



CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 23, 2025 AT 6:00 PM

Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel
Acting City Manager | Guadalupe "Lupe" Valdez
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, SEPTEMBER 23, 2025, 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 the National Night Out proclamation.
2. Ceremonial Presentation of September 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

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.

3. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain Street Closure permission on October 25, 2025, from 9:00 AM until 1:00 PM, for the 5th Annual Pumpkin Spice Market.

REGULAR AGENDA

- [4.](#) Discussion and input regarding a proposed annexation submitted by Bhavin Divecha on behalf of Angleton RV Park, located at 799 County Road 44, requesting the City of Angleton's sewer services.
- [5.](#) Discussion and possible action to approve Resolution No. 20250923-005 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.
- [6.](#) Discussion and possible action to approve Ordinance No. 20250923-006 an ordinance amending the 2024-2025 Fiscal Year Budget by amending the Angleton Better Living Corporation, Angleton Recreation Center, Angleton Activity Center; providing a public necessity; severability clause; providing and open meetings clause and effective date.
- [7.](#) Discussion on proposing an ordinance to ban eight liner gaming machines within city limits.

COMMUNICATIONS FROM MAYOR AND COUNCIL

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

8. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Judge) (Municipal Court Prosecutor) (Boards and Commission Appointments)

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

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: Wednesday, September 17, 2025, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC, CMC
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 National Association of Town Watch (NATW) is sponsoring an annual community-building campaign entitled “National Night Out” on October 7, 2025 that promotes police-community partnerships, neighborhood safety and camaraderie, awareness and cooperation; and

WHEREAS, the 42nd Annual “National Night Out” provides a unique opportunity for Angleton to join forces with thousand of communities across the nation and state in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, it is essential that all citizens of Angleton be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in Angleton; and

WHEREAS, City of Angleton encourages citizens to come together, to meet and greet local first responders at block parties across Angleton, and to build a partnership for the enrichment of the community.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim October 7, 2025 as:

“National Night Out”

PROCLAIMED this 23rd day of September, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/23/2025

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

AGENDA CONTENT: Ceremonial Presentation of September 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Keep Angleton Beautiful will present Yard of the Month to Andy and Earlene Frazier at 523 E Myrtle Street and Business of the Month to Gulf Coast Auto Park at 3000 State Hwy 288.

RECOMMENDATION:

Staff recommend City Council acknowledge the Yard of the Month and Business of the Month with a plaque, picture, and KAB gift for their beautification efforts.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 23, 2025

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

AGENDA CONTENT: Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain Street Closure permission on October 25, 2025, from 9:00 AM until 1:00 PM, for the 5th Annual Pumpkin Spice Market.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Ellen Eby, PSFM Manager, Peach Street Farmers Market, has submitted this request for permission to close the 200 block of East Peach Street on Saturday, October 25, 2025, from 9:00 AM until 1:00 PM, for the 5th annual Pumpkin Spice Market to close off both Orange Street and Peach Street, as well as the portion of Chenango joining the two streets.

RECOMMENDATION:

The City Council should grant the request for the 5th Annual Pumpkin Spice Market on Saturday, October 25, 2025, from 9:00 AM until 1:00 PM at the Peach Street Farmers Market, for the street closure request.

Otis Spriggs

From: Ellen Eby <[REDACTED]>
Sent: Monday, September 8, 2025 9:54 AM
To: Otis Spriggs
Subject: [EXTERNAL] PSFMarket Consent Request

Good Morning,

This is my official request to have PSFM and First Presbyterian Church Angleton be put on the consent agreement list to close off both Orange Street and Peach Street as well as the portion of Chenango joining the two streets on the morning of Oct 25, for our 5th annual Pumpkin Spice Market. We close the streets to vehicles from 9AM until 1 PM. If you have any questions, please dont hesitate to call.

Appreciatively yours,
Ellen Eby
PSFMarket Manager
[REDACTED]



AGENDA ITEM SUMMARY REPORT

MEETING DATE: September 23, 2025

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

AGENDA CONTENT: Discussion and input regarding a proposed annexation submitted by Bhavin Divecha on behalf of Angleton RV Park, located at 799 County Road 44, requesting the City of Angleton's sewer services.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Bhavin Divecha, Managing Partner of Angleton RV Park, requests approval to connect the Angleton RV Park, located at 799 County Road 44, to the City of Angleton's sewer services.

Mr. Divecha expressed that the Angleton RV Park land is facing frontage 288 with a sanitary spray field in a visible site for all traffic in the area, causing an eyesore for future businesses to want to develop around the park. He intends to invest in removing the sanitary spray field, allowing future development on the Commercial frontage.

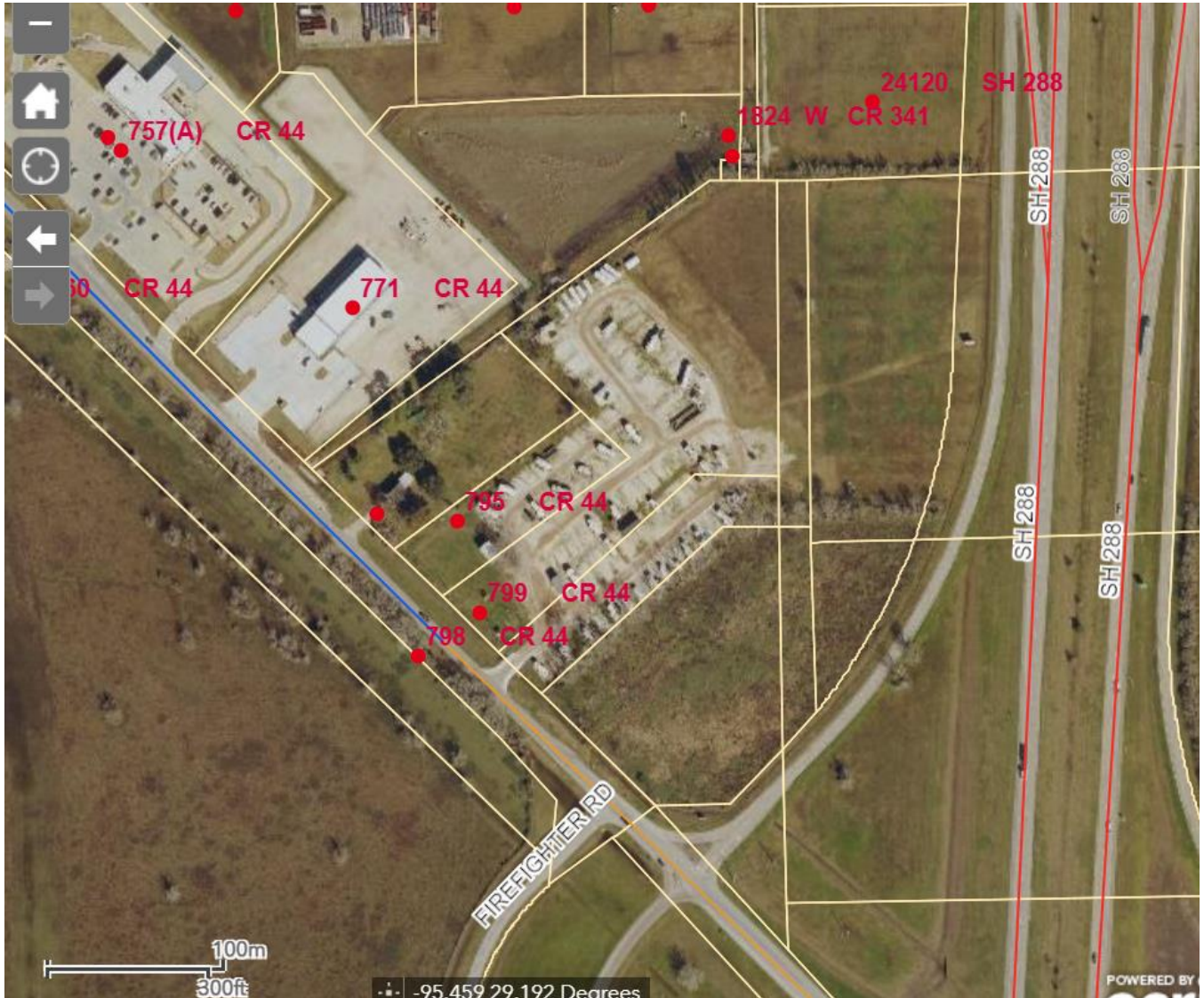
The amenities at the RV Park include the following:

78 RV Pads: Each pad is equipped with essential utilities to support the needs of our residents.

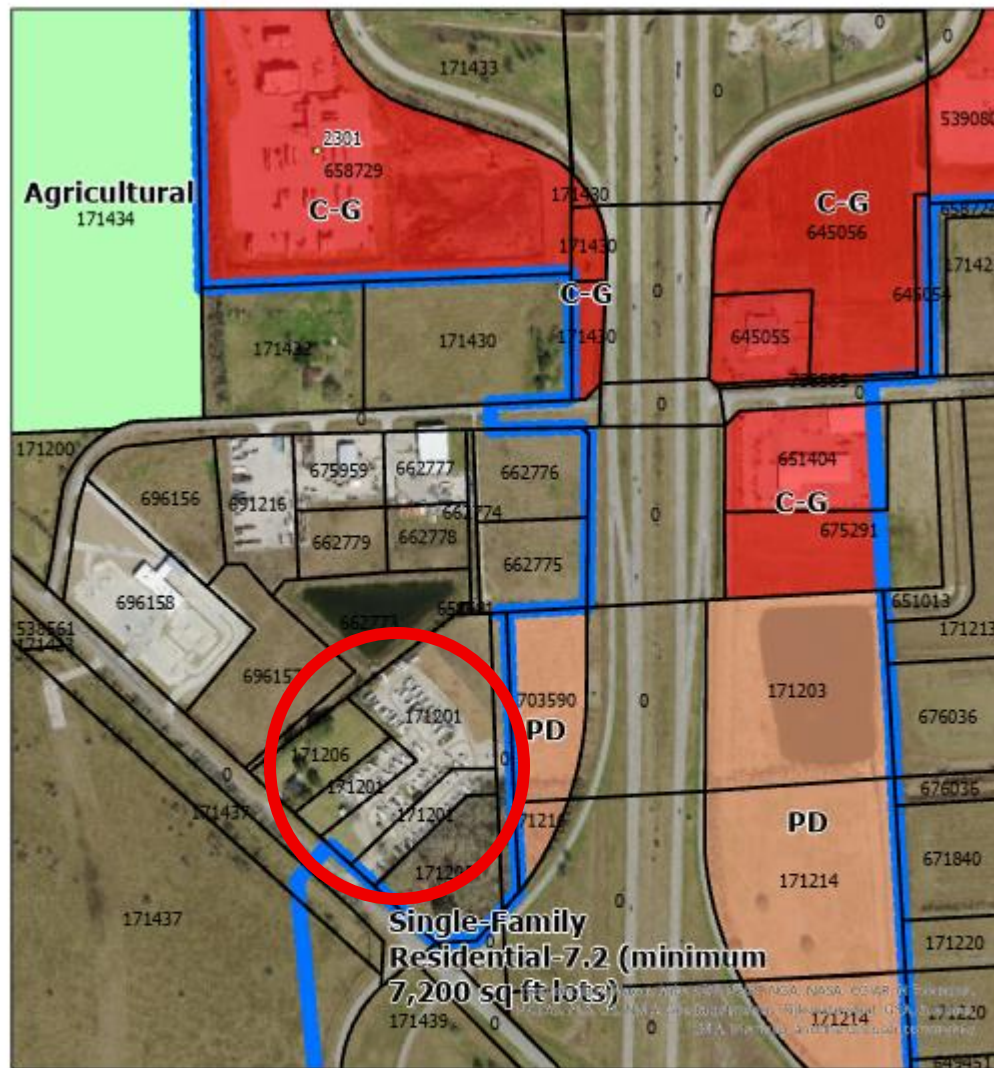
Laundry Room: A dedicated space providing laundry facilities for the convenience of our guests. Office: A central hub for park management and administrative tasks, ensuring efficient operation and guest support.

Single-Story Residential Home: On-site accommodation for the park manager, facilitating immediate and effective management of the park.

In April 2024, Angleton RV received a quote from Clements Plumbing, estimating \$39.5 K to install a lift station next to the existing septic system and run a 2" discharge line from the lift station to the City's manhole 700 ft. away, along the property line. This line will be sleeved where it crosses a driveway. The contractor will then pump out the septic and tie the sewer into the new lift station; fill the septic tank with sand topper, regrade and dress-up the site with a sand topper under permitting and inspections.



Aerial Map



ZONING MAP



RECOMMENDATION:

Staff recommends that the City Council holds discussion with the applicant and provide input and direction on the parameters of the Service Plan which will be considered on any future Ordinance annexing the RV Park property.

County: Brazoria County
Project: 10.646 Acre
Job No.: 15260

FIELD NOTES FOR 10.646 ACRES ANNEXATION TRACT

Being a 10.646 acre tract of land, located within the Jose De Jesus Valderas Survey, Abstract No. 380 being 1) out of a called 7.995 acre tract (Tract I) and a 2.00 acre tract (Tract II) as recorded in in County Clerk's File No. (C.C.F.N.) 2021081594 of the Official Public Records of Brazoria County Texas (O.P.R.B.C.T.), 2) out of a called 4.080 acre tract as recorded in C.C.F.N. 2021081526 of the O.P.R.B.C.T., and out of an abandoned right-of-way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County Texas (D.R.B.C.T.), referred to hereinafter at the above referenced tract of land, said 10.646 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod with cap found for corner, being the West corner of the above referenced tract;

THENCE North 51°34'47" East, along the Northwest line of the above referenced tract, a distance of 910.85 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for corner, being the Northwest corner of the above referenced tract;

THENCE North 87°20'06" East, along the North line of the above referenced tract, a distance of 430.92 feet to a point for corner;

THENCE South 00°31'39" West, over and across the above referenced tract, along the West city limit line of the City of Angleton, as provided in digital CADD format from said city, a distance of 4.67 feet to a point for corner;

THENCE South 86°54'45" West, over and across the above referenced tract, and along said West city limit line, a distance of 308.96 feet to a point for corner;

THENCE South 02°17'12" East, over and across the above referenced tract, and along said West city limit line, a distance of 2.55 feet to a point for corner;

THENCE North 86°27'11" East, over and across the above referenced tract, and along said West city limit line, a distance of 30.06 feet to a point for corner;

THENCE South 02°15'11" East, over and across the above referenced tract, along said West city limit line, a distance of 621.69 feet to a point for corner;

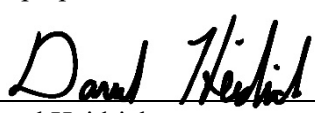
THENCE South 89°30'30" West, along the South line of the above referenced tract, a distance of 46.61 feet to a 1/2-inch iron rod found for corner;

THENCE North 86°35'30" West, along the South line of the above referenced tract, a distance of 56.39 feet to a 1/2-inch capped iron rod, stamped "Stroud", found for an interior corner of the above referenced tract;

THENCE South 48°19'27" West, along the South line of the above referenced tract, a distance of 497.82 feet to a 1/2-inch capped iron rod, stamped "Stroud", found for corner, being the South corner of the above referenced tract, same being on the Northeast R.O.W. line of said County Road 44;

THENCE North 47°09'21" West, along the Southwest line of the above referenced tract, same being the Northeast R.O.W. line of said County Road 44, a distance of 566.47 feet to the **POINT OF BEGINNING** of the herein described tract, containing 10.646 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


08/29/2024
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



J:\15000s\15200\15260\ENGINEERING-SURVEY\SURVEY\PLAT\Annexation\15260 Annexation.docx

September 18, 2024

Ms. Michelle Perez, TRMC
City Secretary
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re: Annexation of 10.646 tract of land

Dear Ms. Perez,

Angleton RV Park, LLC, owner of the referenced property, request the City of Angleton annex the below referenced property. The property is located at SH 288 and CR 44.

Tax Parcel Numbers 0380-0064-000, 0380-0064-002, 0380-066-000

The 14.913 acres is being subdivided into two lots (Lot 1 - 12.939 and Lot 2 - 1.974).

Angleton RV Park, LLC would like to tie into the sanitary sewer services.

Attached are the following documents:

1. Deed of Property
2. Proposed Service Agreement for review
3. Current Survey prepared by Darrel Heidrich, RPLS

If any additional documentation is needed, please let us know.

Sincerely,



Bhavin Divecha
Angleton RV Park, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Correction Deed of Trust

Basic Information

Date: January 9, 2024

Grantor: Angleton Park Managers, LLC

Grantor's Mailing Address:

Angleton Park Managers, LLC
P.O. Box 1754
Sugar Land, Texas 77487

Trustee: Jarrod D. Smith

Trustee's Mailing Address:

122 E. Myrtle
Angleton, Texas 77515

Lenders: David L. Smith and Jill L. Smith, a married couple

Lenders' Mailing Address:

PO BOX 248
DANBURY, TX 77534

Obligation

Note:

Date: December 8th, 2021

Original principal amount: \$600,000.00

Borrower: Angleton Park Managers, LLC

Lenders: David L. Smith and Jill L. Smith

Maturity date: December 8, 2026

Terms of Payment: As provided in the note.

Other Debt:

None.

Property (including any improvements):

Tract 1: a 4.08 acre tract of land out of a 12.94 acre tract of land out of tracts 61 and 62 of the New York and Texas land company subdivision of the J. De. J. Valderas survey, abstract 380, Brazoria county, Texas; said 12.93 acre tract containing a 4.08 acre tract and a 7.97 acre tract as described in volume 1570, page 68 of the deed records of Brazoria county, Texas, and also containing a portion of a platted road; and said 12.94 acre tract being more particularly described by metes and bounds in Exhibit "A" attached here to and made a part hereof.

Tract 2: A 0.870 acre tract of land, located within the J. De J. Valderas Survey, Abstract No. 380, being a portion of an abandoned Right of Way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County, Texas (D.R.B.C.T.), also being a portion of a called 12.94 acre tract, less and except a called 1.19 acre tract, in the name of David L. Smith and Jill L. Smith, as recorded in County Clerks File No. (C.C.F.N.) 2005067756 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.) said 0.870 acre tract being more particularly described by metes and bounds in Exhibit "B" attached here to and made a part hereof.

TOGETHER WITH AN EASEMENT FOR ACCESS AND UTILITIES FOR THE BENEFIT OF THE LENDER AND THE SECURED PROPERTY AS DESCRIBED IN A DECLARATION OF EASEMENT DATED _____, 2021 AND RECORDED IN THE REAL PROPERTY RECORDS OF BRAZORIA COUNTY AND FURTHER DESCRIBED IN EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lenders will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lenders reasonably require ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lenders, and as to property loss, that are payable to Lenders under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lenders before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lenders, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lenders of any change of address
- h. keep any and all easements in place and in full force, including the 60' easement for access and utilities created in consideration of this

transaction. Grantor shall obtain Grantee's express written consent prior to cancelling, amending or otherwise making changes to any easements affecting the subject property.

C. Lenders' Rights

C.1. Lenders or Lenders' mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lenders are subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lenders may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lenders reasonably determine that repairs to the improvements are economically feasible, Lenders will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lenders from Grantor with respect to the Obligation or this deed of trust may, at Lenders' discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lenders with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lenders in their discretion determine.

C.5. If Grantor fails to perform any of Grantor's obligations, Lenders may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lenders specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lenders as the person to be paid under the policy in the event of a loss;**

(B) the Grantor must, if required by the Lenders, deliver to the Lenders a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lenders may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lenders may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lenders or Lenders' agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lenders may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lenders to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lenders, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lenders against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lenders all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lenders will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lenders will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lenders notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lenders all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lenders may exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect. Lenders neither have nor assume any obligations as lessor or landlord with respect to any occupant of the Property. Lenders may exercise Lenders' rights and remedies under this paragraph without taking possession of the Property. Lenders will apply all

rent collected under this paragraph as required by the Texas Property Code as then in effect. Lenders are not required to act under this paragraph, and acting under this paragraph does not waive any of Lenders' other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.12. Grantor agrees to furnish on Lenders' request evidence satisfactory to Lenders that all taxes and assessments on the Property have been paid when due.

E.13. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.14. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

E.15. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lenders or other holder of the Note, Lenders or other holder of the Note may, at their sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lenders or other holder of the Note have no obligation to consent to any such sale or conveyance of the Property, and Lenders or other holder of the Note are entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lenders or other holder of the Note in their sole discretion deem appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lenders or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent

sale under a subordinate lien to which Lenders or other holder of the Note have consented will not be construed as a sale or conveyance of the Property.

E.16. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.17. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.18. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.19. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.20. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lenders' rights under this deed of trust if an attorney is retained for its enforcement.

E.21. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.22. The term Lenders includes any mortgage servicer for Lenders.

E.23. Grantor hereby grants Lenders a right of first refusal with respect to Grantor's power to authorize any third party (other than Lenders pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lenders) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lenders, within ten days after receiving written notice from Grantor, fail to pay the ad valorem taxes pursuant to Lenders' rights as set forth in this instrument.

E.24. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lenders may elect to foreclose either of the liens without waiving the other or may foreclose both.

This deed is made as a correction deed in substitution of the deed titled "Deed of Trust " ("Corrected Deed") dated December 8th, 2021, and recorded in County Clerk File No. 2021081527 of the real property records of Brazoria County, Texas, to correct the following incorrect information: **The tract of land containing 0.870 acres, called "TRACT 2" in the Corrected Deed, was left off the previous deed in error. TRACT 2 should remain in the name of Angleton Park Managers LLC.** Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

Angleton Park Managers, LLC

BY: *Manish Jain*
Manish Jain, Member/Manager

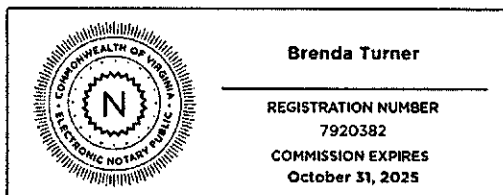
BY: Kahl Investment Group, LLC
Manager and Member

Bhavin Divecha
Bhavin Divecha, Member/Manager

STATE OF Virginia)

COUNTY OF Chesapeake)

This instrument was acknowledged before me on February 16th, 2024, by Manish Jain, Member/Manager and Bhavin Divecha, Member/Manager of Kahl Investment Group, LLC Manager and Member on behalf of Angleton Park Managers, LLC.



Brenda Turner
Notary Public, State of Virginia
My commission expires: 10/31/2025

Notarized remotely online using communication technology via Proof.

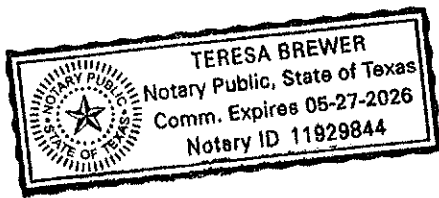
David L. Smith
David L. Smith

Jill L. Smith
Jill L. Smith

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 9, 2024, by David L. Smith and Jill L. Smith.



Teresa Brewer
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

David L. Smith
PO BOX 248
DANBURY, TX 77534

FLORIDA ACKNOWLEDGMENT

State of Florida)
 County of Broward)

On 02/19/2024 before me, Jaylen C Ford, by means of
Date Notary Name

☐ Physical Presence -- OR --

☒ Online Notarization,

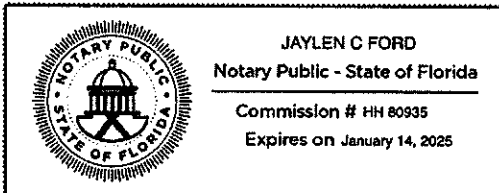
personally appeared Manish Jain
Name(s) of Signer(s)

☐ personally known to me -- OR --

☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness

☒ proved to me on the basis of satisfactory evidence: TX driver's license
Type of ID Presented

to be the individual(s) whose name(s) is/are subscribed to the within instrument, & acknowledged to me that they executed the same in their authorized capacity(ies) and by proper authority, and that by their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which they acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: Jaylen C Ford

Notary Name: Jaylen C Ford

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Correction Deed of Trust

Document Date: 02/19/2024 Number of Pages (w/ certificate): 11

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Manish Jain

- ☐ Corporate Officer Title: Manager
☐ Partner -- ☒ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer Is Representing: Kahl Investment Group, LLC

Capacity(ies) Claimed by Signer(s)

Signer's Name: N/A

- ☐ Corporate Officer Title: _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer Is Representing: _____

Exhibit "A"

FIELD NOTES OF A 4.080 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 4.080 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the West right-of-way line of State Highway 288; said rod bears South 2° 51' 59" West 620.25 feet from a 1/2" iron rod found South 43° 24' 42" West 69.10 feet from a 1/2" iron rod found at the intersection of the South right-of-way line of County Road 341 with the West right-of-way line of State Highway 288; said beginning rod also marking the Northeast corner of said 12.94 acre tract;

THENCE; South 2° 58' 05" West 259.44 feet, along the West right-of-way line of State Highway 288, to a 1/2" iron rod set at the beginning of a curve to the right having a radius of 1107.92 feet;

THENCE; Along the West right-of-way line of State Highway 288, around said curve to the right through a chord which bears South 12° 42' 48" West 380.34 feet to a 5/8" iron rod found for corner at the Southeast corner of said 12.94 acre tract;

THENCE; North 89° 46' 00" West 219.57 feet, along the South line of said 12.94 acre tract, to a 5/8" iron rod found for corner in the East line of a 60 foot platted road;

THENCE; North 0° 16' 24" East 631.78 feet, along the East line of said 60 foot platted road, to a 1/2" iron rod set for corner in the North line of said 12.94 acre tract;

THENCE; South 89° 32' 55" East 313.72 feet, along the North line of said 12.94 acre tract, to the place of beginning.

Said tract therein containing 4.080 acres of land.

FIELD NOTES OF A 0.752 ACRE TRACT CONTINUED.....PAGE 2 OF 2

Exhibit "A"

THENCE; South 54° 41' 01" West 445.71 feet to the place of beginning.

Said tract therein containing 0.752 acres of land.

Exhibit "B"**FIELD NOTES FOR 0.870 ACRE**

Description of a 0.870 acre tract of land, located within the J. De J. Valderas Survey, Abstract No. 380, being a portion of an abandoned Right-of-Way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County Texas (D.R.B.C.T.), also being a portion of a called 12.94 acre tract, less and except a called 1.19 acre tract, in the name of David L. Smith and Jill L. Smith, as recorded in County Clerks File No. (C.C.F.N.) 2005067756 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), said 0.870 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod, found for corner, being at the intersection of East line said abandoned R.O.W. and the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract, from which a 5/8-inch iron rod found at the Northeast corner of said called 12.94 acre tract, less and except a called 1.19 acre tract, bears North 87°20'06" East, a distance of 313.70 feet;

THENCE South 02°50'35" East, along the East line of said abandoned R.O.W., over and across said called 12.94 acre tract, less and except a called 1.19 acre tract, a distance of 631.23 feet to a 1/2-inch iron rod found for corner, being at the intersection of the East line of said abandoned R.O.W. line and the South line of said called 12.94 acre tract, less and except a called 1.19 acre tract;

THENCE South 89°30'30" West, along the South line of said called 12.94 acre tract, less and except a called 1.19 acre tract, over and across said abandoned R.O.W., a distance of 60.50 feet to a 1/2-inch iron rod found for corner;

THENCE North 02°46'56" West, along the West line of said abandoned R.O.W., over and across said called 12.94 acre tract, less and except a called 1.19 acre tract, a distance of 628.93 feet to a 1/2-inch iron rod found for corner, being at the intersection of the West line of said abandoned R.O.W. line and the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract;

THENCE North 87°20'06" East, along the North line of said called 12.94 acre tract, less and except a called 1.19 acre tract, over and across said abandoned R.O.W., a distance of 59.78 feet to the **POINT OF BEGINNING** of the above referenced tract of land, containing 0.870 acre of land, more or less.

A boundary survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Exhibit "C"

FIELD NOTES OF A 0.752 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.752 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the South corner of a 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE; North 54° 41' 01" East 435.60 feet, along the Southeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner at the East corner of said 2.00 acre tract;

THENCE; North 44° 02' 51" West 139.76 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for the place of beginning of the herein described tract;

THENCE; North 44° 02' 51" West 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre and the most northerly Northwest corner of said 7.995 acre tract;

THENCE; North 54° 41' 01" East (Reference Bearing) 475.14 feet, along the Northwest line of said 7.995 acre tract, to a 5/8" iron rod found for angle point;

THENCE; South 89° 32' 55" East 99.50 feet, along the North line of said 7.995 acre tract, to a 1/2" iron rod set for corner in the West right-of-way line of a 60 foot road platted road;

THENCE; South 0° 19' 27" West 60.00 feet, along the West line of said 60 foot platted road, to a 1/2" iron rod set for corner;

THENCE; North 89° 32' 01" West 81.46 feet to a 1/2" iron rod set for angle point;

Exhibit "C"

PROPOSED 60 FOOT ROAD EASEMENT:

FIELD NOTES OF A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the West corner of said 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE; North 54° 41' 01" East (Reference Bearing) 435.60 feet, along the Northwest line of said 2.00 acre tract; to a 1/2" iron rod found for corner at the North corner of said 2.00 acre tract;

THENCE; South 44° 02' 51" East 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner;

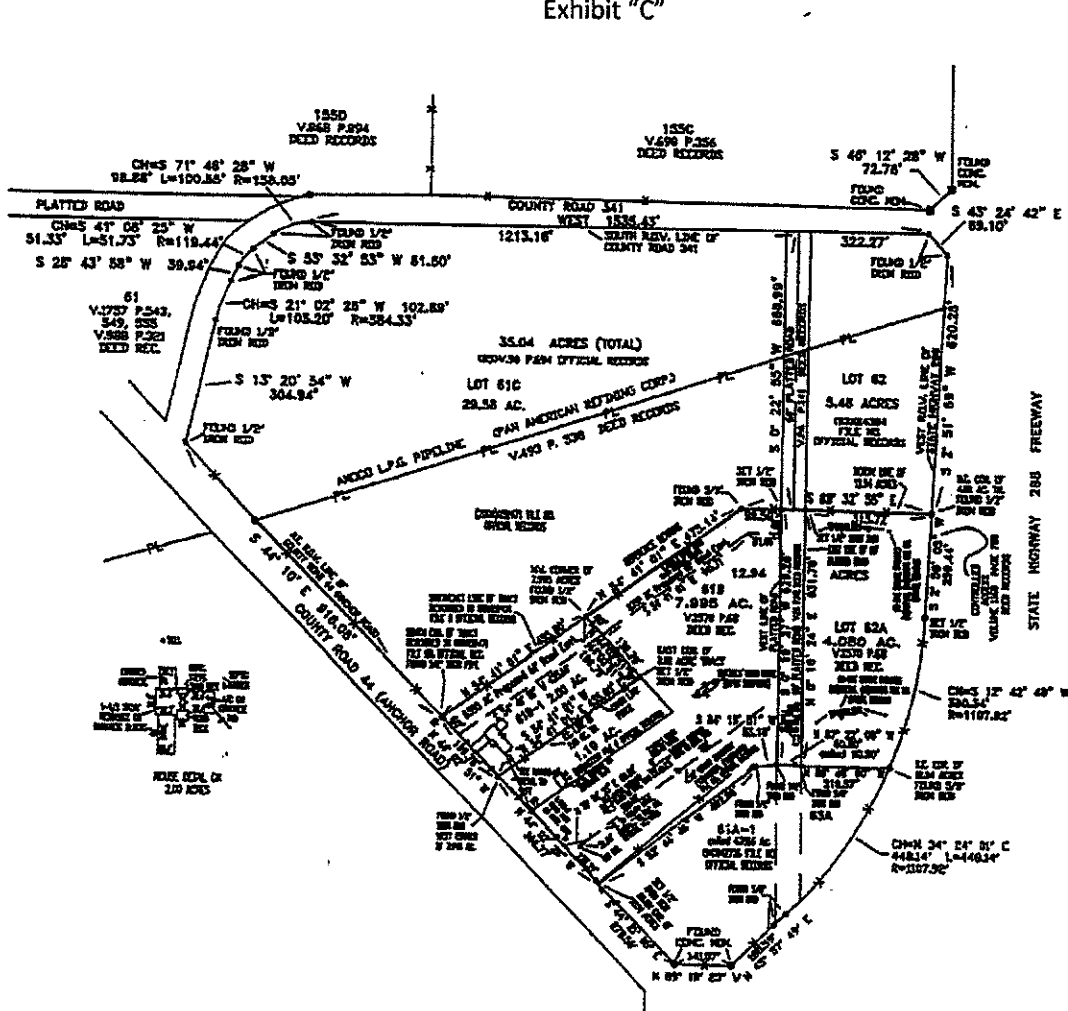
THENCE; South 54° 41' 01" West 435.60 feet to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44;

THENCE; North 44° 02' 51" West 60.00 feet, along the Northeast right-of-way line of County Road 44, to the place of beginning.

Said tract therein containing 0.593 acres of land.

PURCHASER: ANGLETON PARK MANAGERS, LLC
 DE-ATC021113629

Exhibit "C"



NOTES:

1. ALL SET 1/2" IRON PIPE HAVE CAP STAMPED STRD, R.P.L.S. 2012.
2. THE RIGHT-OF-WAY OF COUNTY ROAD 341 ON THE WEST END IS BASED ON THE CENTERLINE OF THE EXISTING PAVEMENT AND A SIXTY FOOT RIGHT-OF-WAY.
3. THE 1.179 ACRES IS PART OF THE 7.995 ACRES.

A PLAT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 7.995 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

A PLAT OF A 4.080 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 4.080 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

A PLAT OF A 2.000 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.000 ACRES BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 1806, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

PROPOSED 80 FOOT ROAD EASEMENT:
 A PLAT OF A 0.792 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.792 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

PROPOSED 80 FOOT ROAD EASEMENT:
 A PLAT OF A 0.583 ACRE TRACT OUT OF A 2.000 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDEZ SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 0.583 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS ATTACHED.

SCALE: 1" = 20'

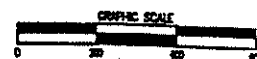
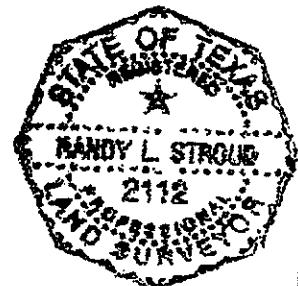
41 22-5-2

11-20-21, 12-1-21, 12-3-21

THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN NOVEMBER, 2021. THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS INDICATED, THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS, BEING WITHIN THE BOUNDARIES OF THE PROPERTY LINES THE DISTANCES INDICATED. I HAVE LOCATED THE APPARENT ENCROACHMENTS SHOWN ON THE PLAT HEREON.

CERTIFIED: Randy L. Stroud
 RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE #2112

FROM THE OFFICE OF:
 RANDY L. STROUD, P.E.
 P.O. BOX 160206
 201 SOUTH VESLCO
 ANGLETON, TEXAS 77515
 979-848-3141



FILED and RECORDED**Instrument Number: 2024007411**

Filing and Recording Date: 02/21/2024 02:19:10 PM Pages: 18 Recording Fee: \$89.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman", is written over a horizontal line.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

ccclerk-kaegan

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed with Vendor's Lien

Date: December 8, 2021

Grantor: David Smith and Jill Smith, a married couple

Grantor's Mailing Address:

P.O. Box ~~248~~ 618
Danbury, Texas 77534

Grantee: Angleton RV Park LLC

Grantee's Mailing Address:

P.O. Box 1754
Sugarland Texas 77487

Consideration:

A note of even date executed by Grantee and payable to the order of Allegiance Bank in the principal amount of TWO MILLION TWO HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$2,224,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Allegiance Bank and by a first-lien deed of trust of even date from Grantee to Ramon A. Vitulli, III, trustee.

Property (including any improvements):

Tract 1: A 7.995 acre tract out of a 12.94 acre tract out of a Tracts 61 and 62 of the New York and Texas Land Company Subdivision of the J.DE J. Valderas Survey, Abstract 380, Brazoria County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached here to and made a part hereof.

Tract 2: A 2.00 acre tract out of Tract 61 of the New York and Texas Land Company Subdivision of the J.DE. J Valderas Survey, Abstract 380, Brazoria County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached here to and made a part hereof.

**FILED BY
ALAMO TITLE COMPANY
GF# 81-ATCH 2113633**

Reservations from Conveyance:**Dominant Estate Property (including any improvements):**

A 4.08 acre tract of land out of a 12.94 ACRE TRACT OF LAND OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 12.93 ACRE TRACT CONTAINING A 4.08 ACRE TRACT AND A 7.97 ACRE TRACT AS DESCRIBED IN VOLUME 1570, PAGE 68 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND ALSO CONTAINING A PORTION OF A PLATTED ROAD; AND SAID 12.94 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" ATTACHED HERE TO AND MADE A PART HEREOF.

Easement Property: A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND

A 0.752 ACRE TRACT OUT OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS;

SAID 0.593 ACRE TRACT AND SAID 0.752 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to County Road 44, and for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of utilities or drainage and related facilities

For Grantor and Grantor's heirs, successors, and assigns, in common with Grantee and Grantee's heirs, successors, and assigns, a reservation of an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, in accordance with the terms and conditions set forth below.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing

instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Allegiance Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Allegiance Bank and are transferred to Allegiance Bank without recourse against Grantor.

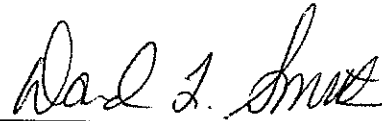
The following terms and conditions apply to the easement:

1. *Character of Easement.* The easement is appurtenant to and runs with the Dominant Estate Property and all portions of it, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any portion of it. The easement binds and inures to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.
2. *Duration of Easement.* The easement is perpetual.
3. *Exclusiveness of Easement.* The easement is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to convey the easement or other rights or easements to others.
4. *Secondary Easement.* In addition, the holder of the easement has the right to use as much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to construct and maintain a road reasonably suited for the Easement Purpose. However, the holder must promptly restore any adjacent property to its previous physical condition if changed by the use of the rights granted by this secondary easement.
5. *Maintenance.* Improvement and maintenance of the Easement Property will be at the sole expense of the holder of the easement. The holder has the right to eliminate any encroachments into the Easement Property. The holder of the easement will maintain the Easement Property in a neat and clean condition.

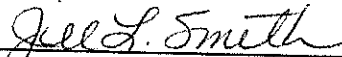
6. *Grantee's Rights.* Grantee and Grantee's heirs, successors, and assigns have the right to use the surface of the Easement Property for all purposes that do not unreasonably interfere with or interrupt the use of the easement.

7. *Indemnity by Easement Holder.* The holder of the easement agrees to indemnify, defend, and hold Grantee and Grantee's successors in interest harmless from any loss, attorney's fees, court and other costs, expenses, or claims attributable to breach or default of any provision of this easement by the holder.

When the context requires, singular nouns and pronouns include the plural.



DAVID L. SMITH

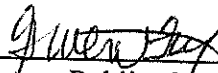


JILL L. SMITH

STATE OF TEXAS)

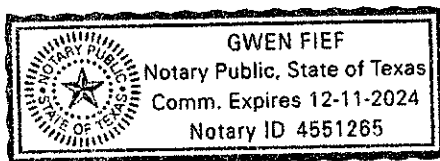
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 9, 2021, by DAVID L. SMITH and JILL L. SMITH.



Notary Public, State of Texas

My commission expires: _____



AFTER RECORDING RETURN TO:

Angleton RV Park LLC
P.O. Box 1754
Sugar Land, TX 77487

EXHIBIT "A"

Order No.: ATCH21113633

TRACT I: FEE

FIELD NOTES OF A 7.995 ACRE TRACT OUT OF A 12.94 ACRE TRACT OUT OF TRACTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 7.995 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the South corner of a 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE: North 54° 41' 01" East 435.60 feet, along the Southeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner at the East corner of said 2.00 acre tract;

THENCE: North 44° 02' 51" West 199.76 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre and the most northerly Northwest corner of said 12.94 acre tract;

THENCE: North 54° 41' 01" East (Reference Bearing) 475.14 feet, along the Northwest line of said 12.94 acre tract, to a 5/8" iron rod found for angle point;

THENCE: South 89° 32' 55" East 99.50 feet, along the North line of said 12.94 acre tract, to a 1/2" iron rod set for corner in the West right-of-way line of a 60 foot road platted road;

THENCE: South 0° 19' 27" West 629.26 feet, along the West line of said 60 foot platted road, to a 1/2" iron rod found for corner in the South line of said 12.94 acre tract;

THENCE: South 84° 15' 51" West 53.18 feet, along the South line of said 12.94 acre tract, to a 1/2" iron rod found for angle point;

THENCE: South 52° 44' 46" West 492.89 feet, along the South line of said 12.94 acre tract, to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44 at the South corner of said 12.94 acre tract;

THENCE: North 44° 02' 26" West 366.77 feet, along the Northeast right-of-way line of County Road 44, to the PLACE OF BEGINNING. Said tract therein containing 7.995 acres of land, more or less.

TRACT II: FEE

FIELD NOTES OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRES BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the Northeast right-of-way line of County Road 44, (Anchor Road), said pipe marking the South corner of a tract described in a deed recorded in File 2009-052471 of the Official Records of Brazoria County, Texas;

EXHIBIT "A"

(continued)

THENCE; North 54°41'01" East, (Reference Bearing) 435.60 feet, along the Southeast line of said tract described in a deed recorded in File 2009-052471 of the Official Records of Brazoria County, Texas; to a 1/2" iron rod found for corner at the Northwest corner of a 7.995 acre tract out of a 12.94 acre tract out of Tracts 61 and 62;

THENCE; South 44°02'51" East 199.76 feet, along an interior line of said 7.995 acre tract, to a 1/2" iron rod set for corner;

THENCE; South 54°41'01" West 435.60 feet, along an interior line of said 7.995 acre tract, to a 1/2" iron rod found for corner in the Northeast right-of-way line of County Road 44 at the West corner of said 7.995 acre tract;

THENCE; North 44°02'51" West 199.76 feet, along the Northeast right-of-way line of County Road 44, to the PLACE OF BEGINNING. Said tract containing 2.00 acres of land, more or less.

TRACT III: EASEMENT ESTATE

FIELD NOTES OF A 0.593 ACRE TRACT OUT OF A 2.00 ACRE TRACT OUT OF TRACT 61 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS; SAID 2.00 ACRE TRACT IS KNOWN AS TRACT 61B-1 AND IS DESCRIBED IN A DEED RECORDED IN VOLUME 1606, PAGE 52 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 0.593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Northeast right-of-way line of County Road 44; said rod marking the West corner of said 2.00 acre tract known as Tract 61B-1 and described in a deed recorded in Volume 1606, Page 52 of the Deed Records of Brazoria County, Texas; said rod also marking the most westerly Northwest corner of said 12.94 acre tract;

THENCE: North 54°41'01" East (Reference Bearing) 435.60 feet, along the Northwest line of said 2.00 acre tract, to a 1/2" iron rod found for corner at the North corner of said 2.00 acre tract;

THENCE: South 44°02'51" East 60.00 feet, along the Northeast line of said 2.00 acre tract, to a 1/2" iron rod set for corner;

THENCE: South 54°41'01" West 435.60 feet to a 1/2" iron rod set for corner in the Northeast right-of-way line of County Road 44;

THENCE: North 44°02'51" West 60.00 feet, along the Northeast right-of-way line of County Road 44, to the Place of Beginning; said tract containing 0.593 acres of land, more or less.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

FILED and RECORDED**Instrument Number: 2021081594**

Filing and Recording Date: 12/13/2021 01:32:25 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, which appears to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

ccclerk-cynthia

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERSTO THE MAYOR OF THE GOVERNING BODY OF Angleton, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.016, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Angleton, Texas, the following described territory, to wit:

(Here describe the territory covered by the petition)

- Annexation of 10.646 track of land

We certify that the above described tract of land is contiguous and adjacent to the City of Angleton, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

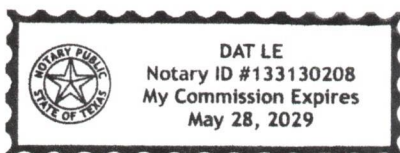
Signed: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

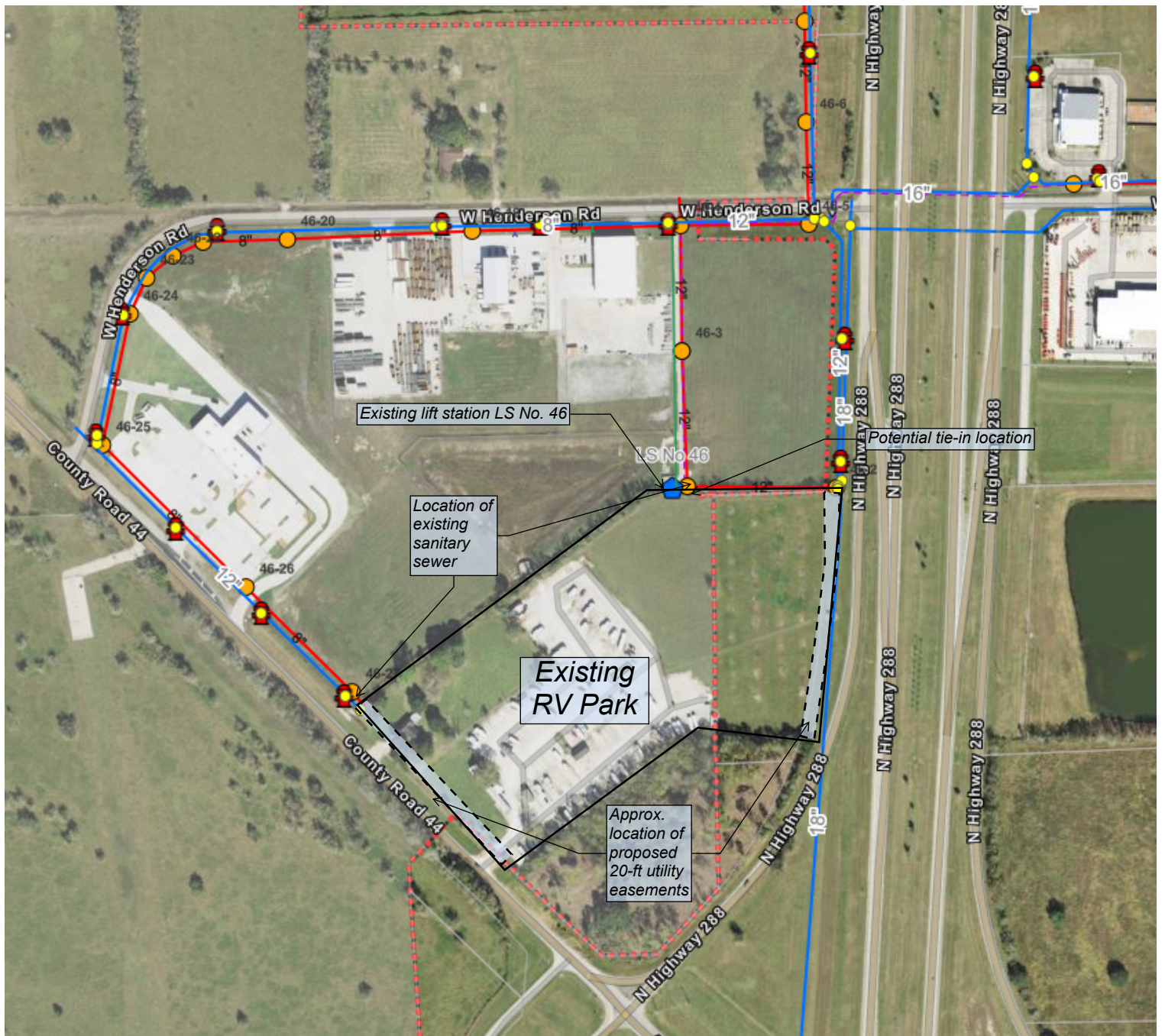
BEFORE ME, the undersigned authority, on this day personally appeared BHAVIN DWECHA, N/A, and N/A, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of JULY, 2025.



Notary Public in and for

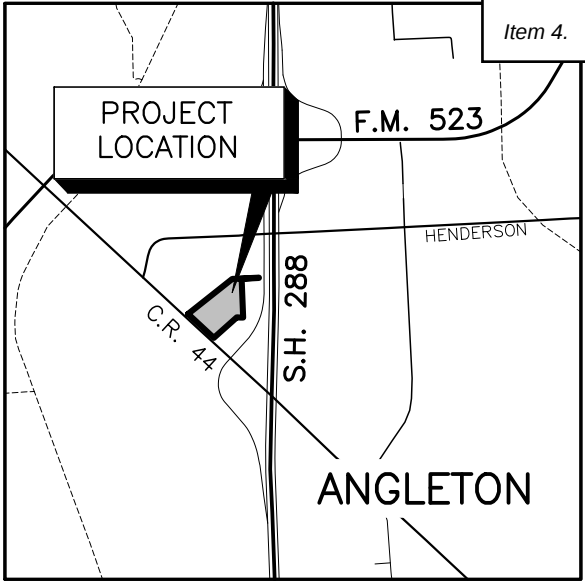
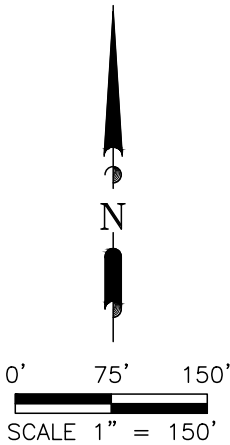
HARRIS County, Texas.



BRAZORIA COUNTY, TEXAS
JOSE DE JESUS VALDERAS SURVEY
ABSTRACT NO. 380

LEGEND

O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS
BRAZORIA COUNTY, TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA
COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS BRAZORIA
COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S
FILE NUMBER
VOL, PG. = VOLUME, PAGE
○ = 5/8" I.R.C. SET
"BAKER & LAWSON"
● = FOUND MONUMENT
(AS NOTED)
I.R. = IRON ROD
I.R.C. = IRON ROD W/CAP
P.O.B. = POINT OF BEGINNING



VICINITY MAP

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS AS FOUND.



Darrel Heidrich 8/29/2024
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

PROPOSED ANNEXATION
10.646 ACRES

BEING A PORTION OF
A CALLED 7.995 ACRE
& A CALLED 2.00 ACRE TRACT
C.C.F.N. 2021081594
O.P.R.B.C.T.
AND A
CALLED 4.080 ACRE TRACT
C.C.F.N. 2021081526
O.P.R.B.C.T.
AND A
AN ABANDONED R.O.W.
VOLUME, 1601, PAGE 878
D.R.B.C.T.

JOSE DE JESUS VALDERAS SURVEY
ABSTRACT NO. 380
BRAZORIA COUNTY, TEXAS



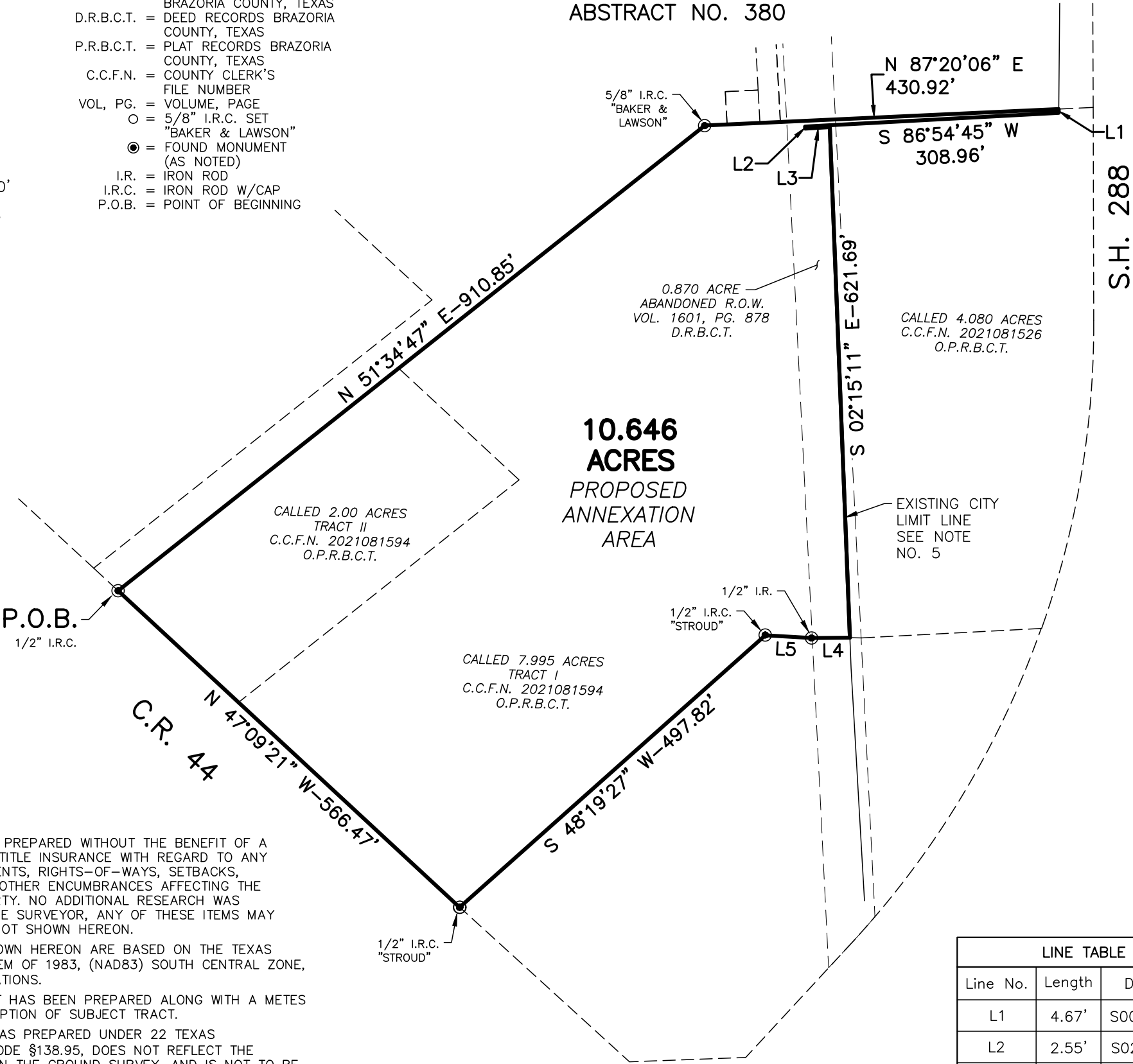
Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

DRAWING NO.: 15260 ANNEXATION	DRAWN BY: DH	CKED	41
JOB NO.: 15260	SCALE: 1" = 150'	DATE: 8/29/2024	REV. N

SURVEYORS NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.
- THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
- CITY LIMIT LINE SHOWN HEREON PROVIDED IN CADD FORMAT BY THE CITY OF ANGLETON.
- THIS IS NOT A BOUNDARY SURVEY, AND SHOULD NOT BE USED FOR CONVEYANCE.

LINE TABLE		
Line No.	Length	Direction
L1	4.67'	S00°31'39"W
L2	2.55'	S02°17'12"E
L3	30.06'	N86°27'11"E
L4	46.61'	S89°30'30"W
L5	56.39'	N86°35'30"W



**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF ANGLETON, TEXAS
AND BHAVIN DIVECHA, ANGLETON RV PARK
AND RESORT**

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Angleton, Texas, a home-rule municipality of the State of Texas, ("City") and Angleton RV Park LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home-rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0672 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Angleton, Texas, which consists of approximately 10.646 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Angleton City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City’s Fire Department and EMS will provide emergency medical services.
 - iv. Planning, Zoning, and Building – The City’s Development Services will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. The existing private parks, facilities, and buildings will be unaffected by the annexation and remain the responsibility of the OWNER.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets - The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Water and Wastewater
 1. Existing, occupied Recreation Vehicles that are using water-well on the effective date of annexation may continue to use the same. If a property owner desires to connect to the City water and sewer system, then the owner may request a connection at the Owner’s expense. Once connected to the City’s water and sanitary

sewer mains, the water and sanitary sewage service will be provided by the City at rates establish by City ordinances for such service.

All property facilities and infrastructure are grandfathered in acceptable of code enforcement and will not be required to meet City of Angleton code enforcement standards.

- viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - ix. Code Compliance – The City’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
 - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Brazoria County, Texas construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.
 11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF ANGLETON

ANGLETON RV PARK LLC

By: _____
John Wright, Mayor

By: _____
Name: _____
Title: _____

Attest:

City Secretary

Approvals:
M&C _____
Ordinance No. _____

State of Texas §
County of Brazoria §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by John Wright, Mayor of the City of Angleton, a Texas home rule municipality.

By: _____

Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, _____ of [Name of individual signing, title (if
any)] on behalf of said _____ [insert name of company or individual
where applicable].

By: _____

Notary Public, State of Texas



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 8, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20250923-005 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Brazoria County Appraisal District (BCAD) Board of Director's terms expire December 31, 2025. Susan Spoor currently serves on the Board of Directors as a representative of Angleton and is interested in being renominated.

We reached out to residents by social media requesting that they fill out an application if they were interested in being nominated. Four applications were submitted by the following applicants:

- David Cervenka
- Gary Dickey
- John Henry
- Susan Spoor

Council can nominate up to two Candidate(s) to be placed on the ballot for voting in December to serve a four-year term.

A resolution for nominee(s) must be submitted to BCAD by the October 15 deadline.

RECOMMENDATION:

Staff recommends Council nominate a candidate(s) and approve the resolution of nominated candidate(s).

RESOLUTION NO. 20250923-005

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY
OF ANGLETON, TEXAS NOMINATING CANDIDATE(S)
FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE BRAZORIA COUNTY APPRAISAL DISTRICT.**

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to two candidate(s) to fill the two (2) positions of the Board of Directors of the Brazoria County Appraisal District for a four-year term of office commencing on January 1, 2026; and

WHEREAS, this governing body of the taxing unit, City of Angleton, desires to exercise its right to nominate the said candidate(s) for such position on said board of directors.

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

SECTION 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

SECTION 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a four-year term of office commencing on January 1, 2026:

1. Candidate Name: _____ Address: _____

2. Candidate Name: _____ Address: _____

SECTION 3. That the presiding officer of the governing body of this taxing unit be, and that he is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2025.

{SIGNATURE PAGE TO FOLLOW}

PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER 23, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 5.

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

September 3, 2025

Ms. Lupe Valdez
Interim City Manager of Angleton
121 S. Velasco
Angleton, TX 77515

Dear Ms. Valdez,

In reference to the appointment of the Appraisal District Board of Directors, each voting taxing unit in Brazoria County nominates **by resolution**, up to two candidate(s) to fill the two (2) appointed positions on the Board of Directors that expire on December 31, 2025. These nominations (names and addresses) must be submitted to the Chief Appraiser before **October 15, 2025**. (See Step 1 on Calendar)

Enclosed is a list of the two current appointed board members with space to add different nominees if your board chooses to. (**Nominate up to a total of two candidates**)

Your 2024 total tax levy was **\$ 9,212,675**. This tax levy has entitled your taxing unit to **17** votes for the two (2) directors to be appointed.

The voting process will begin before October 30, 2025 once all nominations have been received.

Please address all submissions to Marcel Pierel, Chief Appraiser, at the above address, or you may email submissions to mpierel@brazoriacad.org or fax to 979-849-7984.

Sincerely,



Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

2025 APPOINTED BOARD OF DIRECTORS CALENDAR

Before Oct. 1
(September 3, 2025)

The chief appraiser notifies each voting taxing unit of the process for the election of the Board of Directors and the number of votes it is entitled to cast.

Each voting unit may nominate one candidate for the two appointed positions to be filled. Since two appointed director positions expire on December 31, 2025, **the unit may nominate up to two candidates.**

Before Oct. 15

The presiding officer of the unit submits the **names and addresses** of the **two** nominees **by written resolution** to the chief appraiser.

For director's eligibility, visit the link below.

<https://comptroller.texas.gov/taxes/property-tax/docs/96-301.pdf>

Before Oct. 30

The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.

Before Dec. 15

Each voting unit cast votes for any of the candidates on the ballot and submits it to the chief appraiser **by written resolution.** The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

Before Dec. 31

The chief appraiser counts the votes and certifies the two candidates who receive the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all nominated candidates of the outcome.

If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

**BRAZORIA COUNTY APPRAISAL DISTRICT
APPOINTED BOARD OF DIRECTORS 2025**

NOMINATIONS

PLEASE CHECK THE BOX NEXT TO YOUR NOMINEES

**YOU MAY CHOOSE A TOTAL OF TWO NOMINEES
FROM CURRENT MEMBERS AND/OR NEW NOMINEES**

CURRENT MEMBERS TERM ENDING

- | | | |
|----|--------------------------|---------------|
| 1. | ☐ | Susan Spoor |
| 2. | ☐ | Gail Robinson |

NEW NOMINEES/CANDIDATES IF YOU CHOOSE TO

Please provide name and address for new nominees

- | | | |
|----|--------------------------|-------|
| 3. | ☐ | _____ |
| 4. | ☐ | _____ |

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

RESOLUTION NO. _____

A RESOLUTION OF THE _____
OF THE _____

NOMINATING CANDIDATE(S) FOR AN APPOINTED POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to two candidate(s) to fill the two (2) positions of the Board of Directors of the Brazoria County Appraisal District for a four-year term of office commencing on January 1, 2026; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE _____
OF THE _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

Name & Address: _____

Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2025.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2025.

Presiding Officer

ATTEST:

Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/23/2025

PREPARED BY: Susie J Hernandez, Finance Director

AGENDA CONTENT: Discussion and Possible Action on 2024-2025 fiscal year Budget at year end by amending the ABLC, (40), ANGELTON REC (50) ANGLETON ACTIVITY CENTER (60)

AGENDA ITEM SECTION: Regular Meeting

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The flowing are the explanation to each fund:

The ABLC (40) had several increases and decreases to both Revenues and Expenses will make and adjustment of **\$134,724**

The Angleton Recreation Center (50) had several increases and decreases to both Revenue and Expenses will make an adjustment of **\$8,624**

The Angleton Activity Center has several increases and decreases both to Revenues and Expenses will made an adjustment of **\$91,881**

Amendments were left out of the original budget recommended adjustments in January 2025.

RECOMMENDATION:

Approve Ordinance No. 20250923-006 amending the 2024-2025 fiscal year budget.

ORDINANCE NO. 20250923-006

AN ORDINANCE AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY AMENDING THE ANGLETON BETTER LIVING CORPORATION, ANGLETON RECREATION CENTER, ANGLETON ACTIVITY CENTER; PROVIDING A PUBLIC NECESSITY; SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Angleton adopted the City Budget for fiscal year 2024-2025 at a regular meeting of the Council held in September of 2024; and

WHEREAS, the ABLC had increases and decreases both to Revenues and Expenses in the amount of \$134,724; and

WHEREAS, the Angleton Recreation Center had increases and decreases to expense in the Fund that equal \$8,624 ; and

WHEREAS, the Angleton Activity Center had increases and decreased to the Revenues and Expenses in the amount of \$91,881; and

WHEREAS, there were numerous increases and decreases in miscellaneous minor funds from budgeted amounts, and there were new funds created after adoption of the budget.

WHEREAS, these amendments to the 2024-2025 City Budget for fiscal year 2024-2025 are for municipal purposes; and

WHEREAS, the City Council has determined that passage of this amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention:

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

SECTION 1. That the matter and facts recited in the preamble hereof are hereby found and determined to be true and correct and are made a part of this Ordinance for all purposes.

SECTION 2. That the following amendments to the City Budget for fiscal year 2024-2025 as set forth in the attached Exhibit A are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety.

SECTION 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not

be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that a quorum of the City Council was present.

SECTION 5. That the Finance Director shall file a true and correct copy of this ordinance with all attachments with the County Clerk of Brazoria County, Texas.

SECTION 6. This ordinance shall become effective September 23, 2025.

PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michele Perez, TRMC, CMC
City Secretary

**Exhibit A- Ord.
FYE 2025 MID Year Budget Amendment (2)**

Line Item Number	Description	Current Budget	Increase/ (Decrease)	Amended Budget
ABLC Fund (40)				
40-300-900	Transfer from Fund Balance	-	(134,724)	(134,724)
				-
				-
	ALC Fund Revenues			
	Total Revenue Increase/(Decrease)		(134,724)	
	ABLC Fund Expenses			
40-506-520	ABLC Contingency	125,664	(125,664)	-
40-506-700	Transfer to Fund Balance	58,075	(58,075)	-
40-506-701	Transfer to General Fund	409,039	276,918	685,957
40-506-760	Transfer to Act Ctr	550,876	41,587	592,463
40-506-761	Transfer to Rec Operations	440,500	(42)	440,458
	ABLC Fund Expenses			
	Total Expense Increase/(Decrease)		134,724	

**Exhibit A- Ord.
FYE 2025 MID Year Budget Amendment (2)**

Line Item Number	Description	Current Budget	Increase/ (Decrease)	Amended Budget
Angleton Rec Center Fund (50)				
50-300-740	Transfer from ABLC Fund Balance	436757	3701	440,458
50-300-817	Senior Programs	8318	4923	13,241
	Angleton Rec Center Fund (50)			
	Total Revenue Increase/(Decrease)		8,624	
	Angleton Rec Center Fund Expenses			
50-506-216	Vehicle Supplies	4,000	1,000	5,000
50-506-417	Senior Programs	19,000	5,464	24,464
50-506-458	Contract Labor	2,268	2,160	4,428
	Total Expense Increase/(Decrease)		8,624	8,624
	Angleton Activity Center (60)			
60-300-711	Family Membership	174336	30,294	204,630
60-300-740	Transfer from ABLC	550,876	41,587	592,463
60-300-818	Miscellaneous Programs	1,500	20,000	21,500
	Angleton Activity Center Fund Revenues			
	Total Revenue Increase/(Decrease)		91,881	
	Angleton Activity Center Expense			
60-506-106	Rec-Center PT Salaries	188,540	91,881	280,421
	Total Expense Increase/(Decrease)		91,881	



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/23/25

PREPARED BY: Council Member Blaine Smith

AGENDA CONTENT: Discussion on proposing an ordinance to ban eight liner gaming machines within city limits.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Discussion on a Possible Ordinance to ban eight liner Machines in the city limits of Angleton

RECOMMENDATION:

To discuss and have staff draft a ordinance that will ban eight liner Machines