in the T.S. Lee Survey, Abstract #318, 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.
14. Discussion, and possible action on a Development Agreement (D.A.) for Ashland Development located north of Anchor Rd., East of FM521, and west of SH 288, ANGLETON, TEXAS, between the City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for approximately 879.9 acres of land located in the City's extraterritorial jurisdiction ("ETJ").
15. Discussion and possible action on the preliminary plat of Ashland Section 2 (Action Item tabled 4/11/2023)

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, 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: Thursday, April 20, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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.

Office of the **MAYOR** City of Angleton, Texas **Proclamation**

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, be it resolved, the City of Angleton, does hereby proclaim April 30 through May 6 as Professional Municipal Clerks Week and further extends appreciation to our professional Municipal Clerk, Michelle Perez and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent and proclaim the week of April 30 to May 6 as:

“Professional Municipal Clerks Week”

PROCLAIMED this 25th day of April, 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/25/23

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on Resolution No. 20230425-005 by the City of Angleton, Texas (“city”) denying the distribution cost recovery factor rate request of Texas-New Mexico Power company made on or about April 5, 2023; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

DENIAL OF APPLICATION FOR APPROVAL OF A RATE CHANGE SUBMITTED BY TEXAS-NEW MEXICO POWER COMPANY AND AUTHORIZATION TO PARTICIPATE IN PROCEEDINGS AT THE PUBLIC UTILITY COMMISSION OF TEXAS

BACKGROUND

On April 5, 2023 Texas-New Mexico Power Company (“TNMP”) submitted an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”) to increase its annual revenues by approximately \$14.8 million. TNMP proposes to implement this increase on September 1, 2023.

TNMP’s application affects all retail electric providers (“REPs”) serving end-use retail electric customers in TNMP’s service-area and will affect the retail electric customers of those REPS to the extent the REPS choose to pass along these charges to their customers, which we expect REPs to attempt to do.

A DCRF permits TNMP to recover a profit on the incremental investment it made in its distribution assets during the one-year period year following the end of the test year in its last general rate case or DCRF proceeding, whichever is the most recent; that one-year period for this filing is January 1, 2022 through

December 31, 2022. During that period TNMP’s incremental increase in distribution capital assets from TNMP’s 2022 DCRF application is about \$157.0 million. A DCRF filing is a streamlined single-issue proceeding outside of a comprehensive base rate case that moves very quickly. The Commission’s rules dictate, absent good cause, that September 1 of the year in which the DCRF application is made is the effective date for new rates. This means, absent good cause, the case will be resolved in approximately 150 days. Discovery is also very limited allowing parties to serve, absent good cause, no more than 20 requests for information and requests for admissions of fact. Finally, the City must make its final decision within 60 days of the filing of the application or here, by no later than June 4, 2023.

REPRESENTATION

The law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the Alliance of Texas-New Mexico Power Municipalities (“ATM”) in rate matters involving TNMP, including its most recent comprehensive base rate. Similarly, the firm has represented other Texas cities dealing with rate case matters, therefore providing a depth of experience in dealings with TNMP and the Public Utility Commission of Texas (“PUCT” or “Commission”).

CITY JURISDICTION AND RATE CASE EXPENSES

The City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Section 33.001 of PURA, has exclusive original jurisdiction over TNMP’s rates, operations, and services within the municipality, and specifically over TNMP’s requested change in rates to recover increased distribution costs under Section 36.210 of PURA. Also, cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by ATM will submit monthly invoices to ATM that will be forwarded to TNMP for reimbursement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

TNMP filed its Application for Approval for a DCRF with the City on the same date it filed its application with the Public Utility Commission of Texas. It is important to participate in the Commission’s proceeding because its final decision will impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the PUCT, including any appeal of the City’s decision on rates.

ACTION: DENIAL OF TNMP’S PROPOSED RATE INCREASE

TNMP’s application presents complex issues that merit careful review. The City only has 60 days to act on TNMP’s request. If the City has not acted within 60 days, the application is deemed denied and appealed to the PUCT to be consolidated with the DCRF proceeding pending at the PUCT. And even if the City approves TNMP’s application, under state law, even the approval is “deemed” appealed to the PUCT.

The application was filed on April 5, 2023; therefore, the City has until June 4, 2023 to act. It is virtually impossible for the City to set just and reasonable rates before the expiration of City’s jurisdiction at the 60-day mark. Denial does not preclude the City’s special regulatory counsel and experts an opportunity to perform a review of TNMP’s application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. Further, a denial will not eliminate the possibility of resolving the proceeding through settlement.

RECOMMENDATION

It is recommended that the City deny TNMP's application to increase its DCRF rates.

It is also recommended that the City retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to TNMP's DCRF filing and to advise the City with regard to TNMP's application, and that the City intervene in the proceeding before the Public Utility Commission of Texas, and represent the City in appeals, if any, regarding TNMP's application.

The City must take action no later than June 4, 2023, but it is recommended that the City take action as early as possible to allow for full participation in proceedings before the Public Utility Commission of Texas.

RESOLUTION NO. 20230425-005

RESOLUTION BY THE CITY OF ANGLETON, TEXAS (“CITY”) DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE REQUEST OF TEXAS-NEW MEXICO POWER COMPANY MADE ON OR ABOUT APRIL 5, 2023; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on about April 5, 2023, Texas-New Mexico Power Company (“TNMP”) filed an application for approval to amend its Distribution Cost Recovery Factor (“DCRF”) with the City that will increase TNMP’s rates effective September 1, 2023; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over TNMP’s rates, operations, and services within the municipality, and specifically over its requested amendment to its DCRF under Chapter 36, §36.210; and

WHEREAS, TNMP seeks to include in rates a profit related to its incremental investment in distribution assets it has made from January 1, 2022 through December 31, 2022; and

WHEREAS, the inclusion of TNMP’s profit on its investment in distribution assets in rates, has the effect of increasing TNMP’s revenue requirement by approximately \$14.8 million; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date, or June 4, 2023; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of TNMP’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating TNMP’s rate request, it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by TNMP to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Texas-New

Mexico Power Municipalities Cities (“ATM”) and hereby continues its participation in ATM; and

WHEREAS, TNMP simultaneously filed an application for approval of a DCRF with the Public Utility Commission of Texas, and therefore the decision of the Public Utility Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers in TNMP’s service territory, and in order for the City’s participation to be meaningful, it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, TNMP failed to show that its proposed rate change in rates is reasonable and therefore the City has concluded that TNMP’s proposed rate change is unreasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS THAT:

SECTION 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

SECTION 2. The City **DENIES** the rate change TNMP requested on or about April 5, 2023.

SECTION 3. The City authorizes intervention in proceedings related to TNMP’s application for approval of its DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as the Alliance of Texas-New Mexico Power Municipalities (“ATM”).

SECTION 4. The City hereby orders TNMP to reimburse the City’s rate case expenses as provided in the Public Utility Regulatory Act and that TNMP shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or to related proceedings involving TNMP before the City, the Public Utility Commission of Texas, or any court of law.

SECTION 5. Subject to the right to terminate engagement at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving TNMP before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of TNMP’s rate application subject to approval by the City.

SECTION 6. The City, through its participation in ATM, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to TNMP for reimbursement.

SECTION 7. A courtesy copy of this resolution shall be sent to Texas-New Mexico Power Company, care of Mr. Scott Seamster, Texas-New Mexico Company, 577 N.

Garden Ridge Blvd. Lewisville, Texas 75067; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756.

SECTION 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

SECTION 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS 25TH DAY OF APRIL, 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/25/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on an AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$55,620.00 **FUNDS REQUESTED:** NA

FUND: 40-506-520

EXECUTIVE SUMMARY:

On June 6, 2022, Angleton Better Living Corporation authorized use of funds to rehabilitate the tennis courts on Downing Street as a partnership with the Angleton Independent School District. The city authorized an interlocal agreement with the Angleton Independent School District in 2022. Each party agreed to pay fifty percent (50%) of the tennis court rehabilitation and fencing cost.

City staff advertised a Request for Proposals for the tennis court rehabilitation project on September 1, 2022 with a closing date of September 15, 2022 at 2pm. The City of Angleton received one proposal from a reputable company, McKenna Contracting, Inc., and would like to proceed with the tennis court rehabilitation.

The city will invoice Angleton Independent School District for their portion of the project upon receipt of an invoice from McKenna Contracting, Inc. for the project. The project is estimated to be complete within ninety (90) days from the start date.

RECOMMENDATION:

Staff recommends City Council approve the AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.

SUGGESTED MOTION:

I move we approve the AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of «April » in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner & City:

Angleton Independent School District, an independent school district organized under Chapter 11 of the Texas education Code and defined as a local government in Texas Government Code Section 791.003, 1900 N Downing Street, Angleton, Texas 77515 and the City of Angleton, Texas a home rule municipality jointly in accordance with the Interlocal Agreement executed and approved by the parties in 2022.

« »
« »
« »

and the Contractor:

Sandra Speck
McKenna Contracting, Inc.
21755 N Freeway, Building #9
Spring, TX 77388
(281) 687-0384
sandra@classicsportshouston.com

for the following Project:

Angleton Independent School District Downing Street Tennis Courts
1900 N Downing Street
Angleton, TX 77515

The City:

(Name, legal status, address and other information)

City of Angleton, a municipal corporation
121 S. Velasco St., Angleton, Texas 77515.

The Owner, City, and Contractor agree as follows.

The Owner and the City previously agreed to provide funding and the parties may hire one or more contractors to maintain, improve, and repair the tennis courts on Owner property as set forth in the Interlocal Agreement between Owner and City. Owner previously agreed to permit and license the City to enter onto the property to repair, construct, and maintain the tennis courts and to hire Contractor.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the City acting but no later than April, _____, 2023

Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The City shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract, only upon approval. The Contract Sum shall be «Fifty-five thousand, six hundred twenty and no cents » (\$ «55,620.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Refer to Detailed Bid Form. _____		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day.

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« None, N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments N/A

§ 5.1.1 Based upon Applications for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the City not later than the «23rd » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «last » day of the «following » month. If an Application for Payment is received by the City after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «sixty » («60 ») days after the City receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.) This provision inapplicable as a lump sum payment shall be made upon Acceptance by City.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the City may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment. N/A

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. N/A

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

N/A

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the City determines, in the City’s professional judgment, to be reasonably justified.

N/A

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the City has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

N/A

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«10% »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«N/A »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the City.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the City’s final Certificate for Payment, or as follows:

«N/A »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The City will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the City.)

«City of Angleton »
«121 S Velasco
«Angleton, TX 77515 »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution, that shall be utilized only in the event Mediation is unsuccessful, shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *Mediation*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the City or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the City's convenience in accordance with Article 14 of AIA Document A201–2017:

«\$0.00 »

§ 7.2 The Work may be suspended by the City as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 (General Conditions) or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative is the City:

(Name, address, email address, and other information)

«City Manager Chris Whittaker or Designee, Megan Mainer »

«City of Angleton »

«901 S Velasco »

«Angleton, TX 77515 »

«Tel: (979) 849-4364 Ext 4101 »

« mmainer@angleton.tx.us »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

«Sandra Speck McKenna Contracting, Inc. 21755 N Freeway, Building #9Spring, TX 77388(281) 687-

0384sandra@classicsporthouston.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents, and as set forth in Attachment D to the Request for Bid. Worker's Compensation and employer's liability coverage applicable to the laws of the State of Texas with a minimum liability limit of \$100,00.00; Comprehensive general liability insurance with combined

bodily injury and property damage of not less than \$1,000,000.00 per occurrence; all subcontractors shall have insurance as set forth in Exhibit D.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS (NOT APPLICABLE)

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

.5 Drawings

Number	Title	Date
NA		

.6 Specifications

Section	Title	Date	Pages
Refer to Bid No. P-20220901			

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered upon and executed by all parties.

OWNER (Signature)
 « »

 (Printed name and title)

CONTRACTOR (Signature)
 « »

 (Printed name and title)

CITY (Signature)
 « »

 (Printed name and title)



REQUEST FOR BID

CITY OF ANGLETON TENNIS COURT REHABILITATION

BID NO. P-20220901



REQUEST FOR BID

The City of Angleton is seeking a qualified and properly equipped contractor to repair and resurface tennis courts to U.S. Tennis Association (USTA) specifications and in compliance with the Americans with Disabilities Act. The City of Angleton will accept sealed bids until 2:00 p.m. on Thursday, September 15, 2022, at the following address:

**Attention: Office of the City Secretary
Attention: Michelle Perez
City of Angleton – City Hall
121 South Velasco Street
Angleton, TX 77515**

SUBMISSION

All sealed REQUEST FOR BID should include all documents as required. The bid shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit three copies and one electronic version (thumb drive preferred).

FACSIMILIE OR EMAIL TRANSMITTALS **WILL NOT** BE ACCEPTED.

Submission of bid:

Bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>

Mail/hand deliver to: 121 S Velasco
Office of the City Secretary
Angleton, Texas 77515
RFQ: P-20220901
Closing: 2:00 P.M., Thursday, September 15, 2022 (CST)

Label Envelope: “**NO. P-20220901: City of Angleton Tennis Court Rehabilitation**”

CLOSING

ALL RESPONSES MUST BE RECEIVED IN THE CITY OF ANGLETON CITY SECRETARY OFFICE BEFORE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

LATE SUBMISSIONS

Bids received in the City Secretary Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

QUESTIONS

Any questions, Technical and/or Non-Technical pertaining to this bid must be submitted to Megan Mainer, mmainer@angleton.tx.us. The deadline to ask questions is Monday, September 12, 2022, at 12:00 noon (CST). Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the

submission deadline. Any material information given to one proposer concerning a bid will be furnished addendum to all proposers who have been issued the Request for Bid.

BACKGROUND

This is a contract with the City of Angleton to repair and resurface tennis courts to U.S. Tennis Association (USTA) specifications and in compliance with the Americans with Disabilities Act. Currently, this amenity has six tennis courts. To comply with U.S. Tennis Association (USTA) specifications and the Americans with Disabilities Act, poles will be relocated and the number of courts will be reduced to five. The tennis courts exist on Angleton Independent School District property located at 1900 N Downing St, Angleton, TX 77515.

Contractor is responsible for providing a sketch of the court layout with dimension noted in feet and inches. Measurements should include the following: Sideline to fence, baseline to fence, distance to fence, distance between court sidelines, and courts numbered. Additionally, the contractor must provide a written opinion form a local engineer describing what measures should be taken to ensure that water is deployed away from the tennis court battery in order to help keep the surface and subbase dry.

The contractor must procure permits licenses, which are to be issued by the City; however, permit fee expenses will be waived.

SCOPE OF WORK

The entirety of the tennis court surface shall be cleaned, cracks filled, low areas leveled, and entire area surfaced with an acrylic color system and all five (5) courts for tennis that comply with U.S. Tennis Association (USTA) specifications and the Americans with Disabilities Act.

1) SURFACE CLEANING:

- a. All court and perimeter surfaces shall be cleaned in accordance with the color coat system manufacture's recommendations.
- b. Prepare surfaces and cracks in accordance with manufacturer's instructions.
- c. Ensure surfaces and cracks are dry, clean and contaminant free.
- d. Remove dirt, dust debris, oil, grease, mildew, pollen, vegetation, leaves, and other surface contaminants, which could adversely affect installation of tennis and athletic court crack repair system.
- e. Remove the following existing materials:
 - i. Crack repair materials that are loose or not bonded well to surfaces.
 - ii. Paints and coatings not bonded well to surfaces.
 - iii. Flexible or rubberized crack filling materials.
 - iv. Asphalt emulsion materials.
- f. Pressure wash entire court surface.

2) POSTS & NETS

- a. The contractor shall cut six (6) pairs of tennis posts and repair and fill the holes appropriately.
- b. Contractor shall provide and install five (5) pairs of Edwards Tennis posts and nets or approved equal.

3) CRACK FILLING:

- a. MANUFACTURER: Riteway Crack Repair ("Riteway" Crack Repair System) or approved equal
- b. MATERIALS (if submitting a competing product, please submit materials list):
 - i. MicroSealant Tape: "Riteway" MicroSealant tape
 - ii. Stress Mat: "Riteway" 20 inch wide stress mat
 - iii. Binding Edge: "Riteway" 9.5 inch wide yellow mesh

- c. Thoroughly clean existing cracks and fill to refusal with acrylic crack and leveling binder patch following manufacturer's specifications.
- d. **INSTALLATION**
 - i. Install tennis and athletic court crack repair system in accordance with manufacturer's instructions at locations indicated.
 - ii. Fill cracks and install MicroSealant tape, 20" stress mat, and binding edge in accordance with manufacturer's instructions.
 - iii. Fill cracks with crack-repair materials approved by manufacturer based on crack width.
 - iv. Repair crack intersections and net post footings in accordance with manufacturer's instructions.
 - v. Install tennis and athletic court crack repair system without wrinkles, bumps, air bubbles, or excessive fabric overlaps.
 - vi. Install tennis court crack repair system with proper bond to surfaces.
 - vii. When dry, apply a minimum of 1 coat of acrylic resurfacer with sand lengthwise over crack repair.
 - viii. Do not install tennis court crack repair system on cracks that emit moisture.
 - ix. Do not install tennis court crack repair system using asphalt emulsion.

4) LEVELING LOW AREAS

- a. **MATERIALS** (if submitting a competing product, please submit materials list):
 - i. Patch Binder: SportMaster "Acrylic Patch Binder"
 - 1. 100% acrylic emulsion liquid binder
- b. Mix on-site with sand and cement
- c. Level and repairs low spots and depressions up to ¾ inch deep in asphalt pavement
- d. Contractor must provide a written opinion form a local engineer describing what measures should be taken to ensure that water is deployed away from the tennis court battery to help keep the surface and subbase dry.
- e. The court surfacing must have a minimum of 1% slope in one plane to guarantee removal of water.

5) 3-COAT ACRYLIC SYSTEM:

- a. The color scheme shall be two-tone, using one color for the playing surface, and a contrasting color for the perimeter. The standard color is purple courts and gray perimeter with white lines.
- b. The Contractor is responsible for careful placement of acrylic color up to and outside the perimeter chain-link fence.
- c. **MATERIALS**
 - i. Filler Course: SportMaster "Acrylic Resurfacer"
 - 1. 100% acrylic emulsion resurfacer
 - 2. Mix on-site with silica sand
 - 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system
 - 4. Apply 1 coat of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
 - 5. Ensure surface repairs are flush and smooth to adjoining surfaces.
 - ii. Color Coating: SportMaster "ColorPlus System"
 - 1. 100% acrylic emulsion coating
 - 2. Mix on-site with silica sand and water
 - 3. Color coats tennis and multi-purpose courts
- d. **INSTALLATION:**
 - i. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated.

- ii. Mix materials in accordance with manufacturer's instructions.
- iii. Apply Filler Course and Color Coating with a 50-60 durometer soft rubber squeegee.
- iv. Apply Riteway Crack Repair System (or approved equal) to cracks.
- v. Filler Course: Apply 1 coat on existing acrylic surfaces with minimal repairs (acrylic resurfacer).
- vi. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- vii. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.
- viii. This is a 3-coat system with Riteway Crack Repair System.

6) LINES

- a. Layout and supply United States Tennis Association regulation two-inch-wide white textured tennis on all five (5) tennis courts.
- b. Line Markings Primer: SportMaster "Stripe-Rite"
 - i. 100% acrylic emulsion primer, clear drying
 - ii. Primes line markings and prevents bleed-under for sharp lines
- c. Line Paint: SportMaster "Textured Line Paint"
 - i. Pigmented, 100% acrylic emulsion line paint
 - ii. Line marking on asphalt tennis courts
 - iii. Color: white (tennis)
- d. Installation:
 - i. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
 - ii. Apply line markings primer after masking tape has been laid to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.
 - iii. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

7) PROTECTION

- a. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- b. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

8) EQUIPMENT

- a. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- b. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
- c. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

9) SITE RESTORATION

- a. The contractor will be responsible for the repairs or other damages that might be caused during the execution of this contract.
- b. The contractor shall ensure that all disturbed areas be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work.

BID REQUIREMENTS

City of Angleton reserves the right to reject any or all Bids, including without limitation the rights to reject all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Angleton.

Owner also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, Angleton reserves the right to consider the most advantageous bid thereof or to reject the bid.

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.

Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us.

By bidding, the Bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

Bidder is required to submit three (3) references of previous projects of similar or like nature.

Bid prices shall be firm 90 days from bid opening.

Evaluation of Bid considers the following: price, quality, timeline, product quality and vendor’s experience, historically underutilized business (HUB) status, and location in proximity to City of Angleton.

Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.

All Bid pricing must be made on the Bid Tabulation Form All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder’s initials column with either the bidder’s initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.

A conditional Bid may be cause for rejection.

Late submittals will be rejected without consideration.

THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.

ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.

A Bid Bond is required for this project. All bids shall be accompanied by a cashier’s check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are to be included in the total project cost (s).

Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by 12:00 p.m. Monday, September 12, 2022. E-mail all questions to Megan Mainer, mmainer@angleton.tx.us. Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of Bid Tab Page.

Completed Bids, references and acknowledgement of the general specifications must be received by Office of the City Secretary, Attention: Michelle Perez, City of Angleton – City Hall, 121 South Velasco Street, Angleton, TX 77515, no later than 2:00 p.m. Thursday, September 15, 2022. Please mark outside of sealed bid packaging: “City of Angleton Tennis Court Rehabilitation”.

All companies bidding on this project must include the information outlined in the **BID SUBMISSION CHECKLIST, Addenda G**, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.

All email correspondence should be referenced “City of Angleton Tennis Court Rehabilitation” in the subject line for proper tracking and to ensure inclusion in addenda.

BID ASSESSMENT PRIORITIES

The City and Parks Department seek to find the lowest qualified vendor for the right-of-way maintenance at the lowest price. Bids will be gauged based on the following in order of priority: Overall cost, best guarantee of workmanship and product, bidder qualifications and history of similar work performed, timeline, historically underutilized business status, and locality.

OVERALL COST	35%
GUARANTEE WORKMANSHIP & PRODUCT	25%
BIDDER QUALIFICATIONS & SIMILAR WORK HISTORY	13%
TIMELINE	12%
HUB STATUS	10%
LOCALITY	5%
TOTAL	100%

All applications will be evaluated by a panel consisting of City Staff.

Applications that rate high enough may be invited to participate in a finalist interview to clarify their application and answer additional questions raised by the panel.

The selected bidder will be recommended to City Council for approval and award of a contract.

All vendors are required to register with the City of Angleton.

The City of Angleton will submit payment to the contractor within 30 days of receiving the contractor's invoice. The invoice shall include the period of service, itemize services provided and determined monthly amount.

PROJECT SCHEDULE

The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

Request for Qualifications is released	Thursday, September 11, 2022
Deadline for Questions	Monday, September 12, 2022
Submissions due by 2:00 PM	Thursday, September 15, 2022
Present Contract to City Council	Tuesday, September 27, 2022
Construction Completion	Prior to January 1, 2023

REQUIRED COMPLETION OF APPLICABLE ATTACHMENTS

- General Specifications and Acknowledgement
- Bid Tabulation Form
- Attachment A - Site Visitation Form
- Attachment B - Conflict of Interest Questionnaire
- Attachment C - References
- Attachment D - Insurance Requirements
- Attachment E - Bond Samples

ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION

Item 6.

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

General Specifications and Acknowledgement _____ Date Received _____/_____/2022
MM DD

Bid Tabulation _____ Date Received _____/_____/2022
MM DD

Addenda A _____ Date Received _____/_____/2022
MM DD

Addenda B _____ Date Received _____/_____/2022
MM DD

Addenda C _____ Date Received _____/_____/2022
MM DD

Addenda D _____ Date Received _____/_____/2022
MM DD

Addenda E _____ Date Received _____/_____/2022
MM DD

GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
Standard of Conduct		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	
8	Equipment must be well maintained and in good condition.	
Contractor's Responsibility		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	
10	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction if applicable.	
11	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	
12	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
13	Contractor is responsible for the legal disposal and cost of debris removal.	

14	Bidders should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	
15	The Contractor shall coordinate use of premises under direction of Angleton’s representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on jobsite.	
16	All construction management and administration shall be included.	
17	Contractor must ensure user’s safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
Insurance and Taxes		
18	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
19	Contractor’s performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. It is required that the required insurance be maintained at all times during the performance of the contract.	
20	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
21	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
22	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
Communication		
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	

Bonds	
24	A Bid Bond is required for this project. All bids shall be accompanied by a cashier’s check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.
25	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).
Sub-contractors	
26	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.
Certificate of Interested Parties & Conflict of Interest Questionnaire	
27	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us
28	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.
Compliance with Laws	
29	At Contractor’s own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.
30	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.
31	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.
32	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website.
33	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.
34	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.
Payment	
35	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.

Qualifications		
36	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	
37	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
38	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
39	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
Approvals		
40	An award of contract is subject to City of Angleton City Council approval.	
Project Scope		
41	All project management and administration shall be included.	
42	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
43	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	
44	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
45	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	

CITY OF ANGLETON TENNIS COURT REHABILITATION

Bid Tabulation Form

**Proposal is required to disclose itemized costs*

PROJECT	UNIT	# UNITS	COST
Base Bid from Pricing Schedule	LUMP SUM	1	
BID BOND	LUMP SUM	1	
PAYMENT BOND	LUMP SUM	1	
TOTAL			

City of Angleton Bidder Acknowledgement

I, _____, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature _____	Date _____
Title _____	Name (please print) _____
Address _____	Company Name _____
E-mail address _____	Phone Number _____
	Cell Phone Number _____

ATTACHMENT A - CITY OF ANGLETON TENNIS COURT REHABILITATION

Visit of the tennis courts to be repaired and resurfaced required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, _____, certify that I inspected the site regarding the **City of Angleton Tennis Court Rehabilitation**.

Date of Visit

_____am/pm_____ Time of Visit

Signature

Name (please print)

Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> Signature of vendor doing business with the governmental entity Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

2. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

3. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Project description: _____

Project start and end dates: _____

ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - a. XCU Coverage,
 - b. Contractual Liability Coverage,
 - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
 - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.
- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

ATTACHMENT E - BID BOND SAMPLE

BID BOND – Sample - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in 10% of Principal’s Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal’s Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____ (Principal) Secretary

(SEAL)

(Address)

_____ (Witness as to Principal)

(Address)

ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

General Specifications and Acknowledgement _____ Date Received 09 / 01 / 2022
MM DD

Bid Tabulation _____ Date Received 09 / 01 / 2022
MM DD

Addenda A #1 _____ Date Received 09 / 12 / 2022
MM DD

Addenda B _____ Date Received ____ / ____ / 2022
MM DD

Addenda C _____ Date Received ____ / ____ / 2022
MM DD

Addenda D _____ Date Received ____ / ____ / 2022
MM DD

Addenda E _____ Date Received ____ / ____ / 2022
MM DD

GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	SS
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	SS
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	SS
Standard of Conduct		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	SS
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	SS
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	SS
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	SS
8	Equipment must be well maintained and in good condition.	SS
Contractor's Responsibility		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	SS
10	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction if applicable.	SS
11	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	SS
12	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	SS
13	Contractor is responsible for the legal disposal and cost of debris removal.	SS

14	Bidders should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	SS
15	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on job site.	SS
16	All construction management and administration shall be included.	SS
17	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	SS
Insurance and Taxes		
18	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	SS
19	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It is required that the required insurance be maintained at all times during the performance of the contract.	SS
20	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	SS
21	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	SS
22	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	SS
Communication		
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	SS

	Bonds	
24	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	SS
25	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).	SS
	Sub-contractors	
26	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	SS
	Certificate of Interested Parties & Conflict of Interest Questionnaire	
27	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	SS
28	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	SS
	Compliance with Laws	
29	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.	SS
30	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	SS
31	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	SS
32	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website.	SS
33	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	SS
34	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	SS
	Payment	
35	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.	SS

Qualifications		
36	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	SS
37	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	SS
38	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	SS
39	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	SS
Approvals		
40	An award of contract is subject to City of Angleton City Council approval.	SS
Project Scope		
41	All project management and administration shall be included.	SS
42	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	SS
43	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	SS
44	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	SS
45	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	SS

CITY OF ANGLETON TENNIS COURT REHABILITATION

Bid Tabulation Form

*Proposal is required to disclose itemized costs

PROJECT	UNIT	# UNITS	COST
Base Bid from Pricing Schedule	LUMP SUM	1	54 000.00
BID BOND	LUMP SUM	1	0
PAYMENT BOND	LUMP SUM	1	1620.00
TOTAL			\$ 55 620.00

City of Angleton Bidder Acknowledgement

I, Sandra Speck, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature [Handwritten Signature]

Title President

Address 1936 Old Holzworth Spring X

E-mail address _____

Date 9/12/2022

Name (please print) Sandra Speck

Company Name Classis Sports

Phone Number 281 687 0384

Cell Phone Number same

ATTACHMENT A - CITY OF ANGLETON TENNIS COURT REHABILITATION

Visit of the tennis courts to be repaired and resurfaced required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, Sandra Speck, certify that I inspected the site regarding the **City of Angleton Tennis Court Rehabilitation**.

9/6/2022
Date of Visit

11:00 am/pm Time of Visit

[Signature]
Signature

Sandra Speck
Name (please print)

Classic Sports
Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. Classic Sports

OFFICE USE ONLY Date Received

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed. Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity Date 9/12/2022

ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: City of Katy
 Contact Name: Kevin Browne
 Contact Phone: 281 391 4092
 Project description: Tennis Court Resurfacing
 Project start and end dates: August 1 2022 start / August 26 2022 complete
2. Agency/Company: Aldine ISD
 Contact Name: Dean Colburn
 Contact Phone: 281 985 6100
 Project description: Resurfaced 18 Tennis Courts
 Project start and end dates: June 1 2022 start / June 25 2022 completed
3. Agency/Company: The Woodlands Township
 Contact Name: Michelle Betcher
 Contact Phone: 281 210 3903
 Project description: Resurface 11 tennis Courts
 Project start and end dates: April 18 2022 start / May 6 2022 completed

ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - a. XCU Coverage,
 - b. Contractual Liability Coverage,
 - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
 - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.
- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



MCKECON-01

ASHEP

Item 6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hibbs - Hallmark & Co 6750 Hillcrest Plaza Suite 219 Dallas, TX 75230	CONTACT NAME: Cynthia Reid PHONE (A/C, No, Ext): (972) 385-3726 2922 E-MAIL ADDRESS: cynthia.reid@hibbshallmark.com	FAX (A/C, No): (972) 385-3245	
	INSURER(S) AFFORDING COVERAGE		
INSURED Classic Sports LLC 1936 Old Holzwarth Rd, Spring, TX 77388	INSURER A : Burlington Ins Co		NAIC # 23620
	INSURER B : Progressive County Mutual (PM)		29203
	INSURER C : Hartford Accident and Indemnity Co.		22357
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	4/18/2022	4/18/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			[REDACTED]	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	4/18/2022	4/18/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	[REDACTED]	4/18/2022	4/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Angleton 121 S. Velasco Angleton, TX 77515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1593824767100
Approval Date: October 5, 2021
Scheduled Expiration Date: July 31, 2024

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Mckenna Contracting, Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 5, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/fpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

CERTIFICATE OF INTERESTED PARTIES

Item 6.

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Classic Sports
Spring TX 77386, TX United States

Certificate Number:
2022-932802

Date Filed:
09/13/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Angleton

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
P-20220901
City of Angleton Tennis Court Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Speck, Sandra	Spring, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sandra Speck, and my date of birth is 06-01-1961.

My address is 3207 W. Benders Landing, Spring, TX, 77386, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12 day of Sept, 2022.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity (Declarant)


AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Classic Sports, LLC
1936 Old Holzwarth Road
Spring, TX 77388

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201

OWNER:

(Name, legal status and address)

City of Angleton
121 South Velasco Street
Angleton, TX 77515

BOND AMOUNT: \$ Ten Percent of the Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

City of Angleton Tennis Court Rehabilitation
Bid NO. P-20220901
Angleton, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init

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User Notes:

(1647925336)

1

Signed and sealed this 13th day of September, 2022

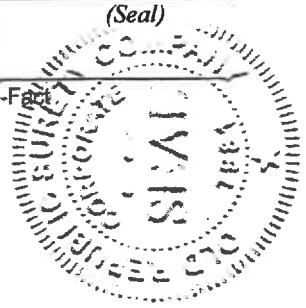
Classic Sports, LLC
(Principal) (Seal)

(Witness)

(Title)
Old Republic Surety Company

Linda Druml
(Witness) Linda Druml

(Surety) (Seal)
David F. Druml
(Title) David F. Druml, Attorney-in-Fact



Int.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David F. Druml, Horace A. Nabers of Foster City, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of August 2020

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS
On this 17th day of August 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation. CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



31 1473
URSC 22262 (3-06)

Signed and sealed at the City of Brookfield, WI this 13th day of September, 2022.
Karen J. Haffner
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

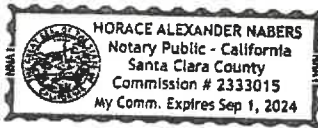
On 9/13/2022 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/25/2023

PREPARED BY: Jason O'Mara, Assistant Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to include Brazoria County and Angleton Independent School District employees to the Angleton Recreation Center discount categories.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** NA

FUND: NA

EXECUTIVE SUMMARY:

In January 2023, the City Manager approached Brazoria County on a potential partnership to promote the Angleton Recreation Center and encourage healthy living for County employees. To incentivize employees' participation, representatives from Parks & Recreation and Brazoria County Human Resources Department agreed to a 2-month promotional rate for all Brazoria County employees at \$20 for individuals and \$35 for their families. The promotional rate will run from April 1, 2023, to May 31, 2023, and currently has six individuals and four families registered.

Additionally, City staff have been engaged by Angleton Independent School District for similar AISD employee incentives. In doing so, staff recognized an opportunity to streamline our discount offerings as well as encourage membership growth and revenue for the Angleton Recreation Center. This would provide employees in both organizations access to the regular discount rates provided in the chart below. Also, partnering with these important stakeholders in Angleton falls in line with our mission to enhance the quality of life for our citizens and increases the potential for future program initiatives.

Current Membership Packages		
	Monthly (Draft)	Annual (Pre-Pay)
Individual Membership Individuals 12 yrs. & Up	\$ 35.00	\$ 350.00
Family Membership Individuals living at same residence	\$ 50.00	\$ 500.00
Silver Sneaker, Silver & Fit, or Renew Active Membership Eligible individuals	Free Enrollment	
Eligible Membership Discounts Seniors (60+), Active Military, First Responders, City of Angleton Employee Families	-\$10	-\$75

At the April 17, 2023, ABLC meeting, the commission voted to approve the addition of Brazoria County and Angleton ISD employees to the Eligible Memberships Discount category for the Angleton Recreation Center.

RECOMMENDATION:

Staff recommends City Council approves the addition of Brazoria County and Angleton ISD employees to the Eligible Memberships Discount category at the current rate structure for Angleton Recreation Center.

RECOMMENDED MOTION:

I move we approve the addition of Brazoria County and Angleton ISD employees to the Eligible Memberships Discount category at the current rate structure for Angleton Recreation Center.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/25/2023

PREPARED BY: Phil Conner

AGENDA CONTENT: Discussion and possible action to approve the budget schedule for Fiscal Year 2023-24

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Finance Department has prepared the proposed schedule for the FY 2023-24 Budget process. We are seeking the Council's comments and approval of the proposed schedule.

RECOMMENDATION:

Staff recommends the Council approve the proposed FY 2023-24 Budget Schedule.

FY 2023-2024 PROPOSED BUDGET SCHEDULE

- April 11 Training on MDSS Budget Software

- April 25 Council Meeting- Review Schedule/ Budget Directions at Council Meeting.

- May 2 Budget Kick-Off memo sent out to Departments regarding the budget process. Finance Department will provide Departments with general information on how the budget process will proceed for FY 2023-24.

- May 26 Department heads submit budgets. All budget requests must be submitted to the Director of Finance by COB (Close of Business).

- End of May Preliminary Values Received from the Appraisal District.

- June 1 Director of Finance presents draft budget to City Manager. Director of Finance briefs the City Manager on departments’ requests in comparison to revenues and provides the City Manager with a draft budget for review.

- June 5-16 City Manager / Finance Director meet with each Department to review budget and priorities. Times & Dates TBD
Michelle Perez Lupe Valdez Jason Crews Martha Eighme
Colleen Martin Megan Mainer Jeff Sifford Phill Conner
Hector Renteria Otis Spriggs Scott Myers Chloe Campbell

- June 30 City Manager submits copies of the proposed budget to the City Secretary for distribution to all interested persons.

- July 1 City Council receives draft budget for review. The City Charter requires the City Manager, between 60 and 90 days prior (July 1-August 1) to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities to present council a proposed budget.

- Saturday, July 8 First Budget Workshop with City Council.
Chris Whittaker / Phill Conner – General Overview, Revenues, Tax Rate, Personnel & Benefits. Utility Billing as part of Water.
Jeff Sifford – Public Works, Water, Sewer, and Plant Operations.
Megan Mainer – Parks Department, ABLC, Angleton Recreation Center, Keep Angleton Beautiful (KAB) Events, Street / Park ROW, Angleton Recreation Division.
Scott Myers – Fire Department, Angleton Emergency Services District #3
Lupe Valdez – Police Department, Animal Services, Police Donations, Animal Control Donations, Police Drug Confiscation.

- July 11 Council Meeting – Second Budget Workshop with City Council.
 Otis Spriggs – Development Services Department
 Martha Eighme – Economic Development, Community Events, Hotel/Motel, Downtown Revitalization.
 Michelle Perez – City Secretary, City Council, Municipal Court, Municipal Court Technology, Municipal Court Security, Child Safety
 Colleen Martin – HR Department
 – Emergency Management Department
 Jason Crews – IT Department
 Phill Conner – Grant Administration Current and Future Projects
 Chris Whittaker – Administration, Capital Projects Fund
 Phill Conner – Finance Department, Debt Service, Capital Expense Revolving, Capital Replacement funds, Unemployment fund, City Employee fund, TIRZ No. 1 & 2, Tax.
 Council Meeting – Discuss tax rate. Take a record vote to propose a tax rate. Governing body must schedule and announce date, time, and location of public hearing on tax rate.
- End of July Certified values received from Appraisal District.
- August 8 Council Meeting – Third and Final Budget Workshop with City Council. Follow-up on any outstanding items and revisit departments, as necessary.
- August 15 The notice must appear at least five days before the meeting or public hearing. In addition, the governing body of a taxing unit may not hold a public hearing on a tax rate or hold a meeting to adopt a tax rate until the 5th day after the Appraisal District has complied with Texas Property Tax Code Section 26.05(d-1).
- August 22 Council Meeting/Public hearing on the tax rate. Must announce time and location that tax rate will be approved.
- September 12 Council Meeting – Council considers adopting the Budget and Tax Rate. Take a record vote to adopt a tax rate.
 City Secretary files copy of the budget with Brazoria County Clerk. Finance Department sends a copy of the approved budget to each department.
 Martha Uploads Adopted Budget to City Website.

FY 2023-2024 PROPOSED BUDGET SCHEDULE

April 11	Training on MDSS Budget Software												
April 25	Council Meeting- Review Schedule/ Budget Directions at Council Meeting.												
May 2	Budget Kick-Off memo sent out to Departments regarding the budget process. Finance Department will provide Departments with general information on how the budget process will proceed for FY 2023-24.												
May 26	Department heads submit budgets. All budget requests must be submitted to the Director of Finance by COB (Close of Business).												
End of May	Preliminary Values Received from the Appraisal District.												
June 1	Director of Finance presents draft budget to City Manager. Director of Finance briefs the City Manager on departments' requests in comparison to revenues and provides the City Manager with a draft budget for review.												
June 5-16	<p>City Manager / Finance Director meet with each Department to review budget and priorities. Times & Dates TBD</p> <table border="0" style="width: 100%;"> <tr> <td>Michelle Perez</td> <td>Lupe Valdez</td> <td>Jason Crews</td> <td>Martha Eighme</td> </tr> <tr> <td>Colleen Martin</td> <td>Megan Mainer</td> <td>Jeff Sifford</td> <td>Phill Conner</td> </tr> <tr> <td>Hector Renteria</td> <td>Otis Spriggs</td> <td>Scott Myers</td> <td>Chloe Campbell</td> </tr> </table>	Michelle Perez	Lupe Valdez	Jason Crews	Martha Eighme	Colleen Martin	Megan Mainer	Jeff Sifford	Phill Conner	Hector Renteria	Otis Spriggs	Scott Myers	Chloe Campbell
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Colleen Martin	Megan Mainer	Jeff Sifford	Phill Conner										
Hector Renteria	Otis Spriggs	Scott Myers	Chloe Campbell										
June 30	City Manager submits copies of the proposed budget to the City Secretary for distribution to all interested persons.												
July 1	City Council receives draft budget for review. The City Charter requires the City Manager, between 60 and 90 days prior (July 1-August 1) to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities to present council a proposed budget.												
Saturday, July 8	<p>First Budget Workshop with City Council.</p> <p>Chris Whittaker / Phill Conner – General Overview, Revenues, Tax Rate, Personnel & Benefits. Utility Billing as part of Water.</p> <p>Jeff Sifford – Public Works, Water, Sewer, and Plant Operations.</p> <p>Megan Mainer – Parks Department, ABLC, Angleton Recreation Center, Keep Angleton Beautiful (KAB) Events, Street / Park ROW, Angleton Recreation Division.</p> <p>Scott Myers – Fire Department, Angleton Emergency Services District #3</p> <p>Lupe Valdez – Police Department, Animal Services, Police Donations, Animal Control Donations, Police Drug Confiscation.</p>												

- July 11 Council Meeting – Second Budget Workshop with City Council.
 Otis Spriggs – Development Services Department
 Martha Eighme – Economic Development, Community Events, Hotel/Motel, Downtown Revitalization.
 Michelle Perez – City Secretary, City Council, Municipal Court, Municipal Court Technology, Municipal Court Security, Child Safety
 Colleen Martin – HR Department
 – Emergency Management Department
 Jason Crews – IT Department
 Phill Conner – Grant Administration Current and Future Projects
 Chris Whittaker – Administration, Capital Projects Fund
 Phill Conner – Finance Department, Debt Service, Capital Expense Revolving, Capital Replacement funds, Unemployment fund, City Employee fund, TIRZ No. 1 & 2, Tax.
 Council Meeting – Discuss tax rate. Take a record vote to propose a tax rate. Governing body must schedule and announce date, time, and location of public hearing on tax rate.
- End of July Certified values received from Appraisal District.
- August 8 Council Meeting – Third and Final Budget Workshop with City Council. Follow-up on any outstanding items and revisit departments, as necessary.
- August 15 The notice must appear at least five days before the meeting or public hearing. In addition, the governing body of a taxing unit may not hold a public hearing on a tax rate or hold a meeting to adopt a tax rate until the 5th day after the Appraisal District has complied with Texas Property Tax Code Section 26.05(d-1).
- August 22 Council Meeting/Public hearing on the tax rate. Must announce time and location that tax rate will be approved.
- September 12 Council Meeting – Council considers adopting the Budget and Tax Rate. Take a record vote to adopt a tax rate.
 City Secretary files copy of the budget with Brazoria County Clerk. Finance Department sends a copy of the approved budget to each department.
 Martha Uploads Adopted Budget to City Website.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/25/23

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and update by the Texas Department of Transportation (TxDot) on the traffic light located at Highway 35 and 288B and discuss any other potential concerns.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Residents are complaining about light timing especially at HWY 35 and Loop 274. Turning from 35 left to loop 274. There have been complaints about the timing of the lights and near misses/almost accidents due to the timing of the lights.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/25/23

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20230425-010 an ordinance altering the prima face speed limits established for vehicles under the provision of 545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, of parts thereof, within the corporate limits of the City of Angleton, as set out in this ordinance; and providing a penalty of a fine not to exceed \$200 for the violation of this ordinance.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

TxDOT is requesting a speed zone ordinance for SH 35 from West Angleton City limit to the intersection of South Thomas Write Road., a distance approximately 1.175 miles, the speed limit shall be 35 MPH.

RECOMMENDATION:

Staff recommends approval

ORDINANCE 20230425-010

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ANGLETON, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, §545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the city shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

NOW, THEREOF BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. The facts recited in the preamble in this Ordinance are hereby found by the City Council of the City of Angleton, Texas to be true and correct and are incorporated by reference herein and expressly made a part thereof, as if copied herein verbatim.

SECTION 2. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provision of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the name streets and highways, or parts thereof, described as follows:

Along State Highway (SH 35) from West Angleton City Limits to the intersection of South Thomas Write Road., a distance approximately 1.175 miles, the speed limit shall be 35 miles per hour (MPH).

SECTION 3. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

SECTION 4. Effective Date. This Ordinance shall be effective on the first day after the date of passage.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. All other Ordinances or parts of Ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED THIS 25th DAY OF APRIL, 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

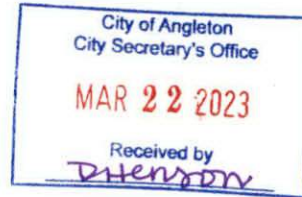
Michelle Perez, TRMC
City Secretary



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

March 15, 2023

The Honorable Jason Perez
Mayor
City of Angleton
121 South Velasco
Angleton, Texas 77515



RE: Request for City Speed Ordinance – SH 35 – City of Angleton – Brazoria County

Dear Jason Perez:

Our office has completed a Speed Zone Study along SH 35 within the City of Angleton. Attached you will find Speed Zone Strip Map and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 35.

If you concur with the recommended speed zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Michelle Perez – Secretary City of Angleton
Gaurang S. Pandit, P.E.

SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ANGLETON, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along SH 35 from West Angleton City Limit to the intersection of South Thomas Write Road., a distance of approximately 1.175 miles, the speed limit shall be 35 MPH.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

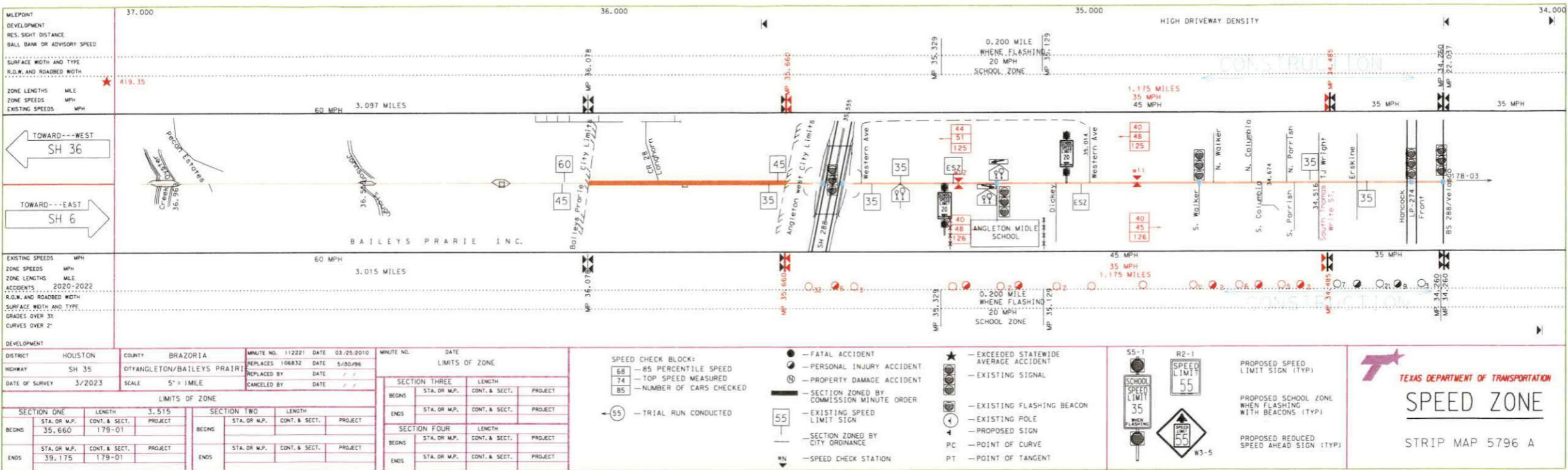
PASSED AND APPROVED THIS _____ day of _____ 2023

ATTEST:

APPROVED

City Secretary

Mayor



MILEPOINT 37.000

DEVELOPMENT

RES. SIGHT DISTANCE

BALL BANK OR ADVISORY SPEED

SURFACE WIDTH AND TYPE

R.O.W. AND ROADBED WIDTH

★ 419.15

ZONE LENGTHS MILE

ZONE SPEEDS MPH

EXISTING SPEEDS MPH

60 MPH 3.097 MILES

TOWARD--WEST SH 36

TOWARD--EAST SH 6

EXISTING SPEEDS MPH

ZONE SPEEDS MPH

ZONE LENGTHS MILE

ACCIDENTS 2020-2022

R.O.W. AND ROADBED WIDTH

SURFACE WIDTH AND TYPE

GRADES OVER 3%

CURVES OVER 2"

DEVELOPMENT

DISTRICT	HOUSTON	COUNTY	BRAZORIA	MMUTE NO.	112221	DATE	03/25/2010
HIGHWAY	SH 35	CITY	ANGLETON/BAILEYS PRAIRIE	REPLACES	106832	DATE	5/30/96
DATE OF SURVEY	3/2023	SCALE	5" = 1 MILE	REPLACED BY		DATE	
CANCELED BY							
DATE							

LIMITS OF ZONE			
SECTION ONE		LENGTH	3.515
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
	35.660	179-01	
SECTION TWO		LENGTH	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
SECTION THREE		LENGTH	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
SECTION FOUR		LENGTH	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
	39.175	179-01	

SPEED CHECK BLOCK:

- 68 - 85 PERCENTILE SPEED
- 74 - TOP SPEED MEASURED
- 85 - NUMBER OF CARS CHECKED

55 - TRIAL RUN CONDUCTED

- - FATAL ACCIDENT
- - PERSONAL INJURY ACCIDENT
- - PROPERTY DAMAGE ACCIDENT
- ⊞ - SECTION ZONED BY COMMISSION MINUTE ORDER
- ⊞ - EXISTING SPEED LIMIT SIGN
- ⊞ - SECTION ZONED BY CITY ORDINANCE
- ⊞ - SPEED CHECK STATION

- ★ - EXCEEDED STATEWIDE AVERAGE ACCIDENT
- ★ - EXISTING SIGNAL
- ★ - EXISTING FLASHING BEACON
- ⊞ - EXISTING POLE
- ⊞ - PROPOSED SIGN
- PC - POINT OF CURVE
- PT - POINT OF TANGENT

SS-1

RZ-1

SCHOOL SPEED LIMIT 35

SPEED LIMIT 55

PROPOSED SPEED LIMIT SIGN (TYP)

PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)

PROPOSED REDUCED SPEED AHEAD SIGN (TYP)

W3-5

TEXAS DEPARTMENT OF TRANSPORTATION

SPEED ZONE

STRIP MAP 5796 A

\$FILES\$

\$DATES\$ \$TIMES\$



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/25/2023

PREPARED BY: Phil Conner

AGENDA CONTENT: Presentations by CSRS, Grant Works and HCH Enterprises on the Grant Writing and Administration Services Request for Proposal (RFP).

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking an Grant Writing and Administration Services contractor to assist with researching and applying for various grants. Also to assist with the administration and reporting for grants the City is awarded.

There were three RFP submissions. A board was created to score each submission. See the attached score rating sheets for CSRS, Grant Works, and HCH Enterprises.

The board was created by the Purchasing Agent and consisted of 5 evaluators of which were 1 Council Member and 4 staff members of various departments. Each evaluator reviewed and scored each respondent's RFP independently. The rating sheets were collected and totaled by the Purchasing Agent.

The point of the rankings is to create a top three for the Council ability to interview and make a selection. We wanted to present high-quality proposals for Council review.

The presentations will be presented in alphabetical order and they will have 10 minutes each for their PowerPoint presentation.

Presentation PowerPoints will be provided at the meeting.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/25/2023

PREPARED BY: Phil Conner

AGENDA CONTENT: Discussion and possible action to approve one of the three submissions for the Grant Writing and Administration Services RFP.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking an Grant Writing and Administration Services contractor to assist with researching and applying for various grants. Also to assist with the administration and reporting for grants the City is awarded.

There were three RFP submissions. A board was created to score each submission. See the attached score rating sheets for CSRS, Grant Works, and HCH Enterprises.

The board was created by the Purchasing Agent and consisted of 5 evaluators of which were 1 Council Member and 4 staff members of various departments. Each evaluator reviewed and scored each respondent's RFP independently. The rating sheets were collected and totaled by the Purchasing Agent.

The point of the rankings is to create a top three for the Council ability to interview and make a selection. We wanted to present high-quality proposals for Council review.

RECOMMENDATION:

Award one of the three submissions for the Grant Writing and Administration Services RFP.

Grant Writing and Administration Services					
	CSRS	Grantworks	HCH Enterprises		
Evaluator 1	94	100	77		
Evaluator 2	64	84	42		
Evaluator 3	92	98	88		
Evaluator 4	93	100	62		
Evaluator 5	75	94	90		
Average	83.60	95.20	71.80		
Rank	2	1	3		

Grant Writing and Administration Services Rating Sheet

Entity Grantworks
 Name of Respondent _____
 Evaluator's Name Evaluator 1

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has subitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>10</u>	
	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>60</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>100</u>

Grant Writing and Administration Services Rating Sheet

Entity Grantworks
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has submitted federally funded grant projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>9</u>	
	15	<u>13</u>	
Subtotal, Experience	60	<u>52 DH</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>18 DH</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14 DH</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>52 DH</u>
<input type="checkbox"/> Work Performance	25	<u>18 DH</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14 DH</u>
Total Score	100	<u>84 DH</u>

Grant Writing and Administration Services Rating Sheet

Entity Grantworks
 Name of Respondent _____
 Evaluator's Name Evaluator 3

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	<i>All listed projects were Texas/Local</i>
2. Has submitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>+</u>	
4. Extent of experience in grant writing and administration	15	<u>10</u>	
	15	<u>15</u>	
Subtotal, Experience	60	60	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>8</u>
	25	<u>23</u>
Subtotal, Performance	25	23

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>5</u>	<i>Only one with a certificate</i>
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
	15	<u>15</u>	<i>DH</i>
Subtotal, Capacity to Perform	15	15	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	98

Grant Writing and Administration Services Rating Sheet

Entity Grantworks
Name of Respondent _____
Evaluator's Name Evaluator 4

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has submitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
4. Extent of experience in grant writing and administration	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>60</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>100</u>

200

Grant Writing and Administration Services Rating Sheet

Entity Grantworks
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed grant writing and prepared applications	20	<u>18</u>	
2. Has subitted federally funded grant projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region.	10	<u>9</u>	
4. Extent of experience in grant writing and administration			
	15	<u>14</u>	
Subtotal, Experience	60	<u>55</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>24</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>94</u>

Grant Writing and Administration Services Rating Sheet

Entity CSRS
 Name of Respondent _____
 Evaluator's Name Evaluator 1

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>18</u>	
2. Has submitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>8</u>	
	15	<u>13</u>	
Subtotal, Experience	<u>60</u>	<u>46</u>	54 DH

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>46</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>86</u>

54 DH
25
15
94 DH

Grant Writing and Administration Services Rating Sheet

Entity CSRS
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has subitted federally funded grant projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>3</u>	
	15	<u>10</u>	
Subtotal, Experience	60	<u>43 DH</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>12 DH</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	<u>9 DH</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>43 DH</u>
<input type="checkbox"/> Work Performance	25	<u>12 DH</u>
<input type="checkbox"/> Capacity to Perform	15	<u>9 DH</u>
Total Score	100	<u>64 DH</u>

Grant Writing and Administration Services Rating Sheet

Entity CSRS
 Name of Respondent _____
 Evaluator's Name Evaluator 3

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has submitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>9</u>	
	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>59</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>23</u>

All listed projects are ongoing

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>-</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>10</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>59</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	<u>100</u>	<u>92</u>

Grant Writing and Administration Services Rating Sheet

Entity CSRS
 Name of Respondent _____
 Evaluator's Name Evaluator 4

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	
2. Has subitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
4. Extent of experience in grant writing and administration	15	<u>14</u>	
Subtotal, Experience	60	<u>57</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>23</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	58 <u>57</u>
<input type="checkbox"/> Work Performance	25	20 <u>23</u>
<input type="checkbox"/> Capacity to Perform	15	14 <u>13</u>
Total Score	100	92 <u>93</u>

~~185~~

Grant Writing and Administration Services Rating Sheet

Entity CSRS
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>15</u>	
2. Has submitted federally funded grant projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
4. Extent of experience in grant writing and administration			
	15	<u>10</u>	
Subtotal, Experience	60	<u>43</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>4</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>43</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>75</u>

Grant Writing and Administration Services Rating Sheet

Entity HCH EnterprisesDate of Rating 4/19/23

Name of Respondent _____

Evaluator's Name Evaluator 1**Experience** -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>15</u>	
2. Has submitted federally funded grant projects	15	<u>12</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>2</u>	
	15	<u>12</u>	
Subtotal, Experience	<u>60</u>	<u>41</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>11</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>41</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>11</u>
Total Score	<u>100</u>	<u>77</u>

Grant Writing and Administration Services Rating Sheet

Entity HCH Enterprises
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>10</u>	
2. Has subitted federally funded grant projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
4. Extent of experience in grant writing and administration		<u>2</u>	
	15	<u>5</u>	
Subtotal, Experience	60	<u>27</u> DH	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>2</u>
Subtotal, Performance	25	<u>9</u> DH

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	<u>6</u> DH

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>27</u> DH
<input type="checkbox"/> Work Performance	25	<u>9</u> DH
<input type="checkbox"/> Capacity to Perform	15	<u>6</u> DH
Total Score	100	<u>42</u> DH

Grant Writing and Administration Services Rating Sheet

Entity HCH Enterprises
Name of Respondent _____
Evaluator's Name Evaluator 3

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed grant writing and prepared applications	20	<u>20</u>	<i>only in Wichita Falls</i>
2. Has subitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>4</u>	
4. Extent of experience in grant writing and administration	15	<u>5</u>	
Subtotal, Experience	<u>60</u>	<u>55</u>	

Work Performance

Factor	Max.Pts.	Score	Comments
1. Past projects completed on schedule	10	<u>8</u>	<i>All still going</i>
2. Manages projects within budgetary constraints	5	<u>5</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	<u>25</u>	<u>23</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>-</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>10</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	<u>100</u>	<u>88</u>

Grant Writing and Administration Services Rating Sheet

Entity HCH Enterprises
 Name of Respondent _____
 Evaluator's Name Evaluator 4

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed grant writing and prepared applications	20	<u>18</u>	
2. Has subitted federally funded grant projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>2</u>	
4. Extent of experience in grant writing and administration	15	<u>7</u>	
Subtotal, Experience	60	<u>42</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>7</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>15</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>2</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>0</u>
Subtotal, Capacity to Perform	15	<u>5</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	40	42
<input type="checkbox"/> Work Performance	25	15	15
<input type="checkbox"/> Capacity to Perform	15	7	5
Total Score	100	62	62

129

Grant Writing and Administration Services Rating Sheet

Entity HCH Enterprises
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 4/19/23

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed grant writing and prepared applications	20	<u>18</u>	
2. Has submitted federally funded grant projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
4. Extent of experience in grant writing and administration			
	15	<u>14</u>	
Subtotal, Experience	60	<u>56</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>22</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>4</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>56</u>
<input type="checkbox"/> Work Performance	25	<u>22</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>90</u>



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 25, 2023

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

AGENDA CONTENT: Discussion and possible action on a response to the Final Plat for Windrose Green Section 3 Subdivision disapproval on 4/11/2023 by City Council. The subject property consists of 23.70 acres, 122 Lots, 3 Blocks, 4 Reserves, in the T.S. Lee Survey, Abstract #318, 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.

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 the final plat of Windrose Green Section 3 Subdivision. The subject property consists of 23.70 acres, 122 Lots, 3 Blocks, 4 Reserves, in the T.S. Lee Survey, Abstract #318, 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. Except as otherwise noted in the City Engineer's memo which are textual and general note corrections, the proposed final plat meets all City of Angleton requirements.

The City Council discussed and acted upon the request for approval of the Windrose Green Section 3 Final Plat in their regular session on Tuesday, April 11, 2023 (Agenda Item #4). The City Council voted (2 in-favor/3-opposed) to disapprove the filed Windrose Green Section 3 Final Plat. The following reasons and conditions were quoted that needed addressing:

1. Correction is needed on references of 2 adjoining properties, i.e. Good Shepherd Lutheran Church (SW) and the Angleton Drainage District ditch on the west side, drainage ditch 1986 acquired deed references should be referenced to "Deeds filed for record in Brazoria County". Please insure this coordinated on metes and bounds description and the drawing showing the area.
2. The final plat shall conform substantially to the approved preliminary plat and phasing plan and any conditions imposed. Questions and drainage concerns over grading were raised, including final grading/drainage and dirt materials currently being stored are handled due to staging and hauling. This final construction needs to be completed to

avoid any negative impact as it relates to Section 3 and any future sections. (Questions were asked by City Council of where the water would outfall in relationship to the associated ditch and detention pond).

The applicant's engineer has submitted a response with noted corrections (attached) to the noted (2) conditions of disapproval. Corrections were made to the metes and bounds description and the plat. The applicant has also clarified how the final plat conforms to the preliminary plat, phasing plan, and development agreement. The concerns and complaints filed on the grading of the lots adjacent to the Good Shepherd Lutheran Church are also addressed. The drawings have been revised and attached, as well as forwarded to the Angleton Drainage District (ADD) and the proposed grading, swale and storm sewer have been reviewed and approved by ADD. Progress of the stockpiled dirt (which is temporary in nature) has been photographed and copied to the Council. The applicants will appear before Council to clarify how the drainage impacts have been dealt with to ensure no negative impacts on future sections and/or adjacent properties. Engineering has reviewed the revised Final Plat and has noted additional textual corrections and notations, which have all been addressed and cleared.

The City Engineer has noted that the following items are to be required as part of the improvements coordinated with the City and Angleton Drainage District for the Item No. 2 on the Applicant's response:

- Grading and drainage improvements noted in Item No. 2 of the response package include the installation of storm sewer and drainage improvements within Reserve B, which will be owned and maintained by Rancho Isabella MUD. **This storm utility and associated drainage improvements within the easement shall remain clean and free of debris and silt that may cause unsanitary conditions or obstruct the flow of water.**

PREVIOUS P&Z COMMISSION ACTION ON APRIL 6, 2023:

Motion was made by Commission Member Bonnie McDaniel to approve approves of the proposed final plat and recommends it to the City Council for final action. Motion was seconded by Commission Member Michelle Townsend.

Roll call vote:

Chair William Garwood, Aye; Commission Member Deborah Spoor, Nay; Commission Member Regina Bieri- Nay; Commission Member Ellen Eby, Aye; Commission Member Bonnie McDaniel- Aye; and Commission Member Henry Munson- Nay and Commission Member Michelle Townsend- Aye.

Motion carried with a 4 -3 vote.

RECOMMENDATION:

The City Engineer reviewed the plat and offered 7 comments of which the applicants have resubmitted and addressed each comment.

The Planning and Zoning Commission voted 4-3 to approve the proposed final plat and Staff recommends it to the City Council for final approval subject to satisfaction of all Engineering comments.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION THREE, 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 THE 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 AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER, PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERRECT OR CONSIDER ERRECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCURRED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS TO INVESTIGATE, SURVEY OR TO ERRECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

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, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2023.

NOTARY PUBLIC
STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE ___ DAY OF _____, 20___, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, 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.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

APPROVED THIS ___ DAY OF _____, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

MICHELLE PEREZ, TRMC, CITY SECRETARY

APPROVED THIS ___ DAY OF _____, 2023, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JASON PEREZ, MAYOR

MICHELLE PEREZ, TRMC, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ___ DAY OF _____, 2023, BY _____, CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

METES AND BOUNDS DESCRIPTION
23.70 ACRES

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in Instrument No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 23.70-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 (NAD83), South Central Zone):

Beginning at a 1/2-inch iron rod found the southeast corner of a called of a called 4.0174-acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 86288, Page 254 of the Official Records of Brazoria County (O.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 feet wide);

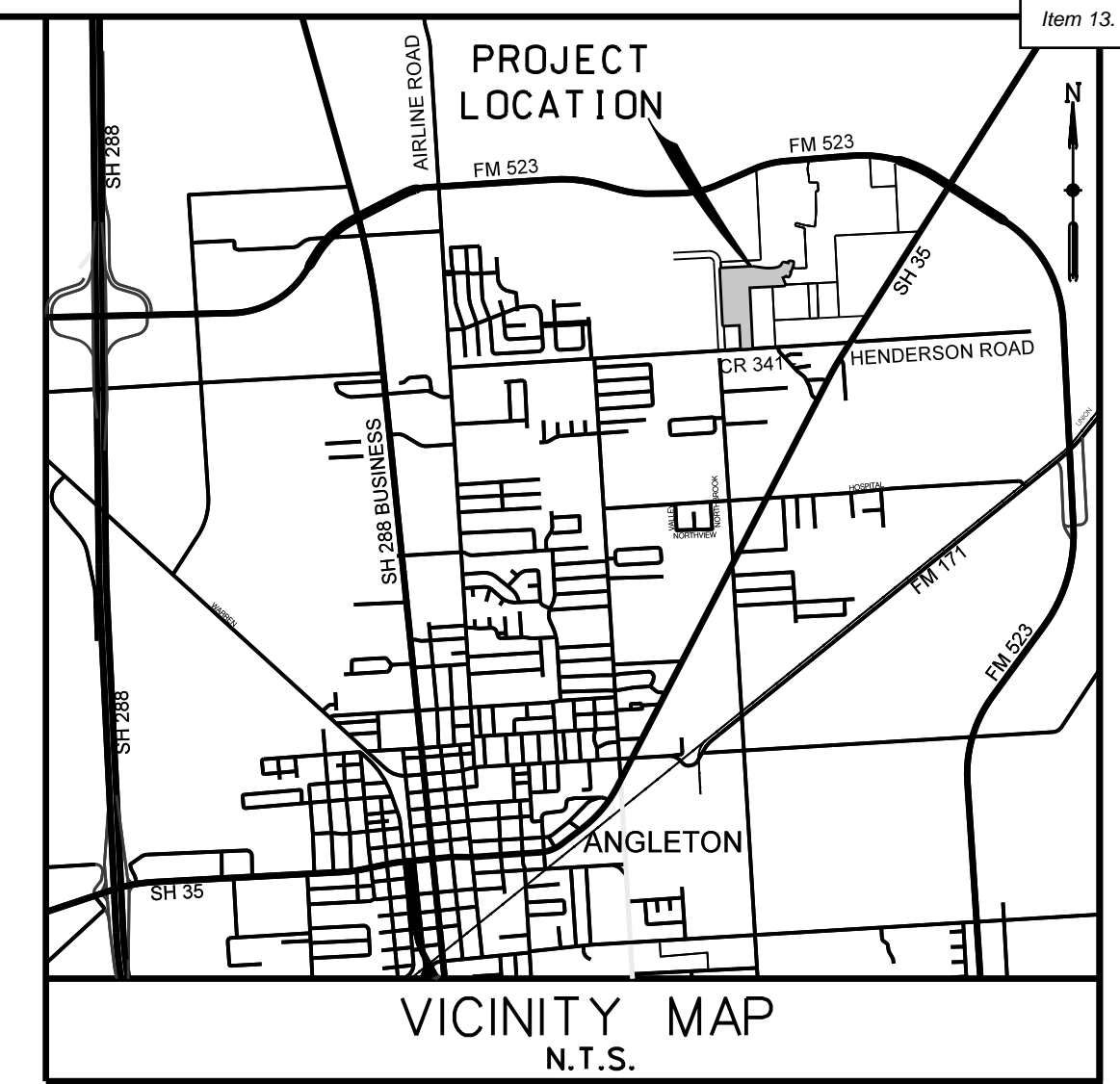
1. Thence, with the westerly line of said 154.6-acre tract and the easterly line of said 4.0174-acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 154.6-acre tract and the northeast corner of said 4.0174-acre tract;
2. Thence, with a southerly line of said 154.6-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 easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 96329, Page 340 of the O.R.B.C.;
3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M" of Windrose Green Sec 1, a subdivision recorded in Document No. 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

4. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
5. South 81 degrees 53 minutes 56 seconds East, a distance of 196.45 feet;
6. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
7. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
8. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
9. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
10. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
11. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
12. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
13. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
14. South 76 degrees 41 minutes 55 seconds East, a distance of 115.00 feet to an east line of said Reserve "M";
15. Thence, with an east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.75 feet;
16. Thence, continuing with said east line of Reserve "M", 19.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.31 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Sec 1, same being the south terminus of Windrose Bend (60' wide) of said Windrose Green Sec 1;
17. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of said Windrose Green Sec 1;
18. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
19. 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", totaling a distance of 179.28 feet, through aforesaid 154.6-acre tract, said curve having a central angle of 31 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6-acre tract, the following seven (7) courses:

20. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 25 seconds East, a distance of 38.63 feet;
21. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
22. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 60 degrees 14 minutes 32 seconds West, a distance of 37.51 feet;
23. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 41 minutes 16 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
24. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 65 degrees 01 minutes 15 seconds West, a distance of 99.75 feet;
25. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
26. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of a called 12.40-acre tract of land recorded in the name of Wesley Johnson in Instrument No. 2002052985 of the O.R.B.C.;
27. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-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 Instrument No. 2014054480 of the O.P.R.B.C.;
28. Thence, continuing with said southerly line of the 154.6-acre tract and 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;
29. Thence, with an easterly line of said 154.6-acre tract and 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 aforesaid Henderson Road;
30. Thence, with the southerly line of said 154.6-acre tract and said northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the **Point of Beginning** and containing 23.70 acres of land.



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.

FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

APRIL, 2023

OWNER:

EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

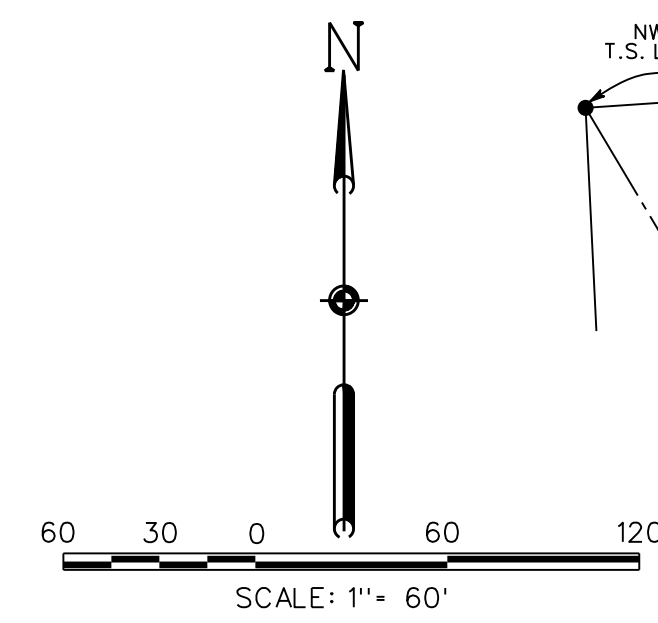
ENGINEER/SURVEYOR:

Costello



COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100468

SHEET 1 OF 3



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① INDICATES BLOCK NUMBER
- Ⓐ INDICATES RESERVE
- INDICATES STREET NAME BREAK

CALLED 100.000 ACRES
 ANGLETON INDEPENDENT
 SCHOOL DISTRICT
 DOCUMENT NO. 2008002676
 O.P.R.B.C.

WINDROSE GREEN
 SEC 1
 PLAT NO. 2021062480
 B.C.P.R.

WINDROSE GREEN
 SEC 1
 PLAT NO. 2021062480
 B.C.P.R.

9.092 ACRES
 ANGLETON DRAINAGE DISTRICT
 VOL. 66329, PG. 340
 O.P.R.B.C.

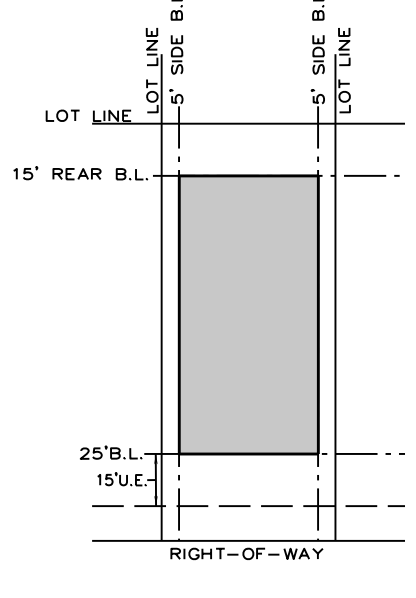
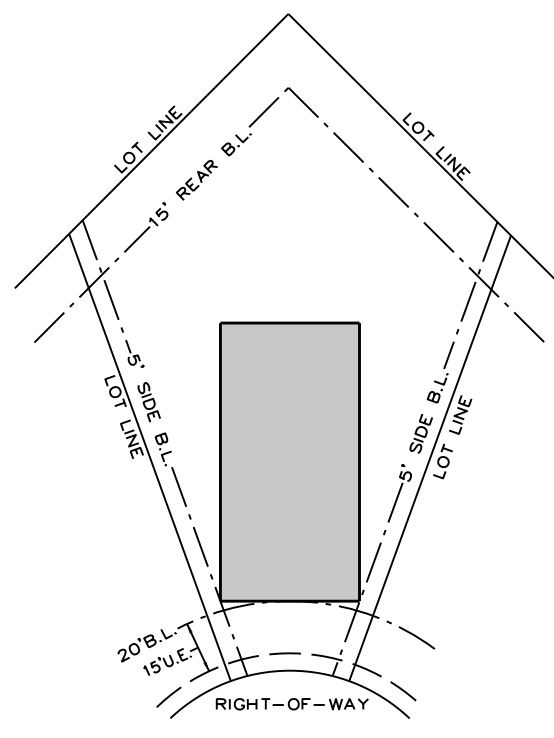
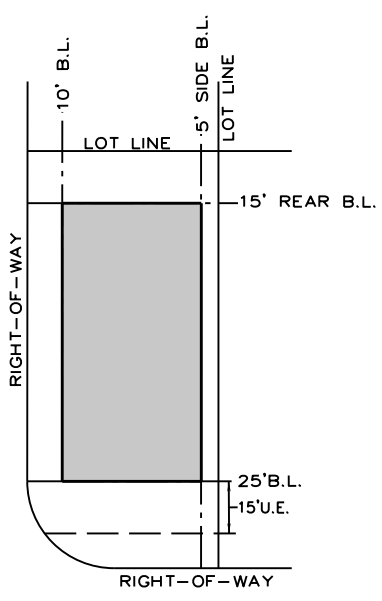
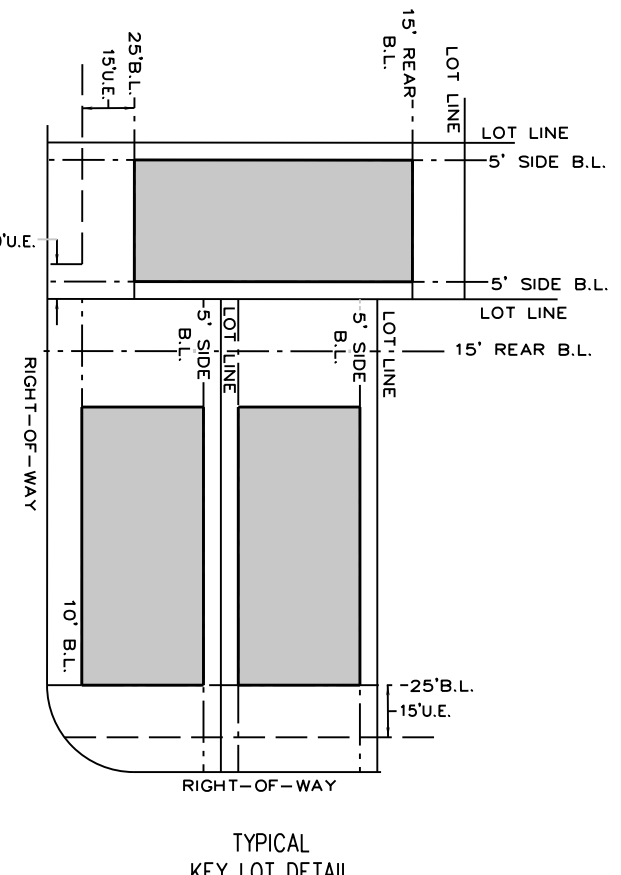
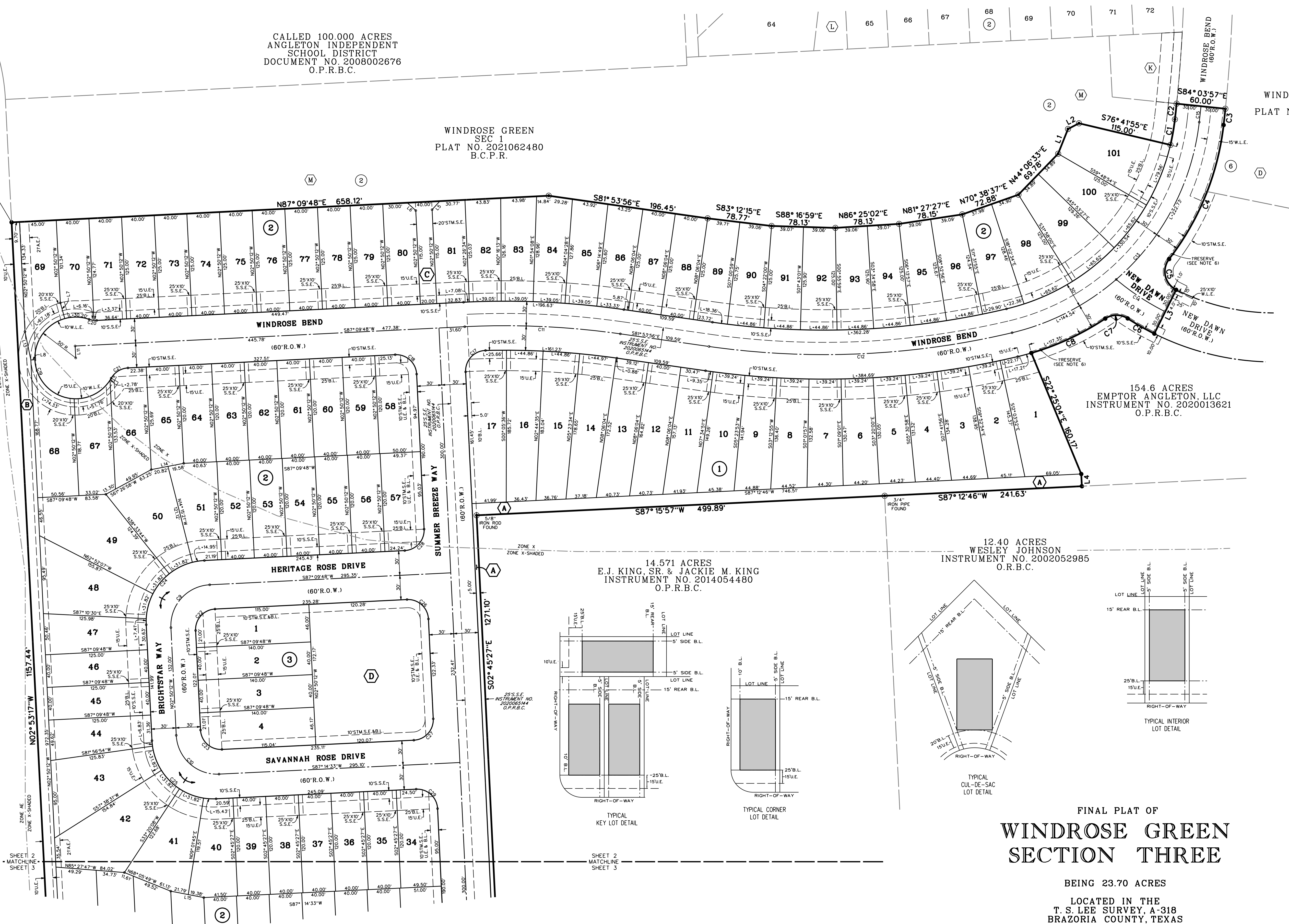
154.6 ACRES
 EMPTOR ANGLETON, LLC
 INSTRUMENT NO. 2020013621
 O.P.R.B.C.

14.571 ACRES
 E.J. KING, SR. & JACKIE M. KING
 INSTRUMENT NO. 2014054480
 O.P.R.B.C.

12.40 ACRES
 WESLEY JOHNSON
 INSTRUMENT NO. 2002052985
 O.R.B.C.

GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-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.
7. 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.
8. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0455K, DATED DECEMBER 30, 2020, THIS PROPERTY LIES PARTIALLY WITHIN THE UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, THE SHADED ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOOD PLAIN, AS WELL AS ZONE "AE", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE FLOODPLAIN WITH BASE FLOOD ELEVATION OF 26 FEET.
9. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
11. RESERVES "A", "B", "C" AND "D" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
12. RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.



FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

BEING 23.70 ACRES
 LOCATED IN THE
 T. S. LEE SURVEY, A-318
 BRAZORIA COUNTY, TEXAS
 122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' APRIL, 2023

ENGINEER/SURVEYOR:
Costello
 COSTELLO, INC.
 2107 CITYWEST BOULEVARD
 3RD FLOOR
 HOUSTON, TEXAS 77042
 (713) 783-7788 FAX: 783-3580
 TPBE FIRM REGISTRATION NO. 280
 TBPLS FIRM REGISTRATION NO. 100486

PLANNER:
META
 PLANNING + DESIGN
 24275 KATY FREEWAY, SUITE 200
 KATY, TEXAS 77494
 Tel: 281-810-1422

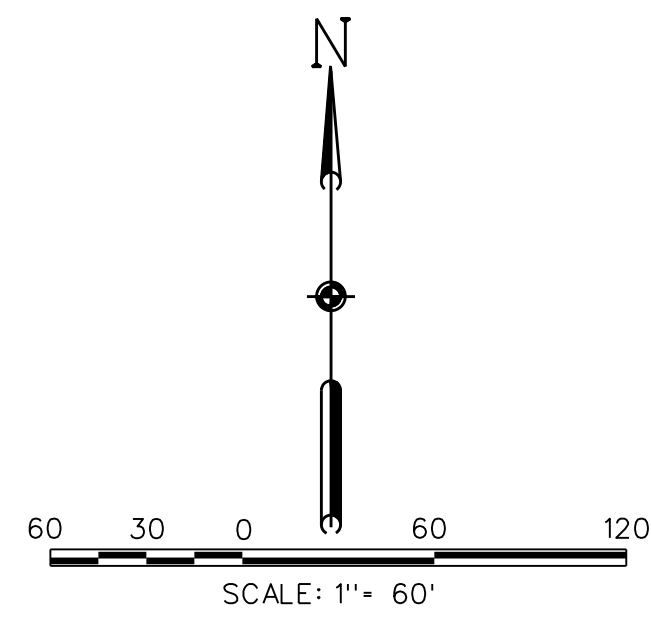
OWNER:
EMPTOR ANGLETON, LLC.,
 A TEXAS LIMITED LIABILITY COMPANY
 9950 WESTPARK DR. #285
 HOUSTON, TEXAS 77063

WINDROSE GREEN SECTION THREE RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 26,000 SQ FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ FT.
TOTAL:		1.79 AC. / 101,150 SQ FT.

ABBREVIATION TABLE

O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS, BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① - INDICATES BLOCK NUMBER
- A - INDICATES RESERVE
- - - INDICATES STREET NAME BREAK

WINDROSE GREEN SECTION THREE RESERVE TABLE		
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RESERVE "D"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 101,150 SQ. FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N21°44'36"E	32.57
L2	N62°31'20"E	15.14
L3	S26°29'59"W	60.00
L4	S02°47'14"E	15.00
L5	N42°09'48"E	14.14
L6	N47°50'12"W	14.14
L7	S15°35'32"E	20.00
L8	N87°25'20"E	4.99
L9	S87°07'20"W	5.02
L10	N47°45'27"W	14.14
L11	S02°50'12"E	14.61
L12	N02°45'27"W	15.00
L13	N11°42'23"W	35.46
L14	N79°04'05"E	40.40
L15	N79°03'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	31.77	270.00	6° 44' 33"	N09° 55' 49" E	31.75
C2	19.31	1770.00	0° 37' 30"	N06° 14' 47" E	19.31
C3	19.96	1830.00	0° 37' 30"	S06° 14' 47" W	19.96
C4	179.28	330.00	31° 7' 38"	S22° 07' 27" W	177.08
C5	44.15	25.00	101° 11' 11"	S12° 54' 25" E	38.63
C6	37.53	330.00	6° 30' 57"	N60° 14' 32" W	37.51
C7	29.10	25.00	66° 41' 16"	S89° 40' 19" W	27.48
C8	100.13	330.00	17° 23' 9"	S65° 01' 15" W	99.75
C9	78.54	50.00	90° 0' 0"	N42° 09' 48" E	70.71
C10	78.47	50.00	89° 55' 15"	S47° 47' 50" E	70.66
C11	190.90	1000.00	10° 56' 16"	S87° 22' 04" E	190.61
C12	373.48	1000.00	21° 23' 56"	N87° 24' 06" E	371.32
C13	367.27	300.00	70° 8' 35"	N41° 37' 50" E	344.76
C14	71.98	300.00	13° 44' 47"	S56° 37' 37" E	71.80
C15	19.63	1800.00	0° 37' 30"	N06° 14' 47" E	19.63
C16	16.09	25.00	36° 52' 11"	S21° 11' 33" E	15.81
C17	39.85	25.00	91° 20' 7"	S42° 54' 37" W	35.76
C18	39.30	25.00	90° 4' 45"	N42° 47' 50" E	35.38
C19	226.25	50.00	259° 15' 58"	S20° 37' 23" E	227.01
C20	9.53	25.00	21° 50' 48"	S81° 54' 48" E	9.47
C21	25.05	25.00	57° 25' 10"	N58° 27' 13" E	24.02
C22	39.27	25.00	90° 0' 0"	S42° 09' 48" W	35.36
C23	39.24	25.00	89° 55' 15"	S47° 47' 50" E	35.33
C24	117.81	75.00	90° 0' 0"	S42° 09' 48" W	105.07
C25	117.71	75.00	89° 55' 15"	S47° 47' 50" E	105.99
C26	39.30	25.00	90° 4' 45"	S47° 47' 50" E	35.38
C27	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C28	39.24	25.00	89° 55' 15"	N42° 12' 10" E	35.33
C29	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C30	225.85	50.00	258° 48' 31"	S15° 36' 26" W	227.27
C31	25.21	25.00	57° 48' 9"	S63° 52' 23" E	24.15
C32	9.18	25.00	21° 2' 22"	N76° 43' 22" E	9.13
C33	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C34	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C35	39.21	25.00	89° 51' 36"	S42° 10' 21" W	35.31

9.032 ACRES
ANGLETON DISTRICT
VOL. 0629, P.C. 340
O.R.B.C.

4.0174 ACRES
GOOD SHEPHERD
LUTHERAN CHURCH
VOL. 86288, PG 254
O.R.B.C.

14.571 ACRES
E.J. KING SR. & JACKIE M. KING
INSTRUMENT NO. 2014054480
O.P.R.B.C.

FINAL PLAT OF
WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES
LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' APRIL, 2023

ENGINEER/SURVEYOR:

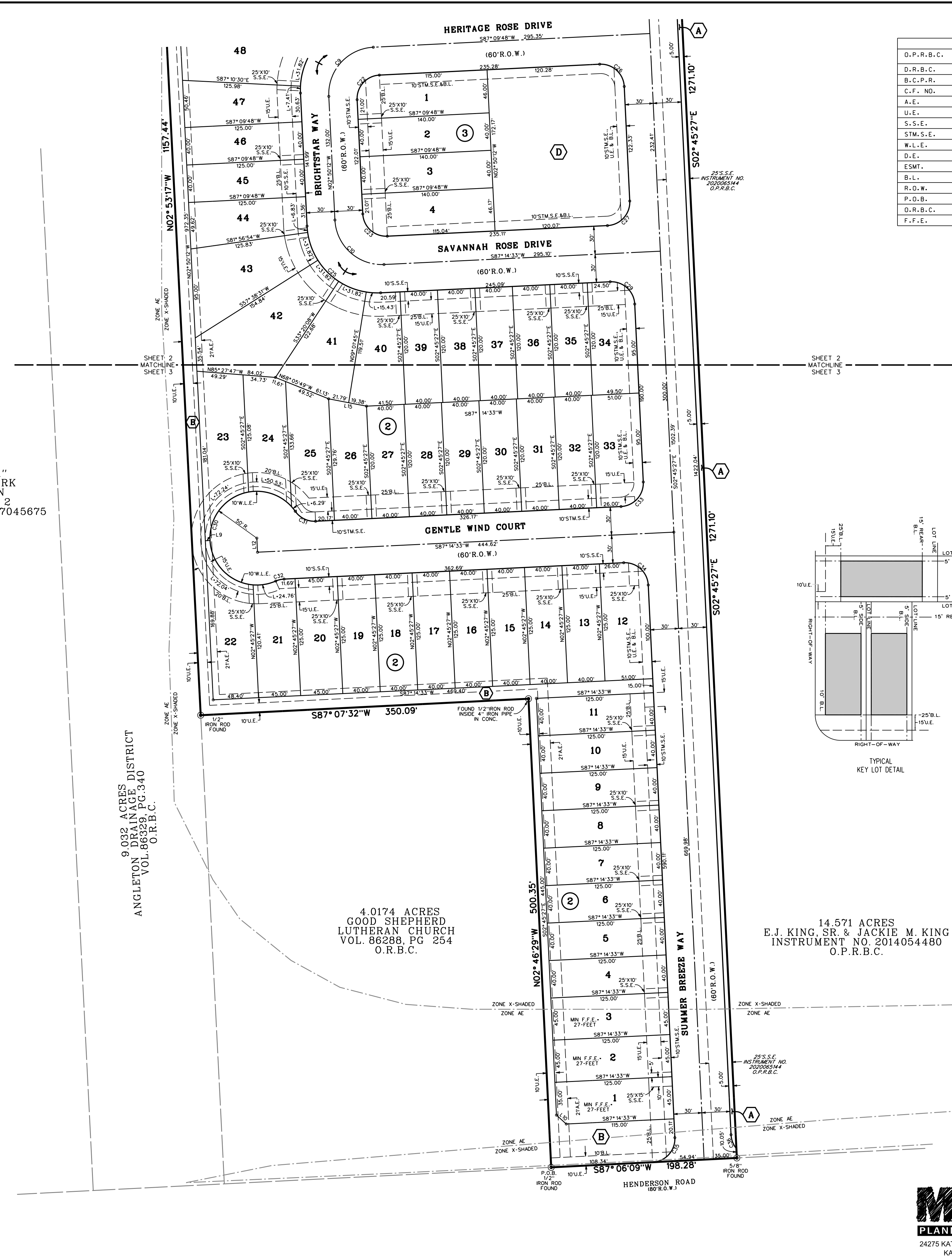


OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

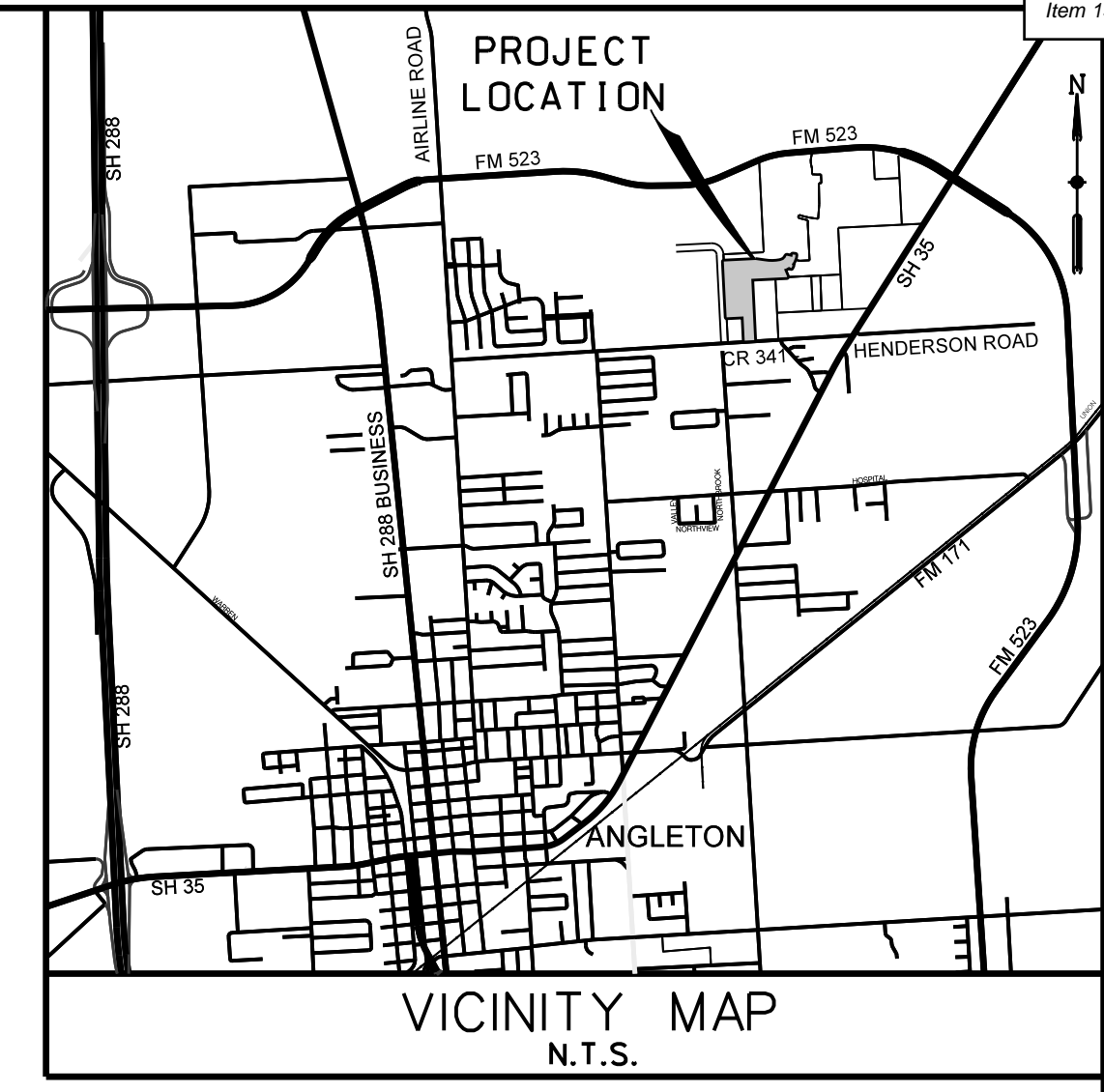
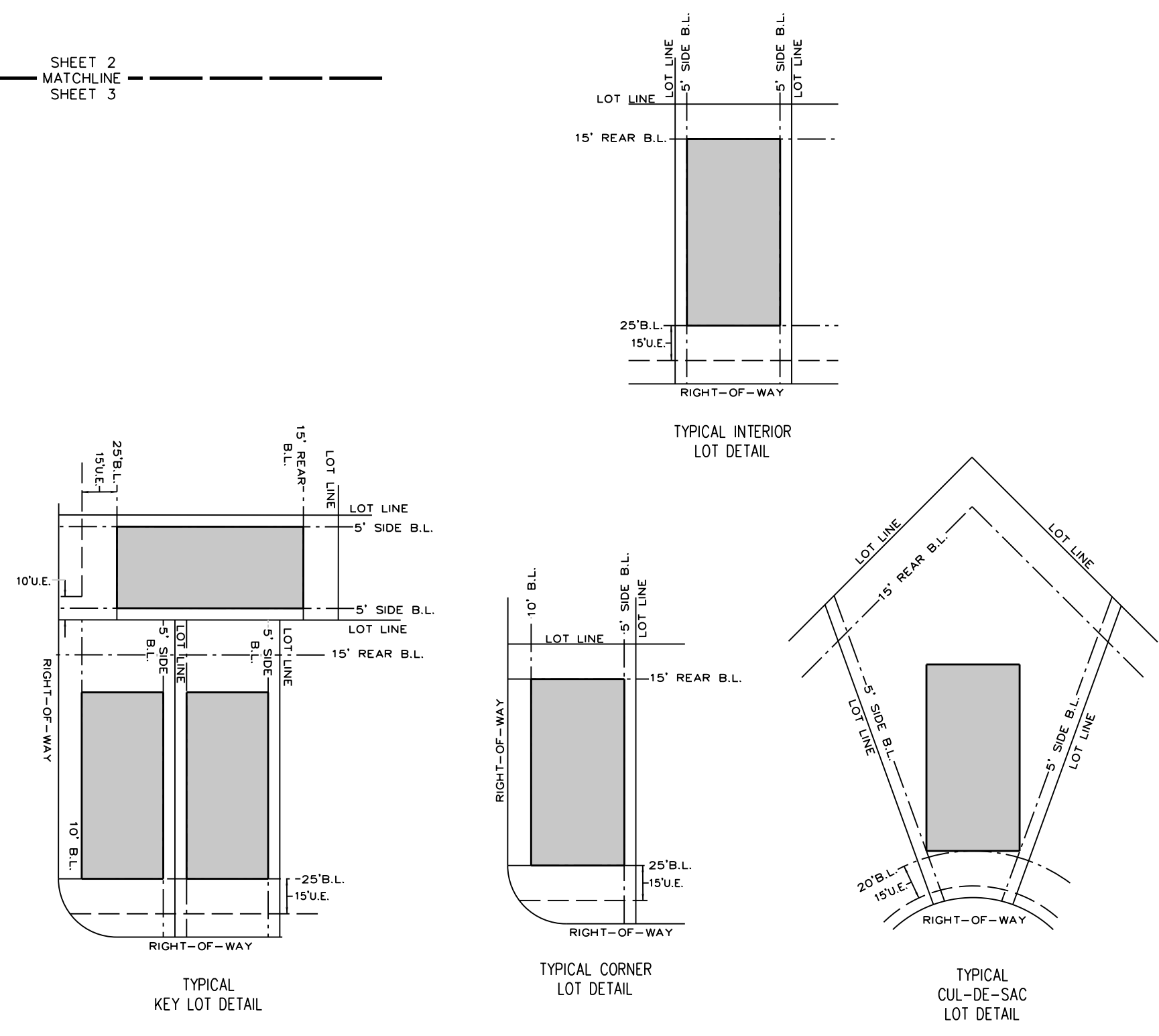
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77062

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPCE FIRM REGISTRATION NO. 280
TBPCE FIRM REGISTRATION NO. 100486

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422



ABBREVIATION TABLE	
D.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
D.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION





April 18, 2023

Mr. Otis T, Spriggs, AICP

Development Services Director
 City of Angleton
 121 S. Velasco
 Angleton, TX 77515

Re: Windrose Green Section 3 Final Plat
 Serving Rancho Isabella Municipal Utility District
 Located in the City of Angleton, Brazoria County, Texas
 CI Job No.: 2021050-DV-001

Dear Otis:

Please see the following written responses to the comments you sent us on April 17 for the above referenced project.

1. Correction is needed on references of 2 adjoining properties, i.e. Good Shepherd Lutheran Church (SW) and the Angleton Drainage District ditch on the west side, drainage ditch 1986 acquired deed references should be referenced to "Deed filed for record in Brazoria County". Please insure this coordinated on metes and bounds description and the drawing showing the area.

These corrections have been made on the plat as well as the metes and bounds. Please see the attached updated plat.

2. The Final plat shall conform substantially to the approved preliminary plat and phasing plan and any conditions imposed. Questions and drainage concerns over grading were raised, including final grading/drainage and dirt materials currently being stored are handled due to staging and hauling. The final construction needs to be completed to avoid any negative impact as it relates to Section 3 and any future sections. (Questions were asked by City Council of where the water would outfall in relationship to the associated ditch and detention pond).

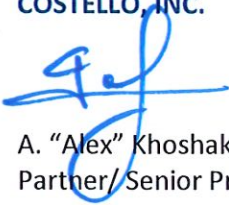
Yes, the Final plat conforms to the approved preliminary plat and phasing plan. It is also in line with the approved Development Agreement. In addition, we are addressing concerns over the grading of our lots adjacent to the Good Shepherd Lutheran Church. We have worked closely with the Angleton Drainage District (ADD) and our proposed revised grading, swale and storm sewer have been reviewed and approved by ADD. We also have submitted the attached revised sheets to Brazoria County and obtained their approval. This will improve the drainage issues Good Shepherd Lutheran Church were having before our development started. As for the stockpiled dirt, please see the attached "before and after" photos. This stockpile was only placed temporarily. Weather permitting, this will be spread on the lots by April 21 or prior to the Council meeting at the latest. As I previously explained, the purpose for this stockpile was the type of haul trucks. Hurtado is using a sub-contractor that uses on-road trucks to haul dirt from the Freedom Park detention pond to the fill site and Hurtado is using their own off-road trucks to move the stockpile within the site. This was just a matter of timing, until they mobilized their off-road trucks. As you can see in the attached photos, since last Friday, a substantial amount of the stockpile has already been spread and compacted on the future lots. As for the concern over drainage and the impact that this subdivision and namely Section 3 will have to the neighboring properties, please be informed that our Drainage Impact Analysis has been reviewed and approved by Angleton Drainage

District and therefore, no negative impacts are expected on future sections and/ or adjacent properties. Construction of 2 detention ponds and one detention channel, upsizing of the culverts across Henderson Road, and construction of the Freedom Park Detention Pond, are the required mitigations Emptor Angleton did in order to proceed with this development.

We will attend the next Council meeting to respond to any other questions.

Please let me know if you have any questions or have further comment.

Sincerely,
COSTELLO, INC.



A. "Alex" Khoshakhlagh, P.E.
Partner/ Senior Project Manager

cc: Mr. John Peterson – HDR Engineering, Inc. John.Peterson@hdrinc.com
Mr. Javier Vasquez – HDR Engineering, Inc. Javier.Vasquez@hdrinc.com
Mr. Chris Whittaker – City of Angleton CWhittaker@angleton.tx.us

W:\2021\2021050 Windrose Green Section 3\WS&D\101 Design\Submittals\Angleton\Windrose Green Section 3 Plat Response Ltr.docx

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION THREE, 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 THE 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 AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERRECT OR CONSIDER ERRECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCURRED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS TO INVESTIGATE, SURVEY OR TO ERRECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

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, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2023.

NOTARY PUBLIC
STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE ___ DAY OF _____, 20___, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

- 1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT
- 2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
- 3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
- 4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, 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.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

APPROVED THIS ___ DAY OF _____, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

MICHELLE PEREZ, TRMC, CITY SECRETARY

APPROVED THIS ___ DAY OF _____, 2023, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JASON PEREZ, MAYOR

MICHELLE PEREZ, TRMC, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ___ DAY OF _____, 2023, BY _____, CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

METES AND BOUNDS DESCRIPTION
23.70 ACRES

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in Instrument No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 23.70-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 (NAD83), South Central Zone):

Beginning at a 1/2-inch iron rod found the southeast corner of a called of a called 4.0174-acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 86288, Page 254 of the Official Records of Brazoria County (O.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 feet wide);

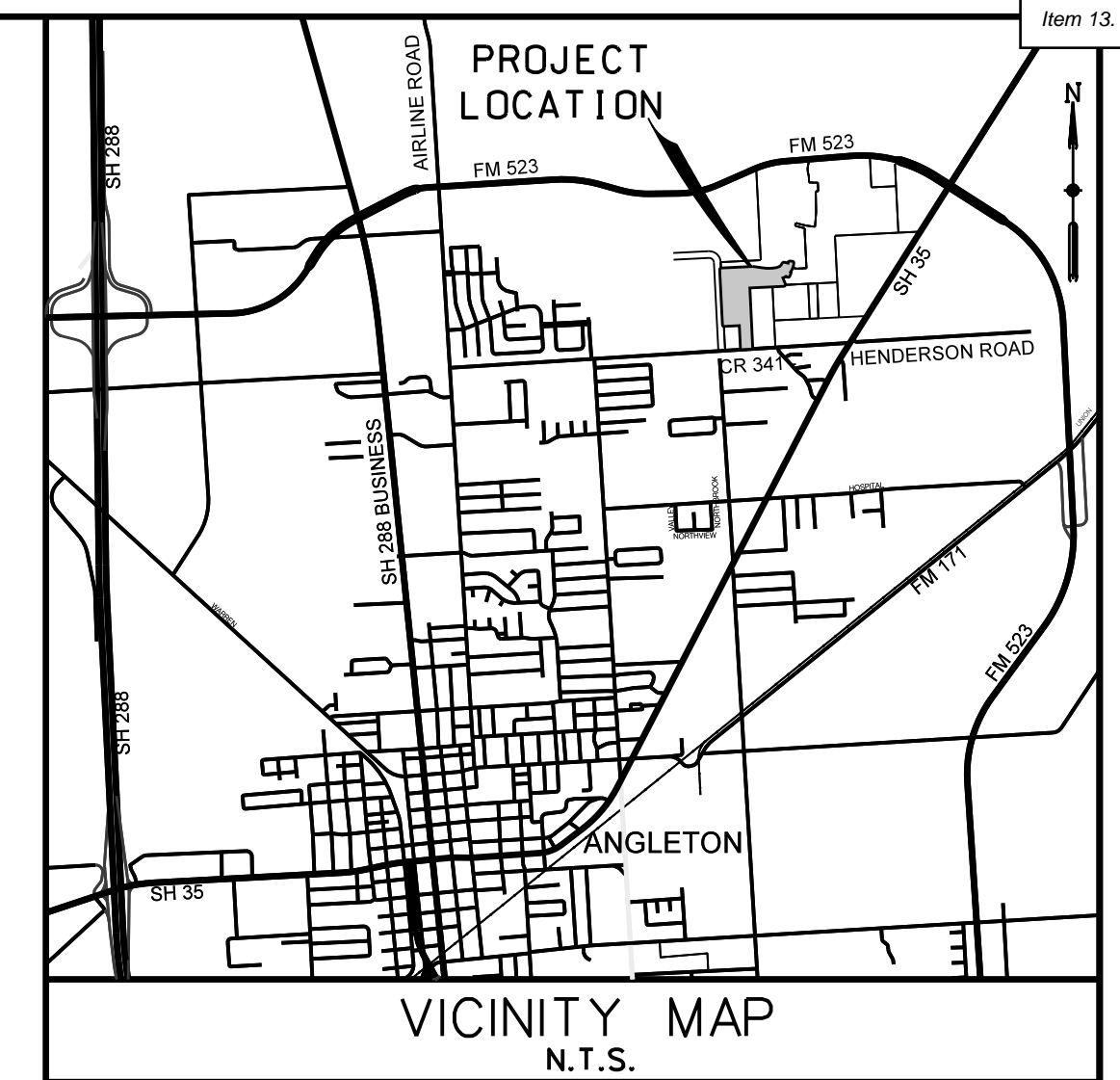
- 1. Thence, with the westerly line of said 154.6-acre tract and the easterly line of said 4.0174-acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 154.6-acre tract and the northeast corner of said 4.0174-acre tract;
- 2. Thence, with a southerly line of said 154.6-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 easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 96329, Page 340 of the O.R.B.C.;
- 3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M" of Windrose Green Sec 1, a subdivision recorded in Document No. 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

- 4. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
- 5. South 81 degrees 53 minutes 56 seconds East, a distance of 196.45 feet;
- 6. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
- 7. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
- 8. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
- 9. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
- 10. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
- 11. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
- 12. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
- 13. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
- 14. South 76 degrees 41 minutes 55 seconds East, a distance of 115.00 feet to an east line of said Reserve "M";
- 15. Thence, with an east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.75 feet;
- 16. Thence, continuing with said east line of Reserve "M", 19.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.31 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Sec 1, same being the south terminus of Windrose Bend (60' wide) of said Windrose Green Sec 1;
- 17. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of said Windrose Green Sec 1;
- 18. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
- 19. 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", totaling a distance of 179.28 feet, through aforesaid 154.6-acre tract, said curve having a central angle of 31 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6-acre tract, the following seven (7) courses:

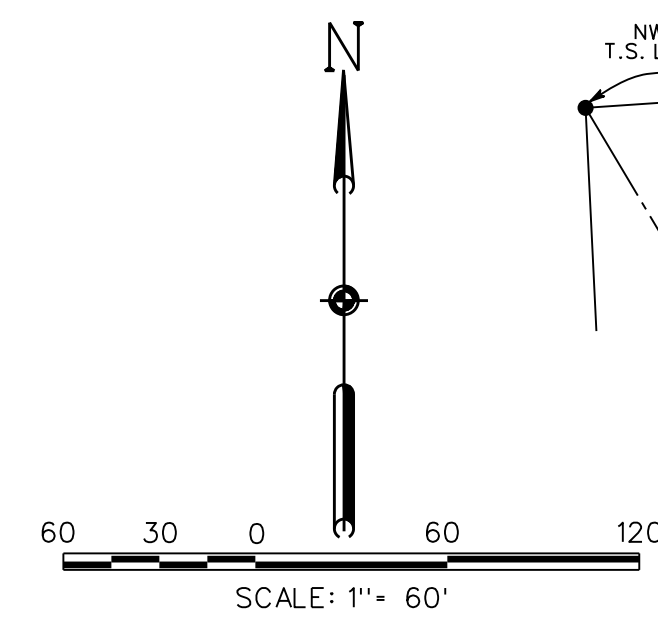
- 20. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 25 seconds East, a distance of 38.63 feet;
- 21. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
- 22. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 60 degrees 14 minutes 32 seconds West, a distance of 37.51 feet;
- 23. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 41 minutes 16 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
- 24. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 65 degrees 01 minutes 15 seconds West, a distance of 99.75 feet;
- 25. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
- 26. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of a called 12.40-acre tract of land recorded in the name of Wesley Johnson in Instrument No. 02 052985 of the O.R.B.C.;
- 27. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-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 Instrument No. 2014054480 of the O.P.R.B.C.;
- 28. Thence, continuing with said southerly line of the 154.6-acre tract and 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;
- 29. Thence, with an easterly line of said 154.6-acre tract and 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 aforesaid Henderson Road;
- 30. Thence, with the southerly line of said 154.6-acre tract and said northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the **Point of Beginning** and containing 23.70 acres of land.



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



LEGEND

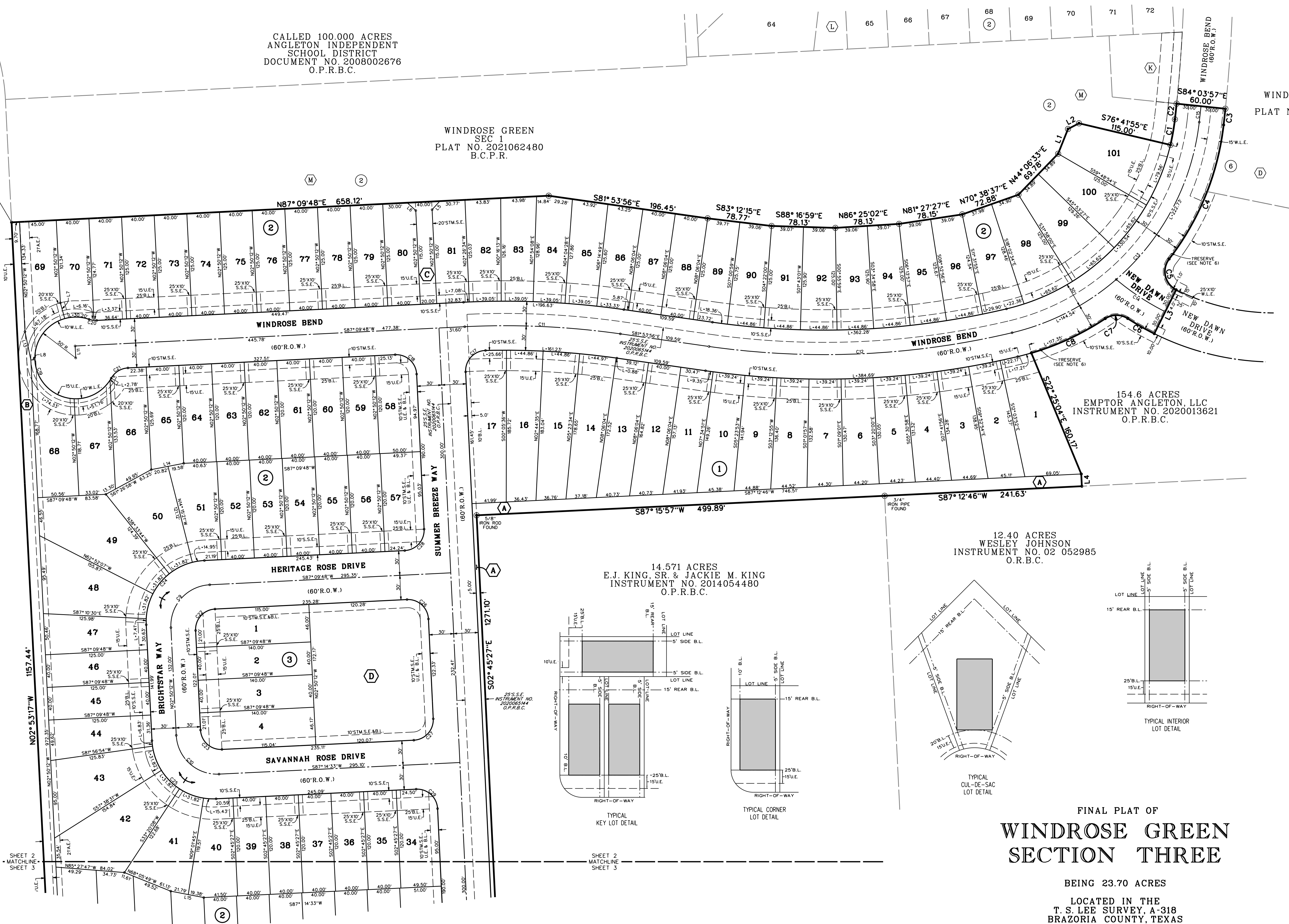
- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① INDICATES BLOCK NUMBER
- Ⓐ INDICATES RESERVE
- ↔ INDICATES STREET NAME BREAK

CALLED 100.000 ACRES
 ANGLETON INDEPENDENT
 SCHOOL DISTRICT
 DOCUMENT NO. 2008002676
 O.P.R.B.C.

WINDROSE GREEN
 SEC 1
 PLAT NO. 2021062480
 B.C.P.R.

WINDROSE GREE
 SEC 1
 PLAT NO. 2021062.
 B.C.P.R.

9.092 ACRES
 ANGLETON DRAINAGE DISTRICT
 VOL. O.R.B.C. PG. 340



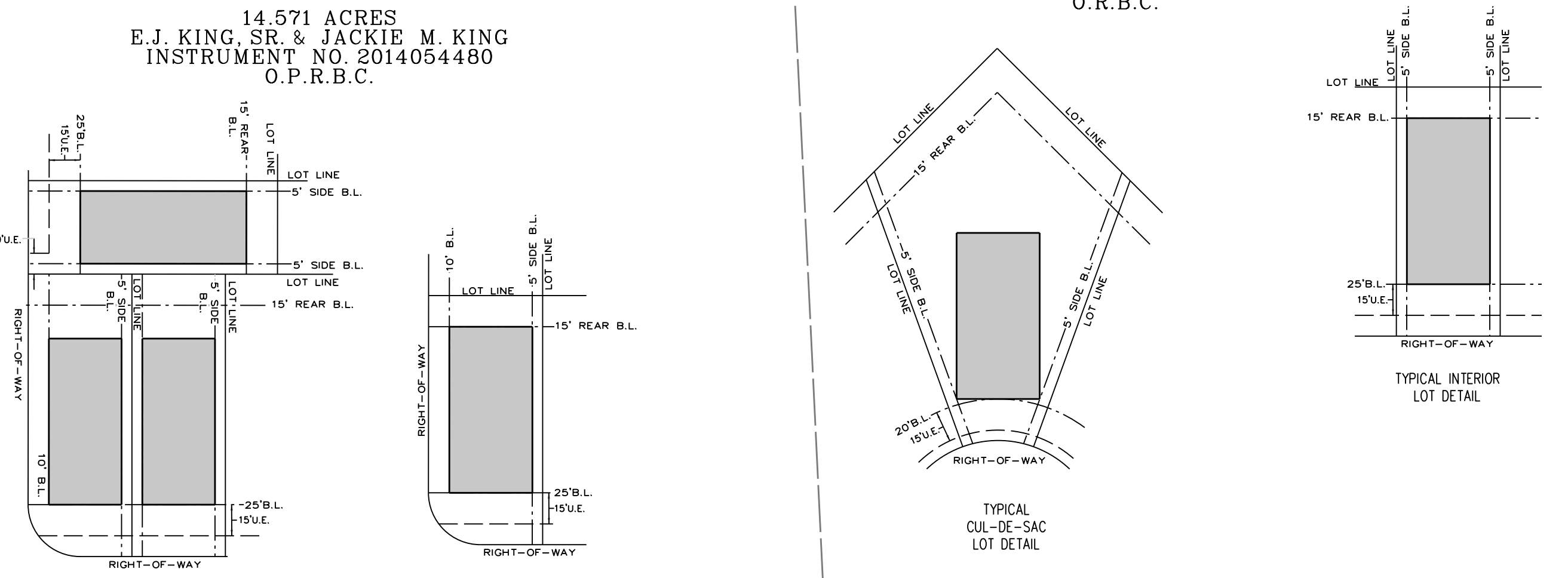
- GENERAL NOTES:
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 AD), SOUTH CENTRAL ZONE.
 - ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 - EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
 - ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
 - ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
 - A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-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.
 - 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 48039C0435 K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
 - NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
 - SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
 - RESERVES "A", "B", "C" AND "D" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
 - RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WINDROSE GREEN SECTION THREE RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ. FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ. FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 26,000 SQ. FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 101,150 SQ. FT.

ABBREVIATION TABLE

O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY



FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

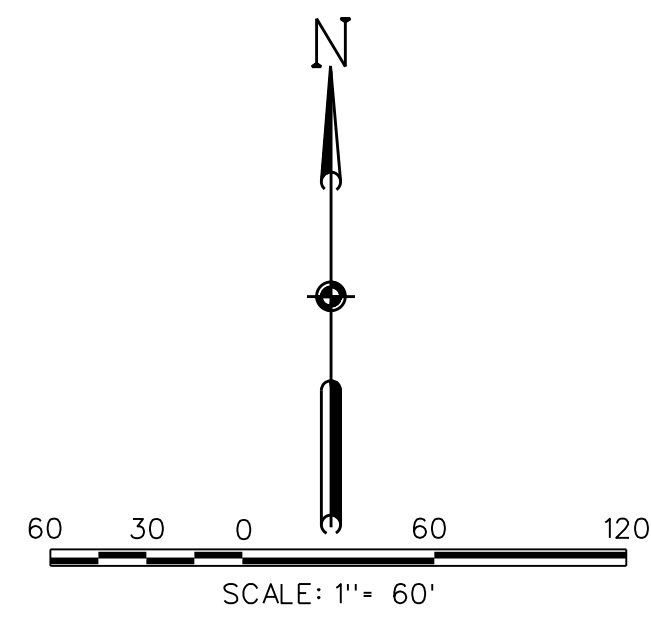
BEING 23.70 ACRES
 LOCATED IN THE
 T. S. LEE SURVEY, A-318
 BRAZORIA COUNTY, TEXAS
 122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' APRIL, 2023

PLANNER:
META
 PLANNING + DESIGN
 24275 KATY FREEWAY, SUITE 200
 KATY, TEXAS 77494
 Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
 A TEXAS LIMITED LIABILITY COMPANY
 9950 WESTPARK DR. #285
 HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
 COSTELLO INC.
 2107 CITYWEST BOULEVARD
 3RD FLOOR
 HOUSTON, TEXAS 77042
 (713) 783-7788 FAX: 783-3580
 TPBE FIRM REGISTRATION NO. 280
 TBPLS FIRM REGISTRATION NO. 100498



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① - INDICATES BLOCK NUMBER
- A - INDICATES RESERVE
- - - INDICATES STREET NAME BREAK

RESERVE "A"
HERITAGE PARK
SUBDIVISION
SECTION NO. 2
DOCUMENT NO. 2017045765
B.C.P.R.C.

WINDROSE GREEN SECTION THREE RESERVE TABLE		
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "a"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ. FT.
RESERVE "b"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ. FT.
RESERVE "c"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 26,000 SQ. FT.
RESERVE "d"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 101,150 SQ. FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N21°44'36"E	32.57
L2	N62°31'20"E	15.14
L3	S26°29'59"W	60.00
L4	S02°47'14"E	15.00
L5	N42°09'48"E	14.14
L6	N47°50'12"W	14.14
L7	S15°35'32"E	20.00
L8	N87°25'20"E	4.99
L9	S87°07'20"W	5.02
L10	N47°45'27"W	14.14
L11	S02°50'12"E	14.61
L12	N02°45'27"W	15.00
L13	N11°42'23"W	35.46
L14	N79°04'05"E	40.40
L15	N79°03'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	31.77	270.00	6° 44' 33"	N09° 55' 49" E	31.75
C2	19.31	1770.00	0° 37' 30"	N06° 14' 47" E	19.31
C3	19.96	1830.00	0° 37' 30"	S06° 14' 47" W	19.96
C4	179.28	330.00	31° 7' 38"	S22° 07' 27" W	177.08
C5	44.15	25.00	101° 11' 11"	S12° 54' 25" E	38.63
C6	37.53	330.00	6° 30' 57"	N60° 14' 32" W	37.51
C7	29.10	25.00	66° 41' 16"	S89° 40' 19" W	27.48
C8	100.13	330.00	17° 23' 9"	S65° 01' 15" W	99.75
C9	78.54	50.00	90° 0' 0"	N42° 09' 48" E	70.71
C10	78.47	50.00	89° 55' 15"	S47° 47' 50" E	70.66
C11	190.90	1000.00	10° 56' 16"	S87° 22' 04" E	190.61
C12	373.48	1000.00	21° 23' 56"	N87° 24' 06" E	371.32
C13	367.27	300.00	70° 8' 35"	N41° 37' 50" E	344.76
C14	71.98	300.00	13° 44' 47"	S56° 37' 37" E	71.80
C15	19.63	1800.00	0° 37' 30"	N06° 14' 47" E	19.63
C16	16.09	25.00	36° 52' 11"	S21° 11' 33" E	15.81
C17	39.85	25.00	91° 20' 7"	S42° 54' 37" W	35.76
C18	39.30	25.00	90° 4' 45"	N47° 47' 50" E	35.38
C19	226.25	50.00	259° 15' 58"	S20° 37' 23" E	77.01
C20	9.53	25.00	21° 50' 48"	S81° 54' 48" E	9.47
C21	25.05	25.00	57° 25' 10"	N58° 27' 13" E	24.02
C22	39.27	25.00	90° 0' 0"	S42° 09' 48" W	35.36
C23	39.24	25.00	89° 55' 15"	S47° 47' 50" E	35.33
C24	117.81	75.00	90° 0' 0"	S47° 09' 48" W	105.07
C25	117.71	75.00	89° 55' 15"	S47° 47' 50" E	105.99
C26	39.30	25.00	90° 4' 45"	S47° 47' 50" E	35.38
C27	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C28	39.24	25.00	89° 55' 15"	N42° 12' 10" E	35.33
C29	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C30	225.85	50.00	258° 48' 31"	S15° 36' 26" W	77.27
C31	25.21	25.00	57° 48' 9"	S63° 52' 23" E	24.15
C32	9.18	25.00	21° 2' 22"	N76° 43' 22" E	9.13
C33	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C34	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C35	39.21	25.00	89° 51' 36"	S42° 10' 21" W	35.31

9.032 ACRES
ANGLETON DISTRICT
VOL. 0629, P.C. 340
O.R.B.C.

4.0174 ACRES
GOOD SHEPHERD
LUTHERAN CHURCH
VOL. 86288, PG 254
O.R.B.C.

14.571 ACRES
E.J. KING SR. & JACKIE M. KING
INSTRUMENT NO. 2014054480
O.P.R.B.C.

FINAL PLAT OF
**WINDROSE GREEN
SECTION THREE**

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' APRIL, 2023

ENGINEER/SURVEYOR:

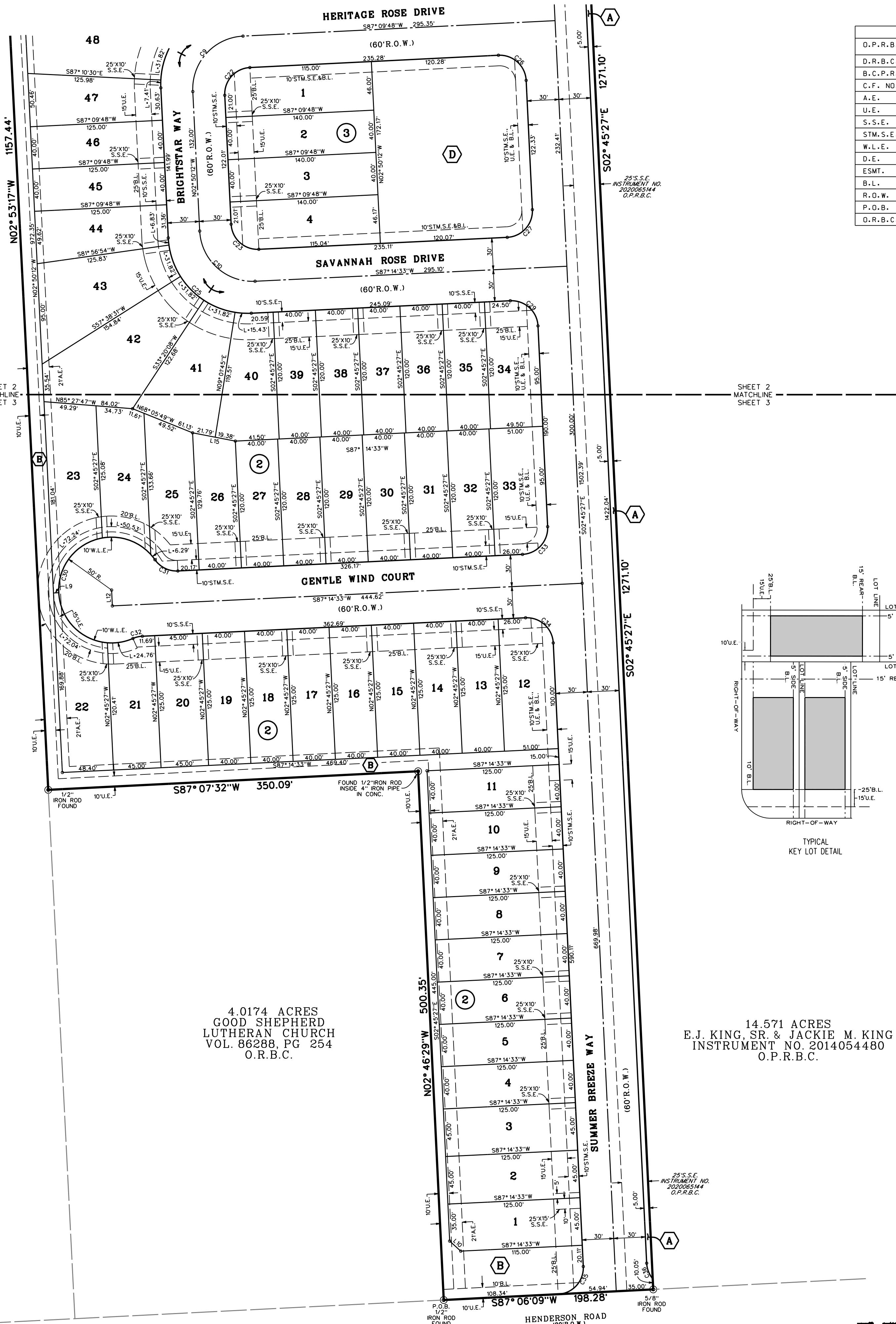


COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPCE FIRM REGISTRATION NO. 280
TBPES FIRM REGISTRATION NO. 100486

OWNER:
**EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY**

9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422



ABBREVIATION TABLE	
D.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
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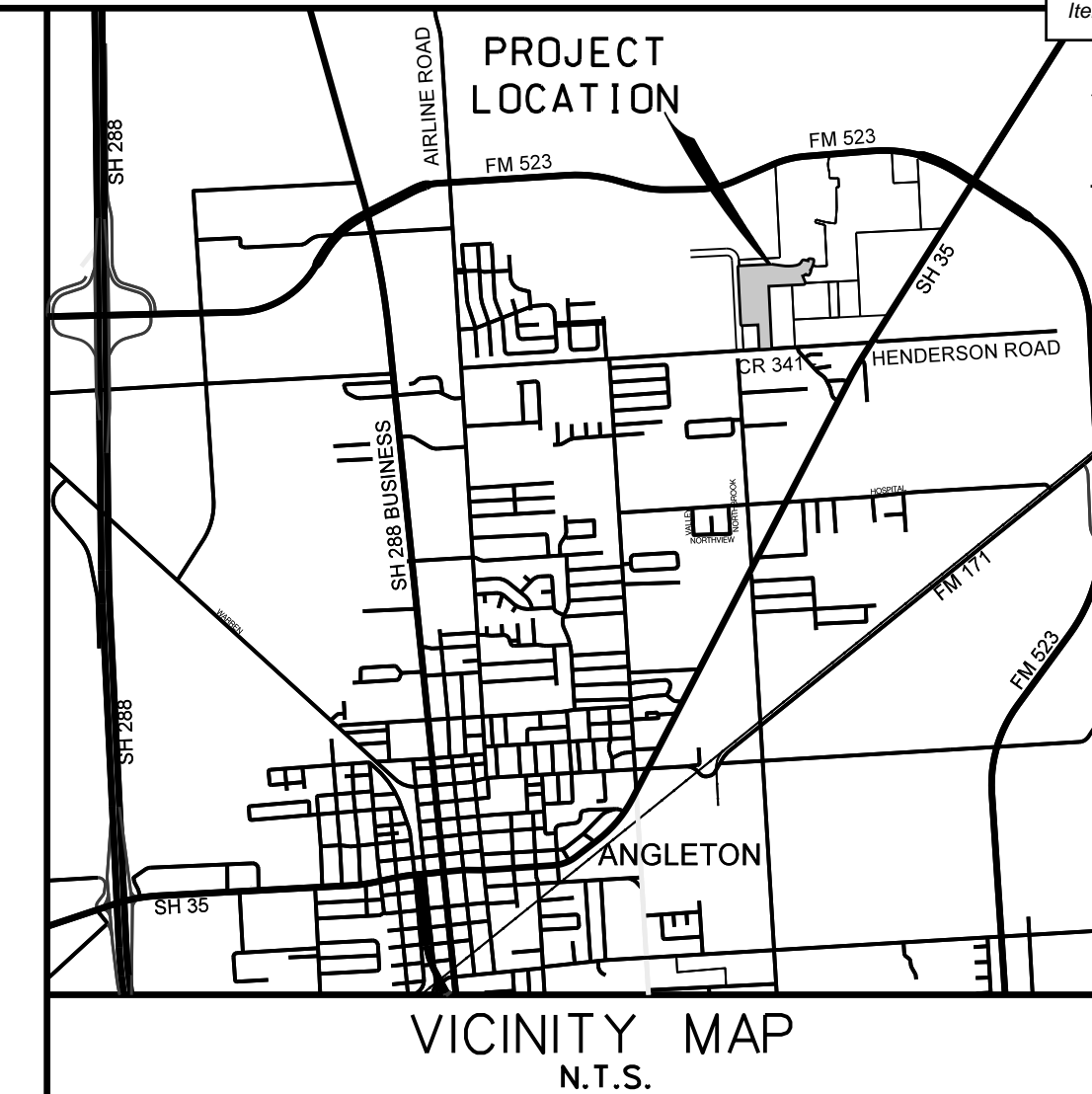
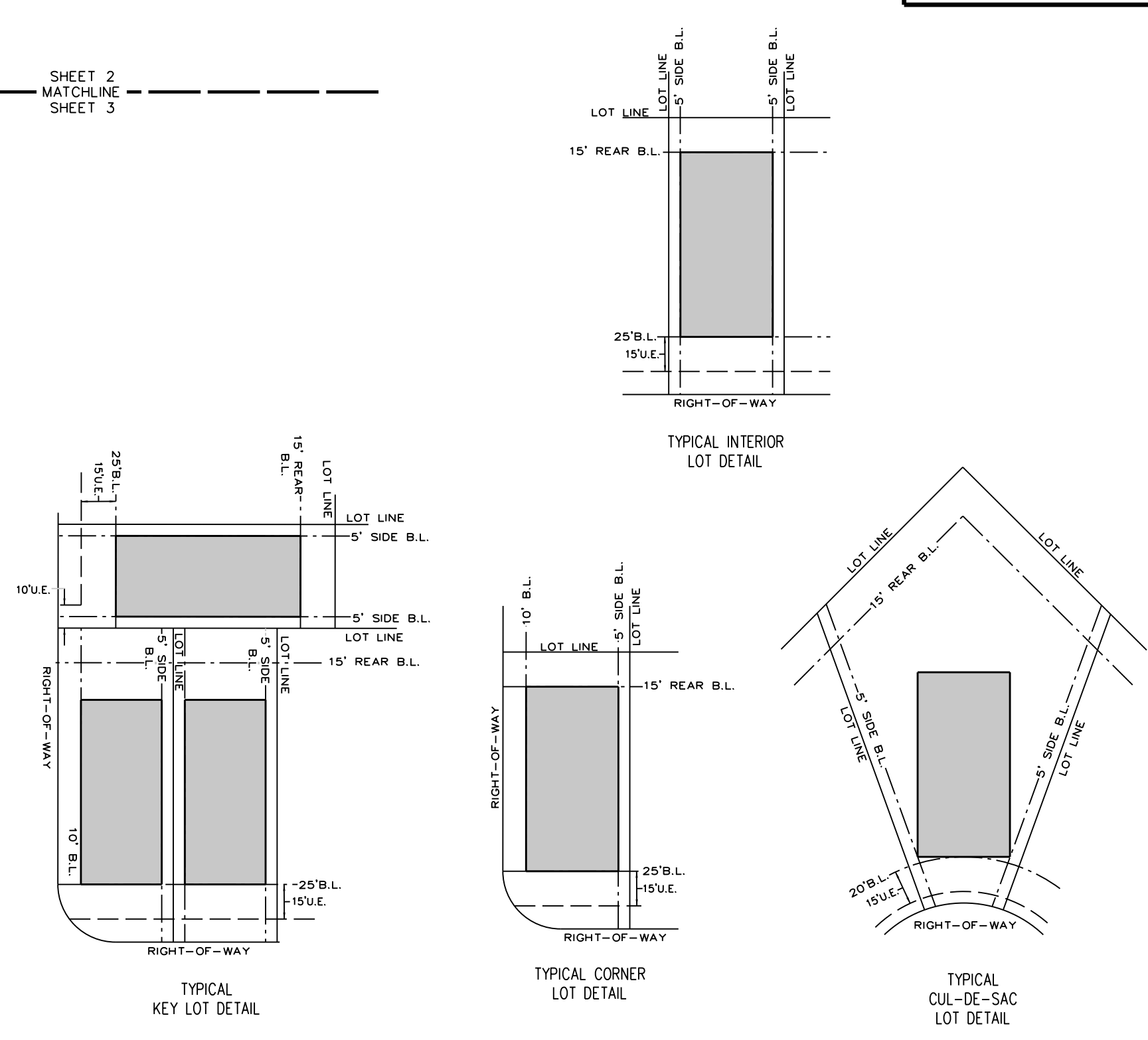




Photo of the Stockpile as of April 14, 2023



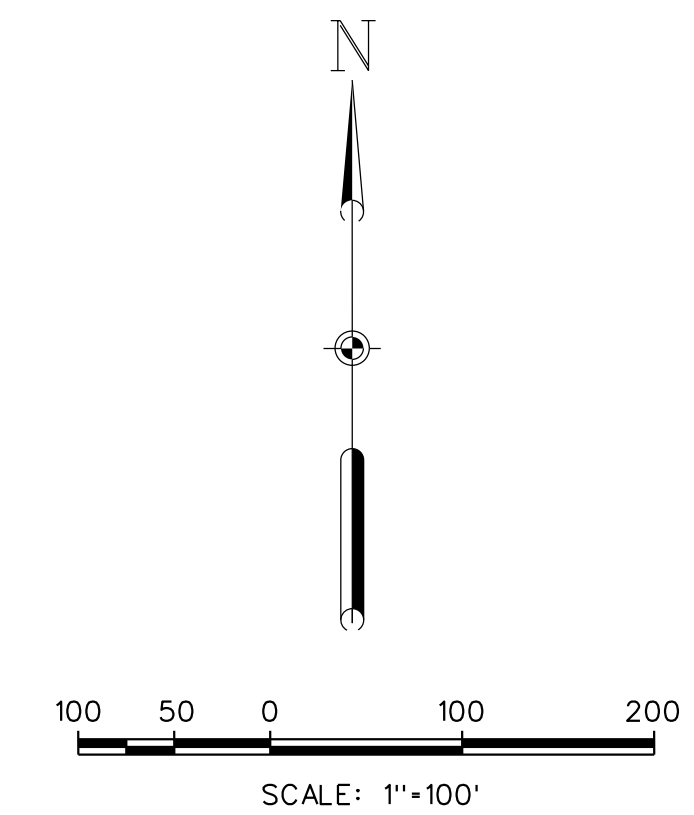
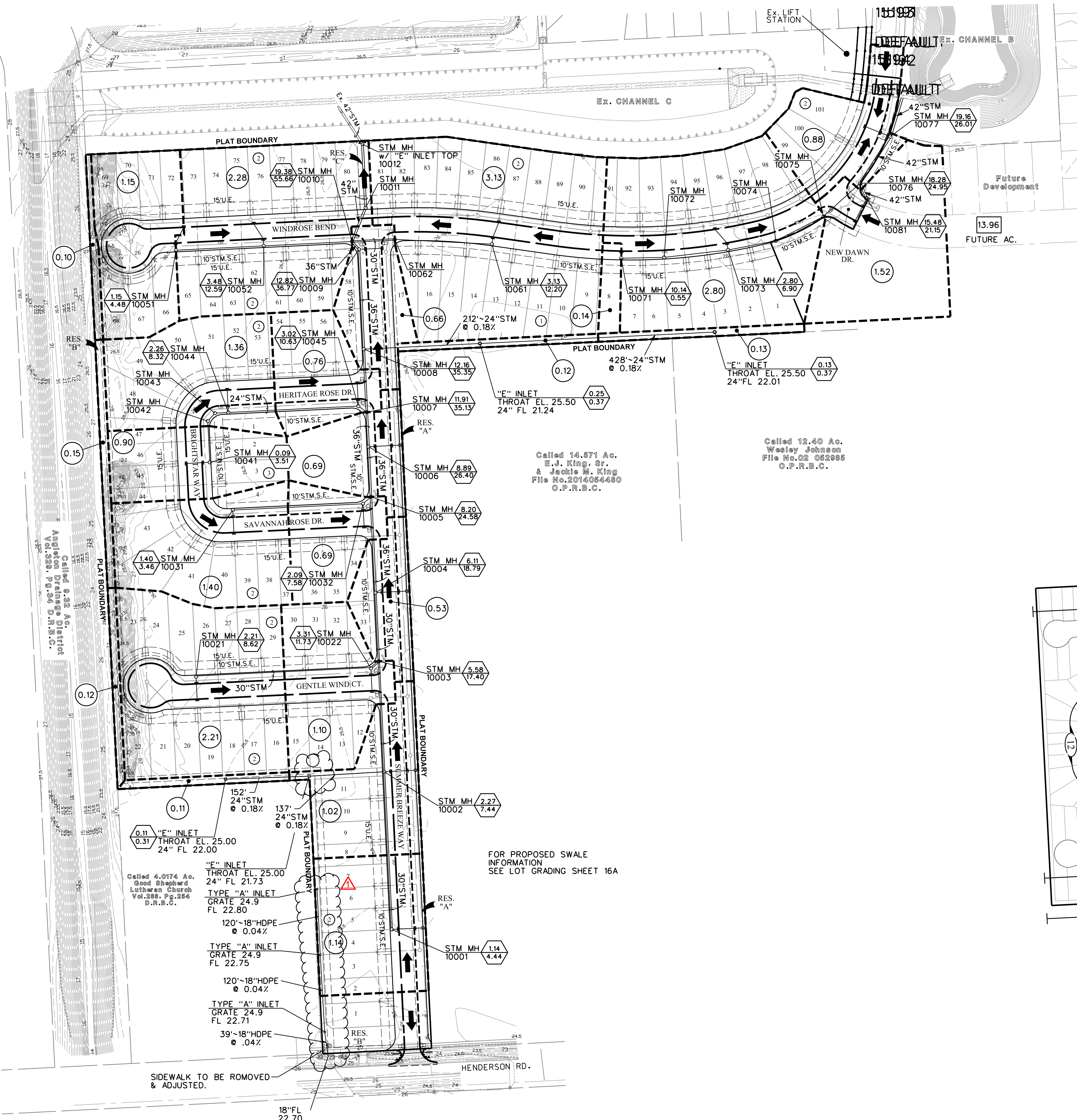
Photo of the Stockpile as of Today (April 18, 2023)



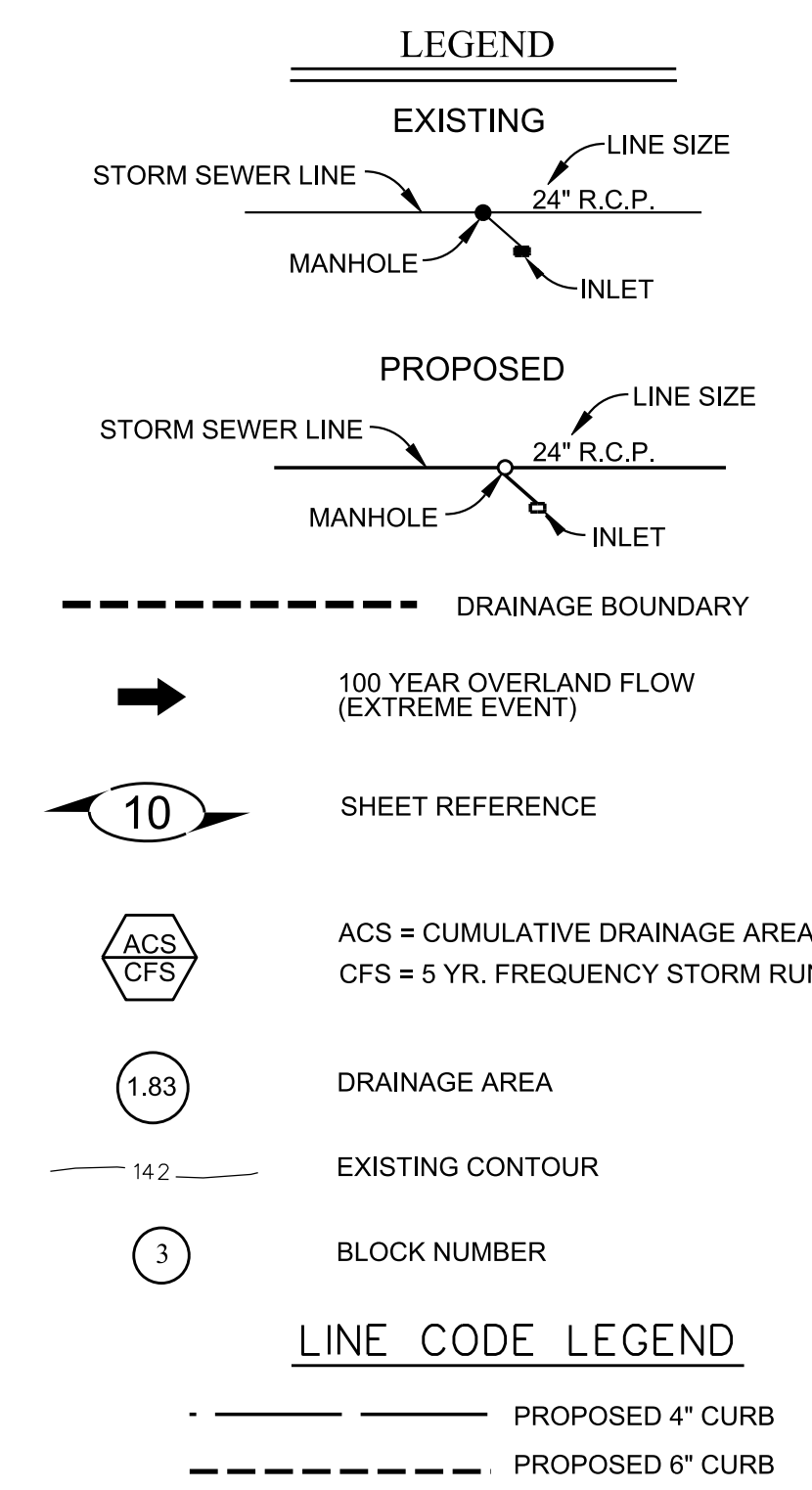
Photo of the Stockpile as of Today (April 18, 2023)

CALLED 100.000 ACRES
ANGLETON INDEPENDENT SCHOOL DISTRICT
FILE NO. 200602679
O.P.R.B.C.

WINDROSE GREEN
SECTION 1



VERTICAL DATUM
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
GEOID 28. BASED ON ALL TERRA'S RTK NETWORK.
STATIONS HACS_1012 AND HC06_14012.



UNLESS OTHERWISE SPECIFIED
ALL PROPOSED:
STORM SEWERS ARE 24"

DESIGNED BY: _____
 DESIGN CHECKED BY: _____
 DRAWN BY: _____
 COGO CHECKED BY: _____
 SURVEY CHECKED BY: _____
 QA/QC BY: _____ DATE: _____
 QA/QC REVISIONS BY: _____

REVISION	DESCRIPTION	DATE	BY	CHK.
1	REVISED GRADING AND ADDED STM. FEATURES	4/10/23	JH	AK



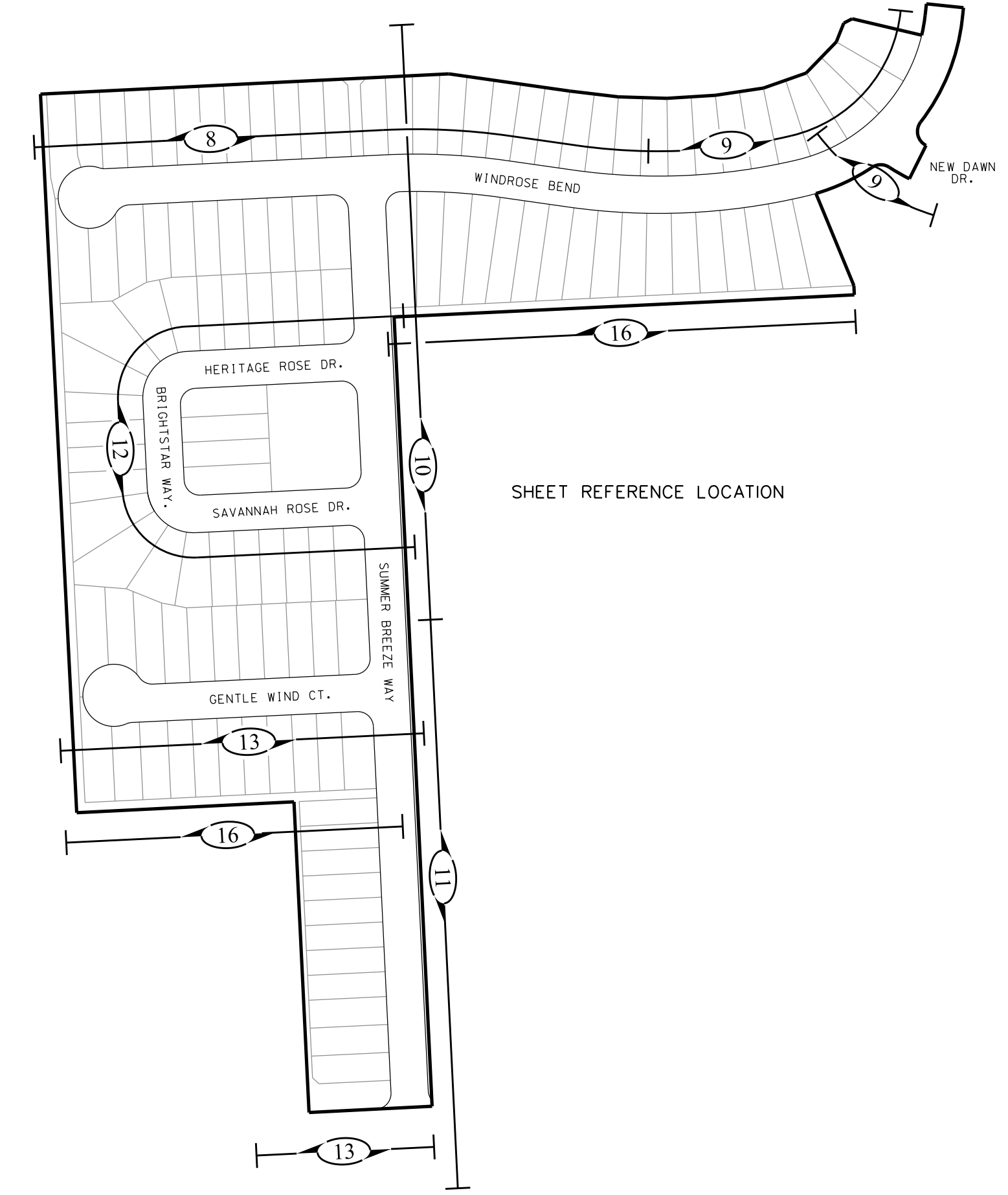
Costello
 Engineering and Surveying
 2107 CityWest Blvd., 3rd Floor
 Houston, Texas 77042
 (713) 783-7788 (713) 783-3580, Fax
 TBPLS FIRM REG. No. 289
 TBPLS FIRM REG. No. 100486



ANGLETON, TEXAS
 WINDROSE GREEN SECTION 3
 PAVING AND DRAINAGE LAYOUT

Job No.:	Scale:	SHEET
Date:	HORIZ. VERT.:	5
Dwn By:	CAD FILE:	OF 40
Chkd By:		

BRAZORIA COUNTY ENGINEERING DEPARTMENT
 REVIEWED FOR CONSTRUCTION
Cathy Fontenot 3/23/2023
 CATHY FONTENOT, DEVELOPMENT COORD. DATE



FOR PROPOSED SWALE INFORMATION
 SEE LOT GRADING SHEET 16A

Called 4,017.4 Ac.
 Good Shepherd Lutheran Church
 Vol. 388, Pgs. 384
 D.R.B.C.

120'-18" HDPE @ 0.04%
 TYPE "A" INLET
 GRATE 24.9
 FL 22.75

120'-18" HDPE @ 0.04%
 TYPE "A" INLET
 GRATE 24.9
 FL 22.71

39'-18" HDPE @ .04%
 TYPE "A" INLET
 GRATE 24.9
 FL 22.71

18" FL 22.70

SIDWALK TO BE REMOVED & ADJUSTED.

Called 14.671 Ac.
 E.J. King, Sr. & Jackie W. King
 File No. 02 082005
 O.P.R.B.C.

Called 12.40 Ac.
 Wesley Johnson
 File No. 02 082005
 O.P.R.B.C.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
 2107 CITYWEST BLVD., 3RD FLOOR
 HOUSTON, TEXAS 77042
 (713) 783-7788 (713) 783-3580
 FAX (713) 783-3580
 TBPLS FIRM REG. NO. 289
 TBPLS FIRM REG. NO. 100486

C:\JOB NO. 2021-450-101.001 WINDROSE GREEN SECTION 3

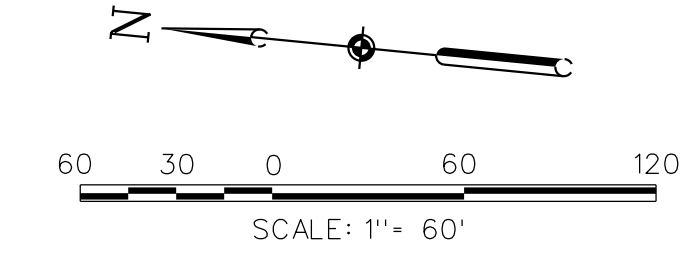
VERTICAL DATUM
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
GEOID 28.0, BASED ON ALL TERRA'S RTK NETWORK.
STATIONS HAGS_1012 AND HC0G_14012.

LEGEND

- 6" 91.23 TOP OF CURB
- 26.6 FINISHED GRADE ELEVATION
- 142 EXISTING CONTOUR
- ← LOT FLOW DIRECTION
- 11/2 LOT NUMBER / BLOCK NUMBER

NOTES:

- BROADCAST SEED ALL FILL AREAS
- MUCK OUT AND PROOF ROLL LOW AREAS.



ALL FILL AREAS SHALL BE PROOF ROLLED AND BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY AT +/- 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT.

EXISTING CONTOURS INDICATED ON THIS SHEET ARE PRIOR TO ANY MASS GRADING / FILL PLACEMENT

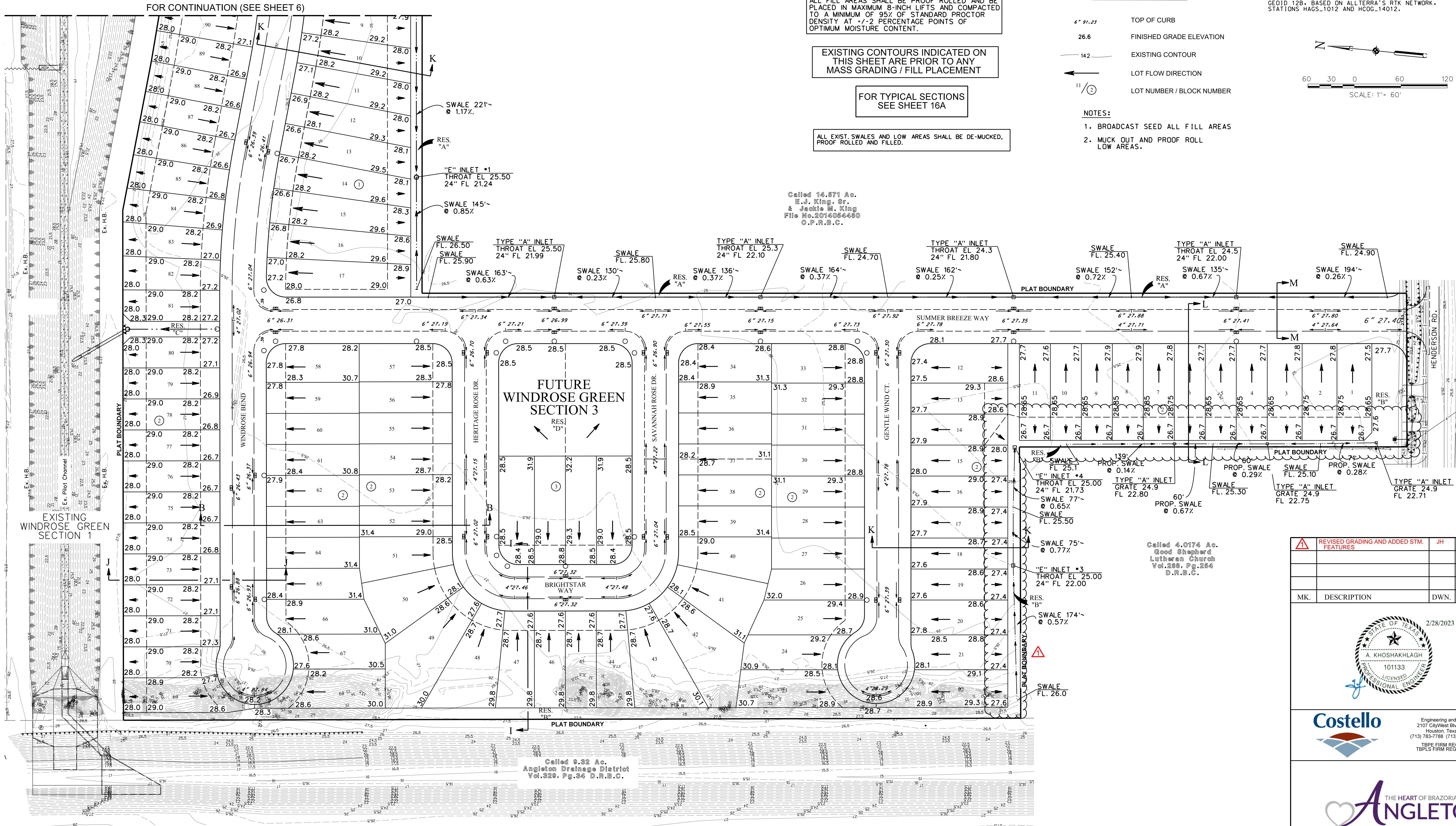
FOR TYPICAL SECTIONS SEE SHEET 16A

ALL EXIST. SWALES AND LOW AREAS SHALL BE DE-MUCKED, PROOF ROLLED AND FILLED.

Called 14.871 Ac.
E.J. King, Sr.
& Jackie W. King
File No. 2014054460
O.P.R.B.C.

Called 4.0174 Ac.
God Shaped
Lutheran Church
Vol. 286, Pg. 264
D.R.B.C.

Called 0.32 Ac.
Angleton Drainage District
Vol. 320, Pg. 34 D.R.B.C.



REVISION	DESCRIPTION	BY	DATE	CHK.
Δ	REVISED GRADING AND ADDED STM. FEATURES	JH	4/10/23	AK

MK.	DESCRIPTION	DWN.	DATE	CHK.

ANGLETON, TEXAS

WINDROSE GREEN SECTION 3

LOT GRADING LAYOUT
(1 of 2)

Job No.:	Scale:	SHEET
Date:	HORZ: 1"=60'	16A
Dwn By:	VERT:	OF 40
Chkd By:	CAD FILE:	

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION

Cathy Fontenot 3/23/2023
CATHY FONTENOT, DEVELOPMENT COORD. DATE



April 17, 2023

Renissa M. Garza Montalvo, AICP, CPRP, Plat Coordinator
Costello Engineering & Surveying
2107 CityWest Blvd., 3rd Floor
Houston, TX 042

Mayor Jason Perez

**John Wright,
Mayor pro-tem,
Position 3**

**Christiene Daniel
Council Member,
Position 1**

**Travis Townsend
Council Member,
Position 2**

**Cecil Booth
Council Member,
Position 4**

**Mark Gongora
Council Member,
Position 5**

**Chris Whittaker
City Manager**

**Michelle Perez
City Secretary**

RE: Windrose Green Section 3 Final Plat

Dear Renissa,

The City of Angleton City Council discussed and acted upon the request for approval of the Windrose Green Section 3 Final Plat in their regular session. On Tuesday, April 11, 2023 (Agenda Item #4), the City Council voted (2 in-favor/3-opposed) to disapprove the filed Windrose Green Section 3 Final Plat.

Pursuit to **Texas Local Government Code, Sec. 212.0091**, I am required to provide the above decision of disapproval by articulating each specific condition for the reason for disapproval. Final Plats are required to completely satisfy the requirements of the City of Angleton, Code of Ordinances **Section 23-95C(1)** and **Section 23-118, Final Plats** provisions. The applicant is also obligated to adhere to Code of Ordinances **Section 23-98 Public improvement acceptance** and timing of required improvements at the time of final plat approval and recordation.

I am forwarding to you the following reasons and conditions that needing addressing:

1. Correction is needed on references of 2 adjoining properties, i.e. Good Shepherd Lutheran Church (SW) and the Angleton Drainage District ditch on the west side, drainage ditch 1986 acquired deed references should be referenced to "Deeds filed for record in Brazoria County". Please insure this coordinated on metes and bounds description and the drawing showing the area.
2. The final plat shall conform substantially to the approved preliminary plat and phasing plan and any conditions imposed. Questions and drainage concerns over grading were raised, including final grading/drainage and dirt materials currently being stored are handled due to staging and hauling. This final construction needs to be completed to avoid any negative impact as it relates to Section 3 and any future sections. (Questions were asked by City Council of where the water would outfall in relationship to the associated ditch and detention pond).

If you should have any questions, feel free to contact me.

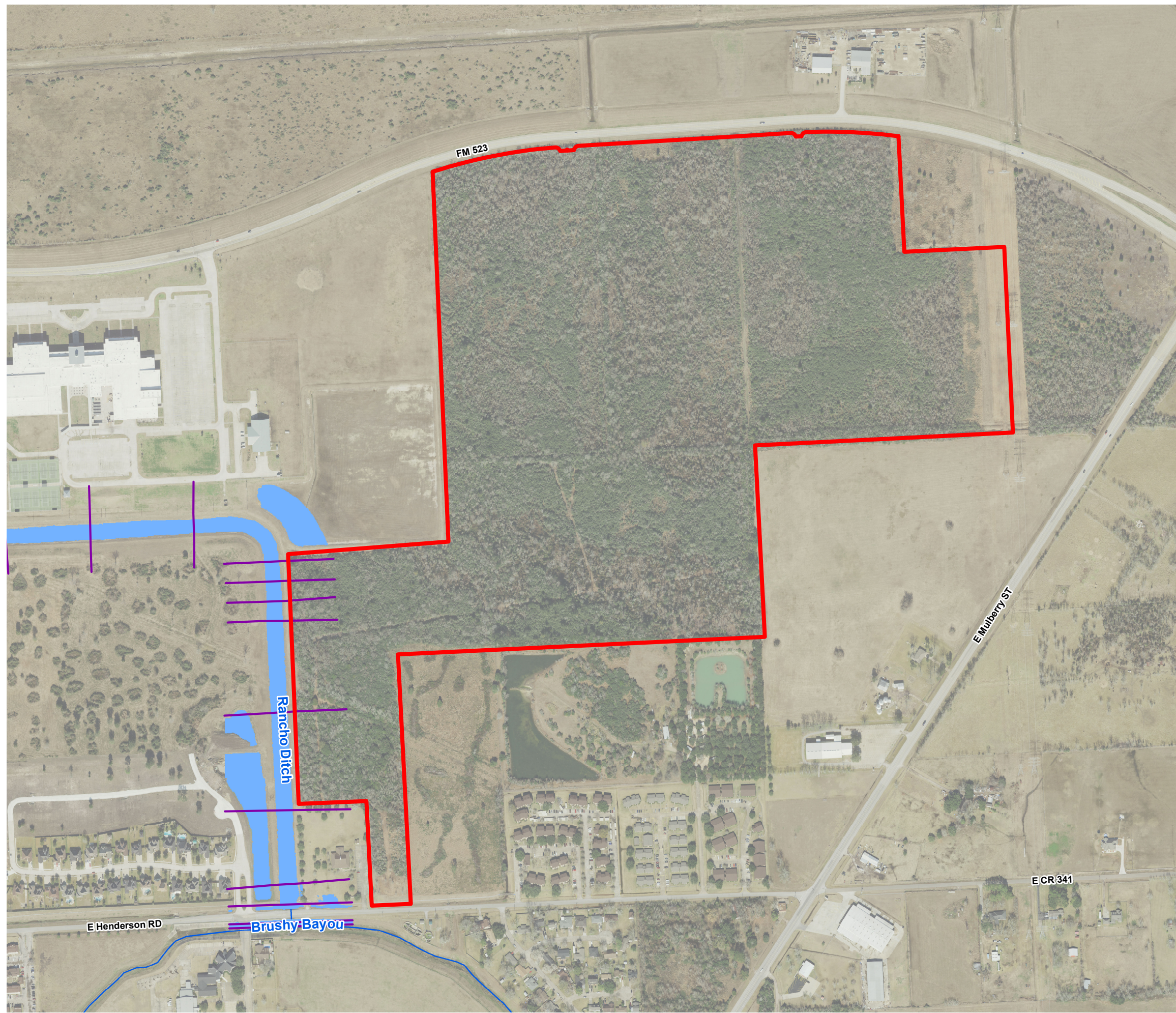
Cordially,

Otis T. Spriggs, AICP, Development Services Director

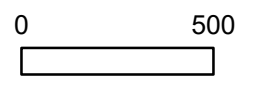
Cc: Chris Whittaker, City Manager
Judith ElMasri, City Attorney
John Peterson, HDR/ City Engineer

121 S Velasco
Angleton, TX 77515
Phone: 979-849-4364
Fax: 979-849-5561

www.angleton.tx.us







N



Feet
1 in = 500 ft

Legend

-  Stream
-  DIA HEC-RAS XS
-  Windrose Green Boundary
-  Rancho Ditch TP40 100-Year Floodplain (DIA Analysis)

NOTE: THIS IS THE RESULTANT FLOODPLAIN OF THE DRAINAGE IMPACT ANALYSIS REFLECTING THE HENDERSON ROAD CULVERT IMPROVEMENT AND THE FULLY DEVELOPED WINDROSE GREEN. THIS IS NOT THE FEMA REGULATORY FLOODPLAIN



Costello, Inc.
Engineering and Surveying
TBPE Firm Registration No. 280

**WINDROSE GREEN
DRAINAGE IMPACT ANALYSIS
TP40 DIA FLOODPLAIN
RANCHO DITCH**

JOB NO.: 2013219-001-DS-002 DATE: APR 2023 BY: N

March 30, 2023

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

Re: On-Going Services
Windrose Green Section 3 Subdivision Final Plat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

Sheet 1 of 3

1. Remove additional text shown in the Engineer's Certification Block
2. Provide the required plat notes take from the Angleton LDC Sec.23-115, L.
3. Update text shown. Plat drawing shows "O.P.R.B.C."

Sheet 2 of 3

4. Label existing New Dawn Drive from Windrose Green Section 1.
5. Verify street name "Windrose Bend". Per preliminary plat, "Windrose Bend Drive" was used.
6. Update the FEMA FIRM information in Plat Note #8 to reflect current information
7. Show bearing and distance for the east line shown along the King Subdivision.

HDR takes no objection to the proposed Windrose Green Section 3 Subdivision Final Plat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT EMPTOR 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 THREE, 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 THE 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 AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAbove DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERRECT OR CONSIDER ERRECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERRECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

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, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CDL VENTURES, LLC, MANAGER
BY: CONCURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF ___, 2023.

NOTARY PUBLIC
STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE ___ DAY OF ___, 20 __. THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

- 1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT
- 2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
- 3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
- 4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, 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 LLC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL. ~~THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.~~

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

APPROVED THIS ___ DAY OF ___, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY SECRETARY

APPROVED THIS ___ DAY OF ___, 2023, 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 ___, 2023, BY _____, CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

Update text shown. Plat drawing shows O.P.R.B.C.

METES AND BOUNDS DESCRIPTION
23.70 ACRES

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in File No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 23.70-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 1/2-inch iron rod found the southeast corner of a called 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 Deed Records of Brazoria County (D.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 feet wide);

- 1. Thence, with the westerly line of said 154.6-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 154.6-acre tract and the northeast corner of said 4.0174-acre tract;
- 2. Thence, with a southerly line of said 154.6-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 easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 329, Page 340 of the D.R.B.C.;
- 3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M" of Windrose Green Sec 1, a subdivision recorded in Plat Number 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

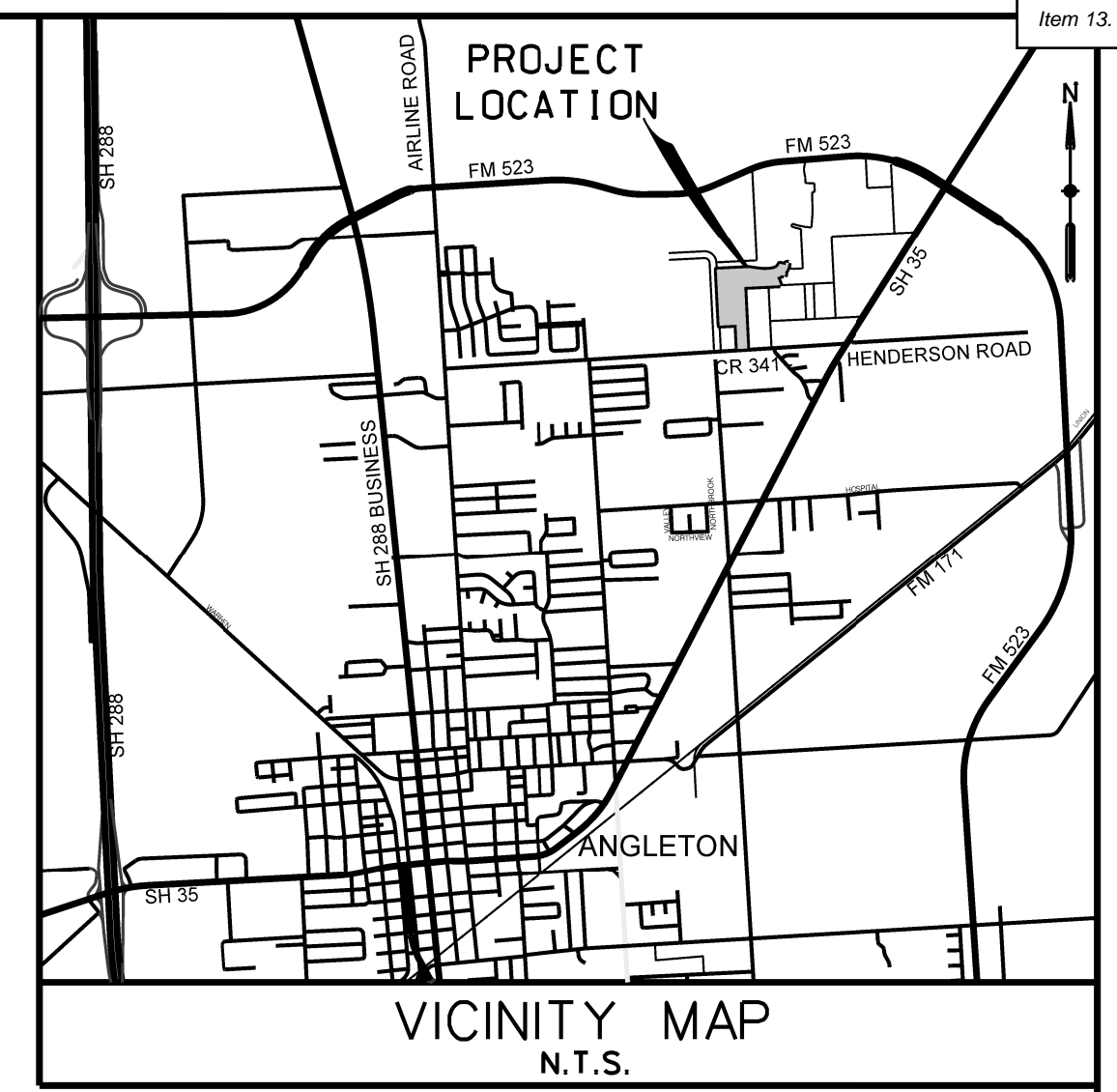
- 1. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
- 2. South 81 degrees 53 minutes 56 seconds East, a distance of 196.45 feet;
- 3. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
- 4. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
- 5. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
- 6. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
- 7. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
- 8. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
- 9. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
- 10. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
- 11. South 76 degrees 41 minutes 55 seconds East, a distance of 115.00 feet to a east line of said Reserve "M";
- 12. Thence, with a east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.75 feet;
- 13. Thence, continuing with said east line of Reserve "M", 19.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.31 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Sec 1, same being the south terminus of Windrose Bend (60' wide) of aforesaid Windrose Green Sec 1;
- 14. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of aforesaid Windrose Green Sec 1;
- 15. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
- 16. 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", totaling a distance of 179.28 feet, through aforesaid 154.6-acre tract, said curve having a central angle of 31 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6-acre tract, the following seven (7) courses:

- 1. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 25 seconds East, a distance of 38.63 feet;
- 2. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
- 3. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 60 degrees 14 minutes 32 seconds West, a distance of 37.51 feet;
- 4. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 41 minutes 16 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
- 5. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 65 degrees 01 minutes 15 seconds West, a distance of 99.75 feet;
- 6. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
- 7. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of 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.;
- 8. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-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.;
- 9. Thence, continuing with said southerly line of the 154.6-acre tract and 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;
- 10. Thence, with an easterly line of said 154.6-acre tract and 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 aforesaid Henderson Road;
- 11. Thence, with the southerly line of said 154.6-acre tract and said northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the Point of Beginning and containing 23.70 acres of land.

Remove additional text shown in the Engineer's Certification Block

Provide the required plat notes take from the Angleton LLC Sec. 23-115, L.



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.
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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.
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FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

JANUARY, 2023

ENGINEER/SURVEYOR:

Costello

OWNER:

EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY



COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

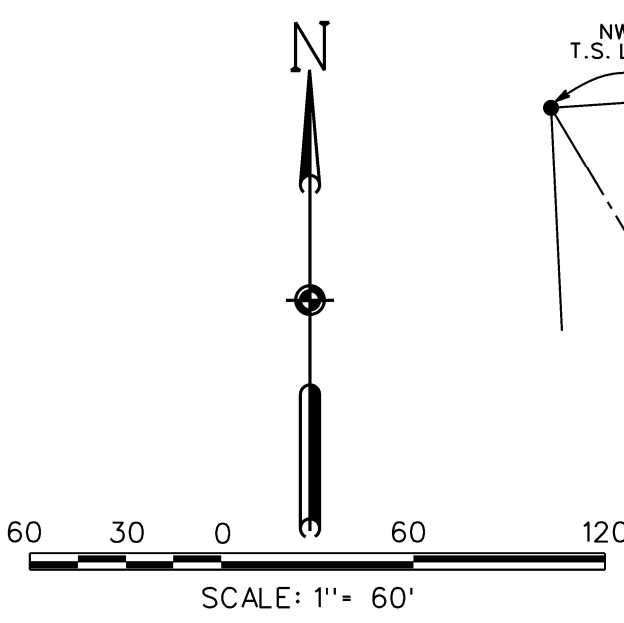
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

CALLED 100.000 ACRES
ANGLETON INDEPENDENT
SCHOOL DISTRICT
FILE NO. 2008002676
O.P.R.B.C.

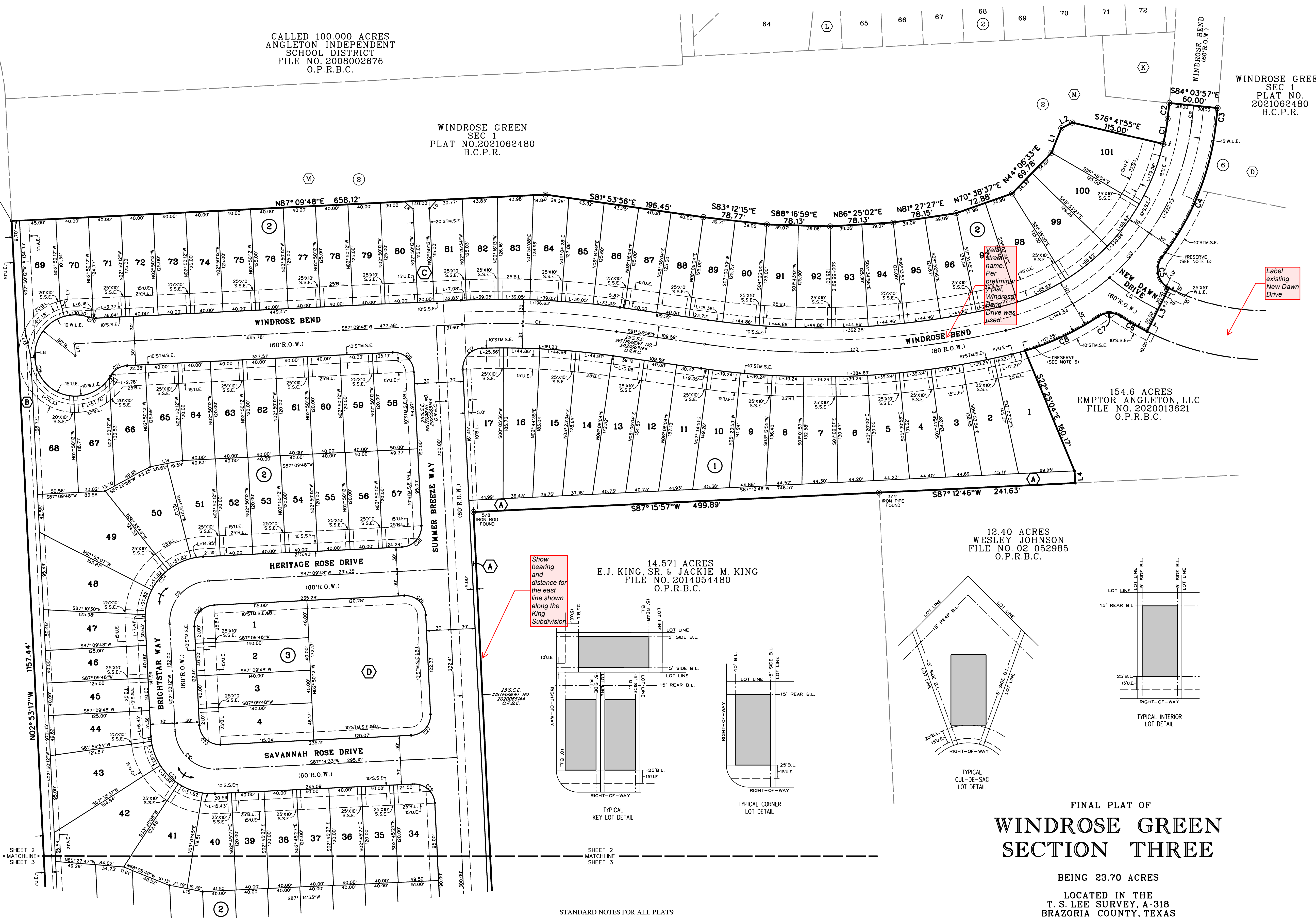
WINDROSE GREEN
SEC 1
PLAT NO. 2021062480
B.C.P.R.

WINDROSE GREEN
SEC 1
PLAT NO.
2021062480
B.C.P.R.



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① - INDICATES BLOCK NUMBER
- Ⓐ - INDICATES RESERVE
- - INDICATES STREET NAME BREAK



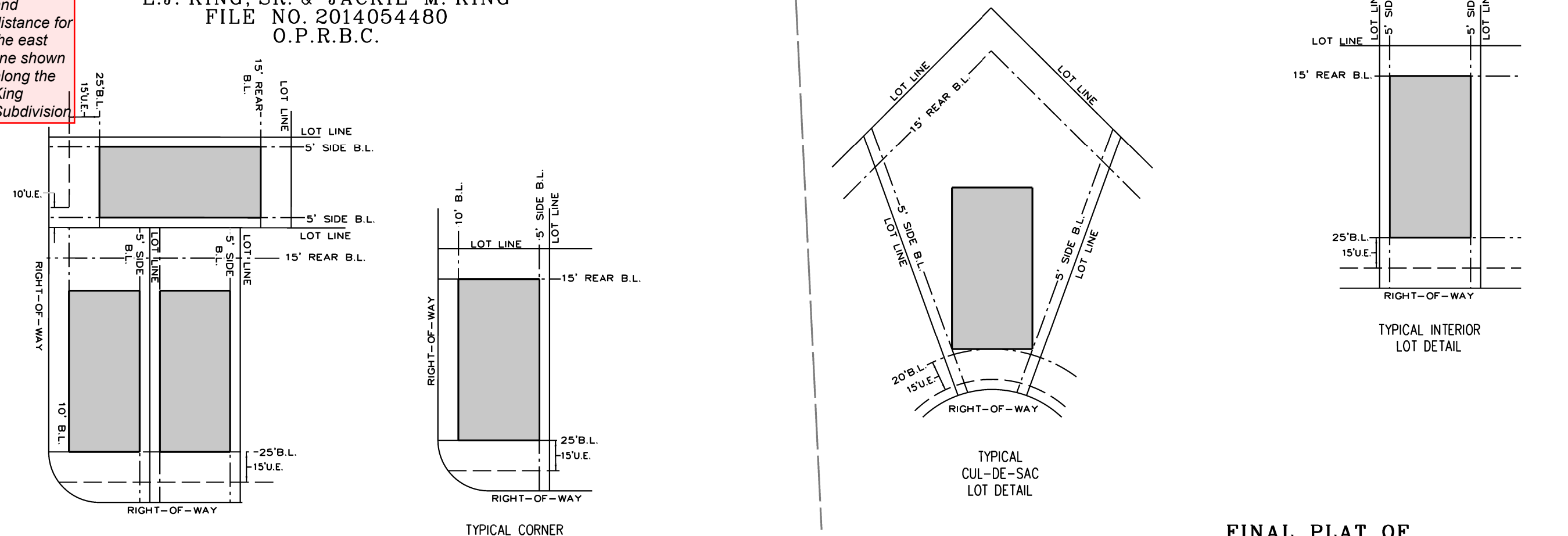
RESERVE "A"
HERITAGE PARK
SUBDIVISION
SECTION NO. 2
DOCUMENT NO. 2017045765
O.P.R.B.C.

9.032 ACRES
ANGLETON DRAINAGE DISTRICT
VOL. 329, PG. 340 D.R.B.C.

12.40 ACRES
WESLEY JOHNSON
FILE NO. 02 052985
O.P.R.B.C.

14.571 ACRES
E.J. KING, SR. & JACKIE M. KING
FILE NO. 2014054480
O.P.R.B.C.

Show bearing and distance for the east line shown along the King Subdivision



- GENERAL NOTES:
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
 - ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 - EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
 - ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
 - ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
 - A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-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.
 - 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 H4G3_1012 AND H4G3_14012.
ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 H, DATED JUNE 5, 1989 THIS PROPERTY LIES IN UNSHADDED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
 - NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
 - SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
 - RESERVES "A", "B", "C" AND "D" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
 - RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WINDROSE GREEN SECTION THREE
RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 50 FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 50 FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 26,000 50 FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 50 FT.
TOTAL:		1.79 AC. / 101,150 50 FT.

ABBREVIATION TABLE

O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

STANDARD NOTES FOR ALL PLATS:

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.

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FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

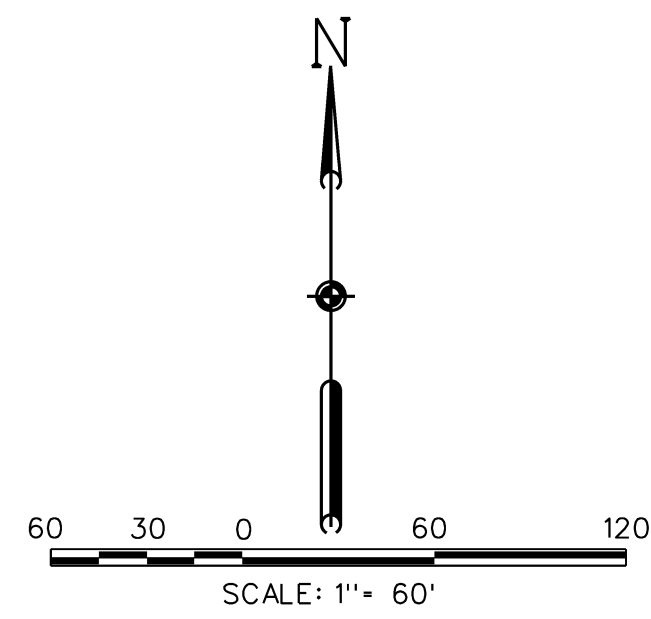
BEING 23.70 ACRES
LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' JANUARY, 2023

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ⊙ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- ① - INDICATES BLOCK NUMBER
- A - INDICATES RESERVE
- - - INDICATES STREET NAME BREAK

RESERVE "A"
HERITAGE PARK
SUBDIVISION
SECTION NO. 2
DOCUMENT NO. 2017045765
O.P.R.B.C.

WINDROSE GREEN SECTION THREE RESERVE TABLE		
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RESERVE "D"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 101,150 SQ. FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N21°44'36"E	32.57
L2	N62°31'20"E	19.96
L3	S26°29'59"W	60.00
L4	S02°47'14"E	15.00
L5	N42°09'48"E	14.14
L6	N47°50'12"W	14.14
L7	S15°35'32"E	20.00
L8	N87°25'20"E	4.99
L9	S87°07'20"W	5.02
L10	N47°45'27"W	14.14
L11	S02°50'12"E	14.61
L12	N02°45'27"W	15.00
L13	N11°42'23"W	35.46
L14	N79°04'05"E	40.40
L15	N79°03'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	31.77	270.00	6° 44' 33"	N09° 55' 49" E	31.75
C2	19.31	1770.00	0° 37' 30"	N06° 14' 47" E	19.31
C3	19.96	1830.00	0° 37' 30"	S06° 14' 47" W	19.96
C4	179.28	330.00	31° 7' 38"	S22° 07' 21" W	177.08
C5	44.15	25.00	101° 11' 11"	S12° 54' 25" E	38.63
C6	37.53	330.00	6° 30' 57"	N60° 14' 32" W	37.51
C7	29.10	25.00	66° 41' 16"	S89° 40' 19" W	27.48
C8	100.13	330.00	17° 23' 9"	S65° 01' 15" W	99.75
C9	78.54	50.00	90° 0' 0"	N42° 09' 48" E	70.71
C10	78.47	50.00	89° 55' 15"	S47° 47' 50" E	70.66
C11	190.90	1000.00	10° 56' 16"	S87° 22' 04" E	190.61
C12	373.48	1000.00	21° 23' 56"	N87° 24' 06" E	371.32
C13	367.27	300.00	70° 8' 35"	N41° 37' 50" E	344.76
C14	71.98	300.00	13° 44' 7"	S56° 37' 37" E	71.80
C15	19.63	1800.00	0° 37' 30"	N06° 14' 47" E	19.63
C16	16.09	25.00	36° 52' 11"	S21° 11' 33" E	15.81
C17	39.85	25.00	91° 20' 7"	S42° 54' 37" W	35.76
C18	39.30	25.00	90° 4' 45"	N47° 47' 50" E	35.38
C19	226.25	50.00	258° 15' 58"	S20° 37' 23" E	77.01
C20	9.53	25.00	21° 50' 48"	S81° 54' 48" E	9.47
C21	25.05	25.00	57° 25' 10"	N58° 27' 13" E	24.02
C22	39.27	25.00	90° 0' 0"	S42° 09' 48" W	35.36
C23	39.24	25.00	89° 55' 15"	S47° 47' 50" E	35.33
C24	117.81	75.00	90° 0' 0"	S47° 09' 48" W	105.07
C25	117.71	75.00	89° 55' 15"	S47° 47' 50" E	105.99
C26	39.30	25.00	90° 4' 45"	S47° 47' 50" E	35.38
C27	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C28	39.24	25.00	89° 55' 15"	N42° 12' 10" E	35.33
C29	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C30	225.85	50.00	258° 48' 31"	S15° 36' 26" W	77.27
C31	25.21	25.00	57° 46' 9"	S63° 52' 23" E	24.15
C32	9.18	25.00	21° 2' 22"	N76° 43' 22" E	9.13
C33	39.27	25.00	90° 0' 0"	N42° 14' 33" E	35.36
C34	39.27	25.00	90° 0' 0"	S47° 45' 27" E	35.36
C35	39.21	25.00	89° 51' 36"	S42° 10' 21" W	35.31

9.032 ACRES
ANGLETON DRAINAGE DISTRICT
VOL. 329, PG. 340 D.R.B.C.

4.0174 ACRES
GOOD SHEPHERD
LUTHERAN CHURCH
VOL. 288, PG. 254
O.P.R.B.C.

14.571 ACRES
E.J. KING SR. & JACKIE M. KING
FILE NO. 2014054480
O.P.R.B.C.

FINAL PLAT OF
WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' JANUARY, 2023

ENGINEER/SURVEYOR:

Costello

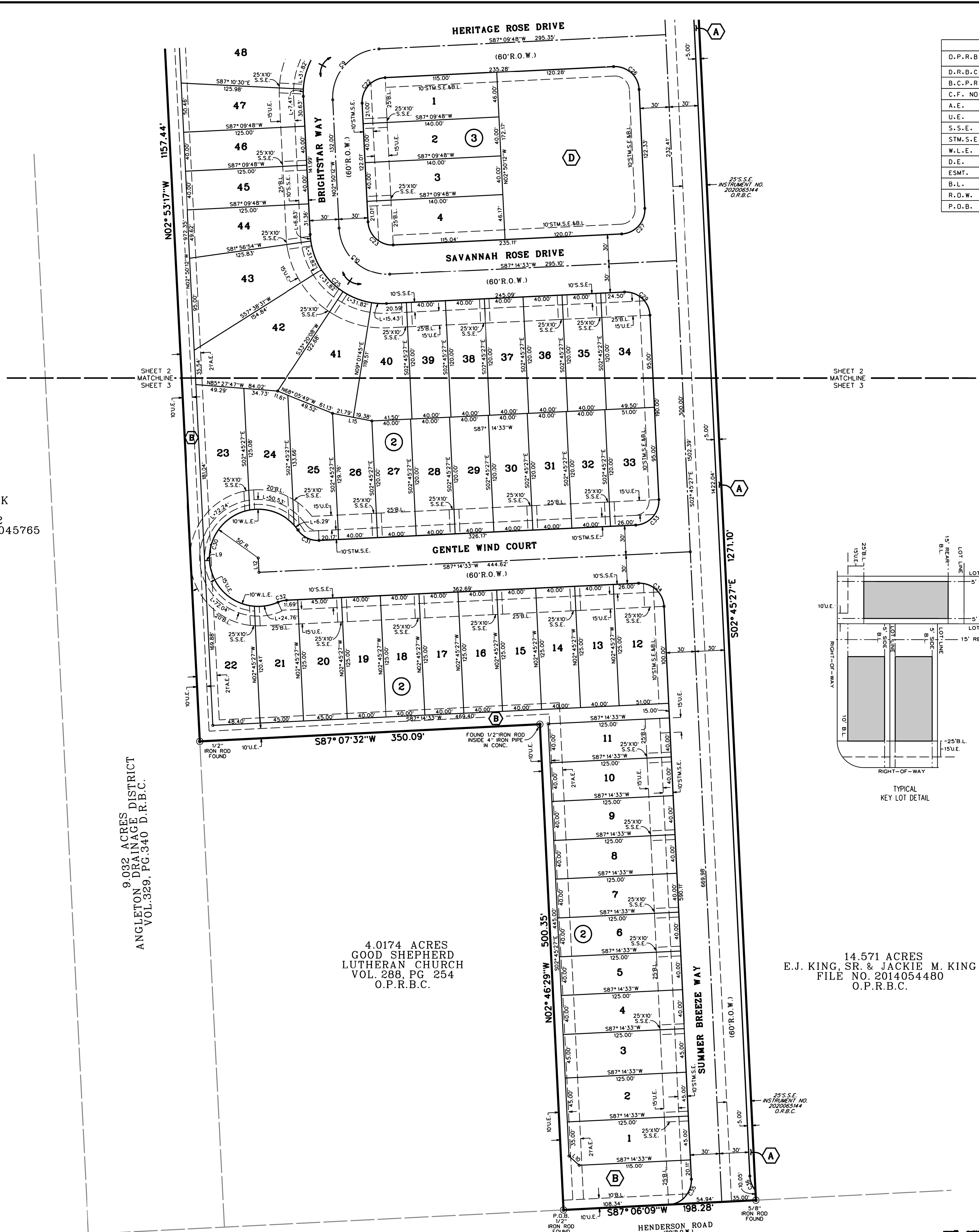


COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

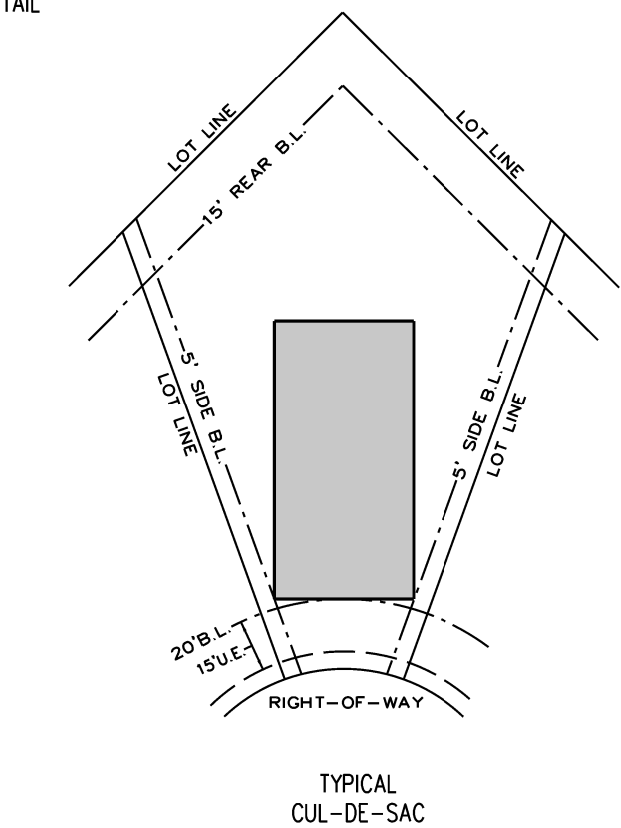
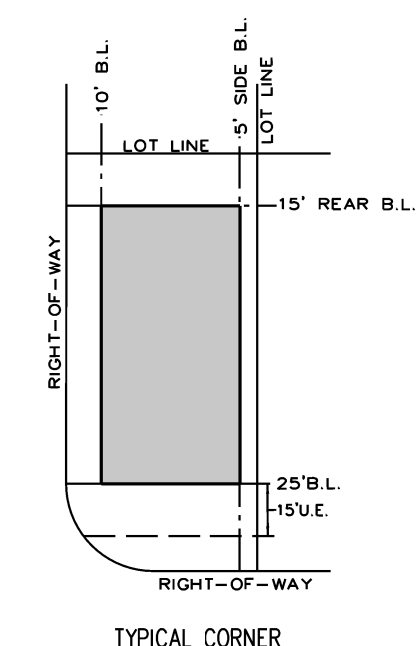
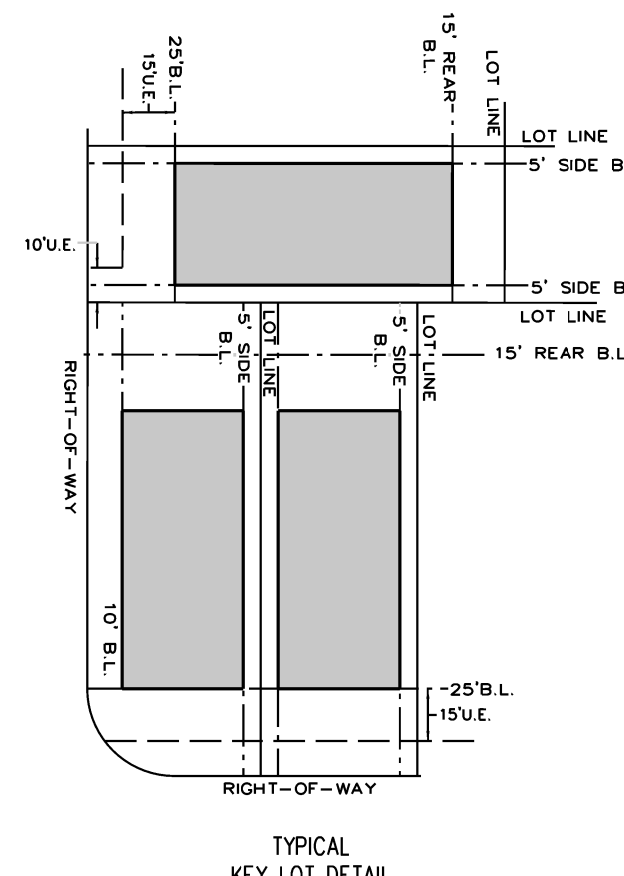
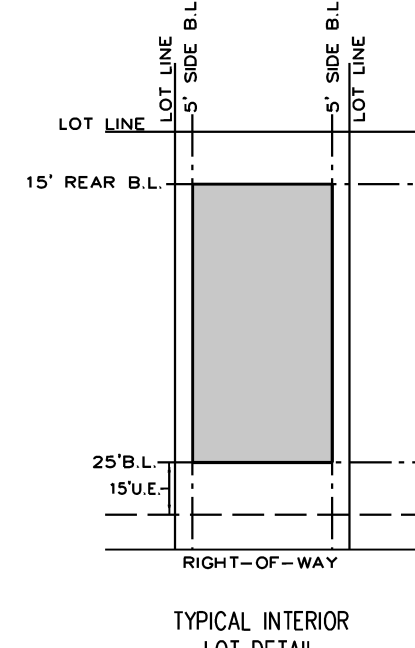
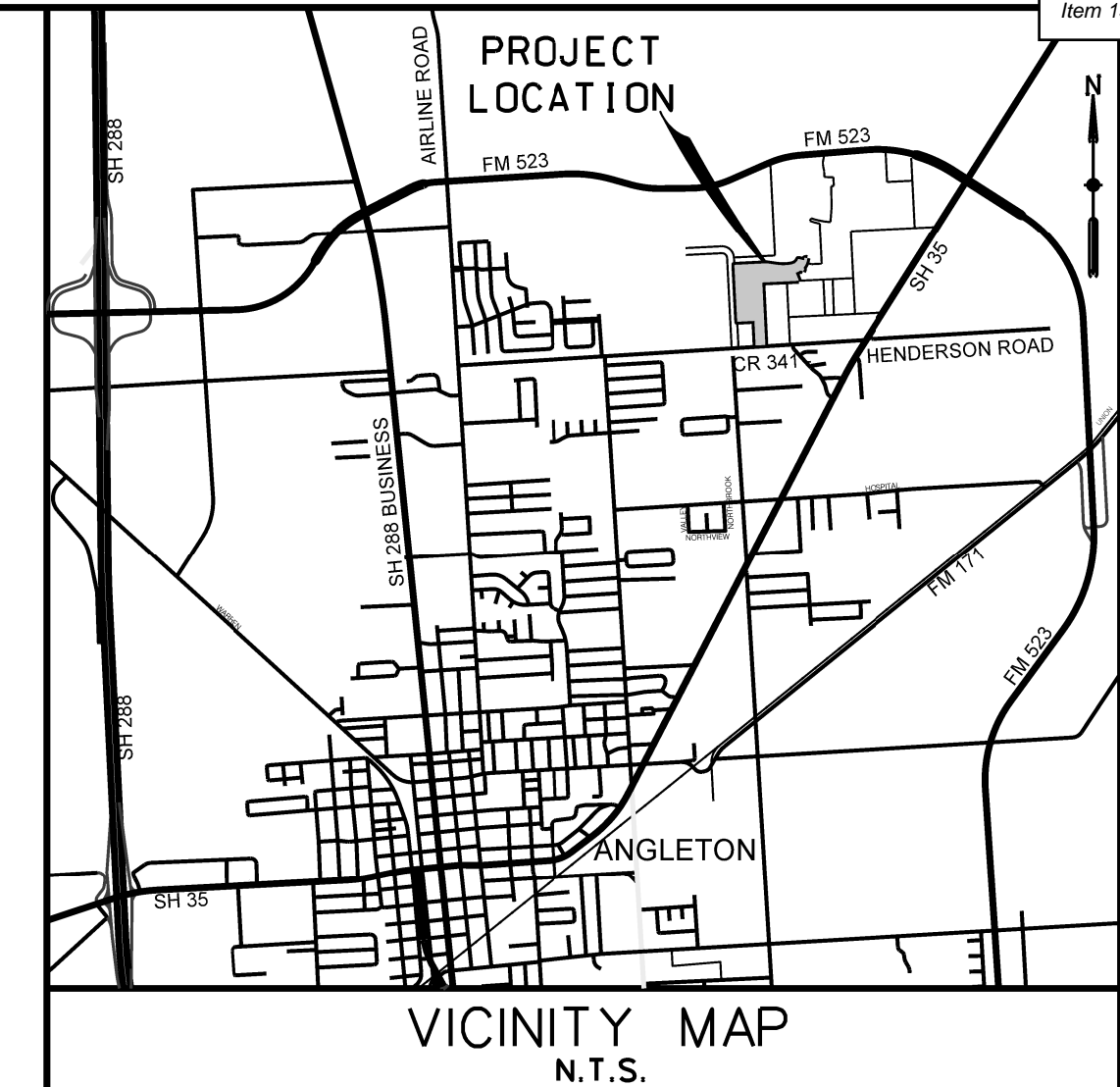
PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063



ABBREVIATION TABLE	
D.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING





APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 2/28/23

TYPE OF PLAT APPLICATION

ADMINISTRATIVE

MINOR

AMENDING/REPLAT

PRELIMINARY

RESIDENTIAL

COMMERCIAL

FINAL

RESIDENTIAL

COMMERCIAL

Address of property: Henderson Road west of SH 35

Name of Applicant: Remissa M. Garza Montalvo, ACE, (P&A) Phone: 281-788-8015

Name of Company: Costello, Inc. Phone: 713-783-7788

E-mail: rgarza.montalvo@costelloinc.com

Name of Owner of Property: Emptor Angleton, LLC

Address: 9950 Westpark Drive #285 Houston, TX 77063

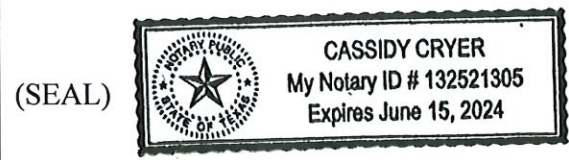
Phone: _____ E-mail: _____

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) [Signature]

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 27th day of February, 20 23.



Cassidy Cryer
Notary Public for the State of Texas
Commission Expires: 6.15.24

PROJECT SUMMARY FORM

Address of property Henderson Road west of SH35

The subject property fronts 198.28 feet on the north side of Henderson Road

Depth: 1,722 Area: 23.70 Acres: 1,032,372 square feet

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

For the development of 122 single-family residential lots and four reserves.

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

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

Name: Remissa M. Ganza Montalvo Date: 2/28/23
ALCP, UPRP

APPLICATION AND ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 35 DAYS PRIOR TO THE NEXT PLANNING & ZONING COMMISSION MEETING. INCOMPLETE FORMS MAY BE DELAYED, DENIED, RETURNED TO THE APPLICANT; PLANNING & ZONING COMMISSION MEETS ON THE FIRST THURSDAY OF THE MONTH.

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) Being 23.70ac located in the T.S. Lee Survey, A-318 Brazoria County, TX

which is the subject of the attached application for land platting and is shown in the records of Brazoria County, Texas.

I authorize the person named below to act as my agent in the pursuit of this application for the platting of the subject property.

NAME OF APPLICANT: Costello Engineering (Remissam Gana Montalvo AICP, CRRP)

ADDRESS: 2107 City West Blvd, 3rd Fl Houston, TX 77042

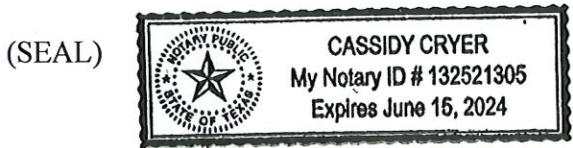
APPLICANT PHONE # 281-788-8015 E-MAIL: rganzamontalvo@costelloinc.com

PRINTED NAME OF OWNER: Jeb Kolby, P.E. (Concourse Development, LLC)

SIGNATURE OF OWNER: [Handwritten Signature] DATE: 2/27/23

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 27th day of February, 2023.



[Handwritten Signature]
Notary Public for the State of Texas
Commission Expires: 6.15.24

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: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 25, 2023

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

AGENDA CONTENT: Discussion, and possible action on a Development Agreement (D.A.) for Ashland Development located north of Anchor Rd., East of FM521, and west of SH 288, ANGLETON, TEXAS, between the City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for approximately 879.9 acres of land located in the City's extraterritorial jurisdiction ("ETJ").

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0 **FUNDS REQUESTED:** \$0

FUND: N/A

EXECUTIVE SUMMARY:

The City of Angleton and Anchor Holdings MP, LLC seek to enter into a development agreement. The latest version of the agreement was received by the City on April 18, 2023 for final consideration before City Council.

Note that the Developer filed with the City a Petition to Extend the City's ETJ over the entire Tract. City approved and adopted Ordinance 20221213-022 on December 13, 2022 expanding the ETJ to include the entire tract/development.

The agreement establishes design standards for the construction (by the developer) of the Water/Wastewater/Drainage Services etc. As requested by Council, the developer has proposed the residential lot mix of lot by type as outlined below:

Lot Size (Width)/Product Type	Minimum Percentage of Lots	Potential Lot Quantity Totals
50-54 feet	10%, provided, however, not more than 50% of the number of lots will be within this lot size	1,242 lots (Maximum)
55-59 feet	10%	249 lots (Min.)
60+ feet (includes 60s,65s, 70s, 75s, 80s)	10%	249 lots (Min.)
Non-Traditional Homes	10%	249 lots (Min.)

Rental Communities. The Developer will not be allowed to create or allow "rental communities" within the district. A "rental community" shall mean any phase of the development comprised of residential single-family houses, where 10 % or more of the houses owned by corporate or business entities who own more than one house within said phase.

Parkland Dedication, Recreational Facilities, and Open Space: Senior leadership staff has reviewed the Parkland proposal as it relates to Section 23.20 of the City’s Development Code (the “Park Requirements”). The proposal as outlined in Exhibit F (attached) and as outlined below would not fully comply with the dedication requirements, had it been an inner-city development. In addition to what is proposed, staff recommends an additional fee in lieu be considered by the City Council.

As a deal point, which would need to be approved by Council, the Developer has agreed to dedicate a minimum of 250 acres of land to the MUD (which will ultimately be owned by the City after annexation) and will spend a minimum of \$5,045,000.00 on the development of improvements within those facilities in order to satisfy the Park Requirements. Any improvements within the 5-acre City Park will fully comply with the Park Requirements. Additionally counsel for the developer has suggested the Developer would consider a component of the agreement that a payment in the amount of \$250.00 to \$350.00 per house would be paid as a fee in lieu of park dedication, however, the latest draft received from the development group has no language to reflect this offer. An estimated amount to be collected would be calculated as follows: 2487 x \$350.00 = \$870,450.00.

PARK / GREENSPACE AREA MAP CHART		
AREA	DESCRIPTION	MAINTAINED BY
± 114.10 Acres	Wet Detention / Trail System	MUD / PUBLIC
± 5.10 Acres	Amenity Center Site	HOA / PRIVATE
± 10.40 Acres	City Park / Greenspace	PUBLIC
± 48.10 Acres	Trail System / Greenspace	MUD / PUBLIC
± 16.10 Acres	Natural Stream / Greenspace	MUD / PUBLIC
± 1.30 Acres	Park	MUD / PUBLIC
± 0.50 Acres	Park	MUD / PUBLIC
± 1.0 Acres	Park	MUD / PUBLIC
± 2.70 Acres	Park	MUD / PUBLIC
± 1.20 Acres	Park	MUD / PUBLIC
± 1.10 Acres	Park	MUD / PUBLIC
± 47.10 Acres	Nature Preserve	MUD / PUBLIC
TOTAL ACRES: ± 248.70 ACRES		

Other Site Dedication for City Facilities include:

- (a) A parcel not less than 2 acres for a future water plant or elevated storage tank site.
- (b) A 1.5 acre parcel in size for a fire station, at a mutually agreeable location to the Developer and the City or fire protection entity
- (c) A parcel not less than 0.1-acre along SH 288 for a City of Angleton welcome sign.

Architectural Design Standards and Guidelines:

Single-family homes within the Tract shall be developed with 100 % masonry on the front façade and 75% of the side facades with the remainder as secondary exterior finishes that prohibit vinyl siding and EIFS (Exterior Insulated Finish Systems). Photo examples are provided below.



Active Adult Single Family



PATIO HOME EXAMPLE



DETACHED TOWNHOME EXAMPLE



ATTACHED TOWNHOME EXAMPLE



SCHOOL EXAMPLE



SCHOOL MAIN ENTRY

Commercial uses/buildings shall be subject to a submitted and approved **master commercial exterior building material and architectural guidelines** forwarded to the City for review and comment.

Thereafter, the Developer will include such architectural guidelines in its deed restrictions to be enforced by the Developer or HOA. Upon request, the HOA or Developer will certify to the City that each commercial building conforms to the Commercial Guidelines (Photo examples are above). Note that the City does not have permit oversight in this (ETJ) arrangement.

Signage. The community monument signage is illustrated on **Exhibit H**. Within 45 days from the Effective Date, the Developer will submit to the City for approval a master signage plan for the Tract that includes community monument signs, wayfinding signs, commercial signs, community advertising signs on SH 288, and may include any other type of sign within the community that the City and the Developer wish to include.

Site Plans: Per the development agreement, the director of Building Services is afforded review and approval capability for site plan and public improvements on any private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc. or, a golf course; and/or gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for those. Site plan submission and approval by the City of Angleton Development Services Director shall be in accordance with subsection 23-88 or the City Ordinances.

Road Facility Construction (Exhibits I & I-1): As presented previously before City Council, road facility types will be constructed as follows:

- **East/West Major Thoroughfare** (will be built to county standard and maintained by the County).
- **Collector roads** will be built to the County Standards (Wider pavement, deeper subgrade) but will be maintained by the MUD with Landscape reserves on each side of the right of way.
- **Local Streets** (Internal) Developer increased from 6" subgrade to an 8" subgrade. MUD maintained.

SH288 Frontage Road Improvements/ and Future Angleton Town Center Development:

The Developer agrees it will not develop the portion of the Tract shown on **Exhibit D** ("Commercial Tract") with residential development, without the City's consent, for a period of up to four (4) years from the Start Date as follows:

- (a) The Developer will not develop the Commercial Tract as residential within the first 2 years from the Start Date if the Developer and the City secure an agreement with TxDOT and the County within that time for the development and funding of these frontage roads.
- (b) If such an agreement is approved within the 2-year period, the Developer will not develop the Commercial Tracts for residential if a contract for the construction of the frontage roads is awarded and notice to proceed issued within 2 years from the approval of the agreement described in subsection (a).

Developer agrees to pay for the preliminary engineering and financial plan necessary to initiate negotiations with the County and the Texas Department of Transportation ("TxDOT"). Developer will dedicate any additional right of way for the frontage road that Developer owns without cost to TxDOT or the City. For purposes of this provision of the Agreement, "Start Date" means the date notice to proceed is issued for the first contract for public infrastructure within the Tract.

Note that a Strategic Partnership Agreement ("SPA Agreement") will be finalized and presented to city council for approval. As a component of the Development Agreement, the City and the Brazoria County Municipal Utility District No. 82 will execute the SPA Agreement that will allow limited purpose annexation

of the commercial property as permitted by the Texas Water Code wherein the City will be able to collect sales and use tax.

RECOMMENDATION:

Staff recommends that Council discusses and executes the proposed development agreement between City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for Ashland Development with the noted necessary revisions, and upon final legal review and approval.

Draft ~~3-28-23~~ 3/18/23

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

Draft ~~3-28-23~~4/18/23

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 4

Section 1.01 Terms.....4

Section 1.02 Exhibits6

ARTICLE II LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT 6

Section 2.01 Introduction.6

Section 2.02 Municipal Utility District.....6

Section 2.03 Expansion of ETJ.....6

Section 2.04 Land Plan and Amendments Thereto6

Section 2.05 Termination for Failure to Begin Development.....7

ARTICLE III DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES 7

Section 3.01 Regulatory Standards and Development Quality.....7

Section 3.02 Water/Wastewater/Drainage Services7

Section 3.03 Design Standards for the Utility System8

Section 3.04 Platting8

Section 3.05 Lot Size8

Section 3.06 Impact Fees/Drainage Fee.....9

Section 3.07 Parks and Recreational Facilities9

Section 3.08 Fire Protection Services10

Section 3.09 Other Site Dedication for City Facilities ~~11~~11

Section 3.10 Liability of Ultimate Consumer11

Section 3.11 Development Code Applicable11

Section 3.12 Homeowners’ Association11

Section 3.13 Deed Restrictions Regarding Building Regulations ~~12~~12

Section 3.14 Signage.....12

Section 3.15 Prohibition of Rental Communities..... ~~13~~13

ARTICLE IV ROAD FACILITY CONSTRUCTION 13

Section 4.01 Road Facility Construction.....13

Section 4.02 SH288 Frontage Road Improvements/Future Angleton Town Center Development.....14

ARTICLE V ANNEXATION OF THE TRACT ~~15~~15

Section 5.01 Annexation by the City..... ~~15~~15

Draft ~~3-28-23~~/18/23

Section 5.02 Strategic Partnership Agreement..... ~~15~~¹⁵

Section 5.03 Disclosures..... 15

ARTICLE VI PROVISIONS FOR DEVELOPER 15

Section 6.01 Waiver of Actions Under Private Real Property Rights Preservation Act..... 15

Section 6.02 Developer’s Right to Continue Development..... ~~16~~¹⁶

Section 6.03 Uniform Treatment..... ~~16~~¹⁶

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES 16

Section 7.01 Material Breach of Agreement..... 16

Section 7.02 Notice of Developer’s Default..... ~~18~~¹⁸

Section 7.03 Notice of City’s Default..... 18

Section 7.04 Mediation..... ~~19~~¹⁹

Section 7.05 Remedies..... 19

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT 20

Section 8.01 Beneficiaries..... 20

Section 8.02 Term..... 20

Section 8.03 Termination..... ~~20~~²⁰

Section 8.04 Assignment or Sale..... ~~21~~²¹

Section 8.05 Transfer of Control of Developer..... 21

ARTICLE IX MISCELLANEOUS PROVISIONS 21

Section 9.01 Notice..... 21

Section 9.02 Time..... 22

Section 9.03 Severability..... ~~22~~²²

Section 9.04 Waiver..... ~~23~~²³

Section 9.05 Applicable Law and Venue..... ~~23~~²³

Section 9.06 Reservation of Rights..... ~~23~~²³

Section 9.07 Further Documents..... 23

Section 9.08 Incorporation of Exhibits and Other Documents by Reference..... 23

Section 9.09 Effect of State and Federal Laws..... 23

Section 9.10 Authority for Execution..... 23

Section 9.11 Anti-Boycott Verifications..... ~~25~~²⁵

Section 9.12 Iran, Sudan, and Foreign Terrorist Organizations..... 25

Draft ~~3-28-23~~ 3/18/23

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

This Development Agreement (the “Agreement”) is made and entered into on _____, 2023, by the CITY OF ANGLETON, TEXAS, a home rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of Angleton, Texas (the “City”), and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC (the “Developer”), but becomes effective only upon the “Effective Date” as defined herein.

RECITALS

The City is a home rule city and municipal corporation that provides a full range of government services to its citizens.

The Developer has purchased approximately 879.9 acres of land located in the City’s extraterritorial jurisdiction (“ETJ”) the ETJ), which acreage is more particularly described in Exhibit A (the “Tract”). The City wishes to provide for the orderly development of the Tract, as provided by Chapter 212, Texas Local Government Code.

Brazoria County Municipal Utility District No. 82 (the “District”) was created over the Tract by SB2147, Texas Legislature, 83rd Regular Session, 2021 (as codified in Texas Special District Local Laws Code Chapter 8153).

The Developer intends to develop the Tract for residential uses, multi-family uses, and commercial uses. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The Developer desires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Tract.

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

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, 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
DEFINITIONS**

Section 1.01 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:

City means the City of Angleton, Texas.

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

Draft ~~3-28-23~~ 3/18/23

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

County means Brazoria County, Texas.

Developer means Anchor Holdings MP, LLC and Wildrock Holdings, LLC or successors or assigns.

Development Code means those portions of the City's Land Development Code (Chapter 23 of the City's Code of Ordinances, and any related policies and procedures, to the extent such are applicable to development in the City's ETJ as such code, policies, and procedures exist as of the Effective Date, including the clarifications, modifications, and amplifications listed Sections 3.07 and 3.16, which modifications are hereby approved by the City. The term does not include provisions of such code that are not enforceable in the City's ETJ pursuant to law as of the Effective Date, including, without limitation lot size, density restrictions, zoning, and external building materials.

District means Brazoria County Municipal Utility District No. 82, a municipal utility district created pursuant to Chapter 8153 of the Special District Local Laws Code and whose purposes include supplying a public water supply, sanitary sewer services, drainage services, roads, and parks and recreational services to the areas within its boundaries, and also means any other property annexed into the District.

ETJ means the extraterritorial jurisdiction of the City.

Effective Date means the date of the final City Council action to approve this Agreement.

HOA means a homeowners' association for the homes within the Tract.

Land Plan means the general, conceptual master plan for development of the Tract attached hereto as **Exhibit E**, as it may be revised from time to time in accordance with this Agreement. It includes the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be subdivided in accordance with the Development Code.

Non-Traditional Homes means and shall include townhouses, patio homes, single-family detached homes with shared driveways.

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

Planning Commission means the Planning and Zoning Commission of the City.

SPA means a strategic partnership agreement between the City and the District that is authorized by Section 43.0751, Texas Local Government Code and substantially in the form attached hereto as **Exhibit J**.

Substantial Change means any change or amendment to the Land Plan or series of changes or amendments to the Land Plan that (i) would cause the total number of lots in the Development Plan to exceed 2487 lots or, (ii) any change to the Development Plan that would cause a material change in the major thoroughfares and collector streets layout, or (iii) a change to the park layout that reduces the amount of parkland in the Tract to less than what is required under the Development Code or approved modifications, or (iii) the addition of land to the Development Plan. The relocation or movement of internal streets or tract lines within the Tract shall not constitute a Substantial Change.

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Commented [JE1]: The law is what the law is; redundant

Commented [RM2R1]: Agree this language has no legal import. However, it is useful to have the statements in the agreement so that staff, P&Z and Council can review this document and understand clearly what they can and can't do. It is important to us for the effective implementation of this Agreement over the long run.

Commented [JLE3]: Lot size? See Section 3.05. Doesn't this mean there could be 10% or more 45 foot lot shared driveway homes?

Commented [RM4R3]: Lot size frontage is not a relevant to this type of product. That's why it has its on category.

Commented [JLE5R3]: Developer provided prototype photos.

Commented [RM6]: This is as low as we can go in the agreement

Commented [OS7]: To include any increases in the total acreage of the district, i.e. any annexation of additional land not covered by this approved land plan.

Commented [JLE8]: Where is the city on parkland for this development?

Draft ~~3-28-23~~ 3/18/23

Tract means all the land described in the attached **Exhibit A**, and land subsequently annexed into the District.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business. For example, a homeowner is an Ultimate Consumer.

Section 1.02 Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

- Exhibit A The Tract
- Exhibit B [Reserved]
- Exhibit C [Reserved]
- Exhibit D Commercial Tract
- Exhibit E Land Plan
- Exhibit F Park Land Plan
- Exhibit G [Reserved]
- Exhibit H Signage
- Exhibit I Roadway Facilities
- Exhibit I-1 Pavement Facility Cross Section
- Exhibit J Form of Strategic Partnership Agreement
- Exhibit K Form of Assignment and Assumption of Development Agreement
- Exhibit L Infrastructure Permit Submittal Fee Schedule

**ARTICLE II
LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT**

Section 2.01 Introduction. The Tract is to be developed as a residential and mixed-use commercial community. [The land uses within the Tract shall be typical of a residential development with residential, commercial, multi-family, institutional, and recreational facilities in conformance with the approved Land Plan, as described in Section 2.04.]

Commented [OS9]: "in conformance with the approved Land Plan".

Section 2.02 Municipal Utility District. The City on the same date it approved this Agreement, consented to the creation of Brazoria MUD 82, and authorized the creation of additional MUDs by way of division by the District. The Developer may perform any of its obligations under this Agreement, by, with, or on behalf of the District, or any other MUD created by the District, and the District and any other MUD created by the District is entitled to develop its facilities in accordance with the terms and standards contained in this Agreement.

Section 2.03 Expansion of ETJ. The Developer filed with the City a Petition to Extend the City's ETJ over the entire Tract. City approved and adopted Ordinance 20221213-022 on December 13, 2022 expanding the ETJ to include the entire tract.

Section 2.04 Land Plan and Amendments Thereto. The City and the Developer acknowledge that the Land Plan is the [Concept Plan] for the development of the Tract. The Land Plan attached as **Exhibit E** is hereby approved by the City. This approval shall constitute approval of a "Concept Plan" or "Master Plan" pursuant to Development Code Section 23-104 and Section 23-120 for all purposes. The Parties acknowledge and agree that the Land Plan will be revised and refined by the Developer as the Developer continues its investigation of the Tract and prepares a feasible and detailed plan for the development of the Tract, provided that in no case shall the Land Plan be revised

Commented [OS10]: I prefer using the term "Conceptual or Concept Plan".

Draft ~~3-28-23~~ 3/18/23

to contradict any of the requirements of this Agreement. In the event the Developer proposes a Substantial Change in the Land Plan, the Substantial Change must first be approved by the City Council in accordance with the procedural requirements of the Development Code and the substantive requirements of this Agreement. Changes to the Land Plan that are not Substantial Changes do not require City approval, and the City Manager is hereby authorized to approve changes in the Land Plan that are not Substantial Changes. The initial Land Plan does not require submission to or approval by the Planning and Zoning Commission. Any requested Substantial Change in the Land Plan will be submitted, without the lot sizes, to Planning and Zoning Commission for review and recommendation to Council.

Commented [RM11]: The intent here is that the City must have a rational basis for denying the amendment, and that rational basis cannot include consideration of items over which they don't have jurisdiction.

Commented [JLE12]: Otis thoughts on this?

Section 2.05 Termination for Failure to Begin Development. Provided the City gives Developer prior notice of such termination and Developer fails to cure within 30 days of receipt of notice; the City shall have the right to terminate this Agreement upon which action it shall be of no further force and effect if the Developer has not either: (a) issued a Notice to Proceed on a construction project within the Tract, or (b) actually commenced work, with or without a "Notice to Proceed" on such a construction project, within three (3) years from the date of this Agreement. As used in this Section 2.05, "construction project" means any work on the Tract or on rights-of-way adjacent to the Tract that is necessary to be carried out in the process of development of the Tract as a single-family community, including, without limitation, utilities installation and paving.

**ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES**

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Tract and certainty as to the regulatory requirements applicable to the development of the Tract throughout the development process. Feasibility of the development of the Tract 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 Tract 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 Tract.

By the terms of this Agreement, the City and the Developer intend to establish development rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. The City and the Developer agree that development of the Tract shall be subject to the Development Code as defined, not including future amendments or changes, except that after twenty-five (25) years from the effective date of this Agreement, development of the Tract shall be subject to the Development Code Design Standards as amended at the time.

Commented [JLE13]: Need to hash this out.

Commented [RM14R13]: Have removed the exceptions to the development code and inserted in document as requested by Otis.

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Section 3.02 Water/Wastewater/Drainage Services.

- (a) The Developer will develop the water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system (collectively, the "Utility System") to serve the Tract.
- (b) The Developer may enter into one or more reimbursement agreement(s) with the District to seek reimbursement for the costs of the water, wastewater, and drainage facilities referenced in this Agreement, as well as, to the extent allowed by law, the park

Draft ~~3-28-23~~ 3/18/23

and recreational facilities and the street and road facilities referenced in this Agreement.

- (c) Neither the District, Developer, nor the homebuilder, nor their successor and assigns, shall be obligated to apply for, pay for, or obtain from the City a Residential or Commercial Building Permit throughout the life of this Agreement.
- (d) The District shall install a wastewater treatment plant to serve the District, in phases, as needed. Prior to the District completing its installation of a wastewater treatment plant, the City acknowledges and consents to the District pumping wastewater from its sanitary sewer lines and hauling such wastewater to an off-site wastewater treatment facility if the District has obtained all necessary Commission permits.
- (e) The MUD may obtain water and wastewater service from a third-party utility provider, including a private company or partnership, as long as the MUD has the option to purchase the water and wastewater facilities prior to the City annexation and dissolution of the MUD, as provided in the Strategic Partnership Agreement, to serve the Tract with water and wastewater service.

Section 3.03 Design Standards for the Utility System.

- (a) The Developer will design and construct the Utility System in accordance with standards in the Development Code.
- (b) The Developer shall provide written certification to the City from a professional engineer registered in the State of Texas that the plans for any portion of the District's Utility System meet the design criteria in the Development Code. Subject to such certification from a registered professional engineer and approval of the plans by the City Engineer, no approval by the Planning Commission or the City Council is required for construction of the District's Utility System.

Section 3.04 Platting. The Developer will plat the land within the Tract in accordance with the Development Code.

Section 3.05 Lot Size. The Developer currently proposes land uses as shown on the Land Plan attached as Exhibit E. For purposes of this Agreement, the Developer can develop the Tract to any residential lot size without limitation subject to the terms of and lot sizes set out in this Agreement. The Developer agrees that it will develop traditional ~~single family~~ single-family lots in at least three different lot sizes. The Developer will also develop lots for Non-Traditional Homes to provide an additional mix of product types within the community. The Developer agrees that the mix of housing product at ultimate build out will meet the following :

Lot Size/Product Type	Minimum Percentage of Lots
50-54 feet	10%, provided, however, not more than 50% of the number of lots will be within this lot size band
55-59 feet	10%
60+ feet (includes 60s, 65s, 70s, 75s, 80s)	10%

- Commented [JLE15]: Thoughts Otis?
- Commented [JE16R15]: Should not limit future commercial building
- Commented [RM17R15]: Does the City have the right to require building permits on commercial in the ETI?
- Commented [RM18R15]: Resolved with the agreement on Commercial guidelines
- Commented [JLE19]: Where are commercial guidelines as mentioned in R. Muller comment for basis for no commercial building permits?
- Commented [RM20R19]: See Section 3.13
- Commented [JLE21]: Does the city agree?
- Commented [JLE22]: Check SPA; notice to city required.

Commented [JLE23]: City Agree?

- Commented [JLE24]: What are the sizes and let's put it here.
- Commented [JE25R24]: Did Developer come up with a mix of lot size council likes?
- Commented [RM26]: This is a critical provision in this Agreement

- Commented [JLE27]: I thought it was possibly 10% 60+ and another category of 10% 70+
- Commented [RM28R27]: No
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Draft 3-28-23/18/23

Non-Traditional Homes	10%
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Section 3.06 Fees and Charges. The Developer agrees to pay the City platting, plan review fee, and inspection fee or deposit against expenditures as set out in Section 30-5 of the Angleton Code of Ordinances, and Security as set out in Section 23-36, and agrees to comply with the terms set out in Sections 23-36 and 30-5 as they related to fees and charges, and as shown on Exhibit L.

The City may periodically increase fees as shown on Exhibit L as applied to development in the Tract, provided the following conditions are met:

- (a) the rates and charges are uniformly applied to all development in the ETJ and within the City limits;
- (b) the rates and charges are changed only once within any 12-month period; and
- (c) any annual rate increase will not to exceed the annual increase in the CPI for the Houston region, provided however, the City may increase rates by 50% once within the first two years of the Effective Date.

Neither the District, the Developer nor any homebuilder is required to pay impact fees, capacity fees, or connection charges to the City unless they are connecting to a City facility. This section does not apply to the payment of fees in lieu of park land.

Section 3.07 Parks and Recreational Facilities.

(a) The Developer intends to develop more than 200 acres of reserve, preservation parkland, and open space, including but not limited to active and passive parks, walking trails, recreational centers, detention and drainage facilities with recreational amenities, landscaping and trails along major thoroughfares (collectively, the "Community Park System") as shown on Exhibit F. The timing of the dedication of the Open Space will follow the development of the District and will continue throughout the development of the District.

(b) ~~The Developer in creating the Community Park System intends to meet or exceed the City's park dedication requirements set forth in Section 23-20 of the City's Development Code (the "Park Requirements").~~ The City and the Developer agree that substantive and procedural detail contained in this Section will apply to the development of park facilities for this Development:

- (i) the Developer will dedicate a minimum of ~~90~~ 250 acres of land to the MUD (which will ultimately be owned by the City after annexation) and will spend a minimum of \$5,045,000.00 ~~(which is equal to spending requirement in the Park Requirements)~~ on the development of improvements within those facilities ~~in order to satisfy the Park Requirements.~~ Any improvements within the 5-acre City Park will fully comply with the Park Requirements.
- (ii) The dedication and development of the park facilities will occur in phases to coincide with platting and development of homes, specifically: the Developer will dedicate to the MUD any land shown in the Park Master Plan as the Developer plats the land adjacent to the proposed parkland, and ~~it~~ the

Commented [JLE29]: See my comment on the definition of this term.

Commented [JLE30]: Code Section 30-5 Deposit of \$25,000.00; additional deposits of \$10,000.00. Code Section 23-36(D)(2) security and \$10,000.00 Administration Fee

Commented [OS31R30]: D.S. to confirm with finan ... [1]

Commented [JLE32]: Developer needs to agree to co ... [2]

Commented [RM33R32]: I don't understand this ... [3]

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Commented [RM34]: We are looking for certainty ha ... [4]

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Commented [JE35]: How are hook ups paid for? ... [5]

Commented [RM36R35]: Paid to the MUD

Commented [JE37]: City Engineer reviewed this?

Commented [JLE38]: Add reference to whatever par ... [6]

Commented [RM39]: As you will recall, we all discus ... [7]

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Commented [MM40]: When considering dedicating ... [8]

Commented [MM41R40]: Must meet all minimum ... [9]

Commented [MM42]: This comment concerns me. ... [10]

Commented [MM43R42]: Exhibit F doesn't seem ... [11]

Commented [JLE44]: Community Park System need ... [12]

Commented [MM45R44]: a)Prior to issuance of ... [13]

Commented [JLE46]: What does this mean? Phases ... [14]

Commented [MM47R46]: I. Agreed, per the ord ... [15]

Commented [JLE48]: This was "exceed" previously.

Commented [MM49]: Where, I'm not seeing this in ... [16]

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Commented [JLE50]: Where is the ... [17]

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Commented [MM51]: Where are they getting this r ... [18]

Commented [JLE52]: What 5 acre city park and is it ... [19]

Draft 3-28-23/18/23

Developer will constructed the improvements on the parkland within 1 year of the recording of the plat. As long as the Developer is dedicating parkland and making improvements in accordance with this Agreement, approval of individual plats within the development do not require contemporaneous dedication of park land development, payment of fee in lieu, or posting of a bond or other security, as the City is entitle to compel the required dedication through specific performance under this Agreement.

Commented [JLE53]: Too vague.

(iii) The City agrees that the Developer’s dedication of parkland and development of such land in accordance with this Agreement, as described above and illustrated and as shown notated on Exhibit F, is in lieu of the parkland dedication requirements in the Development Code and the City will not require any other parkland development or fees for the development of the Tract.

Commented [MM54]: We do not accept Exhibit F as it's currently designed.

Commented [MM55R54]: There is no detail or estimate of probably cost that would deem this as meeting all requirements.

(c) The City agrees that the Developer shall make provisions for public park and recreational facilities to serve the Tract to be financed, developed, and maintained by the District, to the extent authorized by state law. The Developer agrees that any such amenities may be dedicated to the District for ownership and operation and shall not be the responsibility of the City unless and until the City annexes the District, in which case the amenities owned by the District would become the property of the City. However, sites for stormwater detention systems shall be conveyed to and operated and maintained by the District. Notwithstanding the foregoing, prior to the first connection to the District’s water supply system within the Tract being made, the Developer shall enter into a contract with the HOA, or other entity acceptable to the City, but referred to as “HOA” in this subsection. Said contract shall provide that the land within the Tract shall have reserved stormwater detention capacity within the system and shall further provide that if the District is dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, shall accept maintenance responsibility for the landscaping of the stormwater detention system. If the City is annexing the District for a limited purpose, the District will continue to remain maintaining and operating the stormwater detention facilities. If the City annexes the District for full purposes and dissolves the District, the City will own, operate and maintain the stormwater detention system.

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Commented [MM56]: If this is HOA maintained and considered private park amenities, we would like them to comply with the Credit for Private Park Amenities section of the park land dedication ordinance.

Commented [RM57R56]: I'm not sure what we are trying to achieve with this section and I think it is confusing the issue about the public park items. Should we delete or move elsewhere?

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Commented [JLE58]: As population grows duplication not really a problem.

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(d) Prior to commencement of design of the Recreational Center shown on Exhibit F, the City and the Developer agree to meet to discuss design elements of the Recreational Center to reduce unnecessary duplication of facilities at the City’s existing Recreational Center.

Commented [JLE59]: Can't we provide details now?

Commented [MM60R59]: Yes, 35,000-square-foot facility offering a weight room, cardio aera, fitness classes, full-court gymnasium, an indoor pool with water features, locker rooms, restrooms, outdoor plaza with concrete games, and rental rooms with a kitchen.

Commented [MM61R59]: Will this be conveyed to the City once it's annexed? If so, we may not want to absorb maintenance costs depending on the amenities included.

Commented [RM62R59]: Rec Center will be HOA, not conveyed to the City

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Section 3.08 Fire Protection Services. The Developer shall dedicate at no cost to the City of Angleton, or the entity designated with responsibility for fire protection a site for a fire station within the Tract. This Fire Station Site will be no less than 1.5 acres in size, at a mutually agreeable location to the Developer and the City or fire protection entity will have off-site detention capacity available in the District’s detention facilities. The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation.

Draft ~~3-28-23~~ 3/18/23

Section 3.09 Other Site Dedication for City Facilities. The Developer will dedicate to the City (or to the MUD for further conveyance to the City) two sites, at locations to be mutually agreed upon for the following:

- (a) A parcel not less than 2 acres for a future water plant or elevated storage tank site.
- (b) A parcel not less ~~than~~ than 1-acre along SH 288 for a City of Angleton welcome sign.

The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation.

Section 3.10 Liability of Ultimate Consumer. Ultimate Consumers 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 and land use restrictions applicable to the use of their tract or lot.

Section 3.11 City Ordinances Applicable in the Tract. As provided in Texas Local Government Code Section 212.172, the Developer and the City agree that the City's regulatory authority over the Tract will be as follow:

- (a) The Development Code as previously defined herein.
- (b) The City's Ordinances related to nuisance and noise, discharge of firearms, and use of fireworks, as amended.
- (c) Any other provisions of the City's Ordinances that are applicable by their terms and by law in the ETJ.

Section 3.12 Homeowners' Association. The Developer will create detailed Deed Restrictions and a HOA that will enforce the Deed Restrictions and be made legally responsible to maintain all common areas, private streets, recreation reserves and common amenities not otherwise dedicated to the public or the District. All land and facilities dedicated to the District shall be maintained by the District. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the District, subdivider, or the HOA.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements (but may account for developer subsidy in the first 10 years). Further, the articles shall provide that the HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that the HOA file with the City annual reports of maintenance and that the HOA shall be required to initiate all needed repairs in a timely manner.

Covenants, conditions, and restrictions for the HOA must be filed in each Phase.

Commented [RM63]: What if you don't need two acres? E.G. EST site doesn't need 2 acres. Do we have to amend this Agreement? Not sure why the language is a problem.
Commented [JLE64]: Adequate?

Commented [RM65]: Are we saying: Development Code + Modifications + any laws applicable on subject not contained in the Development Code?

Commented [RM66]: Have not see provisions like this before. Not necessarily opposed, but need to understand better City's

Commented [JLE67]: This provision inapplicable no assessments to be levied by city.

Draft 3-28-23/18/23

Section 3.13 Deed Restrictions Regarding Building Regulations. The Developer shall ensure the HOA and the deed restrictions over the Tract which will enforce the building regulations within the restrictive covenants for the Tract. Building regulations for the Tract shall be memorialized in a separately filed covenant that requires all single-family homes within the Tract to be developed in accordance with the following building regulations:

- (a) Primary exterior finishes are limited to brick and stone (natural, cast, or cultured-textured) and shall comprise of at least 100 percent of the front facades and 75% percent of the side facades. The area of the facade shall exclude eaves, fascia, and door and window openings.
- (b) Secondary exterior finishes shall include wood, ceramic tiles, and fiber cement siding. Use of architectural metals is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
- (c) The following building materials shall not be used on the exterior finish:
 - i. Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - ii. Smooth or untextured concrete surfaces.
 - iii. Exterior Insulated Finish Systems.
 - iv. Unfired or underfired clay, sand, or shale brick.
- (d) Front home elevation repetition restrictions.

Commented [JLE68]: 100%? This sentence does not make sense.

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(e) Prior to the first construction of the first commercial building (not including schools and recreational facilities) within the Tract, the Developer shall submit a master commercial exterior building material and architectural guidelines to the City for review and comment. Thereafter, the Developer will include such architectural guidelines in its deed restrictions to be enforced by the Developer or HOA. Upon request, the HOA or Developer will certify to the City that each commercial building conforms to the Commercial Guidelines. The Commercial Guidelines will provide that commercial property developed along FM 521 will match or complement the external building materials of the schools constructed along FM 521 within the Tract.

Commented [JLE69]: ??

Commented [RM70R69]: This relates to not having the front of houses look similar to each other on the same street.

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Commented [JLE71]: From Otis Spriggs: Commercial Architectural Design Pattern Guide: Developer I thought agreed that the Schools and all buildings would be consistent. This Guide I feel should be reviewed by the City and should remain valid even after annexation and when Zoning Control is afforded to the City.

Commented [RM72R71]: Commercial Restrictions will not change with annexation. They are deed restrictions.

Commented [JLE73]: Narrow this down? "no later than ___ years after effective date"?

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Commented [RM74]: We have not agreed to give city the right to issue any kind of building permit, residential or otherwise.

Nothing herein shall be construed as requiring the Developer, or anyone else constructing within the Tract to apply for or obtain a building permit from the City.

Section 3.14 Signage. The community monument signage is illustrated on Exhibit H, and the City approves the style and materials associated for that sign. Within 45 days from the Effective Date, the Developer will submit to the City for approval a master signage plan for the Tract that includes community monument signs, wayfinding signs, commercial signs, community advertising signs on SH 288, and may include any other type of sign within the community that the City and the Developer wish to include. Once the sign master plan is approved, the City will not require a sign permit for any sign on the Tract that meets the requirements of the sign master plan, using similar design and materials shown in Exhibit H. Once approved, the Developer may construct any signs in

Draft 3-28-23/18/23

the approved master signage plan without a permit. Any other sign within the Tract will require a sign permit in accordance with the Development Code.

Section 3.15 Prohibition of Rental Communities. The Developer shall be prohibited from creating or allowing “rental communities” within the District. A “rental community” shall mean any phase of the development comprised of residential single-family houses, where 25% or more of the occupants of the houses are not owners but renters who rent owned by from corporate or business entities who own more than one house within said phase. Renters who rent from owners who are not corporations or business entities owning more than one house within the phase of the development are not included in said calculation. Developer shall enforce this prohibition by including it in the Deed Restrictions and restrictive covenants covering the development.

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Section 3.16 Site Plan and Public Improvements. The following shall apply to all development in the Tract:

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- (a) ~~The City Council shall approve~~ The parties agree that subdivisions sections of the development consisting of that have more than a minimum of 30 lots, and a maximum of but fewer than 150 lots, with a single entrance to a paved public street; provided that such a connection to an existing ~~(or being constructed contemporaneously)~~ paved public street is designed as a boulevard. ~~A boulevard shall be constructed~~ with a width sufficient on each driving lane for fire truck access and also contain, with an unbroken median length of 100 feet, unless left turn lanes and median breaks, designed to ~~ACM~~ City of Angleton LDC standards, are installed at ~~any~~ crossing streets. Connectivity to future development shall qualify as a second point of access.
- (b) Blocks shall generally not exceed a length of 1,400 feet except where property is adjacent to arterial streets, railways, waterways, drainage channels, detention ponds, parks, nature preserves, wetlands, pipelines, incompatible uses, or along overall development boundary.
- (c) Turnarounds are required for partial streets or half streets only if they exceed 150 feet in length.

Commented [RM75]: Need comments from engineer/land planner

Commented [JLE76]: Phases? Sections? What do we mean here? Undefined term.

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Commented [RM77]: Proposed language "shall have" does not work in this context. We are describing situations that have a single entrance, not mandating those sections have only one entrance

Commented [JLE78]: What are ACM standards? Another undefined term. Presumably Angleton Construction Manual?

~~(d)~~ A site plan shall be required, and the Angleton Director of Building Services shall review and approve such site plan for any ~~SFA Single Family Attached residential development, or for any other type of development in the SFA district that will include:~~ 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval by the City of Angleton Development Services Director shall be in accordance with subsection 23-88, 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).

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**ARTICLE IV
ROAD FACILITY CONSTRUCTION**

Section 4.01 Road Facility Construction.

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- (a) The Development Plan reflects proposed streets to be constructed by the Developer, that shall be constructed in accordance with all rules and regulations of all governmental entities having jurisdiction.
- (b) Neither the Developer nor the District will be required by the City to construct any roadway improvements outside of the boundaries of the District.
- (c) The Developer to comply with the requirements of Brazoria County and the City concerning improvements to any major thoroughfares as identified on the City or County Thoroughfare Plan. The required right-of-way dedication for such major thoroughfares shall occur at or before the time of the first plat submittal in the development.

At such time of the plat submittal for land adjacent to such major thoroughfares in the development, Developer shall construct in phases the related road improvements.

The Developer shall develop the public roadway system within the Tract as shown on **Exhibit I**, which reflects the layout of major roadways including thoroughfares and collectors). The City may only require the Developer to build the roads in accordance with the roadway detail and cross section shown on **Exhibit I-1**. Private streets for gated sections shall be allowed subject to the conditions described in the Development Code, Chapter 4, Section 113 (B). **I**

Section 4.02 SH288 Frontage Road Improvements/ and Future Angleton Town Center Development. The Developer and the City agree that the portion of the Property along SH 288 may be developed as a future mixed-use ~~town center development similar to~~ **Desford Town Center which includes** _____, which would. ~~Development of this future town center~~ requires frontage roads and access to SH 288. The Developer agrees it will not develop the portion of the Tract shown on **Exhibit D** (“Commercial Tract”) with residential development, without the City’s consent, for a period of up to four (4) years from the Start Date as follows:

- (a) The Developer will not develop the Commercial Tract as residential within the first 2 years from the Start Date if the Developer and the City secure an agreement with TxDOT and the County within that time for the development and funding of these frontage roads.
- (b) If such an agreement is approved within the 2-year period, the Developer will not develop the Commercial Tracts for residential if a contract for the construction of the frontage roads is awarded and notice to proceed issued within 2 years from the approval of the agreement described in subsection (a).

Developer shall pay for the preliminary engineering and financial plan necessary to initiate negotiations with the County and the Texas Department of Transportation (“TxDOT”). Developer shall dedicate any additional right of way for the frontage road that Developer owns without cost to TxDOT or the City. For purposes of this provision of the Agreement, “Start Date” means the date notice to proceed is issued for the first contract for public infrastructure within the [Tract]. **The Developer will provide a copy of this notice to proceed to the City within 7 days of its delivery to the contractor.**

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Commented [RM81]: This is a bad reference. Where in the code governs private streets.

Commented [JLE82]: No clue what this means; let's define.

Commented [RM83R82]: Just removed it.

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Commented [JLE84]: Too unclear and needs to be nailed down.

Commented [RM85R84]: I think this is a clear as it can be (you look at the date on the NTP letter), but if you want to propose alternative language, please do.

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**ARTICLE V
ANNEXATION OF THE TRACT**

Section 5.01 Annexation by the City. The City agrees to annex the District into the City limits only in accordance with its consent to the creation of the District ~~of [redacted] herewith~~ and the SPA.

Section 5.02 Strategic Partnership Agreement. Section 43.0751, Tex. Local Gov't Code (the "Act"), provides for the negotiation and implementation of "strategic partnership agreements" between cities and municipal utility districts, whereby the continued existence of the district and various areas of governmental cooperation may be provided for by agreement. The Developer agrees to work with the District to enter into a strategic partnership agreement between the City and the District in a form similar to the form of agreement attached hereto as **Exhibit J**.

Section 5.03 Disclosures. Pursuant to Texas Local Government Code Section 212.172(b-1), the parties understand and agree as follows:

1. The Developer is not required to enter into this Agreement.
2. Upon execution of this Agreement, the City may annex the District pursuant to the provisions of Tex. Loc. Gov't Code Sec. 43.0751.
3. At the time of the Full Purpose Annexation Conversion Date, as defined in the Strategic Partnership Agreement attached hereto as **Exhibit J**, the land which is included within the District's boundaries shall be deemed to be annexed into the City limits without the need for further action by the City or City Council; or

Pursuant to Sec. 43.0751(h), upon request from the District, the City may terminate this Agreement and annex the District for limited or full purposes prior to the Full Purpose Annexation Conversion Date under the consent annexation procedures contained in the Texas Local Government Code Chapter 43 Subchapter C-1.

4. Upon the Full Purpose Annexation Conversion Date, the land contained in the District may be annexed without the Developer's further consent. However, the land may only be annexed prior to such date with the Developer's consent pursuant to Sec. 43.0751(h).
5. Pursuant to Tex. Loc. Gov't Code Sec. 212.172(i), the City waives immunity from suit for the purpose of adjudicating a claim for breach of this contract.

**ARTICLE VI
PROVISIONS FOR DEVELOPER**

Section 6.01 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, 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, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in

Commented [JLE86]: Execution date? No idea what this means.

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the Act, provided, however, that this waiver does not apply to, and the Developer and Developer’s grantees and successors do not waive their rights under the Act 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 6.02 Developer’s Right to Continue Development. The City and the Developer hereby agree that subject to any terms in this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons.

Commented [JE87]: 7.04 wrong reference should have been 8.04 but make it broader to the agreement

Section 6.03 Uniform Treatment. Notwithstanding any provision herein to the contrary, neither the Developer nor the District shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district or developer developing land within the City’s extraterritorial jurisdiction, it being the intention and desire of the City that development of the Tract not be at a competitive disadvantage with other developments within the City’s extraterritorial jurisdiction.

**ARTICLE VII
DEFAULT, NOTICE AND REMEDIES**

Section 7.01 Event of Default. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and the Developer shall follow the development plans as set out in the Land Plan.

- (a) The parties acknowledge and agree that any material deviation from the Land Plan and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be an “Event of Default” of this Agreement.
- (b) Each of the following events shall be an “Event of Default” by the Developer under this Agreement, once the applicable time to cure, if any, has expired:
 - i. The Developer shall fail to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;
 - ii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iii. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;
 - iv. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;

Commented [RM88]: To Match City’s 90 days below

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- v. Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.
- (c) Each of the following events shall be an Event of Default by the City under this Agreement:
- i. The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.
- (d) A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:
1. Developer's failure to develop the Tract in compliance with the approved Land Plan, as from time to time amended; or Developer's failure to secure the City's approval of any Substantial Change to the Land Plan; or
 2. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.
- (e) 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. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:
1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or this Agreement;
 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement;
 3. An attempt by the City to annex, in whole or in part, the property within the District prior to the occurrence of the conditions set forth in Article V of this Agreement;
 4. An attempt by the City to enforce any City ordinance within the Tract that is inconsistent with the terms and conditions of this Agreement;
 5. An attempt by the City to require modification or amendment of the Land Plan where it complies with the requirements of this Agreement; or
 6. An attempt by the City to unreasonably withhold approval of a plat of land within the Tract that complies with the requirements of this Agreement.

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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 shall provide the remedies for such default.

Section 7.02 Notice of Developer's Default.

- (a) The City shall notify the Developer 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. The alleged defaulting Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination.
- (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 in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under the Agreement and subsequently exercise any other remedy.

Commented [JLE89]: Not limiting remedy to mediation

Section 7.03 Notice of City's Default.

- (a) The 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 thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the 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 to the Developer, if requested, any records, documents or other information necessary to make the determination.
- (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

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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 may proceed to mediation under this Agreement and subsequently exercise the applicable remedy.

Section 7.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in this Agreement, the parties agree prior to the filing of any legal action to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or thirty (30) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 7.05 Remedies.

City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below, and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement

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unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation, the City may, subject to the provisions of this Agreement, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.
- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VIII

BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 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, and its respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. Notwithstanding the foregoing statement, an Ultimate Consumer shall be bound by the Developer's submittal of the annexation petition required by Article V, to the extent allowed by law, and shall be bound by the Developer's waiver of rights described in Section 6.01. The District and any business entity that is constructing improvements within the District are third-party beneficiaries of this Agreement.

Section 8.02 Term. This Agreement shall bind the parties and continue for thirty (30) years from the Effective Date of this Agreement (the "Initial Term"), unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and Developer. Upon the expiration of the Initial Term, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods up to a maximum total term of forty-five (45) years. The provisions of Articles II and III of this Agreement are intended to survive the termination of this Agreement.

Section 8.03 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

Commented [RM90]: Remedies should be the same as City's?

Commented [RM91R90]: Not sure the intent here, but Developer has to have the right to specific performance.

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parties, the parties shall promptly execute and file of record, in the County Clerk Official Records of Brazoria County, 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.

(a) **Section 8.04 Assignment or Sale.** If the Developer proposes to sell substantially all of the Tract, or all of the Tract owned at such time by the Developer, the Developer shall provide notice of such sale to the City, within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

. Any person who acquires the Tract or any portion of the Tract, except for an Ultimate Consumer shall take the Tract subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in the form attached as **Exhibit K**. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

Section 8.05 Transfer of Control of Developer. As set forth in Section 8.04, the Developer shall promptly notify the City of any substantial change in ownership or control of that Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any Notice, or Communication or other communications ("Notice") required to be given by one party to another by this Agreement shall be in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same by hand delivery, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by electronic transmittal with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be

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notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Angleton
121 S Velasco
Angleton, TX 77515
Attn: Chris Whittaker, City Manager
Email: cwhittaker@angleton.tx.us

Developers: ANCHOR HOLDINGS MP, LLC
Address: 101 Parklane Blvd., Suite 102
Address: Sugar Land, Texas 77478
Attn: Mark Janik
Email: mark@ashtongraydev.com

WILDROCK HOLDINGS, LLC
Address: 101 Parklane Blvd., Suite 102
Address: Sugar Land, Texas 77478
Attn: Mark Janik
Email: mark@ashtongraydev.com

With copy to: Richard Muller
202 Century Square Blvd Sugar Land, TX 77478
Phone: (281) 500-6050
Email: richard@mullerlawgroup.com

Designated Mortgagee: Name of Entity: Simmons Bank
Address: P. O. Box 7009
Address: Pine Bluff, AR 71611

With copy to: Anchor Holdings MP, LLC
Address: 101 Parklane Blvd., Suite 102
Address: Sugar Land, Texas 77478
Attn: Mark Janik
Email: mark@ashtongraydev.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties

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hereto that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Representations of City

- (i) This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

Representations of Developer

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The Developer makes the following representations, warranties and covenants for the benefit of the City:

- (ii) Due Organization and Ownership. The Developer is a Texas Limited Liability Company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.
- (iii) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.
- (iv) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.
- (v) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.
- (vi) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on

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the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

The City and Developer both represent that they have the authority to enter into this Agreement and to perform the obligations of the respective Parties.

Section 9.11 Anti-Boycott Verifications. The Developer and Landowner hereby verifies that they and their parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing 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. The Developer and Landowner understand ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer or Landowner and exists to make a profit.

Section 9.12 Iran, Sudan, and Foreign Terrorist Organizations. The Developer and Landowner represent that neither it nor any of its parent companies, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>;

or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer and Landowner understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and Landowner and exists to make a profit.

[EXECUTION PAGES FOLLOW]

Draft ~~3-28-23~~ 3/18/23

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the ____ day of _____, 2023.

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

ATTEST:

By: _____
Michelle Perez, City Secretary

APPROVED:

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

Draft ~~3-28-23~~ 3/18/23

AGREED AND ACCEPTED as of _____, 2023.

ANCHOR HOLDINGS MP, LLC
a Texas limited liability company

By: SVAG Investments, LLC,
a Texas limited liability company

By: SVAG Asset Management, LLC,
a Texas limited liability company,
its Manager

By: _____
Sudharshan Vembutty, Manager

WILDROCK HOLDINGS, LLC
a Texas limited liability company

By: SVAG Investments, LLC, a Texas
limited liability company, its manager

By: SVAG Asset Management, LLC,
a Texas limited liability company, its
manager

By: _____
Sudharshan Vembutty, Manager

Page 9: [1] Commented [OS31R30] Otis Spriggs 2/22/2023 1:22:00 PM

D.S. to confirm with finance any large scale development fees paid to date; other invoice

Page 9: [2] Commented [JLE32] Judith Lamoreux ElMasri 4/5/2023 11:58:00 AM

Developer needs to agree to comply with all components of 23-36 and 30-5.

Page 9: [3] Commented [RM33R32] Richard Muller 4/16/2023 2:35:00 PM

I don't understand this comment as it relates to Section 23-36. JEL and RM to discuss. I don't see Section 30-5 on Municode, please provide.

Page 9: [4] Commented [RM34] Richard Muller 3/2/2023 11:52:00 AM

We are looking for certainty here. Whatever the requirement is today, lets add to the exhibit. Same comment about limit to CPI or some other agreed upon metric

Page 9: [5] Commented [JE35] Judith ElMasri 2/23/2023 8:50:00 AM

How are hook ups paid for? Homebuilder pay MUD?

Page 9: [6] Commented [JLE38] Judith Lamoreux ElMasri 1/16/2023 5:14:00 PM

Add reference to whatever paragraph park land or park fees are described.

Page 9: [7] Commented [RM39] Richard Muller 3/2/2023 11:57:00 AM

As you will recall, we all discussed and agreed that the City's parkland dedication regulations are not well suited for a large MPC that will have regional parks not directly tied to each plat. This was what we discussed as an alternative procedure.

Page 9: [8] Commented [MM40] Megan Mainer 2/21/2023 4:46:00 PM

When considering dedicating land for a park, the developer shall schedule a pre-development meeting to evaluate the suitability of the land for park land dedication or the necessary fees in lieu of land dedication.

Page 9: [9] Commented [MM41R40] Megan Mainer 2/21/2023 4:46:00 PM

Must meet all minimum requirements

Page 9: [10] Commented [MM42] Megan Mainer 2/21/2023 4:50:00 PM

This comment concerns me. Based on Exhibit F, there are various pocket parks with sidewalk connectivity. I'd like to know if sidewalks are required as part of the LDC in another section because that amenity should not count towards their financial responsibility if sidewalks are required along a road for instance. Additionally, if they are proposing a "trail" they will need to comply with our park standards manual which is 10' primary trail.

Page 9: [11] Commented [MM43R42] Megan Mainer 2/21/2023 4:51:00 PM

Exhibit F doesn't seem to convey a parcel that meets the minimum of 5 acres other than the large area which I believe are wetlands and we don't want to accept that as public park land.

Page 9: [12] Commented [JLE44] Judith Lamoreux ElMasri 1/16/2023 5:15:00 PM

Community Park System needs to be detailed and specific. City needs to explicitly tell Developer what it wants.

Page 9: [13] Commented [MM45R44] Megan Mainer 2/21/2023 4:51:00 PM

- a) Prior to issuance of a development permit and final plat recordation, civil plans prepared by a Texas Licensed Landscape Architect, or a properly licensed design specialist approved by the City including park land dedication and park improvement specifications, must be reviewed and approved by the City Engineer, Parks and Recreation Director, Planning and Zoning Commission, and City Council.

Page 9: [14] Commented [JLE46] Judith Lamoreux ElMasri 1/16/2023 5:16:00 PM

What does this mean? Phases? Needs to be detailed and spelled out.

Page 9: [15] Commented [MM47R46] Megan Mainer 2/21/2023 4:43:00 PM

1. Agreed, per the ordinance, For a phased development the entire park shall be platted concurrently with the plat of the first phase of the development. If it is intended to phase the park dedication or park improvements to coincide with the development phasing, the developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres of park land required, and in a form acceptable to the City. The amount of the financial guarantee shall be the amount of the fee in lieu of land dedication as set forth in Appendix "A" plus an additional amount equivalent to ten percent (10%) contingency. The financial guarantee will be released to the developer, without interest, when the required park land has been properly dedicated. The developer or depositor must request such refund within one year of entitlement, in writing, or such right shall be barred and the financial guarantee will not be refunded. If the full land dedication does not occur within five years of completion of the initial phase of the overall development, the financial guarantee (escrowed funds) plus interest shall be forfeited by the depositor or developer, and the funds shall become the property of the City.

Page 9: [16] Commented [MM49] Megan Mainer 2/21/2023 4:55:00 PM

Where, I'm not seeing this in their plan. Also, are they planning on conveying facilities as well? If so, that's an added maintenance cost the city may not want to absorb.

Page 9: [17] Commented [JLE50] Judith Lamoreux ElMasri 1/16/2023 5:18:00 PM

Where is the quantification/itemization; again City provide detail.

Page 9: [18] Commented [MM51] Megan Mainer 2/21/2023 4:57:00 PM

Where are they getting this number? An independent appraisal of the cost per acre of land has to be addressed to come up with this figure. I have not seen an independent appraisal; they shouldn't be the one hiring a firm to complete an appraisal.

Page 9: [19] Commented [JLE52] Judith Lamoreux ElMasri 4/5/2023 1:50:00 PM

What 5 acre city park and is it set out on the Exhibit F?

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	4
Section 1.01 Terms.....	4
Section 1.02 Exhibits	6
ARTICLE II LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT	6
Section 2.01 Introduction.	6
Section 2.02 Municipal Utility District	6
Section 2.03 Expansion of ETJ.....	6
Section 2.04 Land Plan and Amendments Thereto	6
Section 2.05 Termination for Failure to Begin Development.....	7
ARTICLE III DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES	7
Section 3.01 Regulatory Standards and Development Quality.....	7
Section 3.02 Water/Wastewater/Drainage Services	7
Section 3.03 Design Standards for the Utility System	8
Section 3.04 Platting	8
Section 3.05 Lot Size	8
Section 3.06 Impact Fees/Drainage Fee.....	9
Section 3.07 Parks and Recreational Facilities	9
Section 3.08 Fire Protection Services	10
Section 3.09 Other Site Dedication for City Facilities	10
Section 3.10 Liability of Ultimate Consumer.	11
Section 3.11 Development Code Applicable	11
Section 3.12 Homeowners' Association	11
Section 3.13 Deed Restrictions Regarding Building Regulations.....	11
Section 3.14 Signage.....	12
Section 3.15 Prohibition of Rental Communities.....	12
ARTICLE IV ROAD FACILITY CONSTRUCTION	13
Section 4.01 Road Facility Construction.....	13
Section 4.02 SH288 Frontage Road Improvements/Future Angleton Town Center Development.....	14
ARTICLE V ANNEXATION OF THE TRACT	14
Section 5.01 Annexation by the City	14

Section 5.02	Strategic Partnership Agreement.....	14
Section 5.03	Disclosures.....	15
ARTICLE VI PROVISIONS FOR DEVELOPER		15
Section 6.01	Waiver of Actions Under Private Real Property Rights Preservation Act.....	15
Section 6.02	Developer’s Right to Continue Development.....	15
Section 6.03	Uniform Treatment.....	15
ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES		16
Section 7.01	Material Breach of Agreement.....	16
Section 7.02	Notice of Developer’s Default.....	17
Section 7.03	Notice of City’s Default.....	18
Section 7.04	Mediation.....	18
Section 7.05	Remedies.....	19
ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT		20
Section 8.01	Beneficiaries.....	20
Section 8.02	Term.....	20
Section 8.03	Termination.....	20
Section 8.04	Assignment or Sale.....	20
Section 8.05	Transfer of Control of Developer.....	21
ARTICLE IX MISCELLANEOUS PROVISIONS		21
Section 9.01	Notice.....	21
Section 9.02	Time.....	22
Section 9.03	Severability.....	22
Section 9.04	Waiver.....	22
Section 9.05	Applicable Law and Venue.....	22
Section 9.06	Reservation of Rights.....	22
Section 9.07	Further Documents.....	23
Section 9.08	Incorporation of Exhibits and Other Documents by Reference.....	23
Section 9.09	Effect of State and Federal Laws.....	23
Section 9.10	Authority for Execution.....	23
Section 9.11	Anti-Boycott Verifications.....	24
Section 9.12	Iran, Sudan, and Foreign Terrorist Organizations.....	25

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

This Development Agreement (the “Agreement”) is made and entered into on _____, 2023, by the CITY OF ANGLETON, TEXAS, a home rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of Angleton, Texas (the “City”), and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC (the “Developer”), but becomes effective only upon the “Effective Date” as defined herein.

RECITALS

The City is a home rule city and municipal corporation that provides a full range of government services to its citizens.

The Developer has purchased approximately 879.9 acres of land located in the City’s extraterritorial jurisdiction (“ETJ”) the ETJ), which acreage is more particularly described in Exhibit A (the “Tract”). The City wishes to provide for the orderly development of the Tract, as provided by Chapter 212, Texas Local Government Code.

Brazoria County Municipal Utility District No. 82 (the “District”) was created over the Tract by SB2147, Texas Legislature, 83rd Regular Session, 2021 (as codified in Texas Special District Local Laws Code Chapter 8153).

The Developer intends to develop the Tract for residential uses, multi-family uses, and commercial uses. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The Developer desires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Tract.

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

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, 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
DEFINITIONS**

Section 1.01 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:

City means the City of Angleton, Texas.

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

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

County means Brazoria County, Texas.

Developer means Anchor Holdings MP, LLC and Wildrock Holdings, LLC or successors or assigns.

Development Code means those portions of the City's Land Development Code (Chapter 23 of the City's Code of Ordinances, and any related policies and procedures, to the extent such are applicable to development in the City's ETJ as such code, policies, and procedures exist as of the Effective Date, including the clarifications, modifications, and amplifications listed Sections 3.07 and 3.16, which modifications are hereby approved by the City. The term does not include provisions of such code that are not enforceable in the City's ETJ pursuant to law as of the Effective Date, including, without limitation lot size, density restrictions, zoning, and external building materials.

District means Brazoria County Municipal Utility District No. 82, a municipal utility district created pursuant to Chapter 8153 of the Special District Local Laws Code and whose purposes include supplying a public water supply, sanitary sewer services, drainage services, roads, and parks and recreational services to the areas within its boundaries, and also means any other property annexed into the District.

ETJ means the extraterritorial jurisdiction of the City.

Effective Date means the date of the final City Council action to approve this Agreement.

HOA means a homeowners' association for the homes within the Tract.

Land Plan means the general, conceptual master plan for development of the Tract attached hereto as **Exhibit E**, as it may be revised from time to time in accordance with this Agreement. It includes the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be subdivided in accordance with the Development Code.

Non-Traditional Homes means and shall include townhouses, patio homes, single-family detached homes with shared driveways.

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

Planning Commission means the Planning and Zoning Commission of the City.

SPA means a strategic partnership agreement between the City and the District that is authorized by Section 43.0751, Texas Local Government Code and substantially in the form attached hereto as **Exhibit J**.

Substantial Change means any change or amendment to the Land Plan or series of changes or amendments to the Land Plan that (i) would cause the total number of lots in the Development Plan to exceed 2487 lots or, (ii) any change to the Development Plan that would cause a material change in the major thoroughfares and collector streets layout, or (iii) a change to the park layout that reduces the amount of parkland in the Tract to less than what is required under the Development Code or approved modifications, or (iii) the addition of land to the Development Plan. The relocation or movement of internal streets or tract lines within the Tract shall not constitute a Substantial Change.

Tract means all the land described in the attached **Exhibit A**, and land subsequently annexed into the District.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business. For example, a homeowner is an Ultimate Consumer.

Section 1.02 Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	The Tract
Exhibit B	[Reserved]
Exhibit C	[Reserved]
Exhibit D	Commercial Tract
Exhibit E	Land Plan
Exhibit F	Park Land Plan
Exhibit G	[Reserved]
Exhibit H	Signage
Exhibit I	Roadway Facilities
Exhibit I-1	Pavement Facility Cross Section
Exhibit J	Form of Strategic Partnership Agreement
Exhibit K	Form of Assignment and Assumption of Development Agreement
Exhibit L	Infrastructure Permit Submittal Fee Schedule

ARTICLE II LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT

Section 2.01 Introduction. The Tract is to be developed as a residential and mixed-use commercial community. The land uses within the Tract shall be typical of a residential development with residential, commercial, multi-family, institutional, and recreational facilities in conformance with the approved Land Plan, as described in Section 2.04.

Section 2.02 Municipal Utility District. The City on the same date it approved this Agreement, consented to the creation of Brazoria MUD 82, and authorized the creation of additional MUDs by way of division by the District. The Developer may perform any of its obligations under this Agreement, by, with, or on behalf of the District, or any other MUD created by the District, and the District and any other MUD created by the District is entitled to develop its facilities in accordance with the terms and standards contained in this Agreement.

Section 2.03 Expansion of ETJ. The Developer filed with the City a Petition to Extend the City's ETJ over the entire Tract. City approved and adopted Ordinance 20221213-022 on December 13, 2022 expanding the ETJ to include the entire tract.

Section 2.04 Land Plan and Amendments Thereto. The City and the Developer acknowledge that the Land Plan is the Concept Plan for the development of the Tract. The Land Plan attached as **Exhibit E** is hereby approved by the City. This approval shall constitute approval of a "Concept Plan" or "Master Plan" pursuant to Development Code Section 23-104 and Section 23-120 for all purposes. The Parties acknowledge and agree that the Land Plan will be revised and refined by the Developer as the Developer continues its investigation of the Tract and prepares a feasible and detailed plan for the development of the Tract, provided that in no case shall the Land Plan be revised

to contradict any of the requirements of this Agreement. In the event the Developer proposes a Substantial Change in the Land Plan, the Substantial Change must first be approved by the City Council in accordance with the procedural requirements of the Development Code and the substantive requirements of this Agreement. Changes to the Land Plan that are not Substantial Changes do not require City approval, and the City Manager is hereby authorized to approve changes in the Land Plan that are not Substantial Changes. The initial Land Plan does not require submission to or approval by the Planning and Zoning Commission. Any requested Substantial Change in the Land Plan will be submitted, without the lot sizes, to Planning and Zoning Commission for review and recommendation to Council.

Section 2.05 Termination for Failure to Begin Development. Provided the City gives Developer prior notice of such termination and Developer fails to cure within 30 days of receipt of notice; the City shall have the right to terminate this Agreement upon which action it shall be of no further force and effect if the Developer has not either: (a) issued a Notice to Proceed on a construction project within the Tract, or (b) actually commenced work, with or without a “Notice to Proceed” on such a construction project, within three (3) years from the date of this Agreement. As used in this Section 2.05, “construction project” means any work on the Tract or on rights-of-way adjacent to the Tract that is necessary to be carried out in the process of development of the Tract as a single-family community, including, without limitation, utilities installation and paving.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Tract and certainty as to the regulatory requirements applicable to the development of the Tract throughout the development process. Feasibility of the development of the Tract 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 Tract 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 Tract.

By the terms of this Agreement, the City and the Developer intend to establish development rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. The City and the Developer agree that development of the Tract shall be subject to the Development Code as defined, not including future amendments or changes, except that after twenty-five (25) years from the effective date of this Agreement, development of the Tract shall be subject to the Development Code Design Standards as amended at the time.

Section 3.02 Water/Wastewater/Drainage Services.

- (a) The Developer will develop the water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system (collectively, the “Utility System”) to serve the Tract.
- (b) The Developer may enter into one or more reimbursement agreement(s) with the District to seek reimbursement for the costs of the water, wastewater, and drainage facilities referenced in this Agreement, as well as, to the extent allowed by law, the park

and recreational facilities and the street and road facilities referenced in this Agreement.

- (c) Neither the District, Developer, nor the homebuilder, nor their successor and assigns, shall be obligated to apply for, pay for, or obtain from the City a Residential or Commercial Building Permit throughout the life of this Agreement.
- (d) The District shall install a wastewater treatment plant to serve the District, in phases, as needed. Prior to the District completing its installation of a wastewater treatment plant, the City acknowledges and consents to the District pumping wastewater from its sanitary sewer lines and hauling such wastewater to an off-site wastewater treatment facility if the District has obtained all necessary Commission permits.
- (e) The MUD may obtain water and wastewater service from a third-party utility provider, including a private company or partnership, as long as the MUD has the option to purchase the water and wastewater facilities prior to the City annexation and dissolution of the MUD, as provided in the Strategic Partnership Agreement, to serve the Tract with water and wastewater service.

Section 3.03 Design Standards for the Utility System.

- (a) The Developer will design and construct the Utility System in accordance with standards in the Development Code.
- (b) The Developer shall provide written certification to the City from a professional engineer registered in the State of Texas that the plans for any portion of the District's Utility System meet the design criteria in the Development Code. Subject to such certification from a registered professional engineer and approval of the plans by the City Engineer, no approval by the Planning Commission or the City Council is required for construction of the District's Utility System.

Section 3.04 Platting. The Developer will plat the land within the Tract in accordance with the Development Code.

Section 3.05 Lot Size The Developer currently proposes land uses as shown on the Land Plan attached as **Exhibit E**. For purposes of this Agreement, the Developer can develop the Tract to any residential lot size without limitation subject to the terms of and lot sizes set out in this Agreement. The Developer agrees that it will develop traditional single-family lots in at least three different lot sizes. The Developer will also develop lots for Non-Traditional Homes to provide an additional mix of product types within the community. The Developer agrees that the mix of housing product at ultimate build out will meet the following :

Lot Size/Product Type	Minimum Percentage of Lots
50-54 feet	10%, provided, however, not more than 50% of the number of lots will be within this lot size
55-59 feet	10%
60+ feet (includes 60s,65s, 70s, 75s, 80s)	10%
Non-Traditional Homes	10%

Section 3.06 Fees and Charges. The Developer agrees to pay the City platting, plan review fee, and inspection fee or deposit against expenditures as set out in Section 30-5 of the Angleton Code of Ordinances, and Security as set out in Section 23-36, and agrees to comply with the terms set out in Sections 23-36 and 30-5 as they related to fees and charges, and as shown on **Exhibit L**.

The City may periodically increase fees as shown on Exhibit L as applied to development in the Tract, provided the following conditions are met:

- (a) the rates and charges are uniformly applied to all development in the ETJ and within the City limits;
- (b) the rates and charges are changed only once within any 12-month period; and
- (c) any annual rate increase will not to exceed the annual increase in the CPI for the Houston region, provided however, the City may increase rates by 50% once within the first two years of the Effective Date.

Neither the District, the Developer nor any homebuilder is required to pay impact fees, capacity fees, or connection charges to the City unless they are connecting to a City facility. This section does not apply to the payment of fees in lieu of park land.

Section 3.07 Parks and Recreational Facilities

- (a) The Developer intends to develop more than 200 acres of reserve, preservation parkland, and open space, including but not limited to active and passive parks, walking trails, recreational centers, detention and drainage facilities with recreational amenities, landscaping and trails along major thoroughfares (collectively, the “Community Park System”) as shown on **Exhibit F**. The timing of the dedication of the Open Space will follow the development of the District and will continue throughout the development of the District.
- (b) The City and the Developer agree that substantive and procedural detail contained in this Section will apply to the development of park facilities for this Development:
 - (i) the Developer will dedicate a minimum of 250 acres of land to the MUD (which will ultimately be owned by the City after annexation) and will spend a minimum of \$5,045,000.00 on the development of improvements within those facilities i Any improvements within the 5-acre City Park will fully comply with the Park Requirements.
 - (ii) The dedication and development of the park facilities will occur in phases to coincide with platting and development of homes, specifically: the Developer will dedicate to the MUD any land shown in the Park Master Plan as the Developer plats the land adjacent to the proposed parkland, and the Developer will construct the improvements on the parkland within 1 year of the recording of the plat. As long as the Developer is dedicating parkland and making improvements in accordance with this Agreement, approval of individual plats within the development do not require contemporaneous dedication of park land development, payment of fee in lieu, or posting of a bond or other

security, as the City is entitled to compel the required dedication through specific performance under this Agreement.

- (iii) The City agrees that the Developer's dedication of parkland and development of such land in accordance with this Agreement, as described above and illustrated and as shown on **Exhibit F**, is in lieu of the parkland dedication requirements in the Development Code and the City will not require any other parkland development or fees for the development of the Tract.
- (c) The City agrees that the Developer shall make provisions for public park and recreational facilities to serve the Tract to be financed, developed, and maintained by the District, to the extent authorized by state law. The Developer agrees that any such amenities may be dedicated to the District for ownership and operation and shall not be the responsibility of the City unless and until the City annexes the District, in which case the amenities owned by the District would become the property of the City. However, sites for stormwater detention systems shall be conveyed to and operated and maintained by the District. Notwithstanding the foregoing, prior to the first connection to the District's water supply system within the Tract being made, the Developer shall enter into a contract with the HOA, or other entity acceptable to the City, but referred to as "HOA" in this subsection. Said contract shall provide that the land within the Tract shall have reserved stormwater detention capacity within the system and shall further provide that if the District is dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, shall accept maintenance responsibility for the landscaping of the stormwater detention system. If the City is annexing the District for a limited purpose, the District will continue to maintain and operate the stormwater detention facilities. If the City annexes the District for full purposes and dissolves the District, the City will own, operate and maintain the stormwater detention system.
- (d) Prior to commencement of design of the Recreational Center shown on **Exhibit F**, the City and the Developer agree to meet to discuss design elements of the Recreational Center to reduce unnecessary duplication of facilities at the City's existing Recreational Center.

Section 3.08 Fire Protection Services. The Developer shall dedicate at no cost to the City of Angleton, or the entity designated with responsibility for fire protection a site for a fire station within the Tract. This Fire Station Site will be no less than 1.5 acres in size, at a mutually agreeable location to the Developer and the City or fire protection entity will have off-site detention capacity available in the District's detention facilities. The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation.

Section 3.09 Other Site Dedication for City Facilities. The Developer will dedicate to the City (or to the MUD for further conveyance to the City) two sites, at locations to be mutually agreed upon for the following:

- (a) A parcel not less than 2 acres for a future water plant or elevated storage tank site.

- (b) A parcel not less than .1-acre along SH 288 for a City of Angleton welcome sign.

The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation.

Section 3.10 Liability of Ultimate Consumer. Ultimate Consumers 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 and land use restrictions applicable to the use of their tract or lot.

Section 3.11 City Ordinances Applicable in the Tract. As provided in Texas Local Government Code Section 212.172, the Developer and the City agree that the City's regulatory authority over the Tract will be as follow:

- (a) The Development Code as previously defined herein.
- (b) The City's Ordinances related to nuisance and noise, discharge of firearms, and use of fireworks, as amended.
- (c) Any other provisions of the City's Ordinances that are applicable by their terms and by law in the ETJ.

Section 3.12 Homeowners' Association. The Developer will create detailed Deed Restrictions and a HOA that will enforce the Deed Restrictions and be made legally responsible to maintain all common areas, private streets, recreation reserves and common amenities not otherwise dedicated to the public or the District. All land and facilities dedicated to the District shall be maintained by the District. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the District, subdivider, or the HOA.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements (but may account for developer subsidy in the first 10 years). Further, the articles shall provide that the HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that the HOA file with the City annual reports of maintenance and that the HOA shall be required to initiate all needed repairs in a timely manner.

Covenants, conditions, and restrictions for the HOA must be filed in each Phase.

Section 3.13 Deed Restrictions Regarding Building Regulations. The Developer shall ensure the HOA and the deed restrictions over the Tract which will enforce the building regulations within the restrictive covenants for the Tract. Building regulations for the Tract shall be memorialized in a separately filed covenant that requires all single-family homes within the Tract to be developed in accordance with the following building regulations:

- (a) Primary exterior finishes are limited to brick and stone (natural, cast, or cultured-textured) and shall comprise of at least 100 percent of the front facades and 75 percent of the side facades. The area of the facade shall exclude eaves, fascia, and door and window openings.
- (b) Secondary exterior finishes shall include wood, ceramic tiles, and fiber cement siding. Use of architectural metals is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
- (c) The following building materials shall not be used on the exterior finish:
 - i. Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - ii. Smooth or untextured concrete surfaces.
 - iii. Exterior Insulated Finish Systems.
 - iv. Unfired or underfired clay, sand, or shale brick.
- (d) Front home elevation repetition restrictions.

(e) Prior to the first construction of the first commercial building (not including schools and recreational facilities) within the Tract, the Developer shall submit a master commercial exterior building material and architectural guidelines to the City for review and comment. Thereafter, the Developer will include such architectural guidelines in its deed restrictions to be enforced by the Developer or HOA. Upon request, the HOA or Developer will certify to the City that each commercial building conforms to the Commercial Guidelines. The Commercial Guidelines will provide that commercial property developed along FM 521 will match or complement the external building materials of the schools constructed along FM 521 within the Tract.

Nothing herein shall be construed as requiring the Developer, or anyone else constructing within the Tract to apply for or obtain a building permit from the City.

Section 3.14 Signage. The community monument signage is illustrated on **Exhibit H**, and the City approves the style and materials associated for that sign. Within 45 days from the Effective Date, the Developer will submit to the City for approval a master signage plan for the Tract that includes community monument signs, wayfinding signs, commercial signs, community advertising signs on SH 288, and may include any other type of sign within the community that the City and the Developer wish to include. Once the sign master plan is approved, the City will not require a sign permit for any sign on the Tract that meets the requirements of the sign master plan, using similar design and materials shown in Exhibit H. Once approved, the Developer may construct any signs in the approved master signage plan without a permit. Any other sign within the Tract will require a sign permit in accordance with the Development Code.

Section 3.15 Prohibition of Rental Communities. The Developer shall be prohibited from creating or allowing “rental communities” within the District. A “rental community” shall mean any phase of the development comprised of residential single-family houses, where 10 % or more of the houses owned by corporate or business entities who own more than one house within said phase.

Renters who rent from owners who are not corporations or business entities owning more than one house within the phase of the development are not included in said calculation. Developer shall enforce this prohibition by including it in the Deed Restrictions and restrictive covenants covering the development.

Section 3.16 Site Plan and Public Improvements. The following shall apply to all development in the Tract:

- (a) ~~The City Council shall approve~~ The parties agree that subdivisions sections of the development consisting of a minimum of 30 lots, and a maximum of 150 lots, with a single entrance to a paved public street; provided such connection to an existing (or being constructed contemporaneously) paved public street is designed as a boulevard. A boulevard shall be constructed with a width sufficient on each driving lane for fire truck access and also contain an unbroken median length of 100 feet, unless left turn lanes and median breaks, designed to City of Angleton LDC standards, are installed at crossing streets. Connectivity to future development shall qualify as a second point of access.
- (b) Blocks shall generally not exceed a length of 1,400 feet except where property is adjacent to arterial streets, railways, waterways, drainage channels, detention ponds, parks, nature preserves, wetlands, pipelines, incompatible uses, or along overall development boundary.
- (c) Turnarounds are required for partial streets or half streets only if they exceed 150 feet in length.
- (d) A site plan shall be required, and the Angleton Director of Building Services shall review and approve such site plan for any: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval by the City of Angleton Development Services Director shall be in accordance with subsection 23-88.

ARTICLE IV ROAD FACILITY CONSTRUCTION

Section 4.01 Road Facility Construction.

- (a) The Development Plan reflects proposed streets to be constructed by the Developer, that shall be constructed in accordance with all rules and regulations of all governmental entities having jurisdiction.
- (b) Neither the Developer nor the District will be required by the City to construct any roadway improvements outside of the boundaries of the District.
- (c) The Developer to comply with the requirements of Brazoria County and the City concerning improvements to any major thoroughfares as identified on the City or County Thoroughfare Plan. The required right-of-way dedication for such major thoroughfares shall occur at or before the time of the first plat submittal in the development.

At such time of the plat submittal for land adjacent to such major thoroughfares in the development, Developer shall construct in phases the related road improvements.

The Developer shall develop the public roadway system within the Tract as shown on **Exhibit I**, which reflects the layout of major roadways including thoroughfares and collectors). The City may only require the Developer to build the roads in accordance with the roadway detail and cross section shown on **Exhibit I-1**. Private streets for gated sections shall be allowed subject to the conditions described in the Development Code, Chapter 4, Section 113 (B). T

Section 4.02 SH288 Frontage Road Improvements and Future Angleton Town Center Development. The Developer and the City agree that the portion of the Property along SH 288 may be developed as a future mixed-use development, which would require frontage roads and access to SH 288. The Developer agrees it will not develop the portion of the Tract shown on **Exhibit D** (“Commercial Tract”) with residential development, without the City’s consent, for a period of up to four (4) years from the Start Date as follows:

- (a) The Developer will not develop the Commercial Tract as residential within the first 2 years from the Start Date if the Developer and the City secure an agreement with TxDOT and the County within that time for the development and funding of these frontage roads.
- (b) If such an agreement is approved within the 2-year period, the Developer will not develop the Commercial Tracts for residential if a contract for the construction of the frontage roads is awarded and notice to proceed issued within 2 years from the approval of the agreement described in subsection (a).

Developer shall pay for the preliminary engineering and financial plan necessary to initiate negotiations with the County and the Texas Department of Transportation (“TxDOT”). Developer shall dedicate any additional right of way for the frontage road that Developer owns without cost to TxDOT or the City. For purposes of this provision of the Agreement, “Start Date” means the date notice to proceed is issued for the first contract for public infrastructure within the Tract. The Developer will provide a copy of this notice to proceed to the City within 7 days of its delivery to the contractor.

ARTICLE V ANNEXATION OF THE TRACT

Section 5.01 Annexation by the City. The City agrees to annex the District into the City limits only in accordance with its consent to the creation of the District and the SPA.

Section 5.02 Strategic Partnership Agreement. Section 43.0751, Tex. Local Gov’t Code (the “Act”), provides for the negotiation and implementation of “strategic partnership agreements” between cities and municipal utility districts, whereby the continued existence of the district and various areas of governmental cooperation may be provided for by agreement. The Developer agrees to work with the District to enter into a strategic partnership agreement between the City and the District in a form similar to the form of agreement attached hereto as **Exhibit J**.

Section 5.03 Disclosures. Pursuant to Texas Local Government Code Section 212.172(b-1), the parties understand and agree as follows:

1. The Developer is not required to enter into this Agreement.
2. Upon execution of this Agreement, the City may annex the District pursuant to the provisions of Tex. Loc. Gov't Code Sec. 43.0751.
3. At the time of the Full Purpose Annexation Conversion Date, as defined in the Strategic Partnership Agreement attached hereto as **Exhibit J**, the land which is included within the District's boundaries shall be deemed to be annexed into the City limits without the need for further action by the City or City Council; or

Pursuant to Sec. 43.0751(h), upon request from the District, the City may terminate this Agreement and annex the District for limited or full purposes prior to the Full Purpose Annexation Conversion Date under the consent annexation procedures contained in the Texas Local Government Code Chapter 43 Subchapter C-1.

4. Upon the Full Purpose Annexation Conversion Date, the land contained in the District may be annexed without the Developer's further consent. However, the land may only be annexed prior to such date with the Developer's consent pursuant to Sec. 43.0751(h).
5. Pursuant to Tex. Loc. Gov't Code Sec. 212.172(i), the City waives immunity from suit for the purpose of adjudicating a claim for breach of this contract.

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 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, 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, Developer's 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 Developer's grantees and successors do not waive their rights under the Act 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 6.02 Developer's Right to Continue Development. The City and the Developer hereby agree that subject to any terms in this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons.

Section 6.03 Uniform Treatment. Notwithstanding any provision herein to the contrary, neither the Developer nor the District shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation

district or developer developing land within the City's extraterritorial jurisdiction, it being the intention and desire of the City that development of the Tract not be at a competitive disadvantage with other developments within the City's extraterritorial jurisdiction.

ARTICLE VII DEFAULT, NOTICE AND REMEDIES

Section 7.01 Event of Default. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and the Developer shall follow the development plans as set out in the Land Plan.

- (a) The parties acknowledge and agree that any material deviation from the Land Plan and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be an "Event of Default" of this Agreement.
- (b) Each of the following events shall be an "Event of Default" by the Developer under this Agreement, once the applicable time to cure, if any, has expired:
 - i. The Developer shall fail to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;
 - ii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iii. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - iv. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - v. Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.
- (c) Each of the following events shall be an Event of Default by the City under this Agreement:
 - i. The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

- (d) A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:
1. Developer's failure to develop the Tract in compliance with the approved Land Plan, as from time to time amended; or Developer's failure to secure the City's approval of any Substantial Change to the Land Plan; or
 2. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.
- (e) 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. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:
1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or this Agreement;
 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement;
 3. An attempt by the City to annex, in whole or in part, the property within the District prior to the occurrence of the conditions set forth in Article V of this Agreement;
 4. An attempt by the City to enforce any City ordinance within the Tract that is inconsistent with the terms and conditions of this Agreement;
 5. An attempt by the City to require modification or amendment of the Land Plan where it complies with the requirements of this Agreement; or
 6. An attempt by the City to unreasonably withhold approval of a plat of land within the Tract that complies with the requirements of this Agreement.

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 shall provide the remedies for such default.

Section 7.02 Notice of Developer's Default.

- (a) The City shall notify the Developer 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. The alleged defaulting Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination.
- (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 in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under the Agreement and subsequently exercise any other remedy.

Section 7.03 Notice of City's Default.

- (a) The 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 thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the 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 to the Developer, if requested, any records, documents or other information necessary to make the determination.
- (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 may proceed to mediation under this Agreement and subsequently exercise the applicable remedy.

Section 7.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in this Agreement, the parties agree prior to the filing of any legal action to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or thirty

(30) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 7.05 Remedies.

City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below, and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation, the City may, subject to the provisions of this Agreement, file suit in a court of competent

jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 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, and its respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. Notwithstanding the foregoing statement, an Ultimate Consumer shall be bound by the Developer's submittal of the annexation petition required by Article V, to the extent allowed by law, and shall be bound by the Developer's waiver of rights described in Section 6.01. The District and any business entity that is constructing improvements within the District are third-party beneficiaries of this Agreement.

Section 8.02 Term. This Agreement shall bind the parties and continue for thirty (30) years from the Effective Date of this Agreement (the "Initial Term"), unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and Developer. Upon the expiration of the Initial Term, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods up to a maximum total term of forty-five (45) years. The provisions of Articles II and III of this Agreement are intended to survive the termination of this Agreement.

Section 8.03 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 County Clerk Official Records of Brazoria County, 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.

(a) **Section 8.04 Assignment or Sale.** If the Developer proposes to sell substantially all of the Tract, or all of the Tract owned at such time by the Developer, the Developer shall provide notice of such sale to the City, within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

. Any person who acquires the Tract or any portion of the Tract, except for an Ultimate Consumer shall take the Tract subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in the form attached as **Exhibit K**. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

Section 8.05 Transfer of Control of Developer. As set forth in Section 8.04, the Developer shall promptly notify the City of any substantial change in ownership or control of that Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any Notice, or Communication or other communications ("Notice") required to be given by one party to another by this Agreement shall be in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same by hand delivery, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by electronic transmittal with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Angleton 121 S Velasco Angleton, TX 77515 Attn: Chris Whittaker, City Manager Email: cwhittaker@angleton.tx.us
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Developers:	ANCHOR HOLDINGS MP, LLC Address: 101 Parklane Blvd., Suite 102 Address: Sugar Land, Texas 77478 Attn: Mark Janik
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Email: mark@ashtongraydev.com

WILDROCK HOLDINGS, LLC
 Address: 101 Parklane Blvd., Suite 102
 Address: Sugar Land, Texas 77478
 Attn: Mark Janik
 Email: mark@ashtongraydev.com

With copy to: Richard Muller
 202 Century Square Blvd Sugar Land, TX 77478
 Phone: (281) 500-6050
 Email: richard@mullerlawgroup.com

Designated Mortgagee: Name of Entity: Simmons Bank
 Address: P. O. Box 7009
 Address: Pine Bluff, AR 71611

With copy to: Anchor Holdings MP, LLC
 Address: 101 Parklane Blvd., Suite 102
 Address: Sugar Land, Texas 77478
 Attn: Mark Janik
 Email: mark@ashtongraydev.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Representations of City

- (i) This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

Representations of Developer

The Developer makes the following representations, warranties and covenants for the benefit of the City:

- (ii) Due Organization and Ownership. The Developer is a Texas Limited Liability Company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.
- (iii) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated

hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

- (iv) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.
- (v) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.
- (vi) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

The City and Developer both represent that they have the authority to enter into this Agreement and to perform the obligations of the respective Parties.

Section 9.11 Anti-Boycott Verifications. The Developer and Landowner hereby verifies that they and their parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing 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. The Developer and Landowner understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer or Landowner and exists to make a profit.

Section 9.12 Iran, Sudan, and Foreign Terrorist Organizations. The Developer and Landowner represent that neither it nor any of its parent companies, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

or

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer and Landowner understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and Landowner and exists to make a profit.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the ____ day of _____, 2023.

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

ATTEST:

By: _____
Michelle Perez, City Secretary

APPROVED:

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

AGREED AND ACCEPTED as of _____, 2023.

ANCHOR HOLDINGS MP, LLC
a Texas limited liability company

By: SVAG Investments, LLC,
a Texas limited liability company

By: SVAG Asset Management, LLC,
a Texas limited liability company,
its Manager

By: _____
Sudharshan Vembutty, Manager

WILDROCK HOLDINGS, LLC
a Texas limited liability company

By: SVAG Investments, LLC, a Texas
limited liability company, its manager

By: SVAG Asset Management, LLC,
a Texas limited liability company, its
manager

By: _____
Sudharshan Vembutty, Manager

EXHIBIT A - THE TRACT PROPERTY DESCRIPTION

Item 14.

2.00 Acre

George Robinson League, Abstract 126

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 2.00 acre tract of land in the George Robinson League, Abstract 126, being out of and a part of that certain called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "Jones | Carter" set in the east right-of-way line of County Road 44 for the northwest corner of an adjoining called 1.0371 acre tract recorded under County Clerk's File Number 2008008925, Office of the County Clerk, Brazoria County, Texas, for a southwest corner of said called 170.00 acre tract, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, transitioning to the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 03 minutes 06 seconds, an arc length of 99.42 feet, a radius of 2,776.40 feet, and a chord bearing North 01 degree 09 minutes 09 seconds West, 99.41 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner and **Place of Beginning** of the herein described tract;

Thence continuing with said non-tangent curve to the right, having a central angle of 06 degrees 16 minutes 36 seconds, an arc length of 304.15 feet, a radius of 2,776.40 feet, and a chord bearing North 03 degrees 00 minutes 42 seconds East, 304.00 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northwest corner of the herein described tract;

Thence North 87 degrees 10 minutes 16 seconds East establishing the north line of the herein described tract, 271.19 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northeast corner of the herein described tract

Thence South 02 degrees 35 minutes 14 seconds East establishing the east line of the herein described tract, 300.95 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract;

Thence South 86 degrees 53 minutes 22 seconds West establishing the south line of the herein described tract, 300.86 feet to the **Place of Beginning** and containing 2.00 acres of land, more or less.

2.00 Acre

George Robinson League, Abstract 126

For reference and further description see Drawing No. 16587 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 4.90 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 & 82, Brazoria County, Texas, being that certain called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-036250, Office of the County Clerk, Brazoria County, Texas, said called 4.9560 acre tract being Reserve "E" of Beechwood Subdivision, according to map or plat thereof recorded in Volume 15, Page 289, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "Jones | Carter" found in the westerly right-of-way line of State Highway 288 for the northeast corner of said Reserve "E", same being the southeast corner of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, Brazoria County, Texas, and Volume 411, Page 456, Deed Records, Brazoria County, Texas, for the northeast corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

Thence along said non-tangent curve to the right, being the westerly right-of-way line of State Highway 288, having a central angle of 03 degrees 46 minutes 20 seconds (called 03 degrees 45 minutes 34 seconds), a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 740.65 feet (called 738.12 feet), and a chord bearing South 04 degrees 23 minutes 18 seconds East, 740.51 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, same being the lower northeast corner of the adjoining residue of a called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas;

Thence South 87 degrees 40 minutes 53 seconds West (called West) along the common line of the herein described tract and said adjoining residue of a called 541.131 acre tract, 298.27 feet (called 301.47 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract, same being a reentry corner to said adjoining residue of a called 541.131 acre tract, from which point a found ½ inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 02 degrees 18 minutes 50 seconds West (called North 00 degrees 00 minutes 17 seconds East) continuing along said common line, 735.89 feet (called 735.89 feet) to a concrete monument found for the northwest corner of the herein described tract and said Reserve "E", same being a northeast corner of said adjoining residue of a called 541.131 acre tract, and being in the south line of the aforementioned adjoining residue of a called 60 acre tract;

Thence North 86 degrees 48 minutes 29 seconds East (called North 89 degrees 39 minutes 05 seconds East) along the north line of the herein described tract and said Reserve "E", same being the south line of said adjoining residue of a called 60 acre tract, 271.50 feet (called 276.51 feet) to the **Place of Beginning** and containing 4.90 acres of land, more or less.

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

For reference and further description see Drawing No. 16873 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



A handwritten signature in blue ink, appearing to be "Chris D. Kalkomey", written over a horizontal line.

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

8.35 Acre

Shubael Marsh League, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 8.35 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being out of and part of the residue of that certain called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, and the residue of that certain called 541.131 acre tract recorded under County Clerk's File Numbers 2001016151 and 94-006773, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line of F. M. Highway 521 (100-feet wide) for the northwest corner of said called 160.77 acre tract, same being the southwest corner of said called 541.131 acre tract, for the **Place of Beginning** of the herein described tract, from which point a concrete monument found for the northwest corner of said adjoining called 541.131 acre tract bears North 14 degrees 02 minutes 24 seconds East, 4,611.00 feet;

Thence North 14 degrees 02 minutes 37 seconds East (called North 16 degrees 51 minutes 24 seconds East) along the westerly line of the herein described tract and said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 580.80 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northwest corner of the herein described tract;

Thence South 89 degrees 14 minutes 38 seconds East establishing the north line of the herein described tract, 429.95 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northeast corner of the herein described tract;

Thence South 00 degrees 30 minutes 00 seconds West establishing the east line of the herein described tract, at 529.69 feet pass the south line of said called 541.131 acre tract, same being the north line of said called 170.66 acre tract, and continuing for a total distance of 705.09 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract;

Thence North 89 degrees 31 minutes 26 seconds West establishing the south line of the herein described tract, 600.44 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract, said point being in the west line of said called 170.66 acre tract, same being the east right-of-way line of F. M. Highway 521;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 146.72 feet to the **Place of Beginning** and containing 8.35 acres of land, more or less.

8.35 Acre

Shubael Marsh League, Abstracts 81 & 82

For reference and further description see Drawing No. 16586 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Tract 1
469.08 Acres

Shubael Marsh League, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 469.08 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being comprised of the residue of that certain called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a concrete monument found in the easterly right-of-way line of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 541.131 acre tract, same being the southwest corner of an adjoining called 2.97 acre tract recorded under County Clerk's File Number 01-008056, Office of the County Clerk, Brazoria County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

Thence North 87 degrees 05 minutes 19 seconds East (called North 89 degrees 56 minutes 21 seconds East) along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 2.97 acre tract, and the south line of an adjoining called 96.50 acre tract recorded under County Clerk's File Number 00-016352, Office of the County Clerk, Brazoria County, Texas, at 284.23 feet (adjoiner called 284.23 feet) pass a ½ inch iron rod found on said line for the southeast corner of said adjoining called 2.97 acre tract, being the southwest corner of said adjoining called 96.50 acre tract, from which point a ½ inch iron rod found inside a 2-inch iron pipe bears North 26 degrees 21 minutes 09 seconds West, 3.14 feet, and continuing for a total distance of 2,947.41 feet (called 2,947.82 feet) to a concrete monument found for angle point, said point being the southeast corner of said adjoining called 96.50 acre tract, same being the southwest corner of the adjoining residue of a called 36.97 acre tract recorded under County Clerk's File Number 94-019052, Office of the County Clerk, Brazoria County, Texas;

Thence North 86 degrees 57 minutes 34 seconds East (called North 89 degrees 44 minutes 02 seconds East) along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 36.97 acre tract, 861.64 feet (called 861.64 feet) to a 5/8 inch iron rod found for the upper northeast corner of the herein described tract, same being the northwest corner of the adjoining residue of a called 43.308 acre tract recorded under County Clerk's File Number 2017048421, Office of the County Clerk, Brazoria County, Texas, and described as a called 28.23 acre tract under County Clerk's File Number 02-063838, Office of the County Clerk, Brazoria County, Texas, from which point a ½ inch iron rod (bent) found in the westerly right-of-way line of State Highway 288 for the northeast corner of said adjoining called 28.23 acre tract bears North 86 degrees 36 minutes 30 seconds East, 690.91 feet (adjoiner called North 86 degrees 38 minutes 21 seconds East, 690.84 feet);

Tract 1
469.08 Acres

Shubael Marsh League, Abstracts 81 & 82

Thence South 03 degrees 24 minutes 10 seconds East (called South 03 degrees 23 minutes 39 seconds East) along the common line of the herein described tract and said adjoining called 28.23 acre tract, 1,622.24 feet (called 1,621.88 feet, adjoiner called 1,622.07 feet) to a ½ inch iron rod found for the upper southeast corner of the herein described tract, same being the southwest corner of said adjoining called 28.23 acre tract, and being in the north line of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, and in Volume 411, Page 456, Deed Records, Brazoria County, Texas, from which point a ½ inch iron rod with cap marked "CBG Surveying" bears North 48 degrees 04 minutes 18 seconds West, 5.00 feet, and a 5/8 inch iron rod with cap marked "Jones | Carter" set in the westerly right-of-way line of State Highway 288 for the southeast corner of said adjoining called 28.23 acre tract bears North 86 degrees 26 minutes 35 seconds East, 825.98 feet (adjoiner called North 89 degrees 26 minutes 08 seconds East, 826.18 feet);

Thence South 89 degrees 04 minutes 59 seconds West (called South 89 degrees 17 minutes 07 seconds West) along the common line of the herein described tract and said adjoining residue of a called 60 acre tract, 95.11 feet (called 91.58 feet) to a ¾ inch iron pipe (bent) found for a reentry corner to the herein described tract, said point being the northwest corner of said adjoining residue of a called 60 acre tract;

Thence South 03 degrees 19 minutes 34 seconds East (called South 00 degrees 23 minutes 47 seconds East) continuing along said common line, 1,550.52 feet (called 1,551.48 feet) to a ½ inch iron rod with cap marked "CBG Surveying" found for a reentry corner to the herein described tract, same being the southwest corner of said adjoining residue of a called 60 acre tract;

Thence North 86 degrees 45 minutes 30 seconds East (called North 89 degrees 13 minutes 03 seconds East) continuing along said common line, 774.79 feet (called 774.45 feet) to a concrete monument found for corner, said point being the northwest corner of an adjoining called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-0362520, Office of the County Clerk, Brazoria County, Texas, from which point a 5/8 inch iron rod with cap marked "Jones | Carter" set in the westerly right-of-way line of State Highway 288 for the southeast corner of said adjoining residue of a called 60 acre tract, same being the northeast corner of said adjoining called 4.9560 acre tract, bears North 86 degrees 48 minutes 29 seconds East, 271.50 feet (adjoiner called North 89 degrees 39 minutes 05 seconds East, 276.51 feet);

Thence South 02 degrees 18 minutes 50 seconds East (called South, adjoiner called South 00 degrees 00 minutes 17 seconds West) along the west line of said adjoining called 4.9560 acre tract, 735.89 feet (called 734.69 feet, adjoiner called 735.89 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, said point being the southwest corner of said adjoining called 4.9560 acre tract, from which point a found ½ inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 87 degrees 40 minutes 53 seconds East (called East, adjoiner called East) along the south line of said adjoining called 4.9560 acre tract, 298.27 feet (adjoiner called 301.47 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set in the west right-of-way line of State Highway 288 (width varies) for the lower northeast corner of the herein described tract, same being the southeast corner of said adjoining called 4.9560 acre tract, said point being in a non-tangent curve to the right;

Tract 1
469.08 Acres

Shubael Marsh League, Abstracts 81 & 82

Thence along said non-tangent curve to the right, being the west right-of-way line of State Highway 288, having a central angle of 02 degrees 15 minutes 21 seconds, a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 442.89 feet, and a chord bearing South 01 degree 22 minutes 27 seconds East, 442.87 feet to a concrete monument found at the end of said curve;

Thence South 00 degrees 14 minutes 46 seconds East along the west right-of-way line of State Highway 288, 73.62 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found in the south line of the aforementioned called 541.131 acre tract and said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of the adjoining J. W. Cloud Survey, Abstract 169, being the lower northeast corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, bears South 00 degrees 14 minutes 46 seconds East, 279.45 feet;

Thence South 87 degrees 09 minutes 33 seconds West (called West, adjoiner called South 89 degrees 54 minutes 51 seconds West) establishing the south line of the herein described tract, at 276.33 feet pass a 1/2 inch iron rod with cap marked "Max Hagan RPLS 937" found for the upper northeast corner of said adjoining called 170.66 acre tract, and continuing for a total distance of 5,566.94 feet to point for the lower southwest corner of the herein described tract, being in the east line of an adjoining 8.35 acre Contamination Tract surveyed by the undersigned this date, from which point a 1/2 inch iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line of F. M. Highway 521 for the southwest corner of said called 541.131 acre tract, same being the northwest corner of said adjoining called 170.66 acre tract, bears South 87 degrees 09 minutes 33 seconds West, 566.92 feet;

Thence North 00 degrees 30 minutes 00 seconds East along the common line of the herein described tract and said adjoining 8.35 acre tract, 529.69 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 8.35 acre tract;

Thence North 89 degrees 14 minutes 38 seconds West continuing along said common line, 429.95 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the upper southwest corner of the herein described tract, same being the northwest corner of said adjoining 8.35 acre tract, and being in the westerly line of said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521;

Thence North 14 degrees 02 minutes 37 seconds East (called North 16 degrees 51 minutes 24 seconds East) along the westerly line of the herein described tract and said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 4,030.19 feet (called 4,609.94 feet) to the **Place of Beginning** and containing 469.08 acres of land, more or less.

Tract 1
469.08 Acres

Shubael Marsh League, Abstracts 81 & 82

For reference and further description see Drawing No. 16580 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Tract 2
61.20 Acres

George Robinson League, Abstract 126

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 61.20 acre tract of land in the George Robinson League, Abstract 126, Brazoria County, Texas, being comprised of the residue of that certain called 134 acre tract (Third Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "RPLS 4808" found for the southeast corner of said residue of a called 134 acre tract, same being the northeast corner of an adjoining called 116.155 acre tract recorded under County Clerk's File Number 2018029439, Office of the County Clerk, Brazoria County, Texas, for the southeast corner and **Place of Beginning** of the herein described tract, said point being in the east line of said George Robinson League, Abstract 126, same being the west line of the adjoining J. W. Cloud Survey, Abstract 169, and the west line of an adjoining called 91.87 acre tract (Tract Three) recorded under County Clerk's File Number 2015014625, Office of the County Clerk, Brazoria County, Texas, and described in Volume 362, Page 470, Deed Records, Brazoria County, Texas;

Thence South 86 degrees 53 minutes 29 seconds West along the south line of the herein described tract, same being the north line of said adjoining called 116.155 acre tract, and the north line of an adjoining called 4.52 acre tract recorded under County Clerk's File Number 2010021440, Office of the County Clerk, at 3,502.15 feet (adjoiner called 3,502.23 feet) pass a ¾ inch iron pipe found on said line for the upper northwest corner of said adjoining called 116.155 acre tract, being the northeast corner of said adjoining called 4.52 acre tract, and continuing for a total distance of 3,742.61 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the lower southwest corner of the herein described tract, same being the southeast corner of the adjoining residue of a called 1.0 acre tract recorded in Volume 1251, Page 707, Deed Records, Brazoria County, Texas;

Thence North 04 degrees 36 minutes 11 seconds West (adjoiner called North) along the common line of the herein described tract and said adjoining residue of a called 1.0 acre tract, 158.90 feet (adjoiner called 156.75 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set at a fence post for the northeast corner of said adjoining called 1.0 acre tract, being a reentry corner to the herein described tract;

Thence South 87 degrees 02 minutes 13 seconds West (adjoiner called West) continuing along said common line, at 265.75 feet pass a ½ inch iron rod with cap marked "CBG Surveying" found on said line, and continuing for a total distance of 277.30 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the upper southwest corner of the herein described tract, being the northwest corner of said adjoining residue of a called 1.0 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Tract 2
61.20 Acres

George Robinson League, Abstract 126

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, having a central angle of 10 degrees 54 minutes 37 seconds, an arc length of 528.68 feet, a radius of 2,776.40 feet, and a chord bearing North 15 degrees 23 minutes 29 seconds West, 527.88 feet to a concrete monument found for the northwest corner of the herein described tract, same being the southwest corner of an adjoining called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and described in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence North 87 degrees 10 minutes 12 seconds East (adjoiner called East) along the north line of the herein described tract, same being the south line of said adjoining called 170.00 acre tract, 4,139.48 feet (adjoiner called 4,138.93 feet) to a 1/2 inch iron rod found for the northeast corner of the herein described tract, same being the southeast corner of said adjoining called 170.00 acre tract, and being in the east line of said George Robinson League, Abstract 126, same being the west line of the aforementioned adjoining J. W. Cloud Survey, Abstract 169, and the west line of the aforementioned adjoining called 91.87 acre tract;

Thence South 02 degrees 50 minutes 23 seconds East along the east line of the herein described tract and said George Robinson League, Abstract 126, same being the west line of said adjoining J. W. Cloud Survey, Abstract 169, and the west line of said adjoining called 91.87 acre tract, 655.23 feet to the **Place of Beginning** and containing 61.20 acres of land, more or less.

For reference and further description see Drawing No. 16580 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

1.73 Acres

Shubael Marsh League, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 1.73 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being out of and a part of the residue of that certain called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas, said 1.73 acre tract also being out of and a part of the residue of that certain called 375.598 acre tract (First Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron rod found in the west right-of-way line of State Highway 288 (width varies) for a southeast corner of said residue of a called 541.131 acre tract and said called 375.598 acre tract, same being the lower northeast corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, for the southeast corner and **Place of Beginning** of the herein described tract, said point being in the south line of said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of the adjoining J. W. Cloud Survey, Abstract 169;

Thence South 87 degrees 24 minutes 03 seconds West (called West, adjoiner called North 89 degrees 53 minutes 10 seconds West) along the south line of the herein described tract, said called 541.131 acre tract, and said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of said adjoining called 170.66 acre tract and said J. W. Cloud Survey, Abstract 169, 264.80 feet (adjoiner called 264.42 feet) to a ½ inch iron rod found for the southwest corner of the herein described tract, being a reentry corner to the herein described tract;

Thence North 02 degrees 36 minutes 34 seconds West (called North, adjoiner called North 00 degrees 06 minutes 40 seconds East) along the common line of the herein described tract and said adjoining called 170.66 acre tract, 278.05 feet (called 278.4 feet, adjoiner called 278.25 feet) to a ½ inch iron rod with cap marked "Max Hagan RPLS 937" found for the northwest corner of the herein described tract, being the upper northeast corner of said adjoining called 170.66 acre tract;

Thence North 87 degrees 09 minutes 33 seconds East establishing the north line of the herein described tract, crossing said called 541.131 acre tract and said called 375.598 acre tract, 276.33 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in the west right-of-way line of State Highway 288 for the northeast corner of the herein described tract;

Thence South 00 degrees 14 minutes 46 seconds East along the east line of the herein described tract, being the west right-of-way line of State Highway 288, 279.45 feet to the **Place of Beginning** and containing 1.73 acres of land, more or less.

1.73 Acres

Shubael Marsh League, Abstracts 81 & 82

For reference and further description see Drawing No. 16580 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Tract 3
166.74 Acres

George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 166.74 acre tract of land in the George Robinson League, Abstract 126, and the J. W. Cloud Survey, Abstract 169, Brazoria County, Texas, being that certain called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron rod found in the west right-of-way line of State Highway 288 (width varies) for the upper southeast corner of said called 170.00 acre tract, same being the northeast corner of an adjoining called 15 acre tract recorded under County Clerk's File Number 02-067061, Office of the County Clerk, Brazoria County, Texas, for the upper southeast corner and **Place of Beginning** of the herein described tract;

Thence South 87 degrees 02 minutes 34 seconds West (called South 89 degrees 49 minutes 26 seconds West) along the upper south line of the herein described tract and said called 170.00 acre tract, same being the north line of said adjoining called 15 acre tract, 354.62 feet (adjoiner called 354.89 feet) to a ½ inch iron rod found for angle point, said point being the northwest corner of said adjoining called 15 acre tract, same being the northeast corner of an adjoining called 91.87 acre tract (Tract Three) recorded under County Clerk's File Number 2015014625, Office of the County Clerk, Brazoria County, Texas, and described in Volume 362, Page 470, Deed Records, Brazoria County, Texas, said point being in the centerline of the Angleton Protection Levee;

Thence South 86 degrees 59 minutes 15 seconds West (called South 89 degrees 49 minutes 26 seconds West) along the north line of said adjoining called 91.87 acre tract, 2,103.32 feet (adjoiner called 2,093.00 feet) to a ½ inch iron rod with cap marked "Stroud 2112" found for the northwest corner of said adjoining called 91.87 acre tract, for a reentry corner to the herein described tract and said called 170.00 acre tract, said point being in the west line of said J. W. Cloud Survey, Abstract 169, same being the east line of said George Robinson League, Abstract 126;

Thence South 02 degrees 44 minutes 56 seconds East (called South 00 degrees 03 minutes 18 seconds West) along the east line of said called 170.00 acre tract and said George Robinson League, Abstract 126, same being the west line of said J. W. Cloud Survey, Abstract 169, and the west line of said adjoining called 91.87 acre tract, 803.82 feet (called 803.85 feet) to a ½ inch iron rod found for the lower southeast corner of the herein described tract and said called 170.00 acre tract, same being the northeast corner of the adjoining residue of a called 134 acre tract (Third Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence South 87 degrees 10 minutes 12 seconds West (called West) along the south line of the herein described tract and said called 170.00 acre tract, same being the north line of said adjoining residue of a called 134 acre tract, 4,139.48 feet (called 4,138.93 feet) to a concrete monument found for the southwest corner of the herein described tract and said called 170.00 acre tract, same being the northwest corner of said adjoining residue of a called 134 acre tract, and being in the easterly right-of-way line of County Road 44, being a non-tangent curve to the right;

Tract 3
166.74 Acres

George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, having a central angle of 04 degrees 01 minute 29 seconds, an arc length of 195.03 feet, a radius of 2,776.40 feet, and a chord bearing North 07 degrees 55 minutes 26 seconds West, 194.99 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of an adjoining called 1.0371 acre tract recorded under County Clerk's File Number 2008008925, Office of the County Clerk, Brazoria County, Texas;

Thence North 84 degrees 54 minutes 13 seconds East (adjoiner called North 87 degrees 44 minutes 03 seconds East) along the common line of the herein described tract and said adjoining called 1.0371 acre tract, at 2.72 feet pass a 1/2 inch iron rod with cap marked "RPLS 4808" found on said line, and continuing for a total distance of 252.52 feet (adjoiner called 249.38 feet) to a 1/2 inch iron rod with cap marked "RPLS 4808" found for the southeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Thence North 04 degrees 18 minutes 51 seconds West (adjoiner called North 01 degree 25 minutes 53 seconds West) continuing along said common line, 181.64 feet (adjoiner called 181.64 feet) to a 5/8 inch iron rod found for the northeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Thence South 84 degrees 43 minutes 22 seconds West (adjoiner called South 87 degrees 32 minutes 52 seconds West) continuing along said common line, at 247.53 feet (adjoiner called 247.28 feet) pass a 1/2 inch iron rod found on said line, and continuing for a total distance of 251.68 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northwest corner of said adjoining called 1.0371 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, transitioning to the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 03 minutes 06 seconds, an arc length of 99.42 feet, a radius of 2,776.40 feet, and a chord bearing North 01 degree 09 minutes 09 seconds West, 99.41 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, said point being the southwest corner of an adjoining 2.00 acre Cemetery Tract surveyed by the undersigned this date;

Thence North 86 degrees 53 minutes 22 seconds East along the common line of the herein described tract and said adjoining 2.00 acre tract, 300.86 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, same being the southeast corner of said adjoining 2.00 acre tract;

Thence North 02 degrees 35 minutes 14 seconds West continuing along said common line, 300.95 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 2.00 acre tract;

Thence South 87 degrees 10 minutes 16 seconds West continuing along said common line, 36.15 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, said point being the southeast corner of an adjoining 1.00 acre Out Tract surveyed by the undersigned this date;

Thence North 02 degrees 49 minutes 43 seconds West along the common line of the herein described tract and said adjoining 1.00 acre tract, 241.04 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 1.00 acre tract;

Tract 3
166.74 Acres

George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 87 degrees 06 minutes 39 seconds West continuing along said common line, 185.97 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner, being the northwest corner of said adjoining 1.00 acre tract, said point being in the easterly right-of-way line of F. M. Highway 521, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 45 minutes 33 seconds, an arc length of 133.71 feet, a radius of 2,776.40 feet, and a chord bearing North 12 degrees 36 minutes 13 seconds East, 133.69 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

Thence North 13 degrees 58 minutes 59 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.00 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 302.34 feet to a concrete monument found for the northwest corner of the herein described tract and said called 170.00 acre tract, same being the southwest corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas;

Thence North 87 degrees 10 minutes 17 seconds East (called East) along the north line of the herein described tract and said called 170.00 acre tract, same being the south line of said adjoining called 170.66 acre tract, 6,441.91 feet (called 6,440.96 feet) to a 1/2 inch iron rod found in the west right-of-way line of State Highway 288 for the northeast corner of the herein described tract and said called 170.00 acre tract, same being the southeast corner of said adjoining called 170.66 acre tract;

Thence South 00 degrees 14 minutes 46 seconds East (called South 02 degrees 34 minutes 15 seconds West) along the east line of the herein described tract and said called 170.00 acre tract, same being the west right-of-way line of State Highway 288, 625.14 feet (called 625.02 feet) to the **Place of Beginning** and containing 166.74 acres of land, more or less.

For reference and further description see Drawing No. 16580 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Tract 4
165.94 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 165.94 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, the George Robinson League, Abstract 126, and the J. W. Cloud Survey, Abstract 169, Brazoria County, Texas, being the residue of that certain called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 160.77 acre tract, same being the southwest corner of an adjoining called 541.131 acre tract recorded under County Clerk's File Numbers 2001016151 and 94-006773, Office of the County Clerk, Brazoria County, Texas, from which point a concrete monument found for the northwest corner of said adjoining called 541.131 acre tract bears North 14 degrees 02 minutes 24 seconds East, 4,611.00 feet;

Thence North 87 degrees 09 minutes 33 seconds East (called North 89 degrees 54 minutes 51 seconds East) along the north line of said called 170.66 acre tract, same being the south line of said adjoining called 541.131 acre tract, 566.92 feet to a point for the upper northwest corner and **Place of Beginning** of the herein described tract, said point being in the east line of an adjoining 8.35 acre Contamination Tract surveyed by the undersigned this date,

Thence North 87 degrees 09 minutes 33 seconds East (called North 89 degrees 54 minutes 51 seconds East) along the north line of the herein described tract and said called 170.66 acre tract, same being the south line of said adjoining called 541.131 acre tract, 5,290.61 feet (called 5,857.00 feet) to a ½ inch iron rod with cap marked "Max Hagan RPLS 937" found for the upper northeast corner of the herein described tract, being a reentry corner to said adjoining called 541.131 acre tract;

Thence South 02 degrees 36 minutes 34 seconds East (called South 00 degrees 00 minutes 10 seconds East) continuing along the common line of said called 170.66 acre tract and said adjoining called 541.131 acre tract, 278.05 feet (called 278.25 feet) to a ½ inch iron rod found for a reentry corner to the herein described tract and said called 170.66 acre tract, same being a southeast corner of said adjoining called 541.131 acre tract, and being in the south line of said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of said J. W. Cloud Survey, Abstract 169;

Thence North 87 degrees 24 minutes 03 seconds East (called East) continuing along said common line, 264.80 feet (called 264.42 feet) to a ½ inch iron rod found for the lower northeast corner of the herein described tract, and being in the west right-of-way line of State Highway 288 (width varies);

Tract 4
165.94 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 00 degrees 14 minutes 46 seconds East (called South 02 degrees 34 minutes 15 seconds West) along the east line of the herein described tract, same being the west right-of-way line of State Highway 288, 912.17 feet (called 912.51 feet) to a ½ inch iron rod found for the southeast corner of the herein described tract, same being the northeast corner of an adjoining called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and described in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence South 87 degrees 10 minutes 17 seconds West (called West) along the south line of the herein described tract and said called 170.66 acre tract, same being the north line of said adjoining called 170.00 acre tract, 6,441.91 feet (called 6,440.88 feet) to a concrete monument found in the easterly right-of-way line of F. M. Highway 521 for the southwest corner of the herein described tract, same being the northwest corner of said adjoining called 170.00 acre tract;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 973.60 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set on said line for corner, said point being the southwest corner of the adjoining residue of a called 2 acre tract recorded in Volume 122, Page 203, Deed Records, Brazoria County, Texas, and being in the north line of said George Robinson League, Abstract 126, same being the south line of said Shubael Marsh Surveys, Abstracts 81 and 82;

Thence North 87 degrees 21 minutes 22 seconds East along the common line of the herein described tract and said adjoining residue of a called 2 acre tract, 1,700.63 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of said adjoining called 2 acre tract for a reentry corner to the herein described tract;

Thence North 02 degrees 38 minutes 38 seconds West continuing along said common line, 50.00 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northeast corner of said adjoining residue of a called 2 acre tract for a reentry corner to the herein described tract;

Thence South 87 degrees 21 minutes 22 seconds West continuing along said common line, 1,685.60 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northwest corner of said adjoining residue of a called 2 acre tract for the upper southwest corner of the herein described tract, said point being in the easterly right-of-way line of F. M. Highway 521;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 70.37 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the lower northwest corner of the herein described tract, same being the southwest corner of the aforementioned adjoining 8.35 acre tract'

Tract 4
165.94 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 89 degrees 31 minutes 26 seconds East along the common line of the herein described tract and said adjoining 8.35 acre tract, 600.44 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract, same being the southeast corner of said adjoining 8.35 acre tract;

Thence North 00 degrees 30 minutes 00 seconds East continuing along said common line, 175.40 feet to the **Place of Beginning** and containing 165.94 acres of land, more or less.

For reference and further description see Drawing No. 16580 prepared by the undersigned on same date.

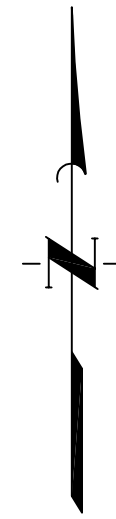
October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



NORTH
SCALE: 1" = 400'



CALLLED 2.97 AC.
JAMES W. NORTHRUP &
DEBORAH NORTHRUP
C.C.F. NO. 01-008056
O.R.B.C.T.

CALLLED 96.50 AC.
JAMES WORTHAM NORTHRUP
C.C.F. NO. 02-016352
O.R.B.C.T.

RESIDUE CALLED 36.97 AC.
JAMES WORTHAM NORTHRUP, TRUSTEE
C.C.F. NO. 94-019052
O.C.C.B.C.T.

RESIDUE CALLED 43.308 AC.
(TRACT 10)
WRL, LLC
C.C.F. NO. 02-016421
O.C.C.B.C.T.
DESC. IN
VOL. 362, PG. 470
D.R.B.C.T.

CALLLED 15.675 AC.
STATE OF TEXAS
VOL. 128, PG. 577
D.R.B.C.T.

CALLLED 15.029 AC.
STATE OF TEXAS
VOL. 128, PG. 252
D.R.B.C.T.

RESIDUE CALLED 60 AC.
(35.07 AC)
BARRETT HOUSTON
WYONT, JR.
C.C.F. NO. 2011015753
O.C.C.B.C.T.
AND VOL. 411, PG. 456
D.R.B.C.T.

4.90 ACRES
HAN-YU WU
CALLED 4.9560 AC.
(TRACT ONE)
C.C.F. NO. 96-036250
O.C.C.B.C.T.

CALLLED 7.029 AC.
STATE OF TEXAS
VOL. 1479, PG. 994
D.R.B.C.T.

CALLLED 7.711 AC.
STATE OF TEXAS
VOL. 1479, PG. 982
D.R.B.C.T.

STATE HIGHWAY 288
VOL. 128, PG. 11
D.R.B.C.T.

TRACT 1
469.08 ACRES

TRACT 2, PART 2
1.73 ACRES

CALLLED
TRACT 2, PART 1, 61.20 ACRES
TRACT 2, PART 2, 1.73 ACRES
TRACT 3, 166.74 ACRES
TRACT 4, 165.94 ACRES
TO 1485 HOLDINGS LLC
BY SPECIAL WARRANTY DEED
CF No 2021085074
OPROBC
CALLLED 469.08 ACRES
TO ANCHOR HOLDINGS MP, LLC
BY SPECIAL WARRANTY DEED
CF No 2021085145
OPROBC

TRACT 4
165.94 ACRES

TRACT 3
166.74 ACRES

TRACT 2, PART 1
61.20 ACRES

CALLLED 91.87 AC.
(TRACT THREE)
ROBERT LLOYD CARR, et al
C.C.F. NO. 2015014625
O.C.C.B.C.T.
DESC. IN
VOL. 362, PG. 470
D.R.B.C.T.

CALLLED 15 AC.
WALTER GARY JONES
C.C.F. NO. 02-067061
O.R.B.C.T.

CALLLED 4.52 AC.
CHARLES B. ROBERTSON III,
et al
C.C.F. NO. 2010021440
O.C.C.B.C.T.

CALLLED 116.155 AC.
CHARLES B. ROBERTSON III, et al
C.C.F. NO. 2018029439
O.C.C.B.C.T.

COUNTY ROAD 34
(Vol. 128, PG. 220 COMM. COURT REC.)

F. M. HIGHWAY 521
(Vol. 128, PG. 201 COMM. COURT REC.)

8.35 ACRES
CONTAMINATION TRACT
AS DESIGNATED
BY ESE PARTNERS

2.00 ACRES
CEMETERY TRACT
AS DESIGNATED
BY ESE PARTNERS

EXHIBIT
OF
DEVELOPMENT AGREEMENT MAP
BEING
879.94 ACRES
OUT OF THE
SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
GEORGE ROBINSON LEAGUE, ABSTRACT 126
J. W. CLOUD SURVEY, ABSTRACT 169
BRAZORIA COUNTY, TEXAS
MAY 2022



Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

Item 14.

**DIRECTOR
LOTS**
±2.2 Ac.

MU-2
±31.0 Ac.

LAKE/DETENTION
±12.3 Ac.

ARK
Ac.

**DIRECTOR
LOTS**
±2.3 Ac.

MU-1
±17.3 Ac.

Brazosport Water
Authority

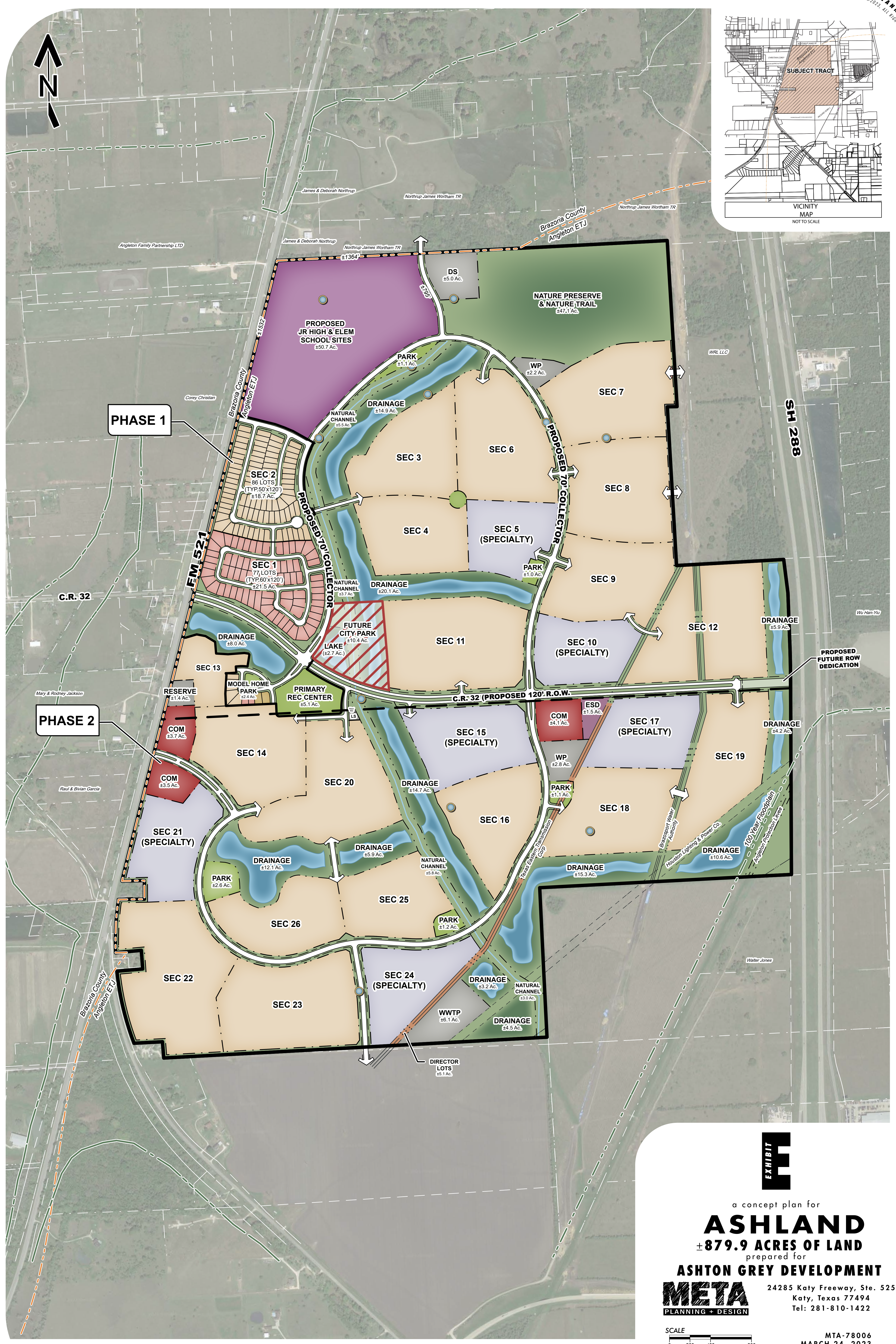
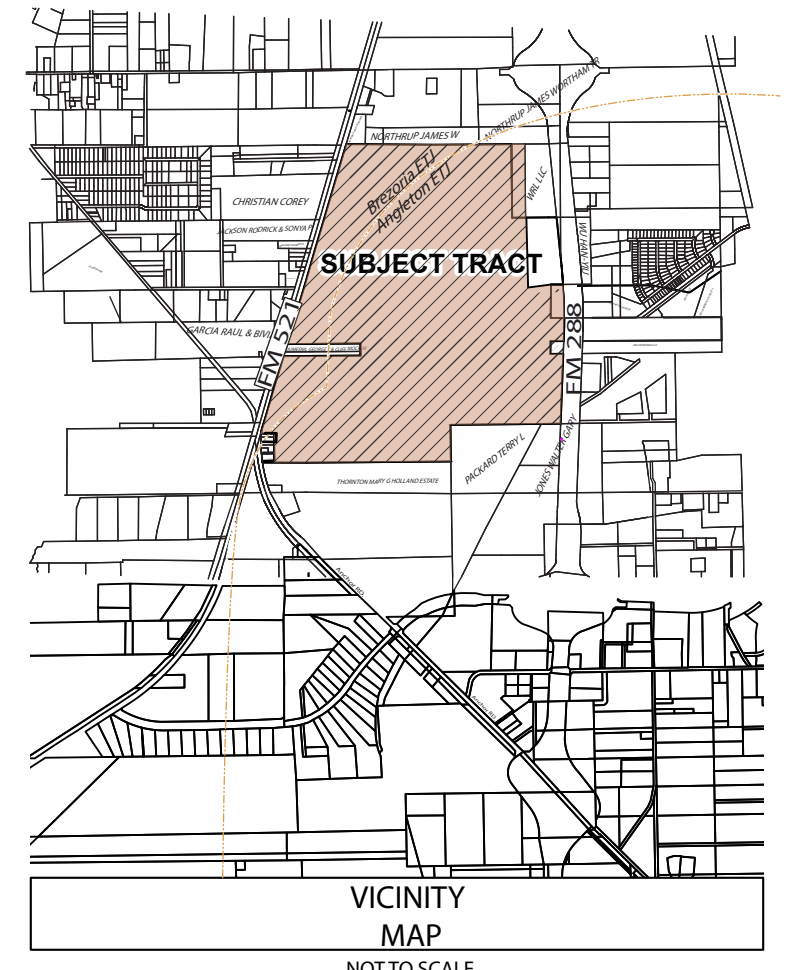
Houston Lighting & Power Co.

MU-3
±13.5 Ac.

100 Year Floodplain
Angleton Protection Levee

204

Easement



PHASE 1

PHASE 2

FUTURE CITY PARK
±10.4 GROSS ACREAGE

EXHIBIT E

a concept plan for
ASHLAND
± 879.9 ACRES OF LAND

prepared for
ASHTON GREY DEVELOPMENT

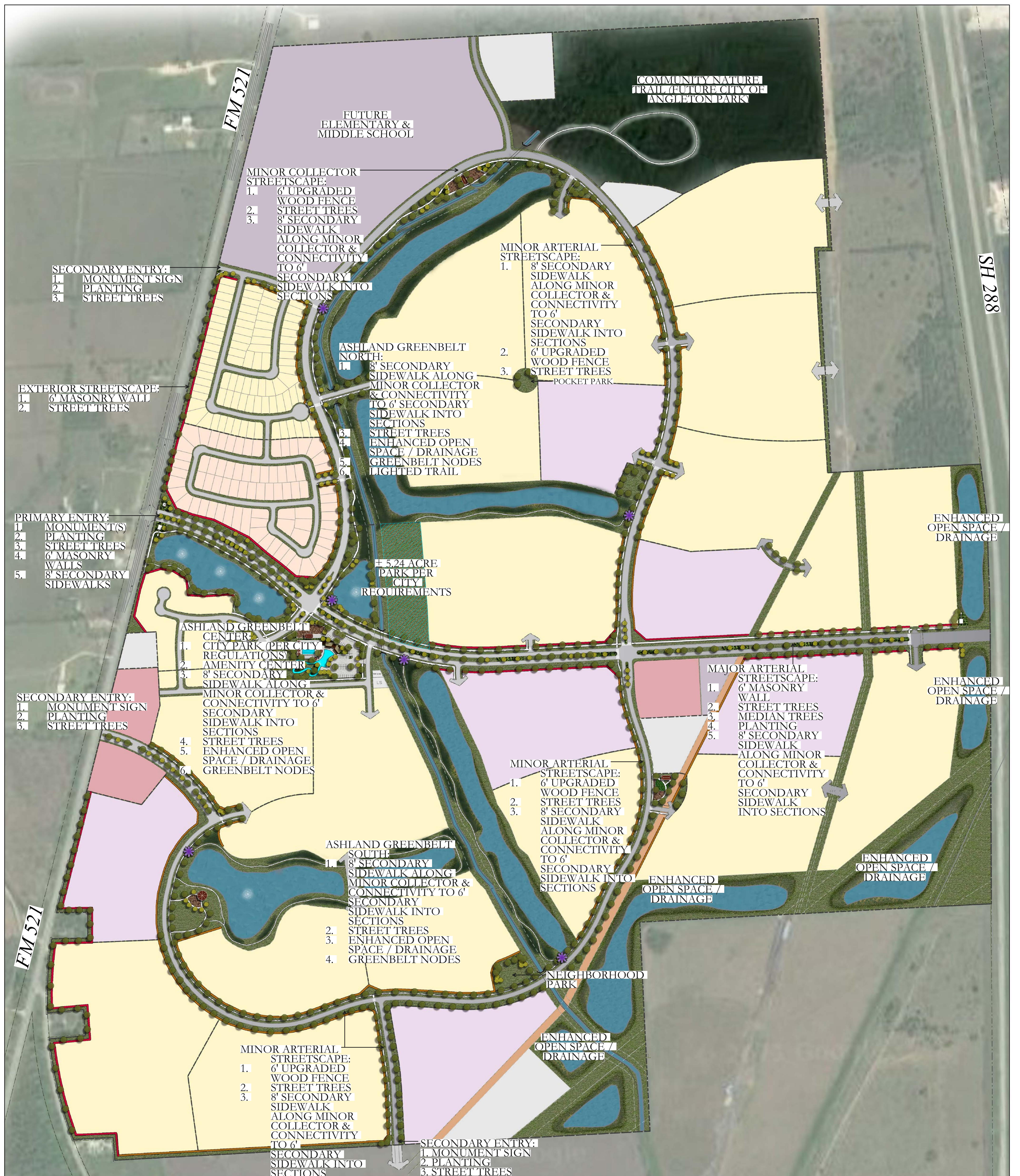


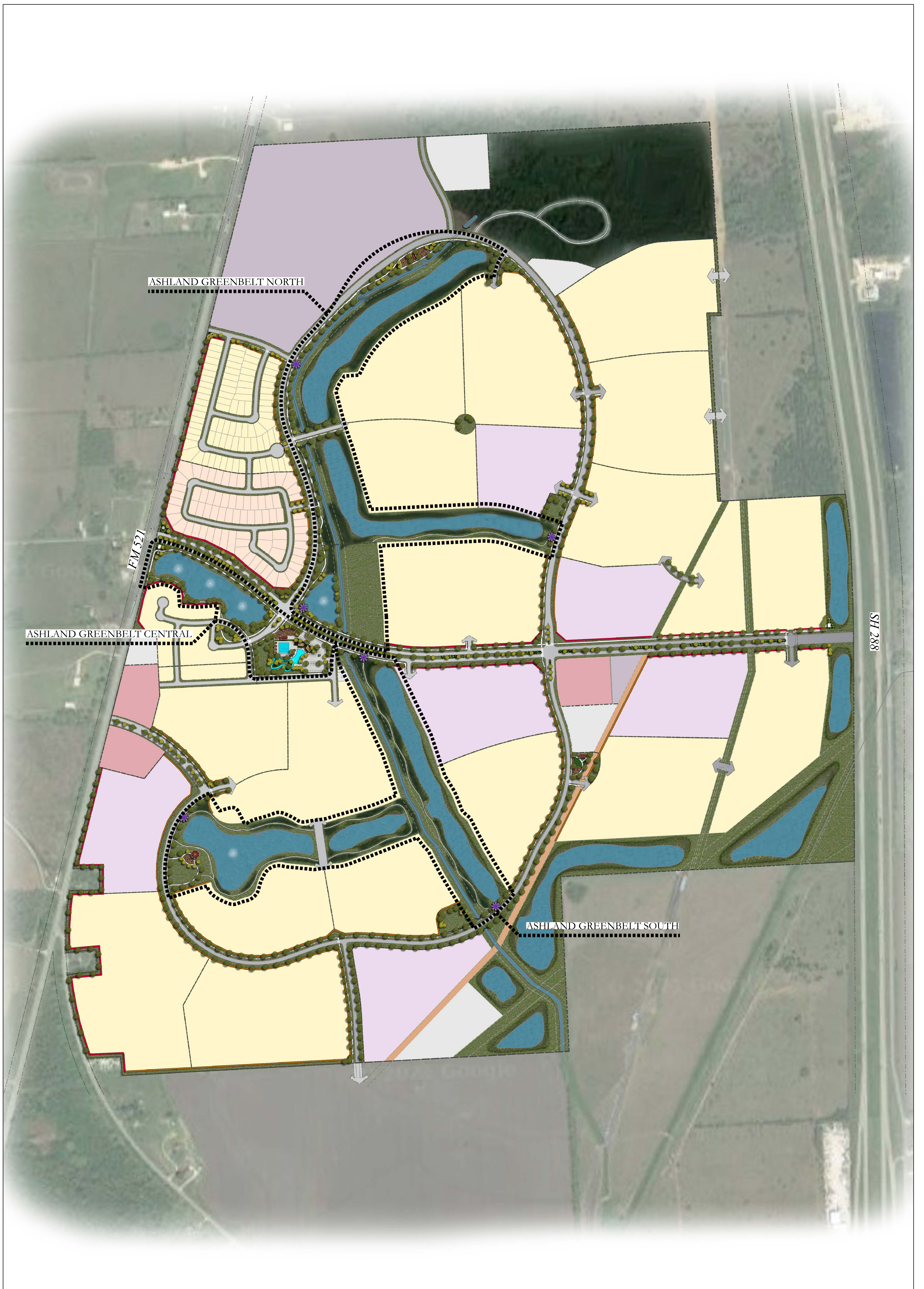
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 200 400 800

MTA-78006
MARCH 24, 2023

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.

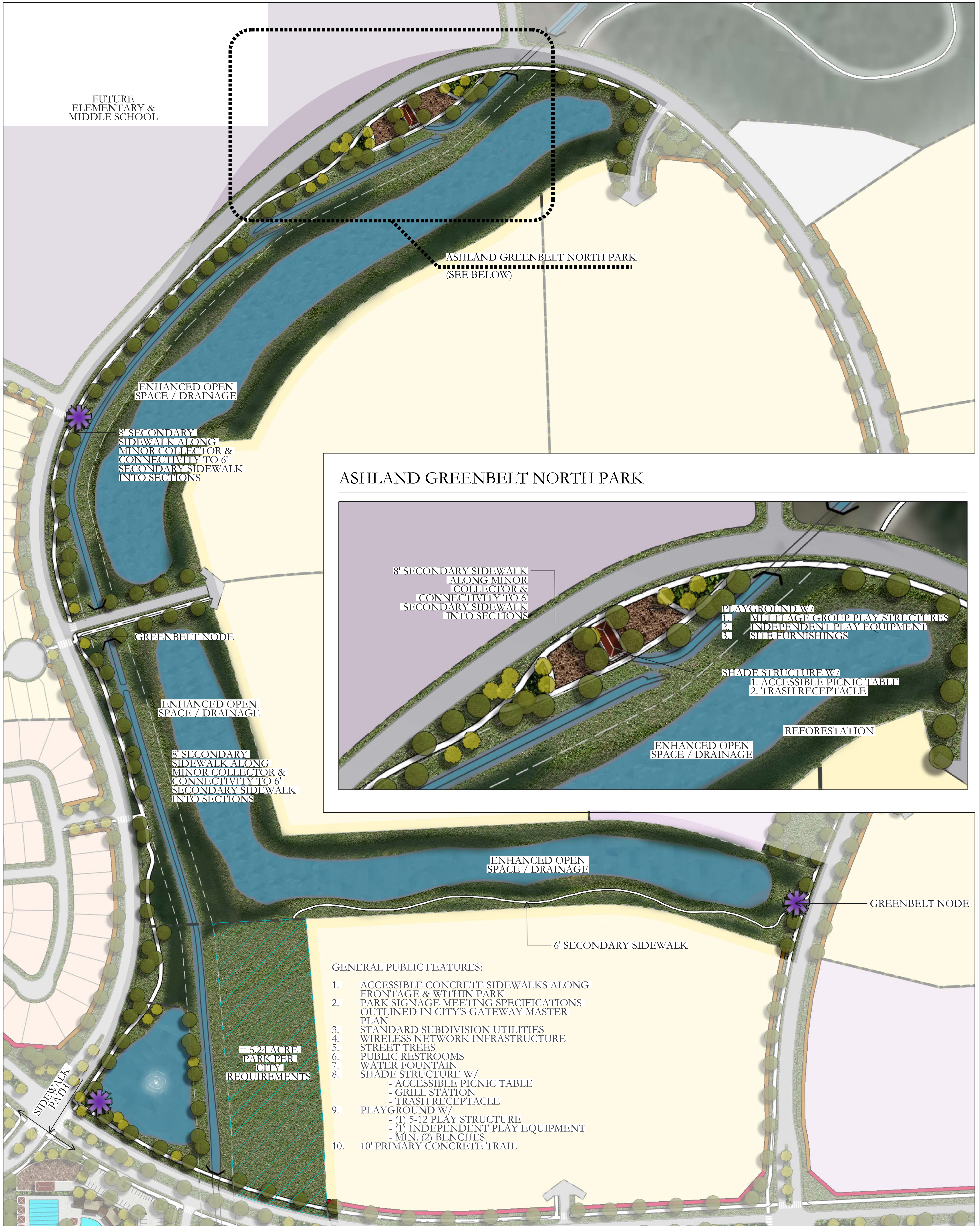




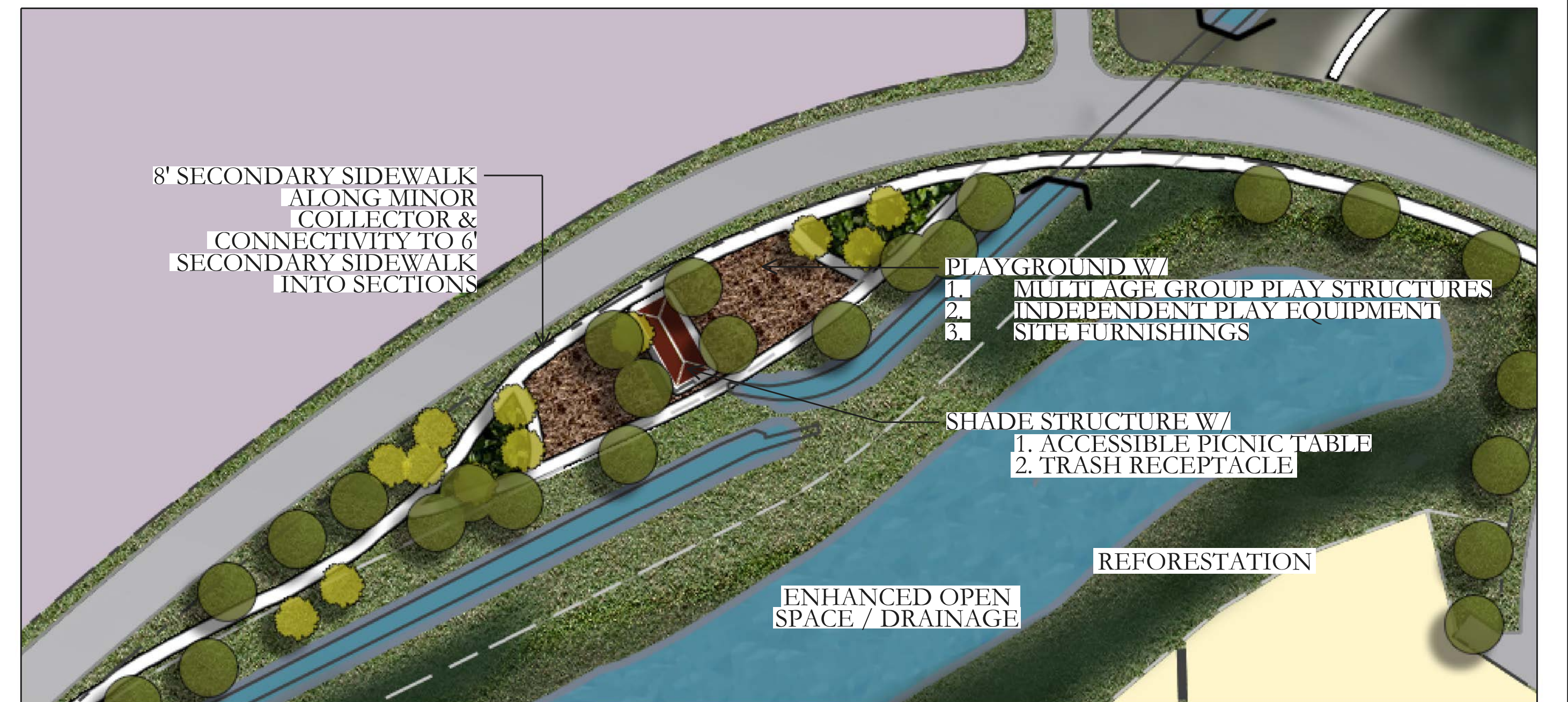
ASHLAND GREENBELT NORTH

- FEATURES**
1. CONNECTED PARK LAND
 2. 8' SECONDARY SIDEWALK ALONG MINOR COLLECTOR & CONNECTIVITY TO 6' SECONDARY SIDEWALK INTO SECTIONS
 3. BENCH LOCATIONS (APPROXIMATELY 240 LINEAR FEET APART ALONG TRAIL)

- GREENBELT NODE**
- MIN. 400 SQ. FT. PATIO SPACE
 - SHADE STRUCTURE
 - TRASH RECEPTACLE
 - BENCH



ASHLAND GREENBELT NORTH PARK



GENERAL PUBLIC FEATURES:

1. ACCESSIBLE CONCRETE SIDEWALKS ALONG FRONTAGE & WITHIN PARK
2. PARK SIGNAGE MEETING SPECIFICATIONS OUTLINED IN CITY'S GATEWAY MASTER PLAN
3. STANDARD SUBDIVISION UTILITIES
4. WIRELESS NETWORK INFRASTRUCTURE
5. STREET TREES
6. PUBLIC RESTROOMS
7. WATER FOUNTAIN
8. SHADE STRUCTURE W/
- ACCESSIBLE PICNIC TABLE
- GRILL STATION
- TRASH RECEPTACLE
9. PLAYGROUND W/
- (1) 5-12 PLAY STRUCTURE
- (1) INDEPENDENT PLAY EQUIPMENT
- MIN. (2) BENCHES
10. 10' PRIMARY CONCRETE TRAIL

* PUBLIC RESTROOMS AND LIGHTING NOT SHOWN GRAPHICALLY

ASHLAND GREENBELT CENTRAL

FEATURES

1. CONNECTED PARK LAND
2. 8' SECONDARY SIDEWALK ALONG MINOR COLLECTOR & CONNECTIVITY TO 6' SECONDARY SIDEWALK INTO SECTIONS
3. BENCH LOCATIONS (APPROXIMATELY 500 LINEAR FEET APART ALONG TRAIL)



ASHLAND REC. CENTER

ASHLAND REC. CENTER FEATURES:

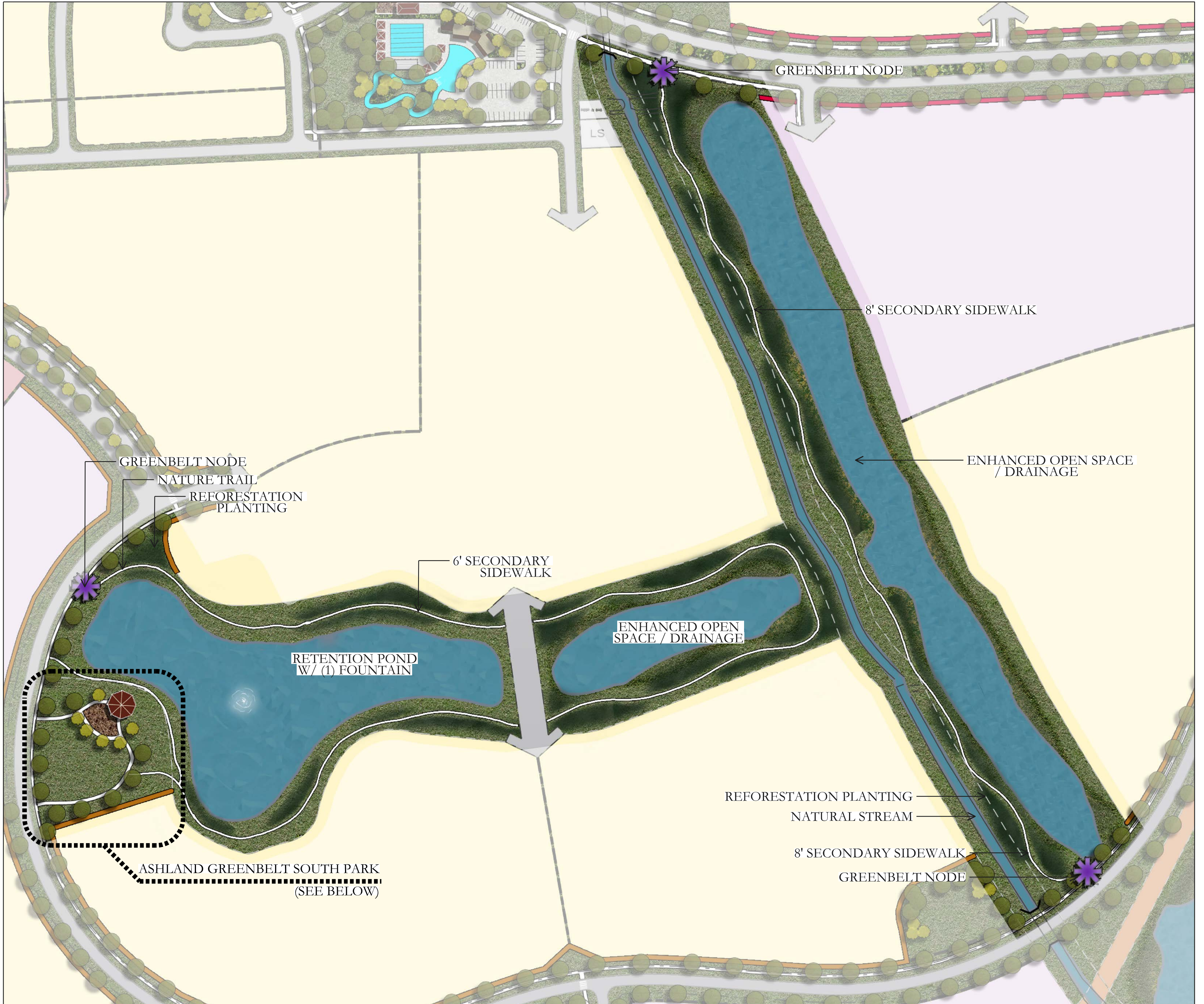
1. PARKING LOT ACCESS
2. AMENITY CENTER W/ PUBLIC & PRIVATE RESTROOMS
3. JUNIOR OLYMPIC SWIMMING POOL
4. RESORT STYLE POOL W/ LAZY RIVER
5. GRAND STANDS
6. SHADE ELEMENTS
7. LANDSCAPING
8. SHADE STRUCTURE W/
 - ACCESSIBLE PICNIC TABLE
 - TRASH RECEPTACLE
9. PLAYGROUND W/
 - (1) 5-12 PLAY STRUCTURE
 - (1) INDEPENDENT PLAY EQUIPMENT
 - MIN. (2) BENCHES



ASHLAND GREENBELT SOUTH

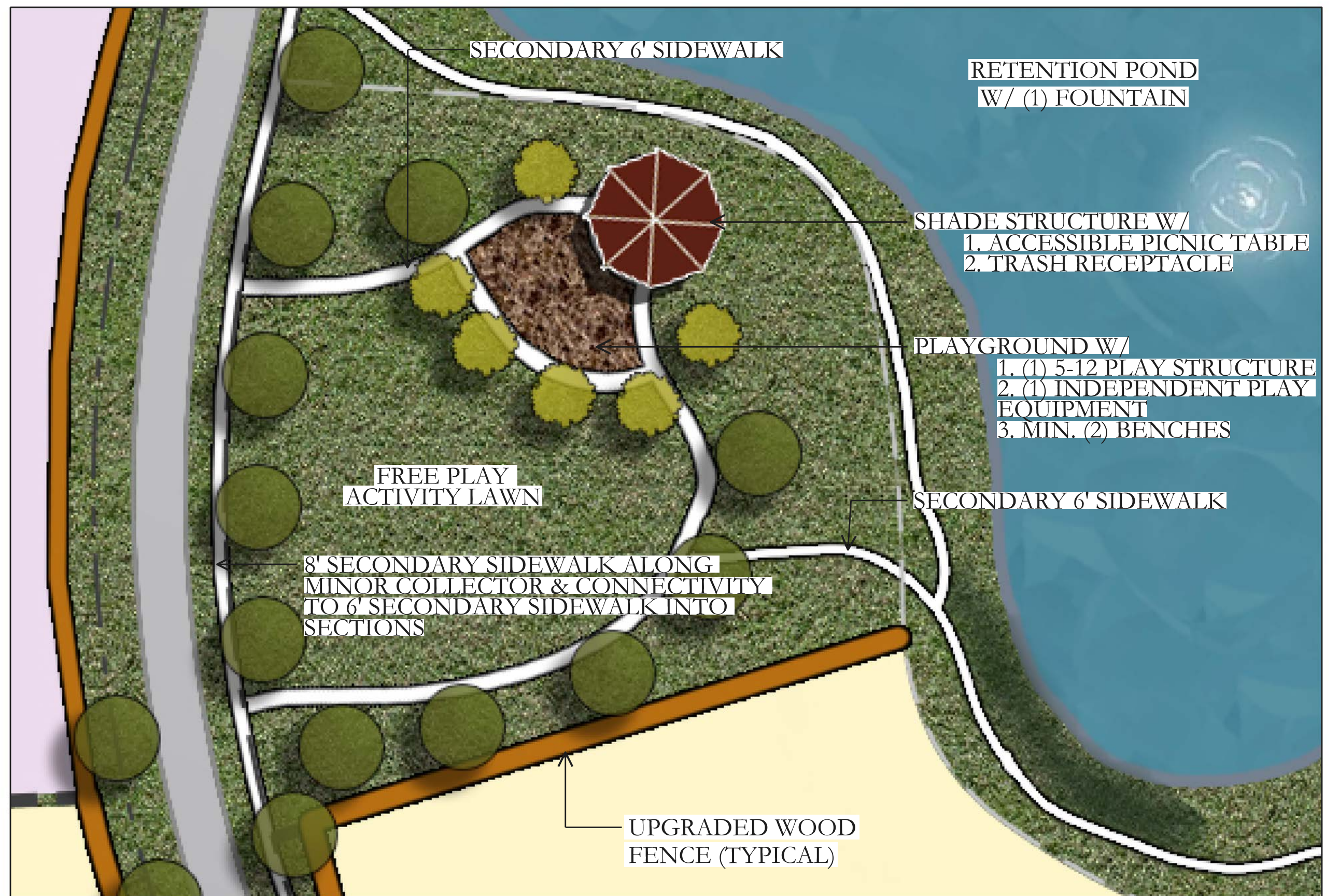
- FEATURES**
1. CONNECTED PARK LAND
 2. 8' SECONDARY SIDEWALK & CONNECTIVITY TO 6' SECONDARY SIDEWALK
 3. BENCH LOCATIONS (APPROXIMATELY 370 LINEAR FEET APART ALONG TRAIL)

- GREENBELT NODE**
- MIN. 400 SQ. FT. PATIO SPACE
 - SHADE STRUCTURE
 - TRASH RECEPTACLE
 - BENCH



ASHLAND GREENBELT SOUTH PARK

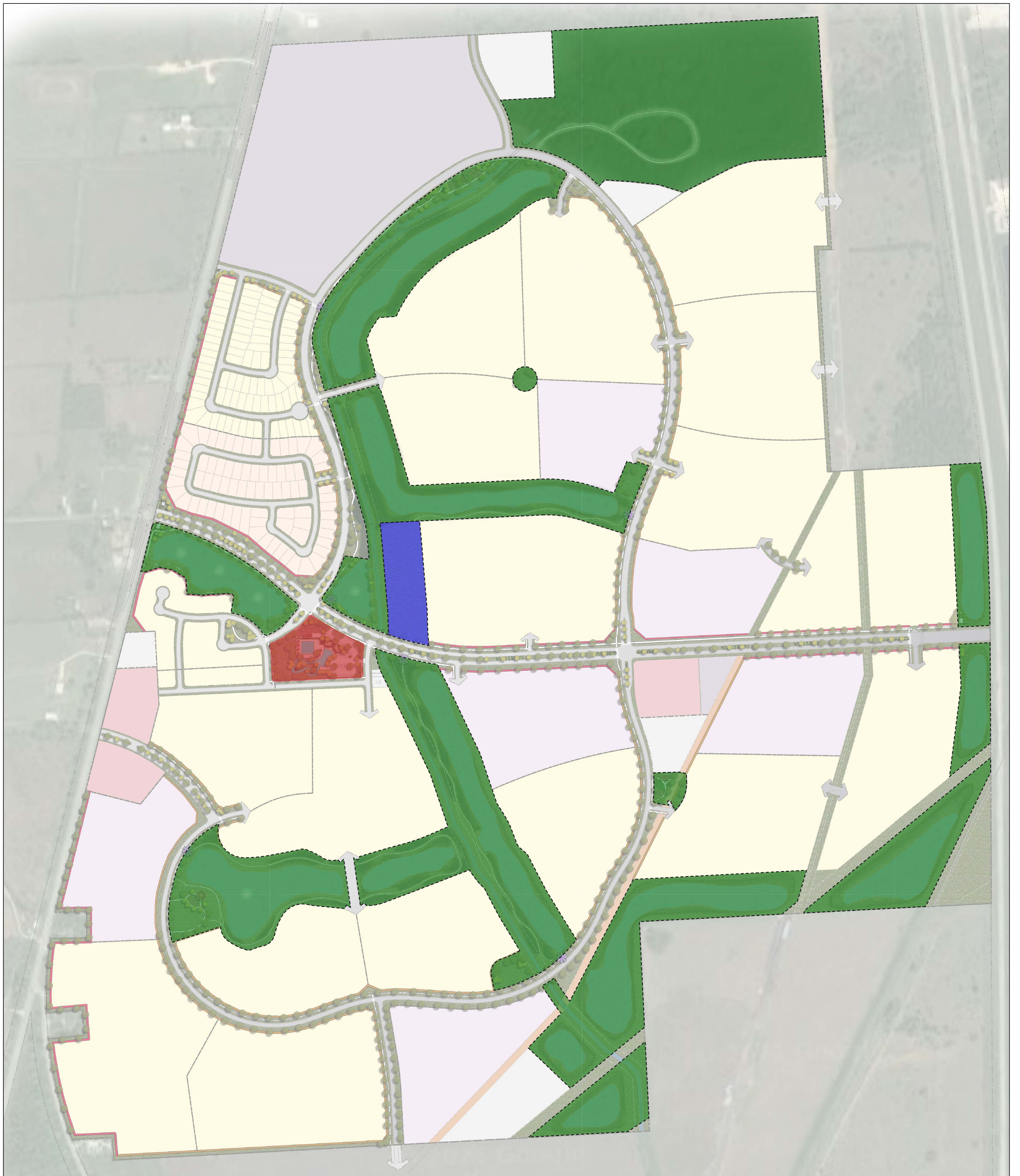
- FEATURES**
1. CONNECTED PARK LAND
 2. 8' SECONDARY SIDEWALK ALONG MINOR COLLECTOR & CONNECTIVITY TO 6' SECONDARY SIDEWALK INTO SECTIONS
 3. BENCH LOCATIONS (APPROXIMATELY 240 LINEAR FEET APART ALONG TRAIL)





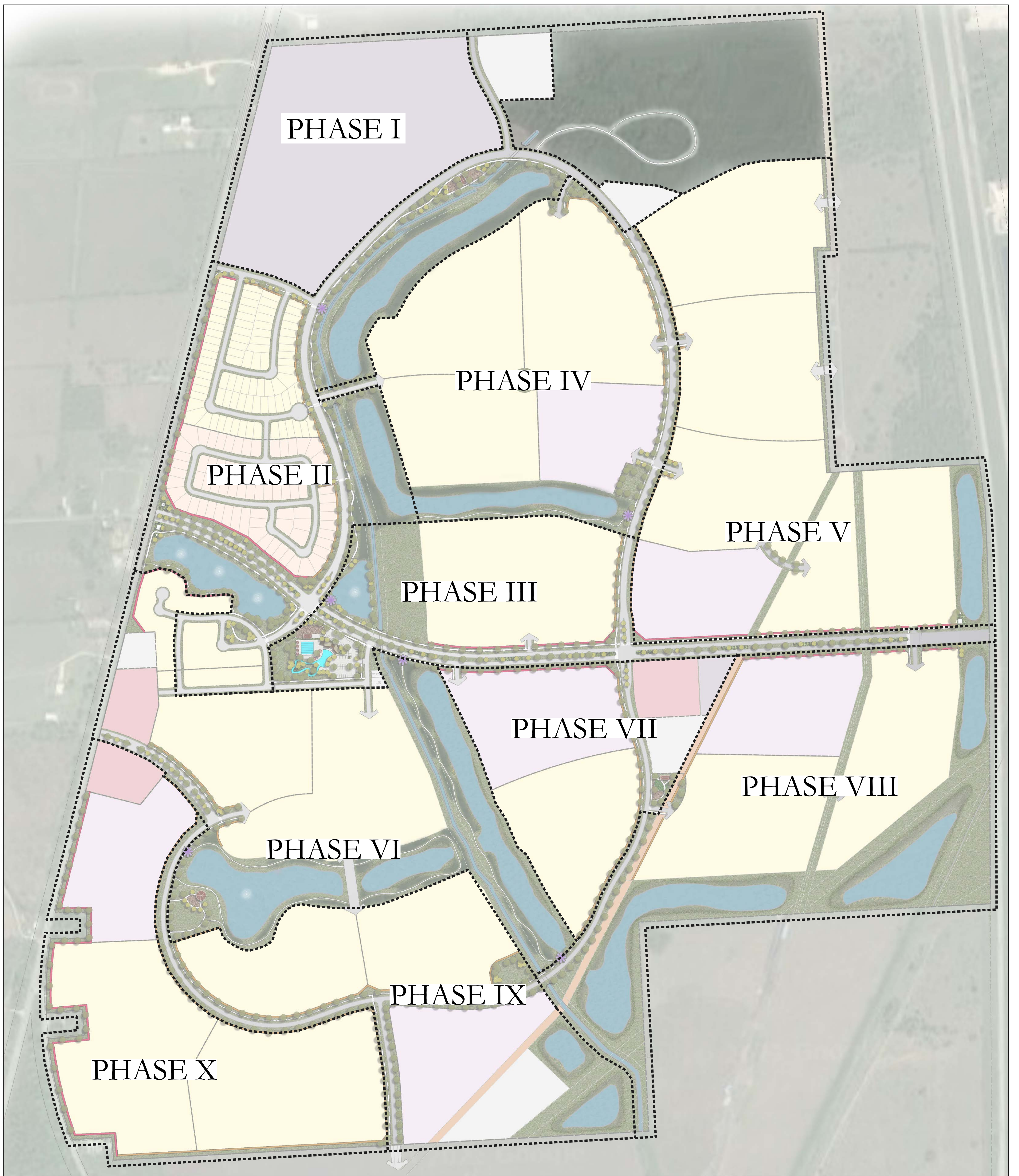
SECONDARY PARK TRAIL LEGEND:

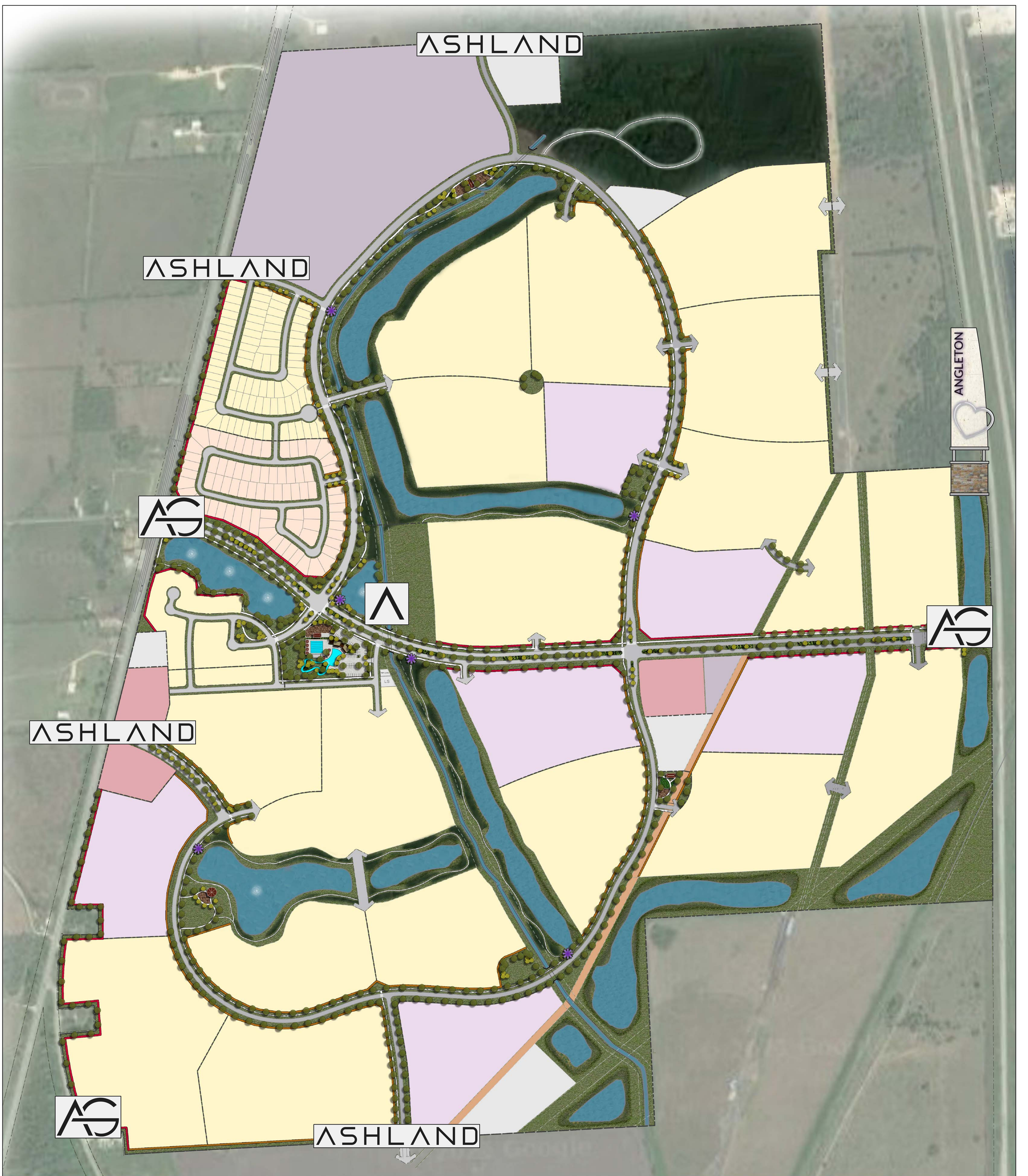
- - - - - 25,413 LINEAR FEET OF 8' 0" SECONDARY PARK SIDEWALKS
 (4.81 MILES)
- - - - - 11,930 LINEAR FEET OF 6' 0" SECONDARY PARK SIDEWALKS
 (2.26 MILES)







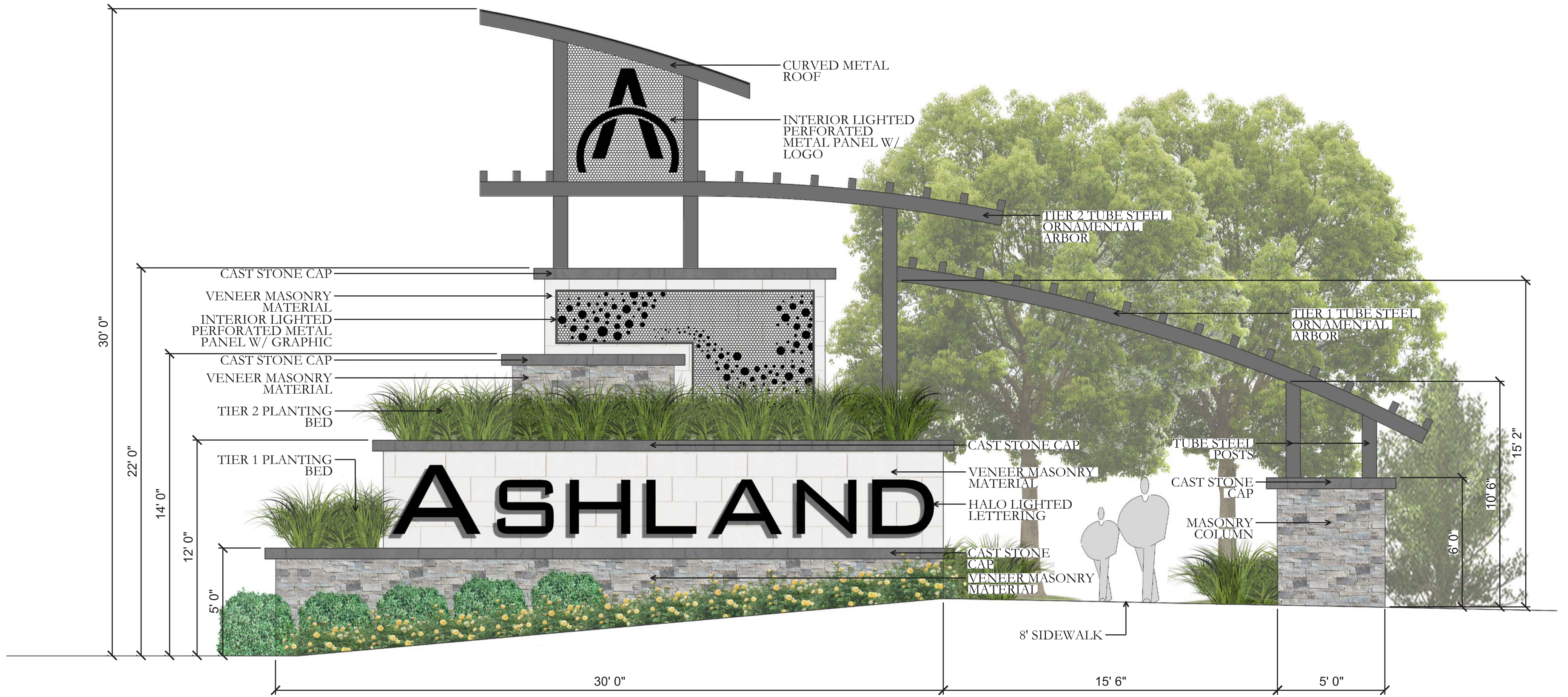
PARK AREA MAP LEGEND:

- (±5.10 ACRE) PRIVATE PARK/AMENITY CENTER SITE
- (±5.24 ACRE) CITY OF ANGLETON PUBLIC PARK
- (±189.30 ACRE) MUNICIPAL UTILITY DISTRICT (MUD) PARKLAND/GREENSPACE





SIGN LEGEND:	
	— ASHLAND PRIMARY ENTRY MONUMENT SIGNS
	— ASHLAND SECONDARY ENTRY MONUMENT SIGNS
	— ASHLAND PARK MONUMENT SIGN
	— ANGLETON GATEWAY PRIMARY SIGNAGE



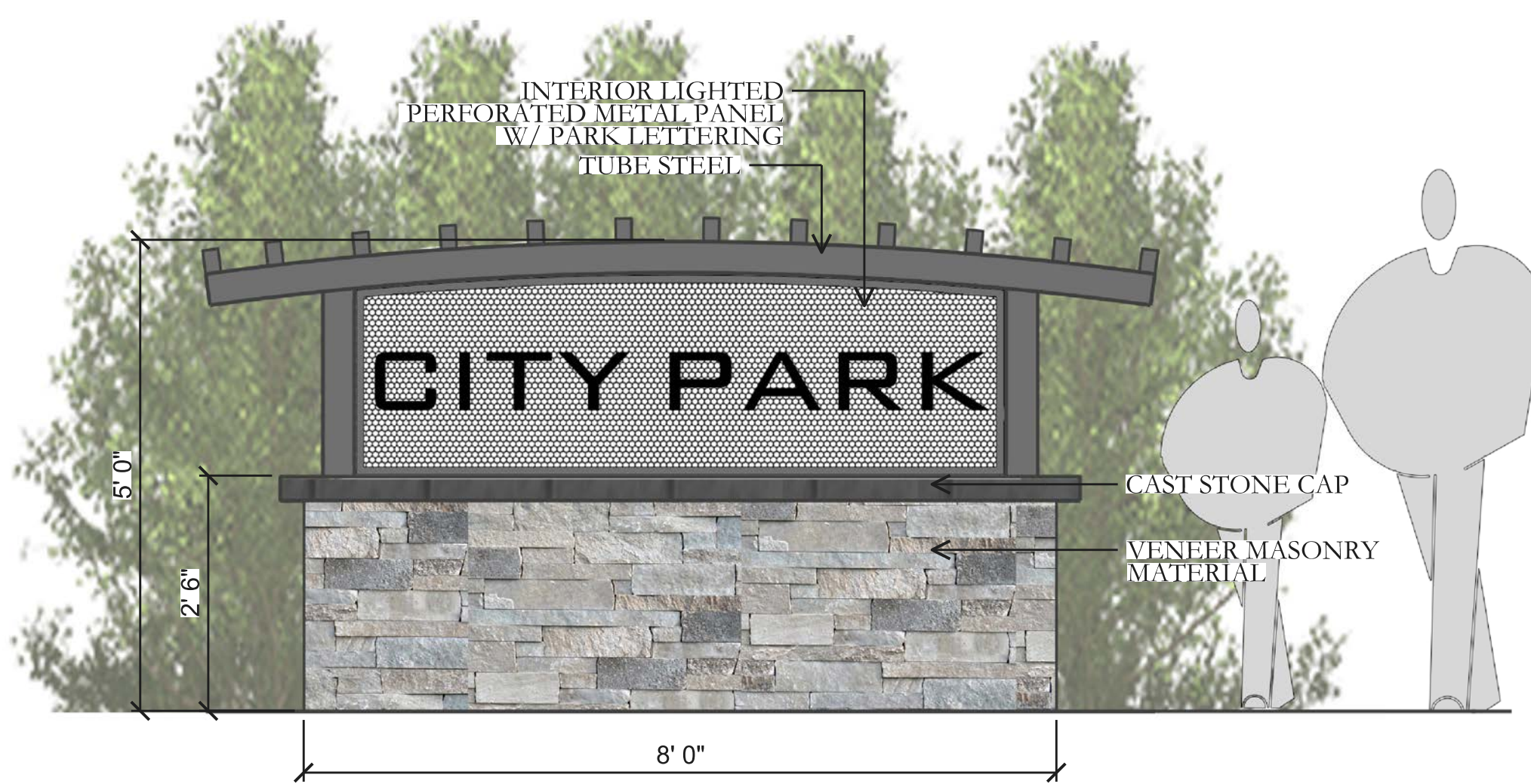
1 PRIMARY ENTRY MONUMENT
GRAPHIC IMAGE

SIGN EXHIBIT SYMBOL



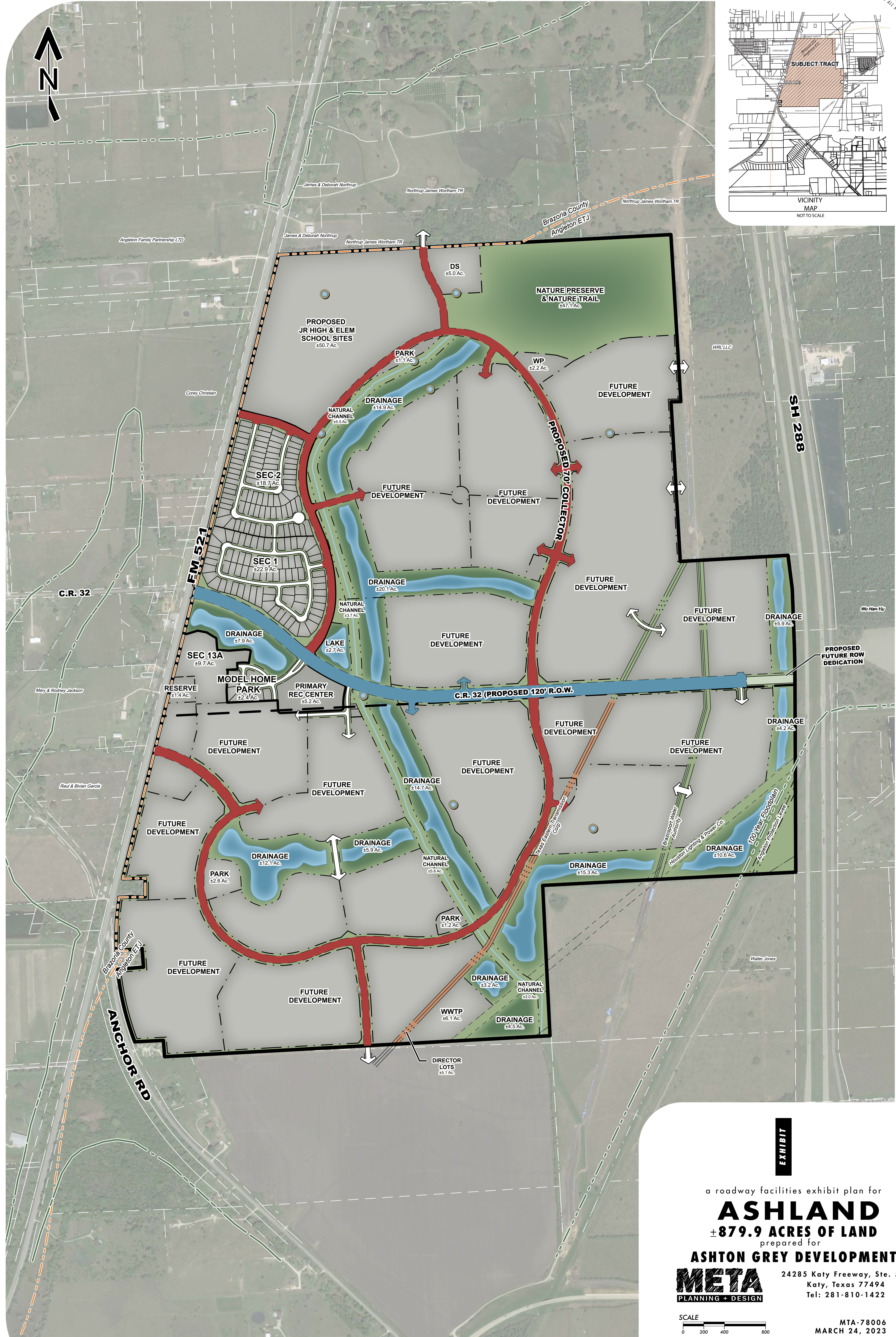
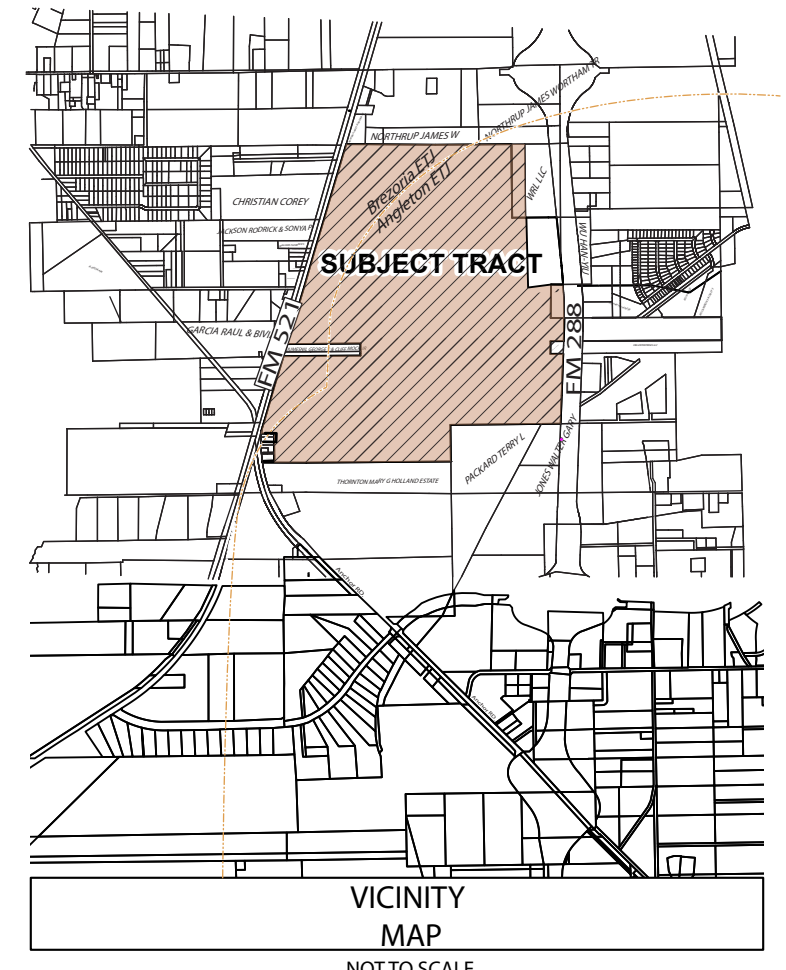
2 SECONDARY ENTRY MONUMENT
GRAPHIC IMAGE

SIGN EXHIBIT SYMBOL



3 PARK MONUMENT
GRAPHIC IMAGE

SIGN EXHIBIT SYMBOL



LEGEND

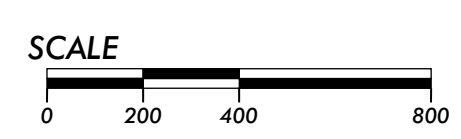
- COLLECTOR
- MAJOR THOROUGHFARE

EXHIBIT

a roadway facilities exhibit plan for
ASHLAND
 ± 879.9 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT

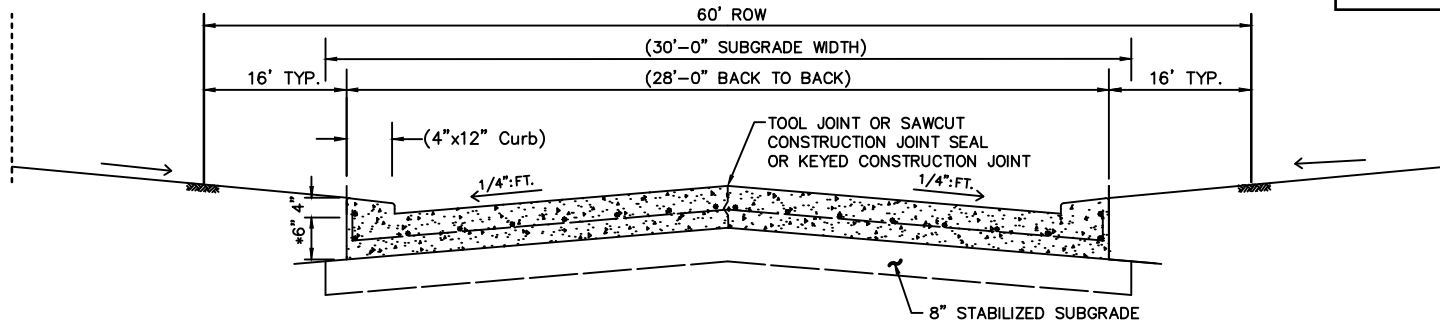


24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422



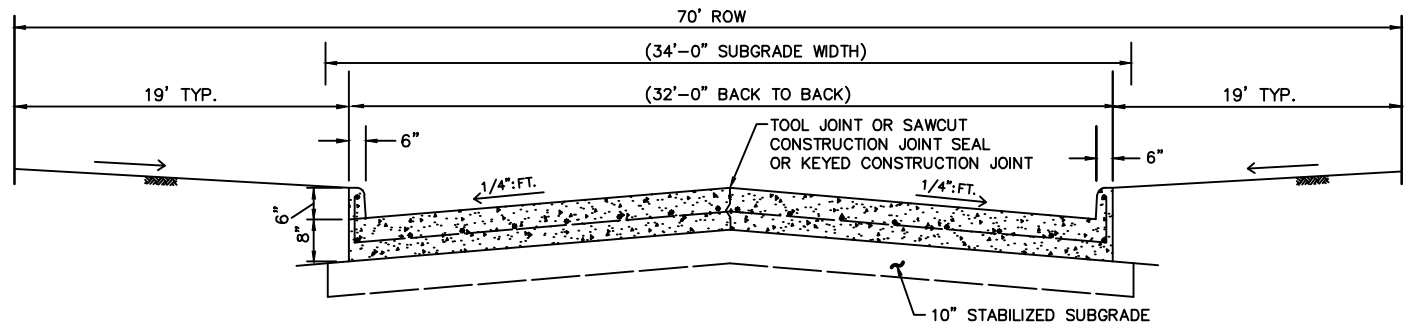
MTA-78006
 MARCH 24, 2023

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.



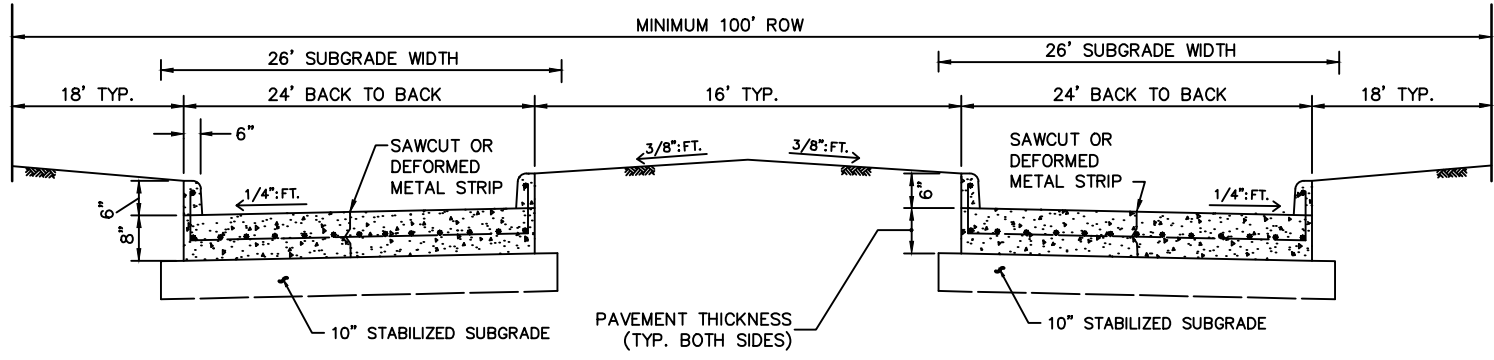
LOCAL STREETS (CITY) / RESIDENTIAL LOCAL STREETS (COUNTY)
N.T.S.

*Meets or exceeds City of Angleton Standards
To be maintained by MUD*



MAJOR COLLECTOR STREETS
N.T.S.

*Meets or exceeds Brazoria County Standards
To be maintained by MUD*



MINOR ARTERIAL STREETS
N.T.S.

*Meets or exceeds Brazoria County Standards
To be maintained by Brazoria County*

NOTES:

1. Open Space Amenity Plan Will Specify Sidewalk and Trail Layout Throughout The Development.
2. Pavement Mix Designs Shall Meet Compressive Strength Requirements of 4000 psi at 28 days.

* As Per Geotech Report dated June 6th 2022 by Tolunay Wang.
Reference City of Angleton code, section 23-124 A3.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF ANGLETON AND
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 82

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

This Strategic Partnership Agreement (“Agreement”) is made and entered into by and between the City of Angleton, Texas, acting by and through its duly authorized City Council (“City”), and Brazoria County Municipal Utility District No. 82, acting by and through its duly authorized Board of Directors (“District”) under the authority of Section 43.0751 of the Texas Local Government Code (“Local Government Code”).

RECITALS

1. The District is a municipal utility district created by Article XVI, Section 59, Texas Constitution and generally operates under Chapters 49 and 54 of the Texas Water Code. A portion of the land to be included in the District is within the extra-territorial jurisdiction of the City, and a portion of the land to be included in the District is within the unincorporated area of Brazoria County, Texas.
2. The City is a home rule municipality organized and existing under the constitution and laws of the State of Texas.
3. The City and District are entering into this Strategic Partnership Agreement in accordance with Texas Local Government Code Section 43.0751 to plan for the future full – purpose annexation of the District by the City upon mutually acceptable terms.
4. The District conducted public hearings regarding this Agreement on _____, 2022, and on _____, 2022, and notice thereof having been given in accordance with the procedural requirements of Texas Local Government Code Section 43.0751.
5. The City conducted public hearings regarding this Agreement on _____, and on _____, in the City Council Chambers of the City Hall located at 121 S. Velasco Street in Angleton, Texas, notice thereof having been given in accordance with Texas Local Government Code Section 43.0751.
6. The District has, by formal action, after public hearings approved this Agreement on _____, in open session at a meeting held in accordance with the Open Meetings Act.
7. The City has, by formal action, after public hearings approved this Agreement on _____, in open session at a meeting held in accordance with the Open Meetings Act.
8. All procedural requirements imposed by state law for the adoption of this Agreement have been met.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

Section 1.01 Incorporation of Recitals.

The recitals to this Agreement are hereby agreed to and adopted by the Parties as findings of fact and are incorporated herein for all purposes.

Section 1.02 Terms Defined in this Agreement.

In this Agreement, each of the following terms shall have the meaning indicated:

- a. “Agreement” means this Strategic Partnership Agreement between the City of Angleton and Brazoria County Municipal Utility District No. 82.
- b. “City” means the City of Angleton, Texas.
- c. “Code” or “the Code” means the provisions of Chapter 43 of the Texas Local Government Code in effect on January 1, 2021.
- d. “Consent Conditions” means those conditions relative to the operation of the District contained in City Ordinance No. _____ dated _____, 2022.
- e. “District” means Brazoria County Municipal Utility District No. 82 in Brazoria County, Texas.
- f. “District Boundaries” means the boundaries of the District as they currently exist, including property heretofore annexed, as well as property that may hereafter be annexed by the District with the City's consent, such current boundaries being more particularly described in **Exhibit “A”** and depicted on **Exhibit “B”** attached to this Agreement.
- g. “District Facilities” means the water, wastewater, drainage, detention, recreational and road facilities, as well as such additional facilities which the District may now or in the future be authorized by law to construct, own, operate and maintain, which are necessary to serve development within the boundaries of the District, including those necessary facilities located outside the boundaries of the District.
- h. “Full Purpose Annexation Conversion Date” means the date on which the territory of the District becomes subject to the full jurisdiction of the City of Conroe.
- i. “Limited District” or “limited district” means the District after it is converted to a limited District pursuant to Section 3.02 below. For the avoidance of doubt, the conversion of the District into a Limited District as provided herein is a full purpose annexation.
- j. “Notice” means any formal notice or communication required or authorized to be given by one Party to another by this Agreement.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

- k. “Parties” means the City and the District.
- l. “Party” means the City, or the District, as the case may be.
- m. “Period of Limited Purpose Annexation” means that period commencing on the effective date of the limited purpose annexation of the District, and ending upon the Full Purpose Annexation Conversion Date.
- n. “Utility Facilities” means the water and wastewater facilities necessary to serve development within the District Boundaries.
- o. “75% Developed” means that (i) 75% of the total projected number of residential lots at full build out within the District have been developed and delivered to homebuilders for home construction, and (ii) 75% of the commercial tracts within the District have been developed and conveyed to their respective end users.
- p. “95% Build Out” means that the District Facilities necessary to serve 95% of the developable land in the District have been constructed and the District has fully reimbursed the Developer, whether one or more, for such infrastructure.
- q. “100% Build Out” means that the District Facilities necessary to serve 100% of the developable land in the District have been constructed and the District has fully reimbursed the Developer, whether one or more, for such infrastructure.

Section 1.03 Purpose of the Agreement.

The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of the annexation of the District by the City and the relationship between the City and the District, including taxation and the provision of services by the City and matters related to the issuance of debt by the District.

Section 1.04 General Location and Description of the District.

The District is a municipal utility district created by Acts 2021, 87th Leg., R.S., Ch. 113 (S.B. 2147), Sec. 1, effective May 23, 2021 and generally operates under Chapters 49 and 54 of the Texas Water Code. A portion of the land to be included in the District is within the extra-territorial jurisdiction of the City, and a portion of the land to be included in the District is within the unincorporated area of Brazoria County, Texas. Its current boundaries are described by metes and bounds in Exhibit “A” and depicted in Exhibit “B” attached to this Agreement.

Section 1.05 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, this Agreement becomes effective on the date of adoption by the City. Upon adoption, the Agreement shall be filed by the City in the Real Property Records of Brazoria County, Texas.

ARTICLE II **ANNEXATION PROVISIONS**

Section 2.01 Annexation Procedure.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

- a. Pursuant to Section 43.0751(s) of the Code the City and the District have agreed that the annexation procedure established by this Agreement shall control over any other law and shall be the exclusive procedure applicable to the annexation of the District. The procedure established by this section shall apply to both limited purpose and full purpose annexation unless otherwise expressly provided.
- b. The City shall annex the District by ordinance. Notice of a proposed annexation shall be given by City to the governing body of the District in writing not less than 90 days prior to the effective date of a proposed limited purpose annexation and not later than June 30 of any year prior to the year in which the proposed full purpose annexation will become effective. In addition the City shall conduct two public hearings on the proposed annexation. The hearings must be conducted on or after the 40th day but before the 20th day before the adoption of the annexation ordinance. Notice of the public hearings shall be published in a newspaper of general circulation within the boundaries of the City and the District. Notice of the hearings must be published at least once on or after the 20th day but before the 10th day before the date of each public hearing. A single publication giving notice of both public hearings is sufficient provided that the date of publication falls within the notice period applicable to each hearing. Notice of the hearings must also be posted on the City's Internet website not later than the 10th day before the first public hearing and such notice must remain on the website through the completion of both public hearings. No additional notice of annexation shall be required. The notice and hearing requirements of this paragraph do not limit or qualify the District's consent to annexation as provided by this Agreement and the City shall not be required to obtain the additional consent of any other party.
- c. A limited purpose annexation ordinance may designate a date on which the status of the territory shall automatically be converted to full – purpose annexation, or the ordinance may provide for the continuation of the limited purpose annexation status for an indefinite period. A service plan is not required for a limited purpose annexation.
- d. If a limited purpose annexation ordinance provides for conversion to full – purpose annexation on a date certain, then at least ninety (90) days prior to the conversion date the City shall submit to the governing body of the District a proposed service plan for the delivery of full municipal services to the District following its conversion to full purpose annexation status. The service plan shall be adopted by ordinance prior to the conversion date. The notice and public hearing procedures applicable to the adoption of the annexation ordinance shall also be applicable to the adoption of the service plan ordinance. A copy of the proposed service plan shall be placed on the City's website at the same time that notice of the public hearing on the plan is posted on the website. Failure to timely adopt the service plan does not prevent conversion to full – purpose annexation but the date of conversion shall be automatically extended to the date that is thirty (30) days following the date of adoption of the service plan ordinance.
- e. If a limited purpose annexation ordinance does not specify a full – purpose annexation conversion date then prior to the adoption of a full purpose annexation ordinance the City shall comply with notice and hearing provisions of this section and shall include a proposed service plan with the written notice provided to the governing body of the District prior to publication of the public hearing notice or notices. A copy of the proposed service plan shall be posted on the City's website at the same time as the public hearing notice and the service plan will be presented at the public hearings.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

Section 2.02 Limited Purpose Annexation.

- a. The City may at any time annex the territory of the District for limited purposes as provided by Section 43.0751 of the Code and may by ordinance impose within the District any sales and use tax imposed by City within its full – purpose boundaries. The territory of the District shall not be subject to property taxation by the City prior to the date of full – purpose annexation and except as provided by the District Consent Conditions or otherwise provided herein, the territory of the District shall not be subject to ordinances, rules, or regulations of the City that are not ordinarily applied within the extraterritorial jurisdiction of the City, nor shall the City be required to provide any service within the District that is not ordinarily provided by City within the City’s extraterritorial jurisdiction.
- b. From and after the date of limited purpose annexation the residents of the District shall be entitled to vote in municipal elections as provided in Section 43.130 of the Code and such residents shall be entitled to use the park and recreational facilities of the City on the same basis as residents within the full purpose annexation limits of the City.
- c. District territory that is located within the extraterritorial jurisdiction of the City need not be contiguous to City in order to be annexed for limited purposes and the District expressly consents to such discontinuous limited purpose annexation as authorized by Section 43.0751(r) of the Code. To the extent not prohibited by law such consent also extends to the full purpose annexation of the discontinuous territory on a full – purpose annexation conversion date specified in the limited purpose annexation ordinance or by a separate full – purpose annexation ordinance if no automatic conversion date is established by the limited purpose annexation ordinance.
- d. The City shall pay to the District an amount equal to 50% of the Sales and Use Tax revenues that are reported on the monthly sales tax report provided by the Texas Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation. The City shall deliver the District’s portion of the Sales and Use Tax revenues to the District within 30 days of the City’s receipt of the sales report from the Comptroller. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District’s portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller containing only the contents of the sales tax report relating to retail sales and retailers in the District within 30 days of the City’s receipt of the sales tax report.

Section 2.03 Full – Purpose Annexation.

- a. Except as provided by 2.03(b), the District consents to full purpose annexation of the District by the City at any time on or after (i) the time the District’s has achieved 95% Build Out, or (ii) _____, 20__, whichever occurs first, and City agrees not to annex the District for full

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

municipal purposes prior to such date. A Full Purpose Annexation Conversion Date specified in an ordinance providing for limited purpose annexation may not specify a Full Purpose Annexation Conversion Date earlier than the date provided by this paragraph.

- b. If the District is not at least 75% Developed as of the later of (i) _____, 204__, or (ii) two-hundred ten (210) days prior to the Full Purpose Annexation Conversion Date, the District's Board of Directors may elect to exercise a one-time (5) year extension of the date determined for full purpose annexation under Section 2.03(a) or the Full Purpose Annexation Conversion Date, as applicable. Written notice of an election pursuant to this section 2.03(b) shall be delivered to the City at least one hundred eighty (180) days prior to the date proposed for full purpose annexation.

Section 2.04 Service Plan for the Provision of Full Municipal Services.

- a. Prior to full-purpose annexation, the City shall prepare a service plan that provides for the extension of full municipal services to the territory of the District upon full – purpose annexation. The annexation service plan may provide for the conversion of the District to a limited district as hereinafter authorized and may provide for the continued operation and maintenance of all or a portion of the Utility Facilities by the limited district for so long as the limited district continues to exist; provided, however, that the annexation service plan shall provide for the conversion of the District to a Limited District if the District has not or will not have achieved 100% Build Out as of the Full Purpose Annexation Conversion Date, unless the City assumes all obligations of the District to complete the build-out of the District and to reimburse the District's developer(s). The service plan may also provide for the City to assume the responsibility for operation and maintenance of Utility Facilities in which case the City shall provide such utility services upon the same basis as they are provided by the City elsewhere in the municipality, but without obligating the City to the limited district for payment of capacity charges, capital recovery fees or any other consideration for the use or possession of such Utility Facilities. As consideration for the operation and maintenance of such Utility Facilities the service plan may provide that the City shall have and may retain all revenues resulting from the provision of service to customers of the utility system.
- b. The service plan shall be attached to and adopted by the full – purpose annexation ordinance unless full – purpose annexation occurs automatically on a conversion date established by a limited purpose annexation ordinance. In such case the service plan shall be adopted by separate ordinance as provided in Section 2.01(d) of this Agreement.

Section 2.05 Notice to Landowners.

The following notice, with appropriate modifications, shall be included in the notice to purchasers of real property in the District Information Form required to be recorded in the Real Property Records of Brazoria County, Texas, pursuant to Section 49.455 of the Texas Water Code:

All of the property within the boundaries of Brazoria County Municipal Utility District No. 82 (the "District"), as described in Exhibit A attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement ("SPA Agreement") between the District and the City of Angleton ("City"), which was effective on _____, 20___. The SPA Agreement allows full purpose municipal annexation of the District by the City at any time on or after the time after development in the District reaches 95% Build Out

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

(as that term is defined in the SPA Agreement) or _____, 20__ whichever occurs first, and permits limited purpose annexation of the District at any time. A copy of the SPA Agreement may be obtained by contacting the offices of the District.

Any land subsequently annexed into the District shall be included within District's notice obligation as set forth above.

ARTICLE III **STATUS OF DISTRICT FOLLOWING FULL – PURPOSE ANNEXATION**

Section 3.01 Status of the District following full – purpose annexation.

Upon full-purpose annexation the City may, subject to the limitation hereafter provided, (1) abolish the District and assume its debts and obligations pursuant to Local Government Code Section 43.075, or (2) continue the District as a limited district upon the terms hereinafter provided. The District shall not be abolished but shall continue to exist as a limited district until 100% Build Out or as otherwise provided in Section 3.04 below.

Section 3.02 Limited district option.

The City's full – purpose annexation ordinance may require that the District retain all obligation for any indebtedness of the District and continue to exist as a limited district for so long as may be necessary for the limited district to fully discharge all such indebtedness, including any landowner or developer reimbursement payments that the City would otherwise be obligated to pay upon annexation or dissolution of the District. The limited district shall continue to be known as "Brazoria County Municipal Utility District No. 82." The limited district shall continue until the City dissolves the District pursuant to Section 3.04 hereof. The limited district may not be dissolved without the consent of the City.

Section 3.03 Powers of limited district.

Subject to the express terms of this Agreement and the Consent Conditions, the limited district shall have and may continue to exercise all powers of the District in the same manner as authorized prior to the conversion of the District to a limited district, except none of the District Facilities may be transferred to another party without the consent of the City. The limited district is expressly authorized and required to levy and collect taxes sufficient to meet the outstanding debt service requirements for debt previously issued by the District and to pay necessary operating expenses associated therewith.

Section 3.04 Dissolution of Limited District.

The City may dissolve the limited district by ordinance at any time after 95% Build Out. Upon dissolution the city shall (1) take over all the property and other assets of the limited district, (2) assume all the debts, liabilities, and obligations of the limited district, and (3) perform all functions of the limited district, including the provision of services.

Section 3.05 Audit; Review of District Records.

The District, at its sole expense, shall conduct an annual audit each year to the extent required by the Texas Water Code and the rules of the Texas Commission on Environmental Quality to be performed by

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

an independent certified public accountant. The District shall file a copy of the completed audit with the City's Director of Finances. The District shall make its financial records available to the City for inspection during normal business hours and with prior reasonable notice.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01 Duplicate Counterparts.

This Agreement may be executed in duplicate counterparts but shall not be effective unless executed by the City and the District.

Section 4.02 Entire Agreement.

- a. Except as expressly set forth in this Agreement, this Agreement is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the District or the City, nor does it waive the jurisdiction or sovereignty of any governmental body with respect to the District or the City. Notwithstanding the foregoing, City may not adopt an ordinance or resolution annexing the District for full or limited purposes which contains terms inconsistent with this Agreement, unless this Agreement has been previously terminated as provided herein.
- b. As of this date there are no agreements, oral or written, between the Parties which are in conflict with this Agreement. Except as expressly provided by this Agreement, this Agreement, together with all of the attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. No representations or agreements other than those specifically included in this Agreement shall be binding on either the City or the District.

Section 4.03 Notice.

- a. It is contemplated that the Parties will contact each other concerning the subject matter of this Agreement. However, any Notice shall be given at the addresses below for each of the Parties.
- b. Notice may be given by:
 - i. delivering the Notice to the Party to be notified;
 - ii. by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or
 - iii. by sending the Notice by telefax with confirming copy sent by mail to the Party to be notified.
- c. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

- d. For purposes of Notice, the addresses of the Parties shall, until changed as provided in this Section, be as follows:

City of Angleton:	City Administrator 121 S. Velasco Angleton, Texas 77515
The District:	Brazoria County Municipal Utility District No. 82 c/o The Muller Law Group, PLLC 202 Century Square Boulevard Sugar Land, Texas 77479 Attn: Richard L. Muller, Jr.

- e. The Parties may change their addresses for Notice purposes by providing ten (10) days written notice of the changed address to the other Party.
- f. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating Notice is extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 4.04 Time.

Time is of the essence in all matters pertaining to the performance of this Agreement.

Section 4.05 Severability or Modification of Agreement as a Result of Modification of the State Code and Statutory Authority for the Agreement.

- a. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application of the word, phrase, clause, sentence, paragraph, section or other part of this Agreement to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will amend or revise this Agreement to accomplish to the greatest degree practical the same purpose and objective of the part determined to be invalid or unconstitutional, including without limitation amendments or revisions to the terms and conditions of this Agreement pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes.
- b. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement is modified in whole or in part as a result of amendments to the underlying state code and statutory authority for this Agreement, the Parties agree and understand that such modification may frustrate the purpose of this Agreement. The parties agree that they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying state code and statutory authority and (ii) the original intent and purpose of this Agreement. If the Parties cannot agree on any such amendment or revision within ninety (90) days from the effective date of amendment of the state code and statutory authority for this Agreement, then this Agreement shall terminate (except for the provisions of Article III which shall specifically survive such termination for the remaining term set forth in Section 4.13 below), unless the Parties agree to an extension of time for negotiation of the modification.

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

Section 4.06 Waiver.

Any failure by a Party to the Agreement to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of the provision or of any other provision of the Agreement. The Party has the right at any time to insist upon strict performance of any of the provisions of the Agreement.

Section 4.07 Applicable Law and Venue.

The construction and validity of the Agreement shall be governed by the laws of the State of Texas. Venue shall be in Brazoria County, Texas.

Section 4.08 Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges and immunities under applicable law.

Section 4.09 Further Agreement and Documents.

Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, exchange any other documents necessary to effectuate the terms of this Agreement. Both Parties also agree that they will do any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 4.10 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other Documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 4.11 Assignability, Successors, and Assigns.

This Agreement shall not be assignable by the either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

Section 4.12 Amendment.

This Agreement may only be amended in writing upon the approval of the governing bodies of the City and the District. To the extent allowed by law, the Parties do not intend to conduct additional hearings pursuant to Local Government Code Section 43.0751 prior to amending this Agreement.

Section 4.13 Term.

Except as it may otherwise be terminated as set forth herein, this Agreement shall remain in effect until the earlier date to occur of the following: (i) forty (40) years from the effective date of this Agreement, or (ii) the date the District (including the Limited District as applicable) shall cease to exist for any purpose pursuant to the terms of this Agreement. If the District is annexed for limited purposes prior to the

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

expiration or termination of the Agreement, then upon such expiration or termination of the Agreement the territory of the District shall be automatically included within the full – purpose territory of the City.

Section 4.14 District's provision of Service outside Boundary.

District shall not provide water or sanitary sewer service outside the District's Boundaries without the City's consent. However, this prohibition shall not apply to any reciprocal agreements entered into by District for emergency water supply. This prohibition shall further not apply to or prevent the District from providing water or sanitary sewer service to other special districts that are part of a common development with the District.

Section 4.15 Future Annexations by District during term of Agreement.

The District may make application to the City to annex additional tracts into its boundaries in the future and, following such annexation(s), those tracts shall be considered part of the District and covered by this Agreement. The City agrees to consider in good faith any applications for consent to annexation of additional tracts into the District. Notwithstanding any provision of this Agreement to the contrary, the District may subdivide and annex or de-annex land as provided in the City's Consent Ordinance (City Ordinance No. _____).

Section 4.16 Design Standards for the Utility System. All water utility and sanitary sewer utility infrastructure and related appurtenances that are intended to become the property of the District must be designed and constructed to comply with the minimum standards made applicable by the City to water supply and sanitary sewer utility infrastructure development within the corporate limits of the City, except as may be modified by a Development Agreement covering the land in the District. The water supply system must be capable of providing the volumes and pressures necessary to meet fire suppression standards established by the City, and the system must be equipped with fire hydrants that meet the minimum spacing requirements applicable to subdivision development within the corporate limits the City. All drainage improvements shall be designed and constructed to comply with the applicable standards adopted by Brazoria County, Texas. Neither the District nor its developer(s) shall be required to submit plans and specifications for any public improvement to the City. The District and its developer(s), their successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any public improvement or any City inspection of any public improvement.

If the District or its developer(s) desire to deviate from the standards set forth in this section, a registered profession engineer shall submit plans for the impacted water or sanitary sewer infrastructure, notating the planned deviations, for the City Engineer's review. The City will then have thirty (30) days to approve, comment on or reject the plans. If the City has not taken action with respect to the planned deviations within the thirty (30) day period, the planned deviations will be deemed approved and the District or its developers may proceed with the construction of such infrastructure in accordance with the submitted plans.

If required by the City, the District, acting though its registered professional engineer, shall certify to the City that all water and sanitary sewer infrastructure has been designed and constructed in accordance with the applicable standard and the approved planned deviations, if any.

Notwithstanding any provision herein to the contrary, neither the District nor its developer(s) shall be required to design or construct public infrastructure to standard higher than a standard made applicable, prior to this Agreement or hereafter, to another district or developer developing land within

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

the City’s extraterritorial jurisdiction, it being the intent of both parties that neither desires for development in the District to be at a competitive disadvantage with other developments within the City’s extraterritorial jurisdiction.

ARTICLE V DEFAULT AND REMEDIES FOR DEFAULT

Section 5.01 Default.

- a. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this Agreement, the defaulting Party must cure its default or violation within seventy-five (75) days following receipt of the Notice of default or violation unless curing such default in such time period is not reasonably possible and the Party who is alleged to be in default is taking all actions necessary to promptly cure the default. However, a Party is not considered in default of the terms contained herein unless Notice is actually given by the non-defaulting Party, and the alleged default has not been cured during the seventy-five (75) day cure period.
- b. If the default or violation is not cured by the defaulting Party within seventy-five (75) days of receiving the Notice, the non-defaulting Party may sue for enforcement or cancellation of this Agreement. However, prior to bringing any proceeding in a court of law or before a court of competent jurisdiction, the Parties may resolve the issue through mediation or arbitration. If the Parties agree to seek mediation or arbitration, they must participate in good faith. However, none of the Parties shall be obligated to pursue mediation or arbitration that does not resolve the issue in dispute within seven (7) days after the mediation is initiated or within fourteen (14) days after the mediation is requested. Further the parties are not obligated to pursue arbitration that does not resolve the issue within twenty-eight (28) days after the arbitration is requested. The Parties shall share the costs of the mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City’s sovereign immunity as a home rule city.
- c. If the Parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by specific performance or by such other legal or equitable relief to which the non-defaulting Party maybe entitled. Any remedy or relief described in this Agreement shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity.
- d. If the defaulting Party fails to abide by these deadlines, the non-defaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this Agreement. The Parties acknowledge that the City’s remedies shall include the right, in the City’s sole discretion, to terminate this Agreement and proceed with full purpose annexation of the District, or any portion thereof, pursuant to the requirements otherwise applicable for such annexation as if this Agreement had never been entered into.
- e. All of these rights and remedies shall be cumulative.

Signature pages follow

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

IN WITNESS WHEREOF, this Agreement is executed in duplicate counterparts.

CITY OF ANGLETON, TEXAS

By: _____
Mayor, City of Angleton

Attest:

City Secretary

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the ___ day of _____, _____, by _____, Mayor of the City of Angleton, Texas, for and on behalf of said city.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT J – STRATEGIC PARTNERSHIP AGREEMENT

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 82

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, _____, by _____, President of Brazoria County Municipal Utility District No. 82, for and on behalf of said district.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, _____, by _____, Secretary of Brazoria County Municipal Utility District No. 82, for and on behalf of said district.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT K
FORM OF ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT
AGREEMENT

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

_____, a _____ ("Assignor") is a party to the Development Agreement Between the City of Angleton, Texas and ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC, dated _____, 2022 (the "Development Agreement"), by and between the Assignor and the City of Angleton, Texas (the "City"). The Development Agreement in Section 8.04 addresses if the Assignor sells all or a portion of the Tract to an independent third-party developer.

Assignor assigns all of its rights and duties under the Development Agreement with respect to the portion of the Tract sold to _____ (the "Assignee").

The Assignee hereby accepts the full and complete assignment of the Assignor's rights and duties under the Development Agreement with respect to the portion of the Tract sold, and further agrees to be bound to all of the terms of the Development Agreement.

A copy of this instrument shall serve as notice to the parties to the Development Agreement.

Effective as of _____, 2022.

CITY OF ANGLETON, TEXAS

Mayor

ATTEST:

City Secretary

DEVELOPER:

By: _____
Name: _____
Title: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 25, 2023

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

AGENDA CONTENT: Discussion and possible action on the preliminary plat of Ashland Section 2 (Action Item tabled 4/11/2023)

AGENDA ITEM SECTION: Regular Agenda Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This item was tabled by City Council on April 11, 2023, due to concerns regarding the development agreement as it relates to lot size mix/percentages within the development agreement, and questions regarding Angleton Drainage District concerns on drainage.

This is a resubmittal (due to the addition of acreage) of Ashland Section 2 Preliminary Plat, which was approved by City Council on November 8, 2022 (4-2 vote) subject to the DA being approved. The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The draft development agreement is pending final approval by City Council which will establish standards for the Ashland Project. City Engineer comments are provided in the plat review attachment. The subject property consists of 21.5 acres and has 86 lots, 3 reserves and 3 blocks.

Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

As the Council is aware, there is no zoning or land use control in the ETJ except for that allowed by the Texas Local Government Code. Those regulations that the LGC permits the City to extend into the ETJ are the subdivision regulations (Chapter 23 Land Development Code) and sign regulations. As such there is no City regulation of lot size, setbacks, maximum height, etc., except as detailed in a development agreement by City Council. Staff finds that the proposed section plat will comply with the proposed agreement as drafted.

A Traffic Impact Analysis has also been submitted and reviewed for the entirety of the project. That TIA will need to be considered by both TxDOT and Brazoria County for review and approval as well.

RECORD OF PROCEEDINGS: Planning and Zoning Commission Meeting held April 6, 2023

Mr. Spriggs presented the preliminary plat of Ashland Section 2. The City Engineer has reviewed the submitted Preliminary Plat, and listed (6) comments which have all been addressed by the applicant after the agenda posting. Staff has cleared all the noted comments.

Recommendation. The Planning Commission should approve the Preliminary Plat for Ashland Section 2 Plat and forward it to City Council for final action, subject to the final approval of the Development Agreement.

Motion was made by Commission Member Bonnie McDaniel to approve the proposed final plat and recommend it to the City Council for final action subject to final approval of the DA. Motion was **not** seconded.

Commission Action: Motion failed due to the lack of a second to the motion.

No vote.

STAFF REVIEW

The City Engineer has reviewed the submitted Preliminary Plat for Ashland Section 2, and listed (6) comments that were resubmitted and addressed by the applicant. Staff has cleared all comments.

Recommendation. The planning and zoning commission disapproved the preliminary plat due to failure of obtaining a second of the motion. Staff recommends that Council approves the Preliminary Plat for Ashland Section 2 for final consideration and appropriate action subject to the final approval of the Development Agreement.



April 2, 2023

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

Re: On-Going Services
Ashland Subdivision – Section Two Preliminary Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

Sheet 1 of 2

1. Verify FIRM information noted. It appears this subdivision is completely within Zone X (shaded).
2. Verify and update bearing information shown in the metes and bounds description (Typical).

Sheet 2 of 2

1. Line L26 not provided in Line Table. Update table to include information for L26.
2. Label tables shown on the plat (Typical).
3. Update table to include central angle information as noted in the metes and bounds description (Typical).
4. Update table to include decimals as noted in the metes and bounds description (Typical).
5. Show linetype in Legend for the boundary notated between Brazoria County and Angleton ETJ.
6. If Reserve "B" does not allow for buildings/structures, no need to show 25-BL.

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Ashland Subdivision – Section Two Preliminary Plat be Revised and Resubmitted.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 2, 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, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Steve Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, William A.C. McAshon, 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.

William A.C. McAshon, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

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

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.) "VOL." INDICATES VOLUME.
- 7.) "PG." INDICATES PAGE.
- 8.) "NO." INDICATES NUMBER.
- 9.) "CT." INDICATES COURT.
- 10.) "DR." INDICATES DRIVE.
- 11.) "J" INDICATES STREET NAME CHANGE.
- 12.) "A" INDICATES BLOCK NUMBER.
- 13.) "R" INDICATES RESERVE NUMBER.
- 14.) "A" INDICATES RESERVE NUMBER.
- 15.) "50'R" INDICATES 50' CUL-DE-SAC RADIUS.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE FOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON, 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.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 18.77 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County (OPROBC); said 18.77 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument at the northwest corner of said 469.08-acre tract, the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records;

THENCE, South 14°02'37" West, along the west line of said 469.08-acre tract, common with the east line of said F.M. Highway 521, 1647.59 feet to a point for corner being the POINT OF BEGINNING of the herein described subject tract marking the beginning of a non-tangent curve to the right;

THENCE, over and across said 469.08-acre tract the following twenty seven (27) courses and distances:

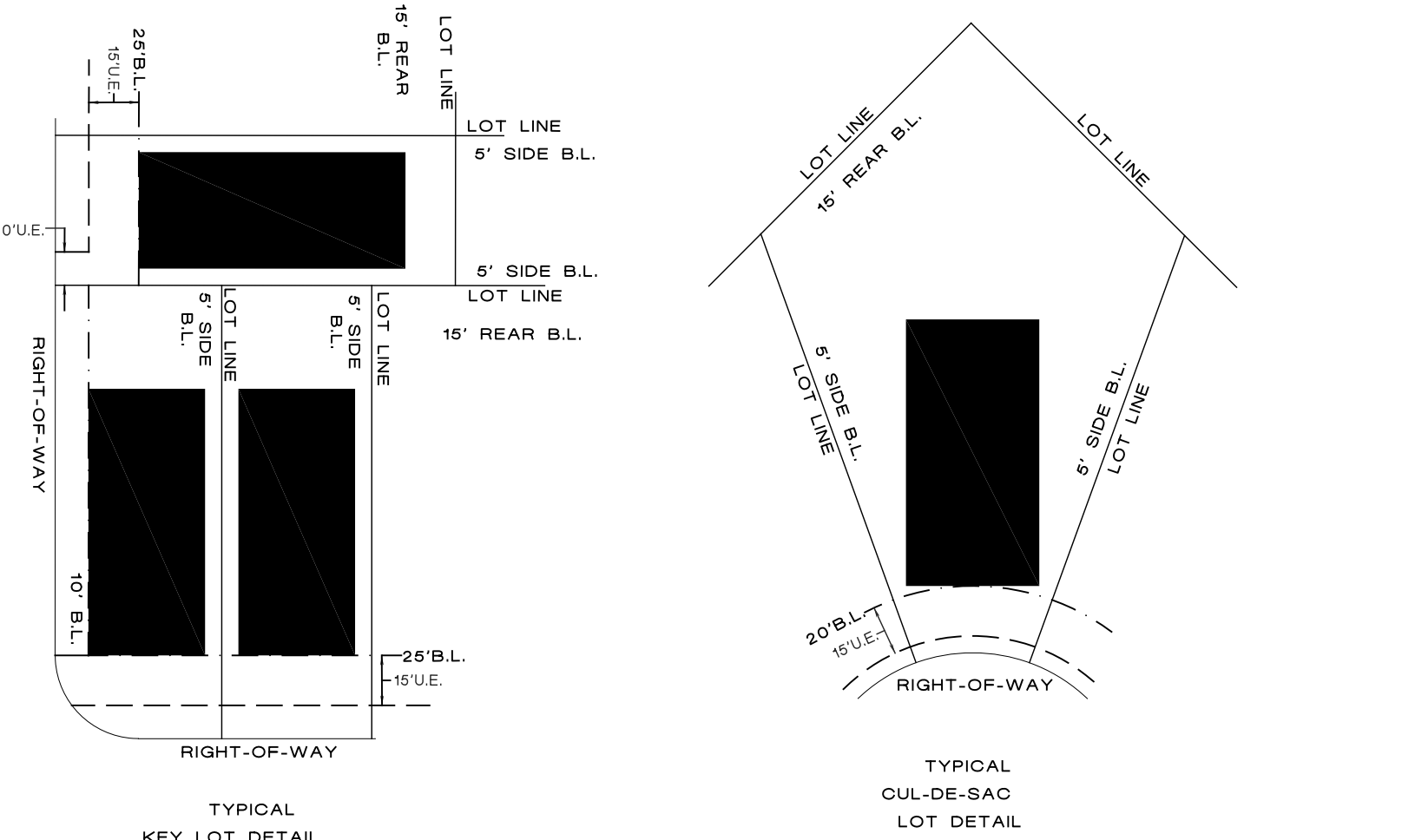
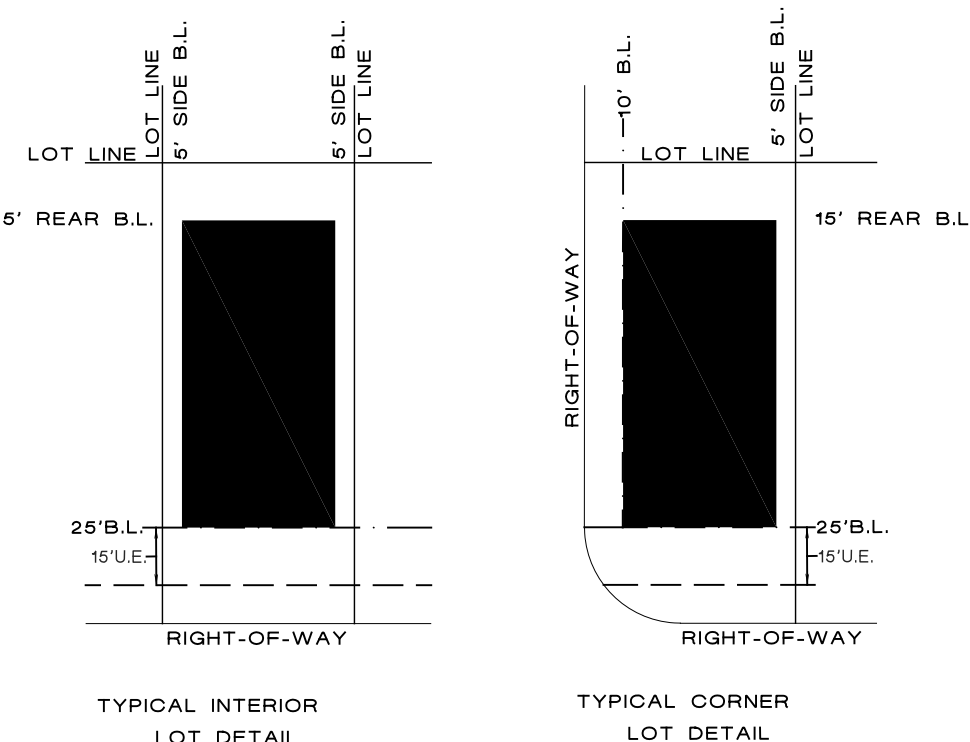
- 1. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing North 59°02'37" East, with a chord length of 35.36 feet to a point for corner;
- 2. South 75°57'23" East, 104.37 feet to a point for corner marking the beginning of a curve to the right;
- 3. Along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing South 30°57'23" East, with a chord length of 35.36 feet to a point for corner;
- 4. South 75°57'23" East, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
- 5. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing North 59°02'37" East, with a chord length of 35.36 feet to a point for corner;
- 6. South 75°57'23" East, 60.27 feet to a point for corner marking the beginning of a curve to the right;
- 7. Along the arc of said curve to the right having a radius of 1165.00 feet, a central angle of 08°20'55", an arc length of 169.75 feet, and a long chord bearing South 71°46'55" East, with a chord length of 169.60 feet to a point for corner marking the beginning of a compound curve to the right;
- 8. Along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 91°14'34", an arc length of 39.81 feet, and a long chord bearing South 21°59'10" East, with a chord length of 35.74 feet to a point for corner marking the beginning of a reverse curve to the left;
- 9. Along the arc of said reverse curve to the left having a radius of 1020.00 feet, a central angle of 00°10'45", an arc length of 3.19 feet, and a long chord bearing South 23°32'44" West, with a chord length of 3.19 feet to a point for corner;
- 10. South 86°32'39" East, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
- 11. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 94°28'10", an arc length of 41.22 feet, and a long chord bearing North 70°41'26" East, with a chord length of 36.71 feet to a point for corner marking the beginning of a compound curve to the right;
- 12. Along the arc of said compound curve to the right having a radius of 1165.00 feet, a central angle of 01°22'57", an arc length of 28.11 feet, and a long chord bearing South 31°23'00" East, with a chord length of 28.11 feet to a point for corner;
- 13. South 60°41'32" East, 68.01 feet to a point for corner marking the beginning of a curve to the right;
- 14. Along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 83°30'22", an arc length of 36.44 feet, and a long chord bearing South 18°56'20" East, with a chord length of 33.30 feet to a point for corner marking the beginning of a reverse curve to the left;
- 15. Along the arc of said reverse curve to the left having a radius of 815.00 feet, a central angle of 45°06'17", an arc length of 641.59 feet, and a long chord bearing South 00°15'42" West, with a chord length of 625.15 feet to a point for corner;
- 16. South 22°17'26" East, 287.46 feet to a point for corner;
- 17. South 67°42'34" West, 26.42 feet to a point for corner;
- 18. South 89°02'42" West, 171.62 feet to a point for corner;
- 19. South 84°38'24" West, 112.86 feet to a point for corner;
- 20. South 86°26'25" West, 64.50 feet to a point for corner;
- 21. South 01°22'08" West, 1.02 feet to a point for corner;
- 22. North 88°37'52" West, 60.00 feet to a point for corner;
- 23. North 86°32'45" West, 66.17 feet to a point for corner;
- 24. North 81°45'53" West, 59.15 feet to a point for corner;
- 25. North 78°32'29" West, 58.96 feet to a point for corner;
- 26. North 76°06'07" West, 60.00 feet to a point for corner;
- 27. North 75°57'23" West, 353.23 feet to a point for corner marking the southwest corner of the herein described subject tract, being common with the east line of aforementioned F.M. Highway 521 and the west line of said 469.08-acre tract;

THENCE, North 14°02'37" East, along said common lines, 1052.84 feet to the POINT OF BEGINNING, CONTAINING 18.77 acres of land situated in Brazoria County, 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.
- 13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 485458, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No.10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC, UPON RECORDATION OF A FINAL PLAT.
- 17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

Verify information noted. It appears this subdivision is completely within Zone X (shaded).



ASHLAND SECTION TWO

BEING 18.77 ACRES OF LAND CONTAINING 86 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

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

MARCH 1, 2023

PAGE: 1 OF 2

MTA# 78006

Typical: Label tables shown on the plot

LINE	DISTANCE	BEARING
L1	14	S 21°42'45" E
L2	39	S 22°27'28" W
L3	16	N 68°42'16" W
L4	25	S 22°48'39" W
L5	32	S 77°29'03" E
L6	25	S 38°15'00" E
L7	14	S 59°02'37" W
L8	13	N 36°10'23" W
L9	104'	N 75°57'23" W
L10	69	S 75°57'23" E
L11	287	S 22°17'28" E
L12	26	S 67°42'34" W
L13	172	N 89°02'42" E
L14	113	S 84°38'24" W
L15	65	S 86°39'25" W
L16	1'	S 01°22'08" W
L17	60	N 88°37'52" W
L18	66	S 86°32'45" E
L19	59	N 81°49'53" W
L20	59	N 76°52'29" W
L21	60	N 69°00'00" W
L22	333	N 75°57'23" W
L23	67	N 75°57'23" W
L24	67	N 60°32'39" W
L25	66	S 60°41'32" E

Typical: Update table to include central angle information as noted in the notes and bounds description

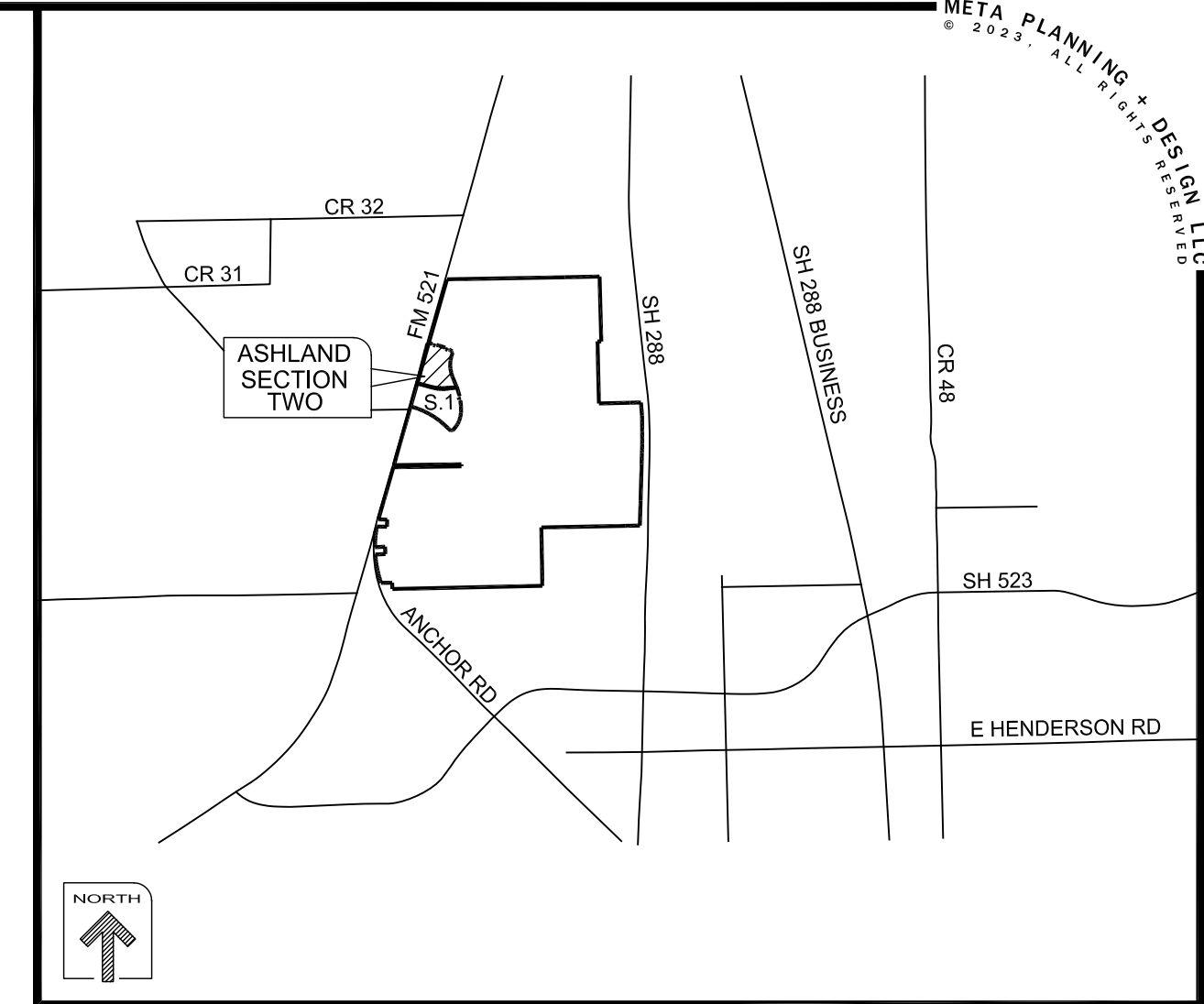
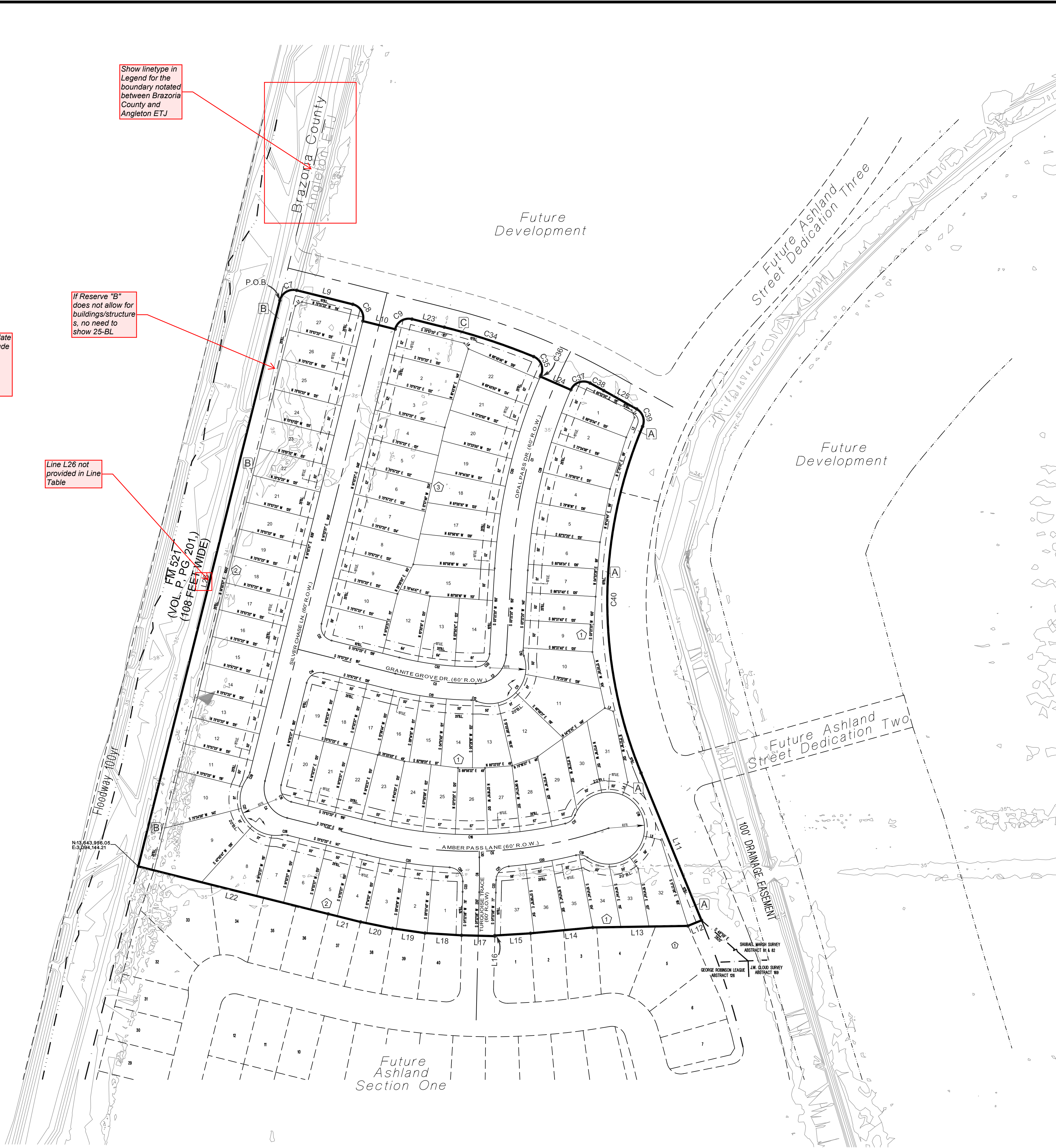
CURVE	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	597	410	258	S 10°14'11" W	407
C2	50	83	52	S 48°42'34" W	79
C3	600	147	74	S 62°57'17" E	146
C4	50	86	50	N 30°57'23" W	78
C5	750	435	224	N 87°24'40" E	429
C6	1500	67	32	S 90°50'54" W	67
C7	25	39	25	S 59°02'37" W	38
C8	25	39	25	S 30°57'23" E	35
C9	25	39	25	N 59°02'37" E	35
C10	25	10	5	S 88°00'04" E	10
C11	60	148	144	S 48°18'34" W	112
C12	25	9	5	N 78°39'54" W	9
C13	630	150	75	N 62°45'19" W	149
C14	25	39	25	S 59°02'37" W	35
C15	25	39	25	N 30°57'23" W	35
C16	720	347	177	S 89°45'04" E	344
C17	25	24	13	S 48°49'52" W	23
C18	65	323	51	S 18°29'41" E	87
C19	25	22	12	N 78°50'21" W	21
C20	750	123	62	S 80°33'37" W	123
C21	25	37	22	S 42°48'54" W	34
C22	1530	23	11	N 00°56'39" E	23
C23	1470	19	9	S 01°00'00" W	19
C24	25	38	24	N 43°13'19" W	35
C25	750	151	79	N 81°13'50" W	151
C26	25	10	5	S 87°44'59" E	10
C27	60	156	160	N 30°57'23" W	121
C28	25	10	5	S 20°49'19" W	10
C29	960	355	180	S 13°57'58" W	353
C30	1500	356	181	N 13°24'51" E	356
C31	25	39	25	N 30°57'23" W	35
C32	570	139	70	S 62°57'17" E	139
C33	25	38	24	S 48°42'34" W	34
C34	1160	170	85	S 71°46'59" E	170
C35	25	40	26	S 21°09'10" E	36
C36	1000	3	2	N 29°20'46" E	3
C37	25	41	27	S 70°41'38" W	37
C38	1160	28	14	N 61°23'00" W	28
C39	25	36	22	S 18°56'20" E	33
C40	615	647	338	S 00°15'42" W	625

Typical: Update table to include decimals as noted in the notes and bounds description

Line L26 not provided in Line Table

Show linetype in Legend for the boundary notated between Brazoria County and Angleton ETJ

If Reserve "B" does not allow for buildings/structures, no need to show 25-BL



Vicinity Map (not to scale)

LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
BLOCK 1		BLOCK 2		BLOCK 3	
LOT 1	6,523	LOT 1	6,141	LOT 1	7,030
LOT 2	6,608	LOT 2	6,531	LOT 2	6,945
LOT 3	6,608	LOT 3	6,590	LOT 3	6,819
LOT 4	6,608	LOT 4	7,476	LOT 4	6,781
LOT 5	6,608	LOT 5	5,988	LOT 5	6,832
LOT 6	6,597	LOT 6	6,947	LOT 6	6,883
LOT 7	6,336	LOT 7	6,293	LOT 7	6,934
LOT 8	6,260	LOT 8	6,251	LOT 8	6,979
LOT 9	6,250	LOT 9	6,128	LOT 9	6,579
LOT 10	7,207	LOT 10	5,988	LOT 10	6,240
LOT 11	10,525	LOT 11	6,000	LOT 11	6,885
LOT 12	8,224	LOT 12	5,904	LOT 12	7,393
LOT 13	6,826	LOT 13	6,250	LOT 13	7,338
LOT 14	6,443	LOT 14	6,250	LOT 14	7,338
LOT 15	6,361	LOT 15	6,250	LOT 15	7,294
LOT 16	6,355	LOT 16	6,250	LOT 16	7,652
LOT 17	6,031	LOT 17	6,250	LOT 17	7,350
LOT 18	6,000	LOT 18	6,250	LOT 18	7,117
LOT 19	6,585	LOT 19	6,250	LOT 19	7,048
LOT 20	6,585	LOT 20	6,250	LOT 20	7,107
LOT 21	6,000	LOT 21	6,250	LOT 21	7,169
LOT 22	6,000	LOT 22	6,250	LOT 22	7,377
LOT 23	6,232	LOT 23	6,250		
LOT 24	6,505	LOT 24	6,250		
LOT 25	6,505	LOT 25	6,250		
LOT 26	6,456	LOT 26	6,250		
LOT 27	6,456	LOT 27	6,190		
LOT 28	6,674	LOT 28	6,875		
LOT 29	6,839	LOT 29	6,875		
LOT 30	6,387	LOT 30	6,875		
LOT 31	7,217	LOT 31	6,875		
LOT 32	9,486	LOT 32	6,822		
LOT 33	5,944				

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,677	LANDSCAPE/ OPEN SPACE
B	0.77	33,681	LANDSCAPE/ OPEN SPACE
C	0.15	6,808	LANDSCAPE/ OPEN SPACE

ASHLAND SECTION TWO

BEING 18.77 ACRES OF LAND CONTAINING 86 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER: ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER: QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR: QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

PLANNER: META PLANNING + DESIGN LLC

SCALE: 1" = 100'

MARCH 1, 2023

PAGE 2 OF 2

MTA# 78006

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON 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 CITY OF ANGLETON 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.

April 3, 2023

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

Re: ASHLAND SECTION TWO- RESUBMITTAL

Dear Otis,

On behalf of Anchor Holdings, LLC, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated April 2, 2023, for the above referenced plat.

1. Verify FIRM information noted. It appears this subdivision is completely within Zone X (shaded).
Response: The FIRM information provided is correct. Please see updated plat.
2. Verify and update bearing information shown in the metes and bounds description (Typical).
Response: This has been updated. Please see updated plat.
3. Line L26 not provided in Line Table. Update table to include information for L26.
Response: This has been updated. Please see updated plat.
4. Label tables shown on the plat (Typical).
Response: The line and curve tables have been labelled. Please see updated plat.
5. Update table to include central angle information as noted in the metes and bounds description (Typical).
Response: The central angle information has been included in the curve table. Please see updated plat.
6. Update table to include decimals as noted in the metes and bounds description (Typical).
Response: The line and curve tables have been updated to reflect decimals. Please see updated plat.
7. Show linetype in Legend for the boundary notated between Brazoria County and Angleton ETJ.
Response: The boundary linetype has been included in the legend. Please see updated plat.
8. If Reserve "B" does not allow for buildings/structures, no need to show 25-BL.
Response: The building line will remain as a buffer along FM-521.

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

Sincerely,



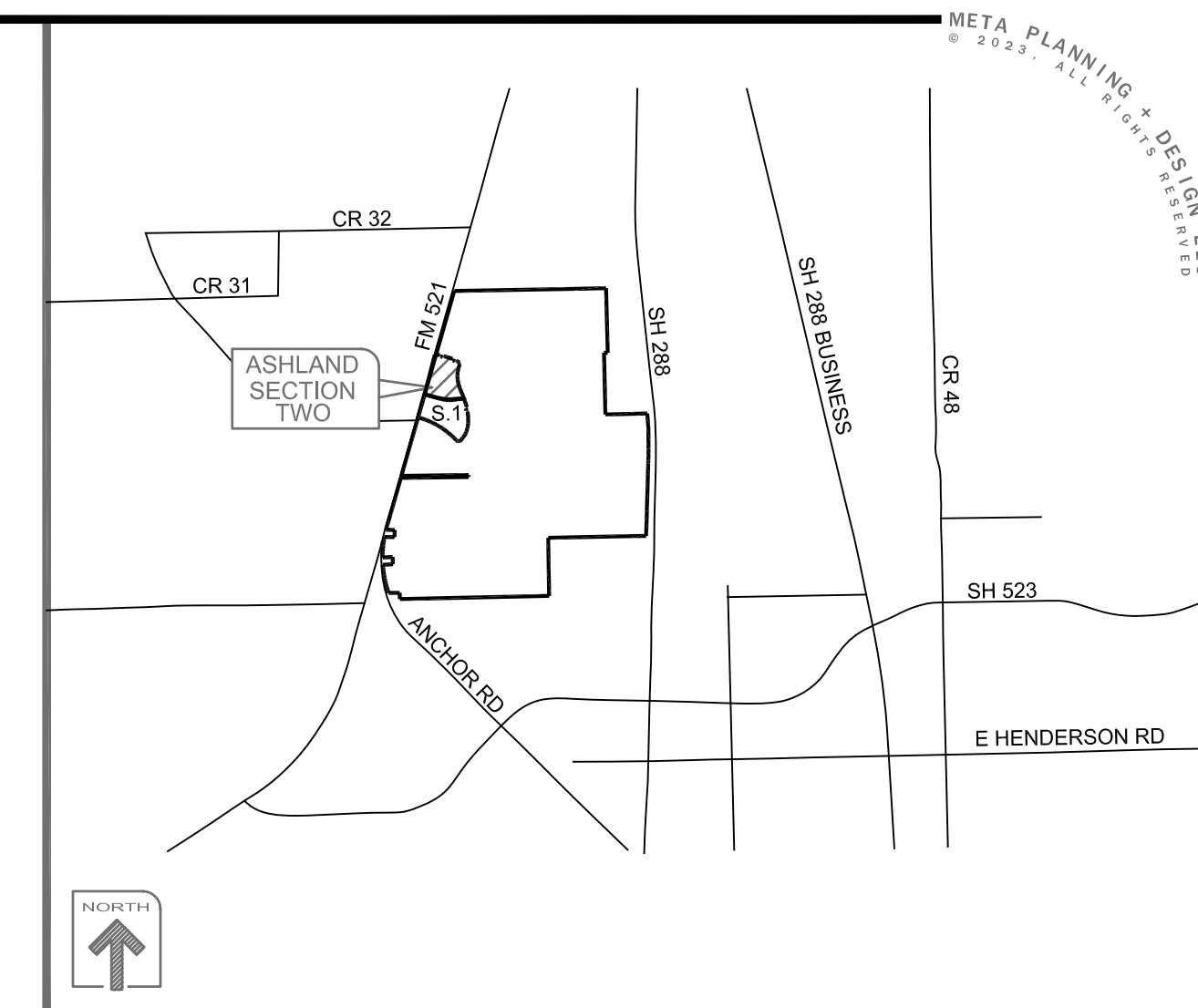
Caitlin King
Enclosure

LINE DATA

LINE	DISTANCE	BEARING
L1	14.35'	S 21°42'16" E
L2	38.83'	S 22°27'28" W
L3	16.30'	N 68°42'18" W
L4	25.00'	S 22°46'39" W
L5	31.74'	S 77°23'03" E
L6	25.00'	S 36°15'50" E
L7	14.14'	S 59°02'37" W
L8	12.53'	N 36°10'23" W
L9	104.37'	S 75°57'19" E
L10	60.00'	S 75°57'23" E
L11	287.46'	S 22°17'26" E
L12	26.42'	S 67°42'34" W
L13	171.62'	N 89°02'42" E
L14	112.86'	S 84°38'24" W
L15	64.50'	S 88°28'25" W
L16	1.02'	S 01°22'08" W
L17	60.00'	N 88°37'52" E
L18	66.17'	S 88°32'45" E
L19	59.15'	N 81°45'53" W
L20	58.96'	N 78°32'29" W
L21	60.00'	N 76°08'07" W
L22	353.23'	N 75°57'23" W
L23	25.03'	S 75°57'19" E
L24	60.00'	N 66°03'06" W
L25	95.26'	S 62°03'54" E
L26	1069.98'	N 14°02'37" E

CURVE DATA

CURVE	RADIUS	CENTRAL ANGLE	ARC	TANGENT	BEARING	CHORD
C1	990.00'	24°15'53"	419.27'	212.82'	N 15°30'17" E	416.14'
C2	55.00'	86°40'28"	83.20'	51.90'	S 46°42'34" W	75.49'
C3	600.00'	13°59'49"	146.58'	73.66'	S 82°57'17" E	146.21'
C4	55.00'	90°00'00"	86.39'	55.00'	N 30°57'23" W	77.78'
C5	750.00'	33°15'45"	435.41'	224.03'	N 87°24'45" E	429.32'
C6	1600.00'	02°24'27"	63.03'	31.52'	S 00°09'54" W	63.02'
C7	25.00'	90°00'10"	39.27'	25.00'	S 59°02'42" W	35.36'
C8	25.00'	89°59'50"	39.27'	25.00'	S 30°57'18" E	35.35'
C9	25.00'	90°00'10"	39.27'	25.00'	S 59°02'42" E	35.36'
C10	25.00'	22°44'49"	9.93'	5.03'	S 08°00'04" E	9.86'
C11	85.00'	131°17'46"	148.95'	143.61'	S 46°16'24" W	118.43'
C12	25.00'	21°10'23"	9.24'	4.87'	N 78°39'54" W	9.19'
C13	630.00'	13°17'43"	146.19'	73.42'	N 82°36'14" W	145.88'
C14	25.00'	90°00'00"	39.27'	25.00'	S 59°02'37" W	35.36'
C15	25.00'	90°00'00"	39.27'	25.00'	N 30°57'23" E	35.36'
C16	720.00'	27°36'24"	346.92'	176.89'	S 89°45'34" E	343.57'
C17	25.00'	55°12'43"	24.09'	13.07'	S 46°49'52" W	23.17'
C18	65.00'	284°33'36"	322.82'	50.27'	S 16°29'41" E	79.53'
C19	25.00'	49°44'57"	21.71'	11.59'	N 79°05'21" W	21.03'
C20	780.00'	09°02'54"	123.18'	61.72'	S 80°33'37" W	123.05'
C21	25.00'	84°34'00"	36.90'	22.73'	S 42°48'04" W	33.64'
C22	1530.00'	00°51'03"	22.72'	11.36'	N 00°56'36" E	22.72'
C23	1470.00'	00°44'08"	18.87'	9.44'	S 01°00'03" W	18.87'
C24	25.00'	87°42'37"	38.27'	24.02'	N 43°13'19" W	34.64'
C25	780.00'	11°07'16"	151.40'	75.94'	N 81°31'00" W	151.16'
C26	25.00'	23°33'23"	10.28'	5.21'	S 87°44'04" E	10.21'
C27	65.00'	137°06'47"	155.55'	165.49'	N 30°57'23" W	121.00'
C28	25.00'	23°33'23"	10.28'	5.21'	S 25°49'19" W	10.21'
C29	960.00'	20°34'34"	344.75'	174.25'	S 13°39'37" W	342.91'
C30	1020.00'	20°34'34"	366.30'	185.15'	N 13°39'37" E	364.34'
C31	25.00'	90°00'00"	39.27'	25.00'	N 30°57'23" E	35.36'
C32	570.00'	13°59'49"	139.25'	69.97'	S 82°57'17" E	138.90'
C33	25.00'	86°40'28"	37.82'	23.59'	S 46°42'34" W	34.31'
C34	1180.00'	10°17'10"	208.25'	104.41'	N 70°48'38" W	207.97'
C35	25.00'	89°54'45"	39.23'	24.96'	S 20°42'40" E	35.33'
C36	1020.00'	00°17'49"	5.29'	2.64'	N 24°05'48" E	5.29'
C37	25.00'	89°59'13"	41.01'	26.80'	S 70°56'30" W	36.56'
C38	25.00'	85°33'41"	37.33'	23.13'	N 19°17'03" W	33.96'
C39	815.00'	45°47'14"	651.30'	344.16'	N 00°36'11" E	634.10'



Vicinity Map (not to scale)

LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.			
BLOCK 1			BLOCK 2			BLOCK 3		
LOT 1	6,523	LOT 34	6,141	LOT 1	7,030			
LOT 2	6,608	LOT 35	6,531	LOT 2	6,945			
LOT 3	6,608	LOT 36	6,590	LOT 3	6,819			
LOT 4	6,608	LOT 37	7,476	LOT 4	6,781			
LOT 5	6,608	BLOCK 2			LOT 5	6,832		
LOT 6	6,597	LOT 1	6,947	LOT 6	6,883			
LOT 7	6,336	LOT 2	6,293	LOT 7	6,934			
LOT 8	6,250	LOT 3	6,251	LOT 8	6,979			
LOT 9	6,250	LOT 4	6,128	LOT 9	6,579			
LOT 10	7,207	LOT 5	5,988	LOT 10	6,240			
LOT 11	10,525	LOT 6	6,000	LOT 11	6,885			
LOT 12	8,224	LOT 7	5,904	LOT 12	7,393			
LOT 13	6,826	LOT 8	6,259	LOT 13	7,338			
LOT 14	6,443	LOT 9	13,764	LOT 14	7,338			
LOT 15	6,361	LOT 10	8,848	LOT 15	7,294			
LOT 16	6,355	LOT 11	6,148	LOT 16	7,652			
LOT 17	6,031	LOT 12	6,250	LOT 17	7,350			
LOT 18	6,000	LOT 13	6,250	LOT 18	7,117			
LOT 19	6,585	LOT 14	6,250	LOT 19	7,048			
LOT 20	6,585	LOT 15	6,250	LOT 20	7,107			
LOT 21	6,000	LOT 16	6,250	LOT 21	7,169			
LOT 22	6,000	LOT 17	6,250	LOT 22	7,377			
LOT 23	6,232	LOT 18	6,250					
LOT 24	6,505	LOT 19	6,250					
LOT 25	6,505	LOT 20	6,250					
LOT 26	6,456	LOT 21	6,250					
LOT 27	6,456	LOT 22	6,250					
LOT 28	6,874	LOT 23	6,875					
LOT 29	6,839	LOT 24	6,875					
LOT 30	6,387	LOT 25	6,875					
LOT 31	7,217	LOT 26	6,875					
LOT 32	9,486	LOT 27	6,822					
LOT 33	9,944							

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.55	23,956	LANDSCAPE/ OPEN SPACE
B	0.83	36,325	LANDSCAPE/ OPEN SPACE
C	0.25	10,923	LANDSCAPE/ OPEN SPACE

ASHLAND SECTION TWO

BEING 18.99 ACRES OF LAND CONTAINING 86 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER: ANCHOR HOLDINGS MP LLC
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SUGAR LAND, TEXAS 77478

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BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR: QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104



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

SCALE: 1" = 100'

APRIL 03, 2023

PAGE: 2 OF 2

MTA-78006

DISCLAIMER AND LIMITED WARRANTY
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APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

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: _____

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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

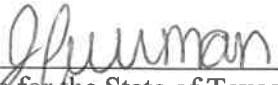
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements 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) 

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 18 day of November, 2022.

(SEAL) 


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