



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, JULY 22, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

## 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.*

## 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.*

1. Discussion and possible action to approve the purchase and installation of an automatic transfer switch for the wastewater treatment plant with Instrumentation Inc., in the amount of \$88,070.00.

## REGULAR AGENDA

2. Update and discussion on the status of the Texas Department of Transportation (TxDOT) projects, presented by Maria Aponte, TxDOT representative.
3. Discussion and possible action on a request to reconsider the 6/10/2025 Action taken on a Final Plat extension for Mulberry Fields Subdivision, for 41 single-family lots, 2 reserves,



3 blocks on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

4. Discussion and possible action on the Austin Colony Subdivision, First Amendment to the Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC. and the City of Angleton, Texas.
5. Update and discussion on the Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, currently a Specific Use Permit within a Single-family Residential 7.2 District (SF-7.2).
6. Update, discussion and possible action on Wayne Street repairs.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

### 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](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, July 18, 2025, by 6:00 p.m. and remained so posted continuously for at least 72 hours 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](mailto:cmartin@angleton.tx.us).*





## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** 7/22/25

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Purchase of Automatic Transfer Switch

**AGENDA ITEM SECTION:** Consent Agenda

---

**BUDGETED AMOUNT:** N/A **FUNDS REQUESTED:** \$88,070.00

**FUND:** 108-571-205.2

**EXECUTIVE SUMMARY:** This item is for the purchase of an automatic transfer switch at the wastewater treatment plant. The automatic transfer switch is a mechanism that will automatically turn on the generator and swap the power over to the emergency generator power. This is extremely important during any power outage. Currently our operators must be on site to manually switch the generator power over during an outage. Then when power is restored, they must be on site to manually switch the power to normal power. This is a safety concern for our operators, also not very efficient as the plant can be without power for a duration until it's manually switched. Three bids were solicited for this purchase.

**RECOMMENDATION:** Staff recommends approval of the purchase, and installation, of a new automatic transfer switch through Instrumentation Inc for the amount of \$88,070.00.





# QUOTATION

P.O. Box 1182  
Clute, Tx 77531  
Phone: (979) 265-8163

DATE July 7, 2025  
QUOTATION # 153

**BILL TO**

Javier Gonzalez  
City of Angleton  
832-687-8805  
jgonzalez@angleton.tx.us

QUOTATION VALID UNTIL August 6, 2025

PREPARED BY Brian Mears

## SCOPE OF WORK

The following estimate is to provide labor, material, tools, and equipment necessary to install a 2000A 480v/277v auto transfer switch for main service and generator. If Instrumentation Inc. is awarded the project, this will be a not to exceed quote and perform the work on a cost plus basis to try and save the city some cost.

SERVICE		AMOUNT
Labor		\$ 38,000.00
Auto Transfer Switch		\$ 16,570.00
Wire and Material		\$ 33,500.00
	<b>TOTAL</b>	<b>\$ 88,070.00</b>

*Net 30 Payment Terms*

If you have any questions concerning this quotation, please reach out to Brian at (512) 801-0748 or brian.mears@instrumentationinc.com

**THANK YOU FOR YOUR BUSINESS!**




**An ESOP Company**

1708 Oak Tree Dr.  
Houston, TX 77080  
P: 713.984.9342  
F: 713.984.1412  
www.Pieperhouston.com

## PRICE QUOTATION SHEET

DATE: 3-31-2025/ 7-8-2025 Rev.1

PROJECT NAME: **City of Angleton ATS/Generator**

TAX: ( ) INCLUDED ON MATERIALS ( X ) NOT INCLUDED

ADDENDUMS ACKNOWLEDGED: (0)

### GENERAL QUALIFICATIONS:

1. No disposal of hazardous material found on site. No work in or around hazardous material. Owner shall certify project is free of hazardous substances prior to start of work.
2. Pieper Houston Electric will perform work in compliance with Table 1 of the OSHA Crystalline Silica Standard for construction as stated in the PHE written exposure control plan. PHE will not be subject to or responsible for added protection for its employees from crystalline exposures created by other contractors.
3. Pieper Houston Electric is in full compliance with NFPA70E. No work shall be done on energized equipment unless a risk of loss of life is affected by the shutdown.
4. The price is based on drawings and specifications dated \_\_\_\_\_.
5. All work to be performed during normal business hours which are 7:00AM-3:30PM Monday-Friday unless otherwise noted below.
6. Quotation is subject to a mutually acceptable subcontract agreement and release of lien documents.
7. Subcontractor shall have no liability for defective plans and specifications or any errors or omissions in any design documents furnished by contractor or project owner.
8. Due to the volatility of the copper commodity markets, pricing is Valid for 14 days from the date to this quotation. Copper pricing is based on the LME spot price as of the date of the quotation. Commitments received after the expiration of 14 days shall be revised up or down based on the LME Spot price.
9. PHE will make every effort to maintain contract negotiated pricing but have no control over potential TARIFF upcharges.

### EXCLUSIONS:

1. Overtime expense.
2. Fuel piping connections for generators.
3. Trash removal from site and any specialty dumpsters.
4. Utility Co. charges and fees.
5. Bond fees.
6. Permit fees.
7. Repair of any existing wall and ceiling finishes.
8. Painting of surface mounted raceways.
9. Repair or replacement of any existing code violations.
10. Replacement, repair, relocation, or removal of existing to remain electrical, unless otherwise noted below.
11. Arc-flash studies, coordination studies, infrared scanning, neta testing, outlet testing, etc. unless otherwise marked included below.

### INCLUSIONS:

1. Electrical scope of work per electrical walk to include:
  - Provide and install (1) 600V 2000A SER N3R ATS with housekeeping pad
  - Rework existing feeder from Main Distribution to ATS located at lower level
  - Install new conductors form ATS to generator tap box and splice to existing conductors going to generator using existing conduits
  - Provide control wiring and start/stop using existing conduits
  - Rework/add cable tray for ATS
  - Rework any electrical to accommodate for ATS.



- Overtime allowance for tie-ins
- Rental equipment

**Base Bid:**

**\$128,618.00**

**Current lead time on ATS is 27-29 weeks**

If you have any questions concerning this quotation please do not hesitate to call our office.

Respectfully Submitted,

Paul Kurlander  
Service Director  
Office: 713.984.9342  
Mobile: 713.497.9025  
Email: paulk@pieperhouston.com

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas 78711  
1-800-803-9202, 512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)



5931 Brittmoore Rd. Houston, TX 77041  
Tel: 713.434.2300 Fax: 713.434.2394

Quote#: 00006859    Date: 07/07/2025    Sales Rep: Donny Martin    Prepared by: Donny Martin

**Customer/Billing Information:**

<b>Company Name:</b>	City of Angleton	<b>Ordered by:</b>	Hector Renteria
<b>Billing Address:</b>	121 S Velasco St	<b>Phone:</b>	(979) 848-5600
<b>City/ST/Zip:</b>	Angleton, TX 77515	<b>Mobile:</b>	(979) 824-3333
		<b>Email:</b>	hrenteria@angleton.tx.us

**TIPS PROPOSAL CONTRACT #221001 Vendor #4981**

*Worldwide Power Products is pleased to offer for your consideration the following proposal to meet the power generation requirements of your project.*

City of Angleton - WWTP 2023 Project pricing

This option is to install an Automatic transfer switch to back up the service for the entire facility.

A generator is currently in place and in good working order, but the feeder from the generator is undersized by code. National Electrical Code requires Conductor ampacity to equal or exceed the OCPD rating, which is 2000A.

The generator feeder combined ampacity is only good for 1800A, not the 2000A required by NEC 240.4. Combined with the fact that the emergency feeder from the generator is going to be too short for the proposed location of the ATS, we have included replacing those feeder with the proper sized wire.

Provide the complete turnkey electrical the new install for 2000A ATS to be integrated into the existing electrical system.

This estimate includes the installation of a new Service Entrance Rated 1200A ATS as well as the following

- 1) Provide and install 1x new 2000A ASCO NEMA 3R ATS to be installed on the load side of the main service disconnect.
- 2) The following feeders, including raceways and wiring. :
  - a) 1x re-route 2000A feeder from Main disconnect from the MDP to the new ATS location
  - b) 1x new 2000 A feeder from the ATS to the main switchgear to serve as the load
  - c) 1x replace and extend 2000A Feeder from the ATS to the Generator
- 3) Extend and re-work the cable tray system in the garage below the MDP
- 4) Pull new cable for generator controls and start circuit from ATS, Re-using existing conduit
  - a) power circuits required for the battery charger, receptacle, block heater, lighting and controls to the new emergency low voltage panel. Installation of these control elements inside the generator are existing, but we will supplement to make sure code is satisfied
- 5) Some existing electrical and plumbing will need to be relocated to accommodate the new ATS location. Electrical relocation is included, but we were told the facility would take care of plumbing relocations.
- 6) Housekeeping concrete pad is included
- 7) grounding and bonding of the generator will be verified and brought up to code.
- 8) The installation of the ATS will require a shutdown of the power to the facility, So the facility will be without power while the transition is made we expect 2 days. The facility will experience 2 shutdowns, one where the facility will operate on the existing facility generator and another, where the generator will be down for a couple days.



5931 Brittmoore Rd. Houston, TX 77041

Tel: 713.434.2300 Fax: 713.434.2394

This project is quoted to be completed entirely during straight hours.  
With the power shutdown and having some overtime factored in taking place over a weekend.  
A building outage will be necessary.

Please note that this proposal does not include a rental generator for these shut downs for reconnecting the electrical services.

FREIGHT: Included

**TOTAL PACKAGE PRICE: \$207,000.00***\*Price does not include applicable sales tax or the Texas Emissions Reduction Plan (TERP) Surcharge Tax**\*\*Please refer to the attached bill of material*

AVAILABILITY: 20-24 weeks

FREIGHT TERMS: DAP - Delivered at Place

PAYMENT TERMS: 50% deposit, 35% upon delivery of  
equipment and the remaining 15% upon completion

**Additional Information***Quote is subject to the Terms & Conditions of the Sales Agreement**There will not be any price protection available.**The package quoted is manufacturer's standard. Welding, painting, and all internal parts are manufacturer's standard.**Offloading is to be provided by others.**Additional field assistance is available from Worldwide Power Products at the current rates.**Worldwide Power Products does not have copies of other states/cities/counties regulations, and therefore, we may not meet these regulations.**Worldwide Power Products accepts no penalty charges for any liquidated damages due to late deliveries.**Worldwide Power Products takes exception to ALL items that are not in above quote. Equipment supplied will be limited to that described in this proposal*



**Bill of Material**

**Terms and Conditions**

Please select the following link to view our full Terms and Conditions in PDF format,  
<http://www.wpowerproducts.com/terms.pdf>





## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** 7/22/25

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Update and discussion on the status of the Texas Department of Transportation (TxDOT) projects, presented by Maria Aponte, TxDOT representative.

**AGENDA ITEM SECTION:** Regular Agenda

---

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

At the request of Council Member Simmons and Council Member Smith, TxDOT was invited to give an update on the status of current projects within the city and on traffic signal timing adjustments.

**RECOMMENDATION:**

N/A





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 22, 2025

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

**AGENDA CONTENT:** Discussion and possible action on a request to reconsider the 6/10/2025 Action taken on a Final Plat extension for Mulberry Fields Subdivision, for 41 single-family lots, 2 reserves, 3 blocks on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

The subject property consists of 13.0044 acres, having 41 lots, 2 reserve acres with two points of access (N. Walker and SH 35). The project is limited to the development of single-family dwellings and uses as permitted by the SF-6.3 zoning district.

The City Council approved the Development Agreement on September 26, 2023, and the Final Plat on December 12, 2023. The Developer agreed to pay the City fees in lieu of dedication of park acres as well as the CAF/ (Capacity Acquisition Fees).

The civil and construction plans have been reviewed by staff and the City Engineer as of March 2023, and a letter of no objection is on file.

On June 10, 2025 City Council voted to disapprove a 1-year extension for the Final Plat for this development.

Mr. Corey Boyer, of Mulberry Fields LLC, submitted this request for reconsideration of an extension of the Mulberry Fields Subdivision Final plat on May 23, 2025, to allow for more time to secure the best construction/financing/builder package. He now request an extension not to exceed 6 months instead of 12 months to achieve this.

Since the June 2025 Council action, Mr. Corey Boyer met with Mayor John Wright and Development Service Director- Otis Spriggs with supportive documentation (see request letter attached) and a more definitive commitment to completing the project, and also to introduce the commercial concept as seen below.





**Site Photo as it looks today**



**Proposed Commercial Uses along Property Frontage**



**RECOMMENDATION:**

The City Council should reconsider the plat extension for Mulberry Fields Subdivision as requested by the developer, Mr. Corey Boyer.



**Corey Boyer**  
1334 Brittmoore Road  
Houston, TX 77043

July 12, 2025

The Honorable Mayor and Members of the City Council  
City of Angleton  
121 S Velasco St  
Angleton, TX 77515

**Request for Reconsideration of Plat Extension – Mulberry Fields Project**

Dear Mayor and City Council Members,

I am writing to respectfully request the City Council's reconsideration of the recent decision regarding the plat extension for the Mulberry Fields development. I was unfortunately unable to attend the June 10th Council meeting to present the full scope of updates and enhancements made to the project, and I sincerely apologize for my absence. It was my daughter's fourth birthday, a special occasion that I could not miss.

Since the original plat approval, several key developments have significantly improved the feasibility and long-term viability of the Mulberry Fields project:

**1. Acquisition of Adjacent Commercial Site**

We have successfully secured an additional 1.7 acres fronting the property, designated for commercial use. This expansion transforms the project into a true mixed-use development and opens new possibilities for neighborhood-serving retail.

**2. Planned Retail Development**

The commercial component will introduce retail amenities that serve both the residential community and the broader public. This not only enhances the quality and appeal of the overall development but aligns with the city's long-term planning goals.

**3. Improved Financing Options**

With the newly secured commercial frontage, we have been able to unlock access to improved financing options. Lenders have expressed confidence in the project's mixed-use nature, allowing us to move forward more efficiently with funding for both phases.

**4. Shared Cost Structure and Enhanced Feasibility**

The shared infrastructure and development costs between the residential and commercial portions now make both segments far more financially viable. This integrated approach ensures that the project will be built and sustained with greater efficiency and quality.



These changes represent a significant evolution from the initial concept and greatly enhance the project's economic, social, and visual value to the community. I am confident that, given the opportunity to present this updated vision in person, the Council would agree that the extension serves the city's best interests.

I respectfully ask that the Council consider placing this matter on the next available agenda for reconsideration. I would welcome the opportunity to attend and present these updates in full, address any concerns, and answer questions.

Thank you for your time, understanding, and continued dedication to the growth and well-being of the City of Angleton.

Warm regards,

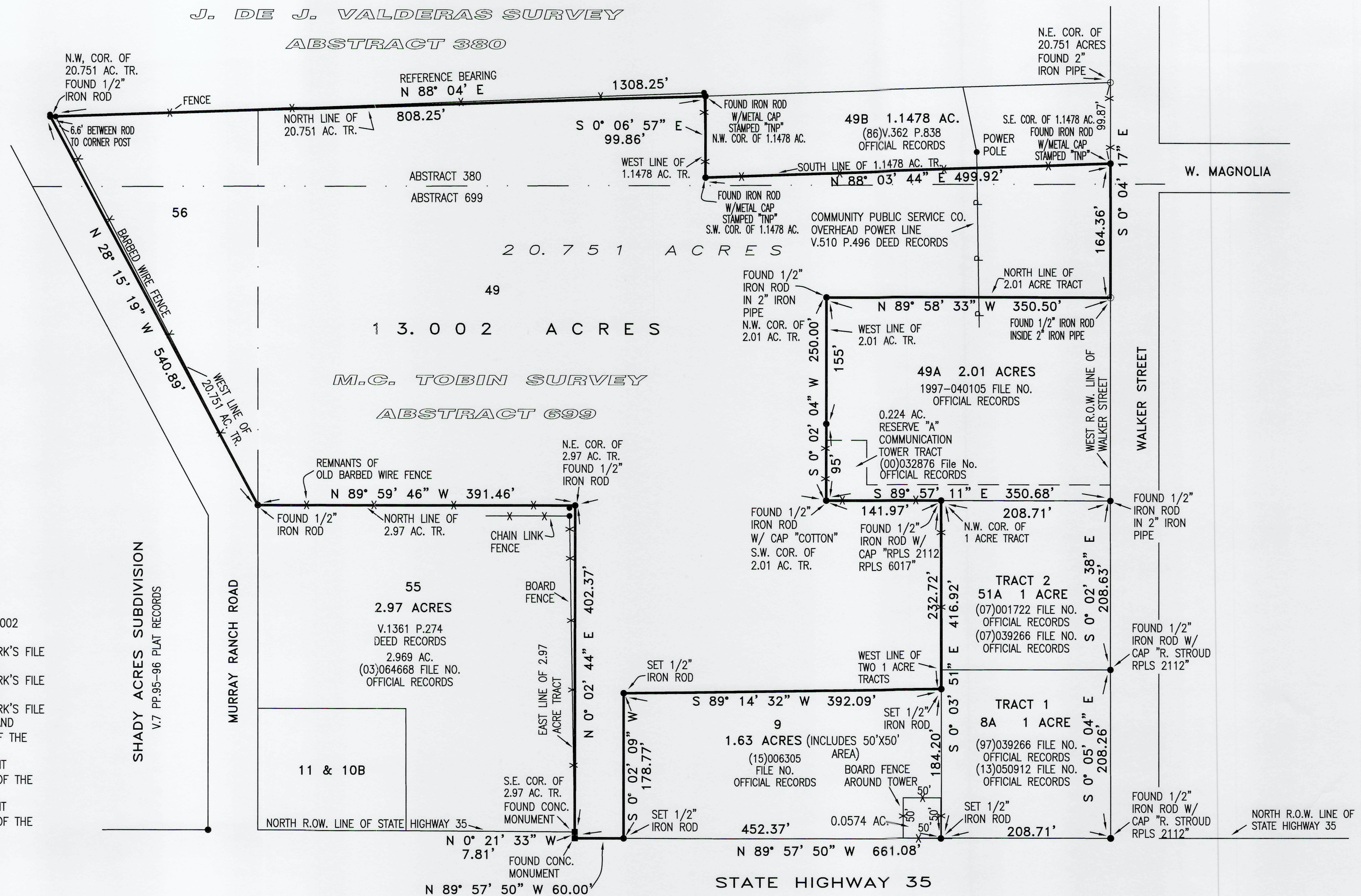
A handwritten signature in black ink, appearing to read "Corey Boyer", written over a printed name.

**Corey Boyer**

Development of Texas – Mulberry Fields LLC



- NOTES:  
THE FOLLOWING INSTRUMENTS DO NOT AFFECT THE 13.002 ACRE TRACT:
1. MEMORANDUM OF AGREEMENT RECORDED IN CLERK'S FILE NO. 1997-044090 OF THE OFFICIAL RECORDS.
  2. MEMORANDUM OF AGREEMENT RECORDED IN CLERK'S FILE NO. 2014-053828 OF THE OFFICIAL RECORDS.
  3. MEMORANDUM OF AGREEMENT RECORDED IN CLERK'S FILE NO. 2009-041901 OF THE OFFICIAL RECORDS, AND AMENDED IN CLERK'S FILE NO. 2009-041902 OF THE OFFICIAL RECORDS.
  4. EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT RECORDED IN CLERK'S FILE NO. 2012-034847 OF THE OFFICIAL RECORDS.
  5. EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT RECORDED IN CLERK'S FILE NO. 2012-047044 OF THE OFFICIAL RECORDS.



A PLAT OF A 13.002 ACRE TRACT OUT OF A 20.751 ACRE TRACT IN THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, BRAZORIA COUNTY, TEXAS; SAID 20.751 ACRE TRACT BEING DESCRIBED IN A DEED RECORDED IN VOLUME 1090, PAGE 796 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 13.002 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

SCALE: 1" = 100'

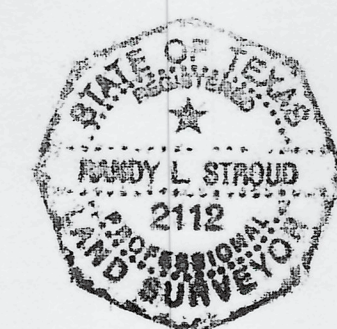
4T 26,430

3-13-14, 3-2-21, 3-9-21, 3-31-21 T.C.  
3-5-25 Added 1.63 acreage on Tract 9

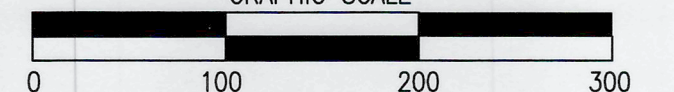
I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, ANGLETON, TEXAS, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN MARCH, 2014 & MARCH 2021 AND THAT ALL CORNERS SHOWN WERE EITHER FOUND OR ESTABLISHED BY ME.

CERTIFIED:

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



GRAPHIC SCALE





STATE OF TEXAS:  
COUNTY OF BRAZORIA:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

IN TESTIMONY WHEREOF, Mulberry Fields, LLC, acting by and through Corey Boyer, Officer, thereunto authorized, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Mulberry Fields, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Corey Boyer, Officer

STATE OF TEXAS:  
COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared Corey Boyer, Officer of Mulberry Fields, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by the Planning and Zoning Commission, City of Angleton, Texas.

\_\_\_\_\_  
Chairman, Planning and Zoning Commission

\_\_\_\_\_  
City Secretary

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by the City Council, City of Angleton, Texas.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

STATE OF TEXAS:  
COUNTY OF BRAZORIA:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, City Secretary, City of Angleton, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_  
Notary Public

STATE OF TEXAS:  
COUNTY OF BRAZORIA:

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

'Drainage Easements' shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners association (called 'Association') shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

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

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

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

STATE OF TEXAS:  
COUNTY OF BRAZORIA:

This plat is hereby adopted by the Owners and approved by the City of Angleton (called 'City') subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called 'Drainage and Detention Easement'. The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

#### NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.9999056439.
- 2.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48039-C-0440K EFFECTIVELY DATED DECEMBER 30, 2020, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 3.) • - INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: T.E.A.M. - 281-491-2525, UNLESS OTHERWISE NOTED.
- 4.) RESERVE "A" AND "B", SHOWN HEREON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
- 5.) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 6.) PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 7.) THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 8.) APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 9.) ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 10.) SIDEWALKS SHALL BE REQUIRED IN ALL LOCATIONS THAT ADJOIN PUBLIC STREETS ON BOTH SIDES OF STREETS IN ALL NEW PLATS, EXCLUDING MINOR PLATS, IN THE CITY AND THE ETI.

STATE OF TEXAS :  
COUNTY OF BRAZORIA:

KNOW ALL MEN BY THESE PRESENTS:

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

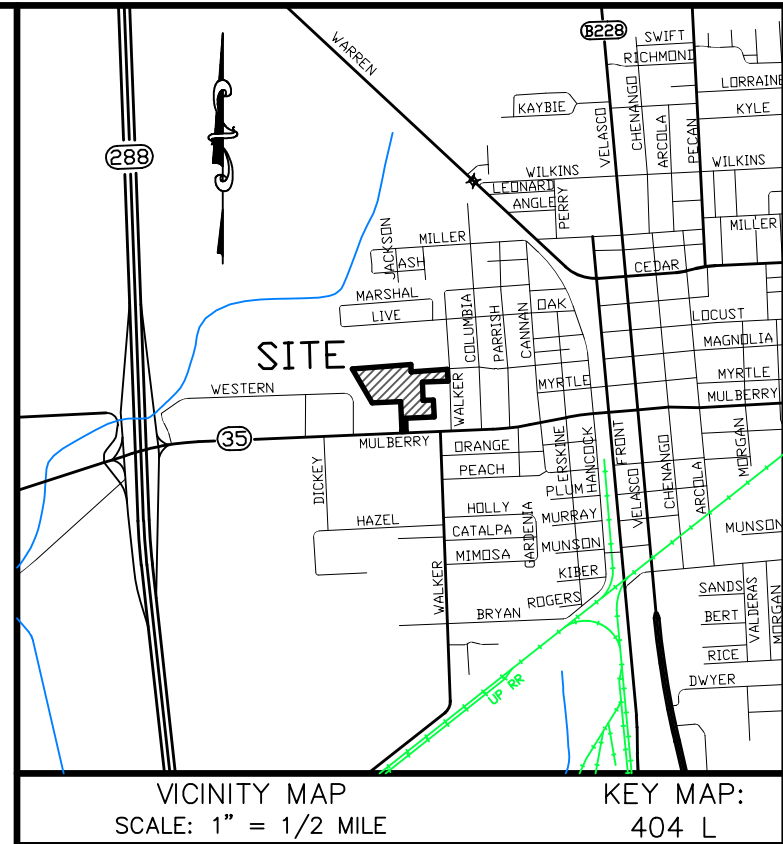
Dinh V. Ho, P.E.  
Texas Registration No. 93895  
2114 El Dorado Boulevard, Suite 400,  
Friendswood, Texas 77546

STATE OF TEXAS :  
COUNTY OF BRAZORIA:

KNOW ALL MEN BY THESE PRESENTS:

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

Robert Chris Kelly, R.P.L.S.  
Texas Registration No. 6833  
12718 Century Drive,  
Stafford, Texas 77477



#### ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_. The board of supervisors of the Angleton Drainage District does not warrant, represent, or guarantee

1. That the facilities outside the boundaries of the subdivision are available to receive runoff from the facilities in this plat.
2. That drainage facilities described in this plat are adequate for rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibility for construction, operation, or maintenance of subdivision drainage facilities.

The districts review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and or decision making power of the party submitting the plan or plan herein, their or its principals and agents.

Chairman, Board of Supervisors Board Member

Board Member

## FINAL PLAT OF MULBERRY FIELDS SUBDIVISION

**A SUBDIVISION OF A 13.0044 ACRE TRACT OF LAND  
IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO.  
380, IN THE M. C. TOBIN SURVEY, ABSTRACT NO.  
699, AND IN THE H. H. CORNWALL SURVEY,  
ABSTRACT NO. 180, CITY OF ANGLETON,  
BRAZORIA COUNTY, TEXAS**

**41 LOTS 2 RESERVES 3 BLOCKS**

~ OWNER ~  
**MULBERRY FIELDS, LLC**  
a Texas limited liability company  
12618 Rolling Valley Drive  
Cypress, Texas 77429  
PHONE: 832.525.1633

~ SURVEYOR ~  
**MCKIM & CREED**  
ENGINEERS, SURVEYORS, PLANNERS  
12718 Century Drive  
Stafford, Texas 77477  
281.491.2525  
www.mckimcreed.com  
TBPELS Firm Registration No. 10177600  
Job No. 1486-3  
NOVEMBER 30, 2023



## METES AND BOUNDS

A FIELD NOTE DESCRIPTION of a 13.0044 acre (566,471 square feet) tract of land in the in the J. De J. Valderas Survey, Abstract No. 380, in the M. C. Tobin Survey, Abstract No. 699, and in the H. H. Cornwall Survey, Abstract No. 180, City of Angleton, Brazoria County, Texas; said 13.0044 acre tract being that same tract of land conveyed to Mulberry Field LLC, as recorded in Brazoria County Clerk's File No. 2021037827; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 1/2-inch iron rod found in the northeast right-of-way line of Heritage Drive (width varies), according to the map or plat recorded in Volume 20, Page 211 of the Brazoria County Plat Records for the northwest corner of an original 20,751 acre tract of land, as recorded in Volume 1090, Page 796 of the Brazoria County Deed Records, for the southwest corner of a 13,203 acre tract of land conveyed to Community Public Service Company, as recorded in Volume 1467, Page 234 of the Brazoria County Deed Records, and for the northwest corner of this tract; from which a 1/2-inch iron rod found bears North 46° 52' 31" West - 432.07 feet (called North 45° 00' 18" West - 333.03 feet per Volume 1467, Page 234 of the Brazoria County Deed Records); POINT OF BEGINNING (P.O.B.);

THENCE, North 85° 46' 46" East - 807.91 feet (called North 88° 04' East - 808.25 feet per Brazoria County Clerk's File No. 2021037827) with the north line of said 20,751 acre tract and with the south line of said 13,203 acres tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the northwest corner of a 1,1478 acre tract of land conveyed to Texas-New Mexico Power Company, as recorded in Volume 362, Page 838 of the Brazoria County Deed Records and for a northeast corner of this tract;

THENCE, South 02° 26' 18" East - 99.83 feet (called South 00° 06' 00" East - 99.86 feet per Brazoria County Clerk's File No. 2021037827) (called South 00° 04' 00" East - 100.05 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the west line of said 1,1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the southwest corner of said 1,1478 acre tract and for an interior corner of this tract;

THENCE, North 85° 44' 50" East - 499.94 feet (called North 88° 03' 44" East - 499.92 feet per Brazoria County Clerk's File No. 2021037827) (called North 88° 04' 00" East - 500.00 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the south line of said 1,1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found in the west right-of-way line of Walker Street (width varies) and in the east line of said 20,751 acre tract for the southeast corner of said 1,1478 acre tract and for a northeast corner of this tract;

THENCE, South 02° 20' 40" East - 164.41 feet (called South 00° 04' 17" East - 164.36 feet per Brazoria County Clerk's File No. 2021037827) with the west right-of-way line of said Walker Street and with the east line of said 20,751 tract to a 1/2-inch iron pipe found inside a 2-inch PVC pipe for the northeast corner of Reserve "B", Block 1, Short Form Plat Communication Tower, according to the map or plat recorded in Volume 21, Page 189 of the Brazoria County Plat Records and for a southeast corner of this tract;

THENCE, South 87° 41' 11" West - 350.24 feet (called North 89° 58' 33" West - 350.50 feet per Brazoria County Clerk's File No. 2021037827) (called West - 350.54 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the north line of said Reserve "B" to a 1/2-inch iron rod found for the northwest corner of said Reserve "B" and for an interior corner of this tract;

THENCE, South 02° 13' 37" East - 249.99 feet (called South 00° 02' 04" West - 250.00 feet per Brazoria County Clerk's File No. 2021037827) (called South - 249.96 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the west line of said Reserve "B" and with the west line of Reserve "A" (Communication Tower Tract) of said Short Form Plat Communication Tower to a 5/8-inch iron rod with cap stamped "COTTON" and for the southwest corner of said Reserve "A" and for an interior corner of this tract;

THENCE, North 87° 41' 44" East - 142.02 feet (called South 89° 57' 11" East - 141.97 feet per Brazoria County Clerk's File No. 2021037827) with the south line of said Reserve "A" to a 1/2-inch iron rod with cap stamped "PINPOINT" found for an interior corner of said 20,751 acre tract, for the northwest corner of a 1.00 acre tract conveyed to HED Properties, LLC, as recorded in Brazoria County Clerk's File No. 2010004582, and for a northeast corner of this tract;

THENCE, South 02° 20' 54" East - 233.55 feet (called South 00° 03' 51" East - 233.72 feet per Brazoria County Clerk's File No. 2021037827) with the east line of said 20,751 acre tract and with the west line of said 1.00 acre HED Properties, LLC tract, and with the west line of a 1.00 acre tract of land conveyed to J. Angel Hernandez, et ux, as recorded in Brazoria County Clerk's File No. 2013050912 to a 1/2-inch iron rod with cap stamped "RPLS 2112" found for a southeast corner of this tract; from which a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of State Highway 35 (West Mulberry Street) (width varies) for a southeast corner of said 20,751 acre tract and for the southwest corner of said 1.00 acre Hernandez tract bears South 02° 20' 54" East - 183.36 feet;

THENCE, South 87° 03' 34" West - 392.00 feet (called South 89° 14' 32" West - 392.09 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "2112" found for an interior corner of this tract;

THENCE, South 02° 10' 40" East - 178.81 feet (called South 00° 02' 09" West - 178.77 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of said State Highway 35 and in the south line of said 20,751 acre tract for the southeast corner of this tract;

THENCE, South 87° 33' 31" West - 60.00 feet (called North 89° 57' 50" West - 60.00 feet per Brazoria County Clerk's File No. 2021037827) with the north right-of-way line of said State Highway 35 and with the south line of said 20,751 acre tract to a 4-inch by 4-inch concrete monument found for a southwest corner of said 20,751 acre tract and for a southwest corner of this tract;

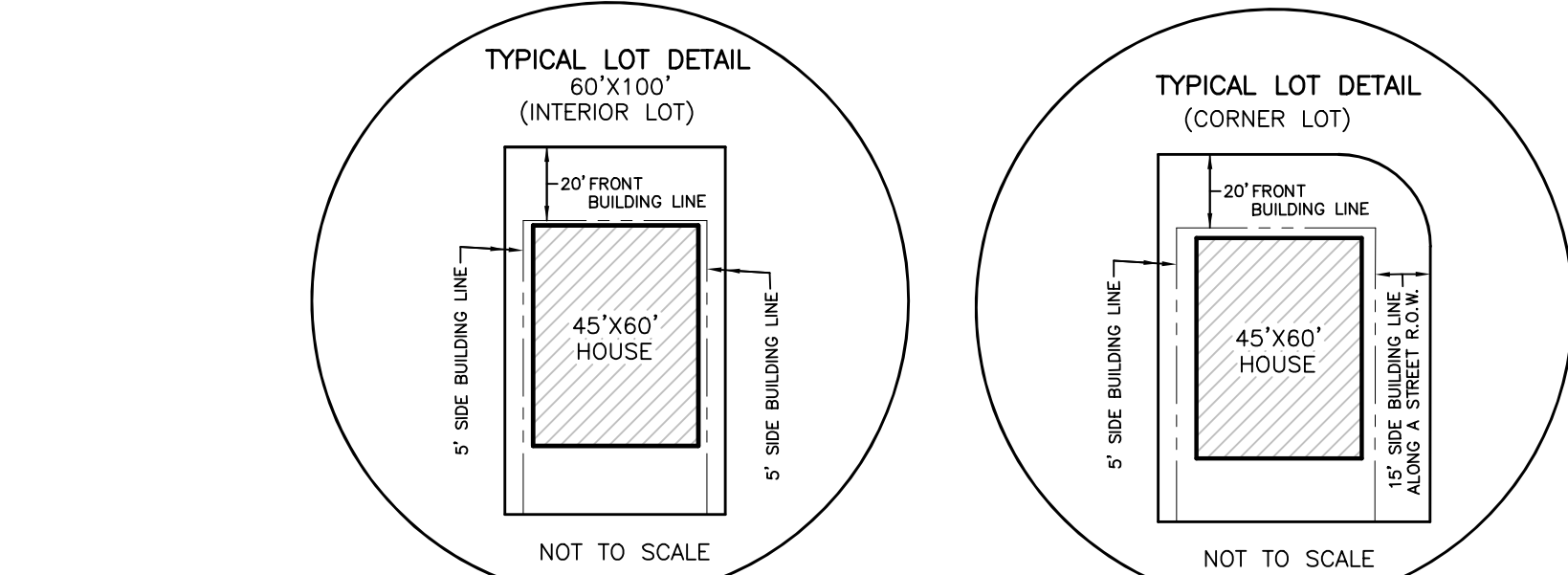
THENCE, North 02° 46' 23" West - 7.95 feet (called North 00° 21' 33" West - 7.81 feet per Brazoria County Clerk's File No. 2021037827) with a jog in the north right-of-way line of said State Highway 35 and with a west line of said 20,751 acre tract to a 4-inch by 4-inch concrete monument found for the southeast corner of a 2.97 acre tract of land conveyed to Tiny Treasures Learning Center, Inc., as recorded in Brazoria County Clerk's File No. 2000046058 and for an angle point of this tract; from which a 1/2-inch iron rod found for a southwest corner of said 2.97 acre tract and for a southwest corner of said 20,751 acre tract bears South 89° 01' 43" West - 208.13 feet (called North 89° 36' 56" West - 208.35 feet per Brazoria County Clerk's File No. 2000046058) (called West - 208.56 feet per Volume 1090, Page 796 of the Brazoria County Deed Records);

THENCE, North 02° 10' 20" West - 402.32 feet (called North 00° 02' 44" East - 402.37 feet per Brazoria County Clerk's File No. 2021037827) (called North 0° 02' 13" East - 402.41 feet per Brazoria County Clerk's File No. 2000046058) with the east line of said 2.97 acre tract to a 1/2-inch iron rod found for the northeast corner of said 2.97 acre tract and for an interior corner of this tract;

THENCE, South 87° 44' 16" West - 391.91 feet (called North 89° 59' 46" West - 391.46 feet per Brazoria County Clerk's File No. 2021037827) (called North 89° 59' 38" West - 391.46 feet per per Brazoria County Clerk's File No. 2000046058) with the north line of said 2.97 acre tract to a 1/2-inch iron rod found in the east right-of-way line of said Heritage Drive for an angle point of said 20,751 acre tract, for the northeast corner of said 2.97 acre tract, and for a southwest corner of this tract; from which a 5/8-inch iron rod found at the intersection of the east right-of-way line of said Heritage Drive with the north right-of-way line of said State Highway 35 bears South 02° 24' 15" East - 400.98 feet;

THENCE, North 30° 31' 28" West - 540.66 feet (called North 28° 17' West - 541.04 feet per Volume 1090, Page 796 of the Brazoria County Deed Records) (called North 28° 15' 19" West - 540.89 feet per Brazoria County Clerk's File No. 2021037827) with the northeast right-of-way line of said Heritage Drive and with the southwest line of said 20,751 acre tract to the POINT OF BEGINNING and containing 13.0044 acres (566,471 square feet) of land.

LOT AREA TABLE			
LOT #	AREA	LOT #	AREA
LOT 1	6930 Sq. Feet	LOT 1	6900 Sq. Feet
LOT 2	10165 Sq. Feet	LOT 2	6365 Sq. Feet
LOT 3	6930 Sq. Feet	LOT 3	6365 Sq. Feet
LOT 4	7150 Sq. Feet	LOT 4	6365 Sq. Feet
LOT 5	7971 Sq. Feet	LOT 5	7217 Sq. Feet
LOT 6	6500 Sq. Feet	LOT 6	8246 Sq. Feet
LOT 7	8478 Sq. Feet	LOT 7	6300 Sq. Feet
LOT 8	6459 Sq. Feet	LOT 8	6300 Sq. Feet
LOT 9	6387 Sq. Feet	LOT 9	6911 Sq. Feet
LOT 10	7330 Sq. Feet	LOT 10	10657 Sq. Feet
LOT 11	8029 Sq. Feet	LOT 11	19619 Sq. Feet
LOT 12	7072 Sq. Feet	LOT 12	8466 Sq. Feet
LOT 1	7260 Sq. Feet	LOT 13	6473 Sq. Feet
LOT 2	6938 Sq. Feet	LOT 14	6304 Sq. Feet
LOT 3	6938 Sq. Feet	LOT 15	6307 Sq. Feet
LOT 4	8180 Sq. Feet	LOT 16	6375 Sq. Feet
LOT 5	7899 Sq. Feet	LOT 17	6436 Sq. Feet
LOT 6	6309 Sq. Feet	LOT 18	6390 Sq. Feet
LOT 7	6327 Sq. Feet	LOT 19	6490 Sq. Feet
LOT 8	6327 Sq. Feet	LOT 20	6356 Sq. Feet
LOT 9	6347 Sq. Feet		



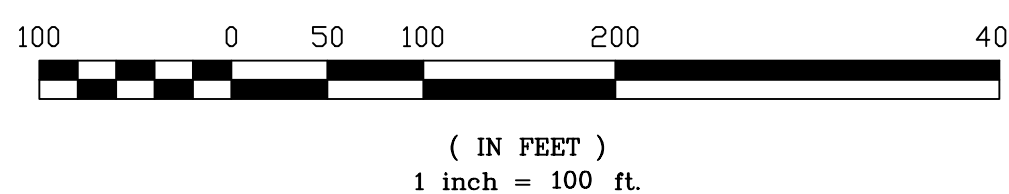
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 62°22'31" W	25.00'
L2	N 28°36'24" E	5.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	55.00'	111.64'	93.44'	S 27°37'39" W	116°18'14"
C2	55.00'	59.26'	56.44'	S 61°23'36" E	61°44'16"
C3	50.00'	145.71'	144.41'	S 27°37'39" W	116°18'14"
C4	50.00'	121.49'	87.22'	S 61°23'36" E	61°44'16"
C5	25.00'	39.31'	35.38'	S 47°13'02" E	90°05'24"
C6	25.00'	39.31'	35.38'	S 47°13'02" E	90°05'24"
C7	25.00'	39.23'	35.33'	S 42°46'58" W	89°54'36"
C8	25.00'	26.94'	25.65'	N 61°23'36" W	61°44'16"
C9	25.00'	50.75'	42.47'	N 27°37'39" E	116°18'14"
C10	25.00'	38.36'	34.71'	S 41°47'15" W	87°55'10"
C11	25.00'	16.90'	16.58'	N 68°22'04" E	38°44'25"
C12	25.00'	16.90'	16.58'	S 11°09'16" E	38°44'25"
C13	25.00'	11.05'	10.96'	N 43°11'31" W	25°20'07"
C14	25.00'	11.05'	10.96'	S 81°33'11" E	25°20'07"

## LEGEND

- B.L. - BUILDING LINE
- B.C.C.F. - BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. - BRAZORIA COUNTY DEED RECORDS
- B.C.P.R. - BRAZORIA COUNTY PLAT RECORDS
- CNC - CONCRETE
- D.E. - DRAINAGE EASEMENT
- FND - FOUND
- IP - IRON PIPE
- IR - IRON ROD
- N. - NUMBER
- PG. - PAGE
- P.L.E. - POWER LINE EASEMENT
- P.O.B. - POINT OF BEGINNING
- R.D.W. - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- TBM - TEMPORARY BENCHMARK
- U.E. - UTILITY EASEMENT
- VOL. - VOLUME
- W/ - WITH
- - INDICATES A SET 5/8" IRON ROD W/CAP
- STAMPED: T.E.A.M. - 281-491-2525 OR MCKIM & CREED, UNLESS OTHERWISE NOTED.
- ① - BLOCK NUMBER
- TBM A - TEMPORARY BENCHMARK SYMBOL

## GRAPHIC SCALE



ELEVATIONS ARE BASED ON GPS OBSERVATIONS IN THE FIELD USING NGS C.O.R.S. (NAVD '88, GEOID 12a)

**TBM A:**  
BOX CUT "X" ON C-INLET AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 35 (W. MULBERRY STREET) WITH WALKER STREET, AS SHOWN. ELEVATION = 26.45'  
X3,104,877.70  
Y13,626,231.69

**TBM B:**  
60D NAIL IN THE WEST SIDE OF A POWER POLE ALONG THE NORTH SIDE STATE HIGHWAY 35 (W. MULBERRY STREET), AS SHOWN. ELEVATION = 28.76'  
X3,104,104.15  
Y13,626,200.76

**TBM D:**  
BOX CUT ON BACK OF CURB NEAR NORTHEAST PROPERTY CORNER, AS SHOWN. ELEVATION = 27.75'  
X3,104,847.91  
Y13,627,112.81

## FINAL PLAT OF MULBERRY FIELDS SUBDIVISION

A SUBDIVISION OF A 13.0044 ACRE TRACT OF LAND  
IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO.  
380, IN THE M. C. TOBIN SURVEY, ABSTRACT NO.  
699, AND IN THE H. H. CORNWALL SURVEY,  
ABSTRACT NO. 180, CITY OF ANGLETON,  
BRAZORIA COUNTY, TEXAS

41 LOTS 2 RESERVES 3 BLOCKS

~ OWNER ~

**MULBERRY FIELDS, LLC**  
a Texas limited liability company  
12618 Rolling Valley Drive  
Cypress, Texas 77429  
PHONE: 832.525.1633

~ SURVEYOR ~

**MCKIM & CREED**  
ENGINEERS, SURVEYORS, PLANNERS  
12718 Century Drive  
Stafford, Texas 77477  
281.491.2525  
www.mckimcreed.com  
TBPLS Firm Registration No. 10177600

Job No. 1486-3

NOVEMBER 30, 2023





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 22, 2025

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

**AGENDA CONTENT:** Discussion and possible action on the Austin Colony Subdivision, First Amendment to the Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC. and the City of Angleton, Texas.

**AGENDA ITEM SECTION:** Regular Agenda Item.

**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

This is a request from the owner/developer of the Austin Colony Development, PD No. 3, for the Austin Colony Development Agreement within PD No. 3, which was amended and adopted by City Council on January 10, 2023 under Ordinance No. 20230110-009. Due to the reconfiguration and reclassification of Austin Colony Blvd., the various sections were readjusted as a result. Austin Colony Drive will serve access to the proposed 50 lots in Section 1A, with a tie-in to CR 44, Anchor Road.

Mr. Wayne Rea requested that this item be placed on this agenda; however, after Administrative Staff and Legal met with our PID consultants and financial advisors, Bracewell and Hilltop Securities, on July 17, 2025, it was recommended that this item be pulled from the Agenda for the following reason:

*The agenda item to amend the recently amended and restated Development Agreement needs to be pulled. There is no need to amend the Agreement to either add successors or assigns as there already is a section that addresses assignments and as to adding an additional projects, the DA does not require an amendment to add a project.*

The requested changes are as follows:

1. **Definitions.** Definition of "Developer" shall be deleted in its entirety and replaced with the following:

**"Developer" means Austin Colony Development, LLC, its successors and assigns. Austin Colony Development is a Texas limited liability company and wholly-owned subsidiary of Tejas Angleton Development, LLC.**

2. **Section 2.13. Section 2A:** the following paragraph shall be added to Section 2.13, Section 2A.



***“An eastbound left turn lane on Anchor Road, providing 120’ of storage, 200’ taper and 270’ to 540’ shifting taper, depending on the widening to center or to one side of the Anchor Road alignment. The left turn lane should be a minimum of 11’ width. The installation of the left turn lane will be entirely at the Developer’s expense and shall be constructed in accordance with the Brazoria County Roadway Design Criteria Manual. The City of Angleton shall have the right to review the design and inspect the construction of the left turn lane; however, Brazoria County shall approve the design, engineering, inspection and construction of the left turn lane”.***

#### **RECOMMENDATION:**

The City Council should pull this item as proposed to amend the Austin Colony Subdivision Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC., and the City of Angleton, Texas, as recommended by the City Attorney.



**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON  
AND TEJAS ANGLETON DEVELOPMENT COMPANY**

This *First Amendment to the Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* ("First Amendment") is made and entered into by and between the City of Angleton, Texas (the "City"), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council, City of Angleton ("Council") and Tejas Angleton Development LLC ("TAD"), a Texas Limited Liability Company and Austin Colony Development, LLC ("Developer"), a wholly-owned subsidiary of Tejas Angleton Development, LLC ("TAD").

**RECITALS**

**WHEREAS**, the City Council approved the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 (the "Agreement"); and

**WHEREAS**, TAD assigned the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 to Austin Colony Development, LLC; and

**WHEREAS**, Austin Colony Development, LLC, is designated the Developer of Austin Colony; and

**WHEREAS**, the Developer and the City desire to amend the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company*.

**NOW THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and the Developer hereby agree as follows:

1. Definitions. Definition of "Developer" shall be deleted in its entirety and replaced with the following:

"Developer" means Austin Colony Development, LLC, its successors and assigns. Austin Colony Development is a Texas limited liability company and wholly-owned subsidiary of Tejas Angleton Development, LLC.

2. Section 2.13. Section 2A: the following paragraph shall be added to Section 2.13, Section 2A.

"An eastbound left turn lane on Anchor Road, providing 120' of storage, 200' taper and 270' to 540' shifting taper, depending on the widening to center or to one side of the Anchor Road alignment. The left turn lane should be a minimum of 11' width. The installation of the left turn lane will be entirely at Developer's



expense and shall be constructed in accordance with *Brazoria County Roadway Design Criteria Manual*. The City of Angleton shall have the right to review the design and inspect the construction of the left turn lane; however, Brazoria County shall approve the design, engineering, inspection and construction of the left turn lane”.

3. 3. Ratification. The Parties acknowledge and agree that, except as amended herein, the Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

4. 4. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. 5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

6. 6. Amendments. This First Amendment may only be amended by a written agreement executed by both Parties.

7. 7. Entire Agreement. This First Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.



TAD

TEJAS-ANGLETON DEVELOPMENT, LLC  
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Wayne L. Rea, II of TEJAS ANGLETON DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



DEVELOPER

AUSTIN COLONY DEVELOPMENT, LLC  
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Wayne L. Rea, II of AUSTIN COLONY DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



CITY OF ANGLETON, TEXAS

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Michelle Perez, City Secretary

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON  
AND TEJAS ANGLETON DEVELOPMENT COMPANY**

This *First Amendment to the Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* ("First Amendment") is made and entered into by and between the City of Angleton, Texas (the "City"), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council, City of Angleton ("Council") and Tejas Angleton Development LLC ("TAD"), a Texas Limited Liability Company and Austin Colony Development, LLC ("Developer"), a wholly-owned subsidiary of Tejas Angleton Development, LLC ("TAD").

**RECITALS**

**WHEREAS**, the City Council approved the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 (the "Agreement"); and

**WHEREAS**, TAD assigned the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company* dated March 11, 2025 to Austin Colony Development, LLC; and

**WHEREAS**, Austin Colony Development, LLC, is designated the Developer of Austin Colony; and

**WHEREAS**, the Developer and the City desire to amend the *Amended and Restated Development Agreement Between the City of Angleton and Tejas Angleton Development Company*.

**NOW THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and the Developer hereby agree as follows:

1. Definitions. Definition of "Developer" shall be deleted in its entirety and replaced with the following:

"Developer" means Austin Colony Development, LLC, its successors and assigns. Austin Colony Development is a Texas limited liability company and wholly-owned subsidiary of Tejas Angleton Development, LLC.

2. Section 2.13. Section 2A: the following paragraph shall be added to Section 2.13, Section 2A.

"An eastbound left turn lane on Anchor Road, providing 120' of storage, 200' taper and 270' to 540' shifting taper, depending on the widening to center or to one side of the Anchor Road alignment. The left turn lane should be a minimum of 11' width. The installation of the left turn lane will be entirely at Developer's



expense and shall be constructed in accordance with *Brazoria County Roadway Design Criteria Manual*. The City of Angleton shall have the right to review the design and inspect the construction of the left turn lane; however, Brazoria County shall approve the design, engineering, inspection and construction of the left turn lane”.

3.  Ratification . The Parties acknowledge and agree that, except as amended herein, the Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

4.  Severability . In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.  Counterparts . This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

6.  Amendments . This First Amendment may only be amended by a written agreement executed by both Parties.

7.  Entire Agreement . This First Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.



TAD

TEJAS-ANGLETON DEVELOPMENT, LLC  
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Wayne L. Rea, II of TEJAS ANGLETON DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



## DEVELOPER

AUSTIN COLONY DEVELOPMENT, LLC  
A Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Wayne L. Rea, II of AUSTIN COLONY DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



CITY OF ANGLETON, TEXAS

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Michelle Perez, City Secretary

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



AUSTIN COLONY  
AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT  
BETWEEN  
TEJAS-ANGLETON DEVELOPMENT, L.L.C.  
AND  
THE CITY OF ANGLETON, TEXAS  
Dated: March 11, 2025



## TABLE OF CONTENTS

Item 4.

	<u>Page</u>
ARTICLE I PUBLIC IMPROVEMENT DISTRICT	8
Section 1.01. Creation.....	8
Section 1.02. Issuance of PID Bonds.....	8
Section 1.03. Apportionment and Levy of Assessments.....	10
Section 1.04. Developer Cash Contribution. ....	10
Section 1.05. Transfer of Property. ....	10
ARTICLE II DEVELOPMENT REQUIREMENTS	11
Section 2.01. Scope of Agreement. ....	11
Section 2.02. Project Overview – The Development.....	11
Section 2.03. Permitted Uses. ....	11
Section 2.04. Height Restrictions. ....	11
Section 2.05. Lot Dimensions and Development. ....	11
Section 2.06. Entry Monument. ....	12
Section 2.07. Fees. ....	12
Section 2.08. Playground. ....	12
Section 2.09. Construction of Tigner Street.....	12
Section 2.10. Construction of Austin Colony Boulevard. ....	13
Section 2.11. Section 1A. ....	13
Section 2.12. Section 1B. ....	13
Section 2.13. Section 2A. ....	13
Section 2.14. Section 2B. ....	13
Section 2.15. Section 3. ....	13
Section 2.16. Section 4. ....	14
Section 2.17. Section 5. ....	14
Section 2.18. Section 6. ....	14
Section 2.19. Section 7. ....	14
Section 2.20. Section 8. S .....	14
Section 2.21. Section 9.....	14
Section 2.22. Compliance with Additional City Ordinances. ....	15
Section 2.23. Fees-in-Lieu. ....	15
Section 2.24. Sewer CAF. ....	15
Section 2.25. Water CAF. ....	16



**TABLE OF CONTENTS**  
**(continued)**

Item 4.

	<u>Page</u>
Section 2.26. Fencing. ....	16
Section 2.27. Conduit. ....	16
Section 2.28. Streetlights. ....	16
Section 2.29. Property Acquisition. ....	16
Section 2.30. Plat Review Fees. ....	17
Section 2.31. Plan Review and Permit Fees. ....	17
Section 2.32. Inspection Fees. ....	17
Section 2.33. Impact Fees. ....	17
ARTICLE III CONSTRUCTION OF THE PUBLIC IMPROVEMENTS	17
Section 3.01. Designation of Construction Manager, Construction Engineers.....	17
Section 3.02. Construction Agreements. ....	18
Section 3.04. Project Scope Verification. ....	20
Section 3.05. Joint Cooperation; Access for Planning and Development. ....	20
Section 3.06. City Not Responsible. ....	20
Section 3.07. Construction Standards and Inspection. ....	21
Section 3.08. Public Improvements to be Owned by the City – Title Evidence. ....	21
Section 3.09. Public Improvement Constructed on City Land or the Property. ....	21
Section 3.10. Additional Requirements. ....	21
Section 3.11. Revisions to Scope and Cost of Public Improvements. ....	23
Section 3.12. City Police Powers. ....	23
Section 3.13. Title and Mechanic’s Liens.....	23
Section 3.14. City Consents. ....	24
Section 3.15. Right of the City to Make Inspection.....	24
Section 3.16. Competitive Bidding. ....	24
Section 3.17. Homeowner’s Association. ....	24
ARTICLE IV TERMINATION EVENTS	25
Section 4.01. Developer Termination Events. ....	25
Section 4.02. City Termination Events. ....	25
Section 4.03. Termination Procedure. ....	26
ARTICLE V TERM	26
ARTICLE VI DEFAULT AND REMEDIES	27



# TABLE OF CONTENTS (continued)

Item 4.

	<u>Page</u>
Section 6.01. Developer Default. ....	27
Section 6.02. Notice and Cure Period. ....	27
Section 6.03. City Default. ....	29
Section 6.04. Developer’s Remedies. ....	29
Section 6.05. Limited Waiver of Immunity. ....	29
Section 6.06. Limitation on Damages. ....	30
Section 6.07. Waiver. ....	30
ARTICLE VII INSURANCE, INDEMNIFICATION AND RELEASE	30
Section 7.01. Insurance. ....	30
Section 7.02. Waiver of Subrogation Rights. ....	31
Section 7.03. Additional Insured Status. ....	31
Section 7.04. Certificates of Insurance. ....	31
Section 7.05. Carriers. ....	32
ARTICLE VIII INDEMNIFICATION.	32
Section 8.01. Conflict. ....	33
Section 8.02. Notification. ....	33
ARTICLE IX PAYMENT OF PUBLIC IMPROVEMENTS	33
Section 9.01. Overall Requirements.....	33
Section 9.02. Remaining Funds after Completion of a Public Improvement. ....	34
Section 9.03. Payment Process for Public Improvements. ....	34
Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds. ....	35
Section 9.05. Rights to Audit. ....	36
ARTICLE X REPRESENTATIONS AND WARRANTIES	36
Section 10.01. Representations and Warranties of City.....	36
Section 10.02. Representations and Warranties of Developer. ....	37
ARTICLE XI PROVISIONS FOR DEVELOPER	38
Section 11.01. Waiver of Actions Under Private Real Property Rights Preservation Act. ....	38
ARTICLE XII GENERAL PROVISIONS	39
Section 12.01. Notices. ....	39
Section 12.02. Make-Whole Provision. ....	39



# **TABLE OF CONTENTS** **(continued)**

Item 4.

	<u>Page</u>
Section 12.03. Assignment.....	40
Section 12.04. Table of Contents; Titles and Headings.....	42
Section 12.05. Entire Agreement; Amendment. ....	42
Section 12.06. Time. ....	42
Section 12.07. Counterparts. ....	42
Section 12.08. Severability; Waiver. ....	42
Section 12.09. No Third-Party Beneficiaries. ....	42
Section 12.10. Notice of Assignment. ....	42
Section 12.11. No Joint Venture. ....	43
Section 12.12. Estoppel Certificates. ....	43
Section 12.13. Independence of Action. ....	43
Section 12.14. Limited Recourse. ....	43
Section 12.15. Exhibits. ....	43
Section 12.16. Survival of Covenants. ....	43
Section 12.17. No Acceleration. ....	44
Section 12.18. Conditions Precedent. ....	44
Section 12.19. No Reduction of Assessments. ....	44
Section 12.20. Statutory Verifications. ....	44
Section 12.21. Form 1295. ....	45
Section 12.22. Choice of Law. ....	45
Section 12.23. Out of State Issuer. ....	45
Section 12.24. Standing Letter. ....	45
Section 12.25. Conflict. ....	45
Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. ....	45
Section 12.27. Change in Control. ....	45
Section 12.28. Estoppel Certificates. ....	46
Section 12.29. Independence of Action. ....	46
Section 12.30. Limited Recourse. ....	46
Section 12.31. Exhibits. ....	46
Section 12.32. Survival of Covenants. ....	46
Section 12.33. No Acceleration. ....	46



**TABLE OF CONTENTS**  
**(continued)**

Item 4.

	<b><u>Page</u></b>
Section 12.34. Conditions Precedent. ....	46



**AMENDED AND RESTATED**  
**DEVELOPMENT AGREEMENT BETWEEN**  
**CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Tejas-Angleton Development, L.L.C., a Texas limited liability company (“Developer”).

**RECITALS**

**RECITALS**

**WHEREAS**, Developer is the owner of approximately 164.5 acres of land located within the corporate limits of the City, and more particularly described on Exhibit “A: (the “Property”) to Ordinance 20230110-009 attached and incorporated herein as Exhibit “AA”; and

**WHEREAS**, the City Council approved the Development Agreement, dated June 14, 2022 concerning the development of 164.5 acres located in the City on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkins Street; and

**WHEREAS**, Developer plans a mixed-use development with single-family homes and a commercial/retail development to be known as Austin Colony (the “Project”) as depicted on the Land Plan of Austin Colony attached hereto as Exhibit “B” to Ordinance 20230110-009 (Exhibit “AA”) and incorporated herein by reference (the “Land Plan”); and

**WHEREAS**, the said Property presently has a zoning classification of Planned Development (PD) District No. 3 pursuant to Ordinance Number 20210810-008 and Ordinance 20220222-016 portions of which were revised and repealed by the City Council adoption of Ordinance 20230110-009 on January 24, 2023; and

**WHEREAS**, the City and Developer desire to modify and amend the Development Agreement as set forth in this First Amendment to include provisions that include revisions to the Land Plan authorized and adopted pursuant to Ordinance No. 20230110-009 more particularly described on Exhibit “AA” attached to this First Amendment.

**WHEREAS**, upon the satisfaction of the conditions and in accordance with the terms set forth in this agreement, the City intends to levy Assessments on all benefitted Property located within the PID and issue PID Bonds up to a maximum aggregate principal amount of \$31,250,000 for payment or reimbursement of the Public Improvements included in the SAP; and

**NOW THEREFORE** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and the Developer hereby agree as follows:



### **Definitions**

The terms “*Agreement*”, “*City*”, “*Developer*”, “*Austin Colony*”, “*Project*”, “*Land Plan*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as 164.5 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall have the meanings as follows:

“*Affiliates*” means any other person directly controlling, directly controlled by, or under direct common control with the Developer. As used in this definition, the term “control,” “controlling,” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“*Appraisal*” means an appraisal of the property to be assessed in the PID by a licensed Member Appraisal Institute (MAI) Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“*Assessed Property*” means any lot or parcel within the PID against which an Assessment is levied.

“*Assessment Ordinance*” means one or more of the City’s ordinances approving a Service and Assessment Plan and levying Assessments on the benefitted Property within each Section of the PID.

“*Assessments*” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“*Assessment Revenues*” means the revenues received by the City from the Assessments levied within each Section of the PID.

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City, or any national holiday observed by the City.

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

“*City Regulations*” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other



policies duly adopted by the City, which shall be applied to the Development, including zoning and the Development Ordinances.

“City Representative” means the City Manager or their designee.

“Capacity Acquisition Fee” means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, “CAF”, and LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

“Effective Date” means March 11, 2025.

“HOA” means the homeowners association(s) for the homes within the Property.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

“Development Ordinances” means those regulations, policies, procedures and ordinances adopted by the City that are applicable to the Property, including Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and including any future amendments or changes.

“Developer” means Tejas-Angleton Development L.L.C., a Texas limited liability company, and its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the Service and Assessment Plan.

“Development” means that single-family residential development consisting of approximately 164.5 acres to be developed and constructed on the Property pursuant to the Development Ordinances, Development Standards and City Regulations.

“Development Standards” means those standards of the City set forth in Development Ordinances.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s



ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) pandemics (only to the extent residential construction is halted or prohibited by order of a Governmental Authority), wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as such shortages are related to a shutdown or other order by a Governmental Authority; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

"Improvement Area A" consists of Sections 1A, 1B, 2A, 2B.

"Improvement Area B" consists of Sections 3, 4, 5.

"Improvement Area C" consists of Sections 6, 7, 8 and 9, if Section 9 is developed into single-family residential lots.

"Land Plan" are the concept plans attached as Exhibit B and B-1 to this Agreement. Exhibit B shall be the Land Plan if Section 9 is developed as a single-family residential section. Exhibit B-1 shall be the Land Plan if Section 9 is developed as a commercial section.

"Net Bond Proceeds" means the proceeds of the PID Bonds issued pursuant to Section 1.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such PID Bonds.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Payment Certificate" means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit G.

"Section" means a Section of development of the Property. The Development will consist of nine (9) Sections.



“Phasing Plan” means that plan for the development of the Property in Sections as set forth in the Land Plan set forth in Exhibit B.

“Section 1A” means the Section of development in Improvement Area A of the PID that consists of 50 single family lots, as depicted on the Land Plan.

“Section 1B” means the Section of development in Improvement Area A of the PID that consists of 50 single family lots, as depicted on the Land Plan.

“Section 2A” means the Section of development in Improvement Area A of the PID, consisting of 53 single family lots, as depicted on the Land Plan.

“Section 2B” means the Section of development in Improvement Area A of the PID, consisting of 42 single family lots, as depicted on the Land Plan.

“Section 3” means the Section of development in Improvement Area B of the PID, consisting of 30 single family lots, as depicted on the Land Plan.

“Section 4” means the Section of development in Improvement Area B of the PID, consisting of 61 single family lots, as depicted on the Land Plan.

“Section 5” means the Section of development in Improvement Area B of the PID, consisting of 59 single family lots, as depicted on the Land Plan.

“Section “6” means the Section of development in Improvement Area C of the PID, consisting of approximately 40 single family lots, as depicted on the Land Plan.

“Section 7” means the Section of development in in Improvement Area C of the PID, consisting of approximately 50 single family lots or of commercial development, as depicted on the Land Plan.

“Section 8” means the Section of development in in Improvement Area C of the PID, consisting of approximately 43 single family lots or of commercial development, as depicted on the Land Plan.

“Section 9” means the Section of development in in Improvement Area C of the PID, consisting of approximately 83 single family lots as depicted on the Land Plan attached as Exhibit B or of commercial development, as depicted on the Land Plan attached as Exhibit B-1.

“Section 1A and 1B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 1A and 1B, of the Property, or (ii) levies an assessment on Sections 1A and 1B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2033 which date may be extended by written agreement of the Developer and the City.



“Section 2A and 2B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 2A and 2B of the Property, or (ii) levies an assessment on Sections 2A and 2B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2035 which date may be extended by written agreement of the Developer and the City.

“Section 3 and 4 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 3 and 4 of the Property, or (ii) levies an assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2035 which date may be extended by written agreement of the Developer and the City.

“Section 5 and 6 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 5 and 6 of the Property, or (ii) levies an assessment on Sections 5 and 6 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2035 which date may be extended by written agreement of the Developer and the City.

“Section 7 and 8 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 7 and 8 of the Property, or (ii) levies an assessment on Sections 7 and 8 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2035 which date may be extended by written agreement of the Developer and the City.

“Section 9 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Section 9 of the Property, or (ii) levies an assessment on Section 9 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2040 which date may be extended by written agreement of the Developer and the City.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements for each Section.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

“PID” means the Austin Colony (PID No. 5) Public Improvement District created by the City Council pursuant to Resolution No. 20210824-024.



“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means those horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Section to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 164.5 acres of real property located within the City described in Exhibit A.

“PID Enhancement Fund” means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

“PID Act” means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

“PID Policy” means the policy adopted by City Council on July 13, 3021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit E, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit E.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$31,250,000.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and



sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment

## ARTICLE I

### PUBLIC IMPROVEMENT DISTRICT

#### Section 1.01. Creation.

The Developer has submitted a petition to the City to create a PID; such petition contains a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Having accepted the petition, the City held a public hearing to consider the creation of the PID in accordance with the PID Act and approved and adopted Resolution No. 20210824-024 creating the Austin Colony Public Improvement District. Developer is required to pay a mandatory PID Professional Service Fee in the amount of \$50,000 from which professional services incurred necessary for PID creation and assessment levy will be deducted. If such amount is depleted due to professional fees incurred by the City, an additional amount may be required by the City before additional work is performed as described in this Agreement.

#### Section 1.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$31,250,000 to pay for, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit E, which may be amended from time to time upon approval of the City Representative, and in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds from the sale of each series of PID Bonds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary governmental action by the City Council and subject to its ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution, if any, and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each Section in the PID and such Public Improvements shall be completed by the applicable Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.



(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

- (i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$31,250,000.
- (ii) The maximum "tax equivalent rate" for the projected annual assessment for each Section shall be no greater than \$1.25 per \$100 of assessed value at the time of the levy of the Assessment on each Section based on the Estimated Build Out Value of each parcel; such rate limit for each Section is determined at the time of the levy of the Assessments applies on an individual Assessed Property basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.
- (iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each Section is at least 3:1 at the time of the issuance of PID Bonds for each Section; such values shall be confirmed by Appraisal from licensed MAI appraiser.
- (iv) The Developer or its Affiliates shall own all property within a Section of the PID prior to the levy of Assessments for such Section unless the purchaser of such property has executed an agreement or consent with the City agreeing to such Assessments pursuant to Section 1.05 herein.
- (v) Fully Developed and Completed Lots have been delivered or the Developer must provide evidence reasonably acceptable to the City or an executed loan document or private equity, or both, in an amount sufficient to complete any Private Improvements necessary to achieve Fully Developed and Improved Lots.
- (vi) no Event of Default by the Developer has occurred and remains uncured or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;
- (vii) the Public Improvements for the applicable Section for which the PID Bonds are being issued must have reached Completion of Construction by the Public Improvement Completion Date and have been accepted by the City;
- (viii) The amenities described in Section 2.02 and in Exhibit J within the Section for which PID Bonds are being issued must have begun Commencement of Construction.;

(e) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap; and



(f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law or an election is required by Applicable Law.

(g) Any capitalized interest on the PID Bonds shall be for a period of no more than two (2) years.

**Section 1.03. Apportionment and Levy of Assessments.**

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each Section, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer or its Affiliates within such Section, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

**Section 1.04. Developer Cash Contribution.** At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire or reimburse the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net Bond Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

**Section 1.05. Transfer of Property.** The Developer shall not sell property within a Section of the PID prior to the City's levy of Assessments in such Section of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City and its counsel with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. For a transfer of land by the Developer prior to the levy of Assessments, the City shall require consent of each of the owners of Assessed Property to the levy of Assessments on each property and to the creation of the PID. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.



## ARTICLE II DEVELOPMENT REQUIREMENTS

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

### Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) No more than approximately 563 single family homes; however, the total number of lots shall be determined by the on-the-ground survey, pursuant to the Land Plan and the lot dimensions provided for herein.
- (ii) Commercial development as allowed by City Regulations;
- (iii) Amenities attached as Exhibit J as may be amended or modified if approved by the City.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Concept Plan, approved Land Plan, the Development Standards and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

Section 2.03. Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail uses permitted in the Commercial-Office/Retail zoning district pursuant to the "use chart" in Section 28-81.(b).

Section 2.04. Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 2.05. Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:



SECTIONS AND LOTS SUMMARY				
SECTION	LOT WIDTH 50 FEET	LOT WIDTH 55 FEET	LOT WIDTH 60 FEET	SECTION LOT TOTAL
1A	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		30		30
4		61		61
5		35	24	59
6			40	40
7			50	50
8			43	43
9		19	64	83
LOT SIZE TOTAL	100	214	247	561
SIZE %	17.76%	38.15%	43.03%	100%

Section 2.06. Entry Monument. An entry monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The entry monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.

Section 2.07. Fees. After the City Council approval of the Final Plat for each Section, recording of such Final Plat shall not occur until the following are completed, accepted and approved by the City:

- (a) Payment of the Capacity Acquisition Fees as set forth in Section 2.19 and 2.21.
- (b) Payment of Park Fee as set forth in Section 2.20.
- (c) Acceptance of the Public Improvements.

Section 2.08. Playground. A playground behind the entry monument shall include playground equipment.

Section 2.09. Construction of Tigner Street. Tigner Street shall be constructed a minimum of 24 feet wide in each direction with a 6-foot wide median, concrete pavement with curb, gutter and sidewalk on both sides of the street, and turn lanes, from the existing end of pavement of Tigner Street behind Walmart to the western property line of property. Construction of Tigner Street shall be completed as part of Sections 1B, 3, 4 and 6. Plans for the construction of Tigner Street shall be submitted and approved as part of the subdivision process for Sections 1B, 3, 4 and 6.



Section 2.10. Construction of Austin Colony Boulevard. Austin Colony Boulevard shall be constructed a minimum of 50 feet wide, concrete pavement with curb, gutter and sidewalk from CR 44 to the entry of Section 1A and Section 3. A divided entry shall be constructed as part of Section 1A.

Section 2.11. Section 1A. Section 1A to be developed and platted as 50 single family residential lots having a minimum size as depicted on the Land Plan, and shall include:

(a) an entry monument with landscaping that is planted, irrigated and lighted. A site plan for the playground and playground equipment shall be reviewed and approved by the Parks and Recreation Director prior to issuance of any building permits in Section 1.

(b) a playground with playground equipment.

(c) A dry retention pond will be graded and planted for recreation.

(d) A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of Tigner Street to be developed in Section 1B. The Developer will fund the Escrow Agreement in an amount equal to six hundred fifty thousand dollars (\$650,000) in cash prior to the issuance by the City of the first (1<sup>st</sup>) residential building permit in Section 1B. The Escrow Agreement shall provide that such funds may be drawn by Developer every thirty (30) days to reimburse Developer for complete portions of Tigner Street, including utilities. The Developer must submit documentation of the expenditures of costs for Tigner Street to the City's reasonable satisfaction. In the event Developer develops and the City accepts that portion of Tigner Street as depicted on the Land Plan for Section 1B, Developer is not required to enter into the aforesaid Escrow Agreement and is not required to fund the \$650,000 Escrow Agreement.

Section 2.12. Section 1B. Section 1B to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.13. Section 2A. Section 2A to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan. The detention pond which commenced construction in Section 1 will reach Completion of Construction no later than the date the Section 2A Public Improvement Completion Date.

Section 2.14. Section 2B. Section 2B to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

Section 2.15. Section 3. Section 3 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

(a) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.



Section 2.16. Section 4. Section 4 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

Section 2.17. Section 5. Section 5 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

Section 2.18. Section 6. Section 6 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

Section 2.19. Section 7. Section 7 to be developed shall to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.20. Section 8. Section 8 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.21. Section 9.

(a) If Section 9 is developed as a single-family residential section, then the Land Plan in Exhibit B shall be in effect with the following changes:

- (i) The twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with Section 9. Section 9 shall include eighty (83) lots, containing nineteen (19) lots measuring 55' wide and 120' in length and sixty-four (64) lots measuring 60' wide and 120' in length.

(b) If Section 9 is developed as a commercial section, then the Land Plan in Exhibit B-1 shall be in effect with the following changes:

- (i) The land included in Section 9 shall be reserved for commercial use for six years from the date of issuance of the first building permit in the Development. If the land included in Section 9 is sold or developed for commercial purposes, the land included in the twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with the land included in the fifty-four (54) lots located in Section 9 and the lots shall be eliminated. The total number of lots in the Land Plan in B-1 shall be revised to include only 481 lots.
- (ii) If the land has not sold or been developed for commercial purposes during the aforesaid six-year period, then at Developer's option the Developer may develop the land for single-family residential development in accordance with the Land Plan (Exhibit B).

Section 2.22. Section 7 and Section 9 Assessments. Assessments will be levied on Section 7 and Section 9 pursuant to a commercial development. The Service and Assessment Plan will assume commercial development as set forth in the Exhibit B and B-1. If Section 7 and Section 9 are subsequently developed as single-family lots, the Service and Assessment Plan may require a prepayment of the Assessments by the property owner. In addition, if the commercial development in Sections 7 and 9 are altered after the levy of Assessments (i.e., a lower commercial



square footage than originally planned), then a prepayment of the Assessments will be due by the property owner, all as set forth in the Service and Assessment Plan.

Section 2.23. Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this Agreement; the Project shall also comply with the Development Ordinances and all City Regulations. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and applicable law.

Section 2.24. Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred and Seventy-Five Dollars (\$575.00) per lot. The fee for each Section shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Park Fee-in-Lieu</u>
1A	50	\$28,750
1B	50	\$28,750
2A	53	\$30,475
2B	42	\$24,150
3	30	\$17,250
4	61	\$35,075
5	59	\$33,925
6	40	\$23,000
7	50	\$28,750
8	43	\$24,725
9	83	\$47,725
<b>TOTAL</b>	<b>563</b>	<b>\$322,575</b>

Section 2.25. Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is Eight Hundred Fifty and 55/100 dollars (\$850.55) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as Exhibit "C". The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Sewer CAF</u>
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10



3	30	\$25,516.50
4	61	\$51,883.55
5	59	\$50,182.45
6	40	\$34,022.00
7	50	\$42,527.50
8	43	\$36,573.65
9	83	\$70,595.65
<b>TOTAL</b>	<b>563</b>	<b>\$477,158.55</b>

Section 2.26. Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars (\$536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

<u>Sections</u>	<u>Number of Lots</u>	<u>Water CAF</u>
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	30	\$16,101.00
4	61	\$32,738.70
5	59	\$31,665.30
6	40	\$21,468.00
7	50	\$26,835.00
8	43	\$23,078.10
9	83	\$44,546.10
<b>TOTAL</b>	<b>563</b>	<b>\$301,088.70</b>

Section 2.27. Fencing. Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along Tigner Street or along the Anchor Rd./CR44 frontage. All perimeter fencing shall be maintained by the HOA. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development Section shall be installed prior to the occupancy of each residence in that Section.

Section 2.28. Conduit. Developer agrees to install in Sections and provide conduit for the installation of fiber internet in the entire Project, such conduit to be installed in each Section no later than the Public Improvement Completion date for each Section.

Section 2.29. Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 2.30. Property Acquisition. The Parties acknowledge that, if required, the Developer is responsible for the acquisition of certain off-site property rights and interests to allow



the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 2.31. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 2.32. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Plans and Specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 2.33. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 2.34. Impact Fees. All Impact Fees, if any, associated with the Development shall be paid pursuant to the City Regulations.

### ARTICLE III

#### CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

##### Section 3.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obtain or obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements



applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and one-year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors that construct the Public Improvements to provide payment, performance and one-year maintenance bonds in forms satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 3.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

**CITY OF ANGLETON, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR**



**PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT**

Section 3.03. The Developer or its designee (which shall be the Developer's Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated in Exhibit E, shall be paid by the Developer or caused to be paid by the Developer, or from the proceeds of PID Bonds and/or the Developer Cash Contribution in accordance with the Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

- (i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) Business Days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) Business Days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.
- (ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and



that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

- (iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 3.04. Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 3.05. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 3.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications. The Developer shall not, however, be liable for any claims arising out of the operation and



maintenance of the Public Improvements during the period within which the City operates and maintains the Public Improvements.

Section 3.07. Construction Standards and Inspection. The Public Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, among the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed, the City Regulations shall control.

Section 3.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 3.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement (pending acquisition and acceptance) to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form reasonably acceptable to the City Attorney.

Section 3.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications



are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) The Developer or such person selected by and contracting with the Developer for the construction of the Public Improvements shall provide the City with a copy of any written construction schedule outlining the major items of work of each major construction contractor relating to the Public Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any written construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soil, construction, and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and



(k) The Developer shall provide any other information or documentation, or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 3.11. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit E, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 3.12. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 3.13. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall



cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 3.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 3.15. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 2.29, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Days after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 3.16. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 3.17. Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the Deed Restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation



and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA, unless accepted by the City Council.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that HOA file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

(c) Covenants, conditions and restrictions for the HOA must be filed in each Section and the HOA Maintenance Agreement must be approved and executed before any Assessments are levied by the City on the Property.

#### ARTICLE IV

##### TERMINATION EVENTS

###### Section 4.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to a Section of Development if the City does not levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such Section of the Development.

(b) The Developer may terminate this Agreement if it does not close on all of the Property by the earlier of (i) April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

###### Section 4.02. City Termination Events.

(a) The City may terminate this Agreement for each Section and all remaining Sections if the City does not levy Assessments and enter into a Reimbursement Agreement for such Section of the Development by the applicable Section Public Financing Deadline.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable Section and any remaining Section, upon an uncured Event of Default by the Developer pursuant to Article VIII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements (private water, sewer and



road improvements) within the first Section of the Development necessary to obtain developed lots, has not occurred within two (2) years of the Effective Date.

(d) The City may terminate this Agreement or any Reimbursement Agreement with respect to any Section, at any time if the Public Improvements to be constructed in such Section have not reached Completion of Construction by the applicable Public Improvement Completion Date, as may have been extended pursuant to the terms of this Agreement or by other written agreement of the Parties.

(e) The City may terminate this Agreement with respect to the applicable Section and any remaining Section if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(f) The City may terminate this Agreement if Developer does not close on all of the Property by the earlier of (i) April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

Section 4.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred or the levy of assessments on any remaining Sections; provided, however, that as of the date of termination, any Public Improvements completed and accepted by the City shall still be subject to reimbursement. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs other than as set forth herein.

## ARTICLE V

### TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of the Assessments levied to reimburse the Public Improvements, (ii) (a) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction and acceptance of the Public Improvements, and (b) all PID Bond Proceeds or Assessment revenues pursuant to a Reimbursement Agreement have been expended for reimbursement of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements up to the Reimbursement Cap but in the amount set forth in the Service and Assessment Plan, (iii) an Event of Default under Article VI pursuant to which the non-defaulting Party exercises its right to terminate this Agreement, or (iv) the occurrence of a termination event under Article IV pursuant to which a Party has exercised its right to terminate this Agreement.



## ARTICLE VI

### DEFAULT AND REMEDIES

#### Section 6.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement, once the applicable time to cure, if any, as expired:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure from the date of expiration of such insurance or bonds.

(b) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.

#### Section 6.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 6.01(f) above). Except with respect to cure periods set forth in 6.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar



days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

(c) City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

- (i) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable from the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- (ii) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
- (iii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.



### Section 6.03. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

- (a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the receipt of written notice thereof by the City from the Developer.
- (b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

### Section 6.04. Developer's Remedies.

- (a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.
- (b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.
- (c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

### Section 6.05. Limited Waiver of Immunity.

- (a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.
- (b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:
  - (i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance then due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;
  - (i) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;



- (ii) The Parties may not recover attorney's fees; and
- (iii) The Parties are not entitled to specific performance or injunctive relief against the City.

**Section 6.06. Limitation on Damages.**

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

**Section 6.07. Waiver.** Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## ARTICLE VII

### INSURANCE, INDEMNIFICATION AND RELEASE

**Section 7.01. Insurance.** With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of one million dollars (\$1,000,000) per occurrence or a limit equal to the amount of the contract amount, two million dollars (\$2,000,000) general aggregate bodily injury and property damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;
- (i) Workers' Compensation insurance as required by law;



- (ii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- (iii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;
- (iv) Each policy of insurance with the exception of Workers' Compensation and professional liability shall be endorsed to include the City (including its former, current, and future public officials, staff, agents, and employees) as additional insureds;
- (v) Each policy, with the exception of workers' compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and
- (vi) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) Business Days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 7.02. Waiver of Subrogation Rights. The commercial general liability, workers' compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 7.03. Additional Insured Status. With the exception of worker's compensation insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 7.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer



shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) Business Days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 7.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

## ARTICLE VIII

### INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE



PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Section 8.01. Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 8.02. Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

## ARTICLE IX

### PAYMENT OF PUBLIC IMPROVEMENTS

#### Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any



obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written Acceptance of a Public Improvement, the City shall be responsible for all operation and maintenance, subject to any applicable maintenance-bond period, of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of actual costs or the available PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

#### Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each Section and provided that all Public Improvements for such Section, as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements in a Section as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City.

#### Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in Section 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs as approved by the City. The form of the Payment Certificate is set forth in Exhibit G, as may be modified by the applicable Indenture



or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP, and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) Business Days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within thirty (30) Business Days of receipt thereof. Payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit E and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The City intends to levy Assessments by the applicable Public Improvement Financing Date and may issue PID Bonds at a later date upon completion of the Public Improvement in each Section to reimburse the Public Improvement Project Costs as set forth in the SAP. Reimbursement for the costs of Public Improvements that have reached Completion of Construction shall be made on an annual basis from Assessments levied by the City pursuant to the SAP. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 1.02(d) can be met. The levy of Assessments and the issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is a governmental function of the City and is subject to the City's discretion and shall be determined by the City from time to time. In any event, the issuance of PID Bonds to Fund any



obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than one year after the applicable Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

#### Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

## ARTICLE X

### REPRESENTATIONS AND WARRANTIES

#### Section 10.01. Representations and Warranties of City.

(a) The City makes the following representation and warranty for the benefit of the Developer:

- (i) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this



Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

- (ii) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

#### Section 10.02. Representations and Warranties of Developer.

(a) The Developer makes the following representations, warranties and covenants for the benefit of the City:

- (i) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.
- (ii) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.



- (iii) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.
- (iv) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.
- (v) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- (vi) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Section. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit F, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Section.

## ARTICLE XI

### PROVISIONS FOR DEVELOPER

Section 11.01. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a



“Taking” of Developer’s, Developer’s grantee’s, or a grantee’s successor’s “Private Real Property,” as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer’s grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

## ARTICLE XII

### GENERAL PROVISIONS

Section 12.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager  
Chris Whittaker  
121 South Velasco  
Angleton TX 77515  
Email: [cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)

With a copy to: City Attorney  
Randle Law Office Ltd., LLP  
Grady Randle  
820 Gessner, Ste. 1570  
Houston, Texas 77024  
Email: [grady@jgradyrandlepc.com](mailto:grady@jgradyrandlepc.com)

To the Developer: Tejas Angleton Development, LLC  
Attn: Wayne L. Rea, II  
606 Marshall Street, Unit A28  
Houston, Texas 77006  
Telephone: (713) 289-4267  
Email: [waynerea@swbell.net](mailto:waynerea@swbell.net)

Section 12.02. Make-Whole Provision. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations (the “PID Bond Fee”). Prior to issuance of any PID Bonds, the City’s financial



advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

If the City is planning to issue debt obligations as qualified tax-exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City. The City shall include language similar to this Section 12.02 in any agreement it enters into with a developer or landowner where the issuance of public improvement district bonds is contemplated.

#### Section 12.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written



records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to an assignment to an Affiliate and shall not be required to make any representations with respect to any assignment to a non-Affiliate.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days after written notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.



Section 12.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 12.06. Time. In computing the number of calendar days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. If the final day of any time period (with respect to calendar days or Business Days) falls on a Saturday, Sunday, or legal holiday (as observed by the City), then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday (as observed by the City).

Section 12.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties. The City does not consent to and will not participate in any third-party financing of the Assessment revenues.

Section 12.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 1.05. Subject to Section 12.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;



(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 12.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 12.12. Estoppel Certificates. From time to time within fifteen (15) Business Days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, with no duty of inquiry, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.13. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.14. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.



#### Section 12.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 12.19. No Reduction of Assessments. Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 12.20. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) *Not a Sanctioned Company.* The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.



(d) *No Boycott of Energy Companies.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 12.21. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

Section 12.22. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12.23. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

Section 12.24. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 12.20 of this Agreement in a form acceptable to the Texas Attorney General.

(a) Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules, and venue for any action concerning this Agreement and the Agreement shall be in the State District Court of Brazoria County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.25. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Agreement, the Agreement shall control, except that in all cases, Applicable Law shall control.

Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments that are not superseded by this Agreement, as set out by the City of Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each Section. Such PID Enhancement Fund payment is due upon invoicing by the City.

Section 12.27. Change in Control. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any sale of the Property or agreement



for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 12.28. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.29. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.30. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.31. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.32. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.33. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.34. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]



## CITY OF ANGLETON, TEXAS

By: \_\_\_\_\_

John Wright, Mayor

Date: \_\_\_\_\_

3/25/2025

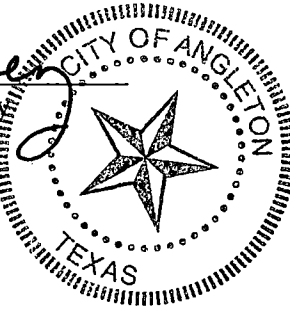
ATTEST

By: \_\_\_\_\_

Michelle Perez, City Secretary

Date: \_\_\_\_\_

3/25/2025



THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on March 25, 2025, by John Wright, Mayor of the City Angleton, Texas.



Desiree Henson

Notary Public, State of Texas



DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.  
a Texas Limited Liability Company

Wayne L. Rea, II

Title: ManagerDate: Wayne L Rea, II

THE STATE OF TEXAS

§

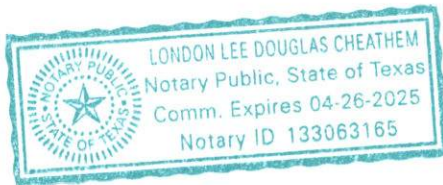
COUNTY OF HARRIS

§

§

This instrument was acknowledged before me, the undersigned authority, this 27<sup>th</sup> day of March, 2025, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

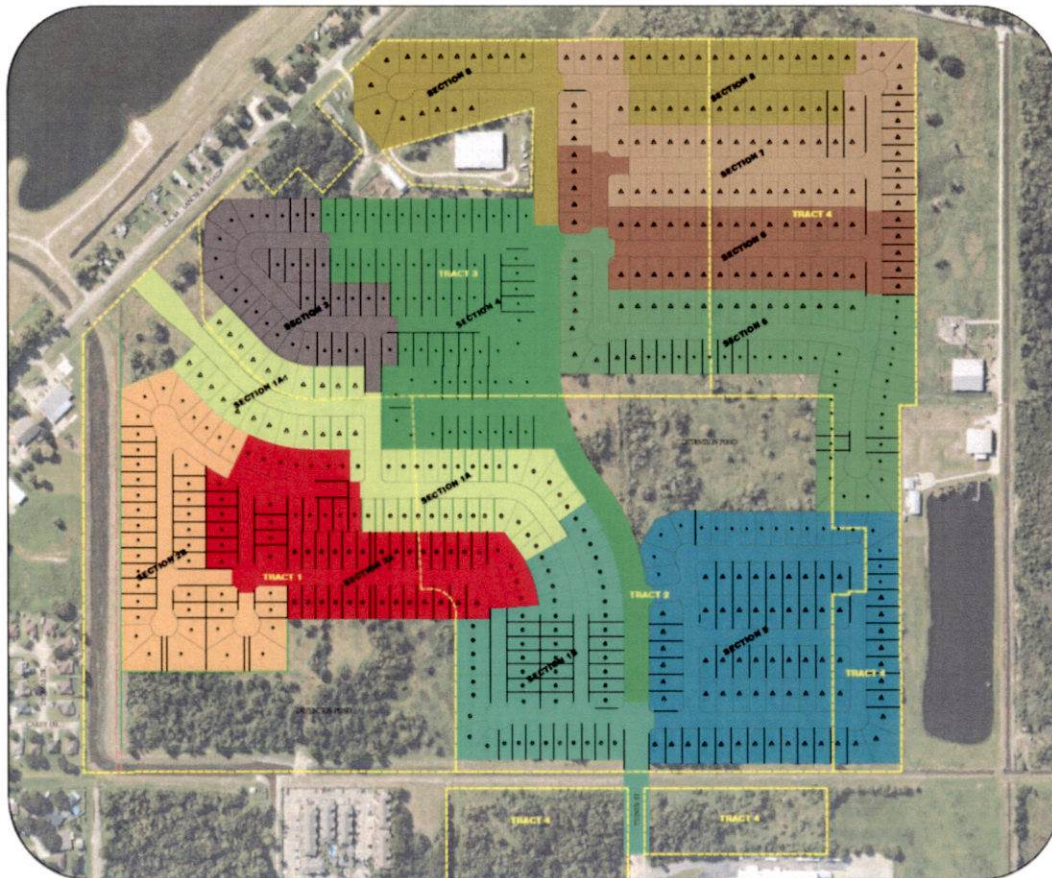








**EXHIBIT "B"**  
**LAND PLAN**  
**(SECTION 9 SINGLE-FAMILY)**



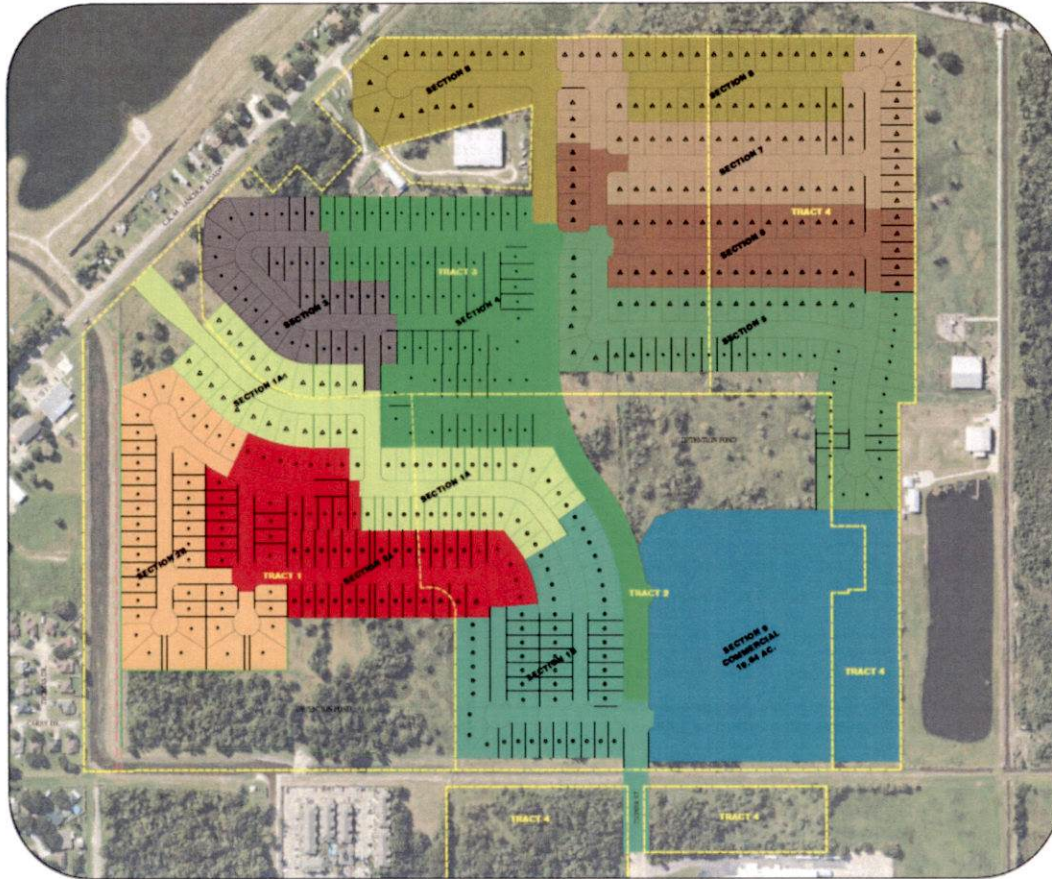
**LOT SUMMARY**

SECTION 1A	36 LOTS	26457, 26467
SECTION 1B	36 LOTS	30457
SECTION 2A	36 LOTS	10457, 10467, 14457
SECTION 2B	42 LOTS	62457
SECTION 3	36 LOTS	30457
SECTION 4	6 LOTS	62457
SECTION 5	36 LOTS	30457, 30467
SECTION 6	36 LOTS	40457
SECTION 7	36 LOTS	30457
SECTION 8	42 LOTS	40457
SECTION 9	36 LOTS	10457, 14457
<b>TOTAL LOTS</b>	<b>561</b>	
100 • 36 LOTS		
214 • 36 LOTS		
243 • 36 LOTS		

**EXHIBIT 6 RESIDENTIAL**  
*Austin Colony*  
*Subdivision*  
164.50 ACRES OF LAND  
**B&L**  
BATES & LAWSON, INC.  
OF TEXAS  
10000 N. FARM ROAD, SUITE 100, DALLAS, TEXAS 75243  
TEL: 972-344-1111 FAX: 972-344-1112



**EXHIBIT "B-1"**  
**LAND PLAN**  
**(SECTION 9 COMMERCIAL)**



DATE: 03/03/25



**LOT SUMMARY**

<span style="display: inline-block; width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black;"></span>	<b>SECTION 1A</b> 38 LOTS 26.00, 22.40
<span style="display: inline-block; width: 15px; height: 15px; background-color: #008000; border: 1px solid black;"></span>	<b>SECTION 1B</b> 35 LOTS 35.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border: 1px solid black;"></span>	<b>SECTION 2A</b> 31 LOTS 15.00, 17.00, 1.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFA500; border: 1px solid black;"></span>	<b>SECTION 2B</b> 31 LOTS 6.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #8B4513; border: 1px solid black;"></span>	<b>SECTION 3</b> 31 LOTS 35.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #006400; border: 1px solid black;"></span>	<b>SECTION 4</b> 31 LOTS 35.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #008000; border: 1px solid black;"></span>	<b>SECTION 5</b> 31 LOTS 35.00, 2.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #654321; border: 1px solid black;"></span>	<b>SECTION 6</b> 31 LOTS 6.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #D2B48C; border: 1px solid black;"></span>	<b>SECTION 7</b> 31 LOTS 35.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #8FBC8F; border: 1px solid black;"></span>	<b>SECTION 8</b> 31 LOTS 6.00
<span style="display: inline-block; width: 15px; height: 15px; background-color: #4682B4; border: 1px solid black;"></span>	<b>SECTION 9</b> COMMERCIAL 19.04 AC.
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFFFF; border: 1px solid black; border-radius: 50%;"></span>	0 30 LOTS
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFFFF; border: 1px solid black; border-radius: 50%;"></span>	• 33 LOTS
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFFFF; border: 1px solid black; border-radius: 50%;"></span>	▲ 30 LOTS
<b>TOTAL LOTS</b> 478	
100 = 30 LOTS	
195 = 33 LOTS	
183 = 30 LOTS	

EXHIBIT 6 COMMERCIAL  
*Austin Colony*  
*Subdivision*  
164.50 ACRES OF LAND





**EXHIBIT “C”**  
**CAPACITY ACQUISITION FEE MEMO**





## Memo

Date: Friday, May 20, 2022

Project: Austin Colony Subdivision (Tigner Tract) (Revised – 540 Lots)

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 540 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

### Capacity Verification

- Water Demand
  - Average Daily Demand (ADD): 300 gallons per day per connection,  $540 \times 300 = 162,000$  gpd or 112.50 gpm
  - Max Daily Demand (MDD):  $1.7 \times \text{ADD} = 191.25$  gpm
  - Peak Hour Demand (PHD):  $1.25 \times \text{MDD} = 239.06$  gpm
- Water Model Run
  - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
  - The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).
- Wastewater Flows
  - Average Daily Flow (ADF): 255 gallons per day per connection,  $540 \times 255 = 137,700$  gpd or 95.63 gpm
  - Peak Hour Wet Weather Flow (PWF):  $4 \times \text{ADF} = 382.50$  gpm.
- Wastewater Model Run
  - The existing model was run for PWF scenario, which uses a peaking factor of 4.



- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

**Capacity Acquisition Fee:**

Please see Appendix A for the calculations for the Capacity Acquisition Fee:

- Water Service
  - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
  - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
    - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 13% (peak flow)
  - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
    - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
  - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
    - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 16% (peak flow)
  - Fee for sewer service is \$850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,387.25. The total fee for the projected 540 homes for Austin Colony is approximately \$749,115.00. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

**ATTACHMENTS**

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)



## APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost In Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,295	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,035,835	3,672,000	\$84.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost In Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.94
<sup>1</sup> Total Cost Per Connection for Water Purchased From Braxsport Water Authority (BWA)								
<sup>2</sup> Total Estimated Cost Per Water Connection								\$596.70

## Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost In Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3237	\$ 10,163,265	1	\$ 10,163,265	3,600,000	\$719.90

## Wastewater Infrastructure

Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	Estimated Construction Cost In Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)
Gravity Sewer								
24" Main (2,740 feet)	\$ 753,500	1970	1381	\$ 90,754	13%	\$ 12,092		\$ 22.39
36" Main (390 feet)	\$ 165,750	1970	1381	\$ 19,963	6%	\$ 1,203		\$ 2.23
Total Gravity Sewer						\$ 13,294		\$ 24.62
Force Main								
18" Force Main (12,300 feet)	\$ 1,807,900	1970	1381	\$ 217,749	16%	\$ 34,995	540	\$ 64.81
Total Force Main						\$ 34,995		\$ 64.81
Lift Station								
No. 7	\$ 1,150,000	1970	1381	\$ 138,510	16%	\$ 22,260		\$ 41.22
Total Lift Station						\$ 22,260		\$ 41.22
Total Wastewater Infrastructure						\$ 70,550		\$ 130.65

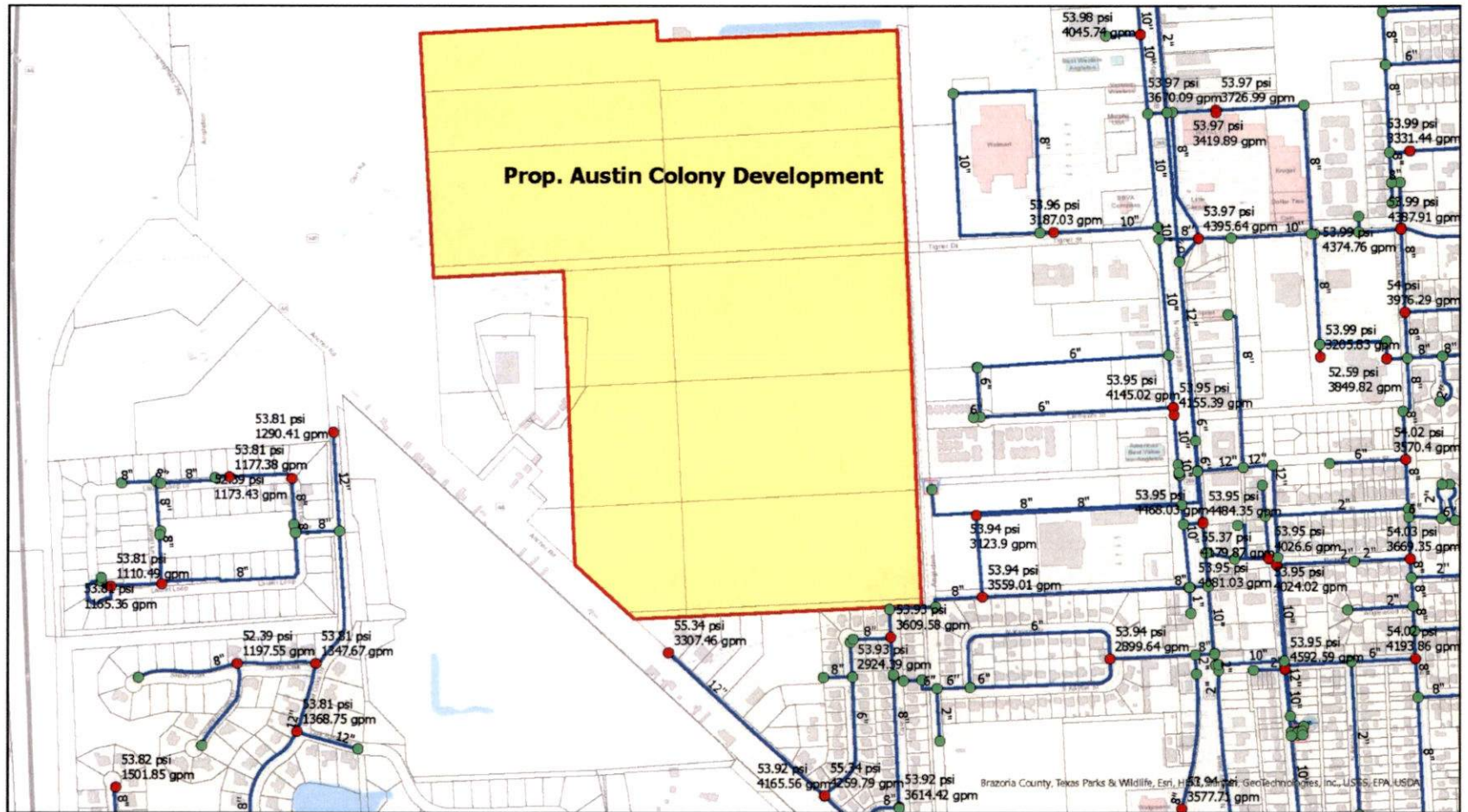
Total Estimated Cost Per Wastewater Connection

\$650.55

<sup>1</sup> The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.<sup>2</sup> The cost shown is the adopted flat fee per ESU for water service.<sup>3</sup> The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.



Exhibit C



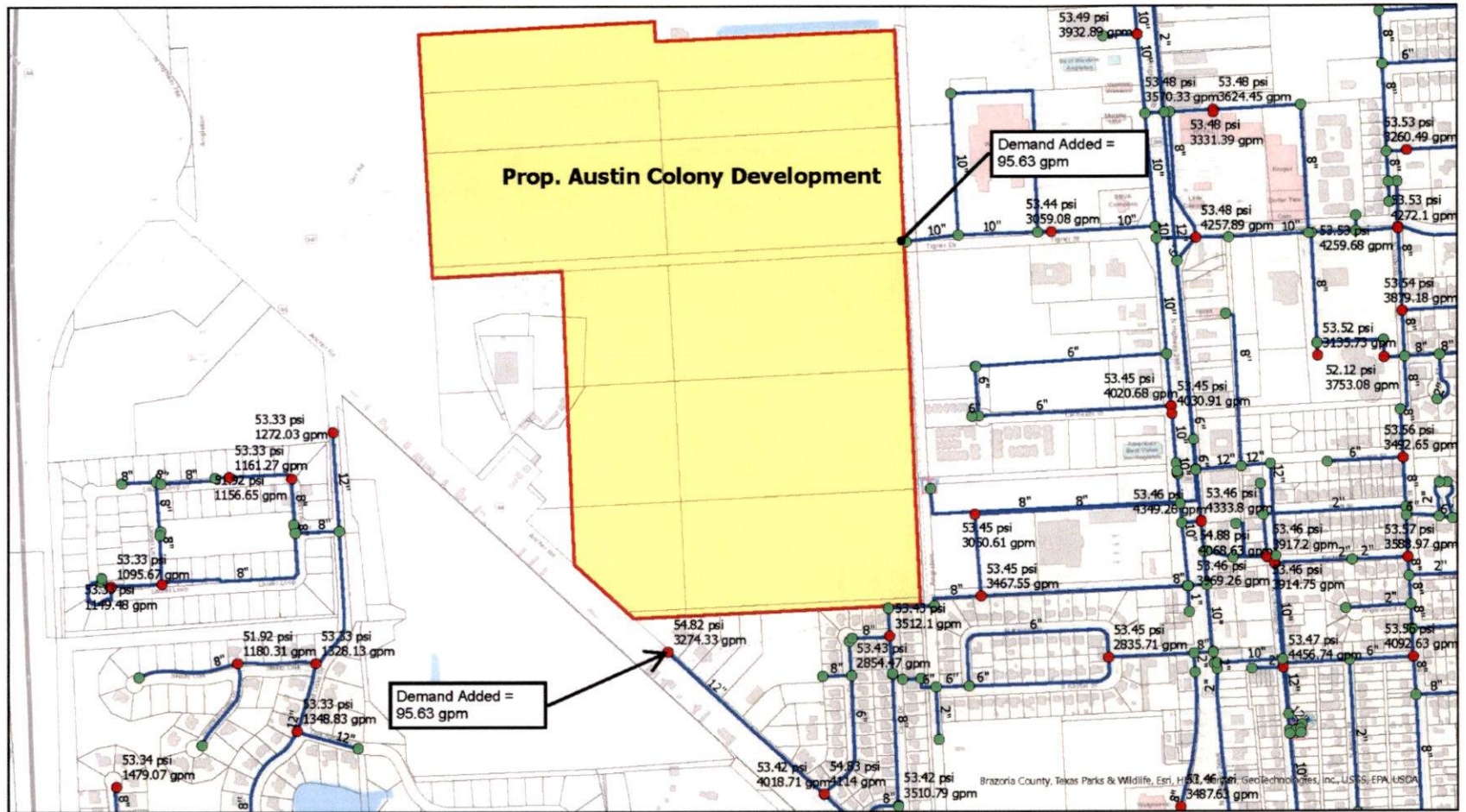
City of Angleton, Texas - Water System Modeling  
Austin Colony Development - Existing System Pressure and Available Fire Flow



1 inch equals 500 feet  
0 250 500 1,000 Feet



Exhibit C

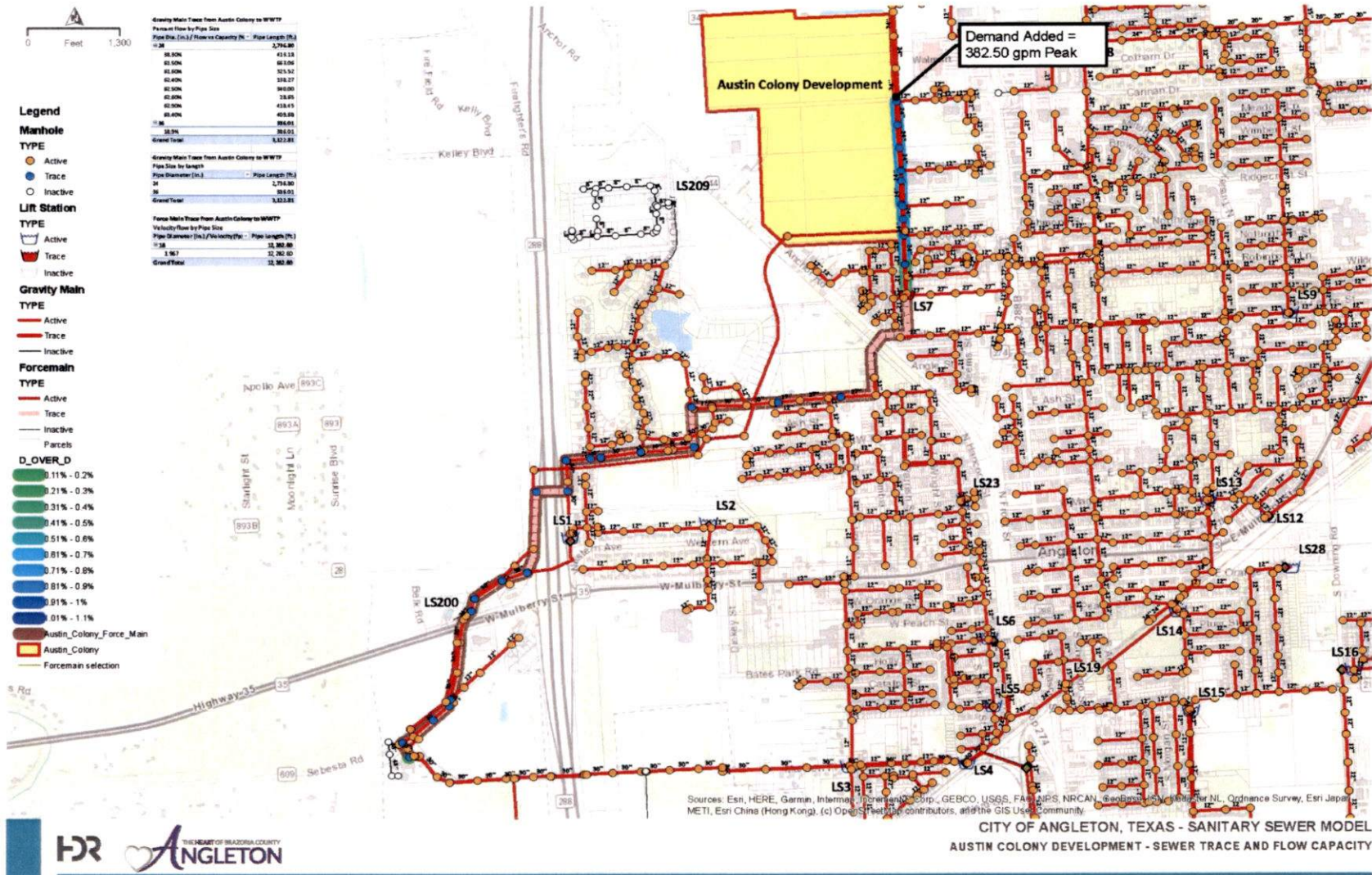


City of Angleton, Texas - Water System Modeling  
Austin Colony Development - Post Development System Pressure and Available Fire Flow



1 inch equals 500 feet  
0 250 500 1,000 Feet







**EXHIBIT "D"****PID PETITION****PETITION FOR CREATION OF****AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ANGLETON, TEXAS:

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, ("Owners"), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the "Act"), who hereby petition the City of Angleton, Texas ("City"), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as "Austin's Colony Public Improvement District" (the "District"). In support of same, Owners would respectfully show the following:

**I.**

The boundaries of the proposed District are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

**II.**

The general nature of the proposed public improvements (the "Improvements") are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

**III.**

The estimated total cost of the proposed Improvements is \$31,250,000.00.

**IV.**

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public



Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.



**EXHIBIT A**  
**PETITION FOR CREATION OF**  
**AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT**

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres 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):

**Overall 166.97 acre tract:**

**BEGINNING** at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

**THENCE**, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

**THENCE**, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;



THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.



**SAVE AND EXCEPT 2.47 ACRES:**

**COMMENCING** at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES



**EXHIBIT E****PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS**

The Public Improvements and costs set forth below are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.



ITEM DESCRIPTION	COMBINED EXTENSION	1 QTY.	1A QTY.	2 QTY.	1 EXTENSION	1A EXTENSION	2 EXTENSION
Clearing Right of Way - Demolition of barbed Wire Fence	\$ 4,100.00	3,280	0	0	\$ 4,100.00	\$ 0.00	\$ 0.00
Clearing and Grubbing	\$ 376,800.00	42.36	17.00	16.00	\$ 211,800.00	\$ 85,000.00	\$ 80,000.00
Roadway Excavation (Includes Lot Grading)	\$ 84,703.50	5,391	6,327	4,416	\$ 28,302.75	\$ 33,216.75	\$ 23,184.00
6" Lime Stabilized Subgrade	\$ 105,212.25	17,806	13,666	15,289	\$ 40,063.50	\$ 30,748.50	\$ 34,400.25
Lime (7% by Weight)	\$ 191,676.80	281	288	323	\$ 60,311.80	\$ 61,920.00	\$ 69,445.00
Concrete Pavement 6" Thick	\$ 2,230,611.00	16,622	12,027	13,438	\$ 880,966.00	\$ 637,431.00	\$ 712,214.00
Concrete Curb (4" to 6")	\$ 166,491.60	9,531	7,374	8,321	\$ 62,904.60	\$ 48,668.40	\$ 54,918.60
Concrete Sidewalk	\$ 281,826.00	14,260	5,730	7,640	\$ 145,452.00	\$ 58,446.00	\$ 77,928.00
Concrete Wheelchair Rmps	\$ 57,200.00	10	7	9	\$ 22,000.00	\$ 15,400.00	\$ 19,800.00
24" Driveway Culvert (Under Pvmnt)(Entry Drive)	\$ 11,136.00	128	0	0	\$ 11,136.00	\$ 0.00	\$ 0.00
Installation of Geotechnical Fabric for Wet Sand	\$ 12,565.00	1,913	600	0	\$ 9,565.00	\$ 3,000.00	\$ 0.00
Street Signs	\$ 6,670.80	7	3	2	\$ 3,891.30	\$ 1,667.70	\$ 1,111.80
Type III Barricades	\$ 6,060.80	4	1	3	\$ 3,030.40	\$ 757.60	\$ 2,272.80
Precast S.E.T. (24" w/ 6:1 Slopes)	\$ 3,355.80	2	0	0	\$ 3,355.80	\$ 0.00	\$ 0.00
Boring (Casing for 12" W.L.)	\$ 33,750.00	35	100	0	\$ 8,750.00	\$ 25,000.00	\$ 0.00
Boring (8" San. Sew., 9'-11' Depth)	\$ 40,500.00	35	100	0	\$ 10,500.00	\$ 30,000.00	\$ 0.00
4" Waterline	\$ 500.00	20	0	0	\$ 500.00	\$ 0.00	\$ 0.00
6" FH Lead (6' Long)	\$ 2,166.00	10	3	2	\$ 1,444.00	\$ 433.20	\$ 288.80
8" Waterline	\$ 393,452.00	4,090	2,686	3,578	\$ 155,420.00	\$ 102,068.00	\$ 135,964.00
12" Waterline	\$ 24,700.00	380	0	0	\$ 24,700.00	\$ 0.00	\$ 0.00
12" Wet Connection	\$ 5,043.20	1	1	2	\$ 1,260.80	\$ 1,260.80	\$ 2,521.60
Fittings	\$ 104,820.03	5.17	2.60	3.60	\$ 47,662.23	\$ 23,969.40	\$ 33,188.40
Waterline Plugs (All Sizes)	\$ 8,462.30	6	1	4	\$ 4,615.80	\$ 769.30	\$ 3,077.20
Water Line Service (Short-Single)	\$ 5,306.70	3	2	2	\$ 2,274.30	\$ 1,516.20	\$ 1,516.20
Water Line Service (Short-Double)	\$ 37,474.50	18	14	11	\$ 15,687.00	\$ 12,201.00	\$ 9,586.50
Water Line Service (Long-Single)	\$ 6,862.10	3	2	2	\$ 2,940.90	\$ 1,960.60	\$ 1,960.60
Water Line Service (Long-Double)	\$ 56,877.60	28	13	11	\$ 30,626.40	\$ 14,219.40	\$ 12,031.80
6" Gate Valve w/ Box	\$ 16,500.00	10	3	2	\$ 11,000.00	\$ 3,300.00	\$ 2,200.00
8" Gate Valve w/ Box	\$ 46,400.00	15	6	8	\$ 24,000.00	\$ 9,600.00	\$ 12,800.00
12" Gate Valve w/ Box	\$ 3,200.00	1	0	0	\$ 3,200.00	\$ 0.00	\$ 0.00
Fire Hydrant	\$ 48,000.00	10	3	2	\$ 32,000.00	\$ 9,600.00	\$ 6,400.00
8" Solid White Thermoplastic Pvmnt Marking	\$ 3,565.00	75	500	0	\$ 465.00	\$ 3,100.00	\$ 0.00
Sanitary Sewer Manhole	\$ 180,000.00	20	10	10	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Sanitary Sewer Manhole (Extra Depth)	\$ 4,891.29	4.22	2	4	\$ 2,019.69	\$ 957.20	\$ 1,914.40
Sanitary Sewer Manhole (Stub In)	\$ 12,636.60	1	1	0	\$ 6,318.30	\$ 6,318.30	\$ 0.00
8" Sanitary Sewer (0' to 5' Depth)	\$ 90,592.00	1,314	600	470	\$ 49,932.00	\$ 22,800.00	\$ 17,860.00
8" Sanitary Sewer (5' to 7' Depth)	\$ 71,526.00	503	600	600	\$ 21,126.00	\$ 25,200.00	\$ 25,200.00
8" Sanitary Sewer (7' to 9' Depth)	\$ 132,400.00	1,608	600	440	\$ 80,400.00	\$ 30,000.00	\$ 22,000.00
8" Sanitary Sewer (9' to 11' Depth)	\$ 58,825.00	305	600	0	\$ 19,825.00	\$ 39,000.00	\$ 0.00
Sanitary Sewer Service (Short-Single)	\$ 13,844.60	7	2	2	\$ 8,810.20	\$ 2,517.20	\$ 2,517.20
Sanitary Sewer Service (Short-Double)	\$ 62,899.20	28	13	11	\$ 33,868.80	\$ 15,724.80	\$ 13,305.60
Sanitary Sewer Service (Long-Double)	\$ 73,537.60	16	14	11	\$ 28,697.60	\$ 25,110.40	\$ 19,729.60
Sanitary Sewer Service (Long-Single)	\$ 17,218.80	5	2	2	\$ 9,566.00	\$ 3,826.40	\$ 3,826.40
Sanitary Sewer Plug (All Sizes)	\$ 1,078.20	4	0	2	\$ 718.80	\$ 0.00	\$ 359.40
Wellpointing (Sanitary Sewer Construction)	\$ 94,740.10	1,913	600	0	\$ 72,120.10	\$ 22,620.00	\$ 0.00
Deep Trench Construction (San. Sew. 5' to 7')	\$ 1,571.40	546	600	600	\$ 491.40	\$ 540.00	\$ 540.00
Deep Trench Construction (San. Sew. Over 7')	\$ 3,197.70	1,913	1,200	440	\$ 1,721.70	\$ 1,080.00	\$ 396.00
Deep Trench Construction (St. Sew. 5' to 7')	\$ 3,215.70	1,253	1,250	1,070	\$ 1,127.70	\$ 1,125.00	\$ 963.00
Deep Trench Construction (St. Sew. Over 7')	\$ 3,113.10	1,979	1,030	450	\$ 1,781.10	\$ 927.00	\$ 405.00
Rock Rip Rap (2 Locations)(10' to 16" Round)	\$ 57,305.30	1440	770	0	\$ 37,339.20	\$ 19,966.10	\$ 0.00
Perimeter Drainage Swales ("V" Bot, 6"-24" Deep, 4:1 Slopes)	\$ 89,240.00	2,040	1,840	0	\$ 46,920.00	\$ 42,320.00	\$ 0.00
Conc. Slope Paving - Pipe Outfall w/ Cut-Off	\$ 18,897.20	1	2	1	\$ 4,724.30	\$ 9,448.60	\$ 4,724.30
Conc. Pilot Channel (5'-1/2" Thick, 4' Wide)	\$ 70,070.17	425	626	0	\$ 28,334.75	\$ 41,735.42	\$ 0.00
Inlets (Type C - L = 5')	\$ 259,700.00	19	17	13	\$ 100,700.00	\$ 90,100.00	\$ 68,900.00
Inlets (Type C - L = 10')	\$ 5,600.00	1	0	0	\$ 5,600.00	\$ 0.00	\$ 0.00
Inlets (Type A)(Entry Drive)	\$ 3,000.00	1	0	0	\$ 3,000.00	\$ 0.00	\$ 0.00
Storm Sewer Manholes (2 Pipes)	\$ 58,500.00	6	4	3	\$ 27,000.00	\$ 18,000.00	\$ 13,500.00
Storm Sewer Manhole (3 Pipes)	\$ 51,000.00	5	0	1	\$ 42,500.00	\$ 0.00	\$ 8,500.00
Storm Sewer Manholes (1 Jt. San. Sew.)	\$ 28,000.00	3	2	2	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
18" Storm Sewer (Under Pvmnt)	\$ 6,630.00	102	0	0	\$ 6,630.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Under Pvmnt)	\$ 38,080.00	56	330	90	\$ 4,480.00	\$ 26,400.00	\$ 7,200.00
30" Storm Sewer (Under Pvmnt)	\$ 311,640.00	960	920	1060	\$ 101,760.00	\$ 97,520.00	\$ 112,360.00
36" Storm Sewer (Under Pvmnt)	\$ 101,286.00	302	160	200	\$ 46,206.00	\$ 24,480.00	\$ 30,600.00
42" Storm Sewer (Under Pvmnt)	\$ 272,650.00	110	350	870	\$ 22,550.00	\$ 71,750.00	\$ 178,350.00
48" Storm Sewer (Under Pvmnt)	\$ 171,250.00	455	230	0	\$ 113,750.00	\$ 57,500.00	\$ 0.00
54" Storm Sewer (Under Pvmnt)	\$ 65,520.00	112	70	0	\$ 40,320.00	\$ 25,200.00	\$ 0.00
5' x 4' Box Culvert (Under Pvmnt)	\$ 257,000.00	294	220	0	\$ 147,000.00	\$ 110,000.00	\$ 0.00
7' x 4' Box Culvert (Outfall to Pond)	\$ 143,500.00	205	0	0	\$ 143,500.00	\$ 0.00	\$ 0.00
18" HDPE ( From perimeter Swale to CR 44)	\$ 5,200.00	40	40	0	\$ 2,600.00	\$ 2,600.00	\$ 0.00
24" Storm Sewer (Grass)	\$ 11,600.00	145	0	0	\$ 11,600.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Grass) (Oufall from Detention)	\$ 11,700.00	130	0	0	\$ 11,700.00	\$ 0.00	\$ 0.00
42" Storm Sewer (Grass)	\$ 79,920.00	444	0	0	\$ 79,920.00	\$ 0.00	\$ 0.00
Storm Sewer Plug (All Sizes)	\$ 2,933.60	4	2	2	\$ 1,466.80	\$ 733.40	\$ 733.40
Storm Water Pollution Prevention Plan	\$ 46,137.30	1	1	1	\$ 15,379.10	\$ 15,379.10	\$ 15,379.10
4" Sch. 40 PVC Conduits (4 Locations)	\$ 5,886.00	180	180	180	\$ 1,962.00	\$ 1,962.00	\$ 1,962.00
<b>TOTAL AMOUNT ON BID</b>	<b>\$ 8,254,025.59</b>				<b>\$ 3,502,804.17</b>	<b>\$ 2,261,875.57</b>	<b>\$ 2,038,925.35</b>



## **EXHIBIT F**

### **CONSENT AND AGREEMENT OF LANDOWNERS**

This Consent and Agreement of Landowner is issued by \_\_\_\_\_, as the landowner (the “Landowner”) who holds record title to all property located within The Austin Colony (PID No. 3) Public Improvement District (the “PID”) created by the City of Angleton pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated \_\_\_\_\_, 2021, including the Service and Assessment Plan and Assessment Roll attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll.
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.



9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of \_\_\_\_\_, 20\_\_.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*[Execution page follows]*



IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of \_\_\_\_\_, 20[\_\_\_].

\_\_\_\_\_

By:

COUNTY OF HARRIS

§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as, \_\_\_\_\_ company on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT G****FORM OF PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. \_\_\_\_\_

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the "Indenture") relating to the "City of Angleton, Texas, Special Assessment Revenue Bonds, Series 20\_\_ (The Austin Colony (PID No. 3) Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the \_\_\_\_\_, Texas \_\_\_\_\_ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

\_\_\_\_\_ the Public Improvement Account of the Project Fund  
from \_\_\_\_\_, N.A., (the "Trustee"), in the amount of \_\_\_\_\_  
(\$\_\_\_\_\_) for the reimbursement of the costs of labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Austin Colony (PID No. 3) Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Austin Colony (PID No. 3) Public Improvement District and has no outstanding delinquencies for such Public Assessments.
6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.



7. The work with respect to Public Improvements referenced below has been completed, and the City has inspected and accepted such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

<b>Payee / Description of Public Improvement</b>	<b>Total Cost Public Improvement</b>	<b>Budgeted Cost of Public Improvement</b>	<b>Amount requested be paid from the Public Improvement Account</b>	<b>Amount requested to be paid from the Developer Improvement Account</b>

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations and has accepted such Public Improvements.

**Payments requested hereunder shall be made to the Developer as directed below:**

- a. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_,  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



### **APPROVAL OF REQUEST**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer as directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

### **CITY OF ANGLETON, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H****FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for \_\_\_\_\_, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from \_\_\_\_\_, (the "Trustee") in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for costs incurred in the establishment, administration, and operation of the Austin Colony (PID No. 3) Public Improvement District (the "District"), as follows:

<b>Closing Costs Description</b>	<b>Cost</b>	<b>PID Allocated Cost</b>
<b>TOTAL</b>		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.



**Payments requested hereunder shall be made to the Developer as directed below:**

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

**CITY OF ANGLETON, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT I****HOME OR PROPERTY BUYER DISCLOSURE PROGRAM**

The Developer (as defined in the Service and Assessment Plan) for the Austin Colony (PID No. 3) Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders or cause the homebuilders to notify settlement companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.



**EXHIBIT J**

**AMENITIES**

- Entry monument, playground with equipment, planted, aerated; to be completed with Section 1.
- Austin Colony Blvd., Tigner Street, and the property frontage along CR44/Anchor Rd. will have premium wooden fence with vegetation, irrigation and lighting
- reflective pond at Tigner Street / Austin Colony Blvd.





## AGENDA SUMMARY/STAFF REPORT

---

**MEETING DATE:** July 22, 2025

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

**AGENDA CONTENT:** Discussion and update on the Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, currently a Specific Use Permit within a Single-family Residential 7.2 District (SF-7.2).

**AGENDA ITEM SECTION:** Regular Agenda Item.

---

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:** On 6/10/2025, under Mayor and Council Communications, Council Member Christiene Daniel requested that Development Services, with Legal, provide research and an update on the Gambit/Power Plus Battery Park Facility and the SUP55 (Specific Use Permit), and zoning history within the SF7.2 Zoning, as it relates to electrical generation.

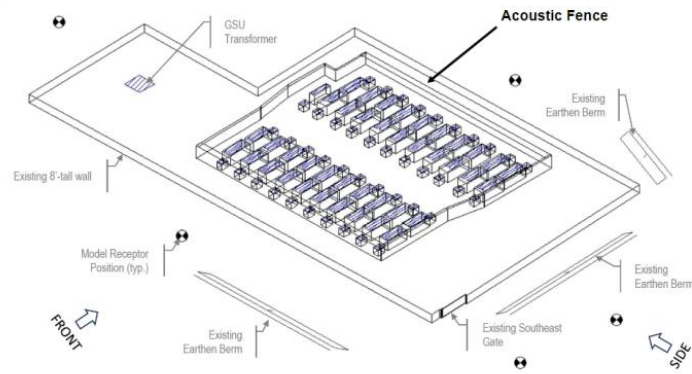
### History:

A modification was made to the approved Specific Use Permit, under Ordinance No. 20200114-004 adopted on January 14, 2020, by City Council, allowing for the construction and operation of an energy storage park (ESS) and necessary substation equipment for the storage of electrical energy located at Property ID No. 570367.

*Staff has been working with Randle Law Firm on the history and also the categories of land use. A written memo, prepared by Legal, is attached for the Council's review and discussion along with a series of Exhibit documentation.*



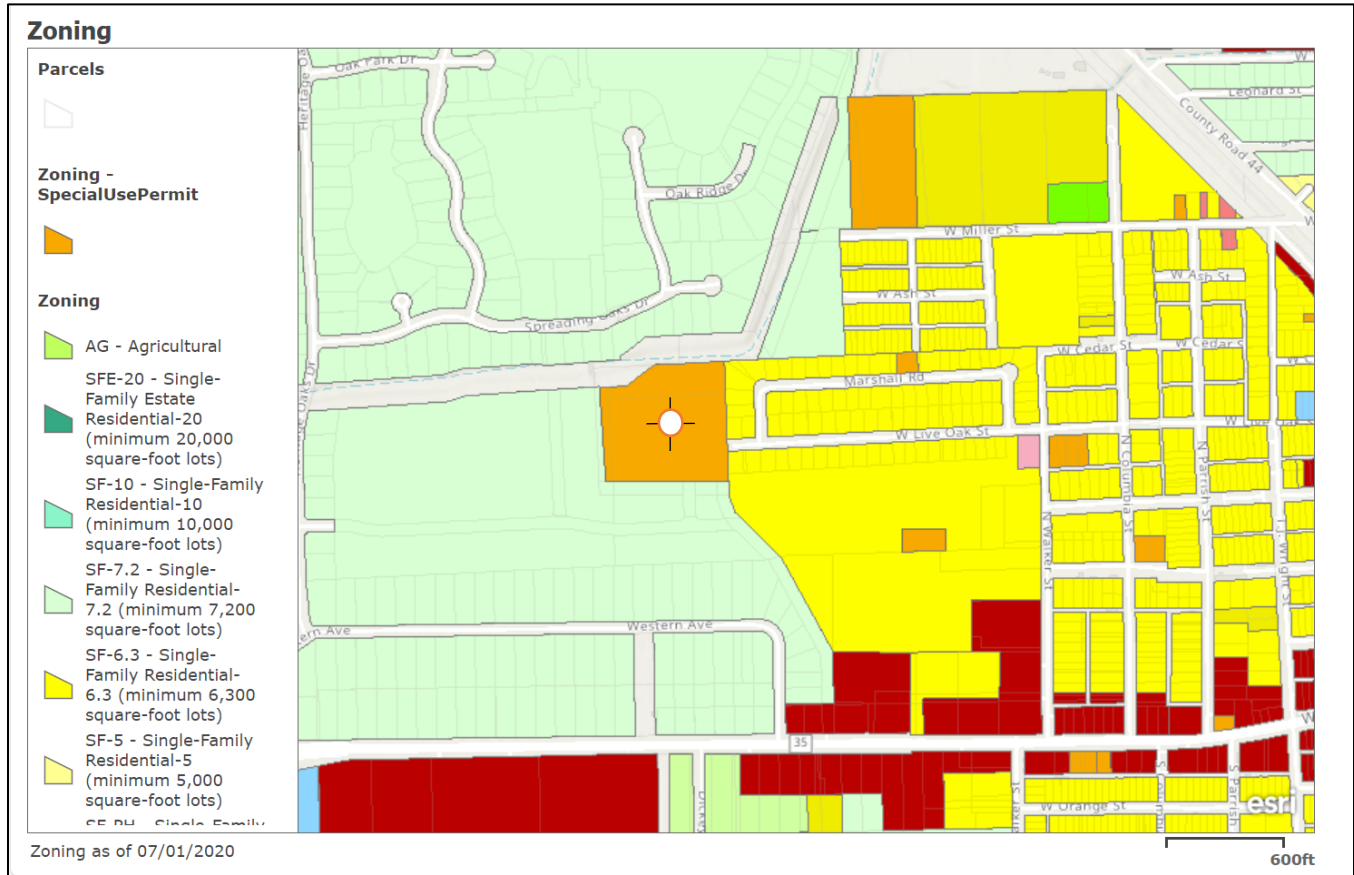
## Fence Layout



- Quilted Curtain Exterior Grade



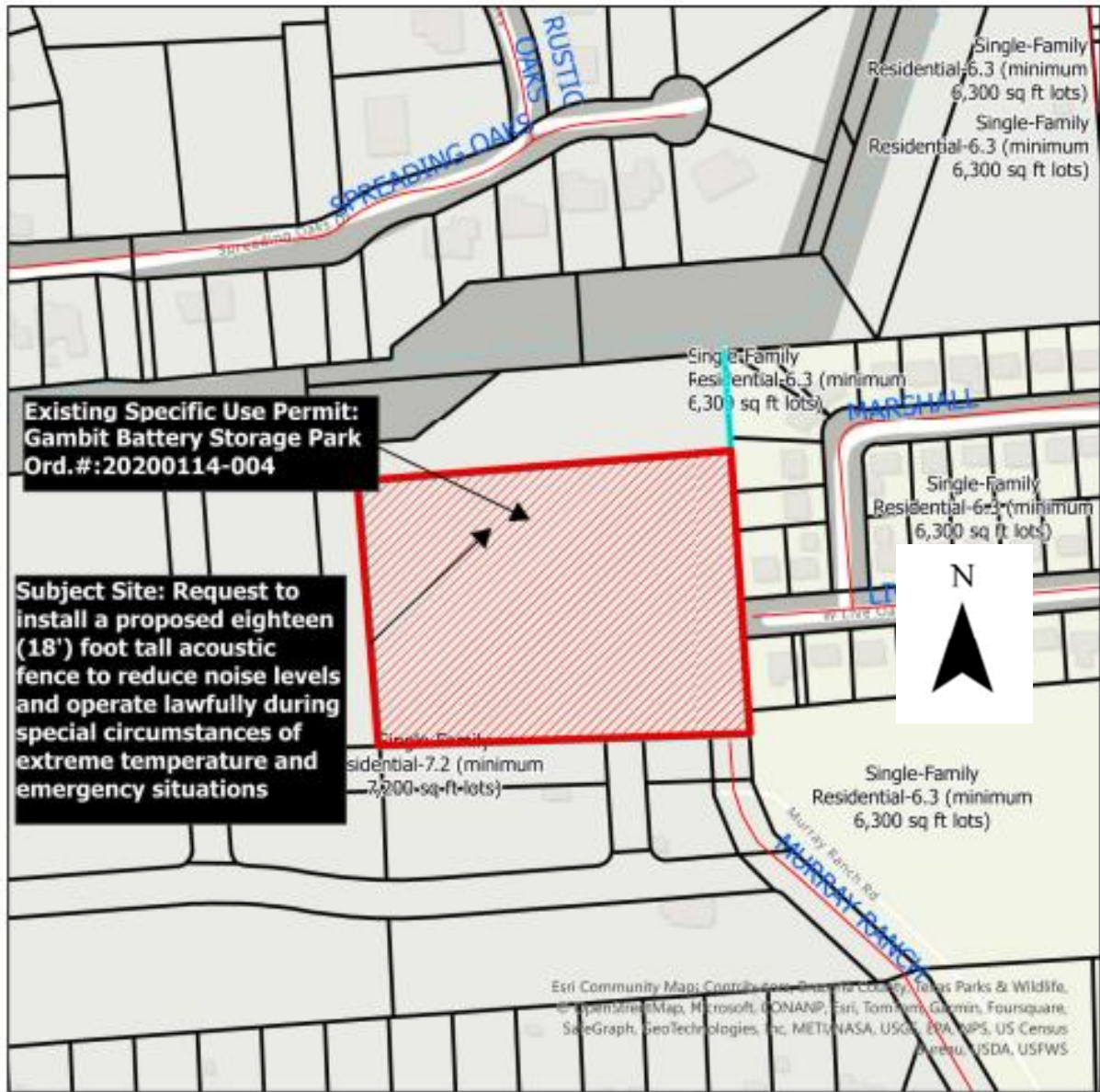
## ZONING MAP



### SURROUNDING CONDITIONS:

Location	Current Use	Zoning Classification/Use
North	Residential	SF 7.2 Single Family District
South	Residential	SF 7.2 Single Family District
West	Residential	SF 7.2 Single Family District
East	Residential	SF 6.3 Single Family District





VICINITY MAP





*AERIAL MAP*



*Photo of Sound Wall as Installed*



# Site Photographs



**View onsite of battery units**



**View onsite of battery units**

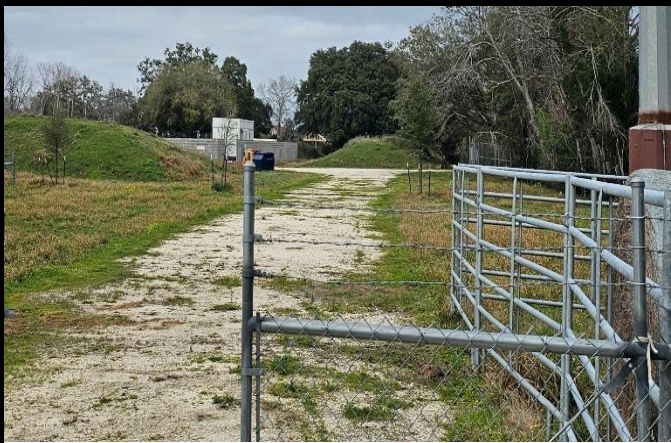


**View looking South toward Murray Ranch Rd. from Site**



**View looking west towards Site Entry**





View looking North towards site from Murray Ranch Rd.



View looking on site of Battery Units and access drive



View at looking West towards Site Entry



View looking North @ Berm area



View looking East from Site @ Berm area



View at W. Live Oak Street looking East from Site





View at W. Live Oak Street of abutting Residence



View at W. Live Oak Street looking East from Site

**Recommendation:**

City Council should receive the update by Staff and Legal regarding the Gambit/Power Plus Battery Park Facility and the SUP55 (Specific Use Permit).





Memorial City Plaza II  
820 Gessner, Suite 1570  
Houston, TX 77024-4494

**MEMORANDUM**

**TO: City Council of City of Angleton, Texas**

**THRU: J. Grady Randle and Otis Spriggs**

**FROM: Alexandra Tolbert**

**RE: Gambit Battery Park Special Use Permit**

**DATE: July 17, 2025**

---

To the City Council of the City of Angleton, Texas,

- (A) There is an inquiry concerning whether the special use permit (“SUP”) under which Gambit Energy Storage, LLC (“Gambit”) operates its Gambit Energy Storage Park (the “Park”) should have been granted, in light of an alleged conflict between the zoning classification of the property and the use to which it is put.
- (B) There are also inquiries regarding the:
  - 1. Sufficiency of the terms contained in the amended SUP; and
  - 2. Gambit’s compliance therewith.

**SHORT ANSWER:**

- (A) Gambit Energy Storage Park is an energy storage system. The zoning classification of the Park does not prohibit the use of an energy storage system. It was reasonable for the City Council (“Council”) of the City of Angleton, Texas (alternately, “City” or “Angleton”) to construe the Code of Ordinances City of Angleton, Texas (the “Code”) in a manner consistent with the granting a SUP when Gambit applied for one in 2019 and such construction remains reasonable today.

T 281-657-2000

F 281-407-8925

[www.randlelawoffice.com](http://www.randlelawoffice.com)



- (B) The methods and procedures by which the terms of the subject SUP were determined were reasonable and Gambit appears to be abiding by them.
1. The City complied with all public notice requirements and public engagement procedures before considering and adopting the 2019 SUP as well as the 2024 amendment thereto. Citizens had ample opportunity to provide comments and identify concerns at the appropriate junctures and after considering the same, Council arrived at the determination that is reflected in Ordinance No. 20240326-005, such being the right, duty, and power of Council to engage in this type of decision-making for the benefit of the City at large.
  2. An independent noise study conducted in March 2025 demonstrates Gambit is in compliance with the terms of the amended SUP.

### **BACKGROUND:**

#### **I. Gambit’s operation of the Park has always been subject to the conditions contained in its SUP.**

The project contemplating the Park was presented to the City in mid-2019 and Gambit applied for its SUP in December 2019,<sup>1</sup> which appeared as an agenda item for a City of Angleton Planning and Zoning Commission (“P&Z Commission”) meeting on January 9, 2020, where the application was approved, subject to specific conditions which the P&Z Commission forwarded as recommendations to City Council to be considered at the next Council meeting on January 14, 2020. City Council approved the SUP, subject to the conditions recommended by the P&Z Commission, and Ordinance No. 20200114-004 (“Gambit SUP”) was passed.<sup>2</sup> Section 2(a.) of the Gambit SUP required the construction of an “8-foot-tall masonry wall around the entire project perimeter . . . which will also aid with reducing noise.”<sup>3</sup> Further, section 2(f.) provided that a “sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.”<sup>4</sup> The requisite baseline sound study (“2020 Sound Study”) was conducted in February 2020 by an independent environmental consulting firm, Dudek, Inc.<sup>5</sup>

The Park was constructed and had been in operation for some time when, in January 2024, Gambit approached the City regarding an amendment to the Gambit SUP to provide for the construction of an 18-foot-tall acoustical fence to aid in noise reduction. Gambit submitted its application for an amendment to the existing Gambit SUP, which was reviewed and approved by the P&Z Commission on March 7, 2024, who then forwarded its written approval and

<sup>1</sup> **Exhibit 1**, Gambit Energy Storage, LLC’s Specific Use Permit Application.

<sup>2</sup> **Exhibit 2**, Ordinance No. 20200114-004.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> See **Exhibit 3**, Gambit Battery Energy Storage Operational Noise Study, March 25, 2025, p. 1.



recommendations to City Council, who then considered and approved the amendment on March 26, 2024, and passed Ordinance No. 20240326-005,<sup>6</sup> reflecting the terms of the Gambit SUP, as amended (“Amended SUP”). The terms of the original Gambit SUP remained in effect but were supplemented by some provisions relating to the construction of the sound barrier fence. Of particular note are Sections 2(2.) and 2(3.), which state that decibel level reports shall be submitted to the City biannually and that the decibel levels shall not exceed what is required by state or local law, nor shall they exceed the pre-Park levels when measured from 100 feet outside the boundaries of the Park.<sup>7</sup>

## II. The City receives noise complaints about the Park.

The City has received several noise complaints regarding the sound from the cooling fans at the Park.<sup>8</sup> The Complaints contend “that per the City of Angleton Code of Ordinances this project should have never been approved” because in “the City of Angleton Code of Ordinances within Article IV Section 28-81, Electrical Generating Plants are Prohibited [*sic*] on property zoned residential.”<sup>9</sup> The Complaints assert that the current classification of the Park is inaccurate.<sup>10</sup> As discussed below, the analysis propounded in the Complaints is not controlling nor is Council obliged to take any different or affirmative action in response thereto.

### DISCUSSION:

## III. Zoning classification applicable to the Park does not prohibit current use.

As the Complaints indicate, the type of facility the Park is considered to be matters greatly because, per the City’s zoning classifications, “Electrical Generating Plants” have far fewer allowable uses available while “Electrical Substations” and “Electrical Transmission Lines” may be authorized by way of a SUP application and approval in almost every type of zoning district:

Electrical Generating Plant	S															S				P
Electrical Substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S				P
Electrical Transmission Line	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S				P

11

However, the Code does not provide definitions for all three of these types of facilities, only defining “*Electrical substation (high voltage bulk power)*: A subsidiary station in which

<sup>6</sup> **Exhibit 4**, Ordinance No. 20240326-005.

<sup>7</sup> *Id.*

<sup>8</sup> *See, e.g., Exhibit 5*, Emails from Erik Daniel (**Exhibit 5.1**) to City Council Members, copying Chris Whittaker as City Manager and Otis Spriggs, Director of Development Services, March 3, 2024; (**Exhibit 5.2**) to Chris Peltier, a local developer, and City Council, copying Chris Whittaker, March 26, 2024; and (**Exhibit 5.3**) to Otis Spriggs and Kyle Reynolds, Assistant Director of Development Services, copying City Council and Chris Peltier, June 17, 2025 (collectively, the “Complaints”).

<sup>9</sup> Exhibit 5.3.

<sup>10</sup> *Id.*; *see also* Exhibit 5.1.

<sup>11</sup> City of Angleton Code of Ordinances § 28-81.



electric current is transformed.”<sup>12</sup> There is not a provision anywhere in the Code that defines what an Electrical Generating Plant is or how it differs from an Electrical Substation or an Electrical Transmission Line. Even if it did, the Park arguably falls under a distinct category entirely: energy storage systems (“ESS”).

To construe the meaning of a word or phrase in an ordinance, a court would “apply the same rules that are used to construe statutes,”<sup>13</sup> which means it would “start with the plain and ordinary meaning of the ordinance's words, using any definitions provided by the enacting body. [It will] consider an ordinance as a whole, rather than isolated provisions, and . . . not give an undefined term a meaning that is out of harmony or inconsistent with other provisions, even though it might be susceptible to such a construction standing alone.”<sup>14</sup>

In looking towards various controlling authority (such as federal regulations,<sup>15</sup> United States Supreme Court opinions,<sup>16</sup> Texas statutes,<sup>17</sup> Texas Supreme Court opinions,<sup>18</sup> and Texas regulations<sup>19</sup>) for guidance, as well as drawing from a selection of informative and pertinent resources,<sup>20</sup> it becomes apparent that ESS are a relatively new frontier in the energy industry and have been the subject of an evolving definition..

The U.S. Energy Information Administration, however, describes the unique role ESS play in the larger picture of maintaining the integrity of the power grid at large:

***ESSs are not primary electricity generation sources.*** They must use electricity supplied by separate electricity generators or from an electric power grid to charge the storage system, which makes ESSs *secondary* generation sources. ESSs use more electricity for charging than they can provide when discharging and supplying electricity. Because of this difference, EIA publishes data on both *gross generation*

<sup>12</sup> *Id.* at § 28-112.

<sup>13</sup> *Offs. Acting in Their Off. Capacities for City of Austin Dev. Servs. Dep't v. Austin Nightlife, LLC*, No. 03-22-00637-CV, 2023 WL 3010766, at \*3 (Tex. App—Austin, Apr. 20, 2023).

<sup>14</sup> *Id.*

<sup>15</sup> *See, e.g.*, 172 FERC P 61132 (F.E.R.C.); 121 FERC P 61037 (F.E.R.C.); 130 FERC P 61056 (F.E.R.C.); 131 FERC P 61008 (F.E.R.C.).

<sup>16</sup> *See, e.g.*, *FERC v. Elec. Power Supply Ass'n*, 577 U.S. 260 (2016), *as revised* (Jan. 28, 2016).

<sup>17</sup> *See, e.g.*, Tex. Util. Code, Chapters 53 and 59; Public Utility Regulatory Act, Tex. Util. Code (“PURA”).

<sup>18</sup> *See, e.g.*, *Pub. Util. Comm'n of Texas v. Texas Indus. Energy Consumers*, 620 S.W.3d 418 (Tex. 2021).

<sup>19</sup> *See, e.g.*, Tex. Admin. Code, Chapter 25 – Public Utilities Commission Rules ; 2012 WL 1184364 (Tex. P.U.C.);

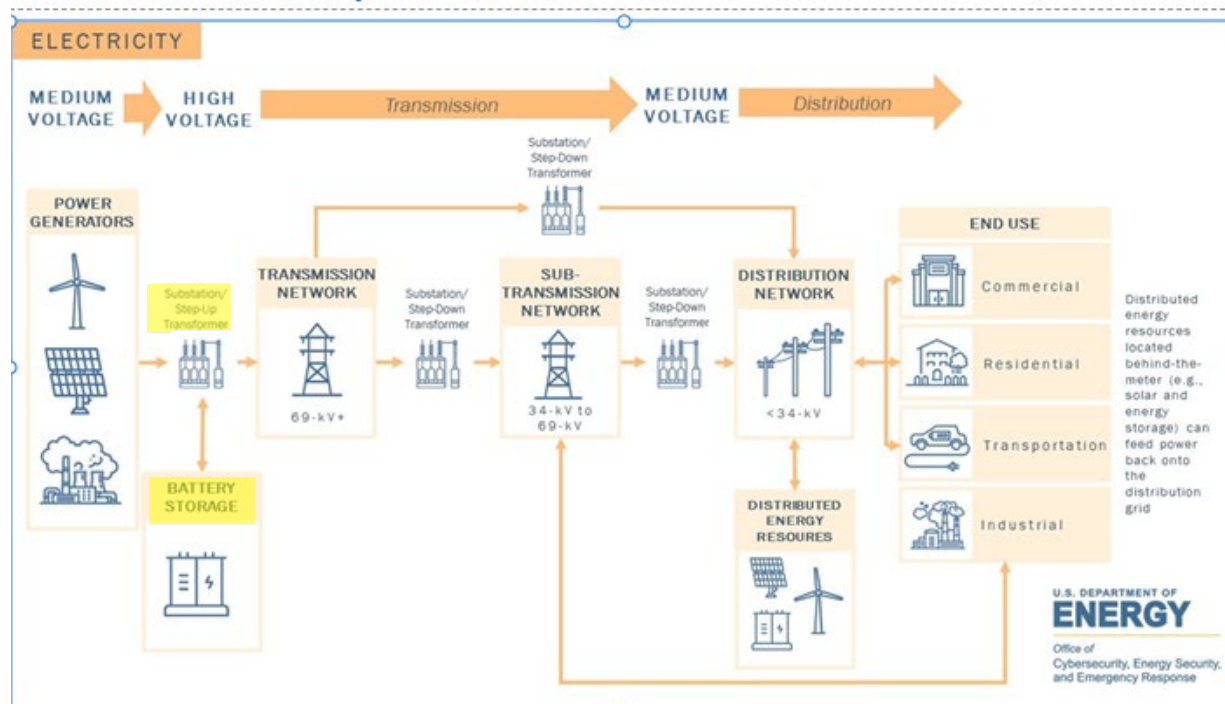
<sup>20</sup> *See, e.g.*, National Conference of State Legislatures, *Electric Transmission Planning: A Primer for State Legislatures*, <https://www.ncsl.org/environment-and-natural-resources/electric-transmission-planning-a-primer-for-state-legislatures>, December 19, 2023; Stephen Ferrey, Law of Independent Power § 3:140 (2025); C. Ben Vila, *Innovating around Regulatory Uncertainty: Contracting for Battery Energy Storage as a Transmission Asset within Restructured Markets*, 36 Temp. Int'l & Comp. L.J. 151 (2021); 46 Tex. Prac., Environmental Law § 30:7 (2d ed.); Thomas Kagerer, *FERC Order 841 & EnergyStorage Resources*, 51 Tex. Envtl. L.J. 285 (2021); Union of Concerned Scientists, *Frequently Asked Questions about Community-Level and Large-Scale Battery Energy Storage*, [www.ucsusa.org/resources/energy-storage-FAQ](http://www.ucsusa.org/resources/energy-storage-FAQ) (2021); U. S. Department of Labor, Occupational Safety and Health Administration, *Illustrated Glossary*, <https://www.osha.gov/etools/electric-power/illustrated-glossary>, last accessed July 3, 2025. This citation string is far from exhaustive. In fact, the sheer volume of detailed yet distinct approaches to/interpretations and applications of inconsistent terminology with widely varying resultant treatment is consonant with the conclusion that there are not specific, identifiable definitions of the terms at issue that can be looked to with any reliability.



and *net generation* by ESSs. Gross generation reflects the actual amount of electricity supplied by the storage system. Net generation is gross generation minus electricity used to recharge the storage system and the electricity consumed to operate the energy storage system itself. Net generation from ESSs is reported as negative in EIA data reports to avoid double counting the generation from charging sources for ESSs and the generation from ESSs. The difference between gross and net generation varies widely by type of ESS.<sup>21</sup>

The U. S. Department of Energy, Office of Cybersecurity, Energy Security, and Emergency Response (“CESER”) published an illustrative figure that places a battery storage ESS in a position similar to that of a substation:

**Exhibit 1. U.S. Electric System Overview**



22

CESER also published an in-depth report analyzing the role of ESS in the current national power grid structure and marketplace which clearly distinguishes the role ESS inhabit in the larger scheme from that played by other types of facilities and, illustrative of the indefinite position of ESS in relation to more traditional energy generating facilities, concludes “[t]he relationship

<sup>21</sup> U.S. Energy Information Association, *Electricity Explained: Energy Storage for Electricity Generation*, <https://www.eia.gov/energyexplained/electricity/energy-storage-for-electricity-generation.php>, last updated August 28, 2023 (emphasis added).

<sup>22</sup> U. S. Department of Energy, Office of Cybersecurity, Energy Security, and Emergency Response, *Learning Series: Energy Security & Resilience: Electricity Grid Backgrounder*, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/[https://www.energy.gov/sites/default/files/2023-11/FINAL\\_CESER%20Electricity%20Grid%20Backgrounder\\_508.pdf](https://www.energy.gov/sites/default/files/2023-11/FINAL_CESER%20Electricity%20Grid%20Backgrounder_508.pdf), last accessed July 16, 2025 (highlights added for emphasis).



between storage and transmission (in terms of both investment as well as operation) is complicated and merits further examination.”

The Complaints acknowledge that the Park is an ESS, analogizing its function as thus to a more traditional power plant. However, as is inferable from the foregoing descriptions, this is not the only reasonable interpretation, and to conclusively state that ESS belong in one camp versus the other misses the mark.

The Complaints cite Gambit’s Notice of Self-Certification of Exempt Wholesale Generator Status<sup>23</sup> as evidence that it should be treated as an Electrical Generating Plant under the Code. However, this self-certification is to obtain exempt status under Federal Regulatory Energy Commission (“FERC”) rules and, as Gambit indicated in its self-certification, is not determinative of it being a “generator” facility, citing to FERC orders that indeed support this proposition.<sup>24</sup> In one FERC order, the authoring commissioner even stated, “We note that electricity storage devices . . . do not readily fit into only one of the traditional asset functions of generation, transmission or distribution. Under certain circumstances, storage devices can resemble any of these functions or even load.”<sup>25</sup>

Not only do ESS outlie the more traditional models of energy resources thus casting them into the category of the nebulously difficult-to-define, the term “Electrical Generating Plant” also does not have a clear definition unsusceptible to varying comprehensions, either in the Code or in the relevant authority/literature more broadly,<sup>26</sup> making it more difficult still to assign with any confidence one identity or the other to the Park or its ilk.

Because of the uncertainty that surrounds such facilities and their role in the big picture energy industry, as long as Council had a reasonable basis upon which to rest its decision to grant the SUP and that their determination was not otherwise clearly in violation of the Code, in granting the SUP, Council was authorized to act as it saw fit in this exercise of its most fundamental power.

#### **IV. The terms contained in the original SUP and the 2024 amendment were result of proper Council action.**

As a home-rule city, Angleton’s authority is broad, emanating from Article XI, Section 5, of the Texas Constitution and encompassing the “full power of local self-government.”<sup>27</sup>

The City’s Charter embraces this authority, stating,

The City shall have the power of local self-government to the fullest extent permitted by law, and shall have all powers possible for a City to have under the constitution and laws of the State of Texas as fully and completely as though they

<sup>23</sup> **Exhibit 6**, FERC Notice of Self-Certification of Exempt Wholesale Generator Status – Gambit Energy Storage, LLC.

<sup>24</sup> 83 FERC ¶ 61,106 (1998); 131 FERC ¶ 61,008 at ¶ 7 (2010)

<sup>25</sup> 130 FERC ¶ 61056 (F.E.R.C.), 2010 WL 198394.

<sup>26</sup> See, e.g., n. 20-22, *supra*.

<sup>27</sup> Tex. Loc. Gov’t Code § 51.072.



were specifically enumerated in this Charter, with all of the implied powers necessary to carry into execution those powers and those express and implied powers necessary for the government, interests, health, welfare, and good order of the City and its inhabitants.<sup>28</sup>

This power is frequently borne out by the actions of Council, in whom “[t]he determination of all matters of policy and the exercise of all powers of local self-government shall be vested,”<sup>29</sup> and it is at City Council meetings that this authority is primarily exercised. There are certain parameters on how Council meetings shall be conducted, arising from both the City’s Code<sup>30</sup> as well as the Texas Open Meetings Act (“TOMA”).<sup>31</sup>

The Code grants Council the authority to review an application for (among other things) SUPs and lays out the procedure that shall be followed when employing that authority:

(g) City council authority and consideration:

(1) City council authority: The city council, after receiving a recommendation by the planning and zoning commission and after public hearings required by law, may amend, supplement, or change the regulations of this chapter or the boundaries of the zoning districts on the zoning map.

(2) Applications forwarded to the city council: After consideration by the planning and zoning commission, all zoning applications shall be automatically forwarded to the city council for a public hearing following appropriate public hearing notification as prescribed in subsection (c) above.

(3) City council action on zoning, rezoning or text amendment requests: After a public hearing is held before the city council regarding the zoning application, the city council may:

- a. Approve the request in whole or in part (if the city council approves the request, then subsection (g)(5) will apply);
- b. Deny the request in whole or in part;
- c. Table the application to a future meeting (and specifically citing the city council meeting to which it is tabled); or
- d. Refer the application to the planning and zoning commission for further study.<sup>32</sup>

The degree of discretion Council is permitted to utilize is otherwise unspecified but inherent in the engagement of analysis prior to settling on one of the above courses of action.<sup>33</sup> “When the ultimate and unrestrained objective of an official's duty is to interpret collateral law, a

<sup>28</sup> Charter of the City of Angleton, Texas § 2.01.

<sup>29</sup> *Id.* at § 3.07.

<sup>30</sup> *See id.* at Art. II, Div. 2-3.

<sup>31</sup> *See generally* Tex. Gov’t Code, Ch. 551.

<sup>32</sup> City of Angleton Code of Ordinances § 28-24(g).

<sup>33</sup> *Cf. Schroeder v. Escalera Ranch Owners' Ass'n, Inc.*, 646 S.W.3d 329, 335 (Tex. 2022) (in discussing a planning and zoning commission review and approval of preliminary plats, the Court recognized that “this determination is a discretionary one that necessarily involves interpret[ing] and constru[ing] ... applicable ordinances.” (internal quotes omitted)).



misinterpretation is not overstepping such authority; it is a compliant action even if ultimately erroneous.”<sup>34</sup>

The meeting minutes from both the January 14, 2020 meeting,<sup>35</sup> during which the original Gambit SUP was approved and the March 25, 2025 meeting,<sup>36</sup> during which the amendment to it was approved, indicate the applicable requirements were satisfied. Absent some violation of TOMA, or if the Council Members’ discretionary acts conflict with the law itself,<sup>37</sup> or other similar incident that might render the actions of Council void or voidable, the enactment of an ordinance will usually stand. “Courts will generally defer to the interpretation of the agency, like the Commission, charged with enforcing an ordinance when that interpretation is reasonable.”<sup>38</sup>

The Complaints do not take issue with the Code itself but instead rely on a contrary construction and application which is subjectively preferable to the complainant. This is not a compelling basis to reverse an action of Council that was considered, discussed, and approved by vote.<sup>39</sup>

## **V. Gambit appears to be in compliance with the terms of the amended SUP.**

The 2020 Sound Study provided the baseline pre-construction acoustic conditions of the property where the Park is now situated.<sup>40</sup> During the four years that passed since the SUP was granted, the City received noise complaints about the operation of the Park. Gambit was made aware of these complaints and in response applied for an amendment to its SUP to provide for an additional sound barrier.<sup>41</sup>

The eighteen-foot acoustical barrier wall was constructed once it was approved by Council as an amendment to the Gambit SUP.<sup>42</sup> This wall was in place when the same engineering consultant firm that performed the 2020 Sound Study conducted another sound study in February of 2025, the report for which was issued on March 25, 2025 (“2025 Sound Study”).<sup>43</sup> The results from the 2025 Sound Study indicate Gambit and the Park to be in compliance with the terms of the Amended SUP.<sup>44</sup>

If this turns out to be inaccurate, however, such noncompliance would be a matter to be addressed in the realm of continued enforcement of the *valid* Amended SUP. If there are in fact

<sup>34</sup> *Hall v. McRaven*, 508 S.W.3d 232, 242 (Tex. 2017).

<sup>35</sup> **Exhibit 7**, City Council Meeting Minutes, January 14, 2020.

<sup>36</sup> **Exhibit 8**, City Council Meeting Minutes, March 25, 2025.

<sup>37</sup> *Schroeder v. Escalera Ranch Owners' Ass'n, Inc.*, 646 S.W.3d 329, 332 (Tex. 2022)

<sup>38</sup> *Howeth Invs., Inc. v. City of Hedwig Vill.*, 259 S.W.3d 877, 907 (Tex. App.—Houston [1st Dist.] 2008).

<sup>39</sup> It also would not be a sufficient basis in a declaratory judgment pleading to bypass the City’s sovereign immunity. (The Supreme Court of Texas has been clear that the UDJA does not waive immunity when a plaintiff seeks a declaration of rights under a statute or challenges a governmental entity’s actions under a statute or ordinance. *Martinez v. Northern*, No. 01-22-00435-CV, 2023 WL 162743, at \*9 (Tex. App.—Houston [1st Dist.] Jan. 12, 2023), review denied (June 16, 2023))

<sup>40</sup> See Exhibit 3.

<sup>41</sup> See Exhibit 4.

<sup>42</sup> *Id.*

<sup>43</sup> See Exhibit 3.

<sup>44</sup> *Id.* at p. 7.



violations of the Amended SUP conditions on the use of the property as the Park, the City could proceed accordingly via the channels of enforcement provided for in the Code.<sup>45</sup>

### **CONCLUSION**

City Council, acting within its full discretion, using a reasonable interpretation of the relevant terms in the Code, in compliance with all applicable local, state, and federal laws and regulations, approved the original Gambit SUP and then the Amended SUP. If there are existent or continuing violations of the terms of the Amended SUP, the City can follow proper enforcement procedures to address that concern.

---

<sup>45</sup> *E.g.*, City of Angleton Code of Ordinances §§ 28-24(h) and 28-133





**CITY OF ANGLETON  
SPECIFIC USE PERMIT APPLICATION**

**PROPERTY ADDRESS:** W. MULBERRY

**PROPERTY DESCRIPTION** (Legal description):

A0380 J DE J VALDERAS TRACT 163 - CLOSED ROW (PT) ACRES 7.7

**RECORD      PROPERTY      OWNER      NAME,      ADDRESS      AND      PHONE      NUMBER:**

COREY H. ANDERSON; PO BOX 4205, LAKE JACKSON, TX 77566; (281) 731 - 3737

**DESIGNATED      REPRESENTATIVE,      ADDRESS      AND      PHONE**


**NUMBER:** GAMBIT ENERGY STORAGE, LLC; c/o MOLLY EMERSON; 1237 9TH

AVENUE, SAN FRANCISCO, CA 94122; (907) 209 - 8591

**PROPOSED      USE      FOR      THE      PROPERTY      INDICATED**

**ABOVE:** CONSTRUCTION AND OPERATION OF AN ENERGY STORAGE PARK AND NECESSARY SUBSTATION EQUIPMENT FOR THE STORAGE OF ELECTRICAL ENERGY

A site plan (prepared and approved) in accordance with Section 35.4 of the City of Angleton Code of Ordinances (City Code) must be attached to the application. If a base zoning district amendment is required or requested, such rezoning application shall accompany the application for a Specific Use Permit. If the proposed use requires a division of land, an application for subdivision approval must be submitted with this application for a Specific Use Permit.

SIGNATURE:   
DATE: 12/2/2019

**PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY.**

**ATTACHMENT:** SECTION 35 SUP – SPECIFIC USE PERMIT

**APPLICATION FEE:** \$150.00 due upon submittal

**OFFICE USE ONLY**

Date received: \_\_\_\_\_ Admin Fee Received: \_\_\_\_\_  
P&Z Public Hearing date: \_\_\_\_\_  
Date to send cert. letters: \_\_\_\_\_ Date to publish: \_\_\_\_\_  
Site Plan submitted: Yes \_\_\_\_\_ No \_\_\_\_\_  
Site Plan received & evaluated by City Staff: Yes \_\_\_\_\_ No \_\_\_\_\_  
Proof of taxes paid: \_\_\_\_\_ Date verified: \_\_\_\_\_



# GAMBIT ENERGY STORAGE PARK

## Specific Use Permit Application

998 W Live Oak St, Angleton, Texas  
Property ID: 570367

December 2<sup>nd</sup>, 2019

**Applicant:**

Gambit Energy Storage, LLC  
c/o Plus Power, LLC  
1237 9<sup>th</sup> Avenue,  
San Francisco, CA 94122

**Accepting Authority:**

City of Angleton  
Planning and Zoning Commission



## Table of Contents

Project Summary.....	2
Project Details .....	2
General Proposal and Use Case .....	3
Project Location .....	4
Site Location Detail .....	4
Fencing and Vegetative Buffer .....	5
Safety .....	5
Anticipated Development Schedule .....	5
Site Plan Highlights / Comments:.....	5
Representative Images of Technology.....	10
Plat .....	12
Site Plan Documents .....	
Title Report .....	
Property Tax Receipts for Parcel.....	



## Project Summary

### Project Details

**Project Name:** Gambit Energy Storage Park

**Proposed Action:** The Applicant to develop, own, and operate an energy storage park with a nameplate capacity of approximately 100 megawatts (MW). The facility will be used to provide energy storage and shifting capabilities and participate in the energy and ancillary service markets overseen by the Electric Reliability Council of Texas (ERCOT).

**Applicant:** Gambit Energy Storage, LLC

**Current Land Owner:** Corey Anderson

**Location of Project:** 998 W Live Oak Street, Angleton, TX

**Property ID:** 570367

**City and County Zoning:** Single Family Residential District (SF-7.2)

**Existing Use:** Vacant Land

**Surrounding Land Use:** Single Family Residential and Commercial



### General Proposal and Use Case

Gambit Energy Storage, LLC, is proposing to construct and operate a battery energy storage park that will be interconnected to the Angleton 138kV substation. The Gambit Energy Storage Park, or “the Project,” will serve to provide the Electric Reliability Council of Texas (ERCOT) balancing authority with electric grid services such as energy reserves, frequency regulation, and renewable energy balancing. The battery would charge and discharge to the existing Angleton substation by way of a 138kV transmission line, owned by Texas New Mexico Power Company (TNMP) and located in the existing 50’ wide TNMP utility easement adjacent to the property.

The Project will consist of modular electrical equipment composed of individual battery units or “strings,” connected to bidirectional inverters. The strings will be evenly spaced throughout the property with sufficient setbacks and spacing (please see the following Site Plan documents). In addition to the battery units, other accessory equipment is proposed for the Project site, including a small electrical substation to step up the power to distribution voltages and fire hydrants. The battery units, inverters, and a maintenance shed would be supported on concrete pad foundations with a maximum height of approximately 10’ above the ground.

There will be an all-weather road around the perimeter of the Project providing access to the project substation and all sides of the battery storage system. The project perimeter will be surrounded by an 8’ slatted fence. A fence detail is provided in the following pages. A substation for the project will be built within the project perimeter fence and will output electricity at 138 kV to a transmission line that will be maintained, owned, and operated by the current substation owner, Texas New Mexico Power Company (TNMP). Within the Energy Storage Park area, there will be an electrical transformer, switchgear/control building, downward facing, night-sky lightning poles, and one substation dead-end tower up to approximately 70’ in height to interconnect to the TNMP power line.

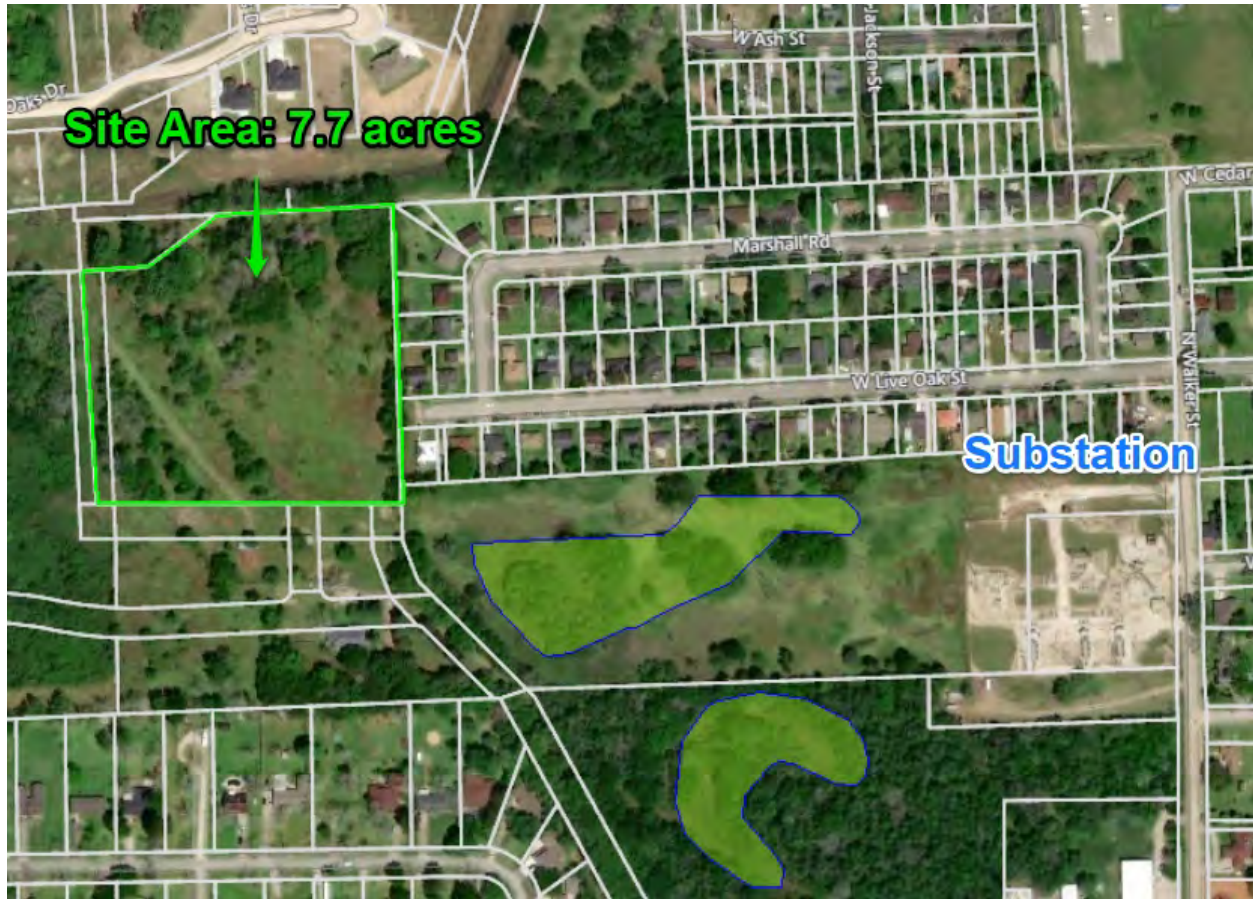
The energy storage park facility will be unmanned and remotely controlled and monitored. This technology uses proven, reliable, and safe lithium-ion batteries that are preassembled for use in climate-controlled containers with redundant operating and safety systems. Each battery container unit will contain controllers that monitor battery temperature, voltage, and performance.



### Project Location

The Energy Storage Park will occupy the 7.7 acre parcel at the terminus of West Live Oak Street, identified by Property ID 570367. Primary access to the facility would be located at the southeast corner of the site from Murray Ranch Road, while an emergency access will be constructed from W. Live Oak Street. Access to and from the project site for construction, emergency and utility purposes will be gained via easements historically and legally associated with the use of the project site.

### Site Location Detail



The Project would be bound by substantial existing vegetation and an Angleton Drainage Ditch easement to the north, vacant agricultural land to the west and south. The property is bordered to the east by residential developments on W. Live Oak Street, and will be physically screened from all surrounding residences through a physical perimeter fence and vegetative landscaping. The Applicant (Gambit Energy Storage, LLC) currently has an Option to Purchase agreement with the current landowner, Corey Anderson, and would execute the agreement and own the entirety of the new parcel upon the start of construction of the Gambit Energy Storage Park.



## Fencing and Vegetative Buffer

An 8' high fence will enclose the entire energy storage park and project substation. Onsite lighting and cameras will provide additional security and prevent unauthorized entry to the site. Landscaping and buffering will be planted along the northern and eastern borders of the property. Please see the attached Site and Landscape Plan. A drip irrigation system would be used to maintain the landscaping.

## Safety

The site will utilize stringent industry best practices for fire suppression and energy response. Sensors and alarms will be installed to monitor key changes in operating conditions relating to temperature, smoke, voltage, current flow, tripping of breakers, etc. Redundant communications systems will monitor the "heartbeat" of the facility and provide instantaneous notification in the event of failure of any single system. The battery units would be controlled and monitored from a remote location, twenty-four hours a day and seven days a week. Monitoring personnel would receive automatic alerts and notifications, including access to a Network Operations Center (NOC) for coordination and discussion with first responders. Gambit Energy Storage, LLC will prepare an Emergency Response and Training Manual and would conduct video-recorded training and develop specific protocol for first responders prior to commercial operation.

For external fire suppression, the Applicant will install two fire hydrants on the project site. The hydrants will be fed from the municipal water supply, from a new 8" water line loop from the existing water mains at West Live Oak Street and Western Ave, respectively. The water line and fire hydrants will provide access to water for emergency fire suppression throughout the project site.

## Anticipated Development Schedule

Construction of the project will commence after the conclusion of interconnection studies by ERCOT and building permits are obtained. The Applicant anticipates construction would start no earlier than October 1, 2020 with a target completion date of March 31, 2021. The SWPP was revised to call out the need for flaggers on Murray Ranch Road to control ingress and egress during construction. Approximately 25 to 40 workers are estimated during construction. Once completed, landscaping maintenance contractors will regularly visit the site to ensure vegetation is kept in a healthy condition, and the drainage plan is functional. Equipment maintenance employees will occasionally be on site and will utilize a temporary maintenance shed for the purposes of on-site activities. For the most part, the facility will be operated remotely. It is anticipated that the energy storage park would have a life span of 20 years to 30 years, at which time the facility would be re-powered with new equipment to continue operations. The following Site Plan drawing packet shows in more detail the area of the overall property that will be developed and the anticipated footprint of the project construction.

## Site Plan Highlights / Comments:

- Anticipated Environmental Impacts of Park:
  - **Noise Impacts:** *There are minimal anticipated noise impacts to existing residences. Although the facility will contain equipment similar to a substation (air conditioning, transformers, inverters), the anticipated noise level at the project boundary is <55 dB. This is below the existing ambient noise level of the residential neighborhoods. The sound level will drop further as a function of distance from the project boundary and be <40 dB (the sound of water on a window) at 30 meters (100 ft) away, still well far*



*away from any residences. Section 44.1 - "Performance Standards - General" of the Angleton Zoning Ordinance prohibits any noise in excess of 85 dB at fifty feet from a property line; the project will be in full compliance with all local codes and standards.*

- **Lighting impacts:** *The project will utilize night sky lights for security purposes, in compliance with Section 45: "Lighting and Glare Standards" of the local Angleton Zoning Ordinance. Lighting will be shielded from adjacent property and be of a down-light, diffused light type that will not be directed across and will not be visible from outside the property boundary.*
- **Odor Impacts:** *There are no anticipated odor impacts from the Energy Storage Park. It is an odorless, emission-less installation.*
- **Emissions Impacts:** *There will be no emissions of any kind from the Energy Storage Park.*
- Site Access:
  - *The primary site access will be public and through Murray Ranch Road. Access on West Live Oak is intended to be solely used for emergency fire access. The alignment of the access road was moved to better accommodate construction access.*
- Buildings and Building Permit Application:
  - *There will be a maintenance / storage building for spare parts and controls / communications equipment. Please see following Site Plan drawings for details and dimensions. All necessary building permits will be acquired for the maintenance building before construction.*
- General Physical improvements or Infrastructure improvements:
  - *General road improvements are expected to be required to enable secure site access. Murray Ranch Road may need to be improved or repaired after the construction period. Constructor will be responsible for all road improvements / repairs during and after construction.*
- Distances to Property Lines:
  - *There is a minimum setback of 25ft maintained from all lot lines. 250+ft setback will be maintained from Live Oak residents to the East.*
- Existing easements (with recording information), existing buildings; railroad rights-of-way:
  - *Stewart Title Company has provided a title report of the property and summary of all existing easements and recording information. This has been provided as part of this Application. There are no existing building or railroad rights-of-way.*
- Topography (contours at two-foot intervals) with existing drainage channels or creeks (including the 100-year flood plain, if applicable); any other important natural features (such as rock outcroppings, caves, wildlife habitats, etc.); and all substantial natural vegetation:



- Please reference the attached Grading Plan, Drainage Analysis, and SWPPP Layout for documentation of existing topography contours (negligible for this site) and existing drainage channels and creeks.
- Proposed strategies for tree preservation (showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction):
  - The trees that are directly under the project footprint will be removed as part of the site clearing and grading process. However, tree coverage will provide an essential aesthetic element of the Project and the developer/owner will preserve as many individual trees and masses as possible to buffer the site from the adjacent neighborhoods maintain the current feel of the site. The Applicant will plant additional trees and vegetative screening to comply with Angleton City Regulations, as indicated in the attached Site and Landscape Plan.
- The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets, lots and blocks, proposed driveways (show driveway widths and distances between driveways), and proposed median openings and left turn lanes on future divided roadways (existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings):
  - Please refer to the Existing Conditions map provided as part of the following site plan packet. There are no existing or proposed thoroughfares, collector streets and or intersections, etc.
- Specific locations and footprints of buildings:
  - Please reference Site Plan maps for specific locations and footprints of all proposed equipment.
- Proposed nonresidential / residential densities:
  - Nonresidential/Residential Density: N/A, unmanned system
- Building heights:
  - The proposed height for the battery containers is < 10'. This specification will ultimately be determined by the battery technology manufacturer that is selected for the project through a competitive solicitation process. Most battery containers will be around 8' in height. Please see below example of dimensions from the Tesla Megapack battery containers:

	Width	Depth	Height
<b>mm</b>	7,125	1,600	2,516
<b>Feet-in</b>	23'-5"	5'-3"	8'-3"

- Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation, loading/service areas (including proposed screening),



recycling containers, compactors and dumpster enclosures (including proposed screening), pedestrian walkways, and parking areas (including parking ratio calculations):

- *This will be an unmanned and remotely controlled facility. Occasional maintenance visits will be performed by a single-man team with one vehicle able to park on the site perimeter road. There are no proposed massing, loading/service areas, recycling containers, compactors, dumpster enclosures. There are 6 spaces of proposed on-site parking included in the Site Plan as per local code.*
- Any proposed sites for parks, schools, public facilities, public or private open space:
  - *There are no proposed areas for parks, schools, public facilities, etc.*
- Flood plains/drainage ways:
  - *There are no existing flood plains or drainage basins on the site. The site is bordered to the north by Angleton Drainage District Ditch 10. See Drainage Analysis for proposed drainage plan and calculations.*
- Proposed and existing utilities and easements:
  - *The proposed easement for the municipal water line connection at Western Drive is shown on the following Off-Site Waterline Layout document. This easement will be provided to the City by Gambit Energy Storage LLC. The connection at Western Avenue will be used to loop the proposed waterline from West Live Oak. Please see included Off-site Waterline Layout map.*
- Drainage structures and retention/detention ponds with proposed aesthetic treatments:
  - *A detention basin will be constructed onsite. Please see the attached Drainage Analysis and Hydrological Calculation for the detention calculations and plans drawn up by Baker and Lawson Engineering firm. The site will be slightly graded with a crushed-rock/gravel base to allow drainage from the site into the detention basin and into Angleton Drainage District's Ditch 10.*
- Screening walls and fences:
  - *Views from other surrounding areas are expected to be minimally impacted, based on the natural topography, existing trees, and planned use of a slatted perimeter fence and vegetative screening. It is not expected that the site would be visible from any nearby major public roadways. Please see the attached fence detail and Site and Landscape Plan.*
- Signage:
  - *There is no signage proposed other than simple identification signs.*
- Fire lanes & fire hydrants:
  - *There will be an all-weather road around the perimeter of the Project providing access to the project substation and all sides of the battery storage system. There will be two fire hydrants installed on site, connected to the municipal water supply and accessible by the public fire department.*



- Lighting & visibility easements:
  - *The lighting on the site will be done according to the standard city building regulations. Initial lighting design is being performed by Putterman, Scharck, and Associates and will be provided to the Planning and Zoning Committee.*
- Landscape Plan (turf areas, tree types and sizes, screening walls, ornamental plantings, planting schedule (including species, planted height, spacing, container/caliper size, numbers of each plant material, etc.) any existing wooded areas, trees to be planted, and irrigation plans (if required)):
  - *New landscape screening of native plants would be installed along the perimeter of the site would provide adequate screening for the adjacent residential lots. Placement of plants along the boarder of the project site would screen views of the utility infrastructure from surrounding residences. The proposed plantings would be watered using a drip irrigation system. The location of the proposed plantings is shown in the Landscape Plan included in this application.*
- Building facade (elevation) plans showing elevations with any attached (wall-mounted) signage:
  - *The representative equipment images below are indicative of the type of building façade that can be expected for the Gambit Energy Storage Park. The energy storage containers will have a flush, even façade resembling standard shipping containers, and additional utility equipment (power conversion systems and medium voltage transformers) would be placed in an orderly fashion next to the battery containers. There will be no wall-mounted signage other than what is needed for identification.*



Representative Images of Technology



Battery Pack



Stack







Plat



LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE  
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS  
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS  
B.L. = BUILDING LINE  
B.M. = BENCHMARK  
D.E. = DRAINAGE EASEMENT  
U.E. = UTILITY EASEMENT  
NO. = NUMBER  
FND. = FOUND  
C.I.R. = IRON ROD W/CAP  
I.R. = IRON ROD  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT-OF-WAY  
VOL., Pg. = VOLUME, PAGE

SYMBOLS

○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"  
● = FOUND MONUMENT (AS NOTED)  
⊕ = (TBM) TEMPORARY BENCHMARK

Line No.	Length	Direction
L1	19.82'	N85°39'25"E
L2	34.65'	N03°32'09"W
L3	66.25'	N86°25'54"E
L4	15.00'	N03°34'06"W
L5	66.24'	S86°25'54"W
L6	14.20'	N03°31'37"W
L7	15.00'	N88°25'08"E
L8	90.50'	N88°08'09"E

DEDICATION STATEMENT:  
STATE OF TEXAS §  
COUNTY OF BRAZORIA §

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

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Lot 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as herein above defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

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

COREY ANDERSON

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared Corey Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Notary Public  
State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

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

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public  
State of Texas

ANGLETON DRAINAGE DISTRICT

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

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

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

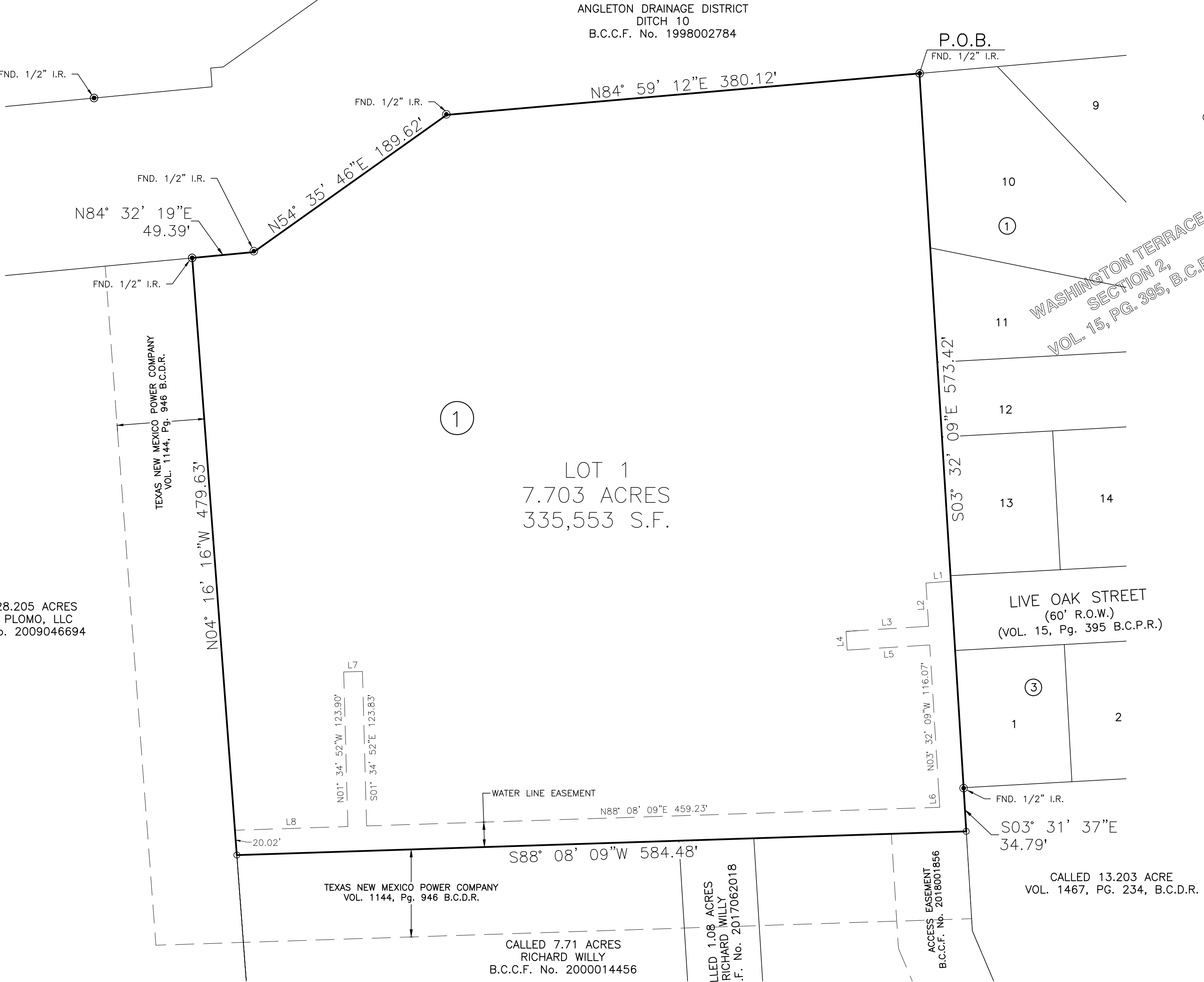
THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

BOARD MEMBER

FIRE LANE AND FIRE EASEMENT

That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard all-weather surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.



STATE OF TEXAS  
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon shall be properly placed under my personal supervision.

DEVIN R. ROYAL DATE  
TEXAS REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 6667

KNOW ALL MEN BY THESE PRESENTS:  
That I, Miguelangel Saucedo, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

SIGNED: MIGUELANGEL A SAUCEDA DATE  
PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 121992

FIELD NOTES FOR 7.703 ACRE

Being a tract of land containing 7.703 acres (335,553 square feet), located within J. De J. Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 7.703 acre being a portion of Blocks 3 and 9, and all of Block 10 of Heritage Oaks Subdivision, a plat recorded under Volume (Vol.) 20, Page 319 of the Brazoria County Plat Records (B.C.P.R.), being all of a called 7.70 acre tract recorded in the name of Corey H. Anderson, under Brazoria County Clerk's File (B.C.C.F.) No. 2018001856; Said 7.703 acres 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 on the south line of Angleton Drainage District Ditch 10 recorded in Vol. 15, Pg. 395 of the B.C.P.R., for the northeast corner of the herein described tract;

THENCE, with the west line of said Washington Terrace, Section 2, South 03 degrees 32 minutes 09 seconds East, a distance of 573.42 feet to a 1/2-inch iron rod found at the southwest corner of said Washington Terrace, Section 2, at the northwest corner of a called 13.203 acre tract recorded in Vol. 1467, Pg. 234 of the B.C.D.R., for an angle point;

THENCE, with the west line of said 13.203 acre tract, South 03 degrees 31 minutes 37 seconds East, a distance of 34.79 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a called 7.71 acre tract recorded in the name of Richard Willy under B.C.C.F. No. 2000014456, for the southeast corner of the herein described tract;

THENCE, with the north line of said 7.71 acre tract, South 88 degrees 08 minutes 09 seconds West, a distance of 584.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of a called 28.205 acre tract recorded in the name of Rancho Plomo, LLC under B.C.C.F. No. 2009046694, for the southwest corner of the herein described tract;

THENCE, with the east line of said 28.205 acre tract, North 04 degrees 16 minutes 16 seconds West, a distance of 479.63 feet to a 1/2-inch iron rod found on the south line of said Ditch 10, at the northeast corner of said 28.205 acre tract, for the northwest corner of the herein described tract;

THENCE, with the south line of said Ditch 10, the following three (3) courses:

- North 84 degrees 32 minutes 19 seconds East, a distance of 49.39 feet to a 1/2-inch iron rod found on an angle point;
- North 54 degrees 35 minutes 46 seconds East, a distance of 189.62 feet to a 1/2-inch iron rod found on an angle point;
- North 84 degrees 59 minutes 12 seconds East, a distance of 380.12 feet to the POINT OF BEGINNING and containing 7.703 acres of land.

OWNER:  
COREY H. ANDERSON  
LAKE JACKSON, TX 77566

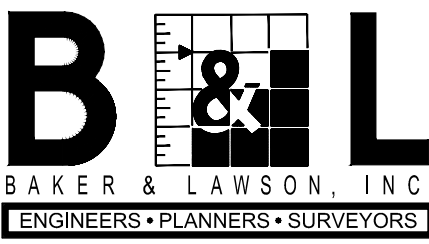
NOTES:

- ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
- FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY: MAP NUMBER 48038C0430H, WITH EFFECTIVE DATE OF JUNE 05, 1989, REVISED BY LOMR CASE NO. 03-08-2336P EFFECTIVE OCTOBER 6, 2004. THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- REFERENCE BENCHMARK: HERITAGE OAKS BM #1, CUT SQUARE ON TOP OF CURB AT NE CORNER OF BRIDGE, NORTHBOUND LANE, SH 288 FREEWAY AT ANGLETON DRAINAGE DISTRICT DITCH 10. ELEV. = 29.96.'
- THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

REVISED:

# PRELIMINARY PLAT GAMBIT ENERGY STORAGE A 7.703 ACRE, 1-LOT, 1-BLOCK SUBDIVISION

LOCATED IN THE  
J. DE J. VALDERAS SURVEY, ABSTRACT No. 380  
IN BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST.  
ANGLETON, TEXAS 77515  
OFFICE: (979) 849-6681  
TBPLS No. 10052500  
REG. NO. F-825

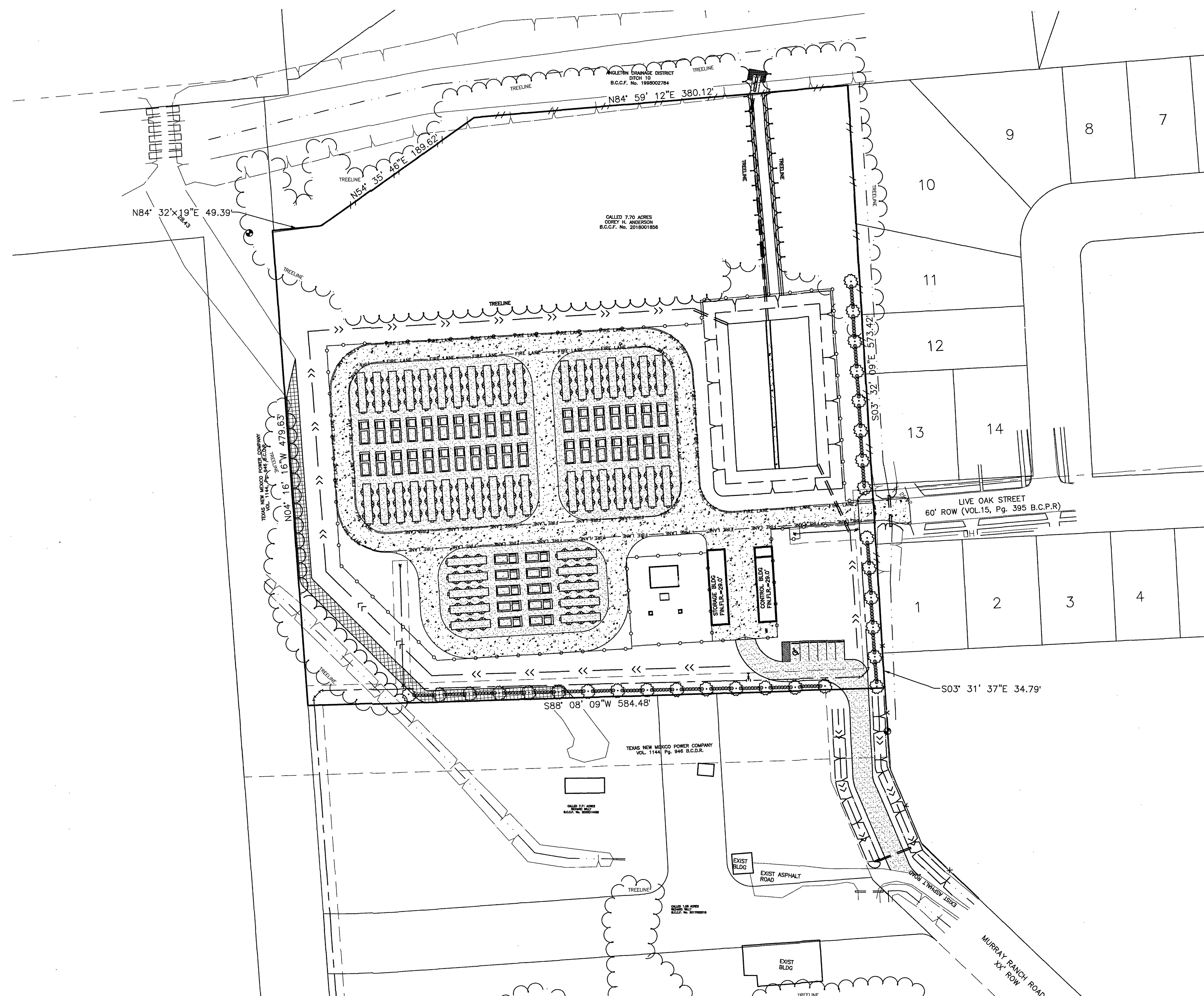
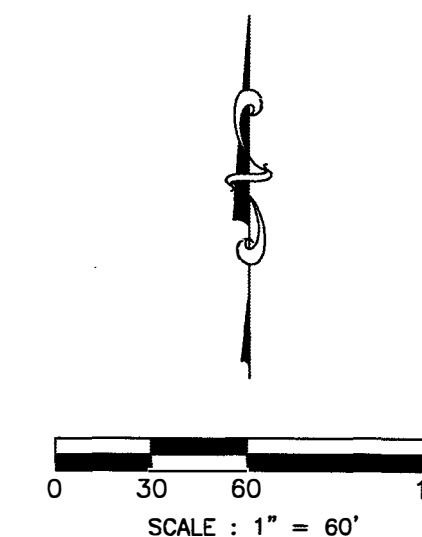
PROJECT NO.: 13552	SCALE: 1" = 60'	DRAWN BY: AH
DRAWING NO.: 13552-PLAT	DATE: 11/27/2019	CHECKED BY: DRR



## Site Plan Documents



PLANS FOR  
**GAMBIT ENERGY STORAGE**  
**CITY OF ANGLETON, TEXAS**  
PAVING, GRADING, UTILITIES, DRAINAGE AND DETENTION

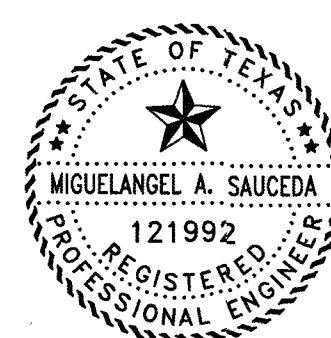
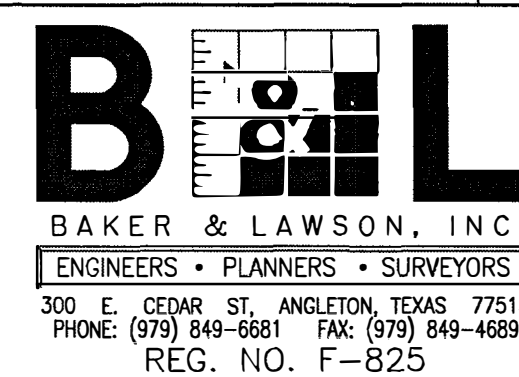


## INDEX OF SHEETS

NO.	DESCRIPTION
TS	TITLE SHEET
C.1	CONSTRUCTION NOTES
C.2	EXISTING CONDITIONS
C.3	LOT GRADING PLAN
C.4	DRAINAGE ANALYSIS
C.5	HYDROLOGIC CALCULATIONS
C.6	ON-SITE WATERLINE LAYOUT
C.7	MISCELLANEOUS DETAILS
C.8.A	SWPPP LAYOUT
C.8.B	SWPPP NARRATIVE
C.9	SITE AND LANDSCAPE PLAN
C.10	POND CROSS-SECTIONS
C.11	OFF-SITE WATERLINE LAYOUT

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS  
DRAWN MS  
CHECKED  
DATE



The seal appearing on  
this document was  
authorized by  
Miguel Saucedo  
P.E. 121992  
Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE LLC**  
**1237 9TH AVENUE**  
**SAN FRANCISCO, CA 94122**

PLAN: 1" = 60'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

**GAMBIT ENERGY STORAGE**  
**ANGLETON, TX 77515**

TITLE SHEET

PROJECT NO. 13552



GENERAL CONSTRUCTION NOTES

- 1.CONTACT THE ENGINEERING INSPECTORS WITH THE CITY'S ENGINEERING DEPARTMENT AT (979) 849-4364 PRIOR TO STARTING WORK TO SCHEDULE A PRE-CONSTRUCTION MEETING.
- 2.CONTRACTOR IS RESPONSIBLE FOR HAVING ALL BURIED UTILITIES IDENTIFIED, PROTECTED, REPLACED AND/OR PROPERLY REPAIRED IF DAMAGED. REPAIRS/REPLACEMENT SHALL BE AT CONTRACTOR'S EXPENSE.
- 3.CONTRACTOR SHALL OBTAIN AND MAINTAIN ON SITE ALL APPLICABLE PERMITS AND AN APPROVED COPY OF THE PLANS AND SPECIFICATIONS. NOT IFY THE CITY'S ENGINEERING DEPARTMENT 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- 4.CONTRACTOR IS RESPONSIBLE FOR NOT IFYING THE CITY'S ENGINEERING DEPARTMENT 24 HOURS PRIOR TO WEEKDAY WORK REQUIRING INSPECTION INCLUDING, BUT NOT LIMITED TO, LIVING, PAVING OPERATIONS, CONCRETE PLACEMENT, FORMING AND SET-UP, DENSITIES, PIPE INSTALLATION, AND ANY TESTING BY LABORATORIES. THE ENGINEERING DEPARTMENT MAY BE REACHED AT (979) 849-4364 OR BY CONTACTING THE ASSIGNED INSPECTOR.
- 5.ALL SATURDAY WORK SHALL BE REQUESTED, IN WRITING, WITH THE CITY'S ENGINEERING DEPARTMENT AT LEAST 48-HOURS IN ADVANCE. SUNDAY AND HOLIDAY WORK REQUIRES 72 HR. WRITTEN REQUESTS AND MUST BE APPROVED BY THE CITY ENGINEER. REQUIRED INSPECTIONS MAY BE SUBJECT TO INSPECTION FEES. NON-NOT IFICATIONS MAY RESULT IN NON-COMPLIANCE, WORK ORDERED STOPPAGE AND DOUBLE INSPECTION FEES.
- 6.FULL-TIME, RESIDENT INSPECTION BY THE PROJECT ENGINEER'S REPRESENTATIVE SHALL BE PROVIDED AT ALL CRITICAL POINTS OF CONSTRUCTION OR AS DEEMED NECESSARY BY THE CITY OF ANGLETON.
- 7.FOLLOW-UP INSPECTIONS OF ALL PUBLIC INFRASTRUCTURE SHALL BE SCHEDULED WITHIN 60 DAYS OF THE INITIAL INSPECTION. A COMPLETE RE-INSPECTION AND A NEW PUNCH LIST MAY BE REQUIRED AFTER THE 60 DAY PERIOD.
- 8.DESIGN AND CONSTRUCTION SHALL CONFORM TO THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, AND THE CITY OF ANGLETON LAND DEVELOPMENT CODE AND CONSTRUCTION MANUAL (ISSUED 2018). THE CITY OF ANGLETON STANDARDS SHALL BE ACQUIRED (AND USED) FROM THE ENGINEERING DEPARTMENT, THE LATEST REVISIONS AND/OR AMENDMENTS SHALL BE OBSERVED. WHERE CONFLICT MAY ARISE BETWEEN INFORMATION ON APPROVED CONSTRUCTION DRAWINGS AND/OR PROJECT SPEC IFICATIONS AND CITY OF ANGLETON STANDARDS, THEN THE CITY DESIGN STANDARDS SHALL GOVERN.
- 9.ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE AREA OR STRUCTURE DISTURBED, DURING CONSTRUCTION, SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OF ANGLETON. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF ANGLETON DESIGN STANDARDS. IF NON-COMPLIANCE OCCURS, CONTRACTOR SHALL REMEDY IMMEDIATELY AT HIS OWN EXPENSE.
- 10.ANY POLLUTION CONTROL DEVICE, SOD, OR SEEDED AREA DAMAGED, DISTURBED, OR REMOVED SHALL BE REPLACED OR REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR WATERING ANY SEED OR SOD WHICH HE HAS INSTALLED UNTIL ADEQUATE GROWTH IS ACHIEVED TO PREVENT EROSION.
- 11.STORM WATER POLLUTION PROTECTION SHALL BE DESIGNED, CONSTRUCTED, MAINTAINED AND SHALL BE IN TOTAL COMPLIANCE WITH THE ANGLETON LAND DEVELOPMENT CODE AND CONSTRUCTION MANUAL.
- 12.ANY MATERIALS OR WORKMANSHIP NOT MEETING OR EXCEEDING CITY OF ANGLETON STANDARDS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- 13.THE CONTRACTOR SHALL KEEP THE STREETS, RIGHT-OF-WAY, AND WORK AREA CLEAN OF DIRT, MUD, AND DEBRIS AS NEEDED OR AS REQUIRED BY CITY STAFF.
- 14.THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED TRAFFIC SAFETY CONTROL DEVICES UP TO AND INCLUDING FLAGMEN OR POLICE OFFICERS, IF DEEMED NECESSARY BY THE CITY OF ANGLETON.
- 15.THE CONTRACTOR SHALL CONTACT THE CITY OR LOCAL MUD AS APPROPRIATE TO OPERATE EXISTING UTILITIES AND PRIOR TO MAKING TIE-INS.
- 16.ALL BACKFILL WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (IN 8 INCH L IFTS) AND TESTED FOR ±2% OPTIMUM MOISTURE BY AN APPROVED LAB.
- 17.IT IS PERMISSIBLE TO USE A BACKHOE FOR TRENCH EXCAVATION IN LIEU OF A TRENCHING MACHINE.
- 18.THE CONTRACTOR SHALL NEVER UNLOAD ANY TRACK-TYPE VEHICLE OR EQUIPMENT ON ANY EXISTING PAVEMENT OR CROSS OVER ANY EXISTING PAVEMENT OR CURB.
- 19.ALL FINISH GRADES ARE TO CONFORM TO A MINIMUM SLOPE OF 6" PER 100 FT. POSITIVE DRAINAGE IS DEPICTED BY ARROWS.
- 20.CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF CROSSING" TO DETERMINE IF CONFLICTS EXIST BEFORE COMMENCING ANY CONSTRUCTION. NOT IFY THE ENGINEER AT ONCE OF ANY CONFLICT.
- 21.ALL FINISHED GRADES SHALL VARY UNIFORMLY BETWEEN FINISHED ELEVATIONS.
- 22.ALL TESTING PROCEDURES SHALL CONFORM TO THE CITY OF ANGLETON STANDARDS. THE INITIAL TESTING EXPENSE SHALL BE BORNE BY THE OWNER. IF ANY OF THE TESTS DO NOT MEET THE TESTING STANDARDS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE OR REPLACE SUCH MATERIAL. SO THE TESTING STANDARDS CAN BE MET. ADDITIONAL TESTING TO MEET COMPLIANCE SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 23.CONTRACTOR SHALL PROVIDE SHEETING, SHORING, AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION AS PER OSHA REQUIREMENTS.
- 24.ALL MATERIALS AND WORKMANSHIP NOT GOVERNED BY CITY STANDARDS SHALL CONFORM TO THE LATEST VERSION OF THE TXDOT STANDARD SPEC IFICATIONS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND ANY REVISIONS THERETO.
- 25.THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE JOBSITE IN A SAFE AND WORKMAN-LIKE MANNER (DURING AND AFTER WORKING HOURS), UNTIL JOB COMPLETION.
- 26.THE LOADING AND UNLOADING OF ALL PIPE, VALVES, HYDRANTS, MANHOLES, AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIAL AND EQUIPMENT.
- 27.THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR FOR EXCAVATION, INSTALLATION, AND COMPLETION OF THE PROJECT AS SHOWN ON THE PLANS AND SPECIAL PROVISIONS TO COMPLY WITH CITY OF ANGLETON STANDARDS.
- 28.NO PRIVATE UTILITIES (I.E., PHONE CABLE T.V., ELECTRICITY, ETC.) SHALL BE INSTALLED WITHIN 4 FEET BACK OF CURB.
- 29.PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR IT EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE PLANS. THE CONTRACTOR SHALL PROVIDE SAFETY SYSTEMS, INCLUDING CURRENT OSHA STANDARDS FOR TRENCH SAFETY SYSTEMS, SEALED BY A LICENSED PROFESSIONAL ENGINEER. APPROPRIATE TRENCH SAFETY PLANS SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO EXECUTION OF A CONTRACT FOR HIS WORK.
- 30.FOR TRAFFIC SIGNAL CONSTRUCTION, CONTACT THE CITY OF ANGLETON INFORMATION TECHNOLOGY DEPARTMENT TO OBTAIN IP ADDRESSES FOR SIGNAL CABINET EQUIPMENT. ALLOW 5 WORKING DAYS FOR THE ADDRESS. ONCE EQUIPMENT HAS BEEN INSTALLED AND COMMUNICATIONS ESTABLISHED WITH THE TRAFFIC MANAGEMENT CENTER, IT WILL COMMISSION THE COMMUNICATION LINK. ALLOW 10 WORKING DAYS FOR COMMISSIONS.

LIME SUBGRADE

- 1.LIME SHALL BE A "SLURRY" AS PER TXDOT 260 UNLESS SPECIFICALLY RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY ENGINEER.
- 2.ALL LIME SLURRIES SHALL BE FURNISHED AT OR ABOVE THE MINIMUM "DRY SOLIDS" CONTENTS AS APPROVED BY THE ENGINEER.
- 3.SUBGRADES SHALL BE STABILIZED WITH A MINIMUM SIX PERCENT (6%) LIME BY WEIGHT, EIGHT INCHES (8") THICK THE INITIAL MIX TO REDUCE PLASTICITY INDEX (PI) TO 20 OR LESS AS DETERMINED BY THE LIME SERIES. THE FINAL MIX SHALL BE AT SIX INCHES (6") THICK.
- 4.LIME DRY SOLID CONTENT TESTS SHALL BE CONDUCTED ON SITE, ONCE PER ONE-HUNDRED (100) TONS OF MATERIAL DISTRIBUTED, UNLESS OTHERWISE NOTED.
- 5.THE SUBGRADE SHALL BE SHAPED AND GRADED TO CONFORM TO THE TYPICAL SECTIONS, AS SHOWN ON THE PLANS, PRIOR TO TRATING THE EXISTING MATERIAL.
- 6.UNLESS APPROVED BY THE CITY ENGINEER, LIME OPERATIONS SHALL NOT BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS BELOW 40°F AND FALLING. LIVING MAY, WITH APPROVAL, BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS 35 °F/ AND RISING. LIME SHALL NOT BE PLACED WHEN WEATHER CONDITIONS, IN THE ENGINEER 'S OPINION, ARE UNSUITABLE.
- 7.THE SUBGRADE MATERIAL AND SLURRY SHALL BE THOROUGHLY MIXED, BROUGHT TO THE PROPER MOISTURE CONTENT (±2) AND LEFT TO CURE USUALLY 3 DAYS (72 HRS.) MINIMUM AS APPROVED BY THE CITY ENGINEER.
- 8.AFTER CURING, THE SUBGRADE SHALL BE REMIXED UNTIL PULVERIZATION REQUIREMENTS ARE MET, AS PER TXDOT, TEX-101-E, PART III.  
PERCENT MINIMUM PASSING 1-3/4" SIEVE-----100  
PERCENT MINIMUM PASSING 3/4" SIEVE-----85  
PERCENT MINIMUM PASSING No.4 SIEVE-----60
- 9.SIEVE TESTS SHALL BE CONDUCTED EVERY 150 LF ON ALTERNATING LANES OF TRAFFIC OR EVERY 300 LF ON SINGLE LANES AS REQUIRED, AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY OR CUL-DE-SAC.
- 10.THE MATERIAL SHALL BE AERATED OR MOISTENED TO + OR - 2% OPTIMUM PRIOR TO COMPACTION. COMPACTION TO A MINIMUM 95% DENSITY SHALL BEGIN IMMEDIATELY AFTER ALL PULVERIZATION AND MOISTURE REQUIREMENTS ARE MET, THROUGHOUT THIS ENTIRE OPERATION, THE SURFACE SHALL BE SMOOTH AND IN CONFORMITY WITH THE LINES AND GRADES ON THE PLANS.
- 11.WHEN THE SUBGRADE FAILS TO MEET DENSITY REQUIREMENTS OR SHOULD IT LOSE THE REQUIRED STABILITY, DENSITY OR FINISH, IT SHALL BE REWORKED IN ACCORDANCE WITH TXDOT SUBARTICLE 260.4(7) "REWORKING A SECTION", WHICH MAY REQUIRE AN ADDITIONAL 25% OF THE SPEC IFIED LIME AMOUNT.
- 12.THE TREATED SUBGRADE SHALL BE KEPT MOIST AND PREVENTED FROM DRYING, IN THE EVENT OF A ONE-HALF (1/2) INCH RAINFALL AND/OR IF THE MATERIAL BECOMES DRY AND IS NOT IN COMPLIANCE WITH THE ±2% OPTIMUM MOISTURE, DENSITY AND MOISTURE TESTS SHALL BE RETAKEN.
- 13.LIME DEPTH DETERMINATIONS WILL BE CONDUCTED AT EACH LOCATION OF DENSITY TESTING. LIME STABILIZED SUBGRADE SHALL BE A MINIMUM OF 6% AT 8" UNLESS OTHERWISE DIRECTED BY CITY ENGINEER. DENSITY TESTING SHALL BE DONE IMMEDIATELY PRIOR TO PLACEMENT OF REINFORCING STEEL AND SHALL BE COMPACTED TO A MINIMUM OF 95%. LIME DEPTH TESTS SHALL BE CONDUCTED AT EVERY 150 LF OF ROADWAY ON ALTERNATING LANES OR EVERY 300 LF OF SINGLE LANE. AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY AND/OR CUL-DE-SAC.
- 14.NO SUBGRADE SHALL BE COVERED WITH ANOTHER MATERIAL UNLESS APPROVED BY THE CITY OF ANGLETON AND LIME DEPTH TESTS HAVE BEEN COMPLETED.

CONCRETE/PAVING NOTES

- 1.CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND AUTHORIZATION REQUIRED BY CITY OF ANGLETON.
- 2.CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION AND WILL REPAIR OR REPLACE ANY DAMAGE AT CONTRACTOR'S EXPENSE.
- 3.PAVING CONTRACTOR SHALL PROTECT WATER, SEWER, AND DRAINAGE FACILITIES AND WILL REPLACE ANY DAMAGED FACILITIES AT HIS OWN EXPENSE. ALL MANHOLES AND VALVE WITHIN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BY THE PAVING CONTRACTOR WITH THE USE OF APPROVED BLOCKOUTS.
- 4.WHEN THE TOP OF CURB OR BOTTOM OF SIDEWALK IS AB ELEVATION VARIES FROM THE NATURAL GROUND, THE PAVING CONTRACTOR SHALL BACKFILL IN LAYERS NOT EXCEEDING 8-INCHES IN DEPTH. EACH LAYER WILL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY. THE DISTURBED AREA SHALL BE SEEDED, SODDED, FERTILIZED, AND/OR SILT BARRIER FENCED WITHIN 10 WORKING DAYS. THE TYPE OF POLLUTION CONTROL WILL BE DETERMINED BY THE APPROVED PLANS AND/OR THE CITY OF ANGLETON CITY ENGINEER.
- 5.ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF ANGLETON DESIGN STANDARDS, APPROVED PLANS AND SPEC IFICATIONS WITH THE LATEST REVISIONS OR AMENDMENTS. IN THE EVENT OF A CONFLICT, THE CITY OF SUGAR LAND DESIGN STANDARDS GOVERNS.
- 6.PAVING CONTRACTOR SHALL PROVIDE AND MAINTAIN SILT PROTECTION FENCES ON ALL STAGE I CURB INLETS. THE PAVING CONTRACTOR SHALL MAINTAIN ANY OTHER POLLUTION CONTROLS ESTABLISHED, I.E., ADDITIONAL SILT BARRIERS, SANDBAGS, ETC., FOR THE DURATION OF THE PROJECT. ANY DAMAGED OR MISSING DEVICES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- 7.EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE CITY OF ANGLETON STANDARDS AT THE CONTRACTOR'S EXPENSE.
- 8.CONDITION OF THE WORK AREA (INCLUDING ROADS, RIGHT-OF-WAYS, ETC.) UPON COMPLETION OF THE JOB SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING THE WORK.
- 9.ALL DRIVEWAYS WILL BE LOCATED TO AVOID EXISTING CURB INLET STRUCTURES.
- 10.REDOWD AND KEYWAYS SHALL NOT INTERSECT WITHIN 2 FEET OF AN INLET.
- 11.AT INITIAL AND FINAL INSPECTIONS, THE PAVEMENT WILL BE FLOODED TO CHECK FOR BIRDBATHS AND CRACKS. FLOODING OF STREETS SHALL OCCUR AT LEAST 1 HOUR PRIOR TO INSPECTION.
- 12.ALL CONCRETE PLACED SHALL BE UNIFORMLY SPRAYED WITH A MEMBRANE CURING COMPOUND AS DESCRIBED IN ITEM 526 IN THE TXDOT STANDARD SPEC IFICATIONS FOR CONSTRUCTION. IMPROPER APPLICATION WILL RESULT IN THE REJECTION OF THE CONCRETE.
- 13.CRACKS LARGER THAN 1/16-INCH ARE NOT ACCEPTABLE IN NEW PAVEMENT. CRACKS 1/16-INCH OR LESS SHALL BE ADDRESSED ON AN INDIVIDUAL BASIS BY DRILL AND EPOXY INJECTION, SUBJECT TO APPROVAL OR REJECTION.
- 14.PROPER TESTING AND LAB DOCUMENTATION IS REQUIRED. FAILURE TO MEET THE MINIMUM PAVEMENT REQUIREMENTS WILL RESULT IN THE REJECTION OF SAID PAVEMENT. IMMEDIATE REMOVAL AND REPLACEMENT OF SUBSTANDARD PAVEMENT SECTIONS WILL BE NECESSARY TO SATISFY THESE REQUIREMENTS.
- 15.4-CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 100 CUBIC YARDS OF CONCRETE PAVING WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT. THE CITY OF ANGLETON RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL TESTS AT THE CONTRACTOR'S EXPENSE, IF ANY MATERIAL APPEARS BELOW STANDARDS.
- 16.COLD WEATHER PRECAUTIONS. CONCRETE PAVEMENT SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS 40°F/ AND FALLING. CONCRETE MAY BE PLACED IF THE AMBIENT TEMPERATURE IS 35 °F/ AND RISING. CONTRACTOR SHALL PROVIDE AN APPROVED COVERING MATERIAL (COTTON MATS, POLYETHYLENE SHEETING, ETC.) IN THE EVENT TEMPERATURE SHOULD FALL BELOW 32°F. NO SALT OR OTHER CHEMICALS SHALL BE ADDED TO CONCRETE TO PREVENT FREEZING.
- 17.HOT WEATHER. NO CONCRETE PAVEMENT MIXTURE SHALL BE PLACED IF THE MIXTURE TEMPERATURE IS ABOVE 95 °F/. AIR AND WATER REDUCER ARE REQUIRED IF MIXTURE TEMPERATURE REACHES 85 °F/ OR ABOVE.
18. IF NO AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 60 MINUTES PAST BATCH TIME. IF AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 90 MINUTES PAST BATCH TIME.
19. STRUCTURE TEMPERATURES AND TIMING FOR CONCRETE PLACEMENT MAY VARY. REFER TO TXDOT STANDARDS ITEM 420 FOR DETAILS.
- 20.TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY AND ALL INTERSECTION CURB RETURN POINTS. MAXIMUM SPACING SHALL BE 200' AND BE SEALED WITH SEALANT CONFORMING TO TXDOT ITEM 360 (& ITEM 438) AND TXDOT DMS-6310 , CLASS-2.
- 21.NO WIRE MESH IS ALLOWED IN ANY CONCRETE WITHIN THE CITY LIMITS OR ETJ.
- 22.ALL REBAR SHALL BE 100% TIED. OVERLAPS SHALL BE DOUBLE TIED MINIMUM. REINFORCED STEEL BE A MINIMUM 60% COVERAGE.
- 23.ALL NEW CURB REQUIRES 3,000 P.S.I. @ 28-DAYS. 4 CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 50 CUBIC YARDS OF CONCRETE CURB WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT.
- 24.A CITY INSPECTOR MUST BE PRESENT ON ALL PROOF ROLLS, LIME DEPTH CHECKS AND DENSITY TESTS AND MUST BE CONTACTED AT LEAST 24 HOURS PRIOR TO THE TEST.
- 25.CONCRETE MIX DESIGN MUST BE SENT TO THE CITY FOR APPROVAL A MINIMUM 72 HOURS BEFORE THE FIRST CONCRETE POUR.
- 26.FOR A REGULAR MIX, SLUMP SHALL BE A MAXIMUM OF 5" . FOR A MIX WITH A WATER REDUCER, SLUMP SHALL BE A MAXIMUM OF 4" .
- 27.VEHICLES OF ALL TYPES ARE PROHIBITED FROM DRNG ON NEW PAVEMENTS SEVEN (7) DAYS AFTER THE CONCRETE POUR AND UNTIL THE CONCRETE HAS REACHED A MINIMUM OF 3,000 PSI. PAVEMENT PROTECTION SUCH AS A DIRT LAYER OF AT LEAST 12" IS REQUIRED FOR TRACK EQUIPMENT AT PAVEMENT CROSSINGS.
- 28.IN LIEU OF MECHANICALLY CONTROLLED VIBRATORS CONTROLLED BY A SUP-FORM PAVING MACHINE, HAND MANIPULATED DEFORMAL VIBRATORS SHALL BE USED FOR PROPER CONSOLIDATION OF CONCRETE IN ALL PAVEMENT AREAS (ALONG FORMS, AT JOINTS, ETC.)
- 29.ALL CONCRETE STREETS AND BRIDGE SURFACES SHALL HAVE A "BAKER BROOM" FINISH, WHILE ALL OTHER CONCRETE PLACEMENT SHALL HAVE A MEDIUM BROOM FINISH.
- 30.ALL PAVEMENT MARKINGS TO BE DONE IN CONFORMANCE WITH THE LATEST VERSION OF TMUTCD AND TXDOT STANDARD SPEC IFICATIONS AND ANY REVISIONS THERETO.
- 31.REFER TO GENERAL NOTES.

STABILIZED CRUSHED CONCRETE

1. TEST AND ANALYSIS OF AGGREGATE AND BINDER MATERIALS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1557 AND ASTM A318. CEMENT SHALL BE ASTM 150 TYPE I.
2. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TXDOT STANDARD SPEC IFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (1993) AND ITS LATEST REVISIONS AND CITY OF ANGLETON STANDARDS.
3. PRIME COAT SHALL BE M.C. 30 OR EPR-1 PRIME.
4. DESIGN MIX FOR MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 200 PSI IN 48 HRS. PROVIDE MINIMUM CEMENT CONTENT OF 5 SK PER TON OF MIX. CEMENT CONTENT MAY BE RAISED AT THE CONTRACTOR'S EXPENSE IF TESTS ON FIELD SAMPLES FALL BELOW 200 PSI.
5. THREE SAMPLES SHALL BE MOLDED EACH DAY FOR EACH 300 TONS OF PRODUCTION. COMPRESSIVE STRENGTH SHALL BE THE AVERAGE OF THREE TESTS FOR EACH PRODUCTION LOT. CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY MATERIAL BELOW MINIMUM REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY LINES, GRADES, AND COMPACTED SUBGRADING AS READY TO RECEIVE MATERIALS PRIOR TO ITS PLACEMENT.
7. CEMENT STABILIZED BASE MAY NOT BE PLACED IF AMBIENT TEMPERATURE IS 40°F AND FALLING. BASE MATERIAL MAY BE PLACED IF AMBIENT TEMPERATURE IS 35°F/ AND RISING.
8. MATERIAL MAY NOT BE PLACED IN L IFTS EXCEEDING 6 INCHES IN DEPTH. EACH LIFT SHALL HAVE DENSITIES TAKEN.
9. CEMENT STABILIZED BASE MAY NOT BE STORED FOR LONG PERIODS. DELIVERY OF MATERIAL AND UTILIZATION SHOULD BE TIMED ACCORDINGLY. MAXIMUM TIME ALLOWED 3 HRS. FROM BATCH TIME TO HAVING BEEN INSTALLED.
10. CEMENT STABILIZED BASE SHALL NOT BE INSTALLED IN WET OR SOFT AREAS.
11. COMPACT TO MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY. UNLESS OTHERWISE INDICATED ON DRAWINGS, MOISTURE SHALL BE BETWEEN + OR - 2% OPTIMUM AS DETERMINED BY ASTM 688.
12. AFTER COMPACTING FINAL COURSE, BLADE SURFACE TO FINAL GRADE. ANY IRREGULARITIES, WEAK SPOTS, AREAS OF EXCESSIVE WEAKNESS, OR SURFACE HAIR LINE CRACKING SHALL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE.
13. A CERT IFIED LAB SHALL BE ON SITE AT ALL TIMES TO TEST AND PROPERLY DOCUMENT THE CONSTRUCTION METHODS AND QUALITY OF MATERIALS.
14. COMPACTION TESTING WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2922 AND ASTM D 3017 AT RANDOMLY SELECTED LOCATIONS AS DIRECTED BY CITY OF ANGLETON CONSTRUCTION INSPECTOR.
15. A MINIMUM OF ONE CORE SHALL BE TAKEN AT RANDOM LOCATIONS PER 300 LF PER LANE OF ROADWAY OR ONE PER 250 SQ. YD., WHICHEVER MAY APPLY, AND SHALL BE STAGGERED RELATIVE TO TESTING SITES IN ADJUTING TRAFFIC LANES.
16. CURE FOR A MINIMUM OF 7 DAYS BEFORE ADJUST ASPHALT PAVEMENT COURSES.
17. COVER SURFACE WITH CUTBACK ASPHALT AT THE FOLLOWING RATES: MC-30-0.1 GAL PER SQ. YD., OR EPR-1 PRIME-0.15 GAL PER SQ. YD. DO NOT USE CUTBACK ASPHALT APRIL 16 TO SEPTEMBER 15. PROTECT THE MEMBRANE BY ALLOWING MEMBRANE TO FULLY CURE PRIOR TO PERMITTING TRAFFIC TO DRIVE ON IT.
18. UNSTABILIZED CRUSHED CONCRETE MAY NOT BE USED ON PN PUBLIC STREETS, ROADS, OR RIGHTS-OF-WAY.
19. STABILIZED LIMESTONE BASE MAY BE SUBSTITUTED FOR STABILIZED CRUSHED CONCRETE IF SUBMITTED AND APPROVED BY THE CITY ENGINEER.

STORM SEWER NOTES

- 1.STORM SEWERS SHALL BE DESIGNED AND CONSTRUCTED WITH CITY OF ANGLETON'S STANDARD CONSTRUCTION SPEC IFICATIONS AND IN ACCORDANCE WITH CITY OF ANGLETON STANDARD DETAILS SHEET AND LATEST REVISIONS.
- 2.ALL PIPE STORM SEWERS SHALL BE INSTALLED, BEDDED, AND BACKFILLED IN ACCORDANCE WITH CITY OF ANGLETON STANDARD DETAIL DRAWINGS.
- 3.ALL CEMENT STABILIZED SAND (C.S.S.) SHALL BE 1-1/2 SK PER CUBIC YD. AND MEET MINIMUM C.S.S. STANDARDS COMPACTED TO 95%.
- 4.ALL STORM SEWERS UNDER AND WITHIN TWO (2) FOOT OF PROPOSED OR FUTURE PAVEMENTS SHALL BE BACKFILLED AND COMPACTED WITH 1-1/2 SK C.S.S. TO BOTTOM OF SUBGRADE.
- 5.ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8" BRICK WALLS WITH FULL MORTAR HEAD AND BED JOINTS AND GROUTED WITH A MINIMUM OF 1/2-INCH NON-SHRINK GROUT INSIDE AND OUTSIDE, UNLESS OTHERWISE NOTED.
- 6.AVOID TO MAXIMUM EXTENT, MANHOLES IN HANDICAP RAMPS.
- 7.ALL STORM SEWER MANHOLES SHALL BE OF ANGLETON TYPE "C" UNLESS OTHERWISE NOTED AND SHALL BE LOCATED A MINIMUM OF THREE (3) FEET BACK OF CURB. IF CONFLICT EXISTS, RACK OVER MANHOLE TO MISS PROPOSED CURB.
- 8.RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITY CONTRACTOR SHALL ADJUST RIM ELEVATIONS TO 0.4 FEET ABOVE THE FINISH GRADE AT EACH LOCATION AFTER CONTRACTOR HAS COMPLETED FINAL GRADING. SLOPED FILL SHALL BE ADDED FOR STORM WATER DRAINAGE AWAY FROM RIM.
- 9.RIM ELEVATIONS SHALL BE PROPERLY ADJUSTED TO GRADE IN PAVEMENT AND SIDEWALKS. APPROVED BLOCKOUTS SHALL BE USED IN PAVEMENT.
10. ALL STORM SEWER MANHOLE COVERS MUST INCLUDE "STORM SEWER" AND "DUMP NO WASTE", "DRAINS TO WATERWAYS" WITH CITY OF ANGLETON EMBLEM AS DEPICTED IN THE DETAIL SHEETS.
11. MINIMUM STORM SEWER SIZE SHALL BE 24-INCH DIAMETER. ALL STORM SEWER PIPES 24" AND LARGER ARE TO BE REINFORCED CONCRETE PIPE ASTM C-76 CLASS III, INCLUDING INLET LEADS CROSSING UNDER EXISTING OR PROPOSED PAVEMENTS. ALL INLET LEADS SHALL BE 24" R.C.P. OR LARGER. ALL STORM SEWER PIPE SHALL BE RUBBER CASKETING. ALL CMP PIPE SHALL BE IN ACCORDANCE WITH C.O.S.L. APPROVED PRODUCT USE AND STANDARD DETAILS.
12. CONTRACTOR SHALL VERIFY NATURAL GROUND SHOTS PRIOR TO MANHOLE CONSTRUCTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS AND ANY SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.
14. CONTRACTOR TO PROVIDE A MINIMUM OF 6-INCHES CLEARANCE AT UTILITY CROSSINGS AND A MINIMUM OF TWELVE (12) INCHES AT SANITARY SEWER CROSSING.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ANY BACKSLOPE DRAINAGE SYSTEM DISTURBED AS A RESULT OF HIS WORK.
16. ALL DITCHES SHALL BE RESTORED TO PROPOSED ELEVATIONS TO INSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE COMPACTED AND ALL DISTURBED AREAS SHALL BE RESEDED OR REODDED WITHIN 10 WORKING DAYS OF EACH OCCURRENCE [NO SEPARATE PAY].
17. THE UTILITY CONTRACTOR SHALL ROUGH CUT ALL ROADSIDE SWALES IN PROPER ALIGNMENT AND SLOPE TO WITHIN 0.2 FT. OF FINISH GRADE. THE PAVING CONTRACTOR, UPON COMPLETION OF PAVING, SHALL COMPLETE FINAL GRADING ALIGNMENT OF SWALES AND RESTORE ALL AREAS WITHIN RIGHT-OF-WAY FOR SEEDING OR SODDING AND FERTILIZATION.
18. ALL STORM SEWERS MUST BE CLEAN/FREE OF DIRT AND DEBRIS AT THE TIME OF INITIAL AND FINAL ACCEPTANCE.
- 19.REFER TO GENERAL NOTES AND C.S.S. NOTES.

WATER DISTRIBUTION NOTES

1. WATER MAINS, WATER SERVICE LINES, AND ASSOCIATED APPURTENANCES SHALL BE DESIGNED AND CONSTRUCTED AS PER REQUIREMENTS OF THE CITY OF ANGLETON DESIGN STANDARDS AND CORRESPONDING STANDARD CONSTRUCTION DETAILS SHEETS AND AS PER THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY. SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND/OR INFORMATION INCLUDED IN PROJECT SPEC IFICATIONS, CITY OF ANGLETON DESIGN STANDARDS SHALL GOVERN.
- 2.ALL MATERIALS AND PRODUCTS USED IN THE CONSTRUCTION OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL COMPLY WITH THE CITY OF SUGAR LAND DESIGN STANDARDS AND THE CURRENT APPROVED PRODUCTS LIST AS MAINTAINED BY THE CITY'S ENGINEERING DEPARTMENT.
- 3.ALL GATE VALVES INSTALLED BELOW GRADE SHALL BE OF NON-RISING STEM DESIGN.
4. ALL FIRE HYDRANTS SHALL BE PAINTED AND/OR REPAINTED WITH GEO-GLEN 3001 BRIGHT SILVER POLYURETHANE ENAMEL, IN CITY OF ANGLETON SPECIFICATIONS. ALL FIRE HYDRANTS SHALL BE OF NON-RISING STEM DESIGN, FOLLOWED BY MEDIA BLASTING TO SSPC-SP15-10-63 SPEC IFICATIONS (NEAR WHITE METAL) AS PER MANUFACTURER'S RECOMMENDATIONS. PRIME BARE METAL WITH TP-251 EPOXY PRIMER EPOXY PRIMER OR WITH TP-221, TP-231, OR TP-241 UNIVERSAL PRIMER. 80°F/ AND 50% RELATIVE HUMIDITY ARE OPTIMAL CONDITIONS FOR APPLICATION OF PRIMER AND OF PAINT. DO NOT APPLY PRIMER AND/OR PAINT WHEN SURFACE TO BE PAINTED IS LESS THAN 50 °/ ABOVE THE DEW POINT IN ORDER TO PREVENT MOISTURE FROM CONDENSING ON THE SURFACE TO BE PRIME AND/OR PAINTED. A BLUE TRAFFIC BUTTON SHALL BE INSTALLED ON THE STREET 12" OFF THE CENTER LINE FOR EACH HYDRANT.
5. MINIMUM SEPARATION DISTANCES AS REQUIRED BY TCEQ SECTION 317.13, 290 , APPENDIX E MUST BE MAINTAINED BETWEEN POTABLE WATER LINES AND SANITARY SEWERS, FORCE MAINS, L IFIT STATIONS, AND WASTEWATER TREATMENT PLANTS. INSTALLATION OF FIRE HYDRANTS WITHIN 9' (FT) OF A SANITARY SEWER SYSTEM IS PROHIBITED. REFER TO C.O.S.L. STANDARDS FOR CONSTRUCTION REQUIREMENTS OF OTHER INSTALLATIONS WHERE DISTANCES ARE GREATER THAN 9' (NINE) FT. CANNOT BE MAINTAINED.
- 6.EACH WATER SERVICE LEAD STUB SHALL BE MARKED WITH A PRESSURE TREATED 4 X 4 TIMBER OR PVC PIPE AT THE TIME OF CONSTRUCTION, BEGINNING AT THE INVERT ELEVATION OF THE STUB AND EXTENDING TWO FEET ABOVE FINISHED GRADE. EACH TIMBER MARKER SHALL BE PAINTED BLUE AND LABELED "POTABLE WATER" WITH PIPE SIZE NOTED.
7. TESTING OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C505-94.
- 8.DISINFECTION OF WATER MAINS, WATER SERVICE LINES, AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C651 AND TCEQ. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER LINES UNTIL NEWLY CONSTRUCTED WATER LINES HAVE BEEN THOROUGHLY DISINFECTED, TESTED, FLUSHED, AND SAMPLED AND CONNECTION HAS BEEN AUTHORIZED BY THE CITY ENGINEER.
9. ALL WATER PIPING AND BEDDING SHALL BE INSPECTED BY THE CITY INSPECTOR FOR CONFORMANCE TO DESIGN STANDARDS PRIOR TO BACKFILLING OF PIPING IN TRENCH. CONTRACTOR SHALL NOT COVER PIPING UNTIL SUCH TIME AS INSPECTOR HAS NOT IFED CONTRACTOR THAT RESULTS OF PIPING INSPECTION ARE SATISFACTORY AND THAT BACKFILLING MAY BE ACCOMPLISHED. ANY PIPING INSTALLED AND/OR BACKFILLED WITHOUT INSPECTOR'S SPEC IFIC APPROVAL SHALL BE UNCOVERED AT INSPECTOR'S DIRECTION AND INSPECTED ACCORDINGLY. 24-HOUR NOTICE REQUIRED.
10. ALL MECHANICALLY RESTRAINED FITTINGS MUST BE MEAGALG RESTRAINED JOINTS OR APPROVED EQUAL.
11. THE CITY OF ANGLETON MUST HAVE A COPY OF THE BACTERIOLOGICAL TEST RESULTS AT LEAST 24 HOURS PRIOR TO THE INITIAL INSPECTION. IF NOT, THEN THE INSPECTION WILL BE RESCHEDULED.

AT&T NOTES

THE LOCATION OF AT&T TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO PRESERVE THESE UNDERGROUND UTILITIES.

UNDERGROUND TELEPHONE AND TELEVISION CABLE EXISTS THROUGHOUT THE PREPOSED PROJECT AREA. CONTRACTOR TO CONTACT T&E-TEST AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION FOR LOCATION AND MARKING OF UNDERGROUND CABLE.

CONTACT AT&T TELEPHONE COMPANY AT 1-800-843-4345 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

RELIANT CENTERPOINT NOTES

TO STAKE OUR UNDERGROUND FACILITIES, PLEASE CALL UCC (713) 233-4567, OR TOLL FREE 1-800-669-8344 AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL H.L.B.P. AT (713) 228-7400.

TEXAS NEW MEXICO POWER NOTES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO POWER AT (979) 829-5776.

CENTERPOINT ENERGY/ENTEX NOTES

LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) AS SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE NOT USUALLY SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE HSOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (979) 849-4364 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

\*WHEN CENTERPOINT ENERGY PIPELINE MARKINGS ARE NOT VISIBLE, CALL (800) 752-8036 OR (713) 659-2111 (7:00 AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.

\*WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.

WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.

\*FOR EMERGENCIES REGARDING GAS LINES, CALL (800) 659-2111 OR (713) 659-2111.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

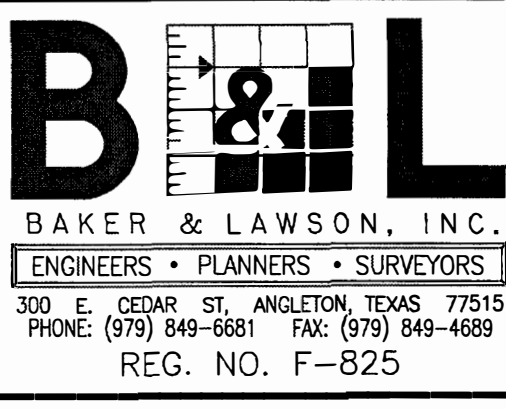
ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY

NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION (713) 207-5769.

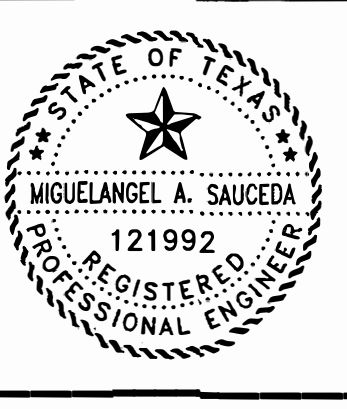
WARNING: OVERHEAD ELECTRICAL FACILITIES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BENNING ANY CONSTRUCTION, TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

				DESIGNED	MS
				DRAWN	MS
				CHECKED	
NO.	DATE	DESCRIPTION	APPROVED		
REVISIONS				DATE	



**BAKER & LAWSON, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
300 E CEDAR ST, ANGLETON, TEXAS 77515  
PHONE: (979) 849-6681 FAX: (979) 849-4689  
REG. NO. F-825



The seal appearing on this document was authorized by  
Miguel Saucedo  
P.E. 121992  
Date: 12/2/19

OWNER:

**GAMBIT ENERGY STORAGE, LLC**

**1237 9TH AVENUE**

**SAN FRANCISCO, CA 94122**

PLAN: \_\_\_\_\_

PROFILE: \_\_\_\_\_

HORIZONTAL: \_\_\_\_\_

VERTICAL: \_\_\_\_\_

**GAMBIT ENERGY STORAGE**

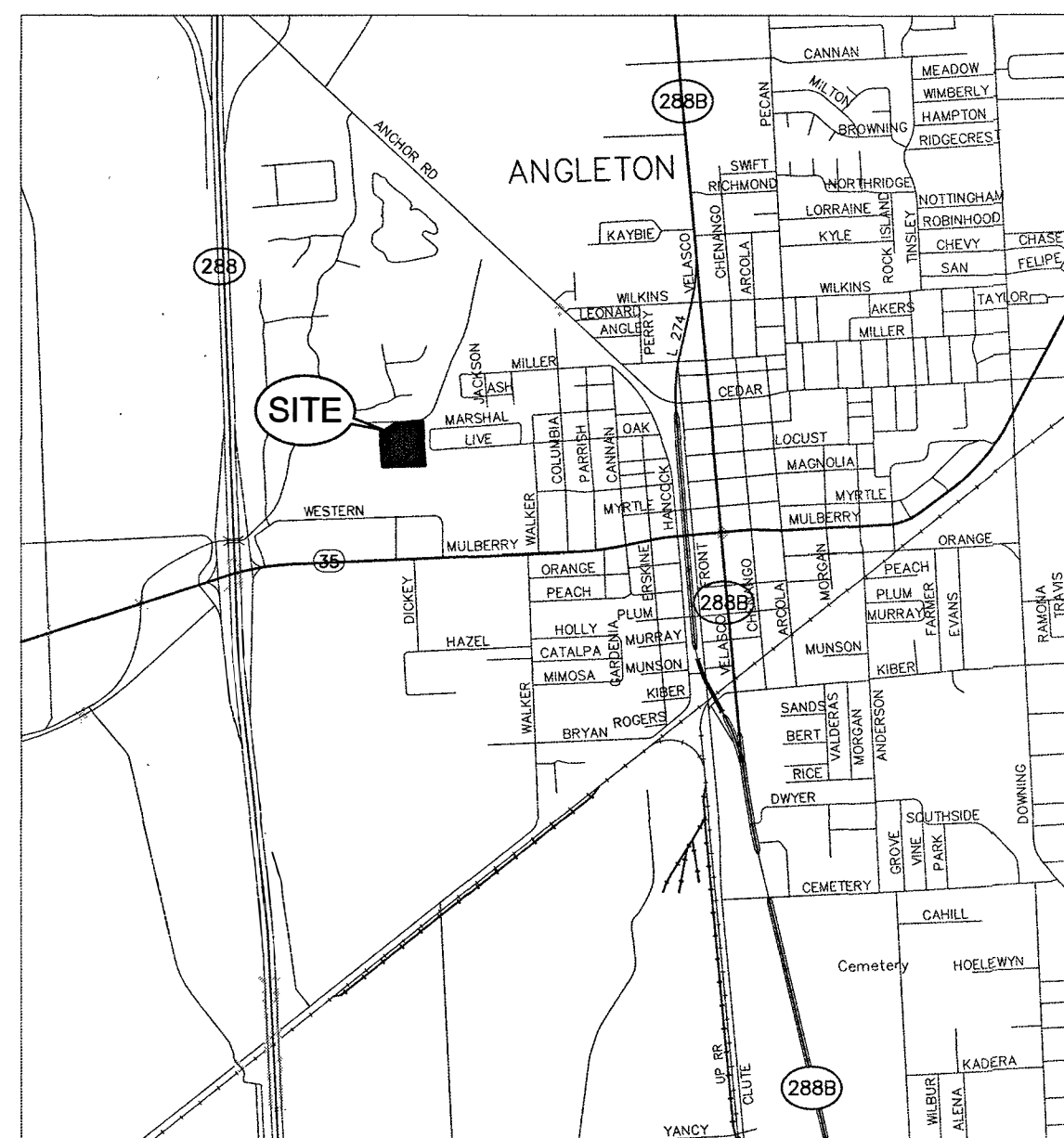
**ANGLETON, TX 77515**

**CONSTRUCTION NOTES**

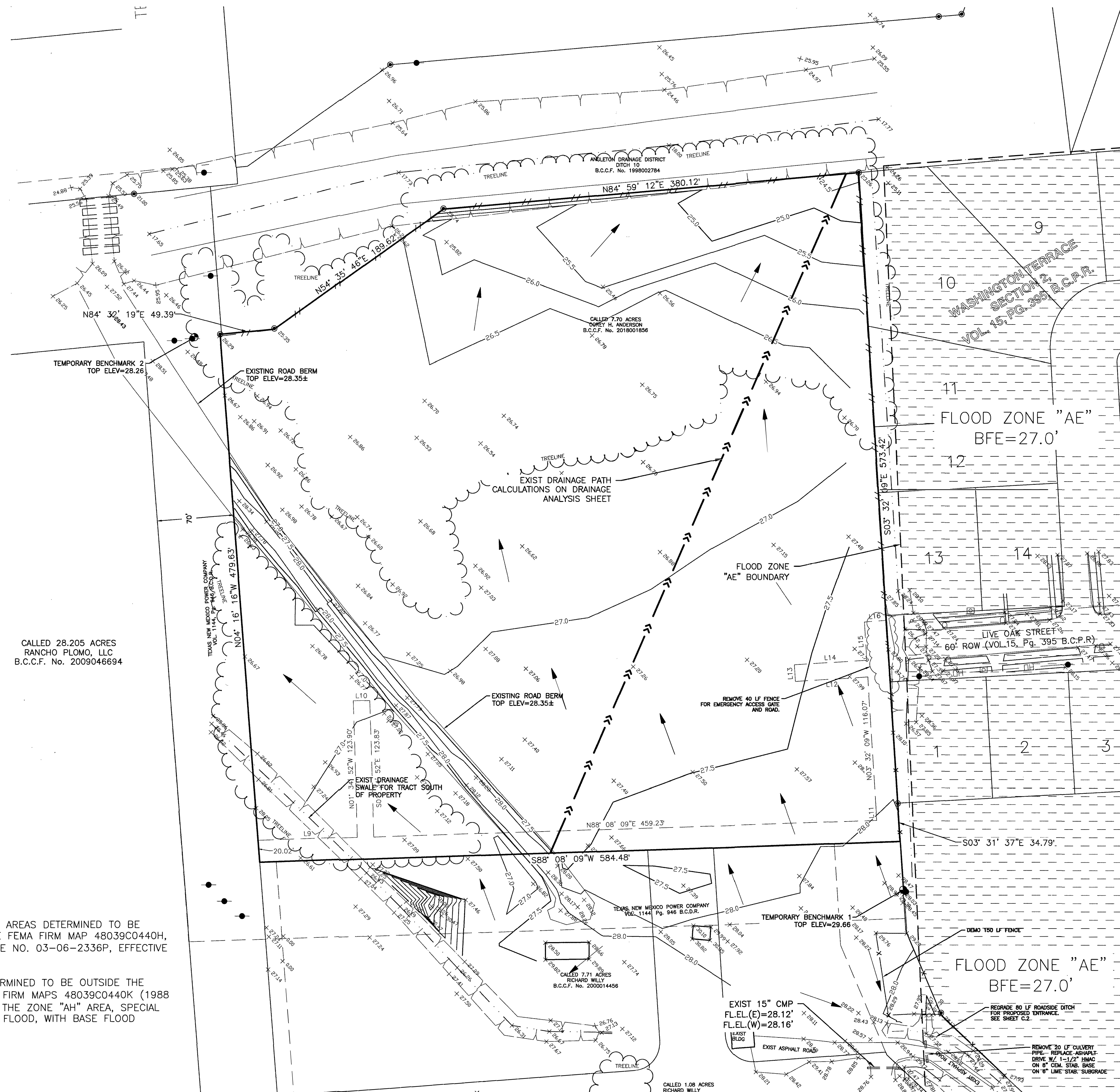
PROJECT NO. 13552

C 146





VICINITY MAP  
APPROX SCALE: 1" = 0.5 MI



#### FLOOD ZONE STATEMENT:

THE PROPERTY LIES FULLY WITHIN THE ZONE "X" AREA (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FIRM MAP 48039C0440H, EFFECTIVE DATE OF JUNE 05, 1989 (1929 DATUM), REVISED BY CASE NO. 03-06-2336P, EFFECTIVE DATE OF OCTOBER 6, 2004.

THE PROPERTY LIES FULLY WITHIN THE ZONE "X" AREA, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO PROPOSED FEMA FIRM MAPS 48039C0440K (1988 DATUM). THE NEIGHBORING PROPERTY TO THE EAST IS LOCATED IN THE ZONE "AH" AREA, SPECIAL FLOOD AREAS SUBJECT OF INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, WITH BASE FLOOD ELEVATION DETERMINED AT 27 FT MSL (1988 DATUM).

#### ELEVATIONS ARE BASED ON HERITAGE OAKS BM #1 NGVD1973

BM #1: CUT SQUARE ON TOP OF CURB AT NE CORNER OF BRIDGE, NORTHBOUND LANE, SH 288 FREEWAY AT ANGLETON DRAINAGE DISTRICT DITCH 10. ELEV. = 29.96.

#### SITE BENCHMARK

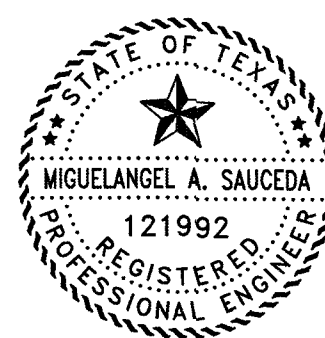
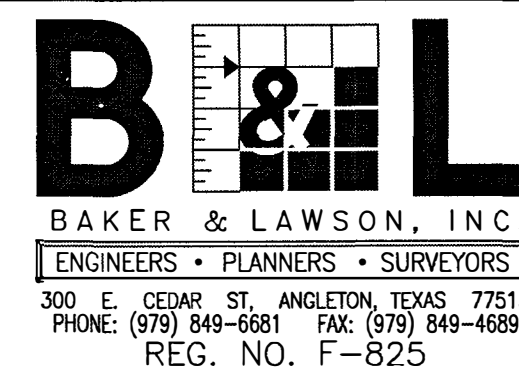
TBM 1: A 60D NAIL SET IN THE WEST FACE OF A POWER POLE NEAR THE SOUTHEAST CORNER OF SITE.  
ELEVATION = 29.66 FEET, NGVD1973

TBM 2: A 60D NAIL IN THE SOUTH FACE OF A POWER POLE IN THE NORTHWEST CORNER OF THE SITE.  
ELEVATION = 28.26 NGVD1973

Line Table		
Line No.	Length	Direction
L9	90.50'	N88°08'09"E
L10	15.00'	N88°25'08"E
L11	14.20'	N03°31'37"W
L12	66.24'	S86°25'54"W
L13	15.00'	N03°34'06"W
L14	66.25'	N86°25'54"E
L15	34.65'	N03°32'09"W
L16	19.82'	N85°39'25"E

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS  
DRAWN MS  
CHECKED  
DATE



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992  
Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN: 1" = 50'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515
















EXIST CONDITIONS

PROJECT NO. 13552





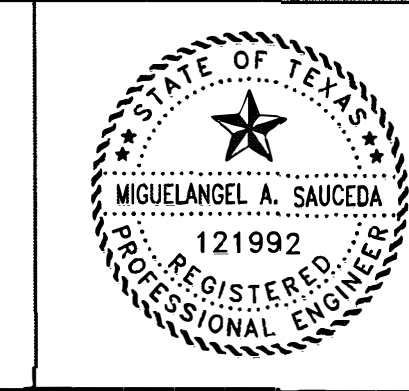
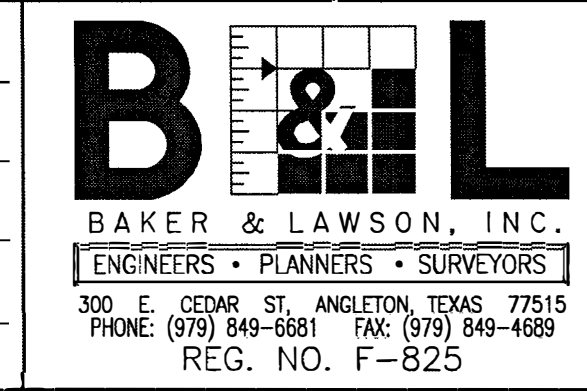
LEGEND

-  = FND IMPLEMENT AS NOTED  
 = SET 5/8" IRON ROD  
 = BENCHMARK  
 = WATER VALVE  
 = WATER METER  
 = FIRE HYDRANT  
 = GUY WIRE  
 = POWER POLE  
 = EXIST TREE LINE  
 = EXIST OVERLAND FLOW  
 = SURFACE ELEVATION  
 = PROP CRUSH CONC OR AGG  
 = PROP CONC  
 = PROP PAVEMENT ELEV  
 = PROP NG ELEV


CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGES ON MURRAY RANCH ROAD (1300 LF; 12' WIDE) DURING CONSTRUCTION. CONTRACTOR WILL BE REQUIRED TO REPAIR ASPHALT AND REMOVE ROADSIDE RUTS AFTER CONSTRUCTION.

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS  
DRAWN MS  
CHECKED  
DATE



The seal appearing on  
this document was  
authorized by  
Miguel Saucedo  
P.E. 121992



Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
**1237 9TH AVENUE**  
**SAN FRANCISCO, CA 94122**

PLAN: \_\_\_\_\_ 1" = 40'

PROFILE: \_\_\_\_\_

HORIZONTAL: \_\_\_\_\_

VERTICAL: \_\_\_\_\_

GAMBIT ENERGY STORAGE  
ANGLETON, TX 77515

## LOT GRADING PLAN

PROJECT NO. 13552

C.3 148



D.A. NO.	RUN	CUMM AREA (AC)	C	T <sub>c</sub> (MIN)	1 100-YR (MIN)	100 YEAR Q (CFS)
DA-2	SITE TO NODE 1	2.15	0.57	15	8.395	10.29
DA-1	NODE 1 TO NODE 2	3.69	0.57	15	8.395	17.66
DA-3	SITE TO NODE 3	0.87	0.57	15	8.395	4.16

DITCH 1 CAPACITY										
ID	NG ELEV FT	PROP FL FT	DITCH DEPTH (D) FT	CROSS SEC AREA (A) SF	WET PERIMETER (P) FT	HYDRAULIC RADIUS (R)'	ROUGHNESS COEFFICIENT (N)	SLOPE (S) FT/FT	CAPACITY (Q) CFS	REQUIRED CAPACITY (Q) CFS
NODE 2	26.7	25.5	1.2	5.76	9.6	0.6	0.025	0.002	10.9	10.29
NODE 1	26.8	24.2	2.6	27.04	20.8	1.3	0.025	0.002	85.8	17.66

DITCH 2 CAPACITY										
ID	NG ELEV FT	PROP FL FT	DITCH DEPTH (D) FT	CROSS SEC AREA (A) SF	WET PERIMETER (P) FT	HYDRAULIC RADIUS (R)'	ROUGHNESS COEFFICIENT (N)	SLOPE (S) FT/FT	CAPACITY (Q) CFS	REQUIRED CAPACITY (Q) CFS
NODE 3	26.7	25.7	1	4	8	0.5	0.025	0.002	6.7	4.16

AREA= 4\*D^2  
P= 8\*D (APPROXIMATE)

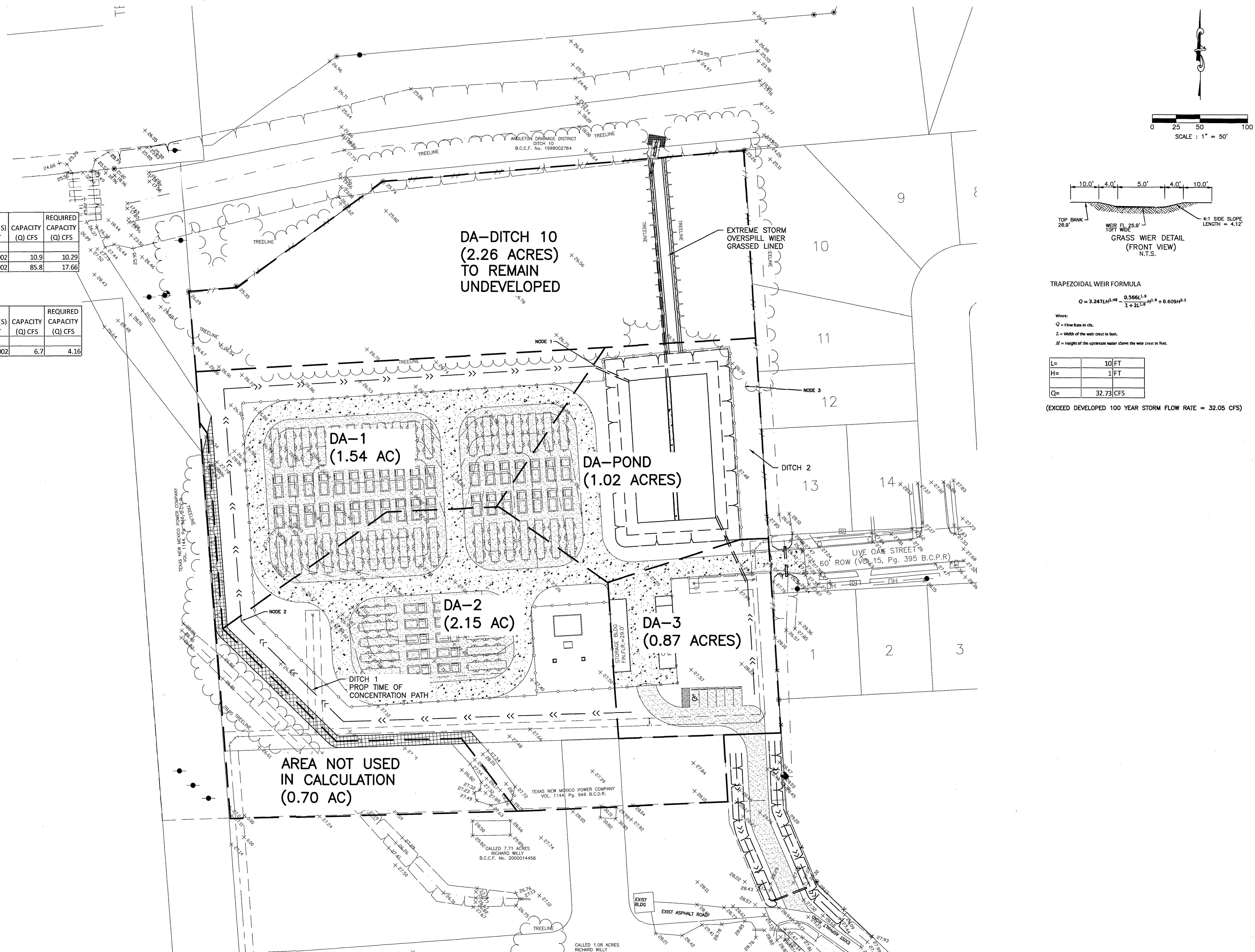
DEVELOPMENT FLOW RATE CALCULATION (100-YEAR STORM)  
 $Q_{100} = CQA \times 1.00 \text{ PK}$   
 $C = 0.30$   
 $TC = 15 \text{ MIN}$   
 $+ \quad 670 \text{ LF GRASS @ } 0.5 \text{ FPS}$   
 $= \quad 37.33 \text{ MINS}$   
 $A = 5.58 \text{ AC}$   
 $I_{100} = 5.885 \text{ IN/HR}$   
 $Q_{100} = 0.30 \times 5.58 \times 5.885 \times 1.00 \text{ PK} = 9.851 \text{ CFS (RESTRICTOR FLOW)}$

Q=CIA  
C = 1.55 AC. IMPERVIOUS @ 0.95  
1.07 AC. GRAVEL @ 0.90  
2.96 AC. GRASS @ 0.30  
C = 0.56  
TC = 15 MIN  
+ 30 LF GRASS @ 0.5 FPS  
+ 1090 LF DITCH @ 1.5 FPS  
+ 380 LF STM SEW @ 3.0 FPS  
+ 40 LF POND CHANNEL @ 1.5 FPS  
= 30.7 MINS  
I100 = 6.432 IN/HR  
A = 5.58 ACRES  
Q100 = 0.56 X 5.58 X 6.432 X 1.25 =

DETENTION REQUIRED = 72,440 CF = 1.663 AC-FT (SEE SHEET C.5)

POND (GRAVITY POND)  
TOP BERM ELEVATION= 26.9'  
100-YEAR WSEL ELEV= 25.9'  
AREA @ WSEL (ELEV=25.9)= 23,100 SF  
AREA @ BOTTOM (EL=21.5')= 12,300 SF  
AVE AREA= 17,700 SF  
DEPTH= 4.4'  
STORAGE= 77,880 CF

DETENTION PROVIDED= 77,880 CF = 1.79 AC-FT

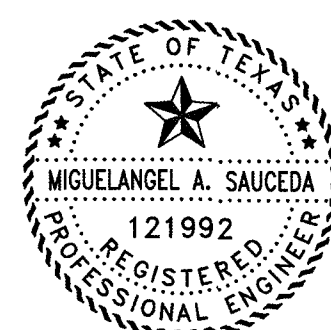
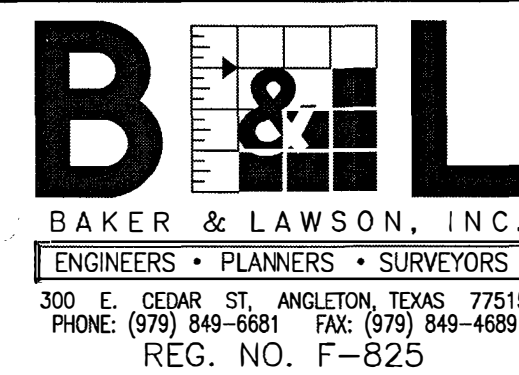


L=	10	FT
H=	1	FT
Q=	32.73	CFS


(EXCEED DEVELOPED 100 YEAR STORM FLOW RATE = 32.05 CFS)

NO.	DATE	DESCRIPTION	APPROVAL
REVISIONS			

DESIGNED \_\_\_\_\_ MS  
DRAWN \_\_\_\_\_ MS  
CHECKED \_\_\_\_\_  
DATE \_\_\_\_\_



The seal appearing on  
this document was  
authorized by  
Miguel Saucedo  
P.E. 121992

  
\_\_\_\_\_  
Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
**1237 9TH AVENUE**  
**SAN FRANCISCO, CA 94122**

PLAN: 1" = 50'  
 PROFILE:  
 HORIZONTAL: \_\_\_\_\_  
 VERTICAL: \_\_\_\_\_

GAMBIT ENERGY STORAGE  
ANGLETON, TX 77515

## DRAINAGE ANALYSIS

PROJECT NO. 13552

C.4



1

Hydrological and Hydraulic Impacts  
Battery Park, Angleton TX  
Job # 13552

Brazoria County, Texas

A = 5.58 Acre Development :

Pre Development:

C = 0.30  
TC = 37.33 Minutes, I = 5.885 in/hr  
Q = 100 Year Storm = 9.851 cfs

Post Development

C = 0.56  
TC = 30.7 Minutes, I = 6.432 in/hr  
Q = 100 Year Storm = 25.123 cfs

Required Detention:

1.663 acre - feet (72,440 c.f.)

Miguel Saucedo, P.E. Nov 11, 2019

2

Drainage Analysis

Job # 13552 - Battery Park, Angleton TX

Rainfall intensity calculations for Brazoria County

I = intensity (in/hr)  
b = coefficient  
t = time of concentration  
d = coefficient  
e = coefficient

subscript  
i = 1 = 2 year storm  
i = 2 = 5 year storm  
i = 3 = 10 year storm  
i = 4 = 25 year storm  
i = 5 = 50 year storm  
i = 6 = 100 year storm

i = 1..6

b <sub>i</sub> :=	I <sub>6</sub> :=	d <sub>i</sub> :=
75.5	0.807	14.7
82.8	0.775	16.9
88.1	0.756	18.4
100.8	0.753	19.1
107.3	0.742	19.8
120.2	0.741	21.3

T<sub>eq</sub> := 37.33 ENTER PREDEVELOPMENT TIME OF CONCENTRATION

I<sub>i</sub> :=  $\frac{b_i}{(d_i + T_0)^{e_i}}$  I<sub>6</sub> = 5.885 Predevelopment Intensity of interest

C<sub>eq</sub> := 0.3 ENTER PREDEVELOPMENT C VALUE

A<sub>eq</sub> := 5.58 ENTER AREA

3

C<sub>f</sub> := 1.00

Q := C<sub>f</sub> I<sub>6</sub> A  
Q = 9.851

V<sub>eq</sub> := (C<sub>f</sub>) A 43560 1.08  
V = 7.875 x 10<sup>4</sup>

DEVELOPMENT OF RUNOFF HYDROGRAPH  
MALCOM'S METHOD AS DESCRIBED IN THE  
BRAZORIA COUNTY DRAINAGE CRITERIA  
MANUAL

T :=  $\frac{V}{1.39 Q}$  T = 5,751 x 10<sup>3</sup>

t := 0, 1000..84000

f(t) :=  $\left(\frac{Q}{2}\right) \left(1 - \cos\left(\frac{t\pi}{T}\right)\right)$

g(t) := 4.34 Q exp  $\left[-1.30 \left(\frac{t}{T}\right)\right]$

q(t) := if (t ≤ 1.25 T, f(t), g(t))

Must Insert correct subscript for I to obtain the relevant Q

For these calculations, total volume storage is assumed to equal (C<sub>f</sub>) A with A converted to square feet multiplied by 13" (1.08')

T = Time to peak, presented as a function of volume and peak flow and therefore indirectly related to time of concentration

f(t) describes rising limb of hydrograph

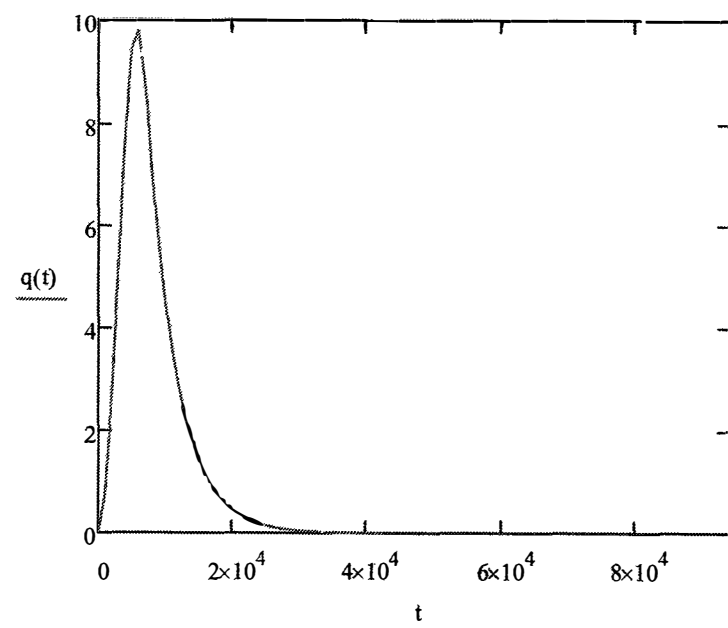
g(t) describes descending limb of hydrograph

4

Volume<sub>pre</sub> :=  $\int_0^{86400} q(t) dt$

Volume<sub>pre</sub> = 7.903 x 10<sup>4</sup>

Predevelopment hydrograph



T<sub>eq</sub> := 30.7

ENTER POST DEVELOPMENT TIME OF CONCENTRATION

I<sub>i</sub> :=  $\frac{b_i}{(d_i + T_0)^{e_i}}$

I<sub>6</sub> = 6.432 Post development I of interest

C<sub>eq</sub> := 0.56 ENTER POST DEVELOPMENT C FACTOR  
REVISE C AND AREA IF NECESSARY

C<sub>eq</sub> := 1.25

Q<sub>eq</sub> := C<sub>f</sub> I<sub>6</sub> A C<sub>f</sub>

Q = 25.123

V<sub>eq</sub> := (C<sub>f</sub>) A 43560 1.08

5

V = 1.47 x 10<sup>5</sup>  
T :=  $\frac{V}{1.39 Q}$  T = 4.21 x 10<sup>3</sup>

t := 0, 1000..25000

f(t) :=  $\left(\frac{Q}{2}\right) \left(1 - \cos\left(\frac{t\pi}{T}\right)\right)$

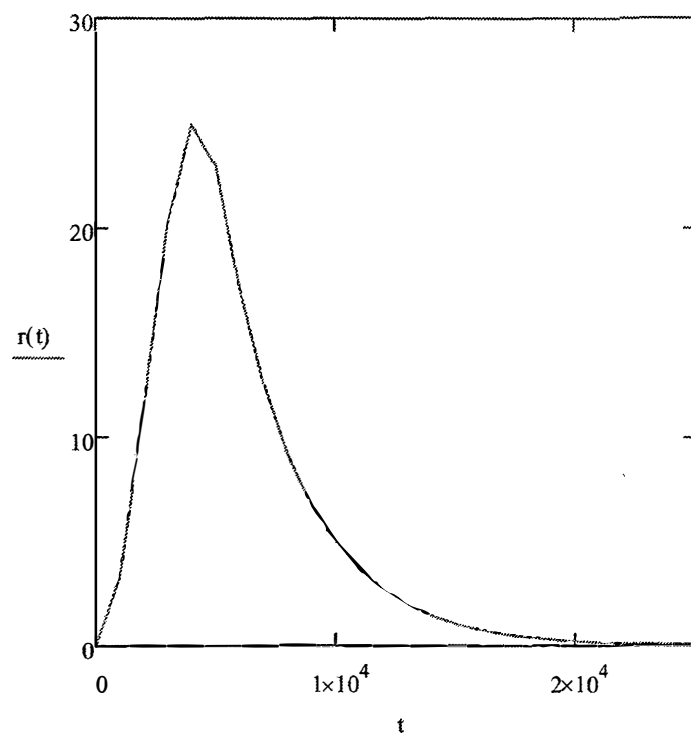
g(t) := 4.34 Q exp  $\left[-1.30 \left(\frac{t}{T}\right)\right]$

r(t) := if (t ≤ 1.25 T, f(t), g(t))

Volume<sub>post</sub> :=  $\int_0^{86400} r(t) dt$

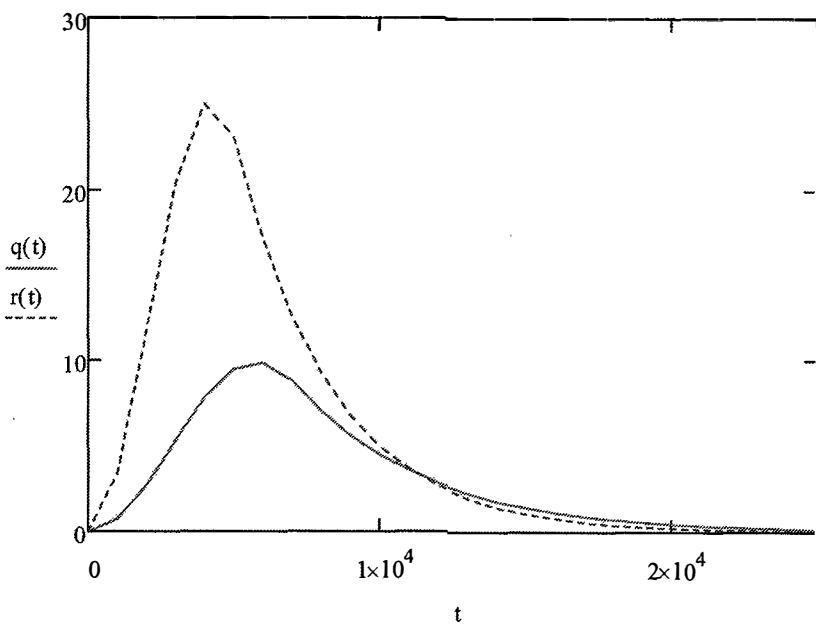
Volume<sub>post</sub> = 1.475 x 10<sup>5</sup>

Post development hydrograph



6

Combined pre and post development hydrographs



r<sub>eq</sub>(t) := ((r(t) - q(t))) - 1

v(t) := if (f(t) > 0, f(t), 0)

THE REQUIRED STORAGE COMPUTED AS THAT PART OF THE POST DEVELOPMENT HYDROGRAPH THAT FALLS ABOVE THE PREDEVELOPMENT HYDROGRAPH

ACRE -FEET

$\int_0^{86400} v(t) dt$   
43560 = 1.663

RESTRICTOR CALCULATIONS  
HEAD= 25.9 - 20.1 = 5.8 FT

13552 - BATTERY PARK IN ANGLETON TX  
RESTRICTIVE OUTLET AND OVERFLOW LINE WITH MAX. FLOW RATE OF 9.851 CFS AND 5.8' HEAD

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1													
2	H"	Q"	ENTR.	n	L	D		EQ <sub>L</sub>	EQ <sub>T</sub>	EQ <sub>S</sub>	EQ <sub>4</sub>	EQ <sub>5</sub>	EQ <sub>6</sub>
3			LOSS					2.5204(1+D4)	466.18"E4^2"F4	B4/(CA/10)^2	I4/G4^4	J4/G4^5.333	L4/(L4+M4)
4	5.8	4.0	0.5	0.013	24	0.666		3.7806	1.8908	35.7381	19.2160	16.5220	0.0000
5	5.8	10.1	0.5	0.013	24	1		3.7806	1.8908	5.6714	3.7806	1.8908	0.0000
6	5.8	16.5	0.5	0.013	24	1.25		3.7806	1.8908	2.1237	1.5485	0.5752	0.0000
7	5.8	24.5	0.5	0.013	24	1.5		3.7806	1.8908	0.9643	0.7468	0.2175	0.0000

ORIFICE EQUATION

Q = Cd \* A \* (2 \* G \* H)^0.5

Where:

Cd = 0.8

G = 32.2

H = 5.8

Q = 9.851

A = 0.64

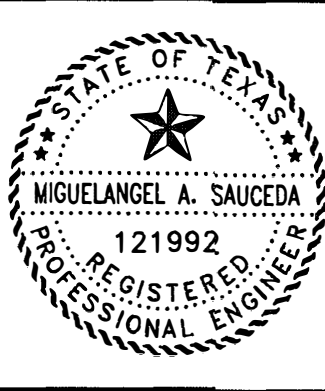
USE 10" Dia. = 0.55 SF FOR RESTRICTOR

USE 10" RESTRICTOR

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS  
DRAWN MS  
CHECKED  
DATE

**B & L**  
BAKER & LAWSON, INC.  
ENGINEERS • PLANNERS • SURVEYORS  
300 E. CEDAR ST. ANGLETON, TEXAS 77515  
PHONE: (979) 849-6681 FAX: (979) 849-4689  
REG. NO. F-825



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992  
Date: 12/2/15

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN:  
PROFILE:  
HORIZONTAL:  
VERTICAL:

**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515

HYDROLOGIC CALCULATIONS

PROJECT NO. 13552

C.5



DESIGNED \_\_\_\_\_ MS \_\_\_\_\_  
DRAWN \_\_\_\_\_ MS \_\_\_\_\_  
CHECKED \_\_\_\_\_  
DATE \_\_\_\_\_

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
**1237 9TH AVENUE**  
**SAN FRANCISCO, CA 94122**

PLAN: \_\_\_\_\_ 1" = 30'

PROFILE: \_\_\_\_\_

HORIZONTAL: \_\_\_\_\_

VERTICAL: \_\_\_\_\_

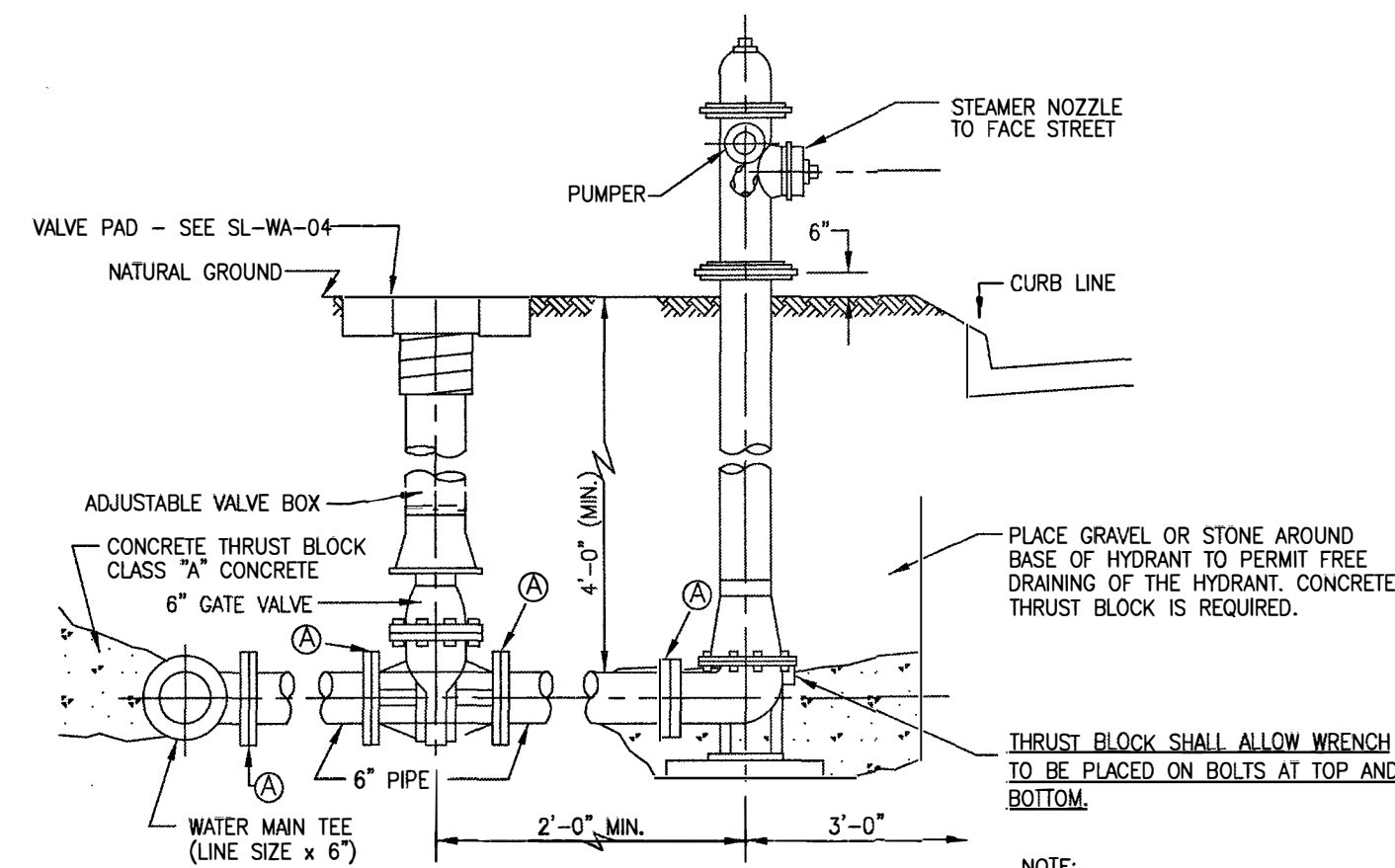
GAMBIT ENERGY STORAGE  
ANGLETON, TX 77515

## SITE WATERLINE LAYOUT

PROJECT NO. 13552

C.6





**FLUSHING VALVE COLOR CODE**

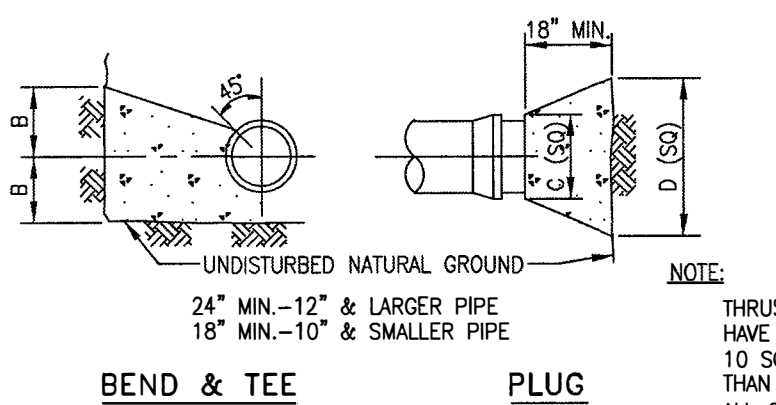
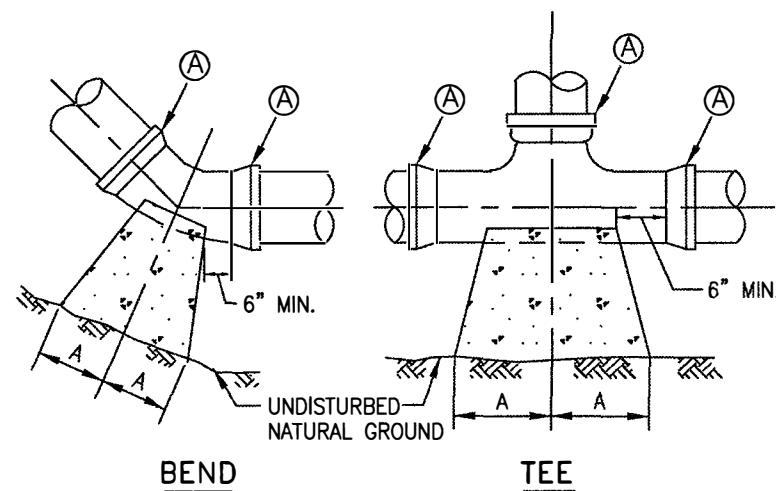
MAIN LINE DIAMETER	BONNET, PUMPER CAP AND STEAMER CAP
6 INCHES (AND LESS)	YELLOW
8 INCHES	WHITE
12 TO 16 INCHES	GREEN
GREATER THAN 16 INCHES	ORANGE

ALL FLUSHING VALVES TO BE SAND BLASTED AND PAINTED AS PER CITY OF ANGLETON DESIGN STANDARDS.

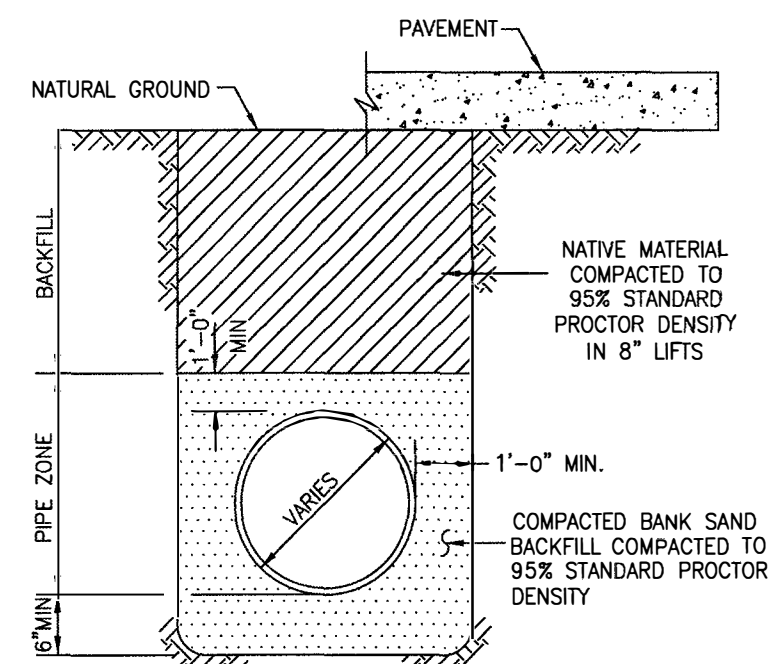
NOTE: ALL FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 W/ STORZ INTEGRAL CONNECTOR STEAMER NOZZLE SIZE 5-1/4" TWO PUMPER 2-1/2" N.S.I.

FIRE HYDRANT BODY TO BE PAINTED GEO-GLEN 301 BRIGHT SILVER ALUMINUM POLYURETHANE ENAMEL, BY GEO-GLEN ENTERPRISES OR APPROVED EQUAL.

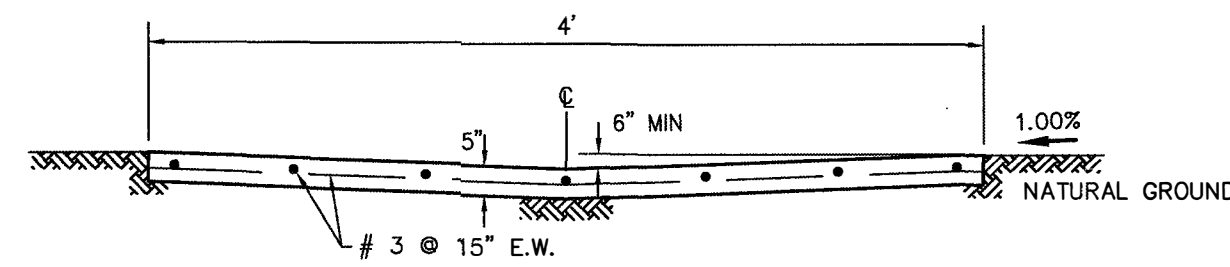
**TYPICAL GATE & FIRE HYDRANT INSTALLATION**  
N.T.S. **SL-WA-01**



**THRUST BLOCK DETAIL**  
N.T.S. **SL-WA-01**

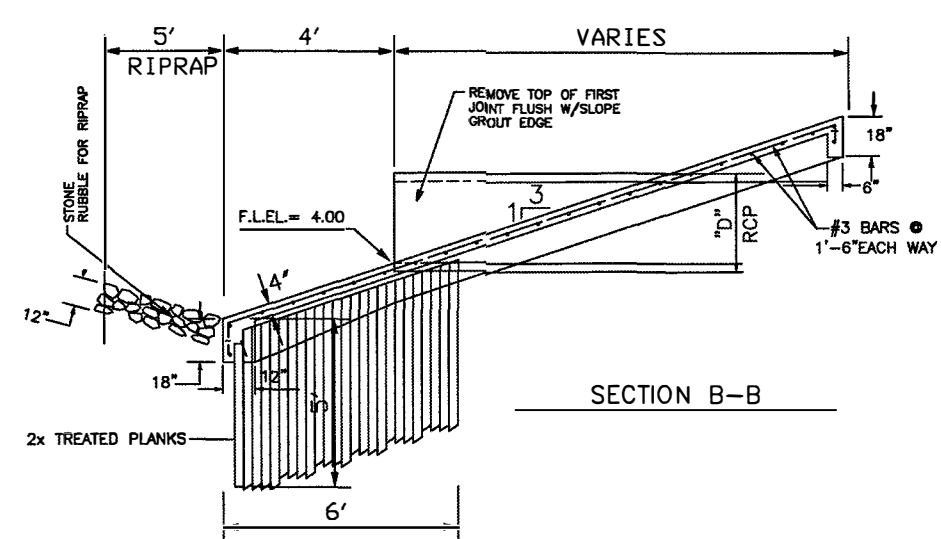


**SANITARY FORCE MAIN & WATER LINE BEDDING AND BACKFILL**

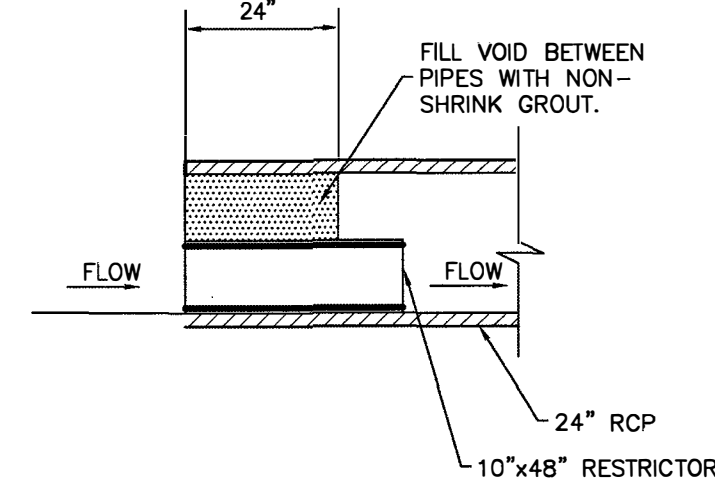


- NOTES:**
- 1" DEPRESSION FOR EACH 1' OF WIDTH.
  - WIDTH TO BE AT LEAST 1' WIDER THAN PIPE ENTERING POND.

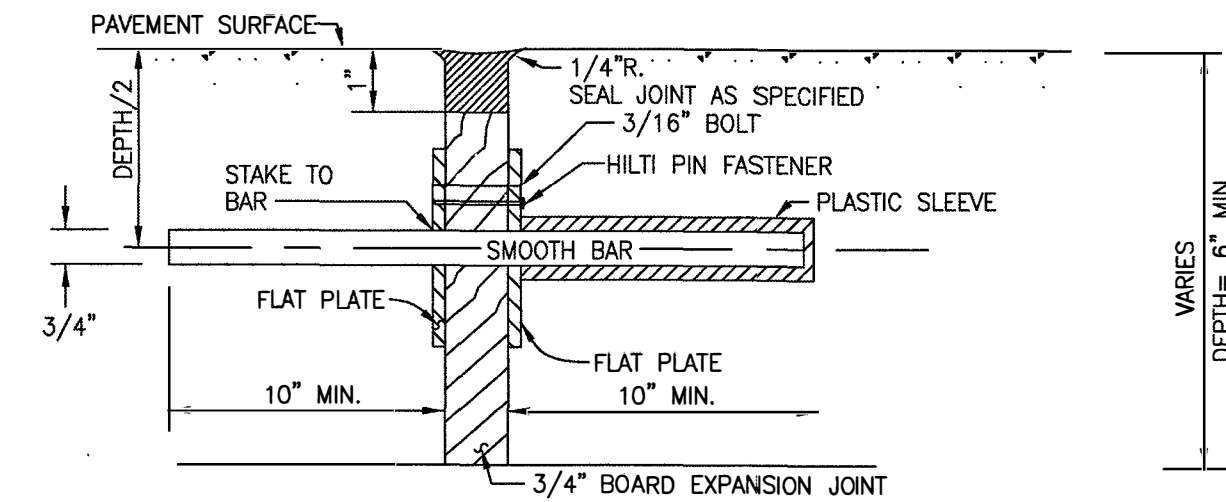
**DETAIL 4' CONCRETE PILOT CHANNEL**  
N.T.S.



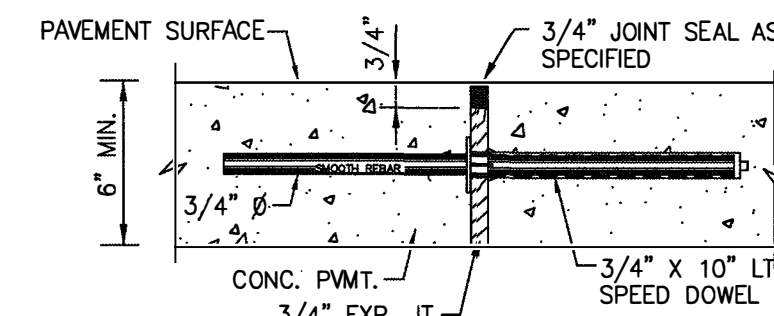
**DETAIL SLOPE PAVING DETAIL**  
SEE SHEET 4 (DETENTION POND) FOR OUTFALL PIPE LOCATIONS.



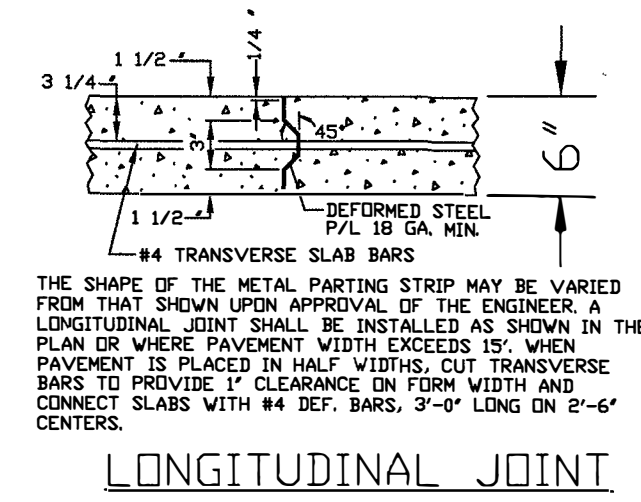
**DETAIL STORM 10" RESTRICTOR**  
N.T.S.



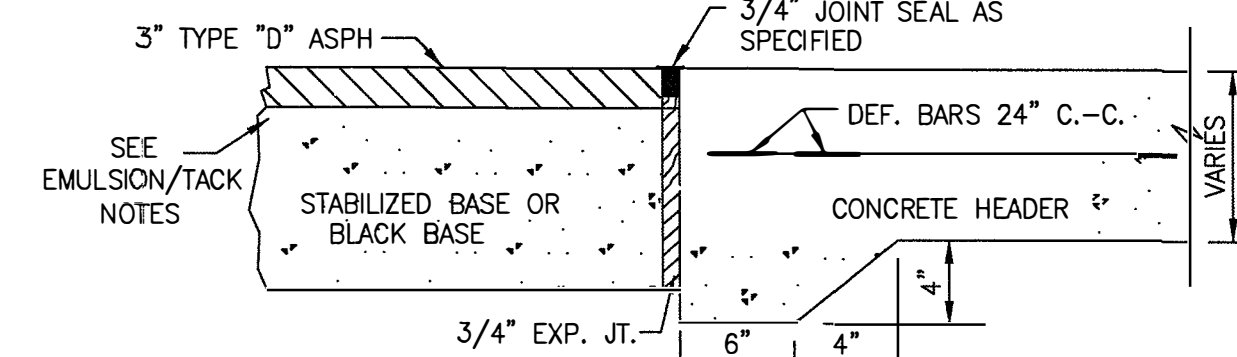
**DOWEL TYPE EXPANSION JOINT**  
N.T.S.



**SPEED DOWEL EXPANSION JOINT**  
N.T.S.



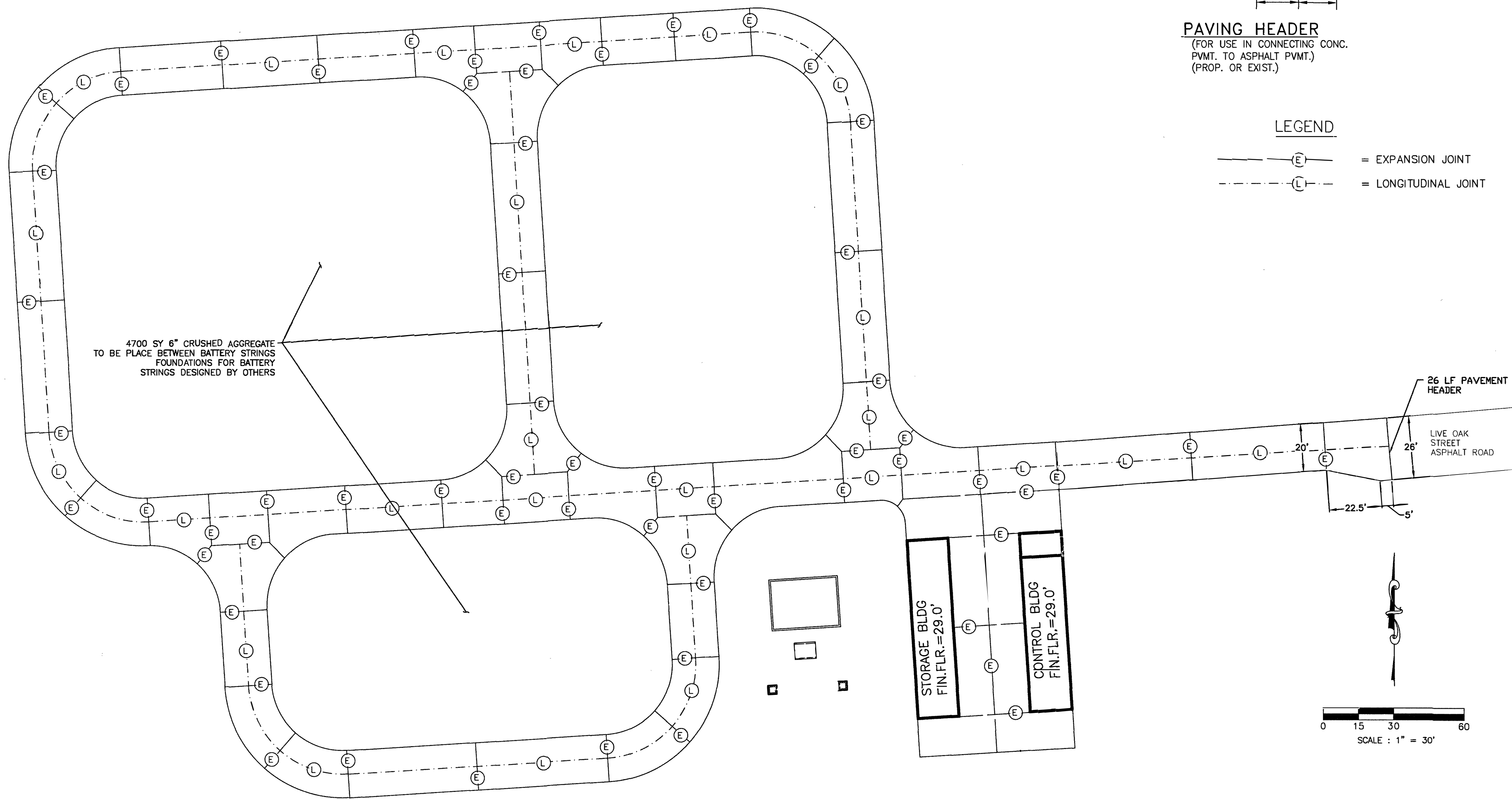
**CONSTRUCTION JOINT SEAL**  
N.T.S.



**PAVING HEADER**  
(FOR USE IN CONNECTING CONC. PWMT. TO ASPHALT PWMT.)  
(PROP. OR EXIST.)

**LEGEND**

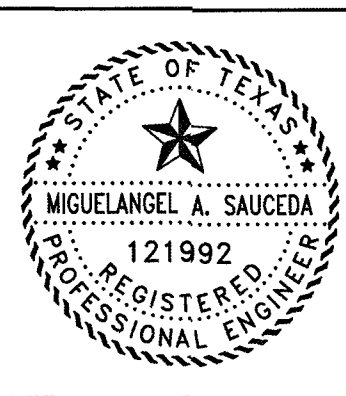
- E — = EXPANSION JOINT
- L — = LONGITUDINAL JOINT



NO.	DATE	DESCRIPTION	APPROVED

DESIGNED	MS
DRAWN	MS
CHECKED	
DATE	

**B & L**  
BAKER & LAWSON, INC.  
ENGINEERS • PLANNERS • SURVEYORS  
300 E. CEDAR ST. ANGLETON, TEXAS 77515  
PHONE: (979) 849-6881 FAX: (979) 849-6889  
REG. NO. F-825



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992  
Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN: 1" = 30'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515

MISCELLANEOUS DETAILS

PROJECT NO. 13552

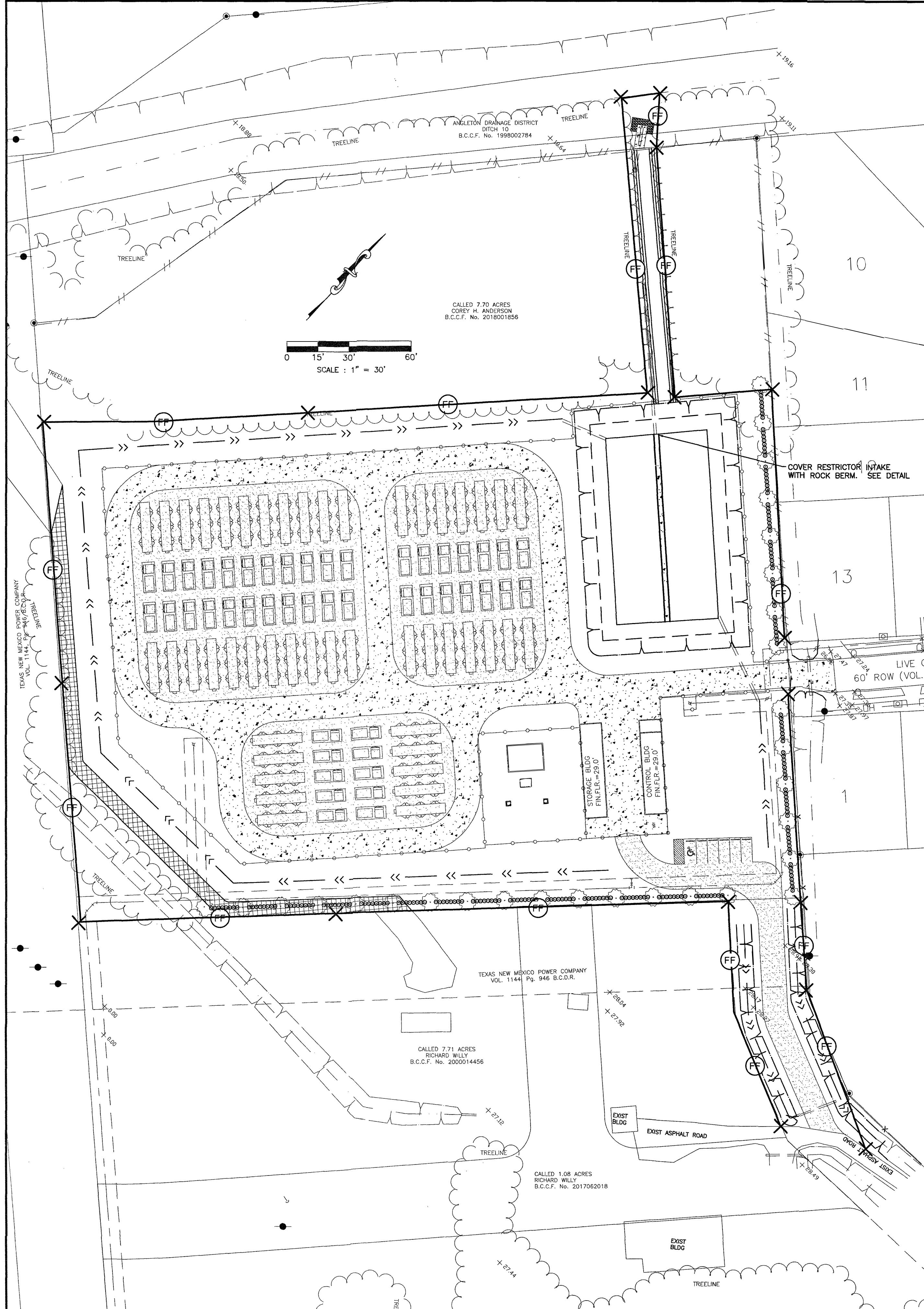
C.7A

152-SHEET SET.DWG

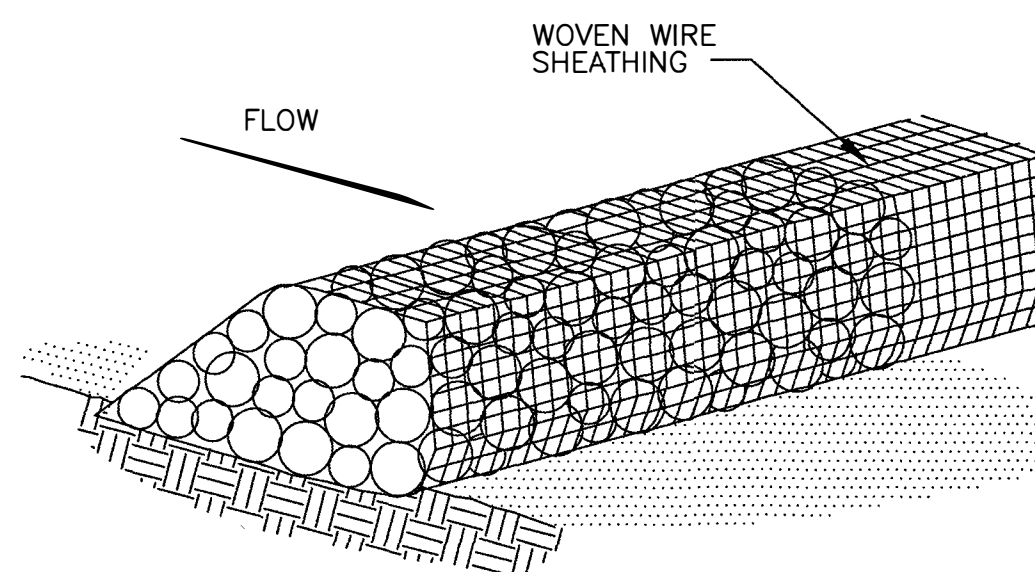




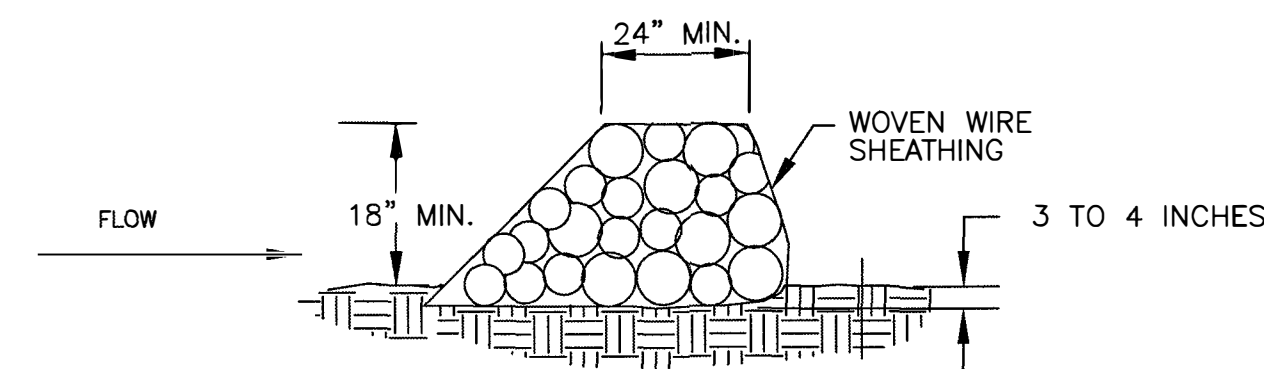




ROCK BERM DETAIL  
N.T.S.



ISOMETRIC PLAN VIEW



CROSS SECTION  
N.T.S.

#### ROCK BERM GENERAL NOTES

1. USE ONLY OPEN GRADED ROCK 4-8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3-5 INCHES IN DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
3. THE ROCK BERM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH 1/2" RAIN EVENT AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
6. ROCK BERM SHOULD BE USED AS CHECK DAMS FOR CONCENTRATED FLOW AND ARE NOT INTENDED FOR USE IN PERIMETER PROTECTION.

#### LEGEND

- IPB SILT FENCE AROUND STRUCTURE UNDER CONSTRUCTION
- FF SILT FENCE ACROSS EXISTING DITCH REINFORCED FILTER BARRIER
- HYDROMULCH SEED

#### PROJECT/SITE INFORMATION

PROJECT NAME: GAMBIT ENERGY STORAGE

PROJECT ADDRESS/LOCATION: MURRAY RANCH RD NEAR SH35

CITY: ANGLETON STATE: TEXAS ZIP CODE: 77515

LATITUDE: 93°10'03" LONGITUDE: 95°26'43" COUNTY: BRAZORIA

NAME OF RECEIVING WATERS: DITCH 10; OYSTER CREEK

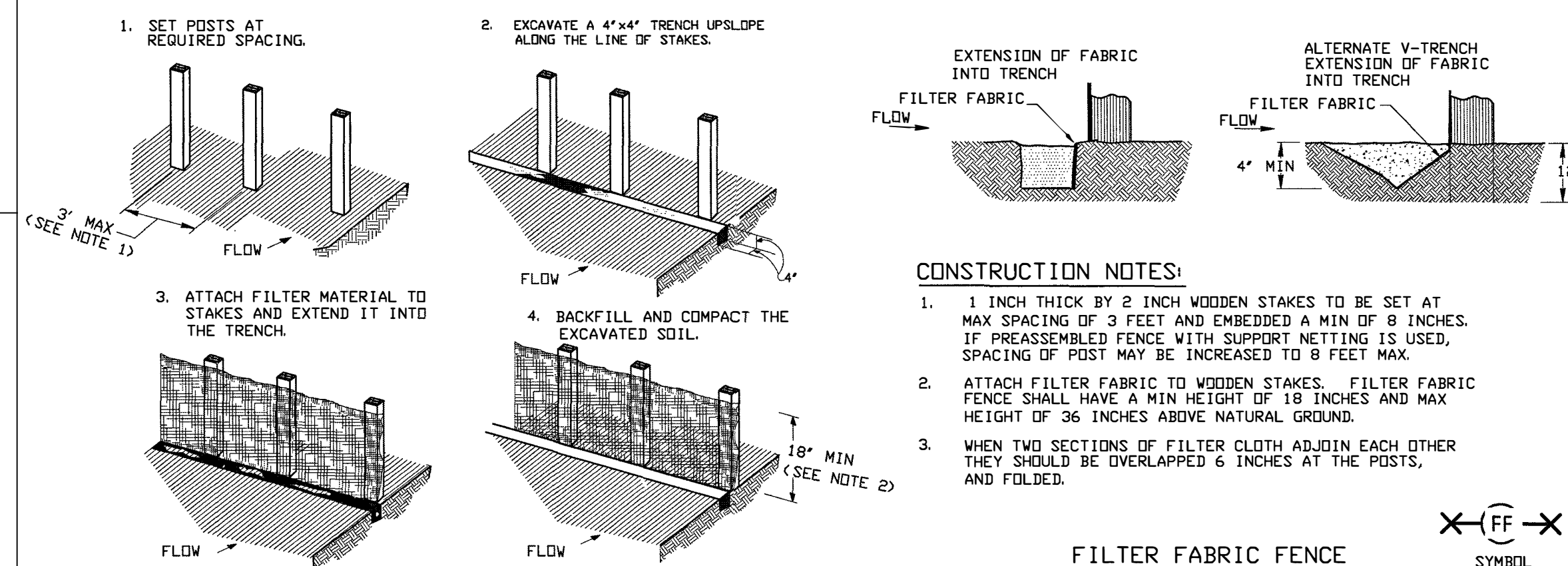
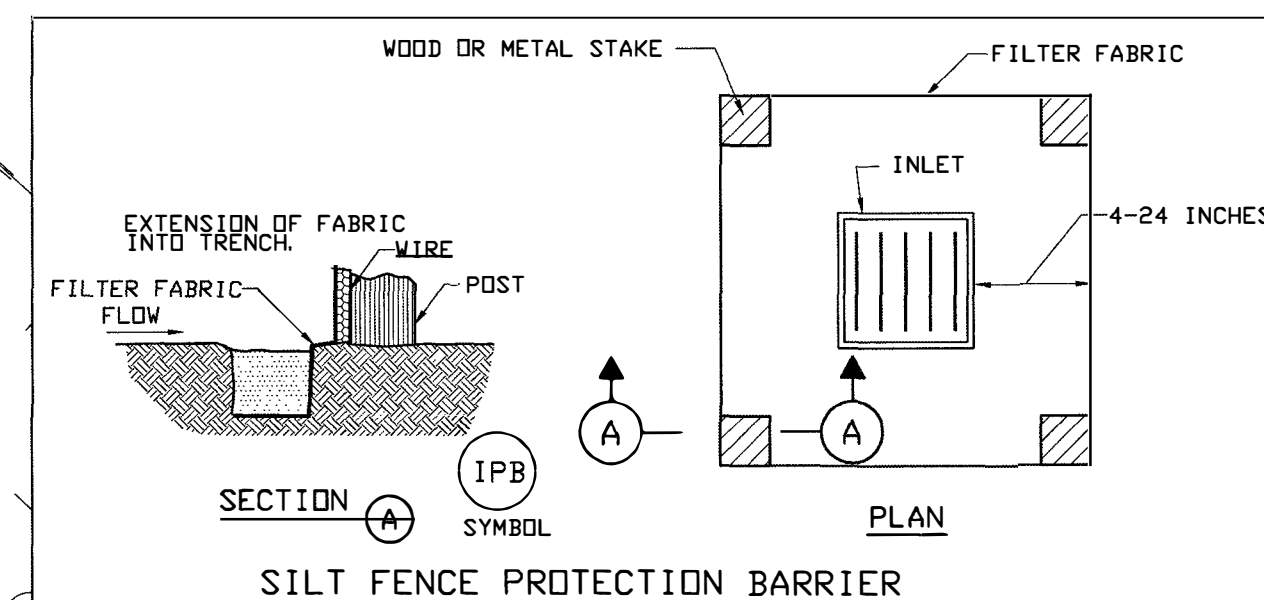
12/01/2019 05/01/2019  
MONTH/DAY/YEAR MONTH/DAY/YEAR  
ESTIMATED CONSTRUCTION START DATE ESTIMATED COMPLETION DATE

ESTIMATE OF AREA TO BE DISTURBED: 7.72 AC. ACRES

ESTIMATE OF LIKELIHOOD OF DISCHARGE:  
☐ UNLIKELY ☐ ONCE PER WEEK ☐ CONTINUAL  
☒ ONCE PER MONTH ☐ ONCE PER DAY

ARE THERE ANY LISTED ENDANGERED OR THREATENED SPECIES, OR DESIGNATED CRITICAL HABITAT IN THE PROJECT AREA?  
☐ YES ☒ NO

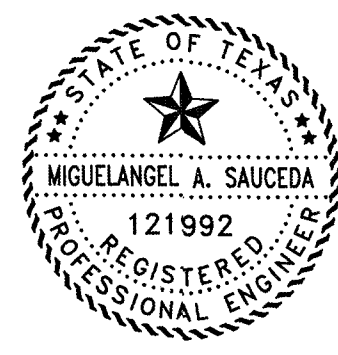
ELIGIBILITY WITH REGARD TO PROTECTION OF ENDANGERED SPECIES HAS BEEN SATISFIED THROUGH THE INDICATED SECTION OF PART 1.8.3.e.(2) OF THE PERMIT.  
(a) ☒ (b) ☐ (c) ☐ (d) ☐



NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS  
DRAWN MS  
CHECKED  
DATE

**B & L**  
BAKER & LAWSON, INC.  
ENGINEERS • PLANNERS • SURVEYORS  
300 E. CEDAR ST. ANGLETON, TEXAS 77515  
PHONE: (979) 849-9881 FAX: (979) 849-4689  
REG. NO. F-825



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992  
Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN: 1" = 50'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515

SWPPP LAYOUT

PROJECT NO. 13552

C.B.A.

154



1. SITE DESCRIPTION

A. NATURE OF THE CONSTRUCTION ACTIVITY:  
THE PROJECT CONSIST OF THE CONSTRUCTION OF A 2.57 AC ENERGY STORAGE FACILITY IN ANGLETON, BRAZORIA COUNTY, TEXAS. THE SITE HAS RESIDENTIAL HOMES TO THE NORTH, SOUTH EAST AND WEST. CONSTRUCTION SHALL CONSIST OF GRAVITY DETENTION, 2-BUILDINGS, BATTERY STRINGS, WATER UTILITY.

B. INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:  
THE WORK AREA WILL BE CLEARED OF ALL VEGETATIVE MATTER. BACKFILL AND SUBGRADE WILL BE PREPARED FOR BUILDING PADS AND PAVEMENT AREAS USING FILL FROM THE PROPOSED DETENTION POND. STORM WATER FROM THE SITE WILL BE DIRECTED TO PROPOSED DETENTION POND. TRUCKS WILL BE USED TO HALL WASTE FROM CONSTRUCTION, DELIVER BASE AND CONSTRUCTION MATERIALS TO THE SITE. THE TRUCKS WILL BE RDUTED ALONG MURRAY RANCH ROAD FOR INGRESS AND EGRESS. RUTTING ON THE SITE DURING WET WEATHER WILL PROVIDE POTENTIAL FOR TRACKING MUD ALONG STREET. DIRT AND MUD TRACKED ON MURRAY RAND ROAD WILL BE CLEANED DAILY. WITH THE LIMITED WIDTH OF MURRAY RANCH ROAD, FLAGGERS WILL NEED TO BE STATIONED AT SH35 AND THE SITE ENTRANCE TO CONTROL INGRESS AND EGRESS.

C. TOTAL PROJECT AREA: 7.70 ACRE

D. TOTAL AREA TO BE DISTURBED: 7.70  
  
WEIGHTED RUNOFF COEFFICIENT (BEFORE CONSTRUCTION): 0.30 (AFTER CONSTRUCTION): 0.51

E. REFER TO GENERAL LOCATION MAP AND SITE MAP FOR DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES; AREAS OF SOIL DISTURBANCE; AREAS WHICH WILL NOT BE DISTURBED; LOCTIONS OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS; LOCATIONS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR; LOCATION OF OFF-SITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS; SURFACE WATERS (INCLUDING WETLANDS); AND LOCATIONS WHERE STORM WATER DISCHARGES TO A SURFACE WATER.

F. LOCATION AND DESCRIPTION OF ANY DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION:

G. NAME OF RECEIVING WATERS:  
DRAINAGE WILL BE COLLECTED TO THE DETENTION POND. THE POND OUTFALLS TO DITCH 10 VIA RESTRICTOR. DITCH 10 OUTFALLS INTO OYSTER CREEK, WHICH ULTIMATELY OUTFALLS INTO THE GULF OF MEXICO.

AREAL EXTENT AND DESCRIPTION OF WETLAND OR SPECIAL AQUATIC SITE AT OR NEAR THE SITE WHICH WILL BE DISTURBED OR WHICH WILL RECEIVE DISCHARGES FROM DISTURBED AREAS OFTHE PROJECT.  
  
NONE

H. REFER TO FEDERAL REGISTER, VOLUME 63, NO.128, MONDAY JULY 6, 1998, PAGES 36497 TO 36515 FOR REQUIREMENTS OF NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES IN REGION 6.

I. LISTED ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN PROXIMITY TO THE CONSTRUCTION ACTIVITY:  
  
NONE

J. PROPERTY LISTED OR ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES:  
  
NONE

2. CONTROLS

NARRATIVE – SEQUENCE OF CONSTRUCTION ACTIVITIES AND APPROPRIATE CONTROL MEASURES DURING CONSTRUCTION  
  
THE ORDER OF CONSTRUCTION WILL BEGIN WITH STRIPING OF ALL VEGETATION FROM THE WORK AREA.  
  
1. CONSTRUCT SILT FENCE ALONG THE PERIMETER OF THE WORK AREA AND ACROSS THE DITCHES TO THE WEST AND NORTH PERMETER OF THE PROPERTY.  
  
2. AFTER STRIPPING IS COMPLETED, FOUNDATIONS FOR THE BUILDING CAN THEN BE PLACED CONSTRUCTION OF THE STRUCTURE WILL FOLLOW AFTER FOUNDATION PLACEMENT.  
  
3. EXCAVATION OF SUBGRADE AND LIME STABILIZATION WILL TAKE PLACE AFTER UNDERGROUND UTILITIES ARE INSTALLED AND BEFORE PLACEMENT OF CONCRETE DRIVES.  
  
4. AFTER WORK IS COMPLETE, SEEDING AND FERTILIZER WILL BE PLACED ON ALL DISTURBED AREAS.  
  
5. ALL SEEDED AREAS ARE TO IRRIGATED TO ENSURE GROWTH. IRRIGATION SHALL BE CONTINUED UNTIL GROWTH IS ESTABLISHED.

A. EROSION AND SEDIMENT CONTROLS: EROSION AND SEDIMENT CONTROLS SHALL RETAIN SEDIMENT ON SITE TO THE EXTENT PRACTICABLE. CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER’S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. OFFSITE SEDIMENT ACCUMULATIONS MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS WHEN CAPACITY HAS BEEN REDUCED BY 50%. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WALL SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.

SOIL STABILIZATION PRACTICES:	OWNER/ DEVELOPER	GENERAL CNTRTR.	BUILDER	OTHER
TEMPORARY SEEDING				
PERMANENT PLANTING, SODDING, OR SEEDING		X		
MULCHING— WHERE INDICATED				
SOIL RETENTION BLANKET				
VEGETATIVE BUFFER STRIPS				
PRESERVATION OF NATURAL RESOURCES				
OTHER:				

THE FOLLOWING RECORDS SHALL BE MAINTAINED AND ATTACHED TO THIS SWPPP:  
DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, DATES WHEN STABILIZATION MEASURES ARE INITIATED.

STRUCTURAL PRACTICES:	OWNER/ DEVELOPER	GENERAL CNTRTR	BUILDER	OTHER
SILT FENCES		X		
HAY BALES				
ROCK BERMS				
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES				
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES				
DIVERSION DIKE AND SWALE COMBINATIONS				
PIPE SLOPE DRAINS				
ROCK BEDDING AT CONSTRUCTION EXIT				
TIMBER MATTING AT CONSTRUCTION EXIT				
SEDIMENT TRAPS				
SEDIMENT BASINS				
STORM INLET PROTECTION				
STONE OUTLET STRUCTURES				
OTHER:				

B. STORM WATER MANAGEMENT MEASURES INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION:  
DRAINAGE SWALES AND POND

C. OTHER CONTROLS

NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A PERMIT ISSUED UNDER SECTION 404 OF THE CLEAN WATER ACT.

WASTE MATERIALS: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL CONTAINER. THE CONTAINER SHALL MEET ALL STATE AND CITY SOLID WASTE MANAGEMENT REGULATIONS. THE CONTAINER SHALL BE EMPTIED AS NECESSARY AND THE TRASH HAULED TO AN APPROPRIATE DUMP SITE. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING)AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINT, CLEANING SOLVENTS, ASPHALT PRODUCTS, PETROLEUM PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHOULD BE CONTACTED IMMEDIATELY.

SANITARY WASTE: PORTABLE SANITARY FACILITIES WILL BE PROVIDED BY THE CONTRACTOR. ALL SANITARY WASTES WILL BE COLLECTED FROM PORTABLE UNITS AND SERVICED BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

OFFSITE VEHICLE TRACKING SHALL BE MINIMIZED BY:  
☐ HAUL ROADS DAMPENED FOR DUST CONTROL LOADED  
☒ HAUL TRUCKS TO BE COVERED WITH TARPAULIN  
☒ EXCESS DIRT ON ROAD REMOVED DAILY STABILIZED  
☐ CONSTRUCTION ENTRANCE

OTHER: TRUCKS HAULING VEGETATION AND DEBRIS WILL BE MONITORED AND SHALL BE COVERED WITH TARPAULINS IF REQUIRED TO PREVENT DUST OR OTHER PARTICLES FROM BLOWING OR FALLING FROM TRUCK.

REMARKS: ALL OPERATIONS WILL BE CONDUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNTS OF SEDIMENT THAT MAY ENTER THE RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.

3. MAINTENANCE

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF A REPAIR IS NECESSARY IT SHALL BE DONE AT THE EARLIEST TIME POSSIBLE, BUT NO LATER THAN SEVEN CALENDAR DAYS AFTER THE GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO DRAINAGE WAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTING STORM SEWER INLETS. MAINTENANCE SHALL BE PERFORMED BEFORE THE NEXT ANTICIPATED STORM EVENT OR AS SOON AS PRACTICABLE.

4. INSPECTION

AN INSPECTION WILL BE PERFORMED BY THE PERMITEE EVERY FOURTEEN DAYS AS WELL AS AFTER EVERY ONE-HALF INCH OR GREATER RAINFALL EVENT. AN INSPECTION AND RAINFALL REPORT WILL BE MADE AFTER EACH INSPECTION. ANY DEFICIENCIES WILL BE NOTED AND APPROPRIATE CHANGES SHALL BE MADE TO THE SYSTEM TO COMPLY WITH REQUIREMENTS.

5. NON-STORMWATER DISCHARGES

☐ FIRE HYDRANT FLUSHING  
☒ BUILDING WASHDOWN WITHOUT DETERGENTS  
☒ PAVEMENT WASHDOWN WITHOUT DETERGENTS  
☒ CONDENSATE  
☐ UNCONTAMINATED GROUNDWATER  
☐ UNCONTAMINATED FOUNDATION DRAINS



## PARKING REQUIREMENTS:

OFF-STREET PARKING: GENERAL USE  
1 SPACE PER 250 SF FLOOR AREA

FLOOR AREA= 1275 SF

REQUIRED=  $1275 / 250 = 5.1 = 6$  SPACES  
PROVIDED= 6 SPACES

## FRONTAGE TREE REQUIREMENT:

TOTAL FRONTAGE LENGTH= 1192 FT  
EXIST TREE FRONTAGE= 348 FT

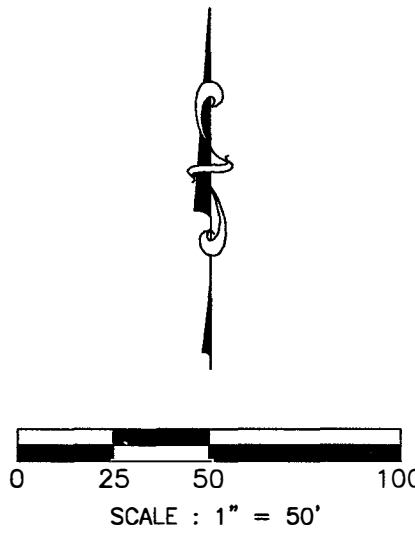
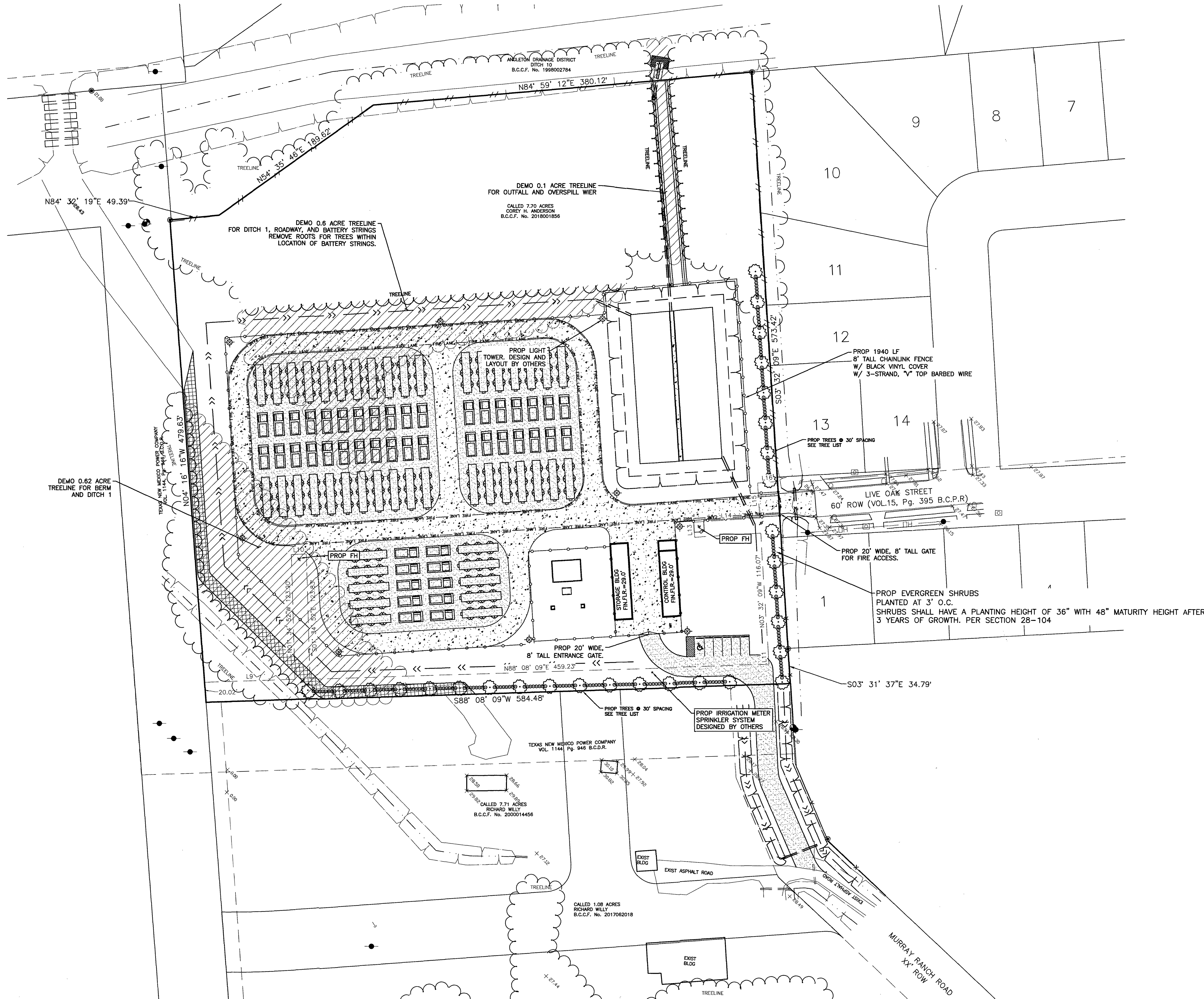
PROPOSED TREE FRONTAGE LENGTH=  $1192 - 348 = 843$  FT  
1 TREE REQUIRED PER 30 FT  
REQUIRED:  $843 / 30 = 28$  TREES  
PROVIDED: 27 TREES

PROP TREES SHALL BE 3" CALIPER, 7' TALL FROM TREE LIST  
(15' CANOPY AT MATURITY)

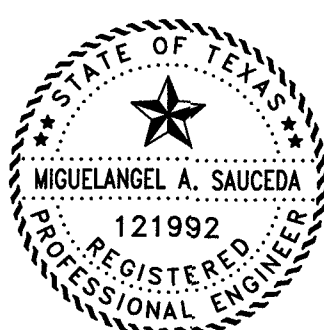
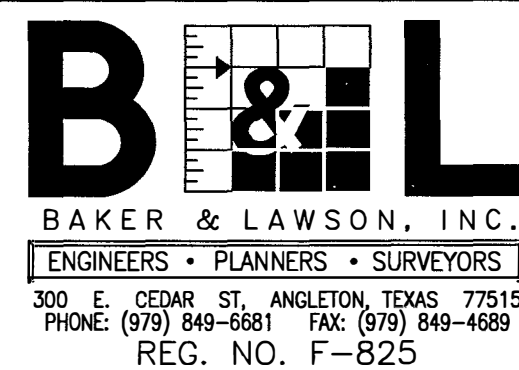
## TREE LIST

## COMMON NAME

GREEN ASH  
BASSWOOD  
EASTERN COTTONWOOD  
AMERICAN ELM  
BLACK HICKORY  
SOUTHERN MAGNOLIA  
RED MAPLE  
BUR OAK  
CALIFORNIA FAN PALM  
LOBLOLLY PINE  
SWEETGUM



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			



The seal appearing on  
this document was  
authorized by  
Miguel Saucedo  
P.E. 121992

Date: 12/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN: 1" = 50'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

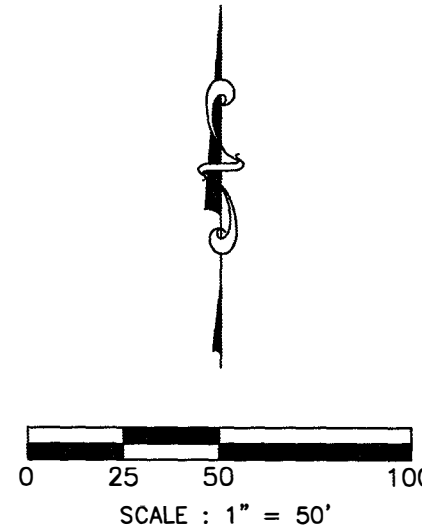
**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515

SITE AND LANDSCAPE PLAN

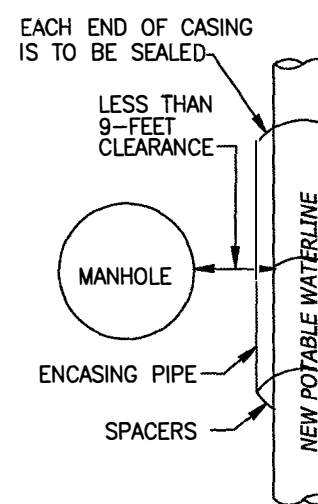
PROJECT NO. 13552

C.9





DETAIL OF WATER LINE  
CROSSING WASTEWATER FACILITIES  
WHERE SEPARATION IS LESS THAN  
9' (NINE FEET)



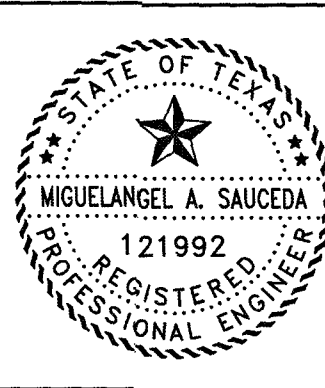
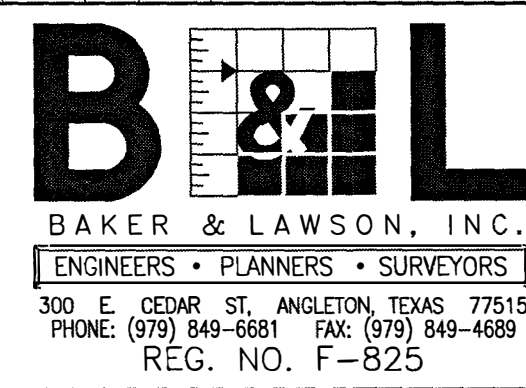
ENCASING PIPE

- 150 PSI PRESSURE CLASS PIPE
- MINIMUM 18 FEET LONG
- DIAMETER = 2 X WATERLINE DIAMETER
- SPACE AROUND CARRIER PIPE SHALL BE SUPPORTED AT FIVE (5) FOOT (OR LESS INTERVALS WITH SPACERS) CENTERED ON CROSSING
- BOTH ENDS SEALED WITH CEMENT GROUT OR A MANUFACTURED WATER TIGHT SEAL.

MANHOLE CLEARANCE

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED	MS
DRAWN	MS
CHECKED	
DATE	



The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992 Date: 1/2/19

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
1237 9TH AVENUE  
SAN FRANCISCO, CA 94122

PLAN: 1" = 50'  
PROFILE:  
HORIZONTAL:  
VERTICAL:

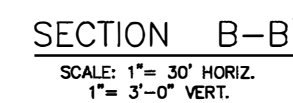
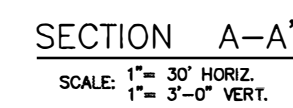
**GAMBIT ENERGY STORAGE**  
ANGLETON, TX 77515

OFF-SITE WATERLINE  
LAYOUT

PROJECT NO. 13552

C.11



 FILL FOR BERM

DESIGNED \_\_\_\_\_ MS \_\_\_\_\_  
DRAWN \_\_\_\_\_ MS \_\_\_\_\_  
CHECKED \_\_\_\_\_  
DATE \_\_\_\_\_

A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "REGISTERED PROFESSIONAL ENGINEER" at the bottom, separated by stars. In the center, there is a five-pointed star above the name "MIGUEL ANGEL A. SAUCEDO" and the number "121992".

OWNER:  
**GAMBIT ENERGY STORAGE, LLC**  
**1237 9TH AVENUE**  
**SAN FRANCISCO, CA 94122**

GAMBIT ENERGY STORAGE  
ANGLETON, TX 77515

## POND CROSS-SECTIONS

PROJECT NO. 13552

C.10



## Title Report



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

# stewart title

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.


This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.


Countersigned by:

  
Authorized Countersignature



  
Matt Morris  
President and CEO

STEWART TITLE GUARANTY  
COMPANY  
– DIRECT OPERATIONS  
1980 Post Oak Blvd, 6th Floor  
Houston, Texas 77056  
Agent ID: 43A078

  
Denise Carraux  
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



## STEWART TITLE GUARANTY COMPANY

## IMPORTANT INFORMATION

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007

## AVISO IMPORTANTE

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007



**STEWART TITLE GUARANTY COMPANY**  
**TEXAS TITLE INSURANCE INFORMATION**

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
--	---

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No. 19000330853	Effective Date: May 14, 2019 at 8:00 AM
Closer: Louis Canaras	Issued May 29, 2019 at 4:39 PM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: T.B.D.  
PROPOSED INSURED: Plus Energy Storage
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (f) OTHER -  
Policy Amount: \$  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple (As to Tract 1) and Easement (As to Tract 2)

3. Record title to the land on the Effective Date appears to be vested in:

COREY H. ANDERSON

4. Legal description of the land:

TRACT 1: FEE

FIELD NOTES OF A 7.70 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3) AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED REPLAT OF SAID SUBDIVISION THEREOF IN VOLUME 20, PAGES 319- 320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 7.70 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



## EXHIBIT 1

Item 5.

COMMENCING at a concrete monument found in the North right-of-way line of State Highway 35 marking the Southeast corner of Shady Acres Addition to the City of Angleton, according to the recorded plat thereof in Volume 7, Pages 95-% of the Plat Records of Brazoria County, Texas;

THENCE; North 2°59'47" West 387.16 feet, along the East line of Shady Acres Addition, to a concrete monument found for an angle point in said East line;

THENCE; North 30°19' 06" West 552.64 feet, along said East line, to a concrete monument found marking the Northeast corner of said Shady Acres Addition;

THENCE; South 86°10'08" West (Reference Bearing) 765.29 feet, along the North line of said Shady Acres Addition, to a 1/2" iron rod found for corner;

THENCE; North 4°16'16" West 423.30 feet, along the West line of said 15.41 acre tract, to a 1/2" iron rod set for the Place of Beginning of the herein described tract;

THENCE; North 4°16'16" West 479.62 feet, along the West line of said 15.41 acre tract, to a 1/2" iron rod found for corner in the South line of Angleton Drainage District Ditch No. 10 as described in a deed recorded in Clerk's File No. 98-002784 of the Official Records of Brazoria County, Texas; said rod marking the Northwest corner of said 15.41 acre tract;

THENCE; North 84°32'19" East 49.39 feet, along the South line of said Ditch No. 10, to a 1/2" iron rod found for angle point;

THENCE; North 54°35' 46" East 189.62 feet, along said South line of Ditch No. 10, to a 1/2" iron rod found for angle point;

THENCE; North 84°59'12" East 380.12 feet, along said South line Ditch No. 10, to a 1/2" iron rod found marking the Northwest corner of Washington Terrace Subdivision, Section 11, according to the recorded plat thereof in Volume 15, Page 395 of the Plat Records of Brazoria County, Texas;

THENCE; South 3°32'09" East 573.42 feet, along the West line of Washington Terrace Subdivision, Section II, to a 1/2" iron rod found for corner at the Southwest corner of said Washington Terrace Subdivision, Section II;

THENCE; South 3°31' 37" East 34.79 feet, along the West line of a called 13.203 acre tract, as described in a deed recorded in Volume 1467, Page 234 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 88°08' 09" West 584.48 feet to the Place of Beginning;

Said tract therein containing 7.70 Acres of Land.

Tract 2: EASEMENT ESTATE

FIELD NOTES OF A 2.05 ACRE TRACT OUT OF A 7.71 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3) AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. DE. J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED REPLAT OF SAID SUBDIVISION THEREOF IN VOLUME 20, PAGES 319- 320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 2.05 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



## EXHIBIT 1

Item 5.

BEGINNING at a concrete monument found in the North right-of-way line of State Highway 35 marking the Southeast corner of Shady Acres Addition to the City of Angleton, according to the recorded plat thereof in Volume 7, Pages 95-96 of the Plat Records of Brazoria County, Texas;

THENCE; North 2°59' 47" West 387.16 feet, along the East line of Shady Acres Addition, to a concrete monument found for an angle point in said East line;

THENCE; North 30°19'06" West 552.64 feet, along said East line, to a concrete monument found marking the Northeast corner of said Shady Acres Addition;

THENCE; South 86°10' 08" West (Reference Bearing) 12.09 feet, along the North line of said Shady Acres Addition, to a point for corner;

THENCE; North 46°51'10" West 289.22 feet to a point for corner;

THENCE; North 23°01' 54" West 107.83 feet to a point for corner;

THENCE; North 3°31' 37" West 92.01 feet to a point for corner;

THENCE; North 88°08' 09" East 60.03 feet to a 1/2" iron rod set for corner in the West line of a called 13.203 acre tract, as described in a deed recorded in Volume 1467, Page 234 of the Deed Records of Brazoria County, Texas;

THENCE; South 3°31' 37" East 79.95 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found for angle point;

THENCE; South 23°01' 54" East 84.86 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found for angle point in the West line of said called 13.203 acre tract;

THENCE; South 46°51'10" East 331.95 feet, along the West line of said called 13.203 acre tract, to a 1/2" iron rod found marking the Southwest corner of said called 13.203 acre tract; said rod also marking the Northwest corner of a called 20.751 acre tract, as described in a deed recorded in Volume 1090, Page 796 of the Deed Records of Brazoria County, Texas;

THENCE; South 30°32'42" East 540.69 feet, along the West line of said called 20.751 acre tract, to a 1/2" iron rod found for angle point;

THENCE; South 2°09' 35" East, along the West line of said called 20.751 acre tract, at 250.93 feet pass a 1/2" iron rod found at the Westerly Southwest corner of said called 20.751 acre tract, and continue to a total distance of 401.03 feet to a 5/8" iron rod found for corner in the North right-of-way line of State Highway 35;

THENCE; South 87°44'03" West 60.11 feet, along the North right-of-way line of State Highway 35, to the Place of Beginning;

Said tract therein containing 2.05 Acres of Land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.



**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
  - a. Restrictive Covenants as set out in [Volume 20 Page 211 thru 216](#) and [Volume 20 Page 319 Thru 324](#) of the Plat Records of Brazoria County, Texas and under clerks file number [99024350](#) of the Official Public Records of Brazoria County,
  - b. Texas. As to the Restrictions: (All provisions regarding race, color, religion, sex, handicap, familial status or national origin are unenforceable.)
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year \_\_\_\_\_, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert



**EXCEPTIONS FROM COVERAGE**

matters or delete this exception.):

- a. Rights of parties in possession. **(Owner Title Policy only)**
- b. A Community Public Service Company easement as reflected by instrument recorded under [Volume.1144 Page 946](#) (clerks file number [73000119](#) of the Official Public Records) of the Deed Records of Brazoria County, Texas.  
Property Records of Harris County, Texas.
- c. Subject to all easements and building set back lines as shown on the plats as recorded in [Volume 20 Page 211 thru 216](#) and [Volume 20 Page 319 thru 324](#) of the Plat Recorded of Brazoria County, Texas.
- d. Subject to easements and terms, conditions and stipulations as set forth in Private Road easement as recorded under clerks file number [2005058738](#) of the Official Public records of Brazoria County, Texas
- e. A 1/16th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in [Volume 322 Page 172](#) of the Deed Records of Brazoria County, Texas.
- f. A 1/16th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in [Volume 322 Page 173](#) of the Deed Records of Brazoria County, Texas.
- g. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under Clerk's File No. [99055528](#) of the Official Public Records of Brazoria County, Texas.
- h. Utility lines if any as set forth in instrument as recorded under clerks file number [2017062017](#) of the Official Public Records of Brazoria County, Texas.
- i. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
- j. Rights of tenants and assigns, as tenants only, under currently effective lease agreements.
- k. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.



**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. Vendor's Lien retained in Deed dated JANUARY 10, 2018 recorded under Clerk's File No. [2018001856](#) of the Official Public Records of Brazoria County, Texas from LINDA MILLER TRUSTEE OF THE KEITH J. FLIPP FAMILY TRUST DATED 9 SEPTEMBER 2013 to COREY H. ANDERSON securing the payment of one note in the principal amount of \$86,625.00 bearing interest and payable as therein provided to the order of TEXAS GULF BANK N.A. and additionally secured by a Deed of Trust of even date therewith in favor of JAMES F. BROWN, Trustee, recorded under Clerk's File No. [2018001857](#) of the Official Public Records of Brazoria County, Texas. Said Deed of Trust contains provisions for other and future indebtedness to be secured thereunder. Said Deed of Trust also constitutes a security agreement under the Uniform Commercial Code of the State of Texas.  
  
Said Note and Deed of Trust being modified and/or extended by RENEWAL EXTENSION AND MODIFICATION Agreement recorded under Clerk's File No. [2019012915](#) of the Official Public Records of Brazoria County, Texas.
7. Deed of Trust dated February 21, 2019 recorded under Clerk's File No. [2019007865](#) of the Official Public Records of Brazoria County, Texas executed by COREY H., ANDERSON ET AL in favor of GEORGE WARNY, Trustee, securing the payment of all sums as set forth therein and bearing interest and payable as therein provided to the order of GEORGE WARNY. Said Deed of Trust contains provisions for other and future indebtedness to be secured thereunder. Said Deed of Trust also constitutes a security agreement under the Uniform Commercial Code of the State of Texas.
8. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.



**SCHEDULE C**

9. If a boundary deletion is requested, we must be furnished with a new survey or a prior survey showing a plat and containing the correct metes and bounds description of the property to be insured, made by a Licensed Public Surveyor of the State of Texas, acceptable to this Company. When same is submitted, it is to be returned to the Examiner for inspection and approval. If prior survey is acceptable, we will require a survey affidavit stating no improvements have been added.
10. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.
11. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

**NOTE: Title By virtue of Deed recorded under Clerk's File No. [2018001856](#) of the Official Public Records of Brazoria County, Texas.**



Policy Commitment No.: 19000330853

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Guaranty Company - Commercial Services (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: **Stewart Title Guaranty Company - 100%**

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: **Stewart Information Services Corporation - 100%**

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:  
Matthew W. Morris, David C. Hisey, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	General Counsel
Denise Carraux	Secretary & Assistant Treasurer
Ken Anderson, Jr.	Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	
Loan Policy	
Endorsement Charges	\$0.00
Other	
<b>Total</b>	<b>\$0.00</b>

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
or	%	
or	%	
or	%	

\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



**STEWART TITLE GUARANTY COMPANY****DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE



## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056





**Louis Canaras**  
VP, Senior Underwriter,  
Production Manager

Stewart Title Guaranty Company -  
Commercial Services  
1980 Post Oak Blvd., 6th floor  
Houston, TX 77056  
(800) 729-1906 Phone  
(713) 552-1703 Fax  
shill@stewart.com

May 29, 2019

File No.: 19000330853  
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Guaranty Company - Commercial Services

Louis Canaras



*Item 5.*





**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.**

**DEED WITHOUT WARRANTY, SALE, TERMINATION,  
RELEASE AND ABANDONMENT OF EASEMENT**

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

Grantor:       THE CITY OF ANGLETON, TEXAS

Grantor's Mailing Address: 121 S. Velasco, Angleton, Texas 77515

Grantee:       RICHARD WILLY

Grantee's Mailing Address: P. O. Box 1775, Angleton, Texas 77566

Consideration: ONE THOUSAND TWO HUNDRED NINETY SIX DOLLARS AND 75/100 (\$1296.75) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): A part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Grand Oaks Drive, along with a part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Whispering Oaks Drive, said parts of said streets abutting property owned by Grantee and being more particularly described by Exhibit A, attached hereto and incorporated herein by this reference.

Grantor, for the Consideration, does hereby SELL, TERMINATE, RELEASE, ABANDON, and forever discharge all right, title, and interest Grantor has or may have in the Property unto Grantee; TO HAVE AND TO HOLD the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, WITHOUT EXPRESS OR IMPLIED WARRANTY. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.



GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS INSTRUMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.**

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

EXECUTED this 14th day of December, 2017.

CITY OF ANGLETON, TEXAS

Scott L. Albert  
Scott Albert, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

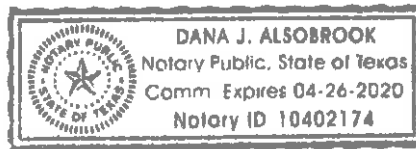
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 14, 2017 by Scott Albert, City Manager of the City of Angleton, Texas.

Dana J. Alsobrook  
Notary Public, State of Texas

AFTER RECORDING MAIL TO:

City of Angleton  
Attn: City Manager  
121 S. Velasco  
Angleton, Texas 77515





**Randy L. Stroud, P.E.**  
*Civil Engineer and Land Surveyor*  
 TBPLS Firm No. 10020500 TBPE Firm No. F572  
 201 South Velasco  
 Angleton, Texas 77515  
 (979)849-3141 Fax # (979)849-9444

Randy L. Stroud, P.E.  
 RPLS #2112

Brian G. Fambrough, P.E.  
 RPLS # 6017

FIELD NOTES OF A 1.08 ACRE TRACT OUT OF A 7.71 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3), AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. de J. VALDERAS SURVEY, ABSTRACT 380 AND THE M. C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE REPLAT OF HERITAGE OAKS SUBDIVISION RECORDED IN VOLUME 20, PAGES 319-320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN COUNTY CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 1.08 ACRE TRACT BEING A PORTION OF GRAND OAKS DRIVE AND A PORTION OF WHISPERING OAKS DRIVE. SIXTY FEET WIDE RIGHT-OF-WAYS SHOWN ON SAID REPLAT OF HERITAGE OAKS SUBDIVISION, AND SAID 1.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found in the North line of Shady Acres Addition, according to the plat recorded in Volume 7, Page 95 of the Plat Records of Brazoria County, Texas; said rod marking the most Westerly Southwest corner of said 15.41 acre tract; said rod bears South 86° 10' 08" West (Reference Bearing) 765.29 feet from a concrete monument found marking the Northeast corner of Shady Acres Addition;

- THENCE; North 4° 16' 28" West 153.82 feet, along the West line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set in the South right-of-way line of Whispering Oaks Drive (60' right-of-way) for the Place of Beginning of the herein described tract;
- THENCE; North 4° 16' 28" West 60.24 feet, along the West line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the North right-of-way line of Whispering Oaks Drive;
- THENCE; In an Easterly direction, along the North right-of-way line of Whispering Oaks Drive, around a curve to the left, having a radius of 770.00 feet, an arc length of 68.03 feet, and a chord which bears North 88° 23' 49" East 68.01 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner;
- THENCE; North 85° 51' 57" East 258.88 feet, along the North right-of-way line Whispering Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the left having a radius of 25.00 feet;



FIELD NOTES OF A 1.08 ACRE TRACT (CONTINUED)  
PAGE 2 OF 3 PAGES

- THENCE; In a Northeasterly direction, around said curve to the left having a radius of 25.00 feet, an arc length of 39.01 feet, and a chord which bears North 41° 09' 54" East 35.17 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the West right-of-way line of Grand Oaks Drive (60' right-of-way);
- THENCE; North 3° 32' 09" West 173.58 feet, along the West right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the South line of a 7.70 acre tract described in a deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;
- THENCE; North 88° 07' 17" East 60.03 feet, along the South line of said 7.70 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the East right-of-way line of Grand Oaks Drive; said rod bears South 88° 07' 17" West 170.12 feet from a ½" iron rod found marking the Southeast corner of said 7.70 acre tract;
- THENCE; South 3° 32' 09" East 170.69 feet, along the East right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the left having a radius of 25.00 feet;
- THENCE; In a Southeasterly direction, around said curve to the left having a radius of 25.00 feet, an arc length of 39.53 feet, and a chord which bears South 48° 50' 06" East 35.54 feet to a Mag nail set for corner in the North right-of-way line of Whispering Oaks Drive;
- THENCE; North 85° 51' 57" East 119.84 feet, along the North right-of-way line of Whispering Oaks Drive, to a Mag nail set for corner in the West line of a 2.05 acre access easement described in said deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;
- THENCE; South 23° 01' 54" East 2.70 feet, along the West line of said 2.05 acre access easement, to a Mag nail set for corner at an angle point;
- THENCE; South 46° 51' 10" East 89.14 feet, along the West line of said 2.05 acre access easement, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the Southwest right-of-way line of Whispering Oaks Drive;
- THENCE; In a Northwesterly direction, along the Southwest right-of-way line of Whispering Oaks Drive, around a curve to the left having a radius of 25.00 feet, an arc length of 20.63 feet, and a chord which bears North 70° 29' 37" West 20.05 feet to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner;
- THENCE; South 85° 51' 57" West 531.71 feet, along the South right-of-way line of Whispering Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner at the beginning of a curve to the right having a radius of 830.00 feet;



FIELD NOTES OF A 1.08 ACRE TRACT (CONTINUED)  
PAGE 3 OF 3 PAGES

THENCE: In a Westerly direction, along the South right-of-way line of Whispering Oaks Drive, around said curve to the right having a radius of 830.00 feet, an arc length of 67.87 feet, and a chord which bears South 88° 12' 30" West 67.85 feet to the Place of Beginning;

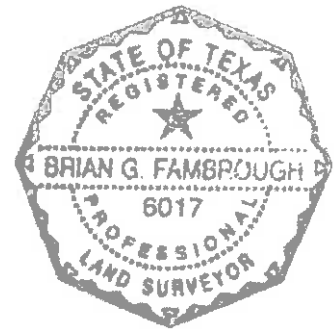
Said tract therein containing 1.08 Acres of Land.

Certified Correct:

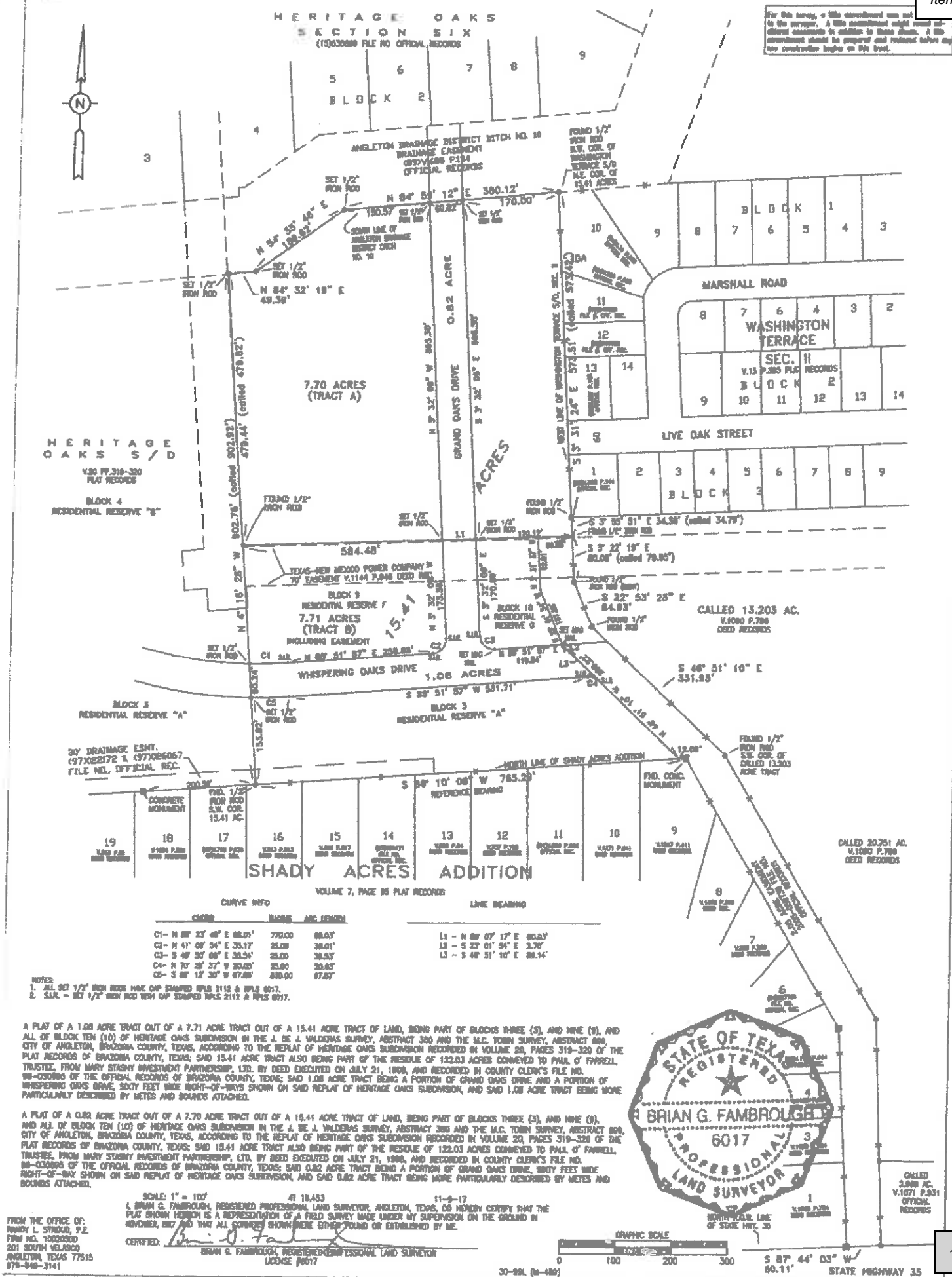


Brian G. Fambrough Registered Professional Land Surveyor # 6017

\* See attached plat.  
November 13, 2017  
4119453b.wpd  
FN 87.8









**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.**

**DEED WITHOUT WARRANTY, SALE, TERMINATION,  
RELEASE AND ABANDONMENT OF EASEMENT**

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

Grantor:       THE CITY OF ANGLETON, TEXAS

Grantor's Mailing Address: 121 S. Velasco, Angleton, Texas 77515

Grantee:       KEITH J. FILIPP FAMILY TRUST

Grantee's Mailing Address: 101 E. First Street, Whitefish, Montana 59937

Consideration: ONE THOUSAND TWO HUNDRED NINETY SIX DOLLARS AND 75/100 (\$1296.75) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): A part of that certain street within the city limits of the City of Angleton, Texas, commonly known as Grand Oaks Drive, said part of said street abutting property owned by Grantee and being more particularly described by Exhibit A, attached hereto and incorporated herein by this reference.

Grantor, for the Consideration, does hereby SELL, TERMINATE, RELEASE, ABANDON, and forever discharge all right, title, and interest Grantor has or may have in the Property unto Grantee, TO HAVE AND TO HOLD the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, WITHOUT EXPRESS OR IMPLIED WARRANTY. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.



GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS INSTRUMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

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

EXECUTED this 14th day of December, 2017.

CITY OF ANGLETON, TEXAS

Scott L. Albert  
Scott Albert, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

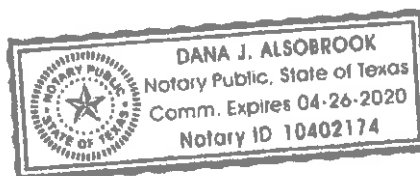
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on December 14, 2017 by Scott Albert, City Manager of the City of Angleton, Texas.

Dana J. Alsobrook  
Notary Public, State of Texas

AFTER RECORDING MAIL TO:

City of Angleton  
Attn: City Manager  
121 S. Velasco  
Angleton, Texas 77515





**Randy L. Stroud, P.E.**  
*Civil Engineer and Land Surveyor*  
**TBPLS Firm No. 10020500 TBPE Firm No. F572**  
**201 South Velasco**  
**Angleton, Texas 77515**  
**(979)849-3141 Fax # (979)849-9444**

Randy L. Stroud, P.E.  
 RPLS #2112

Brian G. Fambrough, P.E.  
 RPLS # 6017

FIELD NOTES OF A 0.82 ACRE TRACT OUT OF A 7.70 ACRE TRACT OUT OF A 15.41 ACRE TRACT OF LAND, BEING PART OF BLOCKS THREE (3), AND NINE (9), AND ALL OF BLOCK TEN (10) OF HERITAGE OAKS SUBDIVISION IN THE J. de J. VALDERAS SURVEY, ABSTRACT 380 AND THE M. C. TOBIN SURVEY, ABSTRACT 699, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE REPLAT OF HERITAGE OAKS SUBDIVISION RECORDED IN VOLUME 20, PAGES 319-320 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 15.41 ACRE TRACT ALSO BEING PART OF THE RESIDUE OF 122.03 ACRES CONVEYED TO PAUL O'FARRELL, TRUSTEE, FROM MARY STASNY INVESTMENT PARTNERSHIP, LTD. BY DEED EXECUTED ON JULY 21, 1998, AND RECORDED IN COUNTY CLERK'S FILE NO. 98-030695 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 0.82 ACRE TRACT BEING A PORTION OF GRAND OAKS DRIVE, A SIXTY FEET WIDE RIGHT-OF-WAY SHOWN ON SAID REPLAT OF HERITAGE OAKS SUBDIVISION, AND SAID 0.82 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found marking the Northeast corner of said 15.41 acre tract and the Northwest corner of Washington Terrace Subdivision, Section II, according to the replat recorded in Volume 15, Page 395 of the Plat Records of Brazoria County, Texas; said rod also marking the Northeast corner of said 7.70 acre tract as described in a deed recorded in County Clerk's Document No. 2005058738 of the Official Records of Brazoria County, Texas;

- THENCE: South 84° 59' 12" West 170.00 feet, along the North line of said 15.41 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for the Place of Beginning of the herein described tract; said rod being at the intersection of the North line of said 15.41 acre tract and the East right-of-way line of Grand Oaks Drive (60' right-of-way);
- THENCE: South 3° 32' 09" East 598.58 feet, along the East right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the South line of said 7.70 acre tract; said rod bears South 88° 07' 17" West 170.12 feet from a ½" iron rod found marking the Southeast corner of said 7.70 acre tract;
- THENCE: South 88° 07' 17" West 60.03 feet, along the South line of said 7.70 acre tract, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the West right-of-way line of Grand Oaks Drive;
- THENCE: North 3° 32' 09" West 595.30 feet, along the West right-of-way line of Grand Oaks Drive, to a ½" iron rod with cap stamped "RPLS 2112 RPLS 6017" set for corner in the North line of said 15.41 acre tract;



FIELD NOTES OF A 0.82 ACRE TRACT (CONTINUED)  
PAGE 2 OF 2 PAGES

THENCE: North 84° 59' 12" East 60.02 feet, along the North line of said 15.41 acre tract, to the Place of Beginning;

Said tract therein containing 0.82 Acre of Land.

Certified Correct:

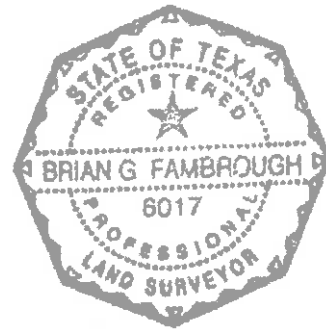


Brian G. Fambrough Registered Professional Land Surveyor # 6017

\* See attached plat.

\*\*The Reference Bearing of the herein described tract is the South line of said 15.41 acre tract, from a concrete monument found marking the Northeast corner of Shady Acres Addition (Volume 7, Page 95, Brazoria County Plat Records) to a ½" iron rod found marking the Southwest corner of said 15.41 acre tract. Said bearing being South 86° 10' 08" West 765.29 feet.

November 13, 2017  
4t19453a.wpd  
FN 87.8









## Property Tax Receipts for Parcel





RO'VIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 111 E. LOCUST  
 ANGLETON, TEXAS 77515

**Certified Owner:**

ANDERSON COREY H  
 PO BOX 4205  
 LAKE JACKSON, TX 77566

**Legal Description:**

A0380 J DE J VALDERAS TRACT 163 -  
 CLOSED ROW (PT) ACRES 7.7

Parcel Address: W MULBERRY  
 Legal Acres: 7.7000

Remit Seq No: 40491041

Receipt Date: 01/31/2019

Deposit Date: 02/01/2019

Print Date: 12/02/2019 02:08 PM

Printed By: LATOYA

Deposit No: I0311901  
 Validation No: 384

Account No: **0380-0041-006**

Operator Code: LCASTRO

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2018	Brazoria County	TL	540	0.367914	1.99	0.00	0.00	1.99
2018	Special Road & Bridge	TL	540	0.060000	0.32	0.00	0.00	0.32
2018	Angleton Isd	TL	540	1.455200	7.86	0.00	0.00	7.86
2018	Angleton - Danbury Hospital	TL	540	0.258328	1.39	0.00	0.00	1.39
2018	Port Freeport	TL	540	0.040100	0.22	0.00	0.00	0.22
2018	Angleton Drainage Dist. No 1	TL	540	0.131182	0.71	0.00	0.00	0.71
2018	City Of Angleton	TL	540	0.697580	3.77	0.00	0.00	3.77
					<b>\$16.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16.26</b>

&gt; - -

- - &lt;

**Check Number(s):****PAYMENT TYPE: PARTIAL PAYMENT**

**Credit Card Authorization No:** 0

**Credit Cards:** \$16.26

**Exemptions on this property:**

OPEN SPACE 1-D-1

**Total Applied:** \$16.26

**Change Paid:** \$0.00

Account No: 0380-0041-006

**PAYER:** 27094241

COREY ANDERSON  
 P. O. BOX 4205  
 LAKE JACKSON, TX 77566

**TOTAL DUE AS OF 12/02/2019 IS \$15.72**



**ORDINANCE NO. 20200114-004**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING A SPECIFIC USE PERMIT ALLOWING FOR THE CONSTRUCTION AND OPERATION OF AN ENERGY STORAGE PARK AND NECESSARY SUBSTATION EQUIPMENT FOR THE STORAGE OF ELECTRICAL ENERGY; PROVIDING A SEVERABILITY CLAUSE AN EFFECTIVE DATE; AND FINDING FACT.**

**WHEREAS**, On January 09, 2020, the City of Angleton Planning & Zoning Commission held a public hearing, and approved the Specific Use Permit submitted by, Gambit Energy Storage, LLC; c/o Molly Emerson on behalf of the property owner Corey H. Anderson for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy on approximately 7.7 acre parcel identified by Property ID 570367; and

**WHEREAS**, on January 14, 2019, the Angleton Planning & Zoning Commission presented a written recommendation, and a public hearing was held regarding the granting of the Specific Use Permit for the purpose of allowing the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, and City of Angleton City Council considered the recommendation and approval by Planning & Zoning; and

**WHEREAS**, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, on 7.7 acre parcel identified by Property ID 570367, Angleton, Texas with a base zoning of Single-family residential 7.2 District (SF-7.2);

**WHEREAS**, the City Council desires to grant the Specific Use Permit submitted Gambit Energy Storage allowing for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, with the conditions set forth in the Planning & Zoning written recommendation and the attached site plan (Exhibit A);

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

**SECTION 1.** That all the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

**SECTION 2.** City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits, and adopts the recommendation with conditions made by the Planning & Zoning Commission as follows:

- (a.) The project site will be physically screened from all surrounding residences with an 8 ft tall masonry wall around the entire project perimeter (except for ingress/egress points) which will also aid with reducing noise. Existing vegetation supplemented with additional plantings as shown on the attached landscaping plan shall be provided and



- maintained. Placement of plants along the border of the project site shall screen views of the facility from surrounding residences. The proposed planting shall be watered using a drip irrigation system.
- (b.) Construction can only occur on the site from 7:00 a.m. – 6:00 p.m. Monday – Friday and from 9:00 a.m. – 5:00 p.m. on Saturdays, and construction is prohibited on Sundays.
  - (c.) The primary access site will be public and through Murray Ranch Road. The developer will reconstruct Murray Ranch Road as a concrete or asphalt surface. Live Oak will serve as an emergency access easement. The emergency access shall at a minimum be 20' wide double swing, double leaf gate chain link with fabric knuckled top and bottom.
  - (d.) The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation. One substation dead-end tower up to approximately 70 ft tall to interconnect with TNMP power line will be allowed with the project substation and all other equipment within the project substation shall be limited to 40ft
  - (e.) Any light shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25-foot candles.
  - (f.) A sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.
  - (g.) The city staff will review and consider approving the design and location of one identification sign.
  - (h.) The SUP will expire if construction of the Energy Storage Park is not completed within four years of the SUP effective date.
  - (i.) The project will utilize night sky lights for security purposes. Lighting will be shielded from adjacent property and be of a down-light, diffused light type that will not be directed across and will not be visible from outside the property boundary
  - (j.) An Emergency Response and Training Manual for the City of Angleton Fire Department, video-recorded training, and specific protocol for the City of Angleton first responders must be provided before the facility becomes operational.
  - (k.) Gambit Energy Storage, LLC shall reimburse the City for expenses related to retaining a third-party inspector to review facility plans and construction.
  - (l.) Provide easement agreements from adjacent property owners (TNMP & Mr. Richard Willy) for where the proposed water line is running prior to construction or disturbance of the site
  - (m.) Vegetation shall be maintained in a healthy condition and the drainage plan functional.
  - (n.) Drainage plan for the site shall be approved by the Angleton Drainage District.

**SECTION 3. Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect,



impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 4. Effective date.** That this Ordinance shall be effective and in full force immediately upon its adoption.


**SECTION 5. Proper Notice & Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED THIS THE 14<sup>th</sup> DAY OF JANUARY 2020.**

CITY OF ANGLETON, TEXAS

  
\_\_\_\_\_  
Jason Perez  
Mayor

**ATTEST:**

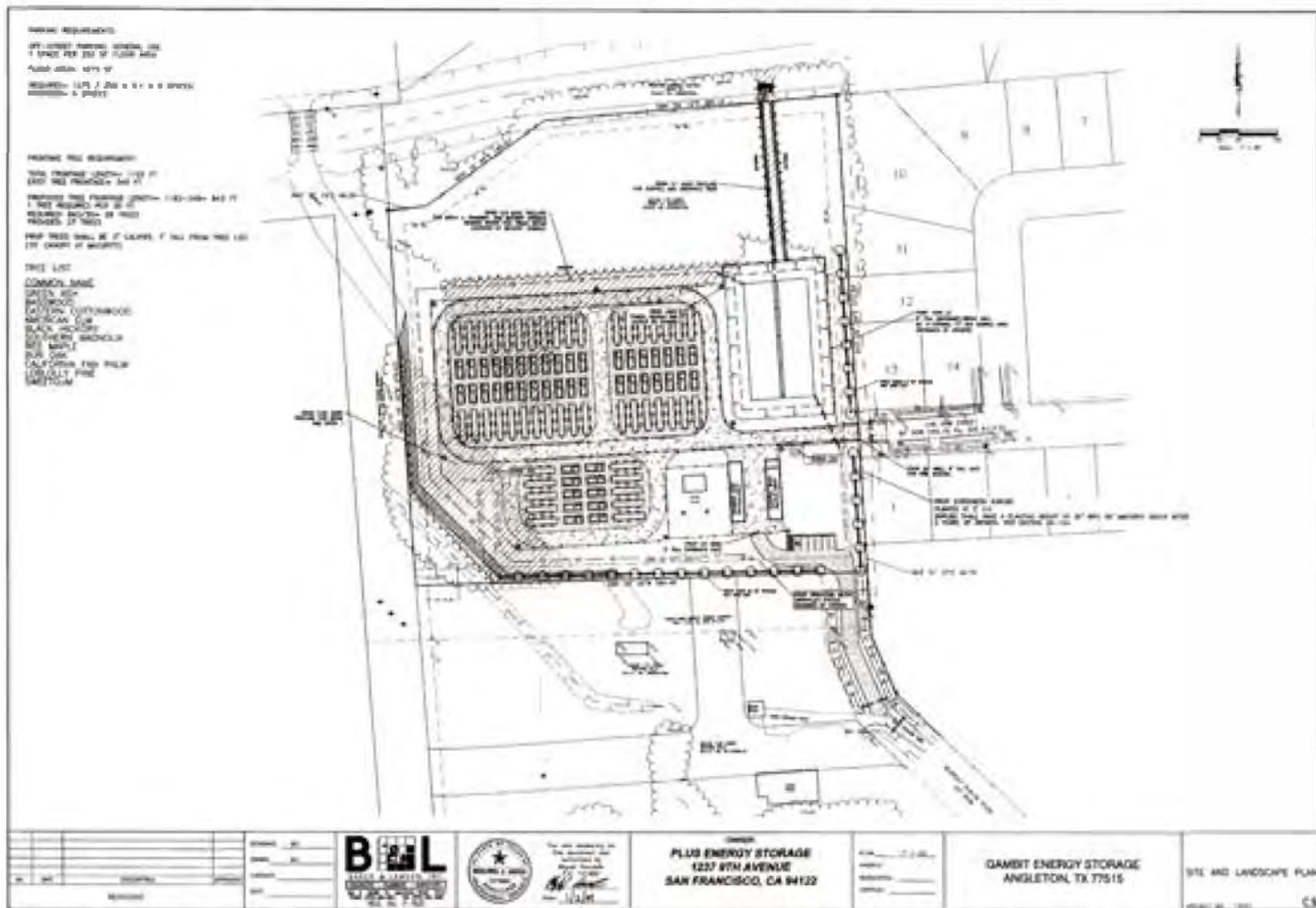
  
\_\_\_\_\_  
Frances Aguilar, TRMC, CMC  
City Secretary





**Exhibit A**







## MEMORANDUM

---

**To:** Keith Merkel (Plus Power Services, LLC)  
**From:** Mark Storm, INCE Bd. Cert. (Dudek)  
**Subject:** Gambit Battery Energy Storage (Angleton, Texas)  
**Operational Noise Study**  
**Date:** March 25, 2025

---

Dudek is pleased to present Plus Power Services, LLC (PPS), the following operational noise study for its Gambit Battery Energy Storage Facility (Facility) located in the City of Angleton, Texas (City). This memorandum (memo) presents quantitative results of operational sound pressure level (SPL) data measured at the Facility site from February 19, 2025 to February 24, 2025 and compares these findings with the acoustical goals articulated in the Specific Use Permit (SUP) and associated Ordinances approving the SUP. Measurement locations of this recent field survey approximated those utilized for the 24-hour outdoor background sound level survey performed from February 12-13, 2020 to quantify the pre-Facility (a.k.a., baseline) conditions. Following an executive summary below, the contents of this memorandum are as follows: Introduction and Background, Operation-Period Sound Level Surveys, Conclusion, References, and Preparer Biography.

## Executive Summary

Having previously performed a baseline sound level survey of the Project vicinity in 2020 and thus prior to Facility construction, Dudek was hired to conduct a new sound level survey in response to a new requirement the City of Angleton included in an amended Specific Use Permit and corresponding Ordinance to authorize installation of a noise and visual barrier at the Facility. Dudek conducted this study, as detailed herein, to compare Facility operational sound emission to the baseline conditions established in 2020. The results of the comparison indicate that the sound emitted during Facility operations are compliant with the SUP.

# 1 Introduction and Background

## 1.1 Project Setting

As shown by Exhibit A, the Facility is located in Angleton, TX on a site at the western terminus of W. Live Oak Street, approximately a half-mile east-northeast of the Texas State Route 288 and Route 35 (W. Mulberry Street) interchange and surrounded by a mix of overhead electric transmission lines, undeveloped land, and residential land uses, such as homes to the north along Spreading Oaks Drive and to the east on W. Live Oak Street.

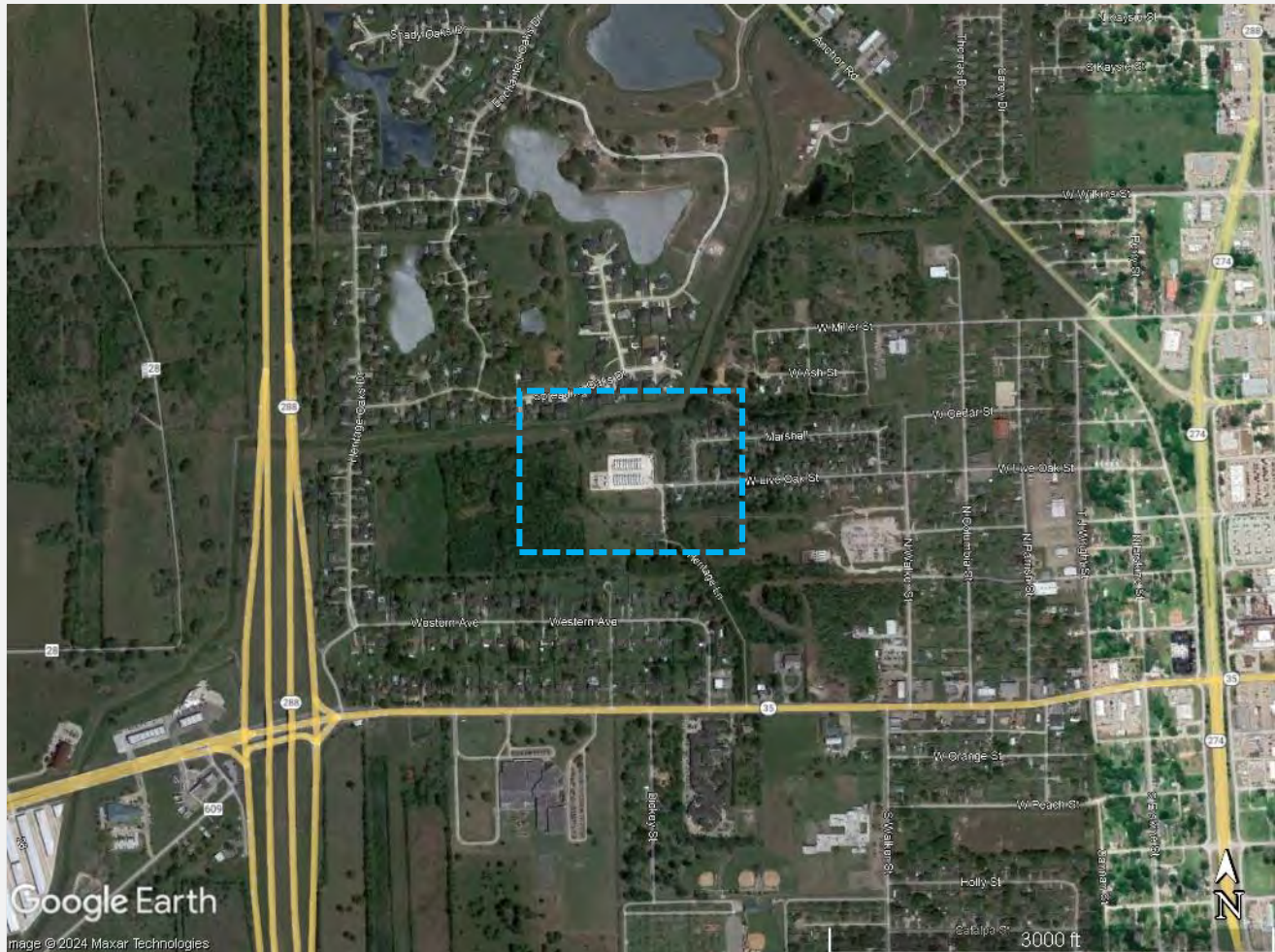


**Gambit Battery Energy Storage (Angleton, Texas)**

Operational Noise Study

March 25, 2025

Page 2

**Exhibit A.** Vicinity of Facility site (subsequent Exhibit B bounded with light blue dashes) in Angleton, TX**Sources:** Google 2024

## 1.2 Facility Description

Surrounded by an 8-foot-tall perimeter CMU wall, the Facility features eighty-one (81) battery containers with cooling fans, forty-one (41) medium-voltage transformers, and an onsite Main Power Transformer that connects to an offsite electrical substation approximately a quarter mile west on N. Walker Street. Exhibit B presents an aerial view of the site, prior to onsite erection of an 18'-tall L-shaped noise-reducing wall.



**Exhibit B.** Location of Facility site and adjoining existing land uses (prior to new noise barrier)

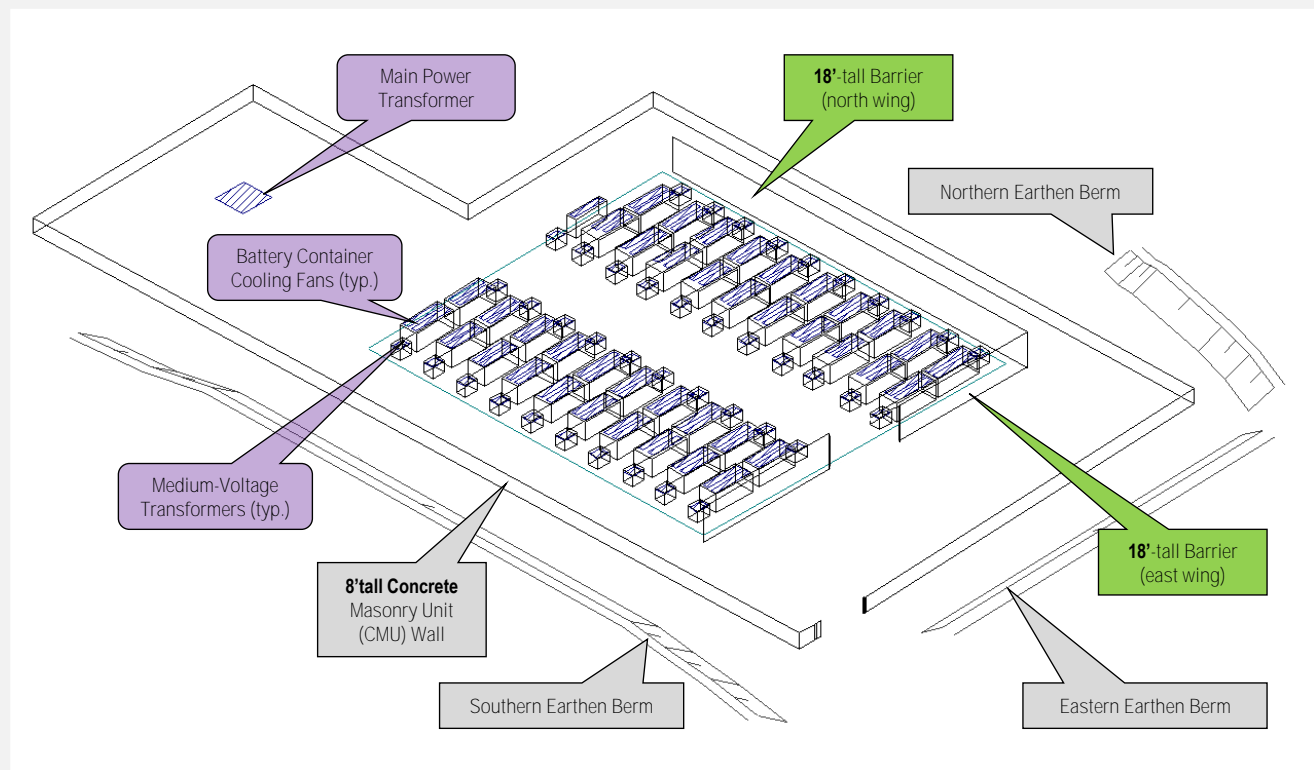


Sources: Google 2024

In early 2025, an 18'-tall L-shaped noise and visual barrier was constructed onsite. Exhibit C provides an isometric view of a three-dimensional rendering that illustrates the approximate location of the barrier installed, including the north wing and the east wing relative to other Facility features and their surroundings.



**Exhibit C.** Approximate locations of the L-shaped onsite barriers installed at the Facility



**Sources:** Dudek 2024

## 1.3 Acoustical Fundamentals

Although the terms may be used interchangeably in the right context, “sound” is defined as any gas or fluid pressure variation detected by the human ear, and “noise” is unwanted sound. The preferred unit for measuring sound is the decibel (dB), which by way of expressing the ratio of sound pressures to a reference value logarithmically enables a wide range of audible sound to be evaluated and discussed conveniently. On the low end of this range, zero dB is not the absence of sound energy, but instead corresponds approximately to the threshold of average healthy human hearing; and, on the upper end, 120–140 dB corresponds to an average person’s threshold of pain.

The human ear is not equally responsive to all frequencies of the audible sound spectrum. An electronic filter is normally used when taking noise measurements that de-emphasizes certain frequencies in a manner that mimics the human ear’s response to sound; this method is referred to as A-weighting. Sound levels expressed under the A-weighted system are often designated “dBA.” All sound levels discussed in this report are A-weighted.

The equivalent continuous sound level ( $L_{eq}$ ) is a single dB value which, if held constant during the specified time period, would represent the same total acoustical energy of a fluctuating noise level over that same time period. Percentile-exceed sound levels ( $L_{xx}$ ) represent the sound level exceeded for a cumulative percentage of a specified period; for example,  $L_{90}$  (“L-ninety”) is the sound level exceeded 90% of the time.



The  $L_{90}$  value is used herein as an industry-recognized way to help distinguish the acoustical contribution of aggregate Facility operation noise from the amalgam of sound sources (both near and far) comprising the measurable ambient environmental as detected by a sound level meter. In other words, and as stated by the Federal Highway Administration: “Where the noise emissions from a source of interest are constant (such as noise from a fan, air conditioner or pool pump) and the ambient noise level has a degree of variability (for example, due to traffic noise), the  $L_{90}$  descriptor may adequately describe the noise source.” (FHWA 2017)

## 1.4 Acoustical Compliance Criteria

Condition F of the original SUP required a sound study (“baseline study”) be performed “to determine the ambient noise level prior to the installation of the project.” The baseline study was completed in 2020, with measured SPL at three locations (East, South, and North) collected over a concurrent 24-hour period from February 12, 2020 to February 13, 2020 that yielded energy-averaged day-night sound levels ( $L_{dn}$ ) of 55.8 dBA, 58.3 dBA, and 56.6 dBA, respectively. No baseline SPL measurement was performed west of the proposed Facility site. Ordinance 20240326-005, which authorized amendment of the SUP, required that additional sound decibel monitoring be conducted at the Facility during operations, and further stipulated that operation of the Facility not exceed the baseline noise study results.

The  $L_{dn}$  values from the baseline study represent the “ambient noise level prior to installation of the project” and quantitatively define the threshold of “shall be no louder” with respect to aggregate Facility operation noise “as measured at 100 feet outside the parcel boundary and the nearest existing receptor” as required in the Specific Use Permit approved in Ordinance 20240326-005. The next section describes the operational-period sound level surveys conducted in early 2025 in response to the SUP modification.

The day-night sound level ( $L_{dn}$ ) acoustical descriptor used herein is defined by the U.S. Environmental Protection Agency (EPA) as the A-weighted average sound level in decibels (re: 20 micropascals) during a 24-hour period with a 10 dB weighting applied to nighttime (i.e., from 10:00 p.m. to 7:00 a.m.) sound levels (EPA 1974).

## 2 Operation-Period Sound Level Surveys

Dudek deployed three unattended sound level monitors (SLM) that collected SPL data in successive one-minute intervals continuously over a 68-hour duration from 4:00 p.m. (Central Standard Time [CST]) on February 19, 2025 to 10:00 a.m. CST on February 22, 2025 (Exhibit D). The survey duration included a period during an Electric Reliability Council of Texas (ERCOT) extreme cold-weather advisory, which commenced on February 19, 2025 and concluded at noon CST on February 21, 2025. The SLMs were retrieved in advance of forecasted precipitation that occurred in the Facility vicinity on Sunday, February 23, 2025. The three SLM were redeployed on February 23, 2025 after the precipitation at the same survey locations and re-activated to continue sound level monitoring that included a full 24-hour period from 2:00 p.m. on February 23, 2025 to 2:00 p.m. on February 24, 2025. The Gambit Energy Storage Facility was operational throughout the testing.

The deployed SLM were SoftdB “Piccolo II” models, which are American National Standards Institute (ANSI) Type 2 instruments expected to have a  $\pm 3$  dB tolerance. Each SLM was contained within a protective weather-resistant outdoor enclosure, from which the SLM wind-screened microphone could protrude to be adequately exposed to the



**Gambit Battery Energy Storage (Angleton, Texas)**

Operational Noise Study

March 25, 2025

Page 6

environment for SPL measurement. The enclosures were secured, via coated cables and padlocks, to fixed features (e.g., trees) around the Facility. The monitoring locations to the East and South of the Facility were approximately along the property boundary in those directions, while the monitoring location to the North was within the property boundary.

**Exhibit D. Outdoor Ambient Sound Level Survey Locations**

**Sources:** Google Earth 2025; Dudek 2025

When active, Facility operation noise, including cooling fans, is one of many acoustical contributors to the outdoor ambient sound environment as measured by the unattended sound level monitors; and, because of the proximity of these SLM around the Facility and due to its steady-state operating characteristics, its aggregate noise emission can be evaluated with the  $L_{90}$  statistical descriptor. This is consistent with FHWA guidance as mentioned in Section 1.3. Table 1 summarizes the 24-hour  $L_{dn}$  values calculated from hourly  $L_{90}$  at each of the three long-term monitor positions (east, south, and north) as appearing in Exhibit D.



**Table 1. February 19-24, 2025 Unattended SPL Monitoring of Facility Operations**

Date (mm/dd/yyyy) and Starting Hour (hh:mm, CST) of 24-hour Period	East Survey Position (L <sub>dn</sub> , dBA)	South Survey Position (L <sub>dn</sub> , dBA)	North Survey Position (L <sub>dn</sub> , dBA)
02/19/2025, 4:00 p.m.	51.4	52.8	54.7
02/20/2025, 10:00 a.m.	46.8	46.8	50.5
02/21/2025, 10:00 a.m.	48.0	48.4	51.2
02/23/2025, noon	50.7	53.8	54.2
SUP threshold (L <sub>dn</sub> Limit)*	55.8	58.3	56.6
Compliance?	yes	yes	yes

**Source:** Dudek 2025.

**Notes:** L<sub>dn</sub> = 24-hour day-night sound level; dBA = A-weighted decibel; SUP = specific use permit; CST = central standard time.

\*As established by 24-hour background sound level monitoring in February 12-13, 2020 prior to Facility installation. No monitoring was performed west of the proposed Facility site in 2020.

### 3 Conclusion

The SUP states that the noise emitted from the Facility shall be no louder at “100 feet outside of the parcel boundary and the nearest existing receptor.” As shown in Table 1, measured 24-hour L<sub>dn</sub> values collected during the monitoring period in February 2025 are below the SUP thresholds and therefore compliant with the SUP and corresponding Ordinance. Given the location of each monitoring position was closer to the Facility than the required compliance points 100 feet outside the parcel boundary and nearest existing receptor, sound measurements would be even lower at those locations identified in the Ordinance as propagated sound dissipates with distance.



## 4 References

Federal Highway Administration (FHWA). 2017. Sound Level Descriptors. FHWA-HEP-17-053. Updated May 26th. Accessed August 25, 2022 at [https://www.fhwa.dot.gov/Environment/noise/resources/sound\\_descr.cfm](https://www.fhwa.dot.gov/Environment/noise/resources/sound_descr.cfm)

U.S. Environmental Protection Agency (EPA). 1974. Information On Levels Of Environmental Noise Requisite To Protect Public Health and Welfare With An Adequate Margin Of Safety. Office of Noise Abatement and Control. March. Accessed March 17, 2025 at <https://nepis.epa.gov>.

## 5 Preparer Biography

This technical memo has been prepared by Mark Storm, an Institute of Noise Control Engineering (INCE) Board Certified member and the Acoustic Services Manager within the Environmental Technical Group at Dudek. Prior to joining Dudek in 2018, Mr. Storm was a senior acoustician with URS Corporation (acquired by AECOM in 2016) for twelve years after a decade that included noise control and sound abatement design leadership roles with HVAC and sound attenuation product manufacturers. He currently leads a team of full-time acousticians, including those who have contributed to the preparation of content (e.g., field-collected SPL data) presented herein.

Dudek trusts that the results and findings presented in this technical memo meet your needs for the Facility at this time. Should you have any questions or would like to discuss the data and findings herein, please do not hesitate to contact Mr. Storm at the contact information below.

Sincerely,



Mark Storm, INCE Bd. Cert.  
Acoustic Services Manager  
760-479-4297  
[mstorm@dudek.com](mailto:mstorm@dudek.com)



**ORDINANCE NO. 20240326-005****AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS,  
APPROVING A SITE PLAN MODIFICATION OF  
SPECIFIC USE PERMIT TO ALLOW FOR THE  
INSTALLATION OF AN 18-FT. ACOUSTIC FENCE  
WITHIN THE GAMBIT ENERGY STORAGE PARK;  
PROVIDING A SEVERABILITY CLAUSE; PROVIDING A  
PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, On March 7, 2024, the City of Angleton Planning & Zoning Commission held a public hearing to consider a modification of a Specific Use Permit (SUP), submitted by, Gambit Energy Storage, LLC to allow for the installation of a proposed eighteen (18') foot high density acoustical fence at an existing energy storage park on an approximately 7.7 acre parcel identified by Property ID 570367, located at 319 Murray Ranch Road, Angleton, Texas; and

**WHEREAS**, On January 14, 2020 the City of Angleton city council granted a Specific Use Permit and adopted Ordinance No. 20200114-004 permitting for the construction and operation of an energy storage park by Gambit Energy Storage LLC; and

**WHEREAS**, on March 7, 2024, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the application to amend the SUP to construct an eighteen (18') foot high density acoustic fence to reduce noise levels at the existing energy storage park, located at 319 Murray Ranch Road, Angleton, Texas with zoning of Single-family residential 7.2 District (SF-7.2), and the written recommendation of staff, responses to questions of the applicant regarding the proposed modification, construction, and operation of an acoustic fence at the energy storage park; and

**WHEREAS**, on March 26, 2024, the City of Angleton City Council conducted a public hearing, discussed, and considered the written recommendation of staff and the final report of the Planning and Zoning Commission, regarding the application to amend the SUP to construct an eighteen (18') foot high density acoustic fence to reduce noise levels at the Gambit Energy Storage Park, located at 319 Murray Ranch Road, Angleton, Texas with zoning of Single-family residential 7.2 District (SF-7.2);, and

**WHEREAS**, the City considered the requirements set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Section 28-107, Performance Standards, Chapter 28 Zoning, Section 28-63 Specific Use Permits, and the application for modification of the SUP, submitted by Gambit Energy Storage, LLC; and

**WHEREAS**, the City Council desires to grant the site plan modification of the SUP submitted by Gambit Energy Storage, LLC to allow for the installation of an eighteen (18') foot high density acoustic fence, to reduce noise levels which is intended to reduce



noise and operate lawfully as set forth in the Planning & Zoning written recommendation and the attached site plan attached hereto; (Attachment A);

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

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

**SECTION 2.** City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63, Specific Use Permits (SUP), subject to the following conditions:

1. The height of the proposed high density acoustic fence shall not exceed eighteen (18') feet. All applicable and required building permits shall be applied for and obtained by the applicant.
2. An annual review of the installed high density acoustical fence and a report shall be provided to the City on or before March 26, 2025. Gambit Energy Storage LLC ("Applicant") shall provide sound decibel-monitoring automatic-reporting to the City semi-annually (every 6-months).
3. The sound level emitted from the energy storage facility shall not violate Texas law or the City ordinances and be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under an ERCOT declared emergency wherein ERCOT requests additional resources.
4. All other conditions set forth by Ordinance No. 20200114-004 adopted on January 14, 2020, shall remain in full force.

**SECTION 3.** *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 4.** *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.



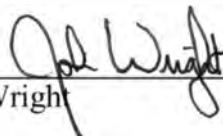
**SECTION 5.** *Effective date.* That this Ordinance shall be effective and in full force immediately upon its adoption.

**SECTION 6.** *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of the Ordinance occurs shall constitute a separate offense.

**SECTION 7.** *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF MARCH, 2024.**

CITY OF ANGLETON, TEXAS

  
\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

  
\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary





**From:** [Chris Whittaker](#)  
**To:** [Michelle Perez](#); [Judith ElMasri](#)  
**Subject:** FW: [EXTERNAL] Gambit Energy Storage SUP Modification  
**Date:** Tuesday, March 5, 2024 7:51:38 AM  
**Attachments:** [Municode Angleton.png](#)  
[Plus Power SUP.png](#)

---

CAUTION: External Email.

---

**From:** Erik Daniel <erikdaniel@gmail.com>  
**Sent:** Sunday, March 3, 2024 11:06 PM  
**To:** Cecil Booth <cbooth@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; John Wright <jwright@angleton.tx.us>; Terry Roberts <troberts@angleton.tx.us>; Tanner Sartin <tsartin@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>  
**Cc:** Chris Whittaker <cwhittaker@angleton.tx.us>; Otis Spriggs <ospriggs@angleton.tx.us>  
**Subject:** [EXTERNAL] Gambit Energy Storage SUP Modification

Greetings Mayor and Angleton City Council-

My name is Erik Daniel and I live at [872 Spreading Oaks Drive](#). I am writing to you about the Gambit Energy Storage project that borders my neighborhood and their request to modify the existing Specific Use Permit (SUP) described in Ordinance No. 20200114-004. The purpose of this e-mail is to communicate a few pieces of information related to their original SUP, and the modifications they are proposing to the SUP.

#### Purpose of the Battery Energy Storage System

The first thing to mention is that the purpose of the battery energy storage system is to participate in the Texas energy market. Batteries in ERCOT participate in markets two ways, typically: 1. Energy arbitrage (buying electricity when prices are cheap, and selling when prices are high), and 2. Ancillary services (typically responsive reserve service, also known as frequency response). To put this another way, the purpose of the battery is to function like a traditional thermal generation power plant – turning on or increasing their output based on favorable market signals (i.e. to make money).

Practically speaking, what this means is that the battery energy storage system charges from the grid when prices are low, and discharges back to the grid when prices are high, or when the grid frequency falls below specific values. Prices are typically highest during the afternoon hours of the summer months, when demand on the electrical grid is the highest.



### Sound Impact

During NORMAL operation, and usually on a daily basis, this means that the battery will be charged and discharged. During charging of the battery energy storage system, the built in cooling system will operate an array of fans in order to keep the system from overheating – and experiencing a thermal runaway, or catching on fire. While charging (normal operation) these fans make noise in excess of the sound levels originally stated by Plus Power representatives – less than 55 decibels at the project boundary.

On my front porch, which is an estimated 750 feet away from the nearest battery container, I can regularly measure sound levels above 60 decibels. This was particularly the case during the summer months of 2023 when temperatures were elevated for an extended period of time. I also note that there are multiple residences on W. Live Oak Rd. and Marshall St. which are less than 300 feet from the battery. I suspect the noise they experience is quite a bit more than my own. Further, the frequency of sound from the fan operation is significantly different and more annoying than traffic noise, railroad noise, or other ambient noises experienced in our neighborhood. My neighbors and I can also routinely hear the fans operate while inside our homes.

To reiterate, the battery system makes noise in excess of the originally stated levels during regular operation, and SIGNIFICANTLY MORE noise during periods when ambient temperatures are elevated above normal. Time averaged ambient noise level from the system is not the problem. Noise from the system during daily charging/discharging is the main problem, whether the ambient temperature is normal or excessive.

Considering the above, the installation of an “acoustic fence” as requested may or may not reduce the noise experienced by residents. If the particular frequency and intensity of sound generated by the cooling system (the fans) during full power rate charging/discharging is accurately captured and recorded, and a fence with the appropriate sound deadening material is specified by someone experienced with this sort of design, then the “acoustic fence” will likely reduce the sound impact. If a fence with arbitrary sound deadening material is specified, then I would not expect it will do much, if anything, to the noise experienced by residents.

### Existing Specific Use Permit

Finally, while looking back at the Specific Use Permit that Plus Power received, I note that “Electrical Generating Plant” is prohibited from use in SF-7.2 residential zoning (see attachment Municode\_Angleton). I also note that the system was classified on the SUP as “Electrical Substation” and “Electrical Transmission Line” (see attachment



Plus\_Power\_SUP). While batteries do not generate electricity in the way that a thermal generation power plant does – converting combustible fuels into electricity, this battery does FUNCTION in the same manner as a typical “Electrical Generating Plant” does. Namely, electrical energy is provided to the grid during normal operation of the battery. Further, electrical generating plants, and particularly batteries, pose far greater health and safety risks to residents than typical electrical substations or electrical transmission lines. It may be the case that this site is classified incorrectly and that the Specific Use Permit is invalid. I would encourage a review of relevant codes and ordinances.

Taking into consideration the points mentioned above on the purpose of the battery, the sound impact of the battery, and the existing specific use permit, I would strongly recommend that any modifications to the existing SUP be very carefully considered and only approved when actual proof of meeting the originally proposed noise levels can be demonstrated during normal operation. The official request includes language mentioning “...when required to keep the energy storage park operating safely” which is a way for them to make excessive noise year-round. It seems to me that the project developer is making an attempt to “be a good neighbor” while not doing much that will favorably impact this ongoing nuisance in a demonstrable manner.

With kindest regards,  
Erik Daniel



**From:** [Chris Whittaker](#)  
**To:** [Judith ElMasri](#)  
**Subject:** Fwd: [EXTERNAL] March 26, 2024 council meeting  
**Date:** Tuesday, March 26, 2024 4:55:20 PM  
**Attachments:** [Gambit Energy initial presentation.pdf](#)  
[PID requirements.pdf](#)

---

CAUTION: External Email.

Get [Outlook for iOS](#)

---

**From:** chris@chrispeltierhomes.com <chris@chrispeltierhomes.com>  
**Sent:** Tuesday, March 26, 2024 7:53:08 AM  
**To:** John Wright <jwright@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>; Cecil Booth <cbooth@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; Terry Roberts <troberts@angleton.tx.us>; tsartin@angleton.t <tsartin@angleton.t>  
**Cc:** Chris Whittaker <cwhittaker@angleton.tx.us>  
**Subject:** [EXTERNAL] March 26, 2024 council meeting

I want to share some concerns and comments on a couple of agenda items in the 3-26 council meeting.

Public hearing regarding the battery park modification of the Special Use Permit.

The language in Condition F in the modification of the SUP as presented to the Planning and Zoning commissioners was a backdoor to “unlimited noise levels when the temperature was elevated or as needed to operate safely”. I made my opposition clear to the commissioners and they agreed that the only time they can operate outside the parameters of the SUP was when directed by ERCOT during emergency situations.

I did not oppose the building of an 18’ structure with a tarp like sound reduction fabric. I am in favor of anything that reduces the noise level to the legal decibel level stipulated in the SUP and prior conversations. I did suggest that this structure be built according to Inland 1 Windstorm Codes and that TNMP review and approve this project due to its proximity to their substation. My concern was when we have high wind events this 18’ tarp could become airborne and damage the substation or surrounding neighborhoods. It is ironic that the picture in Gambit Energy’s proposal describing what this sound fence would look like, was the large baseball outfield fence at Freedom Park. I am sure you are aware that the outfield fence was brought down in the recent winds. I also shared concerns that this tarp material will stretch due to degradation from UV rays and continued wind pressures. If so, then there will be a flapping sound that will impact the adjoining neighborhoods of Heritage Oaks, Live Oak and Western Avenue. The noise from this facility is not confined to those neighborhoods. I have



registered this sound at Westside Elementary to the south, west to Buccees at Hwy 288 and out to CR 44 past the ACS campus to the north. I feel certain it was heard beyond, but those are the areas I could easily hear the distinct sound of the facility during charging or discharging.

When I presented an advanced copy of the proposal to build this facility to the former Mayor Pro Tem, he agreed this industrial facility should not be allowed in a residential neighborhood. That changed when he saw the property tax revenue this facility would generate. Since it was determined that this was “best for the city”, which rarely equates to what is best for the citizens, the only option available was to make sure it was built and operated as presented. I attended and spoke at every council meeting, public hearing and town hall meeting on the Gambit Energy Park. We were assured this facility would not create sound that could be heard beyond their boundaries. Look at the attachment entitled Gambit Energy initial presentation and read the bottom paragraph titled “What are the noise impacts to the surrounding areas?”. The statement in this paragraph that “the sound level will drop further as a function of distance from the project boundary, and be <40db (the sound of water on a window) at 30 meters (100 ft) away, still well far away from any residences”. That document and this language was instrumental in the negotiations for this project.

It is my suggestion that we enforce the stipulations in the original SUP, other than verifiable ERCOT emergency situations. Since they are wanting to open the SUP for modification, we should consider taking this opportunity to enact penalties for violating agreed upon sound levels. They should install decibel readers at the perimeter of their property that will send a notification to code enforcement anytime they violate them. We cannot continue to place the needs of city tax revenue above the needs of our citizens impacted by those projects the city approves.

Agenda Item regarding Austin Colony extension of the Developers Agreement.

Mr. Rae is seeking an extension of his developers agreement and states that he could start construction in 4-6 months. Based on the current bond conditions, the PID tax on his project will be similar to the tax on the north section of Riverwood Ranch. Those residents will be taxed in the amount of \$93,700 in PID assessments over the 30 year term of the PID. I calculated the total PID tax from the various PID subdivisions in our city including Austin Colony at over \$72,000,000.00. That PID money is leaving our community forever and over 90% of that money is coming from neighborhoods designed for first time home buyers, just as Austin Colony is. Those that live in a PID subdivision will never build up the equity in their home that is essential to grow their personal wealth. I deal with a lot of realtors in my business and have heard descriptions of the PID taxes as “cruel”, “bad look for our city”, and my personal favorite is PIDs are “shackling the homeowners to a lifetime of indebtedness that denies them the benefits of homeownership”. A past president of the Brazoria County Board of Realtors called me 2 weeks ago asking what has happened to our city. She said agents are telling her



that Angleton is now full of “shitty subdivisions with high taxes”. Those were her exact words. This reputational harm is bad for our city. Council has the rare opportunity to choose the legacy you impart on the citizens of Angleton. I hope you consider what is best for our city and our citizens in your decision and deny this request and hope the developers agreement lapses. This will give the new members of council that ran for office on the issue of responsible development an opportunity to negotiate a better deal for our city.

When a real estate scout looks at a city for potential commercial/retail locations, they look at more things than just rooftops. They also look at things like the average income and disposable income to determine if our city meets the criteria for their project. The loss of \$72,000,000.00 in PID taxes reduces the disposable income from the residents in those developments. It also impacts the desirability of our city for particular projects. While the city tax revenue has been great for city hall, our citizens are poorer because of these PIDs. The cost of home ownership in most of these PID subdivisions are the highest in southern Brazoria County. In the higher cost PIDs like Riverwood Ranch and Austin Colony, our residents will be paying the highest taxes in all of Brazoria County. Look at the attachment entitled PID requirements from P3Works and Hilltop Securities and decide for yourself if the city and the developers are following the basic tenets of a PID. Both companies stipulate that a PID development facilitates higher quality projects with better and more amenities than would have been constructed otherwise. And yet, the city did just the opposite and allowed substandard developments that do not meet our minimum zoning requirements. The PID summary also states the city is responsible for disclosing the impact on citizens. The city chose not to provide transparency to our residents, as did the developer. They both passed the buck to the builder who is not even a party to the agreement and has no incentive to do so. I’ve heard from people that bought in the PID neighborhoods who were told that they are paying the same tax as everyone else in the city, others said they were not provided the necessary disclosure, some were not aware they live in a PID neighborhood and what that meant. Realtors have told me similar stories.

Scott Albert, the former city manager told me that the former mayor, Jason Perez gave him a mandate of “rooftops at all cost”. It is reasonable to assume this is the root cause of many of the councils decisions regarding growing the city.

I watched as our council members heard from P3Works, Hilltop Securities and the developer himself about the benefits of high density developments and PIDs. You should not base your decision solely on those who profit from it. I could not understand why council did not want to hear the opinion of others on these matters that will impact our city for generations. I spoke up multiple times at council meetings and town hall meetings but never received even a single word response. County commissioner Linder spoke multiple times about the council “selling the city short”. The P&Z rejected councils projects time after time as they did not meet city standards. It appeared anyone that did not agree with council was silenced. Thank God that mayor Perez was term limited and other council members that ran on responsible development were seated. This one topic galvanized the electorate like no other in recent history.



The opportunity to grow our city comes along once in a generation. We were in the driver's seat with plenty of available land and experienced and knowledgeable P&Z members in place. We had builders lining up to develop in our community. I cannot understand how we went from an enviable once in a generation opportunity to grow our city responsibly to implementing the largest tax increase in our city's history. What we lacked was responsible leadership.

I abhor politics and particularly dirty politics, but if I don't say something, I am just as complicit as those who brought this to our city.

Chris Peltier



**From:** [Otis Spriggs](#)  
**To:** [Erik Daniel](#)  
**Cc:** [John Wright](#); [Christiene Daniel](#); [ttownsend@angleton.tx.us](mailto:ttownsend@angleton.tx.us); [Barbara Simmons](#); [Blaine Smith](#); [Tanner Sartin](#); [chris peltier](#); [Grace Garcia](#); [Guadalupe Valdez](#)  
**Subject:** RE: [EXTERNAL] Violation of Code of Ordinances of Gambit Energy Storage park  
**Date:** Wednesday, June 18, 2025 8:23:41 AM

---

CAUTION: External Email.

Good morning Mr. Daniel,

I am acknowledging receipt of your inquiry below. We are currently working on the questions and interpretation of the Zoning Ordinance with Legal. We will follow up with you once we are complete. Thank you for the links and helpful information below in which we will include.

Best regards.

**Otis T. Spriggs, AICP**  
Director of Development Services  
979-849-4364 ext. 2108  
[www.angleton.tx.us](http://www.angleton.tx.us)  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

---

**From:** Erik Daniel <erikdaniel@gmail.com>  
**Sent:** Tuesday, June 17, 2025 1:18 PM  
**To:** Otis Spriggs <ospriggs@angleton.tx.us>; Kyle Reynolds <kreynolds@angleton.tx.us>  
**Cc:** John Wright <jwright@angleton.tx.us>; Christiene Daniel <cdaniel@angleton.tx.us>; Travis Townsend <ttownsend@angleton.tx.us>; Barbara Simmons <bsimmons@angleton.tx.us>; Blaine Smith <bsmith@angleton.tx.us>; Tanner Sartin <tsartin@angleton.tx.us>; chris peltier <chris@chrispeltierhomes.com>  
**Subject:** [EXTERNAL] Violation of Code of Ordinances of Gambit Energy Storage park



Greetings Otis-

My name is Erik Daniel and my address is 872 Spreading Oaks Dr, Angleton, TX 77515.

I am writing to you regarding a serious issue affecting myself and my neighbors near the Gambit Energy Storage project (AKA the battery park). As you are likely aware, this battery has been generating a significant amount of noise lately. The noise is frequent, long lasting, and particularly obnoxious. The noise on my front porch, over 700-feet from the property line, is in excess of the values stated by project representatives through the entire development process.

While looking into the process that Plus Power went through to receive approval to build and operate this project, I discovered that per the City of Angleton Code of Ordinances this project should have never been approved.

The project was developed on property that is currently and has historically been zoned residential. Per the latest Zoning map available on the city website it is zoned: SF-7.2 (Single-Family Residential-7.2 (minimum 7,200 square-foot lots)).

[COA - 4-11-2017-OfficialZoningMap AsAdopted](#)

Per the latest version of the City of Angleton Code of Ordinances within Article IV Section 28-81, [Electrical Generating Plants](#) are Prohibited on property zoned residential, with the exception of AG.

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH28ZO\\_ARTIVUSRE\\_S28-81USRECH](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH28ZO_ARTIVUSRE_S28-81USRECH)

In meetings with Planning and Zoning and in presentations to City Council, Plus Power was very careful not to refer to the project as an Electrical Generating Plant as that is clearly prohibited per the code. Instead, they suggested it be classified as Electrical Transmission Lines and Electrical Substation. Source: Slide 33 from Townhall on 10 October 2019 [Townhall with Plus Power](#)

Later, Plus Power filed a complete Specific Use Permit that was brought before City Council. The Specific Use Permit beginning on page 65 of the City Council Meeting and Agenda [City of Angleton Agenda-Packet 01142020-780](#). Again, the wording is careful not to describe the project as an Electrical Generating Plant.

Electrical Generating Plants provide energy and ancillary services to the electrical grid and have to register as a Power Generation Company with the Public Utility Commission of Texas.

Shortly after obtaining approval for the SUP, Plus Power registered Gambit as a Power Generation Company with the Public Utility Commission of Texas (PUCT).



Their approval letter can be found here: [Gambit - 50959 4 1073181.PDF](#).

Their current registration with PUCT can be found here: [Gambit - Power Generator Report](#)

Gambit, functioning as an Electric Generating Plant, is presently earning millions of dollars per year providing energy and ancillary services. It is functioning as an Electric Generating Plant on property zoned residential, and in violation of the City of Angleton's Code of Ordinances.

Please advise what can be done about this matter.

Very respectfully,  
Erik Daniel



# EXHIBIT 6

Item 5.



Control Number: 14406



Item Number: 1054



RECEIVED  
 2022 DEC 28 PM 1:37  
 UNITED STATES OF AMERICA  
 BEFORE THE  
 FEDERAL ENERGY REGULATORY COMMISSION  
 PUBLIC UTILITY COMMISSION  
 FILING CLERK

14406

Gambit Energy Storage LLC

)

Docket No. EG23-\_\_\_\_-000

**NOTICE OF SELF-CERTIFICATION OF  
 EXEMPT WHOLESALE GENERATOR STATUS**

Pursuant to the Public Utility Holding Company Act (“PUHCA”) of 2005<sup>1</sup> and Section 366.7 of the regulations of the Federal Energy Regulatory Commission (“Commission”),<sup>2</sup> Gambit Energy Storage LLC (“Applicant”) hereby submits this notice of self-certification of its status as an exempt wholesale generator (“EWG”) based on its ownership and operation of an approximately 100 MW battery storage facility that is under operation in the town of Angleton, Texas (the “Facility”).

**I. DESCRIPTION OF APPLICANT**

Applicant is a limited liability company organized under the laws of the State of Delaware with a corporate office located in Houston, TX. Applicant’s sole business is owning and operating the approximately 100 MW Facility, which is comprised of battery modules and associated facilities and equipment necessary for the storage and sale of power at wholesale. The Facility is interconnected with the transmission system owned by Texas-New Mexico Power Co. in the ERCOT region. All of the Facility’s output is sold exclusively at wholesale.

<sup>1</sup> Pub. L. No. 109-58, §§ 1261-1277, 119 Stat. 594, 972-78 (Aug. 8, 2005).

<sup>2</sup> 18 C.F.R. § 366.7 (2021).



## II. REPRESENTATIONS REGARDING EXEMPT WHOLESALE GENERATOR STATUS

The Commission's regulations require that an EWG be engaged directly or indirectly through one or more affiliates, and exclusively in the business of owning and/or operating one or more eligible facilities and selling electric energy at wholesale. Consistent with the Commission's regulations,<sup>3</sup> Applicant makes the following representations to certify that it will meet the requirements for EWG status:

1. Applicant will be engaged directly and exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale.<sup>4</sup>
2. The Facility is an "eligible facility," as defined in Section 32(a)(2) of the PUHCA of 1935, which is incorporated by reference in Section 366.1 of the Commission's regulations<sup>5</sup> because (i) it will be used for the generation of electric energy exclusively for sale at wholesale;<sup>6</sup> and (ii) it will include only those limited transmission interconnection facilities that are necessary to connect the Facility to the grid and effectuate its wholesale sales.
3. No rate or charge for or in connection with, the construction of the Facility, or for electric energy produced by the Facility (other than a portion of a rate or charge which represents recovery of the cost of a wholesale rate or charge), was in effect under the laws of any state on

---

<sup>3</sup> See 18 C.F.R. §§ 366.1 and 366.7.

<sup>4</sup> As a battery energy storage system, the Facility does not generate electric energy. The Commission has found that a battery storage facility can qualify as an "eligible facility" for purposes of EWG status. See *AES ES Westover, LLC*, 131 FERC ¶ 61,008 at P 7 (2010) ("*AES*").

<sup>5</sup> See 18 C.F.R. § 366.1.

<sup>6</sup> See *AES*, 131 FERC ¶ 61,008.



October 24, 1992. Therefore, no determinations by a state commission are necessary for this self-certification to become effective.

4. No portion of the Facility is or will be, owned or operated by an “electric utility company” that is an “affiliate” or “associate company” of Applicant, as Commission regulations define those terms in Section 366.1.<sup>7</sup>

5. Applicant may be engaged in certain activities that are incidental to the generation of electric energy for sale at wholesale to the extent permitted by the Commission. Among other things, Applicant may be engaged in the sale of ancillary services associated with the electricity produced by the Facility. The Commission has determined that the sale of ancillary services associated with an eligible facility are activities incidental to an EWG’s business of owning and operating an eligible facility and selling electricity at wholesale.<sup>8</sup>

6. Applicant does not receive revenues for any other activities, including leases, licenses, or similar arrangements involving the Facility, that go beyond the core functions of an EWG.

### III. STATE COMMISSION NOTIFICATION

Concurrently with this filing, Applicant will serve a copy of this self-certification on the Public Utilities Commission of Texas, which is the state regulatory authority of the state in which the Facility is located.<sup>9</sup>

---

<sup>7</sup> See 18 C.F.R. § 366.1.

<sup>8</sup> See *Sithe Framingham, LLC*, 83 FERC ¶ 61,106 (1998) (ancillary services); *Madison Windpower, LLC*, 93 FERC ¶ 61,270 (2000) (RECs). Other incidental activities that Applicant may engage in will be consistent with the Commission’s existing precedent.

<sup>9</sup> See 18 C.F.R. § 366.7(a).



**IV. COMMUNICATIONS**

Applicant requests addressing all communications regarding this filing to the following persons and adding them to the official service list in this proceeding:<sup>10</sup>

Bree Maria  
 Director Asset Management  
 Plus Power, LLC  
 1780 Hughes Landing Blvd,  
 Suite 675  
 The Woodlands, TX 77380  
 (323) 872-8093  
[bmaria@pluspower.com](mailto:bmaria@pluspower.com)

Tara Young  
 Plus Power, LLC  
 1780 Hughes Landing Blvd,  
 Suite 675  
 The Woodlands, TX 77380  
 (702) 524-3700  
[tyoung@pluspower.com](mailto:tyoung@pluspower.com)

Julia D. English  
 Corban A. Coffman  
 McGuireWoods LLP  
 888 16th Street, N.W.  
 Suite 500  
 Black Lives Matter Plaza  
 Washington, DC 20006  
 (202) 857-1706  
[jenglish@mcguirewoods.com](mailto:jenglish@mcguirewoods.com)  
[ccoffman@mcguirewoods.com](mailto:ccoffman@mcguirewoods.com)

**V. CONCLUSION**

Based on the facts and representations contained herein, Applicant respectfully requests that the Commission accept this Notice of Self-Certification of EWG status.

Respectfully submitted,

/s/ Julia D. English

Julia D. English  
 Corban A. Coffman

*Counsel for Gambit Energy Storage LLC*

December 21, 2022

<sup>10</sup> Applicant respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2021), to the extent necessary to permit designation of more than two persons for service on their behalf in these proceedings.



## CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the state regulatory authority listed below.

Public Utilities Commission of Texas  
1701 N. Congress Avenue  
PO Box 13326  
Austin, TX 78711-3326

Dated at Washington, D.C., this 21<sup>st</sup> day of December, 2022.

/s/ Corban A. Coffman  
Corban A. Coffman  
McGuireWoods LLP  
888 16th Street, N.W.  
Suite 500  
Black Lives Matter Plaza  
Washington, DC 20006  
(202) 828-2886  
ccoffman@mcguirewoods.com





**CITY OF ANGLETON, TEXAS  
CITY COUNCIL REGULAR MEETING MINUTES  
TUESDAY, JANUARY 14, 2020, 6:00 P.M.  
120 S. CHENANGO STREET ANGLETON, TEXAS 77515**

**THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON TUESDAY, JANUARY 14, 2020, AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.**

**DECLARATION OF A QUORUM AND CALL TO ORDER**

**With a quorum present, Mayor pro-tem Wright called the Council Meeting to order at 6:00 P.M. Mayor pro-tem Wright, Council Member Booth, Council Member Marin, Council Member Sillavan, and Council Member Vasut were present. Mayor Perez was absent.**

**PLEDGE OF ALLEGIANCE**

**Council Member Sillavan led the Pledge of Allegiance.**

**INVOCATION**

**Council Member Vasut led the invocation.**

**APPROVAL OF THE MINUTES**

- 1. Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of December 10, 2019 and special called meeting of December 19, 2019. Upon a motion by Council Member Vasut and seconded by Council Member Marin, Council approved the minutes of the Angleton City Council regular called meeting of December 10, 2019 and special called meeting of December 19, 2019. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**CEREMONIAL PRESENTATIONS**

- 2. Presentation of Employee Service Awards.**



3. Presentation to Race Across Angleton Series Finishers & Top Scorers.

#### **CITIZENS WISHING TO ADDRESS CITY COUNCIL**

**Larry Shaefer addressed Council regarding the new trash pickup schedule, boards & commissions, public information requests, and the property that is adjacent to his property.**

4. Conduct a public hearing, discussion and possible action on a Special Use Permit (SUP) and related site plan for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy.  
**Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council opened the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**The public hearing was conducted and upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council closed the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-004 with conditions. Mayor Perez was absent.**

**The conditions were:**

1. **The Angleton Drainage District approves the Gambit Energy Storage Park drainage plan.**
2. **Proper documentation is submitted to the City confirming the utility easement running along the properties of Texas New Mexico Power and Mr. Richard Willy has been obtained.**
3. **Drawings and details are provided to the City for review and approval regarding the proposed masonry screening wall.**

**An amendment was approved on Council Members Vasut's motion, Council Member Booth's second on a 5-0 vote. Mayor Perez was absent.**

**The amendment was to insert the following to Section 2, (f) to read:**

**"A sound study shall be conducted to determine the ambient noise level prior to the installation of the project."**

**Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-004 with conditions, as amended above. The motion passed on a 5-0 vote. Mayor Perez was absent.**

#### **REGULAR AGENDA**



5. Discussion and possible action on a Combination Plat (Preliminary/Final) for the Gambit Energy Storage Park.

**Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved the Combination Plat (Preliminary/Final) for the Gambit Energy Storage Park, with conditions. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**The conditions were:**

- 1. The Angleton Drainage District approves the Gambit Energy Storage Park drainage plan.**
- 2. Proper documentation is submitted to the City confirming the utility easement running along with the properties of Texas New Mexico Power and Mr. Richard Willy has been obtained.**
- 3. Drawings and details are provided to the City for review and approval regarding the proposed masonry screening wall.**

6. Discussion and possible action on a Combination Plat (Preliminary/Final) and related site plan for a Texas Department of Public Safety Facility at the southeast corner of Anchor Road (aka CR 44) and Henderson Road (aka CR 341).

**Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the Combination Plat (Preliminary/Final) and related site plan for a Texas Department of Public Safety Facility, with conditions. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**The conditions were:**

- 1. The developer forwards a final set of drawings to the Angleton Drainage District for their records.**
- 2. Brazoria County reviews and approves the proposed roadway improvements along Anchor Road (CR 44) and driveways. The County's approval shall be submitted to the City for our records.**
- 3. The Owner(s) of the remaining lots for the Angleton Industrial Park that share the common detention pond confirm that the remaining available detention storage is sufficient for the type of development once the design is completed. This is to determine if additional storage is required to be provided due to the increases amount of impervious materials.**
- 4. A final set of civil plans with an engineer seal is filed with the City.**

7. Discussion and possible action regarding a professional services agreement with Freese and Nichols, Inc. for the improvements to the headworks at the Oyster Creek wastewater treatment plant.

**Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved a professional services agreement with Freese and Nichols, Inc and**



**authorized the City Manager to sign the agreement. The motion passed on a 5-0 vote. Mayor Perez was absent.**

8. Discussion and possible action regarding Ordinance No. 20200114-008 supplementing Ordinance No. 832 permitting the issuance of bonds for funding of roads and recreational facilities by Rancho Isabella Municipal Utility District.  
**Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved Ordinance No. 20200114-008. The motion passed on a 5-0 vote. Mayor Perez was absent.**
9. Discussion and possible action to approve the purchase of a crash trailer from Sitesafe.  
**Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the purchase of a crash trailer from Sitesafe, in the amount of \$24,863.77. The motion passed on a 5-0 vote. Mayor Perez was absent.**
10. Discussion and possible action to approve the purchase of a 2020 Chevrolet 1500 from Caldwell Country.  
**Upon a motion by Council Member Vasut and seconded by Council Member Marin, Council approved the purchase of a 2020 Chevrolet 1500 from Caldwell Country, in the amount of \$24,770.00. The motion passed on a 5-0 vote. Mayor Perez was absent.**
11. Discussion and possible action to approve the purchase of two tracts of land on Enchanted Oaks Drive in the amount of \$277,277.00 for the purpose of public parkland, abandon the right-of-way south of Lakeside Park; and authorize the City Manager to administer the agreement.  
**Upon a motion by Council Member Vasut and seconded by Council Member Booth, Council approved the purchase of two tracts of land on Enchanted Oaks Drive in the amount of \$277,277.00 and authorized the City Manager to administer the agreement. The motion passed on a 5-0 vote. Mayor Perez was absent.**
12. Presentation on a compensation and classification study.  
**No action was taken.**

**Mayor pro-tem Wright recessed the Council Meeting at 8:40 P.M.**

#### **EXECUTIVE SESSION**

13. Discussion and possible action to approve appointments to citizen boards and commissions. (Section 551.074 – personnel matters)

**Executive Session ended and Mayor pro-tem Wright reconvened the Council Meeting back to order at 8:59 P.M.**



13. Discussion and possible action to approve appointments to citizen boards and commissions. **Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council approved the Boards and Commission appointments. The motion passed on a 5-0 vote. Mayor Perez was absent.**

**Angleton Better Living Corporation**

Jason Perez (reappointment)

**Angleton Better Living Corporation**

Cody Vasut (reappointment)

**Angleton Better Living Corporation**

George Rau (reappointment)

**Angleton Better Living Corporation**

Ellen Eby

**Board of Adjustments**

Marian Goff (reappointment)

**Board of Adjustments\***

Schwartz-Shaw, Janie

**Board of Adjustments-alternate\***

Ellen Eby

**Board of Adjustments-alternate\***

Terry Roberts

**Parks & Recreation Board**

Chris Peltier (reappointment)

**Parks & Recreation Board**

Bill Ahlstrom (reappointment)

**Parks & Recreation Board**

Terry Roberts

**Planning & Zoning Commission**

Regina Bieri (reappointment)

**Planning & Zoning Commission**

Travis Townsend (reappointment)



**ADJOURNMENT**

**Mayor pro-tem Wright adjourned the meeting at 9:00 P.M.**

**These minutes were approved by Angleton City Council on this the 28<sup>th</sup> day of January 2020 upon a motion by Mayor pro-tem Wright, seconded by Council Member Sillavan. The motion passed on a 6-0 vote.**

**CITY OF ANGLETON, TEXAS**

---

Jason Perez  
Mayor

**ATTEST:**

---

Frances Aguilar, TRMC, CMC  
City Secretary





**CITY OF ANGLETON  
CITY COUNCIL MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
TUESDAY, MARCH 25, 2025 AT 6:00 PM**

---

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MARCH 25, 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**

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

**PRESENT**

Mayor John Wright  
Mayor Pro-Tem Travis Townsend  
Council Member Cecil Booth  
Council Member Tanner Sartin  
Council Member Christiene Daniel  
Vacant Position No. 3

City Manager Chris Whittaker  
City Attorney Grady Randle  
City Secretary Michelle Perez

**PLEDGE OF ALLEGIANCE**

Mayor Wright led the Pledge of Allegiance.

**INVOCATION**

Council Member Booth led the invocation.

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

There were no speakers.

**CEREMONIAL PRESENTATIONS**

1. Presentation of the Fair Housing Proclamation.

Mayor Wright read the Fair Housing Proclamation. No one was present to accept.

**CONSENT AGENDA**



2. Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025.
3. Discussion and possible action to approve the City of Richwood Animal Services renewal contract.
4. Discussion and possible action to approve Amendment No. 1 to the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project.

Upon a motion by Councilmember Daniel and seconded by Council Member Booth, Council approved the consent agenda items 2. Discussion and possible action to approve the City Council minutes for November 14, December 10, 2024, and January 14, 2025; 3. Discussion and possible action to approve the City of Richwood Animal Services renewal contract; and 4. Discussion and possible action to approve Amendment No. 1 to the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project. The motion passed on a 5-0 vote.

## REGULAR AGENDA

5. Presentations by Ardurra/Gunda, Freese & Nichols, and Kimley-Horn on Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated The Texas General Land Office (GLO) Contract NO. 23-160-039-E664, RESILIENT COMMUNITIES PROGRAM (RCP) SUBRECIPIENT AGREEMENT and contract was executed on June 10, 2024. The grant award total is \$270,000. The Contract will terminate on August 31, 2027, or upon completion of the Comprehensive Plan Update and the Building Code Upgrade. The City of Angleton published this RFP Request seeking a well-qualified grant administration and planning service provider(s) to assist the City in the Comprehensive Plan update, and services related to grant administration, management, and contract compliance under the Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) RCP program, funded by GLO. The contract will encompass provision of all project-related services to the City of Angleton, and performance of activities under Grant Administration Services and Planning Activities below. Providers will assist the GLO and/or grant recipients in completion of this CDBG-MIT project. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Note that providers and respondents were invited to submit proposals specifically for one individual, or two or more of the services in the contract. The city's review committee consisted of three staff members and two members of the City Council. The Purchasing Agent for the City and Director of the Development Services Department were available to answer any questions from the reviewers, and the top three respondents were invited to give presentations before the City Council in advance of a final decision and selection.

Mindi Snyder, CPA, with Ardurra, presented a PowerPoint presentation.



Ryan Slattery, with Freese and Nichols presented a PowerPoint.

Raul Orozco Jr., AICP, with Kimley-Horn presented a PowerPoint.

No action was taken.

6. Discussion and possible action to award Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved and awarded Ardurra for Request for Proposal (RFP) 2025-03 Professional Services for the General Land Office (GLO) Recovery-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) Grant. The motion passed on a 4-0 vote. Council Member Booth abstained.

7. Update and discussion on the agreement process with Brazoria County for street overlays.

Hector Renteria, Director of Public Works, introduced the agenda item.

Matt Hanks, Brazoria County Engineer, addressed Council and explained the process of the street overlay process. The County does not have the capability of milling but is able to coordinate with a contractor to mill at the expense of the city and the county can come behind them after the milling and overlay up to two miles. Milling and overlay will be for a maximum of two miles.

No action taken.

8. Discussion and possible action on the Capital Improvement Projects (CIP).

Hector Renteria, Director of Public Works, addressed council and stated that the city current projected Capital Improvement Plan will cost approximately \$402 Million (M), in today's dollars. This included necessary replacements, equipment purchases, and new infrastructure for the city's water and sewer systems. One of the factors that drives utility rates to provide a mechanism to plan and fund these upcoming projects. Also, as we plan these projects to replace infrastructure there are emergencies that occur which force repairs, and replacements sooner than planned. As we look back at historical populations, we can see that by 1980 there were 13,929 residents in Angleton. The most recent census puts Angleton at 19,429 residents. Based on this, approximately 72% of Angleton's infrastructure was in place by 1980. The age of this infrastructure has put it all in a need to replace category. Especially since the materials used during this earlier period had much less life expectancy than today's materials. As we are concerned ourselves more today about the replacements of the infrastructure, it is all coming due at a rapid rate. \$7.063M has been spent since 2019-2020 Fiscal Year (FY) on emergency repairs/replacements to infrastructure. This is compared to the \$11.812M that was spent on infrastructure projects in total since the 19-20FY. As we plan and create capital projects, we have infrastructure failures that are occurring as well. This significantly compounds the issue as we are having to address these



immediately. It takes away funding for planned projects and erodes away our reserve funding for future emergencies. The revenue is \$12,429,728 for the 2024-2025 FY, with expenditures at \$12,429,728, this leaves no room for error and won't bolster our fund balance. This is up from revenues in 2023-2024 FY at \$11,174,102 in the 2023-2024 FY with expenditures at \$11,360,836. The budget needs are essential and increase annually based on many factors including the needs of the department, inflation, new regulations, growth, and trying to propel the department forward. There are also many things that we currently don't accomplish that are necessary as well. An example was how we increased the budget to create a hydrant maintenance plan, but we still have a need for a valve maintenance program. Another factor is the city has aging equipment that we are trying to keep up with, whether it's a replacement or the amount we are having to spend to repair it. There have also been transfers to the general fund for the last 3 fiscal years in the amount of \$3,476,085.04. In summary there are many needs across our infrastructure that must be met. It appears that we are at a point where we have infrastructure failing at a faster rate as it is all coming to that age at the same time. This is the reason for the increase in rates to attempt to meet these needs as they arise. We are behind the curve when it comes to maintaining our infrastructure, increasing resiliency, and keeping up with new innovations. It is detrimental that we continuously plan to make improvements annually, whilst also providing a funding source for emergency issues as they arise.

Mayor Wright stated he would like a breakdown of annual cost between water and sewer for maintenance and operation.

Council Member Sartin requested the max gallons the city could use if all the wells were working perfectly.

No action was taken.

9. Update, discussion and possible action on the unspent bonds for Fiscal Year 2024-2025 Budget.

Susie Hernandez, Director of Finance, addressed council and gave the Fiscal Year (FY) 2024-2025 end of the year report on the 2018, 2022, 2024, and emergency bond.

There is a balance of \$722,000 in the 2018 Street Improvement Bond, and a \$2 Million balance in the street fund to be used for the N. Parrish and Silver Saddle Street projects. The total for the project is \$3,403,742. With the 2018 bond and street fund, this project comes up short.

The 2022 bond that covers the King Municipal Operations Center (KMOC), Annex, Fire Station Bays and the 288-project match has a shortfall of \$227,000, but going out for a bond on the 288 match will take care of the 2022 bond.

The 2024 Parks bond is taken care of, and any additional cost will be paid through grants and Angleton Better Living Corporation (ABLC).



The Emergency bond money has all been spent. The Federal Emergency Management Agency (FEMA) has awarded reimbursement money, but the city has not received the money.

No action taken.

10. Discussion and possible action on the selection process to fill the vacancy of Council Position No. 3.

Mayor and Council discussed the process to fill Position No. 3 vacancy. Council Members will provide their recommendations to the City Secretary to verify the candidate's qualifications. The candidates will be placed on the April 22 council agenda for Council to discuss and make a decision. Council requested the candidates to attend the April 22 meeting.


#### COMMUNICATIONS FROM MAYOR AND COUNCIL

#### ADJOURNMENT

The meeting was adjourned at 7:53 P.M.

These minutes were approved by Angleton City Council on this the 8th day of April, 2025.

CITY OF ANGLETON, TEXAS



Travis Townsend  
Mayor Pro-Tem

ATTEST:



Michelle Perez, TRMC, CMC  
City Secretary







## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 7/22/25

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Update on Wayne Street

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:**

**EXECUTIVE SUMMARY:** Wayne St is located on the SW side of Angleton, and runs parallel to the west of S Front St. The street is located on the west of the railroads and is a dead end that only receives traffic from the commercial and residents that reside on the street. This street is partial city and partial county ownership, with the city portion being approximately 1,000' in length. In the 2017 Street Condition Assessment this street was rated as 4, with 20-30% base repair and overlay as a repair recommendation at a cost of \$27,600.27. In the 2023 Street Condition Assessment this street was rated as a 4, with 20-30% base repair and overlay as a repair recommendation at a cost of \$95,695.60.

This roadway is at a point where an overlay will not suffice. The overlay would hold up for a few years, but the roadway would degrade in the exact same manner as previously. We received quotes for repairs, and they all recommend repairing the base before overlaying, as did the street condition assessment. The interlocal with the county can provide a rebuild of this road as well, however this will reduce our total road repairs to a mile for that respective year. This roadway would take up approximately 20% of that mile for the year. It is also important to note that it costs the city/county \$153,395.00 to repair S Walker at 3150' in length.

**RECOMMENDATION:** Staff recommends funding the complete repair of this roadway. This can occur through a contractor, or the interlocal agreement.











## PAVEMENT CONDITION &amp; IMPROVEMENT COST TABLE

City of Angleton

June 2024

Street Name	Street Segment	Pavement Rating	Pavement Type	Approx Area (Sq Yds)	Improve ment Type	Cost, \$/S.Y.	Total Cost
WAYNE STREET	PRIVATE PORTION OF WAYNE ST to DEAD END (N)	4	Asphalt	1992	20 to 30% Partial Base Repair & Overlay	\$48.04	\$95,695.6

## STREET INVENTORY TABLE

Street Name	Street Segment	Pavement Rating	Pavement Type	Pavement Width (Feet)	Approximate Length (Feet)	Level of Traffic	Comment
-------------	----------------	-----------------	---------------	-----------------------	---------------------------	------------------	---------

WAYNE STREET	PRIVATE PORTION OF WAYNE ST to DEAD END (N)	4	Asphalt	18.5	969	Low	Edge, alligator, transverse and longitudinal cracking observed.
--------------	---	---	---------	------	-----	-----	---





06/18/2025

City of Angleton

**RE: Wayne St. Asphalt Rehab, Angleton TX**

Mr. Andy Billingsley,

HTI Construction, Inc. proposes to furnish mobilization, supervision, labor & equipment for the repair of **1000'x20' (20,000 SF)** of asphalt located on Wayne St., Angleton TX.

**Scope of Work:**

Mix 6"-10" of existing asphalt & base. Grade, compact & smooth roll existing mixed asphalt & base. Install prime/tac oil on existing mix & compacted base. Install 2" Hot Lay with (Type D) Asphalt. Clean up all disturbed areas due to construction.

**Total= \$98,750.00**

**Estimate does not include permits, construction drawings, material testing, sod/hydro mulch, relocation of any existing utility lines or any extra work not listed above.**

Thank you for the opportunity to bid on this project. As always, we appreciate the opportunity and look forward to working with The City of Angleton. If you have any questions, please feel free to contact me.

Respectfully,

*Thomas Gutierrez*

Thomas Gutierrez  
Vice President  
HTI Construction, Inc.  
832-600-7632



# PROPOSAL & CONTRACT



**June 10, 2025**

City of Angleton  
121 S Velasco St  
Angleton, TX

**Houston Division**

9900 Windfern Rd  
Houston, TX 77064  
Office 281-571-8040

**Attn: Hector Rentaria**

**Re: Wayne Drive - Asphalt Road**

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

**TAX EXEMPT**

Repair Type	Description	Quantity	Unit	Unit Price	Total
Asphalt	Recycled Asphalt - Cement Stabilization	25,000	SF	\$ 6.34	\$ 158,500.00
<b>Total Project Cost =</b>					<b>\$ 158,500.00</b>

The work is to be performed as follows: (Reference Plans or Site map as necessary)

**PAVECON, Ltd.** will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

**1212 Wayne Drive - Angleton, TX 77515**

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

\_\_\_\_\_  
\_\_\_\_\_

**PAVECON, LTD.**

**Douglas Hughes**  
Project Manager



# PROPOSAL & CONTRACT



## DESCRIPTION OF WORK:

### **Recycled Asphalt with Cement Stabilization - ~25,000 Square Feet**

Mill (pulverize) existing failed asphalt pavement and base to a depth of 10 inches. Mix with a minimum of 6% portland cement and water. Remove excess material and compact base to a minimum thickness of 7 inches. Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve a compacted thickness of 3 inches.



**Matula & Matula Construction, Inc**

**PROJECT** Angleton Asphalt Budget #'s - Andy

**ENGINEER** N/A

**BID DATE** 13-Jun-25

**COST EST.** N/A

ITEM No.	DESCRIPTION	QTY	UNIT	PROD. RATE PER DAY	UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	1	\$ 9,000.00	\$ 9,000.00
2	Asphaltic Pavement Removal (Full Depth)	2222	SY	1	\$ 8.25	\$ 18,331.50
3	Cement Stabilization of Materials, In Place (10-IN)	2444	SY	1	\$ 16.00	\$ 39,104.00
4	Cement Treatment, Road Mixed (3.5% by Dry Weight)	50	T	1	\$ 300.00	\$ 15,000.00
5	Hot Mix Asphaltic Concrete Pavement (Type D)(3-IN)	367	T	1	\$ 245.00	\$ 89,915.00

**Excludes: Testing, Permits, Design, Engineering, Fees,  
Seeding/Sodding, Driveways, Manhole/Inlets Grade Adjustment,  
Street Signs, Traffic Control, Concrete, Piping  
Strictly Budget Numbers, NOT A FORMAL QUOTE.**

**\$ 171,350.50**

FILE NAME: