



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, AUGUST 22, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of August 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

EXECUTIVE SESSION

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

2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Evaluation of the Angleton Municipal Court Presiding Judge)
3. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Parks & Recreation Board, Senior Citizen Commission)

OPEN SESSION

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

REGULAR AGENDA

- [4.](#) Discussion and possible action on Resolution No. 20230822-004 appointing a representative to the Brazosport Water Authority Board.
- [5.](#) Discussion and possible action on HDR's evaluation of improvements at the intersection of Enchanted Oaks and County Road 44.
- [6.](#) Discussion and possible action on: 1. A Preliminary Plat for Angleton Park Place Subdivision Section 2; and 2. Approval of the Development Agreement.
- [7.](#) Discussion and possible action on the revised preliminary plat of Ashland Section 1.
- [8.](#) Discussion and possible action on the revised preliminary plat for Ashland Section 2.
- [9.](#) Discussion and possible action on the Final Plat for Ashland Development Wastewater Treatment Plant.
- [10.](#) Discussion and possible action on a Final Plat for Ashland Development Water Plant.
- [11.](#) Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 1 and Reserves.
- [12.](#) Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 2.
- [13.](#) Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 3.
- [14.](#) Discussion and possible action on the Final Plat of the Ashland Coral Haven Lane Street Dedication
- [15.](#) Discussion and possible action on Ordinance No. 20230822-015 approving the 2023 Annual Service Plan Update for the public improvements in the Greystone Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.
- [16.](#) Discussion and possible action on Ordinance No. 20230822-016 approving the 2023 Annual Service Plan Update for the public improvements in the Kiber Reserve Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.
- [17.](#) Discussion and possible action on Ordinance No. 20230822-017 approving the 2023 Annual Service Plan Update for the public improvements in the Green Trails Public

Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

18. Discussion and possible action on a Preliminary Plat and response to the Preliminary Subdivision Plat for Windrose Green Section 5 disapproval on July 25, 2023 by City 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, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, August 17, 2023, 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
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.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 8/22/2023

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

AGENDA CONTENT: Ceremonial Presentation of August 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Tory and Emily Liles at 901 S Buchta Road and Business of the Month to The Crust Pizzeria at 113 W Myrtle Street.

RECOMMENDATION:

Staff recommends City Council acknowledge the YOM and BOM with a plaque, picture, and KAB gift for their beautification efforts.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20230822-004 appointing a representative to the Brazosport Water Authority Board.

AGENDA ITEM SECTION: Consent

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Brazosport Water Authority produces and delivers a drinking water to the City of Angleton and is governed by a Board of Directors which consists of one appointed representative from each member city that we supply water to.

Morris Massingill is the City’s representative and has expressed interest in extending his term.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 20230822-004.

RESOLUTION NO. 20230822-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS APPOINTING A REPRESENTATIVE TO THE BRAZOSPORT WATER AUTHORITY BOARD AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Morris Massingill is hereby designated as the City of Angleton Representative to the Brazosport Water Authority Board.

SECTION 2. The Brazosport Water Authority shall be notified of the designation of the hereinabove name representative.

SECTION 3. This resolution is effective immediately upon adoption.

PASSED AND APPROVED THIS THE 22ND DAY OF AUGUST 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



MEMBER CITIES:

ANGLETON BRAZORIA CLUTE FREEPORT
LAKE JACKSON OYSTER CREEK RICHWOOD

August 3, 2023



Mr. Chris Whittaker
City of Angleton
121 S. Velasco
Angleton, TX 77515

Dear Mr. Chris Whittaker:

According to our records, the term for the Brazosport Water Authority representative appointed by your city will expire in September, 2023.

If you have not already done so, please make arrangements to appoint or re-appoint a representative from your city to fill this position.

New or re-appointed members will be sworn into office at or before the regular session meeting on September 26, 2023, to serve a two (2) year term.

Offices of the Board of the Brazosport Water Authority will also be reorganized at the monthly meeting in September 2023.

Please provide written notice of your choice to represent your city for filing purposes and please include the representative's name, mailing address, telephone number, and email address.

Thank you,

April Garcia
Office Manager
Brazosport Water Authority
Phone: (979) 297-2715

CC: file



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: Intersection Improvements at Enchanted Oaks and CR 44

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A
FUNDS REQUESTED: \$37,000
FUND: N/A

EXECUTIVE SUMMARY:

The City has request that HDR evaluate improvements to the intersection of Enchanted Oaks and CR 44. Currently this intersection stacks up during peak traffic times. HDR has identified a solution that will increase the traffic queuing and create an additional turn lane. This will create a left only and right only lane for vehicles exiting out of the subdivision. Please see the attachments of the proposed improvements and the Opinion of Probable Construction Cost.

RECOMMENDATION: Council to review and provide direction to staff.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on: 1. A Preliminary Plat for Angleton Park Place Subdivision Section 2; and 2. Approval of the Development Agreement

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None.

FUNDS REQUESTED: None.

FUND: None

EXECUTIVE SUMMARY:

The subject property is located on the southeast corner of E. Phillips Road and Gifford Road, consists of 5.184 acres in Section 2 and is in the Manufactured Home (MH) zoning district. This project is a manufactured home subdivision and is not a manufactured home park and consists of 32 lots, 2 blocks.

The preliminary plat for Angleton Park Place, Section 1 was approved by the Planning and Zoning Commission and City Council in June, 2023. The Development Agreement has been drafted and is pending approval by City Council (final version is attached for consideration).

The development agreement has been reviewed and tracked with a number of changes and corrections and is being presented recommended for final council consideration and approval to ensure that the public improvements and amenities are implemented in accordance with the approved plats.

RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING**ANGUST 3, 2023****ROLL CALL:****Present were:**

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend, Commission Member Henry Munson, and Commission Member Regina Bieri.

Absent were:

Commission Member Ellen Eby, Commission Member Shawn Hogan.

1. Approval of the July 6, 2023 minutes for the Planning and Zoning Commission meeting.

Motion was made by Commission Member Henry Munson; Seconded by Commission Member Deborah Spoor.

Action: (5-0 Aye-Vote), The minutes were **unanimously approved**.

REGULAR AGENDA**Agenda Item #3: Item 3 discussion and possible action on a preliminary plat for Angleton Park Place Subdivision Section 2:**

Mr. Spriggs presented the staff summary findings for this preliminary plat for Angleton Park subdivision, Section 2, noting that the developer Mike Morgan is ready for construction of section one which has received final plat approval.

This second section gives us the remaining 32 lots /units on this pre-manufactured subdivision. The homes on the property would be set up for purchase with, with the notion that they would be a completed home on that particular lot, having a driveway and landscape requirements which are subject to the development agreement which is pending Council's final approval. This is the preliminary plat which is consistent in terms of what you've seen for this particular subdivision. They will have two access points off Phillips Rd. and the property is fully within the city limits, and zoned appropriately MH. Staff is recommending approval.

DS Director Otis Spriggs added that the plat has gone before the city engineer for review and we have received and cleared all of the responses to the comments. As noted in the report, and it's being recommended for approval to Council.

Commission Action:

Commission Member Michelle Townsend made a motion to approve the preliminary plat for the Angleton Park Place subdivision section 2 and that we forward it to City Council for final action, subject to the final approval of the development agreement; motion was seconded by Commission Member Regina Bieri.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye; and Commission Member Henry Munson-Aye; Commission Member Regina Bieri- Aye.

Action: (5-0 Vote): was approved.

STAFF AND THE CITY ENGINEERING PLAT REVIEW:

The City Engineer has reviewed the submitted Final Plat for Angleton Park Place Subdivision, Section 1 and the listed (7) comments have been addressed by the applicant. The City Engineer and staff have cleared all the noted comments.

The City Engineering has stipulated:

1. Revise heading to "Dedication Statement" where noted on the attached plat.
2. Revise Owner heading to "Owner".
3. Dedication Statement-Update subdivision name to Angleton Park Place Section2.
4. Show topographic contour information on the plat.
5. Existing Detention Reserve-Reference filing information here to mark as existing.
6. Abandonment of Access Easement-Need to verify how City Planning wants this to be processed.
7. Notate ROW width for "existing" Park Place Blvd.
8. Notate PUEs in the typical lot details.

Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

RECOMMENDATION:

The Planning and Zoning Commission and Staff recommend approval of *1. The Preliminary Plat for Angleton Park Place Subdivision Section 2, and 2. Approval of the development agreement.*

July 7, 2023

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

Re: On-Going Services
Angleton Park Place Sec. 2 Subdivision Preliminary Replat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

1. Revise heading to "Dedication Statement" where noted on the attached plat.
2. Revise Owner heading to "Owner".
3. Dedication Statement – Update subdivision name to Angleton Park Place Section 2.
4. Show topographic contour information on the plat.
5. Existing Detention Reserve - Reference filing information here to mark as existing.
6. Abandonment of Access Easement - Need to verify how City Planning wants this to be processed.
7. Notate ROW width for "existing" Park Place Blvd.
8. Notate PUEs in the typical lot details.

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Angleton Park Place Sec. 2 Subdivision Preliminary Replat be Revised and Resubmitted.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

FIELD NOTES FOR 5.184 ACRES
 DESCRIPTION OF A 5.184 ACRE TRACT OF LAND, LOCATED WITHIN EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BEING ALL OF THE RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE, SECTION 1, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 5.184 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 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER, BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING AN INTERIOR CORNER OF DRAINAGE RESERVE "B", OF SAID ANGLETON PARK PLACE, SECTION 1;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF BALTIMORE AVENUE, OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING FOR A TOTAL DISTANCE OF 175.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG A NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH R.O.W. LINE OF SAID BALTIMORE AVENUE, A DISTANCE OF 12.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DRAINAGE RESERVE "C" OF SAID ANGLETON PARK PLACE, SECTION 1, PASSING AT A DISTANCE OF 210.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH R.O.W. LINE OF VERMONT AVENUE OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 270.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE SOUTH R.O.W. LINE OF SAID VERMONT AVENUE, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DETENTION RESERVE "F", OF SAID ANGLETON PARK PLACE, SECTION 1, FOR A TOTAL DISTANCE OF 385.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 87°09'17" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID DETENTION RESERVE "F", A DISTANCE OF 407.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 02°50'43" WEST, ALONG THE WEST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE EAST LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 560.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 385.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF AND CONTAINING 5.184 ACRES OF LAND, MORE OR LESS.

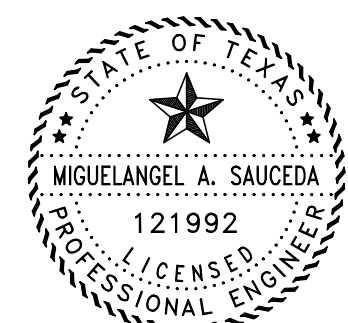
OWNER'S ACKNOWLEDGEMENT.
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT MIKE MORGAN, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS ANGLETON PARK PLACE, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, 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.

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 THEREIN SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

MIKE MORGAN
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MIKE MORGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE IS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 KNOW ALL MEN BY THESE PRESENTS: THAT I, MIGUELANGELO A. SAUCEDA, 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.



SIGNED: MIGUELANGELO A. SAUCEDA DATE 12/19/22
 PROFESSIONAL ENGINEER
 TEXAS REGISTRATION NO. 121992

DRAINAGE AND DETENTION EASEMENT
 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 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 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 OR 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 AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY PREDICTED. 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.

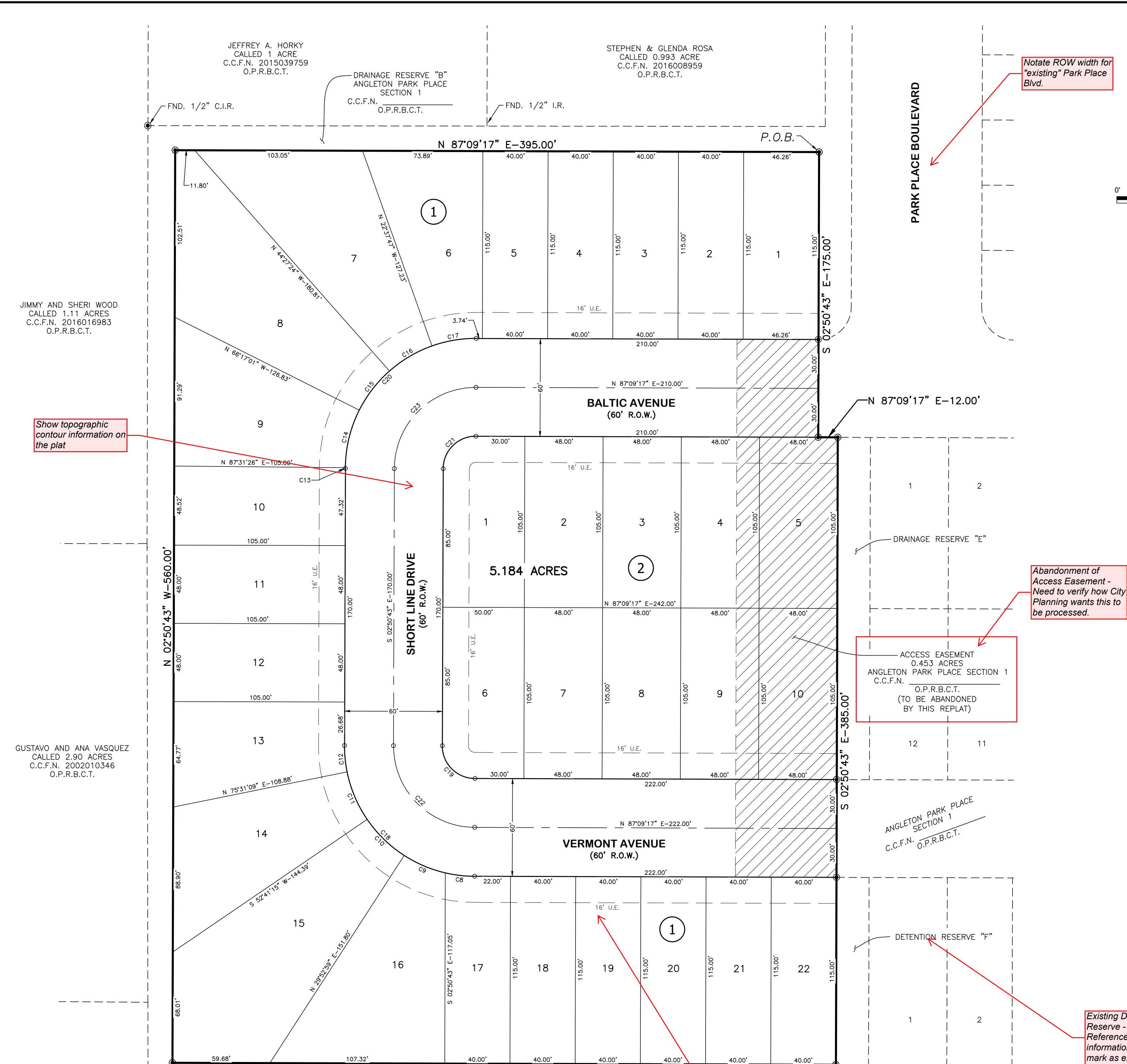
ANGLETON DRAINAGE DISTRICT
 ACCEPTED THIS THE ____ DAY OF _____, 20____, BY THE ANGLETON DRAINAGE DISTRICT.
 THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:
 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
 2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
 3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
 4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.
 THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.
 THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS
BOARD MEMBER
BOARD MEMBER
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
CITY SECRETARY
 APPROVED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JASON PEREZ, MAYOR
CITY SECRETARY
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____, BY CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
 STATE OF TEXAS



MICHAEL WAYNE VANHORN AND CHEREE RENEE SCHOLL
 CALLED 9.00 ACRES
 C.C.F.N. 2018015818
 O.P.R.B.C.T.

EXISTING DETENTION RESERVE - REFERENCE FILING INFORMATION HERE TO MARK AS EXISTING
NOTATE PUEs IN THE TYPICAL LOT DETAILS
NOTATE ROW WIDTH FOR EXISTING PARK PLACE BLVD.
ABANDONMENT OF ACCESS EASEMENT - NEED TO VERIFY HOW CITY PLANNING WANTS THIS TO BE PROCESSED.
EXISTING DETENTION RESERVE - REFERENCE FILING INFORMATION HERE TO MARK AS EXISTING
UPDATE HEADING TO OWNER

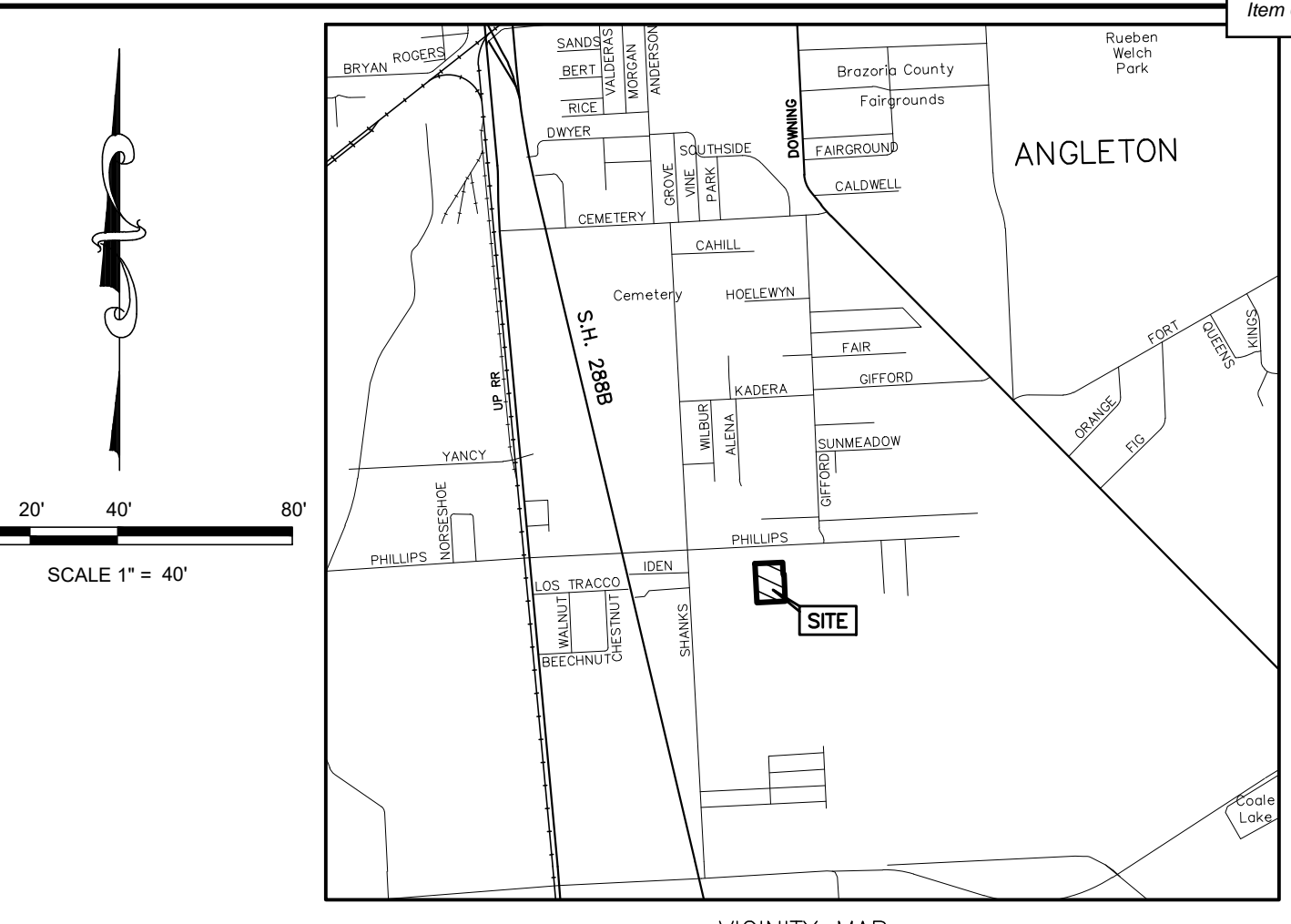
CURVE TABLE				
Curve No.	Length	Radius	Delta	Chord Bearing
C8	18.16'	80.00'	13°00'10"	N86°20'38"W
C9	27.54'	80.00'	19°43'31"	N69°58'47"W
C10	31.84'	80.00'	22°48'17"	N48°42'53"W
C11	31.88'	80.00'	22°49'54"	N29°53'48"W
C12	16.25'	80.00'	11°38'08"	N08°39'47"W
C13	0.52'	80.00'	0°22'10"	N02°39'38"W
C14	36.57'	80.00'	28°11'32"	N10°37'13"E
C15	30.48'	80.00'	21°49'37"	N34°37'48"E
C16	30.48'	80.00'	21°49'37"	N58°27'25"E
C17	27.62'	80.00'	19°47'04"	N71°15'45"E
C18	125.66'	80.00'	90°00'00"	S47°50'43"E
C19	31.42'	20.00'	90°00'00"	S47°50'43"E
C20	125.66'	80.00'	90°00'00"	S42°09'17"W
C21	31.42'	20.00'	90°00'00"	S42°09'17"W
C22	78.54'	50.00'	90°00'00"	S47°50'43"E
C23	78.54'	50.00'	90°00'00"	S42°09'17"W

BLOCK 1		BLOCK 1		BLOCK 2	
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	5,320	12	5,040	1	5,164
2	4,600	13	5,675	2	5,040
3	4,600	14	6,948	3	5,040
4	4,600	15	10,836	4	5,040
5	4,600	16	8,309	5	5,040
6	6,165	17	4,612	6	5,164
7	8,829	18	4,600	7	5,040
8	9,414	19	4,600	8	5,040
9	6,982	20	4,600	9	5,040
10	5,059	21	4,600	10	5,040
11	5,040	22	4,600		

Parcel No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C8	18.16'	80.00'	13°00'10"	N86°20'38"W	18.12'
C9	27.54'	80.00'	19°43'31"	N69°58'47"W	27.41'
C10	31.84'	80.00'	22°48'17"	N48°42'53"W	31.63'
C11	31.88'	80.00'	22°49'54"	N29°53'48"W	31.67'
C12	16.25'	80.00'	11°38'08"	N08°39'47"W	16.22'
C13	0.52'	80.00'	0°22'10"	N02°39'38"W	0.52'
C14	36.57'	80.00'	28°11'32"	N10°37'13"E	36.25'
C15	30.48'	80.00'	21°49'37"	N34°37'48"E	30.29'
C16	30.48'	80.00'	21°49'37"	N58°27'25"E	30.29'
C17	27.62'	80.00'	19°47'04"	N71°15'45"E	27.49'
C18	125.66'	80.00'	90°00'00"	S47°50'43"E	113.14'
C19	31.42'	20.00'	90°00'00"	S47°50'43"E	28.28'
C20	125.66'	80.00'	90°00'00"	S42°09'17"W	113.14'
C21	31.42'	20.00'	90°00'00"	S42°09'17"W	28.28'
C22	78.54'	50.00'	90°00'00"	S47°50'43"E	70.71'
C23	78.54'	50.00'	90°00'00"	S42°09'17"W	70.71'

LEGEND
 O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
 D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY TEXAS
 P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY TEXAS
 C.C.F.N. = COUNTY CLERK'S FILE NUMBER
 FND = FOUND
 C.I.R. = CAPPED IRON ROD
 I.R. = IRON ROD
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R.O.W. = RIGHT-OF-WAY
 VOL. = VOLUME PAGE
 U.E. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 B.L. = BUILDING LINE

SYMBOLS
 ○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
 ● = FND 5/8" I.R. W/CAP "BAKER & LAWSON" (EXCEPT AS NOTED)
 ● = SITE TBM



NOTES:
 1. THE PURPOSE OF THIS PLAT IS TO REPLAT RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE SECTION 1, AS RECORDED IN C.C.F.N. _____ OF THE O.P.R.B.C.T. INTO A 32 LOT, 2 BLOCK SUBDIVISION.
 2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
 3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
 4. FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48050445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, AND THAT MAP INDICATES THAT THE PROPERTY SURVEYED IS WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. 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.
 5. PROJECT BENCHMARK: ANGLETON = PUBLISHED ELEVATION = 25.81' TRIANGULATION STATION DISK SET IN TOP OF CONCRETE POST STAMPING; ANGLETON 1931 LOCATED ABOUT 1 MILE SOUTHWEST OF ANGLETON ON LAND OWNED BY MR. JAMISON, 40 FEET NORTH EAST OF COUNTY ROAD 221, NEAR MAIN GATE TO HOMESITE.
 6. 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.
 7. 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 PLATING STATUTES AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
 8. 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.
 9. 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.
 10. 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.
 11. 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.
 12. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF THE RESERVES LOCATED ON THIS PLAT.

PRELIMINARY
 DARREL HEIDRICH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LAND SURVEYOR NO. 5378

**PRELIMINARY REPLAT
 ANGLETON PARK PLACE
 SECTION 2
 A 5.184 ACRE
 32 LOTS 2 BLOCKS SUBDIVISION**

BEING ALL OF
**RESIDENTIAL RESERVE "A"
 ANGLETON PARK PLACE
 SECTION 1
 AS RECORDED IN C.C.F.N.
 OF THE O.P.R.B.C.T.**

LOCATED IN THE
**E. WALLER SURVEY, ABSTRACT NO. 134
 CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS**

4005 Technology Drive, Suite 1530
 Angleton, TX 77515
 OFFICE: (979) 849-6681
 TBPLS NO. 10052500
 REG. NO. F-825

BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS

OWNERS:
 MIKE MORGAN
 1915 N 288B
 FREEPORT, TEXAS 77541

PROJECT: 14320
 DRAWING NO.: 14320 PRELIMINARY PLAT SEC 2
 SCALE: 1" = 40'
 DATE: 4/25/2023
 DRAWN BY: BT
 CHECK BY: DH

August 3, 2023

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

Re: On-Going Services
Angleton Park Place Section 2 Preliminary Replat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Construction plans shall be provided for review of the required public improvements for Angleton Park Place Section 2 prior to filing and approval of the Final Plat. .

HDR takes no objection to the proposed Angleton Park Place Section 2 Preliminary Replat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

FIELD NOTES FOR 5.184 ACRES
 DESCRIPTION OF A 5.184 ACRE TRACT OF LAND, LOCATED WITHIN EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BEING ALL OF THE RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE, SECTION 1, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 5.184 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 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER, BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING AN INTERIOR CORNER OF DRAINAGE RESERVE B, OF SAID ANGLETON PARK PLACE, SECTION 1;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 115.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF BAL TIC AVENUE, OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING FOR A TOTAL DISTANCE OF 175.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG A NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH R.O.W. LINE OF SAID BAL TIC AVENUE, A DISTANCE OF 12.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DRAINAGE RESERVE "E" OF SAID ANGLETON PARK PLACE, SECTION 1, PASSING AT A DISTANCE OF 210.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH R.O.W. LINE OF VERMONT AVENUE OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 270.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE SOUTH R.O.W. LINE OF SAID VERMONT AVENUE, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DETENTION RESERVE "F", OF SAID ANGLETON PARK PLACE, SECTION 1, FOR A TOTAL DISTANCE OF 385.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 87°09'17" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID DETENTION RESERVE "F", A DISTANCE OF 407.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 02°50'43" WEST, ALONG THE WEST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE EAST LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 560.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 395.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF AND CONTAINING 5.184 ACRES OF LAND, MORE OR LESS."

DEDICATION STATEMENT:
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT MIKE MORGAN, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS ANGLETON PARK PLACE SECTION 2, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON, THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER. FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

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.

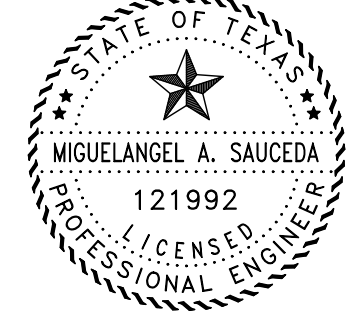
MIKE MORGAN
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MIKE MORGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:
 THAT I, MIGUEL ANGEL A. SAUCEDA, 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.

SIGNED:
 MIGUEL ANGEL A. SAUCEDA DATE _____
 PROFESSIONAL ENGINEER
 TEXAS REGISTRATION NO. 121992



DRAINAGE AND DETENTION EASEMENT
 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 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 LOTS 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, OR EROSION, OR 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.

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

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

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.
 THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS
BOARD MEMBER

BOARD MEMBER
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
CITY SECRETARY

APPROVED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JASON PEREZ, MAYOR
CITY SECRETARY

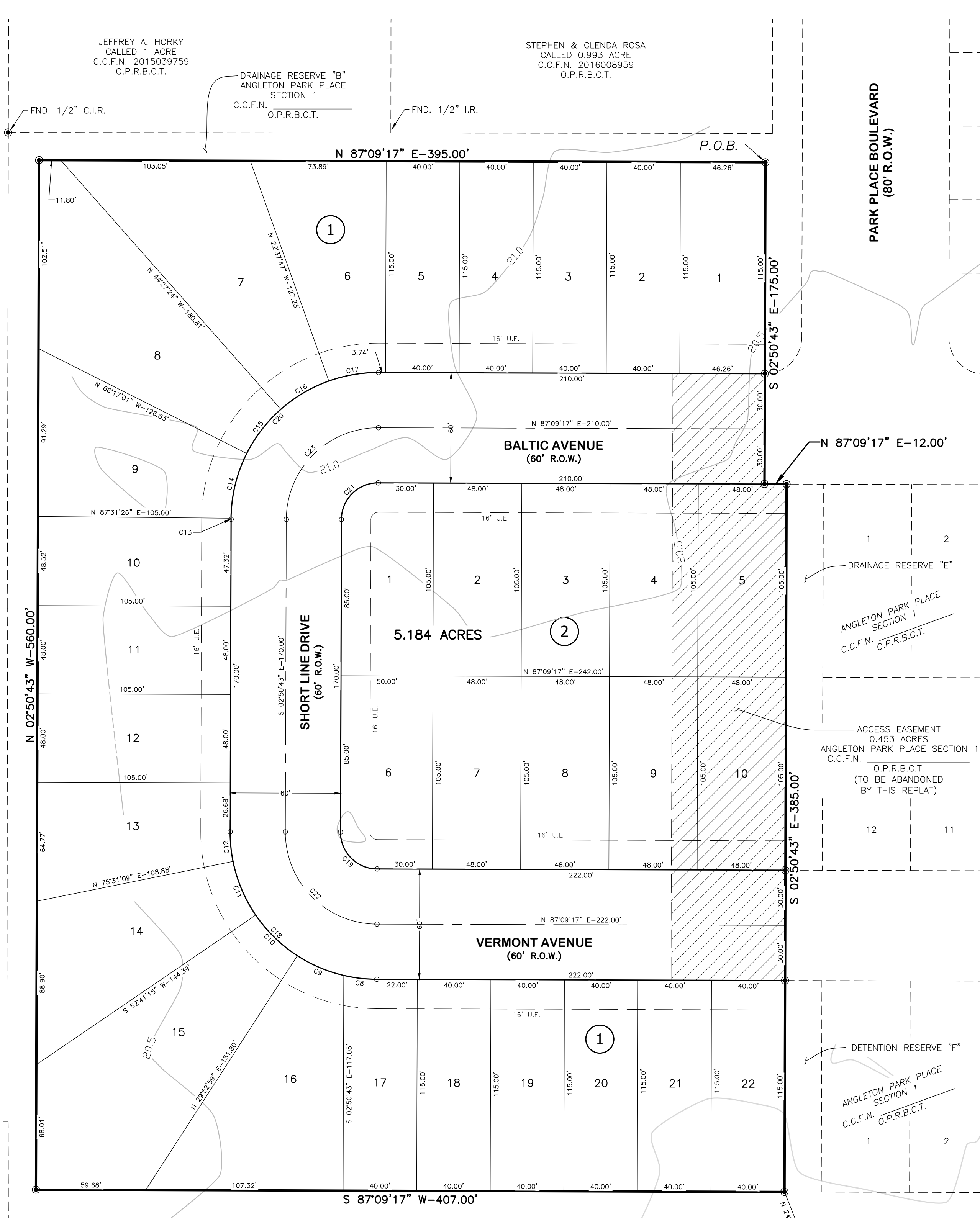
STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____, BY CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
 STATE OF TEXAS

JIMMY AND SHERI WOOD
 CALLED 1.11 ACRES
 C.C.F.N. 2016016983
 O.P.R.B.C.T.

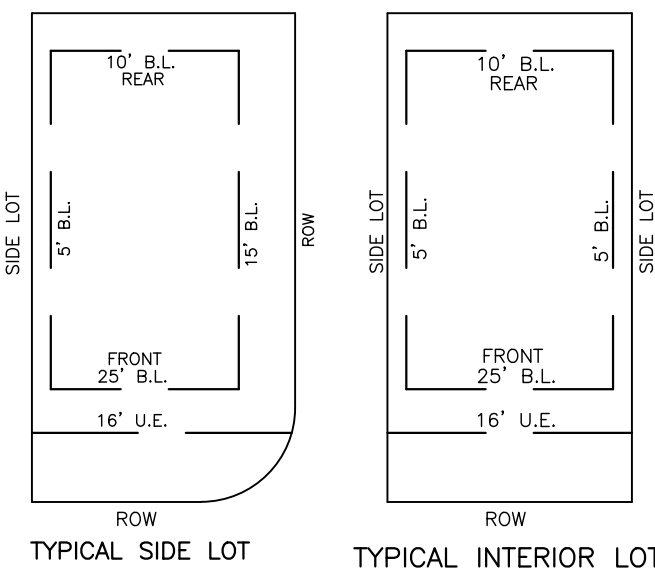
GUSTAVO AND ANA VASQUEZ
 CALLED 2.90 ACRES
 C.C.F.N. 2002010346
 O.P.R.B.C.T.

MICHAEL WAYNE VANHORN
 AND CHEREE RENEE SCHOLL
 CALLED 9.00 ACRES
 C.C.F.N. 2018015818
 O.P.R.B.C.T.



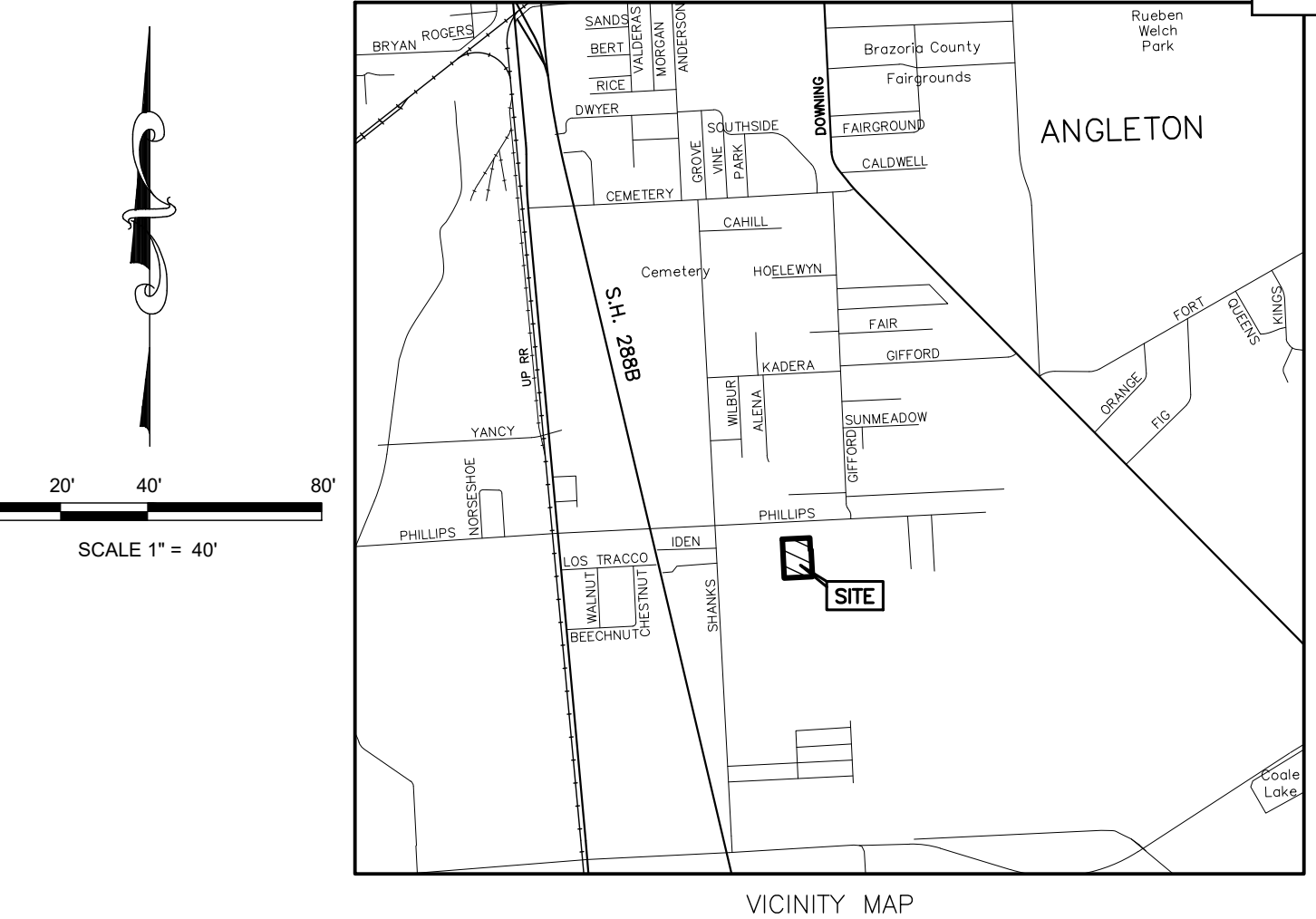
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C23	78.54'	50.00'	90°00'00"	S42°09'17"W

BLOCK 1		BLOCK 1		BLOCK 2	
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	5,320	12	5,040	1	5,164
2	4,600	13	5,675	2	5,040
3	4,600	14	6,948	3	5,040
4	4,600	15	10,836	4	5,040
5	4,600	16	8,309	5	5,040
6	6,165	17	4,612	6	5,164
7	8,829	18	4,600	7	5,040
8	9,414	19	4,600	8	5,040
9	6,982	20	4,600	9	5,040
10	5,059	21	4,600	10	5,040
11	5,040	22	4,600		



- LEGEND**
 O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
 D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY TEXAS
 P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY TEXAS
 C.C.F.N. = COUNTY CLERK'S FILE NUMBER
 FND = FOUND
 C.I.R. = CAPPED IRON ROD
 I.R. = IRON ROD
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R.O.W. = RIGHT-OF-WAY
 VOL. = VOLUME PAGE
 U.E. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 B.L. = BUILDING LINE
- SYMBOLS**
 ○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
 ● = FND 5/8" I.R. W/CAP "BAKER & LAWSON" (EXCEPT AS NOTED)
 ⊙ = SITE TBM

OWNER:
 MIKE MORGAN
 1915 N 288B
 FREEPORT, TEXAS 77541



- NOTES:**
1. THE PURPOSE OF THIS PLAT IS TO REPLAT RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE SECTION 1, AS RECORDED IN C.C.F.N. _____ OF THE O.P.R.B.C.T. INTO A 32 LOT, 2 BLOCK SUBDIVISION.
 2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
 3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
 4. FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48050445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, AND THAT MAP INDICATES THAT THE PROPERTY SURVEYED IS WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. 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.
 5. PROJECT BENCHMARK:
 ANGLETON = PUBLISHED ELEVATION = 25.81'
 TRIANGULATION STATION DISK SET IN TOP OF CONCRETE POST STAMPING; ANGLETON 1931 LOCATED ABOUT 1 MILE SOUTHWEST OF ANGLETON ON LAND OWNED BY MR. JAMISON, 40 FEET NORTH EAST OF COUNTY ROAD 221, NEAR MAIN GATE TO HOMESITE.

SITE TBM "B":
 A 60D NAIL IN EAST FACE OF A POWER POLE LOCATED ON NORTHWEST CORNER OF PROPERTY, ON SOUTH SIDE OF EAST PHILLIPS ROAD. ELEVATION = 22.73'

6. 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.
7. 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 PLATING STATUTES AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
8. 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.
9. 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.
10. 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.
11. 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.
12. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF THE RESERVES LOCATED ON THIS PLAT.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 KNOW ALL MEN BY THESE PRESENTS:
 THAT I, DARREL HEIDRICH, 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.

PRELIMINARY
 DARREL HEIDRICH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LAND SURVEYOR NO. 5378



**PRELIMINARY REPLAT
 ANGLETON PARK PLACE
 SECTION 2
 A 5.184 ACRE
 32 LOTS 2 BLOCKS SUBDIVISION**

BEING ALL OF
**RESIDENTIAL RESERVE "A"
 ANGLETON PARK PLACE
 SECTION 1
 AS RECORDED IN C.C.F.N.
 OF THE O.P.R.B.C.T.**

LOCATED IN THE
**E. WALLER SURVEY, ABSTRACT NO. 134
 CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS**

4005 Technology Drive, Suite 1530
 Angleton, TX 77515
 OFFICE: (979) 849-6681
 TBPLS NO. 10052500
 REG. NO. F-825

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS

PROJECT: 14320 SCALE: 1" = 40' DRAWN BY: BT
 DRAWING NO.: 14320 PRELIMINARY PLAT SEC 2 DATE: 4/25/2023 CHECK BY: DH

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

This Development Agreement (this "Agreement") is made and entered into by the City of Angleton, Texas (the "City"), a home-rule municipal corporation in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Angleton Park Place, LLC., a Texas limited liability company. ("Developer").

WHEREAS, Developer is the owner of certain Property containing 23.434 acres of land located within the corporate boundaries of the City, and more particularly described in **Exhibit "A"** attached and incorporated herein by reference (the "Property"); and

WHEREAS, Developer plans to develop the Property into a residential subdivision to be known as Angleton Park Place, which subdivision will consist of two phases as follows:

Phase 1, consisting of 17.720 acres of the Property subdivided into fifty (50) lots as depicted on the Final Plat of Angleton Park Place Section 1 attached hereto as **Exhibit "B"** and incorporated herein by reference ("Phase 1 Plat"); and

Phase 2, consisting of 5.714 acres of the Property subdivided into thirty-two (32) lots (both Phases are referred to as the "Project") as depicted on the Final Plat of Angleton Park Place Section 2 attached hereto as **Exhibit "C"** and incorporated herein by reference ("Phase 2 Plat"); and

WHEREAS, the Property is zoned district MH – Manufactured Home District; and

WHEREAS, the Developer, and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code,

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

Definitions

The terms "Agreement", "City", "Developer", "Angleton Park Place", "Project" shall have the meanings provided in the recitals above, however "Property" is further defined as a residential subdivision which will consist of a total of eighty-two (82) lots with fifty (50) lots developed on 17.720 acres of land ("Phase 1") and thirty-two (32) lots developed on 5.714 acres of land (Phase 2) as described in **Exhibits "A", "B", and "C"**. 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:

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, and LDC Sec. 23-32 per Equivalent Single-family Connection ("ESFC") platted to cover the capital costs incurred by the City and asrelated to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* ("LDC"), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

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

Utility Improvements means all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project.

Effective Date means the date of mutual execution or the date of the last execution by all necessary parties on this Agreement.

ARTICLE I Covenants

1.01 **Permitted Uses.** Uses in the Project shall be those permitted by the MH-Manufactured home zoning district Section 28-54 Angleton Code of Ordinances or its successors.

1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-six feet (36') or be more than two and one-half (2.5) stories tall.

1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat.

1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-54 MH, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

1.05 **Fees-in-Lieu.** The Developer agrees to pay City fees in lieu of dedication of park acres in the following amounts for Phase 1 and Phase 2 of the Project:

- a. Phase 1: Twenty-Eight Thousand Seven Hundred Fifty Dollars (\$28,750.00). The fee is calculated at the rate of fifty (50) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all fifty (50) residential lots prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.
- b. Phase 2: Eighteen Thousand Four Hundred Dollars (\$18,400.00). The fee is calculated at the rate of thirty-two (32) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all thirty-two (32)

residential lots prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

1.06 **CAF Fees.** Developer agrees to pay CAF fees. The CAF fees shall be in the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "D"** are TwoHundred ThreeThousand Four Hundred and Seven Dollars and 56/100 (\$203,407.56) and shall be paid to the City as set forth therein.

1.07 **Conduit.** Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

1.08 **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").

1.09 **Driveways.** Driveways should accommodate the required minimum 4 parking spaces at per lot to satisfy the required parking requirements for onsite and visitor/supplemental parking. Sidewalks path and surface shall not be obstructed from passage by vehicular parking overlap.

1.10 **Roofing.** Roofing design and materials shall comprise of pitched roofs with composition shingles

1.11 **Skirting.**

- a. All manufactured home units not attached to a permanent foundation shall provide skirting from the top of the unit's frame to grade. Skirting shall totally enclose and secure from view the unit's axles and all required anchors, footings, and piers.
- b. All required skirting shall be masonry or concrete, and shall be of a color similar to the materials used in the construction of the manufactured home unit such that it blends with the overall appearance of the unit.

1.12 **Fencing.** Perimeter fencing shall be provided by Developer in accordance with City ordinance 28.104(b). Subdivision Community or Perimeter fencing shall be provided and maintained by the Homeowners association for all lots abutting current improved streets or existing abutting residential properties within the city limits. All individual lots shall be provided with 6 foot wood private fencing in the rear yards otherwise.

1.13 **Conflict.** Notwithstanding the foregoing provisions of this section, in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

1.14 **Homeowner's Association.** Developer will create detailed Deed Restrictions and a property owner's association/homeowner's association ("HOA") that will enforce the Restrictions and provisions of this Agreement. 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, but is not obligated, to enforce 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, the deed restrictions, 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 homeowners' association, unless accepted by the city council.
- b. The articles of the homeowner's association shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the board of directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the board or the city.

1.15 Design Standards for Public Improvements. The Developer shall provide streets, drainage, utilities, parks and recreational facilities according to the Development Plan at Developer's sole cost. All facilities shall comply with the City's design criteria set forth in the Development Ordinances for such streets, paving, drainage, water, wastewater, and park improvements; and, shall be subject to the approval of the City Engineer, Planning Commission and City Council as provided in the Development Ordinance.

1.16 Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, 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 II **PROVISIONS FOR DESIGNATED MORTGAGEE**

2.01 Notice to Designated Mortgagee. Pursuant to Section 4.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

2.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 2.03 and Article II.

2.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer,

and (b) may change the Developer's address for notice pursuant to Section 5.05 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

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

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

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

If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Tract, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE III **PROVISIONS FOR DEVELOPER**

3.01 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.

3.02 Developer's Right to Continue Development. The City and the Developer hereby agree that, subject to Section 5.04 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of

Developer hereunder relative to the portion of the Tract acquired by such Persons, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, which such consent shall not be unreasonably delayed, conditioned, or withheld.

ARTICLE IV
MATERIAL BREACH, NOTICE AND REMEDIES

4.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

- a. The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.
- b. The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.
- c. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:
 1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;
 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;
 3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or
 4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Agreement shall provide the remedies for such default.

4.02 Notice of Developer's Default.

- a. The City shall notify the Developer and any mortgagee of all or any part of the

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

- b. The City shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.
- c. In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.
- d. If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

4.03 Notice of City's Default.

- a. The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
- b. The Developer shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.
- c. In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

- d. If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

4.04 Mediation. In the event the parties to this Agreement, cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating the mediation shall share the cost of the mediation equally.

4.05 Remedies.

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.
- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE V
ADDITIONAL TERMS

5.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 15 years from the date of execution.

5.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell

land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

- 5.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.
- 5.04 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 contract 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.
- 5.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City: City of Angleton
Chris Whittaker, City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

With copy to: J. Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024

Developer: Mike Morgan, Manager
Angleton Park Place, LLC
1915 N 288B
Freeport, Texas 77541

Mark Bonnen, Partner
 Angleton Park Place, LLC
 1915 N 288B
 Freeport, TX 77541

With copy to: Jason M. Cordoba, Attorney at Law
 85 Oak Drive, Suite 102
 Lake Jackson, Texas 77566

5.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

5.07 **INDEMNIFICATION.** DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

5.08 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.09 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

5.10 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

5.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

5.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

5.13 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

5.14 This Agreement is entered solely by and between and may be enforced only by and among the

parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

5.15 The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

5.16 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

5.17 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

5.18 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

5.19 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.20 **Effect of State and Federal Laws.** Notwithstanding any other provisions of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

5.21 **Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.

5.22 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

5.23 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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: _____

ATTEST

By: _____
Michelle Perez, City Secretary

Date: _____

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2023
by John Wright, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

ANGLETON PARK PLACE, LLC

By: _____

Daniel Michael Morgan, Jr., Manager

Date: _____

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2023 by Daniel Michael Morgan, Jr., on behalf of said entity.

Notary Public, State of Texas



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the revised preliminary plat of Ashland Section 1

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of the revision of Ashland Section 1 Preliminary Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. No development agreement is in place to establish standards for the Ashland Project. City Engineer comments are provided in Attachment 2. The subject property consists of 17.02 acres and has **58, 60' X 120' lots**, Four Reserves in Three Blocks.

Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

As the Commission is aware, there is no zoning or land use control in the ETJ except for that allowed by the Texas Local Government Code and the executed development agreement. Those regulations that the LGC permits the City to extend into the ETJ are the subdivision regulations (Chapter 23 Land Development Code) and sign regulations. As such there is no City regulation of lot size, setbacks, maximum height, etc., except as detailed in a development agreement.

RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING

ANGUST 3, 2023

ROLL CALL:

Present were:

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend, Commission Member Henry Munson, and Commission Member Regina Bieri.

Absent were:

Commission Member Ellen Eby, Commission Member Shawn Hogan.

1. **Approval of the July 6, 2023 minutes for the Planning and Zoning Commission meeting.**

Motion was made by Commission Member Henry Munson; Seconded by Commission Member Deborah Spoor.

Action: (5-0 Aye-Vote), The minutes were **unanimously approved**.

REGULAR AGENDA

Agenda Item #5:

Ms. Kandice Haseloff-Bunker, Development Coordinator presented the Staff Summary findings noting that this is a proposed 17.02-acre section within the Ashland Development, which will have 58 lots that are 60 foot, within the ETJ, where the city doesn't have zoning but it falls under an executed development agreement with the city, where they agreed that to have a minimum percentage of 10% of this lot category (60 foot lots); which is in compliance with the development agreement.

The City Engineer has reviewed and cleared all the comments and we are staff is recommending approval.

The concept plan was displayed showing Section 1.

Chair Bill Garwood recognized Mr. David Spoor, Chairman of Angleton Drainage District who gave comments: We have an agreement with the city that all drainage project and new development supposed to come in from the drainage district and be approved, but we do not have an agreement with the Developer now. We're working with the developer and they're good to work with, but we do not have any approval for their drainage, which is outside it of our district, but they still have to drain into our ditch.

DS Director Otis Spriggs added that the SPA, Strategic Partnership Agreement is another agreement that was a result of the approved development agreement. The development agreement is the guiding document for the public improvements and any plans and plats

that have been approved are subject to the stipulations of the development agreement or any other agency have jurisdiction such as TxDot, Brazoria County Drainage, etc.

DS Director Otis Spriggs stated that for the purposes of the recommendation, we're asking for a positive recommendation of the preliminary plats, subject to any outstanding comments by the city engineer and any agency approvals having jurisdiction such as TxDot, the Angleton Drainage District, Brazoria County Drainage.

Mr. David Spoor added that what we're really fighting now is time, and once this is approved, we got "X" number of days to get this worked or it is automatically approved.

DS Director Otis Spriggs agreed on the 30-day time clock requirements and added that for all of the previously approved plats approved a month ago, the applicant signed a 30 day waiver letter waiving the limitation. This can be offered by the applicant when the time to review is expected to take longer. That would protect the City from any automatic approvals.

Commission Member Michelle Townsend asked about the differences in the Concept Plan presented.

DS Director Otis Spriggs explained that as part of Sections 1 &2, there is a decrease in the number of lots.

Ms. Caitlin King, META, confirmed yes, noting that there were further market studies in a few areas which were identified as good places for commercial such as Section 1 were a small chunk is removed for future commercial development; those are separated out because commercial tends to lag behind the residential.

Commission Action:

Commission Member Michelle Townsend made a motion to approve the proposed Ashland Section 1 Preliminary Plat, subject to an agreement and approval with the Angleton Drainage District and any other agency have jurisdiction over this plat, and we forward it to the City Council for final consideration and action, as they deem appropriate. Motion was seconded by Commission Member Regina Bieri.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor-Aye, Commission Member Michelle Townsend- Aye; and Commission Member Henry Munson-Aye; Commission Member Regina Bieri- Aye.

Action: (5-0 Vote): Section 1 Preliminary Plat was approved unanimously.

Note that the Development Agreement has been executed with the City for this development. Per the executed Development Agreement (6/6/2023), the developer may develop the residential sections to any residential lot size without limitation subject to the terms of and lot sizes set out below. The developer has agreed to develop traditional single-family lots in at least three different lot sizes as set out in the table below, and the lot sizes for traditional single-family homes will not include any lot size smaller than fifty (50) feet. The developer will also develop lots for Non-Traditional Homes to provide an additional mix of product types within the community, for which the fifty (50) foot lot minimum does not apply. The developer agrees that the mix of housing product at ultimate build out will meet the following:

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

Staff concludes that Section 1 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the plat and submitted textual comments which have all been cleared by the applicant in the plat attachments.

Recommendation. The planning and zoning commission and staff recommend approval of the proposed Section 1, Preliminary Plat and forwards this application to city council for final consideration and appropriate action.

July 28, 2023

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

Re: ASHLAND SECTION 1

Dear Otis,

On behalf of Anchor Holdings, LLC, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated July 7, 2023, for the above referenced plat.

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes verification no additional right-of-way is required for FM 521.
Response: Per our engineering team, no additional ROW dedication is required for FM 521.
2. Provide a note on the plat to restrict driveway access to FM 521 and Ashland Blvd.
Response: This note has been added. Please see updated plat.
3. Note 13: Verify FIRM states incorporated however area on the map shows as unincorporated areas.
Response: Per our engineering team, note 13 is correct as shown.
4. Show bearing from commencement point to monument on plat drawing.
Response: The point of commencement has been added. Please see updated plat.
5. Recommend masking text or adjust line weight of contours for clarity.
Response: Contours have been updated to allow for clarity. Please see updated plat.
6. Verify and update reference location of knuckle radius (Typical).
Response: The reference location of the knuckle radius has been updated. Please see updated plat.
7. Label contours on the plat where missing.
Response: Contours have been labeled. Please see updated plat.
8. Verify and update restricted reserve "A" to be shown outside of this plat. Update reference accordingly on plat.
Response: Reserve A has been updated to be consistent with the final plat. Please see updated plat.

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

Sincerely,



Caitlin King
Enclosure

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 1, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

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

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steven Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

William A.C. McAshon, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Notary Public
State of Texas

GENERAL NOTE:

- "B.L." INDICATES BUILDING LINE.
- "U.E." INDICATES UTILITY EASEMENT.
- "1' RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and vest in the dedicator, his heirs assigns, or successors.
- ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 48545B, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82. CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER. LOTS BACKING OR SIDING ON FM 521 OR ASHLAND BLVD ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREETS.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 17.02 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings, MP, LLC by Special Warranty Deed recorded in Clerk's File No. 032185345 of the Official Public Records of Brazoria County (OPRC), said 17.02 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 03-008056 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201;

THENCE, South 14°02'37" West, along the east line of said F.M. Highway 521, 2702.30 feet to the POINT OF BEGINNING of the herein described subject tract;

THENCE, over and across said 469.08 acre tract the following twenty three (23) courses and distances:

- South 75°57'23" East, 214.37 feet to a point for corner;
- North 14°02'37" East, 27.67 feet to a point for corner;
- South 76°48'30" East, 59.87 feet to a point for corner;
- South 79°40'46" East, 59.08 feet to a point for corner;
- South 83°34'43" East, 117.91 feet to a point for corner;
- North 89°09'01" East, 117.69 feet to a point for corner;
- North 84°32'11" East, 117.51 feet to a point for corner;
- North 81°08'49" East, 60.84 feet to a point for corner;
- North 82°25'29" East, 115.20 feet to a point for corner;
- North 67°42'34" East, 47.25 feet to a point for corner;
- South 22°17'26" East, 18.96 feet to a point for corner marking the beginning of a tangent curve to the right;
- Along the arc of said tangent curve to the right, having a radius of 3465.00 feet, a central angle of 23°53'11", an arc length of 630.97 feet, and a long chord bearing South 10°20'36" East, with a chord length of 606.55 feet to a point for corner marking the beginning of a compound curve to the right;
- Along the arc of said compound curve to the right, having a radius of 715.00 feet, a central angle of 17°23'49", an arc length of 217.80 feet, and a long chord bearing South 10°18'10" West, with a chord length of 216.27 feet to a point for corner marking the beginning of a compound curve to the right;
- Along the arc of said compound curve to the right, having a radius of 500.00 feet, a central angle of 17°32'37", an arc length of 153.30 feet, and a long chord bearing South 27°46'22" West, with a chord length of 152.50 feet to a point for corner;
- South 36°32'41" West, 142.60 feet to a point for corner marking the beginning of a tangent curve to the right;
- Along the arc of said tangent curve to the right, having a radius of 30.00 feet, a central angle of 92°14'59", an arc length of 48.30 feet, and a long chord bearing South 82°40'10" West, with a chord length of 43.25 feet to a point for corner marking the beginning of a compound curve to the right;
- Along the arc of said compound curve to the right, having a radius of 1940.00 feet, a central angle of 02°09'36", an arc length of 68.06 feet, and a long chord bearing North 50°12'02" West, with a chord length of 68.05 feet to a point for corner;
- North 49°11'44" West, 142.96 feet to a point for corner marking the beginning of a tangent curve to the left;
- Along the arc of said tangent curve to the left, having a radius of 2060.00 feet, a central angle of 08°50'10", an arc length of 317.69 feet, and a long chord bearing North 53°36'49" West, with a chord length of 317.38 feet to a point for corner;
- North 01°53'19" West, 311.02 feet to a point for corner;
- North 14°45'48" West, 51.62 feet to a point for corner;
- North 71°59'47" West, 560.11 feet to a point for corner in the east line of said F.M. Highway 521;

THENCE, North 14°02'37" East, 324.05 feet, along the east line of said F.M. Highway 521, to the POINT OF BEGINNING, CONTAINING 17.02 acres of land in Brazoria County, Texas.

LEGEND:

- "B.L." INDICATES BUILDING LINE.
- "U.E." INDICATES UTILITY EASEMENT.
- "AC." INDICATES ACREAGE.
- "R.O.W." INDICATES RIGHT-OF-WAY.
- "P.O.B." INDICATES POINT OF BEGINNING.
- "FND" INDICATES FOUND.
- "IP" INDICATES IRON PIPE.
- "IR" INDICATES IRON ROD.
- "VOL." INDICATES VOLUME.
- "PG." INDICATES PAGE.
- "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
- "NO." INDICATES NUMBER.
- "CT." INDICATES COURT.
- "DR." INDICATES DRIVE.
- "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
- "S" INDICATES STREET NAME CHANGE.
- "B" INDICATES BLOCK NUMBER.
- "A" INDICATES RESERVE NUMBER.
- "55R." INDICATES 65' CUL-D-SAC RADIUS.

ASHLAND SECTION ONE

BEING 17.02 ACRES OF LAND CONTAINING 58 LOTS (60' X 120' TYP.) AND FOUR RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

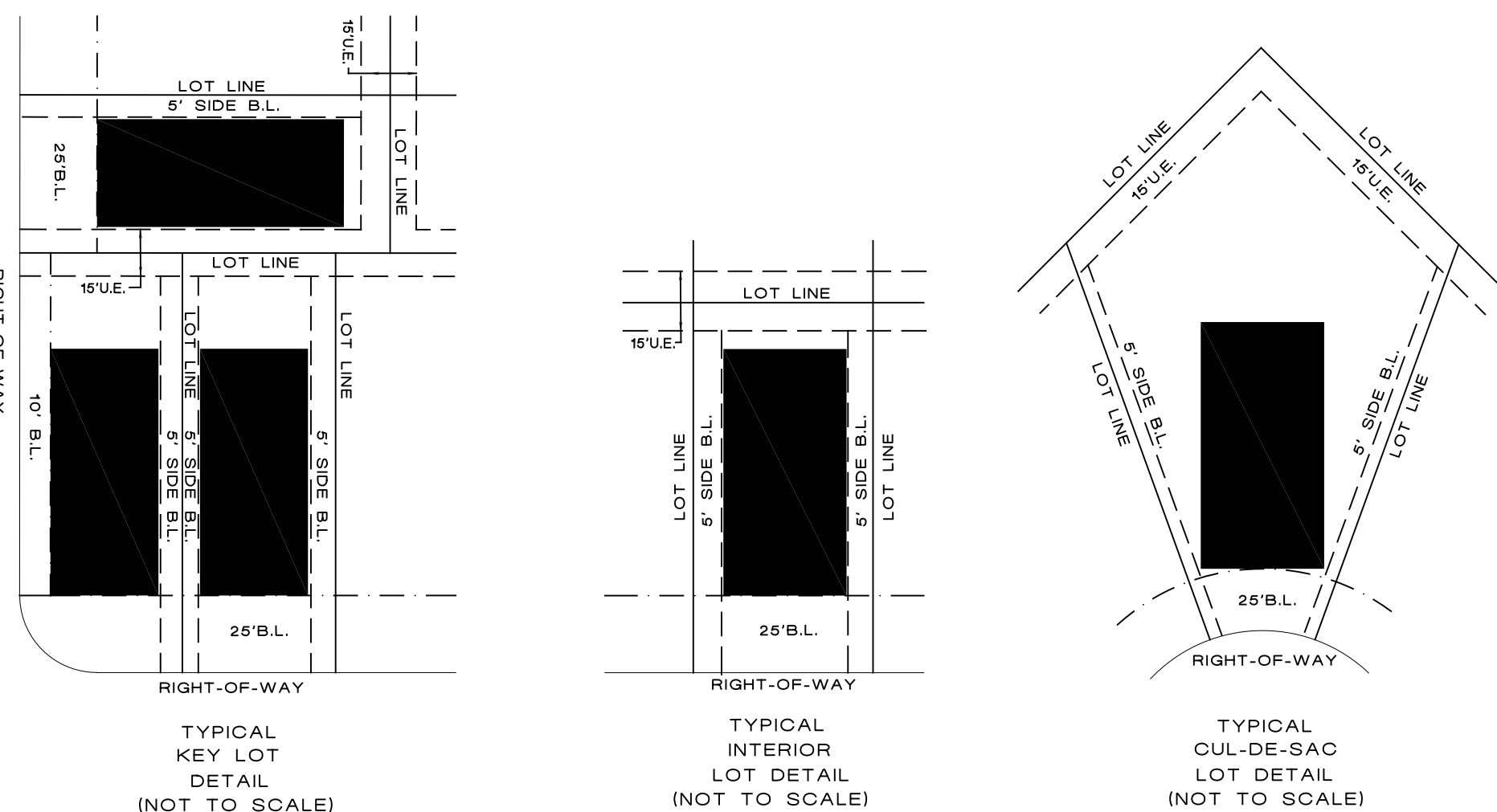
ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

PLANNER:

META
PLANNING + DESIGN

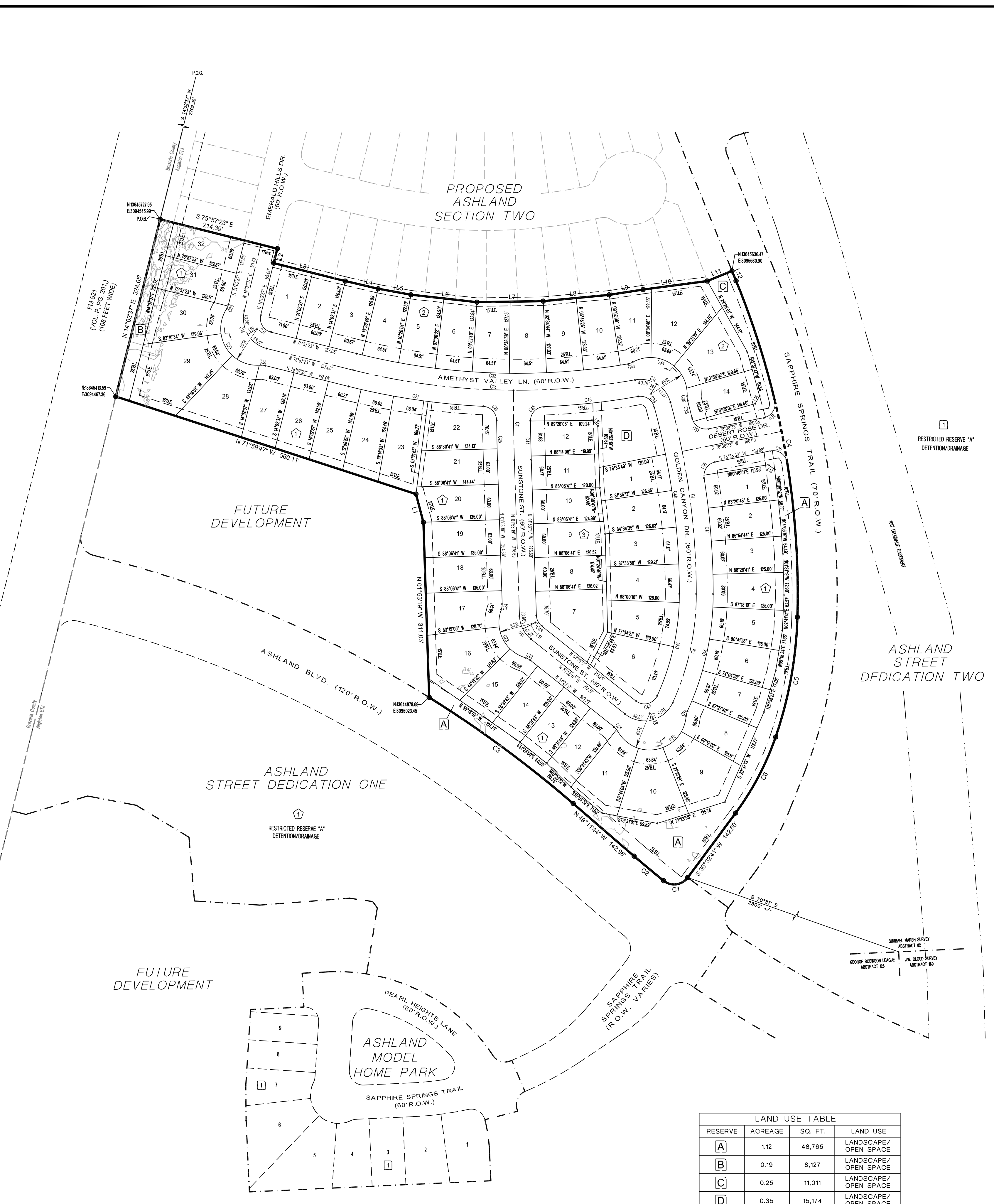
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422



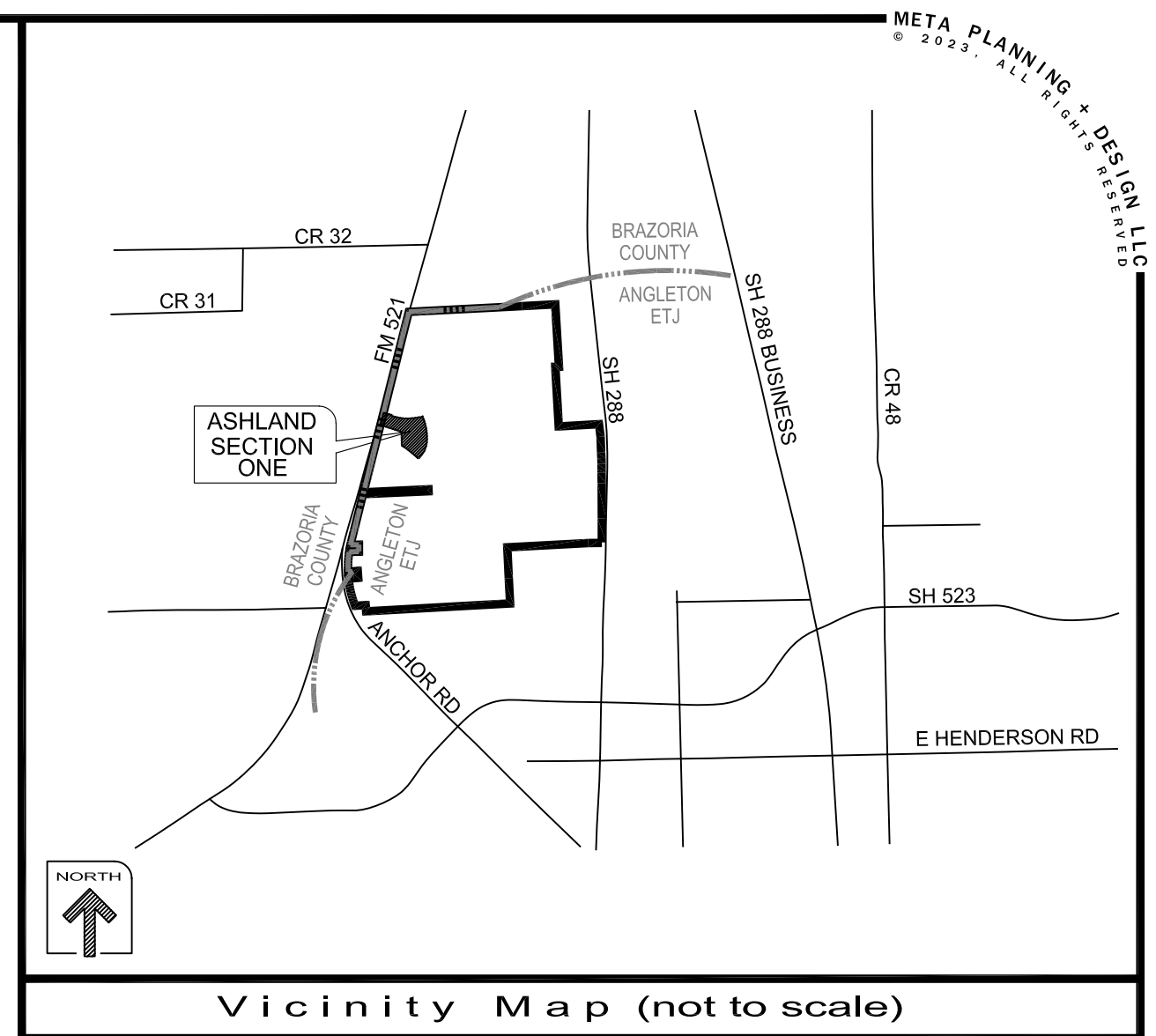
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	92°14'59"	48.30'	S 82°40'10" W	43.25'
C2	1940.00'	02°00'36"	68.06'	N 50°12'02" W	68.05'
C3	2060.00'	08°50'10"	317.69'	N 53°36'49" W	317.38'
C4	1465.00'	23°53'41"	610.97'	S 10°20'36" E	606.55'
C5	715.00'	17°23'49"	217.10'	S 10°18'10" W	216.27'
C6	500.00'	17°32'37"	153.10'	S 27°46'22" W	152.50'
C7	1285.00'	15°21'37"	344.49'	S 07°41'00" E	343.46'
C8	465.00'	24°31'56"	199.10'	S 12°15'46" W	197.58'
C9	55.00'	103°59'59"	99.83'	S 78°31'44" W	86.68'
C10	55.00'	49°34'58"	47.60'	N 26°40'48" W	46.12'
C11	3000.00'	02°22'16"	124.15'	S 00°42'11" E	124.14'
C12	55.00'	84°42'58"	81.32'	S 57°43'18" E	74.11'
C13	1200.00'	24°07'24"	505.24'	N 88°01'05" W	501.52'
C14	55.00'	90°00'00"	66.39'	S 30°57'23" E	77.78'
C15	25.00'	92°11'22"	40.23'	S 55°15'46" E	36.02'
C16	25.00'	87°38'52"	38.24'	S 34°49'07" W	34.62'
C17	1315.00'	09°00'07"	206.60'	S 04°30'15" E	206.39'
C18	495.00'	24°50'25"	214.61'	S 12°25'01" W	212.93'
C19	25.00'	20°44'45"	9.05'	N 14°27'51" E	9.00'
C20	65.00'	147°11'04"	166.98'	S 77°41'00" W	124.71'
C21	25.00'	22°44'49"	9.93'	S 40°05'53" E	9.86'
C22	25.00'	22°44'49"	9.93'	N 62°50'41" W	9.86'
C23	65.00'	95°04'36"	107.86'	N 26°40'48" W	95.90'
C24	25.00'	22°44'49"	9.93'	S 09°29'06" W	9.86'
C25	3030.00'	01°21'29"	71.83'	S 01°12'34" E	71.82'
C26	25.00'	86°41'32"	37.83'	N 43°52'35" W	34.32'
C27	1230.00'	11°15'59"	241.86'	N 81°35'22" W	241.47'
C28	25.00'	19°11'17"	8.37'	S 85°33'01" E	8.33'
C29	65.00'	128°22'35"	145.64'	N 30°57'23" W	117.03'
C30	25.00'	19°11'17"	8.37'	N 23°38'16" E	8.33'
C31	25.00'	90°00'00"	39.27'	S 30°57'23" E	35.36'
C32	1170.00'	23°44'47"	484.91'	S 87°49'46" E	481.44'
C33	25.00'	19°54'54"	8.69'	S 70°20'24" W	8.65'
C34	65.00'	123°03'19"	139.60'	S 58°05'24" E	114.28'
C35	25.00'	18°32'43"	8.09'	S 05°50'06" E	8.06'
C36	1315.00'	01°23'52"	32.08'	S 14°24'32" E	32.08'
C37	25.00'	87°38'52"	38.24'	S 57°32'01" E	34.62'
C38	25.00'	92°11'18"	40.22'	N 32°32'54" E	36.02'
C39	25.00'	84°42'58"	36.96'	N 57°43'18" W	33.69'
C40	1255.00'	15°21'37"	336.45'	S 07°41'00" E	335.44'
C41	435.00'	24°31'56"	186.25'	S 12°15'46" W	184.83'
C42	25.00'	103°59'59"	45.38'	S 78°31'44" W	39.40'
C43	25.00'	49°34'58"	21.63'	S 26°40'48" E	20.97'
C44	2970.00'	01°19'42"	68.86'	N 01°13'28" W	68.86'
C45	25.00'	88°18'48"	38.53'	N 43°35'48" E	34.83'
C46	1230.00'	07°49'59"	168.15'	N 83°50'13" E	168.02'

LINE	DISTANCE	BEARING
L1	51.62'	N 14°45'48" W
L2	26.43'	N 14°02'37" E
L3	131.00'	S 75°57'23" E
L4	59.87'	S 76°48'30" E
L5	59.08'	N 79°40'46" W
L6	117.91'	S 83°34'43" E
L7	117.69'	N 89°09'01" E
L8	117.51'	N 84°32'11" E
L9	60.84'	S 81°08'49" W
L10	115.20'	N 82°25'29" E
L11	47.24'	N 67°42'34" E
L12	18.97'	N 22°17'26" W
L13	13.82'	N 52°56'11" W
L14	15.66'	N 29°31'51" E
L15	14.30'	S 46°13'37" E
L16	12.23'	N 12°19'48" W
L17	25.26'	S 63°19'12" W
L18	21.17'	S 31°45'10" W
L19	19.64'	N 59°02'37" E

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



RESERVE	ACREAGE	SQ. FT.	LAND USE
A	1.12	48,765	LANDSCAPE/ OPEN SPACE
B	0.19	8,127	LANDSCAPE/ OPEN SPACE
C	0.25	11,011	LANDSCAPE/ OPEN SPACE
D	0.35	15,174	LANDSCAPE/ OPEN SPACE



LOT NO	LOT AREA SQ. FT.	LOT NO	LOT AREA SQ. FT.	LOT NO	LOT AREA SQ. FT.
LOT 1	7,690	LOT 11	8,385	LOT 21	7,720
LOT 2	7,718	LOT 12	7,200	LOT 22	7,880
LOT 3	7,718	LOT 13	7,271	LOT 23	7,965
LOT 4	7,858	LOT 14	7,621	LOT 24	8,195
LOT 5	8,070	LOT 15	7,741	LOT 25	8,486
LOT 6	8,070	LOT 16	7,782	LOT 26	11,760
LOT 7	8,082	LOT 17	7,848	LOT 27	12,146
LOT 8	7,997	LOT 18	7,939	LOT 28	7,576
LOT 9	11,493	LOT 19	7,974	LOT 29	7,583
LOT 10	10,987	LOT 20	7,953	LOT 30	7,349
LOT 11	9,528	LOT 21	8,121	LOT 31	7,211
LOT 12	7,691	LOT 22	12,813	LOT 32	7,246
LOT 13	7,499	LOT 23	10,379		
LOT 14	7,620	LOT 24	7,390		
LOT 15	8,152				
LOT 16	12,369				
LOT 17	9,159				
LOT 18	8,605				
LOT 19	8,605				
LOT 20	8,927				
LOT 21	8,816				
LOT 22	10,127				
LOT 23	10,513				
LOT 24	9,392				
LOT 25	8,839				
LOT 26	8,840				
LOT 27	8,557				
LOT 28	11,351				
LOT 29	16,612				
LOT 30	9,724				
LOT 31	7,762				
LOT 32	7,762				

ASHLAND SECTION ONE

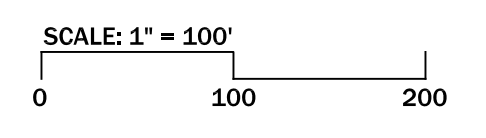
BEING 17.02 ACRES OF LAND CONTAINING 58 LOTS (60' X 120' TYP.) AND FOUR RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS
 OWNER: ANCHOR HOLDINGS MP LLC
 101 PARKLANE BOULEVARD, SUITE 102
 SUGAR LAND, TEXAS 77478

ENGINEER: QUIDDITY ENGINEERING, LLC
 6330 W LOOP S, SUITE 150
 BELLAIRE, TEXAS 77401
 (713)-777-5337

SURVEYOR: QUIDDITY ENGINEERING, LLC
 6330 W LOOP S, SUITE 150
 BELLAIRE, TEXAS 77401
 TBPLS FIRM REGISTRATION No. 10046104

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



August 2, 2023

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

Re: On-Going Services
Ashland Section 1 Preliminary Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Construction plans shall be provided for review of the required public improvements for Ashland Section 1 prior to filing and approval of the Final Plat. Additionally, offsite/adjacent public improvements to service Ashland Section One shall be completed prior to approval of the Final Plat.

HDR takes no objection to the proposed Ashland Section 1 Preliminary Plat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 1, 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 solid easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

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

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steven Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

William A.C. McCash, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Notary Public
State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "1' RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and vest in the dedicant, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- 13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 48545B, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) ● PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- 17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.
- 18.) LOTS BACKING OR SIDING ON FM 521 OR ASHLAND BLVD ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREETS.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 17.02 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 032185345 of the Official Public Records of Brazoria County (OPRC), said 17.02 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 03-008056 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201;

THENCE, South 14°02'37" West, along the east line of said F.M. Highway 521, 2702.30 feet to the POINT OF BEGINNING of the herein described subject tract;

THENCE, over and across said 469.08 acre tract the following twenty three (23) courses and distances:

1. South 75°57'23" East, 214.37 feet to a point for corner;
2. North 14°02'37" East, 27.67 feet to a point for corner;
3. South 76°48'30" East, 59.87 feet to a point for corner;
4. South 79°40'46" East, 59.08 feet to a point for corner;
5. South 83°34'43" East, 117.91 feet to a point for corner;
6. North 89°09'01" East, 117.69 feet to a point for corner;
7. North 84°32'11" East, 117.51 feet to a point for corner;
8. North 81°08'49" East, 60.84 feet to a point for corner;
9. North 82°25'29" East, 115.20 feet to a point for corner;
10. North 67°42'34" East, 47.25 feet to a point for corner;
11. South 22°17'26" East, 18.96 feet to a point for corner marking the beginning of a tangent curve to the right;
12. Along the arc of said tangent curve to the right, having a radius of 3465.00 feet, a central angle of 23°53'11", an arc length of 610.97 feet, and a long chord bearing South 10°20'36" East, with a chord length of 606.55 feet to a point for corner marking the beginning of a compound curve to the right;
13. Along the arc of said compound curve to the right, having a radius of 715.00 feet, a central angle of 17°32'37", an arc length of 217.80 feet, and a long chord bearing South 10°20'36" West, with a chord length of 216.27 feet to a point for corner marking the beginning of a compound curve to the right;
14. Along the arc of said compound curve to the right, having a radius of 500.00 feet, a central angle of 17°32'37", an arc length of 153.10 feet, and a long chord bearing South 27°46'22" West, with a chord length of 152.50 feet to a point for corner;
15. South 36°32'41" West, 142.60 feet to a point for corner marking the beginning of a tangent curve to the right;
16. Along the arc of said tangent curve to the right, having a radius of 30.00 feet, a central angle of 92°14'59", an arc length of 48.30 feet, and a long chord bearing South 82°40'10" West, with a chord length of 43.25 feet to a point for corner marking the beginning of a compound curve to the right;
17. Along the arc of said compound curve to the right, having a radius of 1940.00 feet, a central angle of 02°09'36", an arc length of 68.06 feet, and a long chord bearing North 50°12'02" West, with a chord length of 68.05 feet to a point for corner;
18. North 49°11'44" West, 142.96 feet to a point for corner marking the beginning of a tangent curve to the left;
19. Along the arc of said tangent curve to the left, having a radius of 2060.00 feet, a central angle of 08°50'10", an arc length of 317.69 feet, and a long chord bearing North 53°36'49" West, with a chord length of 317.38 feet to a point for corner;
20. North 01°53'19" West, 311.02 feet to a point for corner;
21. North 14°45'48" West, 51.62 feet to a point for corner;
22. North 71°59'47" West, 560.11 feet to a point for corner in the east line of said F.M. Highway 521;

THENCE, North 14°02'37" East, 324.05 feet, along the east line of said F.M. Highway 521, to the POINT OF BEGINNING, CONTAINING 17.02 acres of land in Brazoria County, Texas.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "AC." INDICATES ACREAGE.
- 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 5.) "P.O.B." INDICATES POINT OF BEGINNING.
- 6.) "FND" INDICATES FOUND.
- 7.) "IP" INDICATES IRON PIPE.
- 8.) "IR" INDICATES IRON ROD.
- 9.) "VOL." INDICATES VOLUME.
- 10.) "PG." INDICATES PAGE.
- 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
- 12.) "NO." INDICATES NUMBER.
- 13.) "CT." INDICATES COURT.
- 14.) "DR." INDICATES DRIVE.
- 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
- 16.) "└─┘" INDICATES STREET NAME CHANGE.
- 17.) "Ⓚ" INDICATES BLOCK NUMBER.
- 18.) "Ⓐ" INDICATES RESERVE NUMBER.
- 19.) "55B.L." INDICATES 65' CUL-D-SAC RADIUS.

ASHLAND SECTION ONE

BEING 17.02 ACRES OF LAND CONTAINING 58 LOTS (60' X 120' TYP.) AND FOUR RESERVES IN THREE BLOCKS.

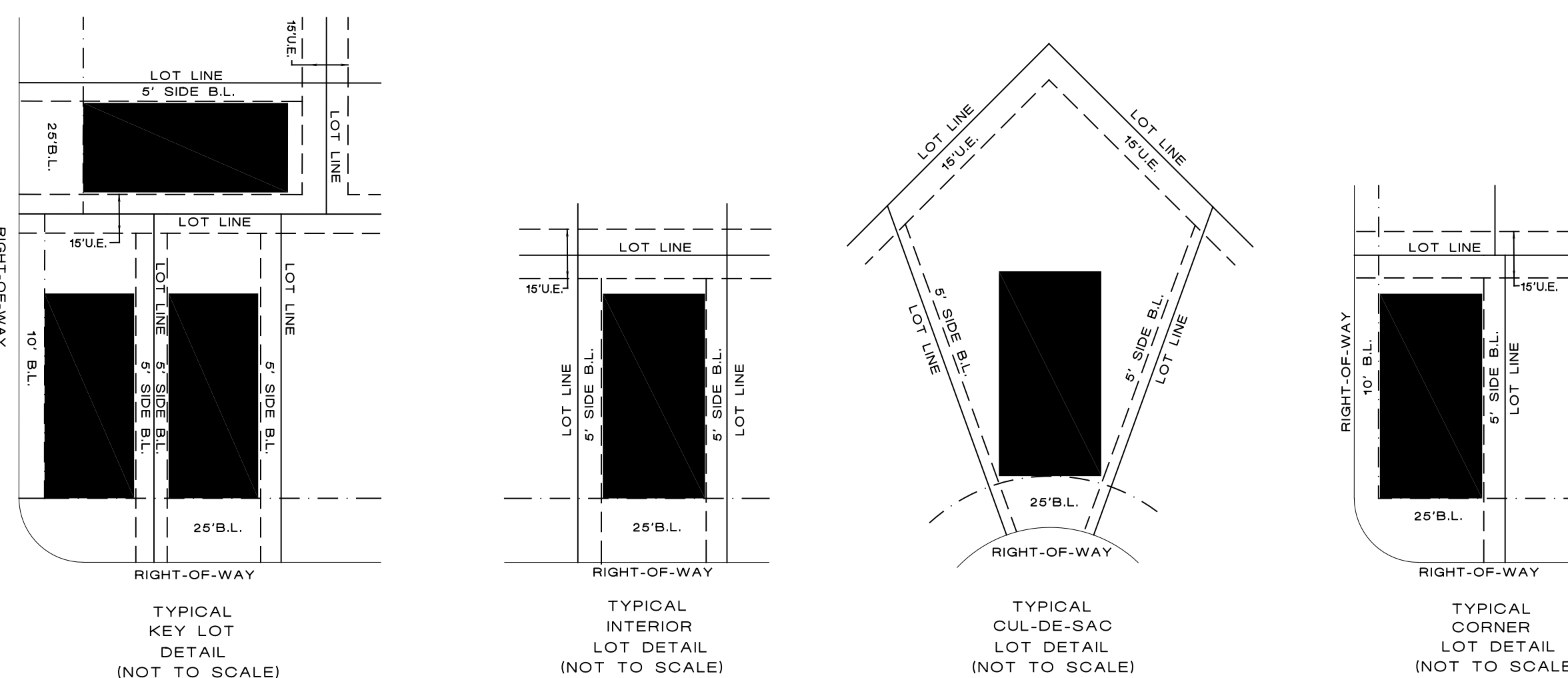
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

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

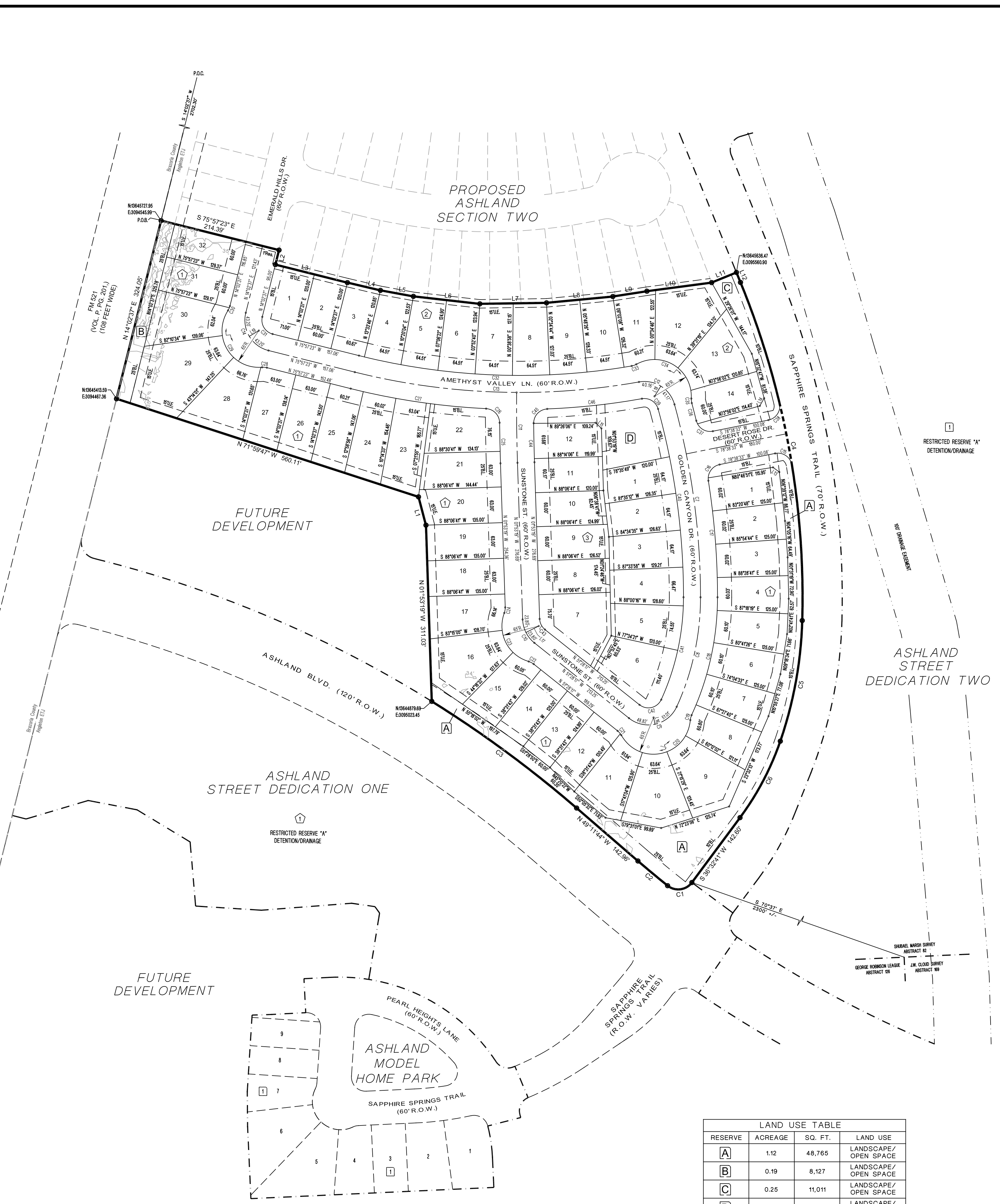


CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	92°14'59"	48.30'	S 82°40'10" W	43.25'
C2	1940.00'	02°00'36"	68.06'	N 50°12'02" W	68.05'
C3	2060.00'	08°50'10"	317.69'	N 53°36'49" W	317.38'
C4	1465.00'	23°53'41"	610.97'	S 10°20'36" E	606.55'
C5	715.00'	17°23'49"	217.10'	S 10°18'10" W	216.27'
C6	500.00'	17°32'37"	153.10'	S 27°46'22" W	152.50'
C7	1285.00'	15°21'37"	344.49'	S 07°41'00" E	343.46'
C8	465.00'	24°31'56"	199.10'	S 12°15'46" W	197.58'
C9	55.00'	103°59'59"	99.83'	S 78°31'44" W	86.68'
C10	55.00'	49°34'58"	47.60'	N 26°40'48" W	46.12'
C11	3000.00'	02°22'16"	124.15'	S 00°42'11" E	124.14'
C12	55.00'	84°42'58"	81.32'	S 57°43'18" E	74.11'
C13	1200.00'	24°07'24"	505.24'	N 88°01'05" W	501.52'
C14	55.00'	90°00'00"	66.39'	S 30°57'23" E	77.78'
C15	25.00'	92°11'22"	40.23'	S 55°15'46" E	36.02'
C16	25.00'	87°38'52"	38.24'	S 34°49'07" W	34.62'
C17	1315.00'	09°00'07"	206.60'	S 04°30'15" E	206.39'
C18	495.00'	24°50'25"	214.61'	S 12°25'01" W	212.93'
C19	25.00'	20°44'45"	9.05'	N 14°27'51" E	9.00'
C20	65.00'	147°11'04"	166.98'	S 77°41'00" W	124.71'
C21	25.00'	22°44'49"	9.93'	S 40°05'53" E	9.86'
C22	25.00'	22°44'49"	9.93'	N 62°50'41" W	9.86'
C23	65.00'	95°04'36"	107.86'	N 26°40'48" W	95.90'
C24	25.00'	22°44'49"	9.93'	S 09°29'06" W	9.86'
C25	3030.00'	01°21'29"	71.83'	S 01°12'34" E	71.82'
C26	25.00'	86°41'32"	37.83'	N 43°52'35" W	34.32'
C27	1230.00'	11°15'59"	241.86'	N 81°35'22" W	241.47'
C28	25.00'	19°11'17"	8.37'	S 85°33'01" E	8.33'
C29	65.00'	128°22'35"	145.64'	N 30°57'23" W	117.03'
C30	25.00'	19°11'17"	8.37'	N 23°38'16" E	8.33'
C31	25.00'	90°00'00"	39.27'	S 30°57'23" E	35.36'
C32	1170.00'	23°44'47"	484.91'	S 87°49'46" E	481.44'
C33	25.00'	19°54'54"	8.69'	S 70°20'24" W	8.65'
C34	65.00'	123°03'19"	139.60'	S 58°05'24" E	114.28'
C35	25.00'	18°32'43"	8.09'	S 05°50'06" E	8.06'
C36	1315.00'	01°23'52"	32.08'	S 14°24'32" E	32.08'
C37	25.00'	87°38'52"	38.24'	S 57°32'01" E	34.62'
C38	25.00'	92°11'18"	40.22'	N 32°32'54" E	36.02'
C39	25.00'	84°42'58"	36.96'	N 57°43'18" W	33.69'
C40	1255.00'	15°21'37"	336.45'	S 07°41'00" E	335.44'
C41	435.00'	24°31'56"	186.25'	S 12°15'46" W	184.83'
C42	25.00'	103°59'59"	45.38'	S 78°31'44" W	39.40'
C43	25.00'	49°34'58"	21.63'	S 26°40'48" E	20.97'
C44	2970.00'	01°19'42"	68.86'	N 01°13'28" W	68.86'
C45	25.00'	88°18'48"	38.53'	N 43°35'48" E	34.83'
C46	1230.00'	07°49'59"	168.15'	N 83°50'13" E	168.02'

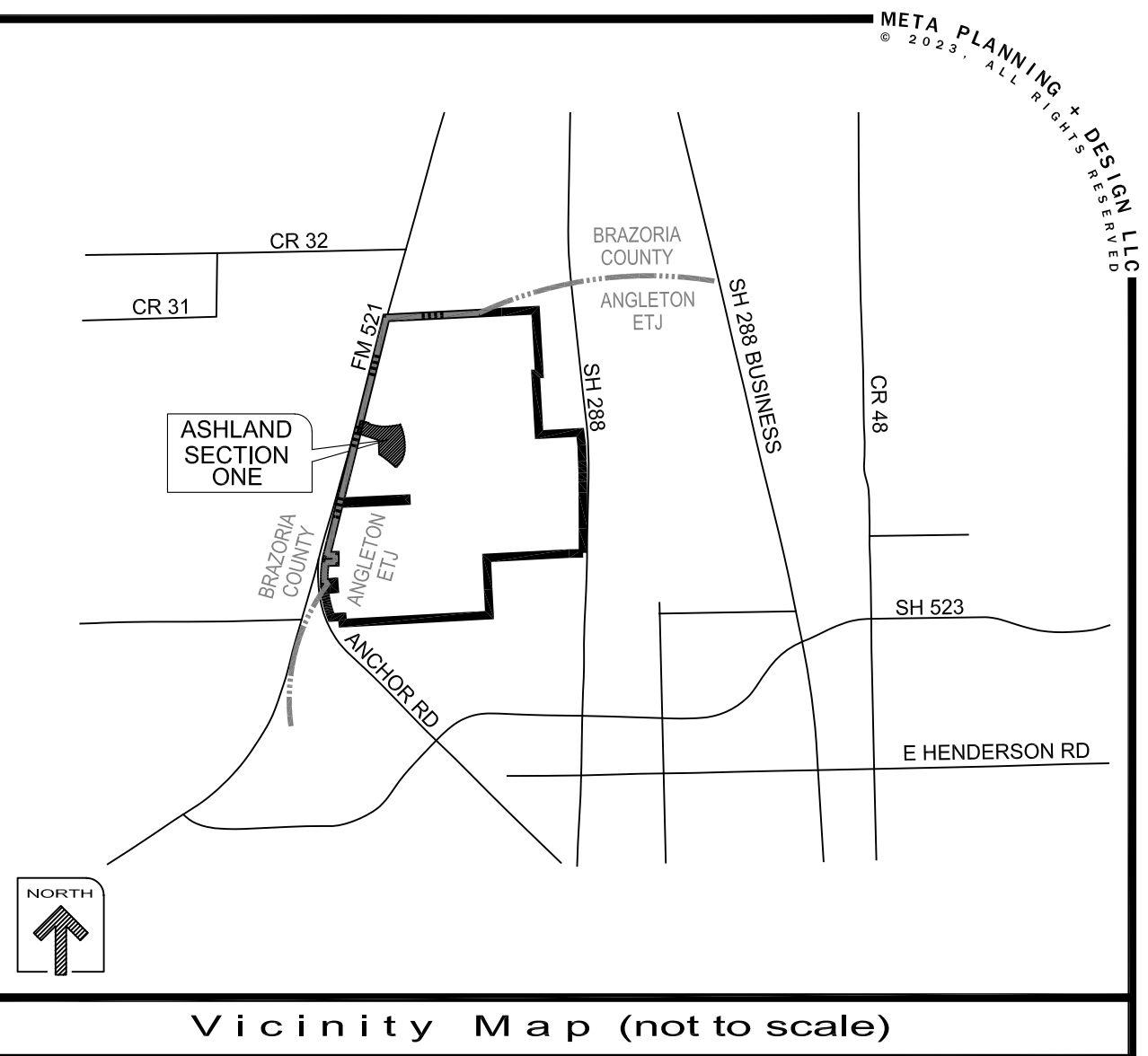
LINE	DISTANCE	BEARING
L1	51.62'	N 14°45'48" W
L2	26.43'	N 14°02'37" E
L3	131.00'	S 75°57'23" E
L4	59.87'	S 76°48'30" E
L5	59.08'	N 79°40'46" W
L6	117.91'	S 83°34'43" E
L7	117.69'	N 89°09'01" E
L8	117.51'	N 84°32'11" E
L9	60.84'	S 81°08'49" W
L10	115.20'	N 82°25'29" E
L11	47.24'	N 67°42'34" E
L12	18.97'	N 22°17'26" W
L13	13.82'	N 52°56'11" W
L14	15.66'	N 29°31'51" E
L15	14.30'	S 46°13'37" E
L16	12.23'	N 12°19'48" W
L17	25.26'	S 63°19'12" W
L18	21.17'	S 31°45'10" W
L19	19.64'	N 59°02'37" E

DISCLAIMER AND LIMITED WARRANTY

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



RESERVE	ACREAGE	SQ. FT.	LAND USE
A	1.12	48,765	LANDSCAPE/ OPEN SPACE
B	0.19	8,127	LANDSCAPE/ OPEN SPACE
C	0.25	11,011	LANDSCAPE/ OPEN SPACE
D	0.35	15,174	LANDSCAPE/ OPEN SPACE



LOT NO	LOT AREA SQ. FT.	LOT NO	LOT AREA SQ. FT.	LOT NO	LOT AREA SQ. FT.
LOT 1	7,690	LOT 11	8,385	LOT 21	7,720
LOT 2	7,718	LOT 12	7,200	LOT 22	7,880
LOT 3	7,718	LOT 13	7,271	LOT 23	7,965
LOT 4	7,858	LOT 14	7,621	LOT 24	8,195
LOT 5	8,070	LOT 15	7,741	LOT 25	8,486
LOT 6	8,070	LOT 16	7,782	LOT 26	11,760
LOT 7	8,082	LOT 17	7,848	LOT 27	12,146
LOT 8	7,997	LOT 18	7,939	LOT 28	7,576
LOT 9	11,493	LOT 19	7,974	LOT 29	7,583
LOT 10	10,987	LOT 20	7,953	LOT 30	7,349
LOT 11	9,528	LOT 31	8,121	LOT 31	7,211
LOT 12	7,691	LOT 32	12,813	LOT 32	7,246
LOT 13	7,499	LOT 14	7,620		
LOT 14	7,620				
LOT 15	8,152				
LOT 16	12,369				
LOT 17	9,159				
LOT 18	8,505				
LOT 19	8,505				
LOT 20	8,927				
LOT 21	8,816				
LOT 22	10,127				
LOT 23	10,513				
LOT 24	9,392				
LOT 25	8,839				
LOT 26	8,840				
LOT 27	8,557				
LOT 28	11,351				
LOT 29	16,612				
LOT 30	9,724				
LOT 31	7,762				
LOT 32	7,762				

ASHLAND SECTION ONE

BEING 17.02 ACRES OF LAND CONTAINING 58 LOTS (60' X 120' TYP.) AND FOUR RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

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

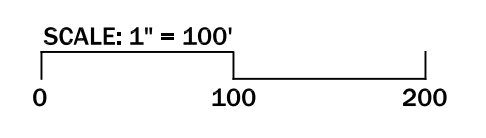


EXHIBIT E - LAND PLAN

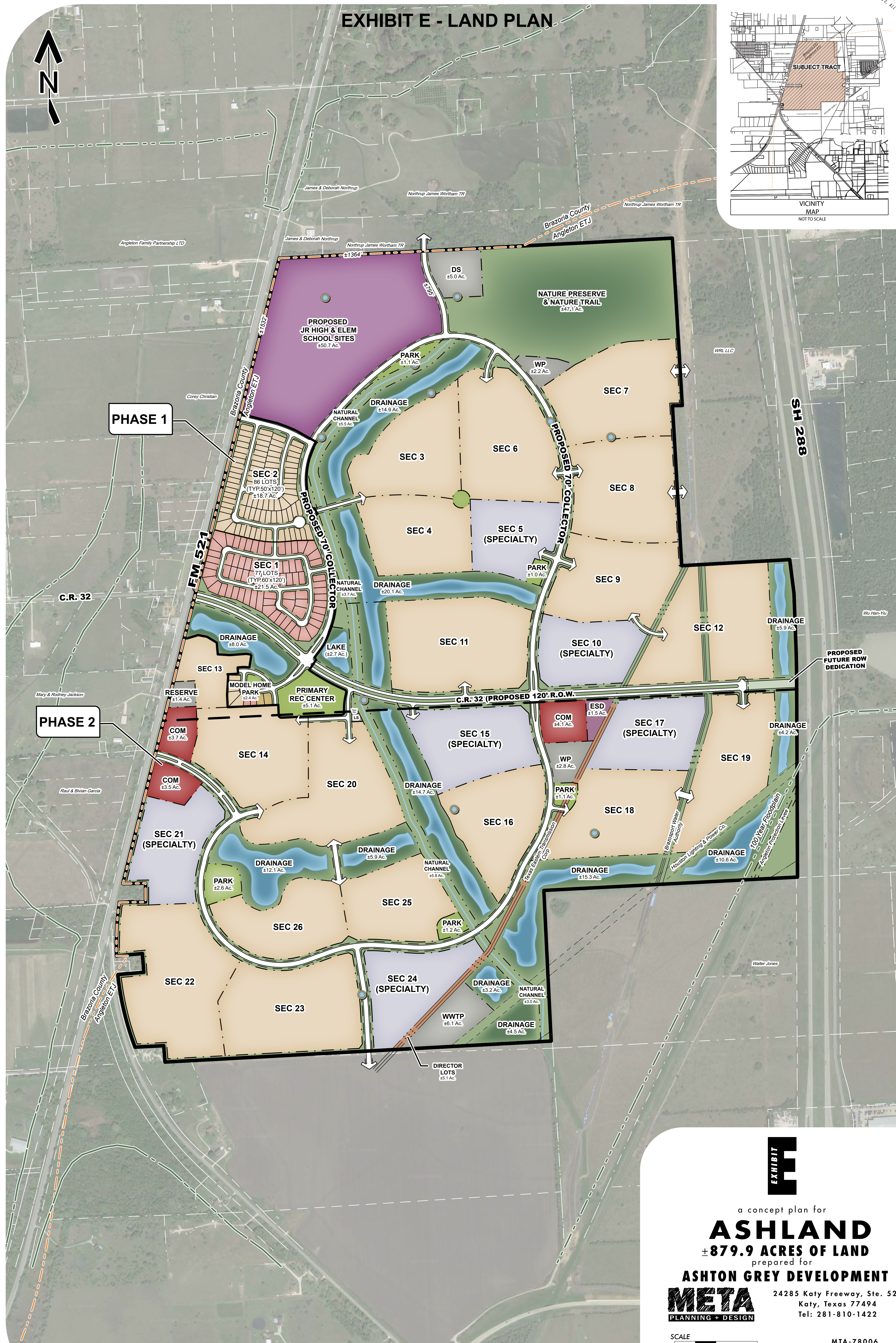
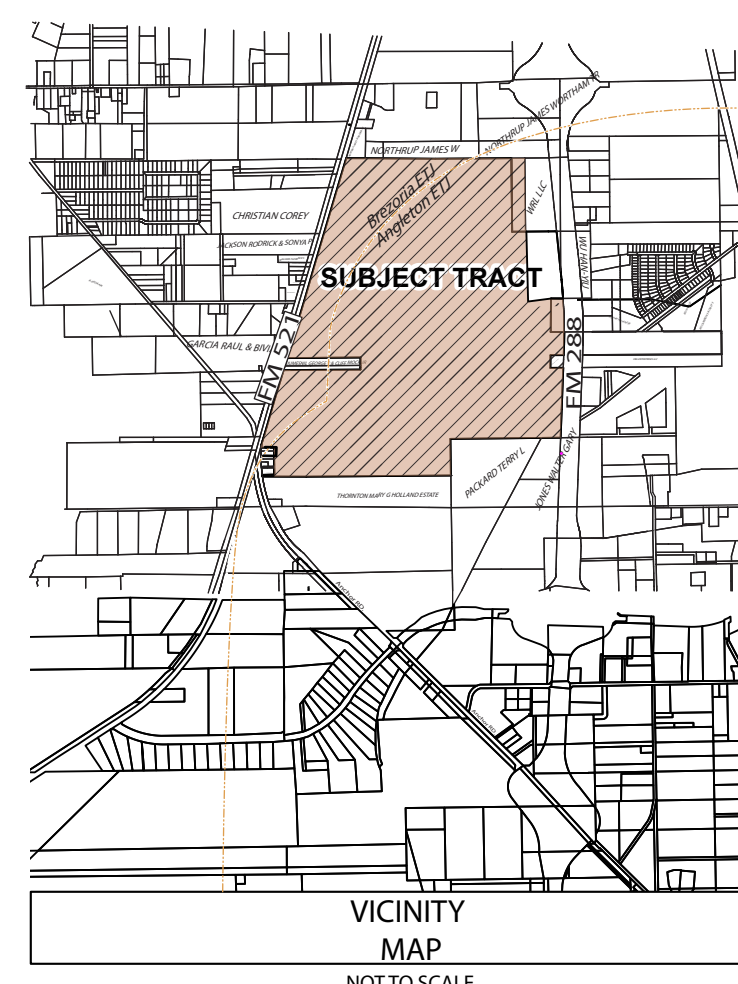


EXHIBIT E

a concept plan for

ASHLAND

± 879.9 ACRES OF LAND

prepared for

ASHTON GREY DEVELOPMENT

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 200 400 800

MTA-78006
MAY 11, 2023

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RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING

ANGUST 3, 2023

ROLL CALL:

Present were:

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend, Commission Member Henry Munson, and Commission Member Regina Bieri.

Absent were:

Commission Member Ellen Eby, Commission Member Shawn Hogan.

1. **Approval of the July 6, 2023 minutes for the Planning and Zoning Commission meeting.**

Motion was made by Commission Member Henry Munson; Seconded by Commission Member Deborah Spoor.

Action: (5-0 Aye-Vote), The minutes were **unanimously approved**.

REGULAR AGENDA

Agenda Item #6: Discussion and possible action on the revised preliminary plat for Ashland Section 2

Ms. Kandice Haseloff-Bunker, Development Coordinator presented this item: Section 2, Preliminary Plat on 14.26 acres, with 62 lots, 50 ft. by 120 ft. The development is in the ETJ, and is subject to and is in compliance with the development agreement with the city.

All of the City Engineer's comments were previously cleared except for some minor textual changes which were just cleared by the Engineer before the Council hearing. We recommend that Section 2 is approved for consideration by City Council.

Chair Bill Garwood confirmed with Mr. Spriggs that this plat applies to the same stipulations of the Drainage District.

Commission Action:

Commission Member Michelle Townsend made a motion to approve the revised Section 2 preliminary plat for Ashland Development, subject to agreements being reached with all entities that have jurisdiction over the plat, and recommend City Council for final consideration and action they deem appropriate. Motion was seconded by Commission Member Bieri.

Commission Member Bieri: Just a comment: Being a realtor and going into several neighborhoods, Katy Texas overcame the issue on lot sizes and setbacks on your driveways. She explained the scenario of having 4 cars parked in a driveway, basketball goals, and the impact within the street right of way. The City might need to consider this.

DS Director Otis Spriggs commented that the comments are appreciated, and City Council just requested a presentation with Staff to study our neighboring Cities and their setback requirements. We will be aggressively working on updating the code to accommodate everything you just said. Also, we will look at Street right of way widths and cul-de-sac requirements to protect the fire code issues and access questions, recently discussed. A text amendment should be forthcoming.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor-Nay, Commission Member Michelle Townsend- Aye; and Commission Member Henry Munson-Aye; Commission Member Regina Bieri- Aye.

Action: (4-1 Vote): Section 2 Preliminary Plat was approved.

Planning and Engineering Review:

Note that the Development Agreement has been executed with the City for this development. Per the executed Development Agreement (6/6/2023), the Developer may develop the residential sections to any residential lot size without limitation subject to the terms of and lot sizes set out below. The Developer has agreed to develop traditional single-family lots in at least three different lot sizes as set out in the table below, and the lot sizes for traditional single-family homes will not include any lot size smaller than fifty (50) feet. The Developer will also develop lots for Non-Traditional Homes to provide an additional mix of product types within the community, for which the fifty (50) foot lot minimum does not apply. The Developer agrees that the mix of housing product at ultimate build out will meet the following:

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

Staff concludes that Section 2 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the plat and submitted comments which have all been cleared by the applicant in the plat attachments. The applicant agrees with the last couple of textual review notes.

Recommendation. The planning and zoning commission and staff recommend approval of the revised Section 2 Preliminary Plat for Ashland Development and recommend it to City Council for final consideration and action.

July 28, 2023

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

Re: ASHLAND SECTION 2

Dear Otis,

On behalf of Anchor Holdings, LLC, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated July 7, 2023, for the above referenced plat.

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes verification no additional right-of-way is required for FM 521.
Response: Per our engineering team, no additional ROW dedication is required for FM 521.
2. Provide a note on the plat to restrict driveway access to FM 521 and Sapphire Springs Trail.
Response: This note has been added. Please see updated plat.
3. Note 13: Verify FIRM states incorporated however area on the map shows as unincorporated areas.
Response: Per our engineering team, note 13 is correct as shown.
4. Show bearing from commencement point to monument on plat drawing.
Response: The point of commencement has been added. Please see updated plat.
5. Recommend masking text or adjust line weight of contours for clarity.
Response: Contours have been updated to allow for clarity. Please see updated plat.
6. Verify and update reference location of knuckle radius (Typical).
Response: The reference location of the knuckle radius has been updated. Please see updated plat.
7. Label contours on the plat where missing.
Response: Contours have been labeled. Please see updated plat.
8. Verify and update restricted reserve "A" and "B" to be shown outside of this plat. Update reference accordingly on plat.
Response: Reserve A has been updated to be consistent with the final plat. Please see updated plat.

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

Sincerely,



Caitlin King
Enclosure

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 2, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

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

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
State of Texas

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

I, Steven Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jares
Registered Professional Land Surveyor
No. 5317

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

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

William A.C. McAshon, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Notary Public
State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "1' RES." INDICATES ONE FOOT RESERVE.

dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revert in the dedicator, his heirs assigns, or successors.

- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.

12.) HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOD 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.

13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 485458, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.

14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.

15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.

16.) PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.

17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

18.) LOTS BACKING OR SIDING ON FM 521 OR ASHLAND BLVD ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREETS.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 14.26 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County (OPRBC); said 14.26 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 01-008056 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201;

THENCE, South 14°02'37" West, along the east line of said F.M. Highway 521, 1960.16 feet to the POINT OF BEGINNING of the herein described subject tract;

THENCE, over and across said 469.08 acre tract the following sixteen (16) courses and distances:

1. South 75°57'23" East, 368.86 feet to a point for corner;
2. South 78°43'03" East, 146.99 feet to a point for corner;
3. South 86°42'50" East, 172.57 feet to a point for corner marking the beginning of a tangent curve to the right;
4. Along the arc of said tangent curve to the right, having a radius of 815.00 feet, a central angle of 30°12'04", an arc length of 429.59 feet, and a long chord bearing South 07°11'24" East, with a chord length of 424.64 feet to a point for corner;
5. South 22°17'26" East, 283.14 feet to a point for corner;
6. South 67°42'34" West, 47.25 feet to a point for corner;
7. South 82°25'29" West, 115.20 feet to a point for corner;
8. South 81°08'49" West, 60.84 feet to a point for corner;
9. South 84°32'11" West, 117.51 feet to a point for corner;
10. South 89°09'01" West, 117.69 feet to a point for corner;
11. North 83°34'43" West, 117.91 feet to a point for corner;
12. North 79°40'46" West, 59.08 feet to a point for corner;
13. North 76°48'30" West, 59.87 feet to a point for corner;
14. North 75°57'23" West, 131.00 feet to a point for corner;
15. North 14°02'37" West, 26.43 feet to a point for corner;
16. North 75°57'23" West, 214.38 feet to a point for corner lying in the east line of said F.M. Highway 521;

THENCE, North 14°02'37" East, 742.14 feet, along the east line of said F.M. Highway 521, to the POINT OF BEGINNING, CONTAINING 14.26 acres of land in Brazoria County, Texas.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "AC." INDICATES ACREAGE.
- 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 5.) "P.O.B." INDICATES POINT OF BEGINNING.
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- 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
- 16.) "└─┘" INDICATES STREET NAME CHANGE.
- 17.) " [] " INDICATES BLOCK NUMBER.
- 18.) " [A] " INDICATES RESERVE NUMBER.
- 19.) " 65' R. " INDICATES 65' CUL-DE-SAC RADIUS.

ASHLAND SECTION TWO

BEING 14.26 ACRES OF LAND CONTAINING 62 LOTS (50' X 120' TYP.) AND THREE RESERVES IN TWO BLOCKS.

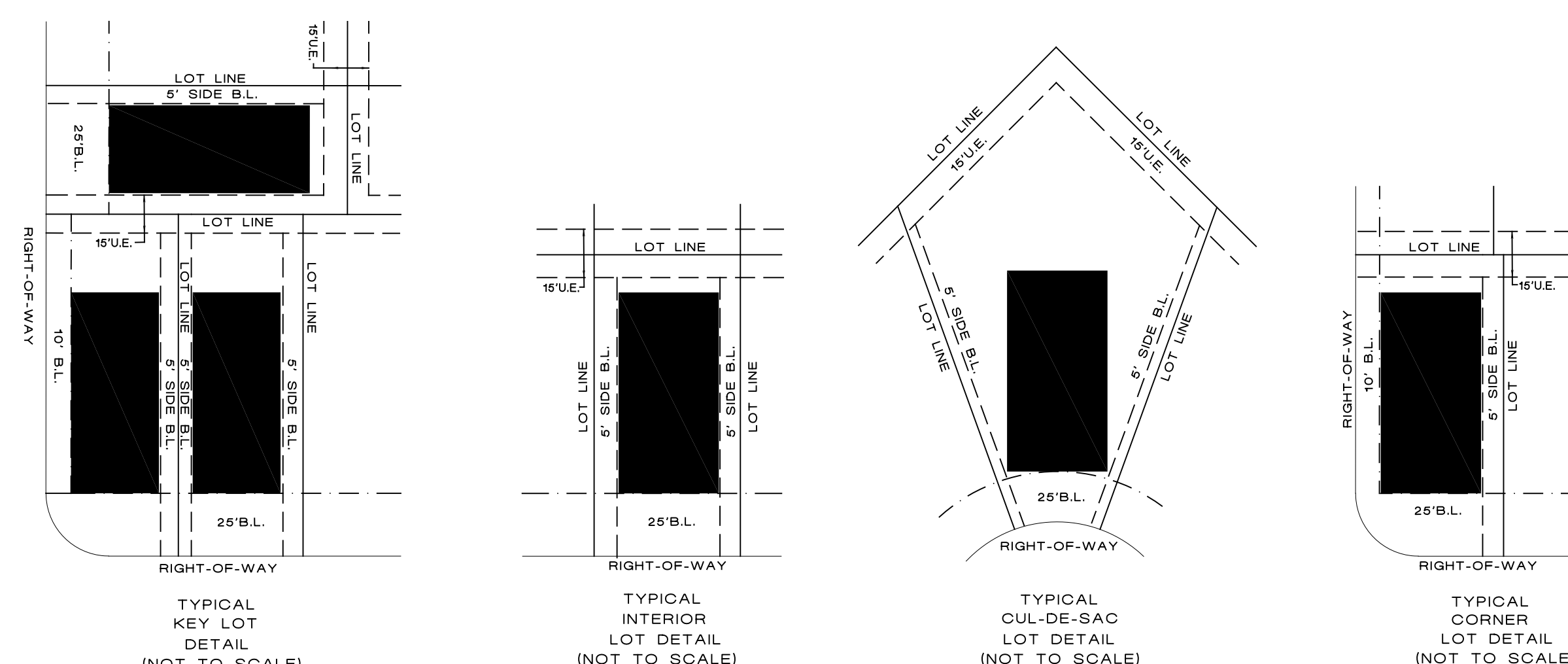
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

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

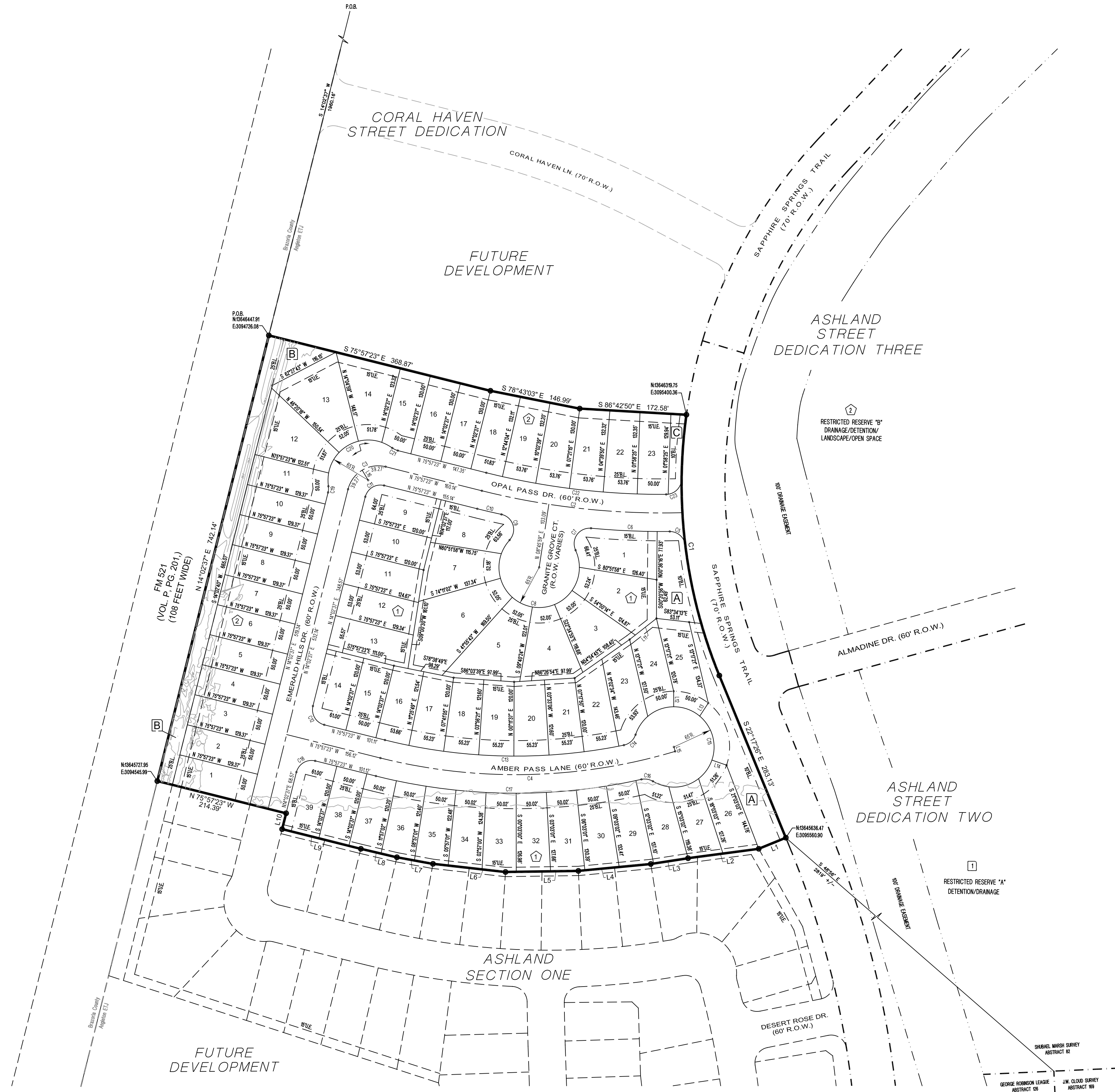
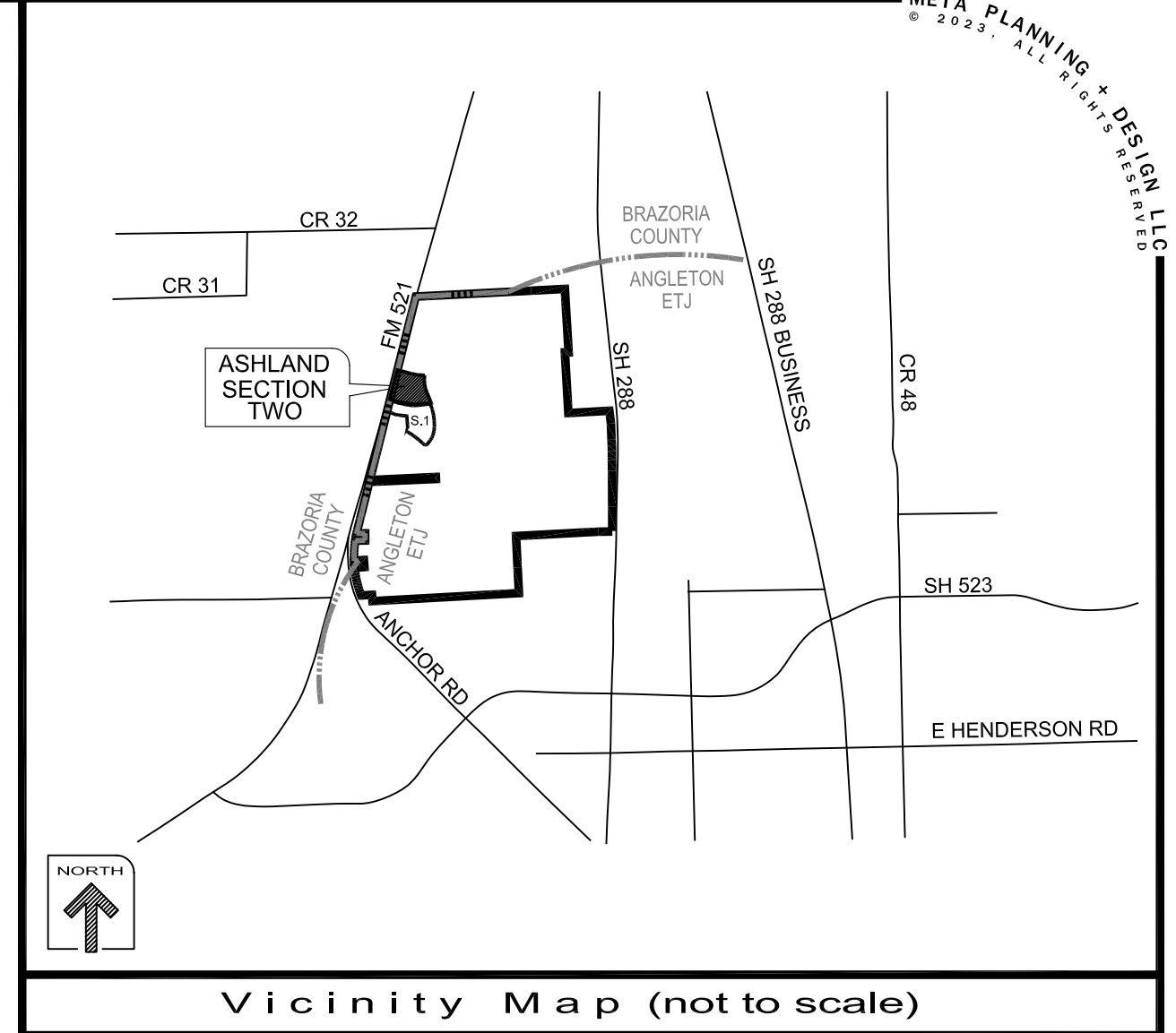


CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	815.00'	30°12'07"	429.61'	S 07°11'23" E	424.65'
C2	1200.00'	15°36'22"	326.85'	N 83°45'34" W	325.84'
C3	50.00'	90°00'00"	78.54'	S 59°02'37" W	70.71'
C4	900.00'	30°40'28"	481.83'	N 88°42'24" E	476.10'
C5	25.00'	83°38'19"	36.49'	S 48°45'15" E	33.34'
C6	1230.00'	05°55'51"	127.32'	N 87°36'29" W	127.27'
C7	25.00'	120°34'48"	52.61'	S 35°04'03" W	43.43'
C8	65.00'	247°58'39"	281.32'	N 81°14'01" W	107.79'
C9	25.00'	120°34'48"	52.61'	N 17°32'06" W	43.43'
C10	1230.00'	01°52'07"	40.11'	S 76°53'26" E	40.11'
C11	25.00'	90°00'00"	39.27'	S 59°02'37" W	35.36'
C12	25.00'	90°00'00"	39.27'	N 30°57'23" W	35.36'
C13	870.00'	25°37'48"	389.17'	S 88°46'16" E	385.94'
C14	25.00'	60°42'06"	26.49'	S 48°03'47" W	25.26'
C15	65.00'	283°43'03"	321.87'	N 20°25'44" W	80.29'
C16	25.00'	44°02'28"	19.22'	N 80°35'27" W	18.75'
C17	930.00'	26°39'19"	432.66'	N 89°17'02" W	428.76'
C18	25.00'	90°00'00"	39.27'	S 59°02'37" W	35.36'
C19	25.00'	22°44'49"	9.93'	S 02°40'13" W	9.86'
C20	65.00'	135°29'37"	153.71'	S 59°02'37" W	120.32'
C21	25.00'	22°44'49"	9.93'	N 64°34'58" E	9.86'
C22	1170.00'	14°22'01"	293.38'	S 83°08'23" E	292.61'
C23	25.00'	89°05'41"	38.87'	N 45°07'46" E	35.07'

LINE TABLE

LINE	DISTANCE	BEARING
L1	47.24'	S 67°42'34" W
L2	115.20'	S 82°25'29" W
L3	60.84'	S 81°08'49" W
L4	117.51'	S 84°32'11" W
L5	117.69'	S 89°09'01" W
L6	117.91'	N 83°34'43" W
L7	59.08'	S 79°40'46" E
L8	59.87'	N 76°48'30" W
L9	131.00'	N 75°57'23" W
L10	26.43'	S 14°02'37" W
L11	55.09'	S 51°53'32" W
L12	25.00'	S 00°14'08" E
L13	25.13'	S 33°06'22" W
L14	25.00'	N 70°53'11" W
L15	7.50'	S 16°33'27" E
L16	18.89'	S 30°57'23" E



LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
LOT 1	9,030	LOT 1	6,469
LOT 2	9,241	LOT 2	6,469
LOT 3	8,145	LOT 3	6,469
LOT 4	8,350	LOT 4	6,469
LOT 5	10,711	LOT 5	6,469
LOT 6	14,551	LOT 6	6,469
LOT 7	8,257	LOT 7	6,469
LOT 8	7,953	LOT 8	6,469
LOT 9	7,545	LOT 9	6,469
LOT 10	6,350	LOT 10	6,469
LOT 11	6,483	LOT 11	6,357
LOT 12	6,731	LOT 12	9,395
LOT 13	7,310	LOT 13	11,262
LOT 14	7,185	LOT 14	9,207
LOT 15	6,000	LOT 15	6,404
LOT 16	6,295	LOT 16	6,500
LOT 17	6,404	LOT 17	6,500
LOT 18	6,406	LOT 18	6,675
LOT 19	6,406	LOT 19	6,959
LOT 20	6,406	LOT 20	6,807
LOT 21	6,406	LOT 21	6,810
LOT 22	6,941	LOT 22	6,867
LOT 23	7,454	LOT 23	6,570
LOT 24	6,612		
LOT 25	7,504		
LOT 26	7,626		
LOT 27	6,380		
LOT 28	6,887		
LOT 29	7,030		
LOT 30	6,837		
LOT 31	6,724		
LOT 32	6,610		
LOT 33	6,562		
LOT 34	6,396		
LOT 35	6,339		
LOT 36	6,270		
LOT 37	6,155		
LOT 38	6,000		
LOT 39	7,165		

LAND USE TABLE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,794	LANDSCAPE/ OPEN SPACE
B	0.50	21,908	LANDSCAPE/ OPEN SPACE
C	0.06	2,481	LANDSCAPE/ OPEN SPACE

ASHLAND SECTION TWO

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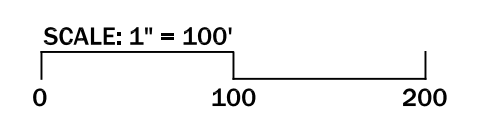
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6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

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



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

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 2, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

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

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

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

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

Owner
 Duly Authorized Agent

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
 State of Texas

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

I, Steven Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jares
 Registered Professional Land Surveyor
 No. 5317

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

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

William A.C. McAshon, P.E.
 Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

Notary Public
 State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "1' RES." INDICATES ONE FOOT RESERVE.
 dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and vest in the dedicant, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
 ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
 VERTICAL DATUM:
 ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOD 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- 13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 485458, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- 17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.
- 18.) LOTS BACKING OR SIDING ON FM 521 ~~OR HIGHWAY 521~~ ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREETS.

Remove text marked out in Note 18.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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THENCE, over and across said 469.08 acre tract the following sixteen (16) courses and distances:

1. South 75°57'23" East, 368.86 feet to a point for corner;
 2. South 78°43'03" East, 146.99 feet to a point for corner;
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- 8.) "IR" INDICATES IRON ROD.
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- 10.) "PG." INDICATES PAGE.
- 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
- 12.) "NO." INDICATES NUMBER.
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- 14.) "DR." INDICATES DRIVE.
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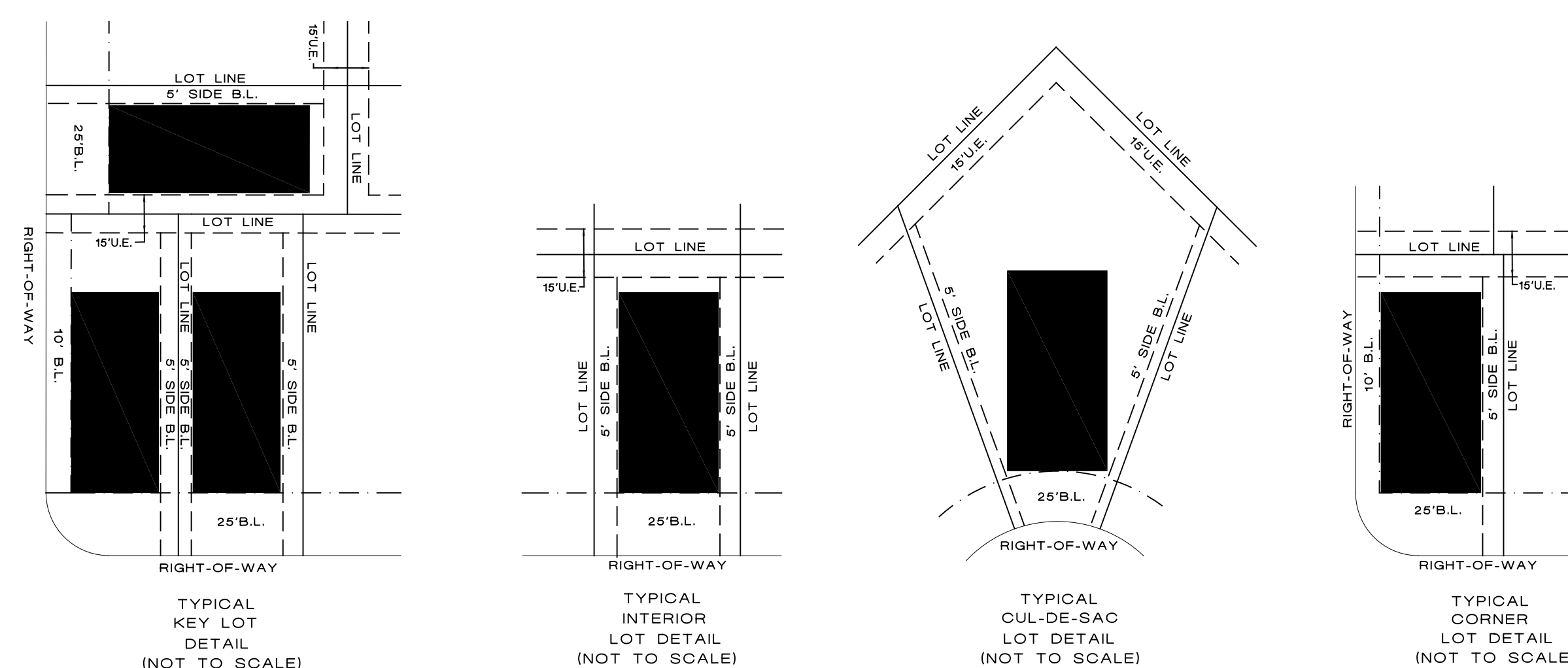
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SURVEYOR:
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 TBPLS FIRM REGISTRATION No. 10046104

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

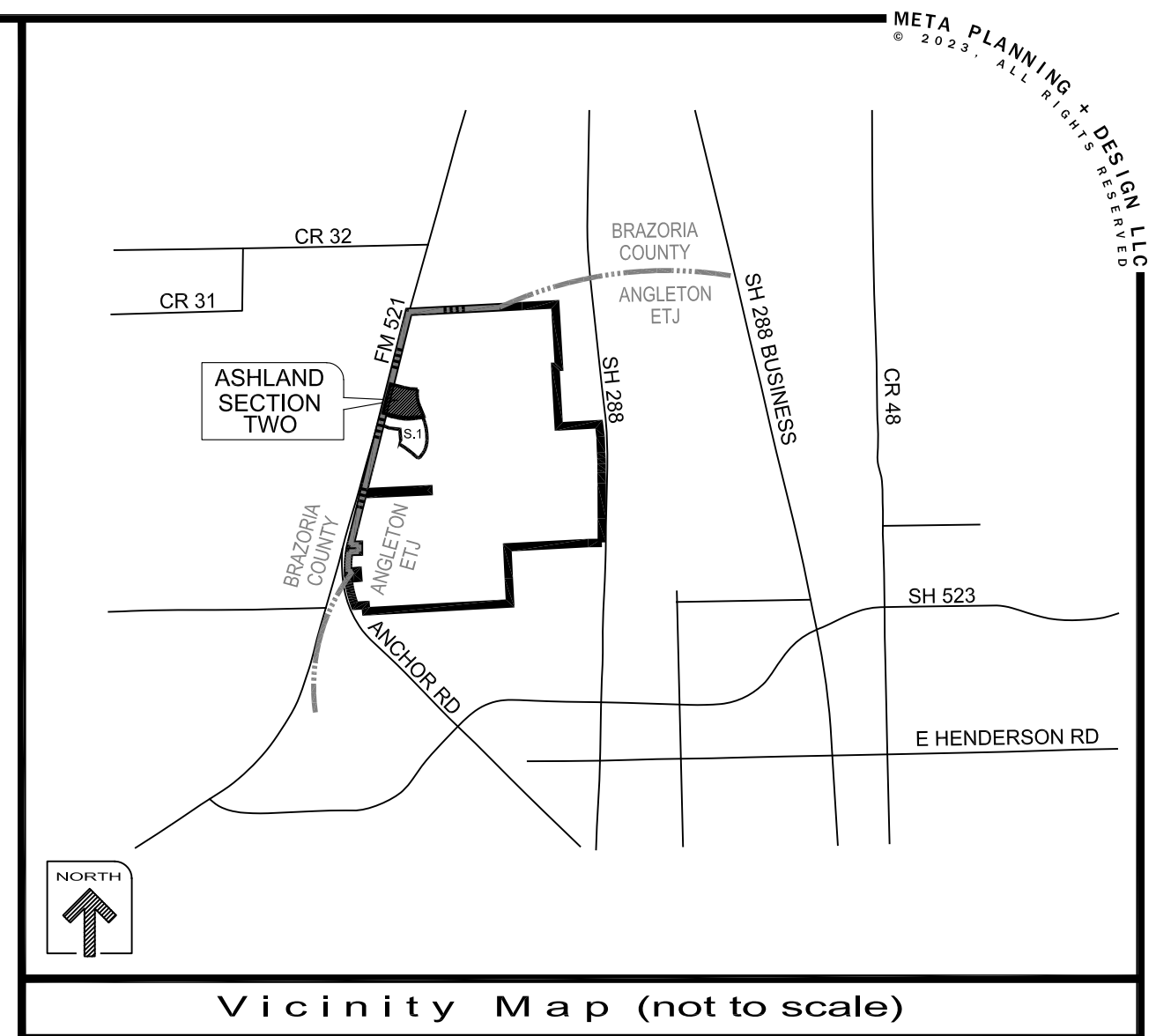
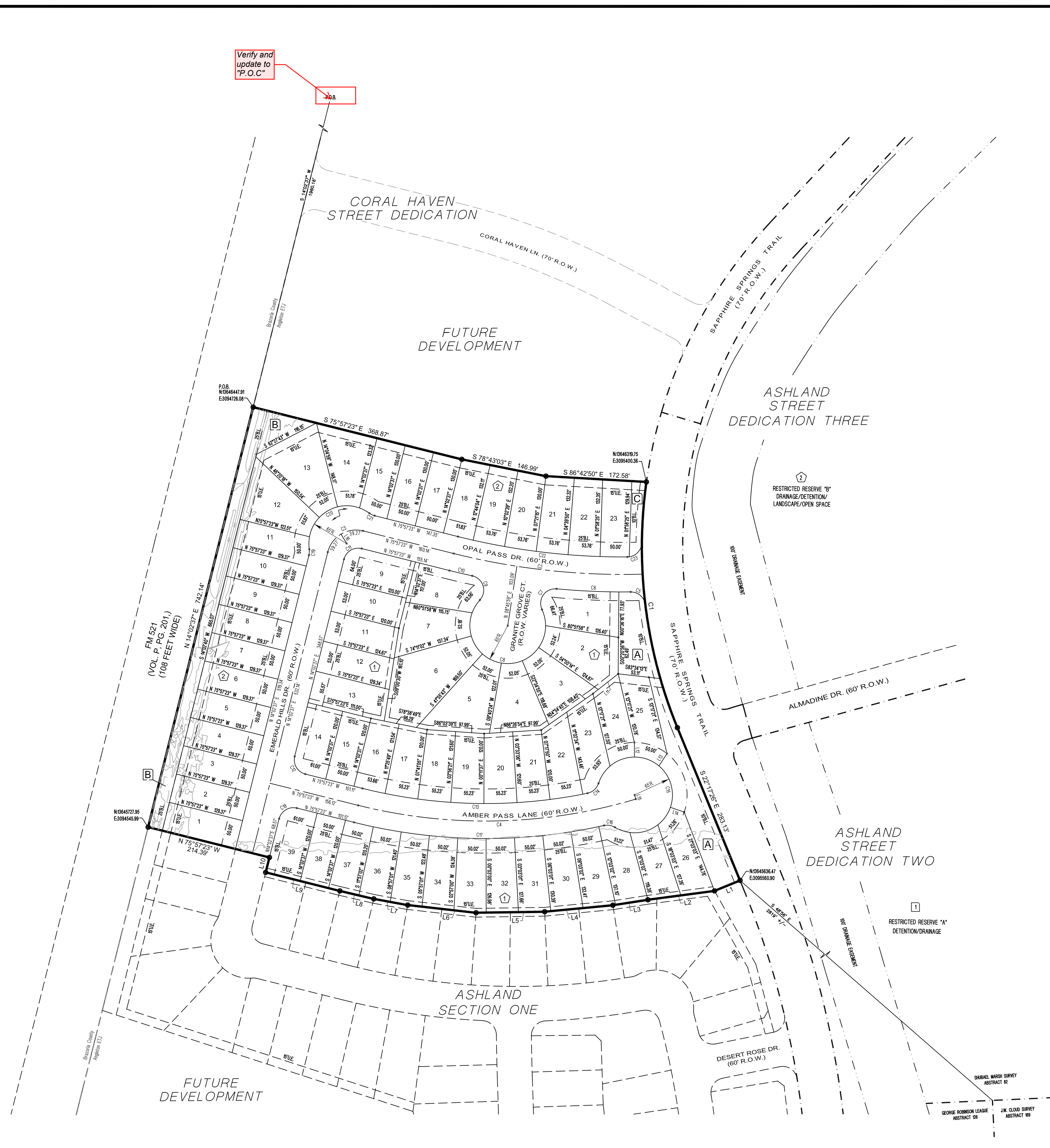


CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	815.00'	30°12'07"	429.61'	S 07°11'23" E	424.65'
C2	1200.00'	15°36'22"	326.85'	N 83°45'34" W	325.84'
C3	50.00'	90°00'00"	78.54'	S 59°02'37" W	70.71'
C4	900.00'	30°40'28"	481.83'	N 88°42'24" E	476.10'
C5	25.00'	83°38'19"	36.49'	S 48°45'15" E	33.34'
C6	1230.00'	05°55'51"	127.32'	N 87°36'29" E	127.27'
C7	25.00'	120°34'48"	52.61'	S 35°04'03" W	43.43'
C8	65.00'	247°58'39"	281.32'	N 81°14'01" W	107.79'
C9	25.00'	120°34'48"	52.61'	N 17°32'06" W	43.43'
C10	1230.00'	01°52'07"	40.11'	S 76°53'26" E	40.11'
C11	25.00'	90°00'00"	39.27'	S 59°02'37" W	35.36'
C12	25.00'	90°00'00"	39.27'	N 30°57'23" W	35.36'
C13	870.00'	26°37'48"	389.17'	S 88°46'16" E	385.94'
C14	25.00'	60°42'06"	26.49'	S 48°03'47" W	25.26'
C15	65.00'	283°43'03"	321.87'	N 20°25'44" W	80.29'
C16	25.00'	44°02'28"	19.22'	N 80°35'27" W	18.75'
C17	930.00'	26°39'19"	432.66'	N 89°17'02" W	428.76'
C18	25.00'	90°00'00"	39.27'	S 59°02'37" W	35.36'
C19	25.00'	22°44'49"	9.93'	S 02°40'13" W	9.86'
C20	65.00'	135°29'37"	153.71'	S 59°02'37" W	120.32'
C21	25.00'	22°44'49"	9.93'	N 64°34'58" E	9.86'
C22	1170.00'	14°22'01"	293.38'	S 83°08'23" E	292.61'
C23	25.00'	89°05'41"	38.87'	N 45°07'46" E	35.07'

LINE TABLE

LINE	DISTANCE	BEARING
L1	47.24'	S 67°42'34" W
L2	115.20'	S 82°25'29" W
L3	60.84'	S 81°08'49" W
L4	117.51'	S 84°32'11" W
L5	117.69'	S 89°09'01" W
L6	117.91'	N 83°34'43" W
L7	59.08'	S 79°40'46" E
L8	59.87'	N 76°48'30" W
L9	131.00'	N 75°57'23" W
L10	26.43'	S 14°02'37" W
L11	55.09'	S 51°53'32" W
L12	25.00'	S 00°14'08" E
L13	25.13'	S 33°06'22" W
L14	25.00'	N 70°53'11" W
L15	7.50'	S 16°33'27" E
L16	18.89'	S 30°57'23" E



LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
LOT 1	9,030	LOT 1	6,469
LOT 2	9,241	LOT 2	6,469
LOT 3	8,145	LOT 3	6,469
LOT 4	8,350	LOT 4	6,469
LOT 5	10,711	LOT 5	6,469
LOT 6	14,551	LOT 6	6,469
LOT 7	8,257	LOT 7	6,469
LOT 8	7,953	LOT 8	6,469
LOT 9	7,545	LOT 9	6,469
LOT 10	6,350	LOT 10	6,469
LOT 11	6,483	LOT 11	6,357
LOT 12	6,731	LOT 12	9,395
LOT 13	7,310	LOT 13	11,262
LOT 14	7,185	LOT 14	9,207
LOT 15	6,000	LOT 15	6,404
LOT 16	6,295	LOT 16	6,500
LOT 17	6,404	LOT 17	6,500
LOT 18	6,406	LOT 18	6,675
LOT 19	6,406	LOT 19	6,959
LOT 20	6,406	LOT 20	6,807
LOT 21	6,406	LOT 21	6,810
LOT 22	6,941	LOT 22	6,867
LOT 23	7,454	LOT 23	6,570
LOT 24	6,612		
LOT 25	7,504		
LOT 26	7,626		
LOT 27	6,380		
LOT 28	6,887		
LOT 29	7,030		
LOT 30	6,837		
LOT 31	6,724		
LOT 32	6,610		
LOT 33	6,562		
LOT 34	6,396		
LOT 35	6,339		
LOT 36	6,270		
LOT 37	6,155		
LOT 38	6,000		
LOT 39	7,165		

LAND USE TABLE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,794	LANDSCAPE/ OPEN SPACE
B	0.50	21,908	LANDSCAPE/ OPEN SPACE
C	0.06	2,481	LANDSCAPE/ OPEN SPACE

ASHLAND SECTION TWO

BEING 14.26 ACRES OF LAND CONTAINING 62 LOTS (50' X 120' TYP.) AND THREE RESERVES IN TWO BLOCKS.

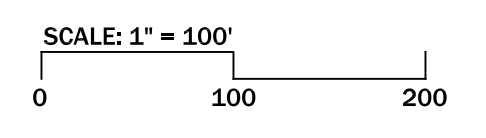
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER: ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER: QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR: QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

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



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



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the Final Plat for Ashland Development Wastewater Treatment Plant.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Consideration of approval of a Final Plat for Ashland Development Wastewater Treatment Plant, for 14.44 acres of land, containing four reserves in 1 block out of the George Robinson League, A-126, Brazoria County, Texas as submitted by Quiddity Engineering, LLC on behalf of Ashton Gray Development. The proposed uses of the 4 reserves include Drainage and detention, open space, and a wastewater treatment plant.

The property is currently within the ETJ, Extraterritorial Jurisdiction within Brazoria County. The City Council has approved the following associated plats for Ashland Development subject to the final approval of the development agreement: Preliminary Plats for Sections 1 and Section 2; Street Dedication Plats 1, 2 & 3; Ashland Coral Haven Street Dedication Plat; Ashland Model Home Park; Detention; and mass grading plans have been submitted and reviewed by the City.

City Engineer Comments: The City Engineer has reviewed the final plat and offered textual related review comments of which the applicant has submitted a resubmittal revised plat with responses; those items have now been cleared by City Staff.

RECORD OF PROCEEDINGS:

PLANNING AND ZONING COMMISSION MEETING

July 6, 2023

9. Discussion and possible action on the Final Plat for Ashland Development Wastewater Treatment Plant.

Wastewater treatment plant Plaid before you, this is in consideration for utilities to be set up for the development.

DS Director Otis Spriggs: As described earlier, the city engineer has given you 9 textual changes that they're recommending on the plat. We feel confident that the applicant will submit these to us. Sometimes prior to the Council meeting, so our recommendation would be to approve the wastewater treatment plant subject to those conditions for final Council action.

Commission Member Townsend asked for clarification on the proximity of the wastewater treatment Plant. Caitlin King of Meta Planning showed the location of the Plant to the furthest southern end of the development.

Commission Action:

Commission Member Townsend made a motion that we recommend approval of the Final Plat Wastewater Treatment Plant and forward to City Council for final consideration and action with the noted conditions to be cleared prior. Motion was seconded by Commission Member Shawn Hogan.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

Action: (4-0 Vote): The Final Plat for Ashland Development Wastewater Treatment Plant. was approved with conditions.

RECOMMENDATION: The planning and zoning commission and staff recommend approval of the Final Plat for Ashland Development Wastewater Treatment Plant, 14.44 acres of land, containing four reserves in 1 block, subject to any and all City Engineer's comments being satisfied.

June 29,2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Ashland Wastewater Treatment Plant

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

1. *Provide plat not that defines wastewater plant uses and any restrictions for the use of the property.*

Response: Note 15: states Restricted reserve “A” is restricted to wastewater treatment plat uses.

2. *Provide plat note that defines ownership and maintenance.*

Response: Note 16: states All reserves call shall be owned and maintained by Homeowners Association or MUD.

3. *Provide plat note that defines how subdivision will be serviced by utilities. (e.g. electric)*

Response: Note 17: states Lots with the subdivision shall be serviced by the following provider Brazoria County Mud no. 82, CenterPoint, Texas New Mexico Power and Centric gas & fiber.

4. *Provide at least one corner referencing a survey (abstract) corner (LDC Sec. 23-117B)*

Response: Missing corner referencing the survey has been added to the plat.

5. *Update plat title to update the words “waste water” to be one word “Wastewater”*

Response: Plat has been updated with “wastewater” to be one word.

6. *Filling information for the 16’ UE to be completed once received.*

Response: This will be updated once its been recorded.

7. *Label plat type (e.g. Final plat)*

Response: Plat name has been updated to read Final Plat

8. *Show bearing from commencement point to monument on plat drawing.*



2322 W Grand Parkway North, Suite
150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

Item 9.

Response: POB has been added to the legend.

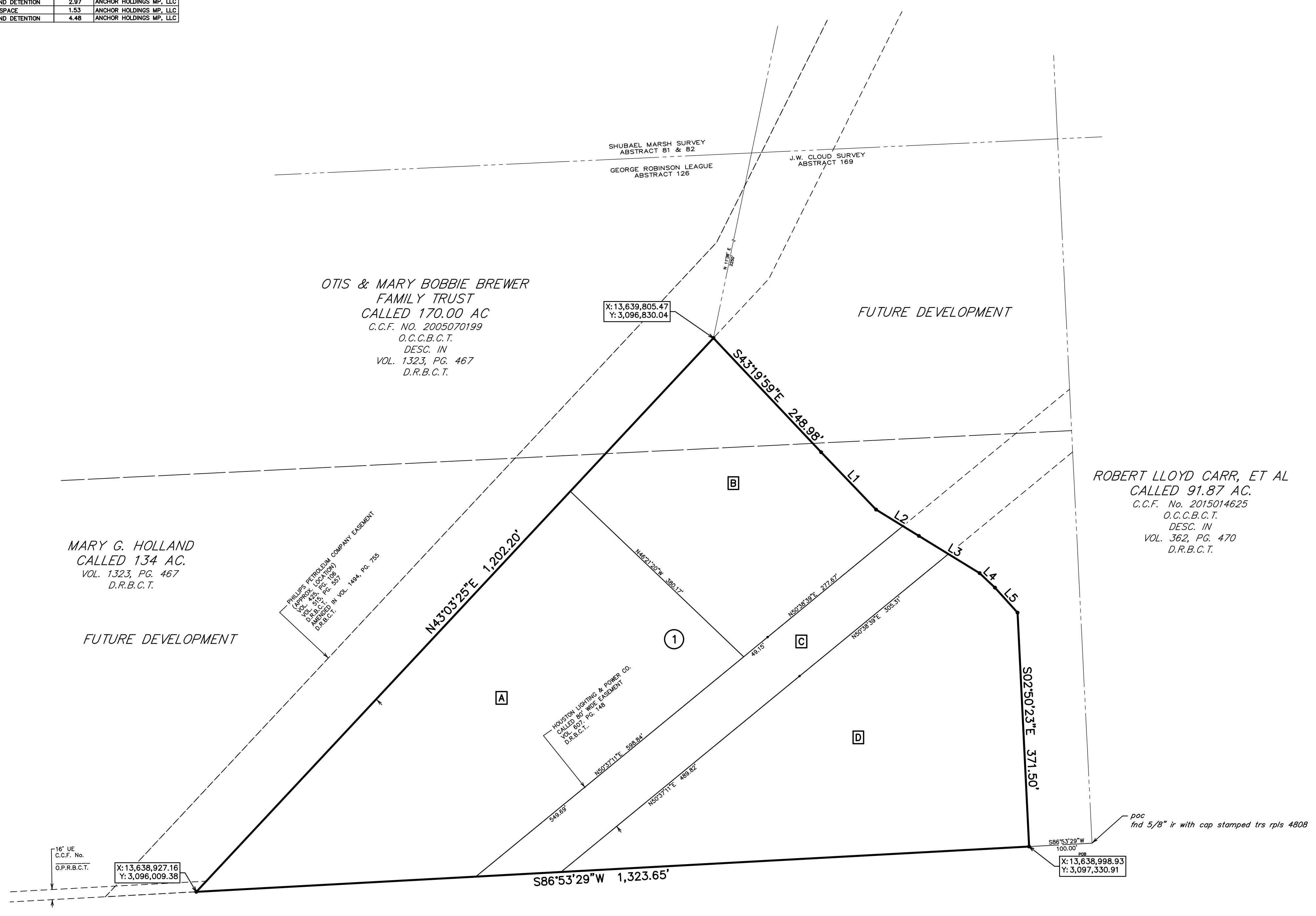
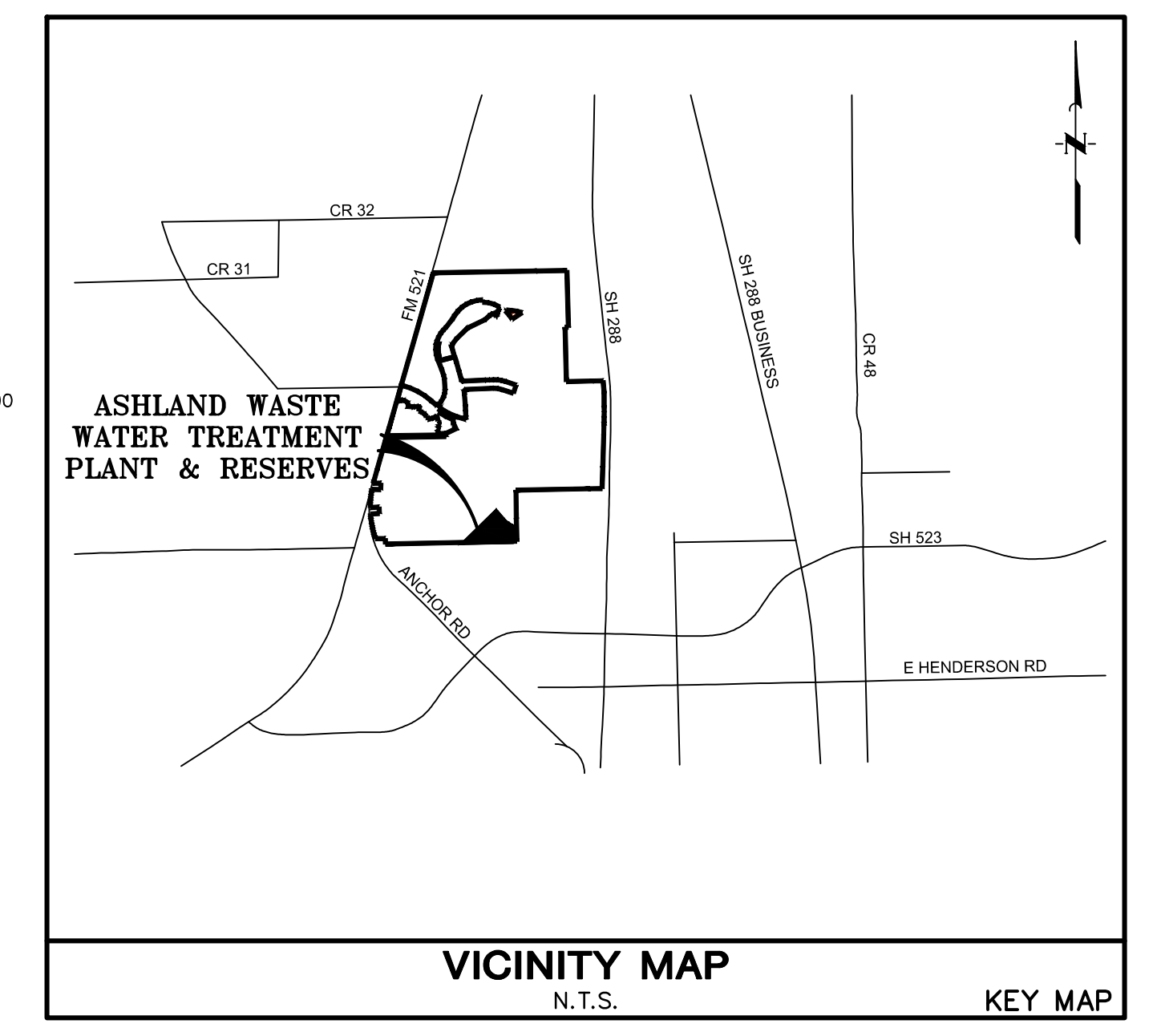
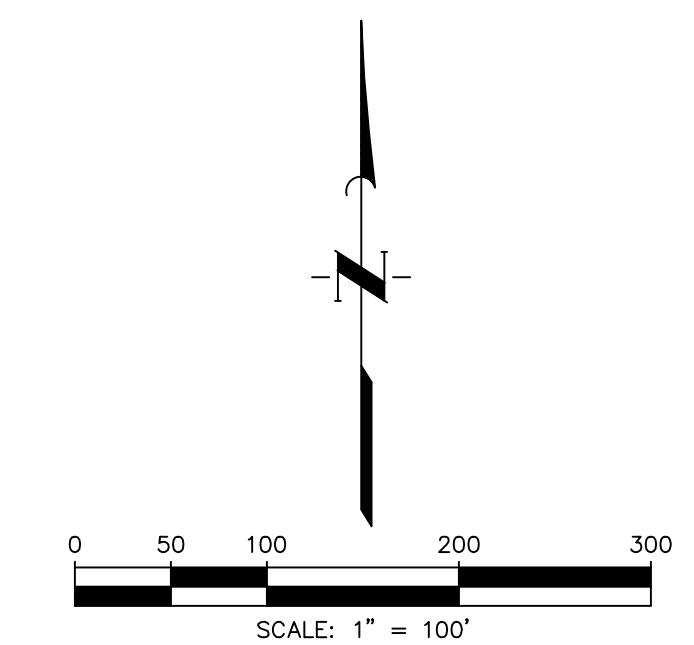
Sincerely,

Rose Villarreal

Rose Villarreal
Planner

RESTRICTED RESERVE A Restricted to Waste Water Treatment Plant Purposes Only 5.45 AC 237,517 Sq. Ft.	RESTRICTED RESERVE B Restricted to Drainage and Detention Purposes Only 2.97 AC 129,553 Sq. Ft.	RESTRICTED RESERVE C Restricted to Open Space Purposes Only 1.53 AC 66,856 Sq. Ft.	RESTRICTED RESERVE D Restricted to Drainage and Detention Purposes Only 4.48 AC 195,189 Sq. Ft.
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RESERVE TABLE			
IDENTIFYING No.	LAND USE	ACREAGE	OWNER
A	WASTE WATER TREATMENT PLANT	5.45	ANCHOR HOLDINGS MP, LLC
B	DRAINAGE AND DETENTION	2.97	ANCHOR HOLDINGS MP, LLC
C	OPEN SPACE	1.53	ANCHOR HOLDINGS MP, LLC
D	DRAINAGE AND DETENTION	4.48	ANCHOR HOLDINGS MP, LLC



- General Notes**
- A.C.Acres
 - R.O.W.Right Of Way
 - P.O.B.Point Of Beginning
 - FNDFound
 - VOLVolume
 - PGPage
 - D.R.B.C.Deed Records Brazoria County
 - NONumber
 - O.P.R.B.C.Official Public Records Brazoria County
 - O.C.C.B.C.T.County Clerk's File
 - C.C.F.County Clerk's File
 -Set 3/4-inch iron rod with cap stamped "Quiddity" as per certification
- The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 0.999870017.
 - Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from 11) any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put solid wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
 - Elevations shown hereon are based on GPS observations of TSARP monument 190105 with a published elevation of 156.48' (NAVD88 2001 adjustment).
 - HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
 - VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (nav88), Geoid 12b, based on Allterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
 - These tracts lie within Zone "X" and Zone "X-Shaded" of the Flood Insurance Rate Map, Community Panel No. 48545B, Map Number 4803900430K, Panel 430, Suffix "X", dated December 30, 2020, for Brazoria County, Texas and incorporated areas.
 - All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
 - 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.

ROBERT LLOYD CARR, ET AL
CALLED 91.87 AC.
C.C.F. No. 2015014625
O.C.C.B.C.T.
DESC. IN
VOL. 362, PG. 470
D.R.B.C.T.

MARY G. HOLLAND
CALLED 134 AC.
VOL. 1323, PG. 467
D.R.B.C.T.

OTIS & MARY BOBBIE BREWER
FAMILY TRUST
CALLED 170.00 AC
C.C.F. No. 2005070199
O.C.C.B.C.T.
DESC. IN
VOL. 1323, PG. 467
D.R.B.C.T.

CHARLES B. ROBERSTON III, ET AL
CALLED 116.155 AC
C.C.F. No. 2018029439
O.C.C.B.C.T.

FINAL PLAT ASHLAND WASTEWATER TREATMENT PLANT & RESERVES

A SUBDIVISION OF 14.44 ACRES OF LAND
OUT OF THE
GEORGE ROBINSON LEAGUE SURVEY, A-126
BRAZORIA COUNTY, TEXAS
1 BLOCK 4 RESERVES
MAY 2023

OWNER
ANCHOR HOLDINGS MP, LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGARLAND, TEXAS 77401
281-912-3364

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

ENGINEER/SURVEYOR:
 QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23,290 & 10946200
6330 West Loop South, Suite 150 • Houston, TX 77061 • 713.777.5337

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°48'03"E	126.07'
L2	S58°22'21"E	79.90'
L3	S58°28'19"E	112.87'
L4	S46°41'05"E	33.57'
L5	S42°06'09"E	53.32'

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as _____ 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.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

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

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

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

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner _____

Duly Authorized Agent _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared _____ Authorized Signer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas _____

Print Name _____

My commission expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

William A.C. McAshan, P.E.
Professional Engineer

STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, 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.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 14.44-acre tract of land situated in the George Robinson League, Abstract No. 126 in Brazoria County, Texas, being partially out of a called 61.20-acre tract of land and a 166.74-acre tract of land, both of which are conveyed to 1485 Holdings LLC by Special Warranty Deed, recorded in Clerk's File No. 202185074 of the official public records of Brazoria County, said 14.44-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found 5/8 inch iron rod with cap stamped "TRS RPLS 4808" at the southeast corner of a said 61.20-acre tract, the northeast corner of a called 116.155-acre tract to Charles B. Robertson III, et al, recorded in Clerk's File No. 2018029439 of the Officially County Court of Brazoria County, Texas, and along the west line of a called 91.87-acre tract to Robert Lloyd Carr, et al recorded in County Clerk's File No. 2015014625 of the Official County Court of Brazoria County, Texas;

THENCE, South 86°53'29" West, along the south line of said 61.20-acre tract common with the north line of said 116.155-acre tract, 100.00 feet to the POINT OF BEGINNING;

THENCE, South 86°53'29" West, along said common line, 1323.65 feet to a point for corner;

THENCE, North 43°03'26" East, passing the north line of aforementioned 61.20-acre tract, common with the south line of aforementioned 166.74-acre tract at 951.26 feet, for a total distance of 1202.20 feet to a point for corner;

THENCE, South 43°19'59" East, passing said common line at 229.72 feet, for a total distance of 248.98 feet to a point for corner;

THENCE, South 43°48'03" East, 126.07 feet to a point for corner;

THENCE, South 58°22'21" East, 79.90 feet to a point for corner;

THENCE, South 58°28'19" East, 112.87 feet to a point for corner;

THENCE, South 46°41'05" East, 33.57 feet to a point for corner;

THENCE, South 42°06'09" East, 53.32 feet to a point for corner;

THENCE, South 02°50'23" East, 371.50 feet to the POINT OF BEGINNING, CONTAINING 14.4437-acre of land in Brazoria County, Texas.

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

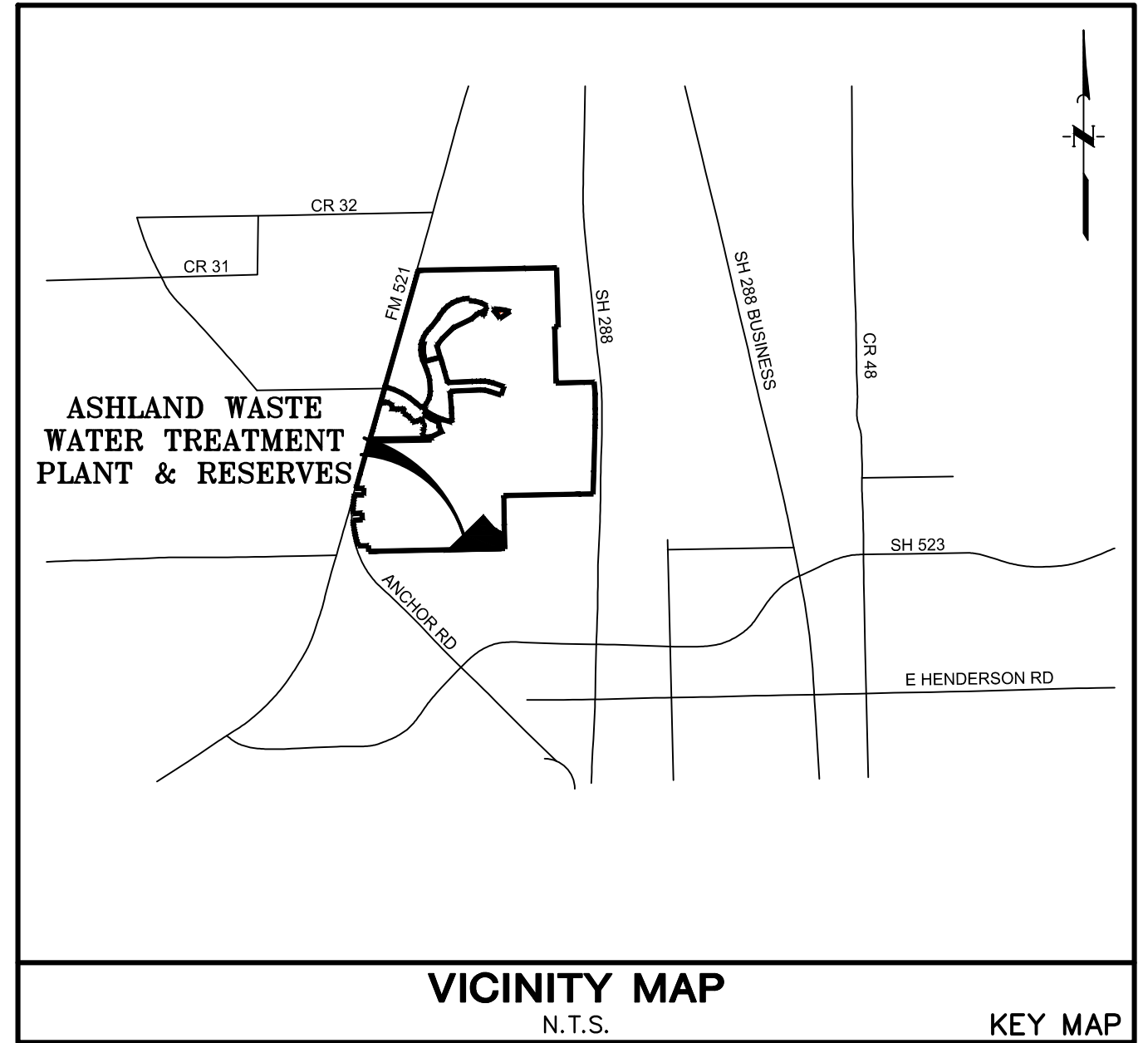
Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary



STATE OF TEXAS §
COUNTY OF BRAZORIA §

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


City Secretary, City of Angleton
On behalf of the Notary Public, State of Texas

FINAL PLAT ASHLAND WASTEWATER TREATMENT PLANT & RESERVES

A SUBDIVISION OF 14.44 ACRES OF LAND
OUT OF THE
GEORGE ROBINSON LEAGUE SURVEY, A-126
BRAZORIA COUNTY, TEXAS
1 BLOCK 4 RESERVES
MAY 2023

OWNER
ANCHOR HOLDINGS MP, LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGARLAND, TEXAS 77401
281-912-3364

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

ENGINEER/SURVEYOR:
 **QUIDDITY**
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10946100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHOIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhershan Vembarky DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

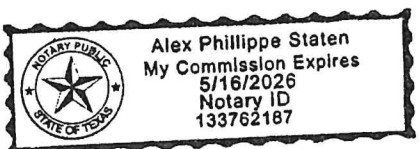
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhershan Vembarky DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas
Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary if the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on a Final Plat for Ashland Development Water Plant.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Consideration of approval of a Final Plat for Ashland Development Water Plant, for 2.095 acres of land, containing 1 reserve, in 1 block out of the Shubael Marsh Survey, A-82, Brazoria County, Texas as submitted by Quiddity Engineering, LLC on behalf of Ashton Gray Development. The proposed use of the 1 reserve includes the water plant use.

The property is currently within the ETJ, Extraterritorial Jurisdiction within Brazoria County. The City Council has approved the following associated plats for Ashland Development subject to the final approval of the development agreement: Preliminary Plats for Sections 1 and Section 2; Street Dedication Plats 1, 2 & 3; Ashland Coral Haven Street Dedication Plat; Wastewater and Water Plant Plats, Ashland Model Home Park; Detention; and mass grading plans have been submitted and reviewed by the City.

RECORD OF PROCEEDINGS:

PLANNING AND ZONING COMMISSION MEETING

July 6, 2023

10. Discussion and possible action on a Final Plat for Ashland Development Water Plant.

DS Director Otis Spriggs: The nine conditions by the city engineer are noted in the staff report. We anticipate them to clear those within the couple of weeks to come and we'll have this clear before console. Conditions there subject to the engineering comments there being forwarded to council with a positive recommendation.

Commission Action:

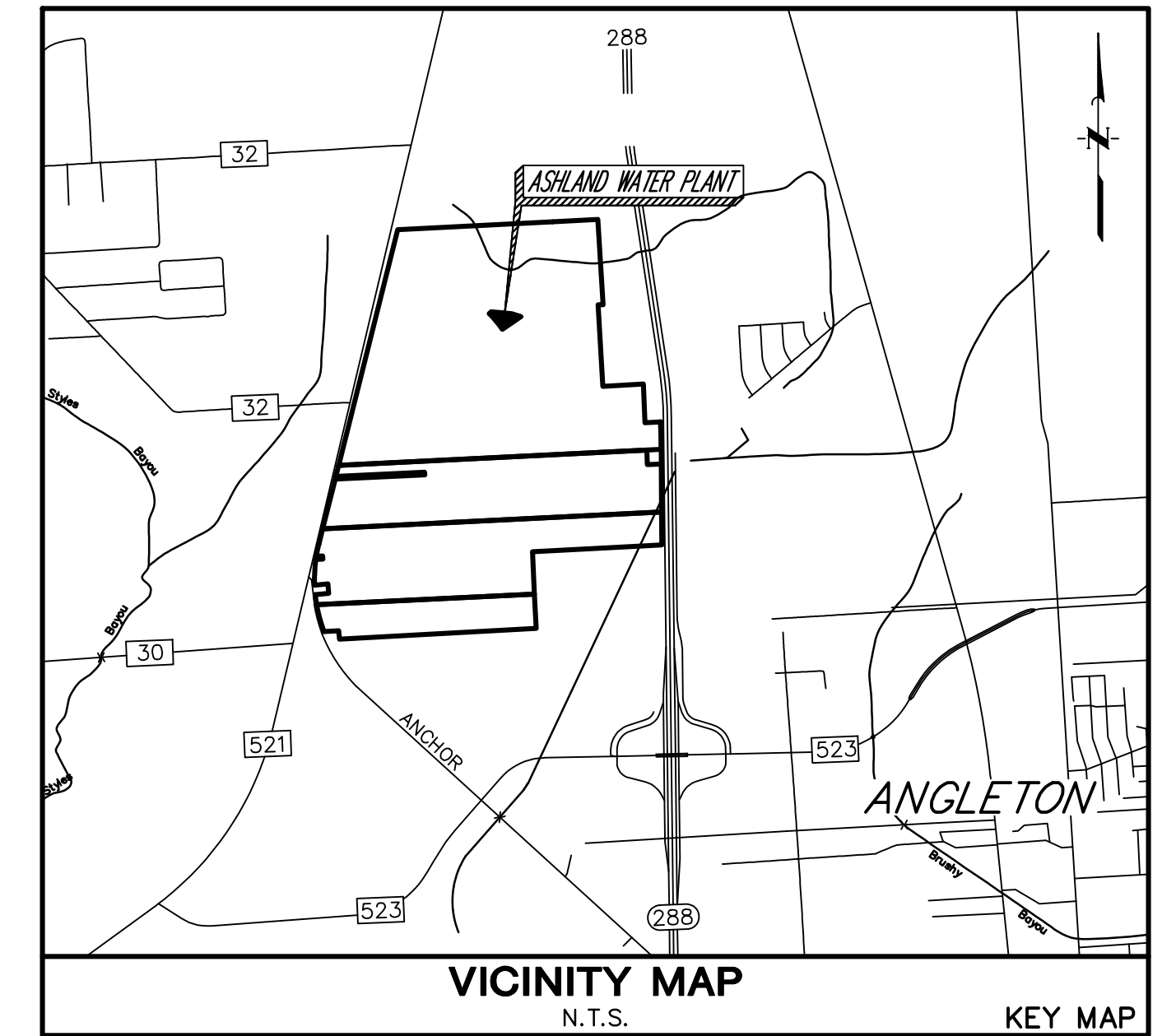
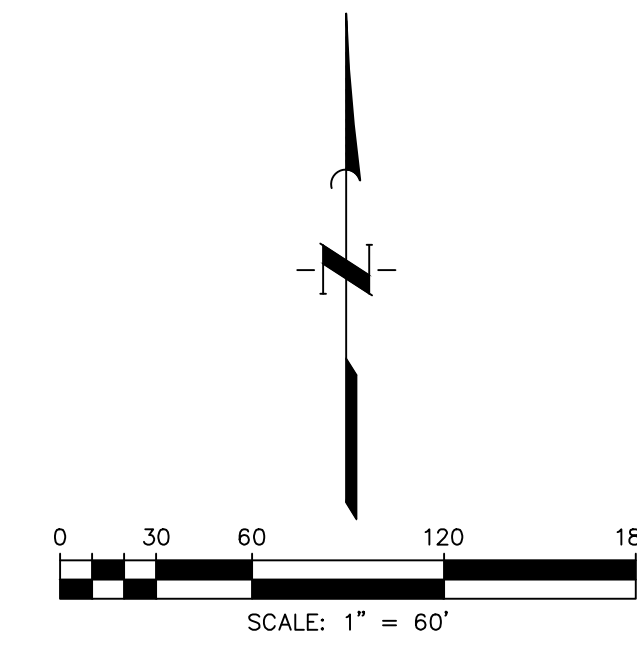
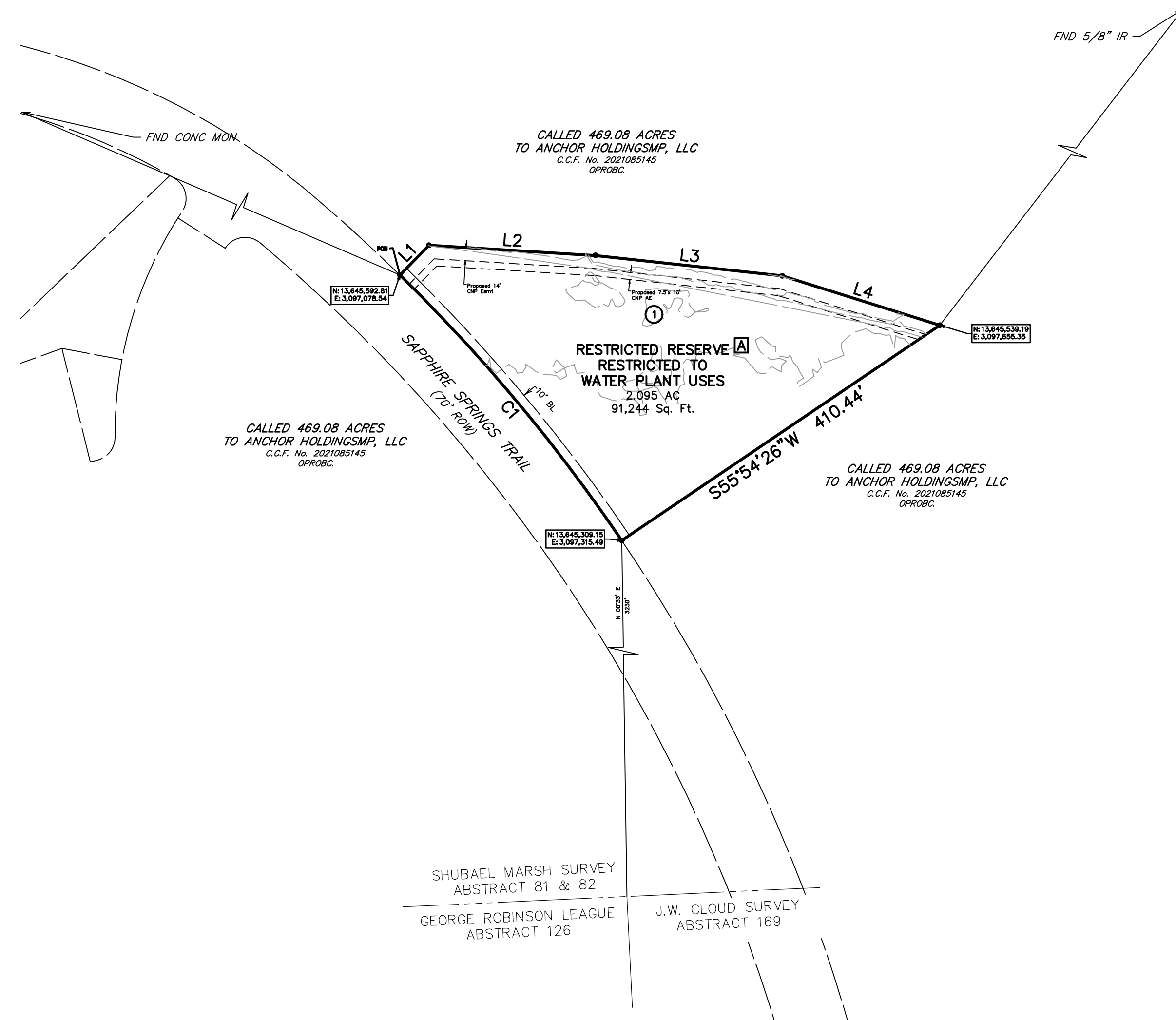
Commission Member Townsend made a motion that we recommend approval of Final Plat for Ashland Development Water Plant and forward to City Council for final consideration and action with the noted conditions to be cleared prior. Motion was seconded by Commission Member Shawn Hogan.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

Action: (4-0 Vote): The Final Plat for Ashland Development Water Plant was approved with conditions.

City Engineer Comments: The City Engineer has reviewed the final plat and received responses to the original 9 textual comments and these items have been by City Staff.

RECOMMENDATION: The planning and zoning commission and staff recommend approval of the Final Plat for Ashland Development Water Plant, for 2.095 acres of land, containing 1 reserve, in 1 block, subject to any outstanding City Engineer's comments being satisfied.



- LEGEND:
- BL. "Building Line"
 - AC. "Acreage"
 - R.O.W. "Right-of-way"
 - P.O.B. "Point of Beginning"
 - FND "Found"
 - IP. "Iron Pipe"
 - IR. "Iron Road"
 - VOL. "Volume"
 - PG. "Page"
 - D.R.B.C. "Deed Records Brazoria County"
 - NO "Number"
 - O.P.R.B.C. "Official Public Records of Brazoria County"
 - ① "Block Number"

GENERAL NOTE:

1. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 0.999870017.
2. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from 11) any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
3. Elevations shown hereon are based on GPS observations of TSARP monument 190105 with a published elevation of 156.48' (NAVD88 2001 adjustment).
4. 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 utilizes and building permits.
5. NOTICE: Plot 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.
6. 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.
7. 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.
8. 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.
9. Restricted Reserve "A" is restricted to water plant uses.
10. All reserves call shall be owned and maintained by homeowner's association or mud.
11. Lots with the subdivision shall be serviced by the following providers Brazoria County Mud No. 82, CenterPoint, Texas New Mexico Power and Centric Gas & Fiber.

FINAL PLAT ASHLAND WATER PLANT

A SUBDIVISION OF 2.095 ACRES OF LAND
OUT OF THE SHUBAEL MARSH SURVEY, A-82

BRAZORIA COUNTY, TEXAS

1 RESERVE


1 BLOCK

JUNE 2023

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°20'44"E	44.38'
L2	S86°30'38"E	178.28'
L3	S83°47'48"E	200.83'
L4	S72°34'12"E	176.35'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1835.00'	11°33'43"	370.29'	N39°52'25"W	369.66'	185.78'

OWNER
ANCHOR HOLDINGS MP, LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77401
281.221.2699

ENGINEER/PLANNER/SURVEYOR:
 **QUIDDITY**
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10040300
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

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

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

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

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

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Owner

Duly Authorized Agent

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____.

Notary Public
State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that QUIDDITY ENGINEERING, LLC has prepared this FINAL PLAT based on information furnished by Quiddity Engineering, Inc.

Steve Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §

COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

William A.C. McAshan, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Notary Public
State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 2.095-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of a called 469.08-acre tract of land conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County; said 2.095-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a point for corner, from which a concrete monument bears North 66°40'39" West, 2482.24 feet at the northwest corner of said 469.08-acre tract, and the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records;

THENCE, North 44°20'44" East, 44.38 feet to a point for corner;

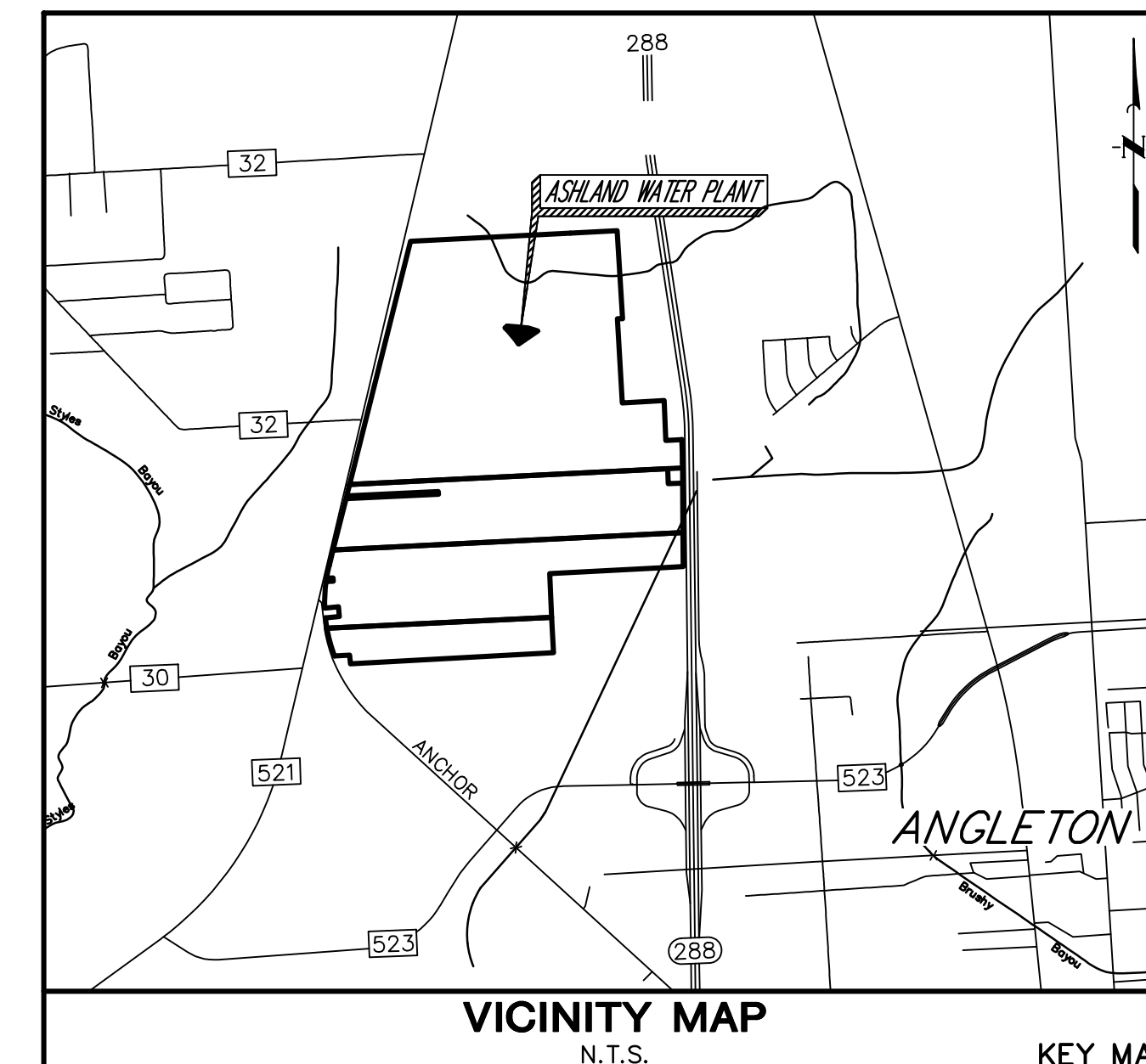
THENCE, South 86°30'38" East, 178.28 feet to a point for corner;

THENCE, South 83°47'48" East, 200.83 feet to a point for corner;

THENCE, South 72°34'12" East, 176.35 feet to a point for corner, from which a found 5/8 inch iron rod bears North 37°34'28" East, 1554.18 feet, at the northeast corner of the aforementioned 469.08-acre tract, the northwest corner of a residue called 43.308-acre tract conveyed to WRL, LLC recorded in Clerk's File Number 2017048421 in the Office of the County Clerk's, Brazoria County, Texas, and along the south line of a residue called 36.97-acre tract conveyed to James Wortham Northrup, recorded in Clerk's File No. 94-019052 in the Office of the County Clerk's, Brazoria County, Texas;

THENCE, South 55°54'26" West, 410.44 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 1835.00 feet, a central angle of 11°33'43", an arc length of 370.29 feet, and a long chord bearing North 39°52'25" West, 369.66 feet to the POINT OF BEGINNING, CONTAINING 2.095-acres of land in Brazoria County, Texas.



FINAL PLAT ASHLAND WATER PLANT

A SUBDIVISION OF 2.095 ACRES OF LAND
OUT OF THE SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JUNE 2023

OWNER
ANCHOR HOLDINGS MP, LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77401
281.221.2699

ENGINEER/PLANNER/SURVEYOR:
 **QUIDDITY**
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 #Bellevue, TX 77061 • 713.777.5337



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHOIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

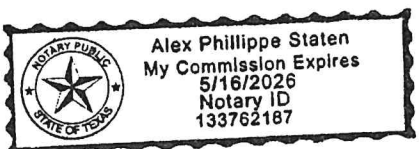
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas
Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary if the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

June 29,2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Ashland Water Plant Final Plat

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

1. *Verify and remove text for Reserve A. This appears to be duplicate text.*

Response: The duplicate text at the top of the plat was removed.

2. *Provide at least one corner referencing a survey (abstract) corner (LDC Sec.23-117B).*

Response: Missing corner survey reference has been added.

3. *Provide plat note that defines wastewater plant uses and any restrictions for the use of the property.*

Response: Note 9: states Restricted Reserve "A" is restricted to water plant uses.

4. *Provide plat note that defines ownership and maintenance.*

Response: Note 10: States All reserves call shall be owned and maintained by Homeowner's Association or MUD.

5. *Provide plat note that defines how subdivision will be serviced by utilities. (e.g. electric)*

Response: Note 11: states Lots with the subdivision shall be serviced by the following providers Brazoria County Mud No.82, CenterPoint, Texas New Mexico Power and Centric Gas & Fiber.

6. *Verify if this is still valid for the final plat. Only engineer/surveyor is found on the plat title block.*

Response: For this final plat, Quiddity Engineering will be the signing engineer and surveyor.

7. *Show bearing from this point on plat drawing (see metes and bounds paragraph 6)*

Response: The requested bearing is now shown on the plat.

8. *Show bearing from commencement point to monument on plat drawing and reference to the point*

of beginning.

Response: Commencement point to monument has been shown on the plat with reference to the POB.

9. *Label Plat Type (e.g. final plat)*

Response: Final Plat was added to the title block of the plat.

Sincerely,

Rose Villarreal
Rose Villarreal
Planner



2322 W Grand Parkway North, Suite
150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

Item 10.

K:\16029\16029-0056-01 Sterling Point Section 8 Paving & Platti\2 Design Phase\Planning\Project Management\Submittals\City\City
Comments\Resubmittal



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 1 and Reserves.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of the Ashland Street Dedication Sec 1 and Reserves Final Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 17.53 acres, 2 reserves, 2 blocks.

The land uses for the 2 reserves include the Recreation Center and Detention and Drainage.

City Engineer comments are provided in Attachment 2. Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

Planning & Engineering Review and Comments:

This report reflects an update to the various comments initially submitted. The Development Agreement is nearing completion but not yet approved by City Council. Therefore, a number of the conditions may result in a conditionally approved final plat.

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73.

Sheet 1 of 2

1. Bearings shown for curves C-2,7,9,12,13, and 14 do not match the metes and bounds description.
2. Note 8: Verify FIRM states incorporated however area on the map shows as unincorporated areas.
3. Note 5: Verify if this is applicable with this subdivision
4. Notate ownership and maintenance responsibilities of the reserves shown on the plat.
5. Notate corner tie to abstract shown.
6. Show bearing from commencement point to monument on plat drawing.
7. Verify completion of filing information for Sec. 1 & 2

Sheet 2 of 2

1. Verify and show location of aerial easements noted in the dedication, onto the plat drawing.

RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING

July 6, 2023

ROLL CALL:

Present:

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend and Commission Member Shawn Hogan.

Absent:

Commission Member Regina Bieri, Commission Member Ellen Eby

5. Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 1 and Reserves.

DS Director Otis Spriggs presented this item, stating that the Commission will see a series of plats to come before you for the rest of the agenda regarding the Ashland Development. The DA has been approved by City Council as negotiated with the applicant and it has been signed; a copy of it is available if the Commission needs to see it.

However, these plats would set the ground level in terms of utilities that will support the residential sections to come. There are a number of street dedication plats this afternoon that will also facilitate the school access and construction as well.

DS Director Otis Spriggs added this item is Ashland St. Dedication. #1 Final Plat with the listed conditions by the city engineers. Staff is asking the Commission to recommend conditional approval City Council, that these items be cleared before the Council's consideration.

Commission Action:

Commission Member Townsend made a motion that we recommend approval of Ashland St. Dedication #1 Final Plat forward to City Council for final consideration and action with the noted conditions. Motion was seconded by **Commission Member Shawn Hogan**.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

Action: (4-0 Vote): Ashland St. Dedication #1 Final Plat was approved with conditions.

Recommendation. The planning and zoning commission and staff are recommending approval of this final plat subject to all of the Engineer's comments being satisfied.

June 29,2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Ashland Street Dedication Sec 1

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

General

1. *Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73.*

Response: Review and approval has been verified by all referral agencies.

Sheet 1 of 3

2. *Bearings shown for curves C-2,7,9,12,13, and 14 do not match the metes and bounds description.*

Response: Bearings on curves C-2,7,9,12,13, and 14 have been modified to match the metes and bounds description.

3. *Note 8: Verify FIRM states incorporated however area on the map shows as unincorporated areas.*

Response: Note 8 has been modified to show that the FIRM areas are unincorporated.

4. *Note 5: Verify if this is applicable with this subdivision*

Response: Note 5 has been removed because it lacked applicability.

5. *Notate ownership and maintenance responsibilities of the reserves shown on the plat*

Response: An additional note has been added to detail the ownership and maintenance of the reserves.



2322 W Grand Parkway North, Suite
150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

Item 11.

6. *Show bearing from commencement point to monument on plat drawing.*

Response: Bearing commencement point has been shown to the monument on the plat drawing.

7. *Verify completion of filing information*

Response: The filing number will be provided once the plat is recorded.

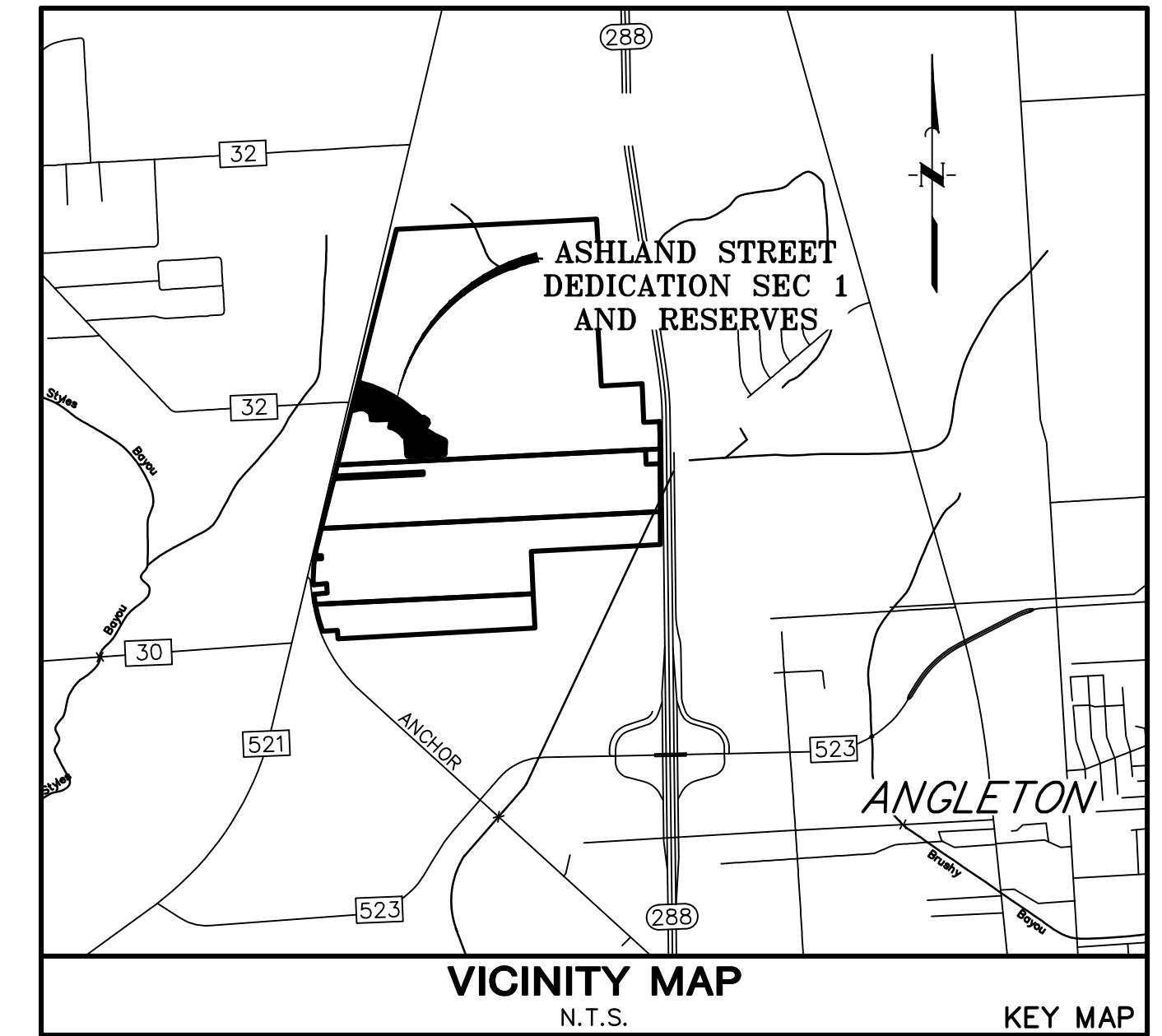
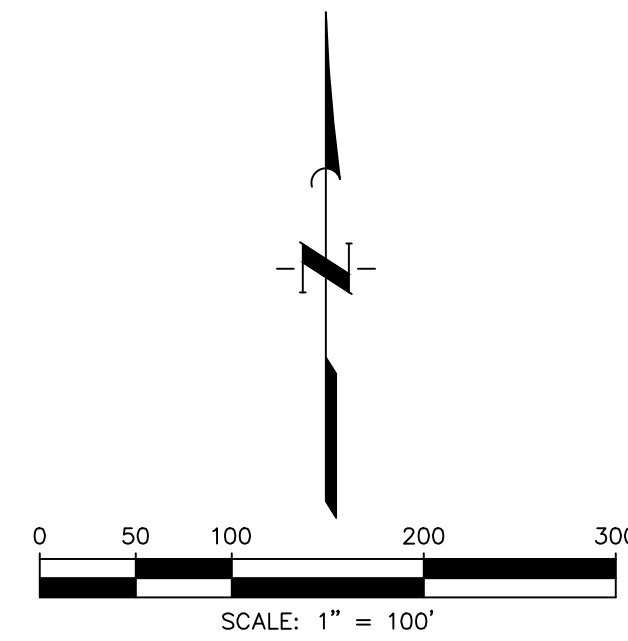
Sincerely,

A handwritten signature in blue ink that reads "Jamnik".

Chantelle Jamnik
Planner

\\K:\16759\16759-0010-13 Ashland - Phase 1A - Offsite Paving\2 Design Phase\Planning\Sec 1\Project Management\Summittals\City\City Comments\Resubmittal

RESERVE TABLE			
IDENTIFYING No.	LAND USE	ACREAGE	OWNER
A	DRAINAGE AND DETENTION	8.03	ANCHOR HOLDINGS MP, LLC
B	RECREATION CENTER	5.17	ANCHOR HOLDINGS MP, LLC



- BL "Building Line"
- C.C.F. "County Clerk's File"
- DE "Drainage Easement"
- Eam "Easement"
- FC "Firm Code"
- O.C.C.B.T. "Official County Clerk, Brazoria County, Texas"
- No "Number"
- ROW "Right-of-Way"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- Stm SE "Storm Sewer Easement"
- Temp "Temporary"
- UE "Utility Easement"
- Vol - Pg "Volume and Page"
- WLE "Waterline Easement"
- "Block Number"
- "Set 3/4-inch Iron Rod With Cap Stamped 'Quiddity' as Per Certification"

General Notes

1. A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. All building lines along street rights-of-way are as shown on the plat.
3. The Coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone NAD 83, and may be brought to surface by applying the following combined scale factor of 1.000114934.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
5. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
6. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (nav88), Geoid 12b, based on Alterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
7. These tracts lie within Zone "X" and Zone "X-Shaded" of the Flood Insurance Rate Map, Community Panel No. 485458, Map Number 4803800430K, Panel 430, Surfile "K", dated December 30, 2020, for Brazoria County, Texas and unincorporated areas.
8. All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
9. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
10. Notice: Setting 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.
11. 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.
12. 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.
13. 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 submitted where or not the application is reviewed for code compliance by the City Engineer.
14. 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.
15. Reserves A and B shall be owned and maintained by the Brazoria County MUD No. 82

FINAL PLAT OF ASHLAND STREET DEDICATION SEC 1 AND RESERVES

A SUBDIVISION OF 17.53 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEYS, A - 81 & 82
BRAZORIA COUNTY, TEXAS
2 RESERVES 2 BLOCKS
AUGUST 2023

OWNER
ANCHOR HOLDINGS MP, LC
101 PARKLANE BOULEVARD,
SUITE 102
SUGAR LAND, TEXAS 77478
281.912.3364

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 30848100
6330 West Loop South, Suite 550, Bellaire, TX 77404 • 713.777.3337

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°02'37"E	514.82'
L2	S75°56'55"E	5.31'
L3	S49°11'44"E	142.96'
L4	S53°27'23"E	90.00'
L5	S34°17'37"W	120.00'
L6	S02°38'38"E	46.21'
L7	S87°21'22"W	590.66'
L8	N02°38'38"W	148.59'
L9	N22°46'42"W	60.01'
L10	N09°32'52"E	115.00'
L11	N35°27'08"W	14.14'
L12	N80°27'08"W	39.99'
L13	S87°00'33"W	102.41'
L14	S87°02'50"W	60.12'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N86°35'27"W	118.93'
L16	N09°08'42"E	23.28'
L17	N12°07'46"W	97.00'
L18	N59°09'04"W	107.91'
L19	N82°39'43"W	73.37'
L20	S73°49'38"W	131.51'
L21	N75°57'23"W	17.00'
L22	S75°56'55"E	35.29'
L23	N49°11'44"W	142.96'
L24	S36°32'41"W	181.09'
L25	N40°31'06"E	79.84'
L26	S36°32'41"W	0.96'
L27	S56°07'07"W	92.87'
L28	S36°32'41"W	0.96'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	30.00'	89°59'32"	47.12'	S30°57'09"E	42.42'	30.00'
C2	2060.00'	26°45'10"	961.87'	N62°34'20"W	953.15'	489.87'
C3	1940.00'	2°00'36"	68.06'	S50°12'02"E	68.05'	34.03'
C4	30.00'	92°14'59"	48.30'	N82°40'10"E	43.25'	31.20'
C5	30.00'	92°15'04"	48.30'	S09°34'51"E	43.25'	31.20'
C6	2060.00'	10°42'36"	385.07'	S61°03'41"E	384.51'	193.10'
C7	25.00'	77°03'36"	33.62'	N27°53'12"W	31.15'	19.91'
C8	630.00'	13°17'14"	146.10'	S03°59'59"W	145.77'	73.38'
C9	25.00'	90°00'00"	39.27'	N42°21'22"E	35.36'	25.00'
C10	25.00'	90°00'00"	39.27'	S47°38'38"E	35.36'	25.00'
C11	330.00'	12°45'28"	73.48'	N09°01'22"W	73.33'	36.89'
C12	25.00'	82°37'24"	36.05'	S25°54'36"W	33.01'	21.97'
C13	519.99'	0°24'12"	3.66'	N67°25'24"E	3.66'	1.83'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C14	25.00'	77°55'52"	34.00'	S72°12'01"E	31.44'	20.22'
C15	330.00'	47°13'02"	271.95'	N56°50'37"W	264.32'	144.23'
C16	2000.00'	26°45'10"	933.85'	N62°34'20"W	925.39'	475.60'
C17	2000.00'	6°30'39"	227.27'	S52°27'04"E	227.15'	113.76'
C18	550.00'	30°40'38"	294.48'	N51°52'59"E	290.97'	150.86'
C19	30.00'	90°00'28"	47.13'	S59°02'51"W	42.43'	30.00'
C20	30.00'	87°56'23"	46.05'	N07°25'42"W	41.66'	28.94'
C21	505.00'	3°58'25"	35.02'	N38°31'53"E	35.02'	17.52'
C22	300.00'	21°16'48"	111.42'	N51°09'30"E	110.78'	56.36'
C23	2060.00'	0°11'38"	6.97'	N55°36'34"W	6.97'	3.49'
C24	30.00'	87°56'34"	46.05'	S80°30'58"W	41.66'	28.94'
C25	595.00'	1°13'27"	12.71'	N37°09'24"E	12.71'	6.36'
C26	300.00'	18°20'59"	96.08'	N46°56'38"E	95.67'	48.45'

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as _____ 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.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

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

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

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

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

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

Owner

 Duly Authorized Agent

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

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

That I, Steve Jares, 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.

Steve Jares
 Registered Professional Land Surveyor
 Texas Registration No 5317

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

William A.C. McAshan, P.E.
 Professional Engineer

a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing South 42°21'22" West, with a chord length of 35.36 feet to a point for corner;

15. South 87°21'22" West, 590.66 feet to a point for corner marking the beginning of a curve to the right;

16. Along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing North 47°38'38" West, with a chord length of 35.36 feet to a point for corner;

17. North 02°38'38" West, 148.59 feet to a point for corner marking the beginning of a curve to the left;

18. Along the arc of said curve to the left having a radius of 330.00 feet, a central angle of 12°45'28", an arc length of 73.48 feet, and a long chord bearing North 09°01'22" West, with a chord length of 73.33 feet to a point for corner marking the beginning of a reverse curve to the right;

19. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 82°37'24", an arc length of 36.05 feet, and a long chord bearing North 25°54'36" East, with a chord length of 33.01 feet to a point for corner;

20. North 22°46'42" West, 60.01 feet to a point for corner marking the beginning of a non-tangent curve to the right;

21. Along the arc of said non-tangent curve to the right having a radius of 519.99 feet, a central angle of 00°24'12", an arc length of 3.66 feet, and a long chord bearing South 67°25'24" West, with a chord length of 3.66 feet to a point for corner marking the beginning of a compound curve to the right;

22. Along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 77°55'52", an arc length of 34.00 feet, and a long chord bearing North 72°12'01" West, with a chord length of 31.44 feet to a point for corner marking the beginning of a reverse curve to the left;

23. Along the arc of said reverse curve to the left having a radius of 330.00 feet, a central angle of 47°13'02", an arc length of 271.95 feet, and a long chord bearing North 56°50'37" West, with a chord length of 264.32 feet to a point for corner;

24. North 09°32'52" East, 115.00 feet to a point for corner;

25. North 35°27'08" West, 14.14 feet to a point for corner;

26. North 80°27'08" West, 39.99 feet to a point for corner;

27. South 87°00'33" West, 102.41 feet to a point for corner;

28. South 87°02'50" West, 60.12 feet to a point for corner;

29. North 86°35'27" West, 118.93 feet to a point for corner;

30. North 09°08'42" East, 23.28 feet to a point for corner;

31. North 12°07'46" West, 97.00 feet to a point for corner;

32. North 59°09'04" West, 107.91 feet to a point for corner;

33. North 82°39'43" West, 73.37 feet to a point for corner;

34. South 73°49'38" West, 131.51 feet to a point for corner;

35. North 75°57'23" West, 17.00 feet to a point for corner marking the southwest corner of the herein described subject tract, being common with the east line of aforementioned F.M. Highway 521 and the west line of said 469.08-acre tract;

THENCE, North 14°02'37" East, along said common lines, 514.82 feet to the POINT OF BEGINNING, CONTAINING 17.53 acres of land situated in Brazoria County, Texas.

A METES & BOUNDS description of a certain 17.53-acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County (OPROBC); said 17.53-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found concrete monument at the northwest corner of said 469.08-acre tract, the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records;

THENCE, South 14°02'37" West, along the west line of said 469.08-acre tract, common with the east line of said F.M. Highway 521, 3279.35 feet to a point for corner being the POINT OF BEGINNING of the herein described subject tract marking the beginning of a non-tangent curve to the left, from which a found 1/2-inch iron rod (with cap stamped "CBG") bears South 14°02'37" West, 1331.65 feet;

THENCE, over and across said 469.08-acre tract the following thirty-five (35) courses and distances:

1. Along the arc of said non-tangent curve to the left having a radius of 30.00 feet, a central angle of 89°59'32", an arc length of 47.12 feet, and a long chord bearing South 30°57'09" East, with a chord length of 42.42 feet to a point for corner;

2. South 75°56'55" East, 5.31 feet to a point for corner marking the beginning of a curve to the right;

3. Along the arc of said curve to the right having a radius of 2060.00 feet, a central angle of 26°45'10", an arc length of 961.87 feet, and a long chord bearing South 62°34'20" East, with a chord length of 953.15 feet to a point for corner;

4. South 49°11'44" East, 142.96 feet to a point for corner marking the beginning of a curve to the left;

5. Along the arc of said curve to the left having a radius of 1940.00 feet, a central angle of 02°00'36", an arc length of 68.06 feet, and a long chord bearing South 50°12'02" East, with a chord length of 68.05 feet to a point for corner marking the beginning of a compound curve to the left;

6. Along the arc of said compound curve to the left having a radius of 30.00 feet, a central angle of 92°14'59", an arc length of 48.30 feet, and a long chord bearing North 82°40'10" East, with a chord length of 43.25 feet to a point for corner;

7. South 53°27'23" East, 90.00 feet to a point for corner marking the beginning of a non-tangent curve to the left;

8. Along the arc of said non-tangent curve to the left having a radius of 30.00 feet, a central angle of 92°15'04", an arc length of 48.30 feet, and a long chord bearing South 09°34'51" East, with a chord length of 43.25 feet to a point for corner;

9. South 34°17'37" West, 120.00 feet to a point for corner marking the beginning of a non-tangent curve to the left;

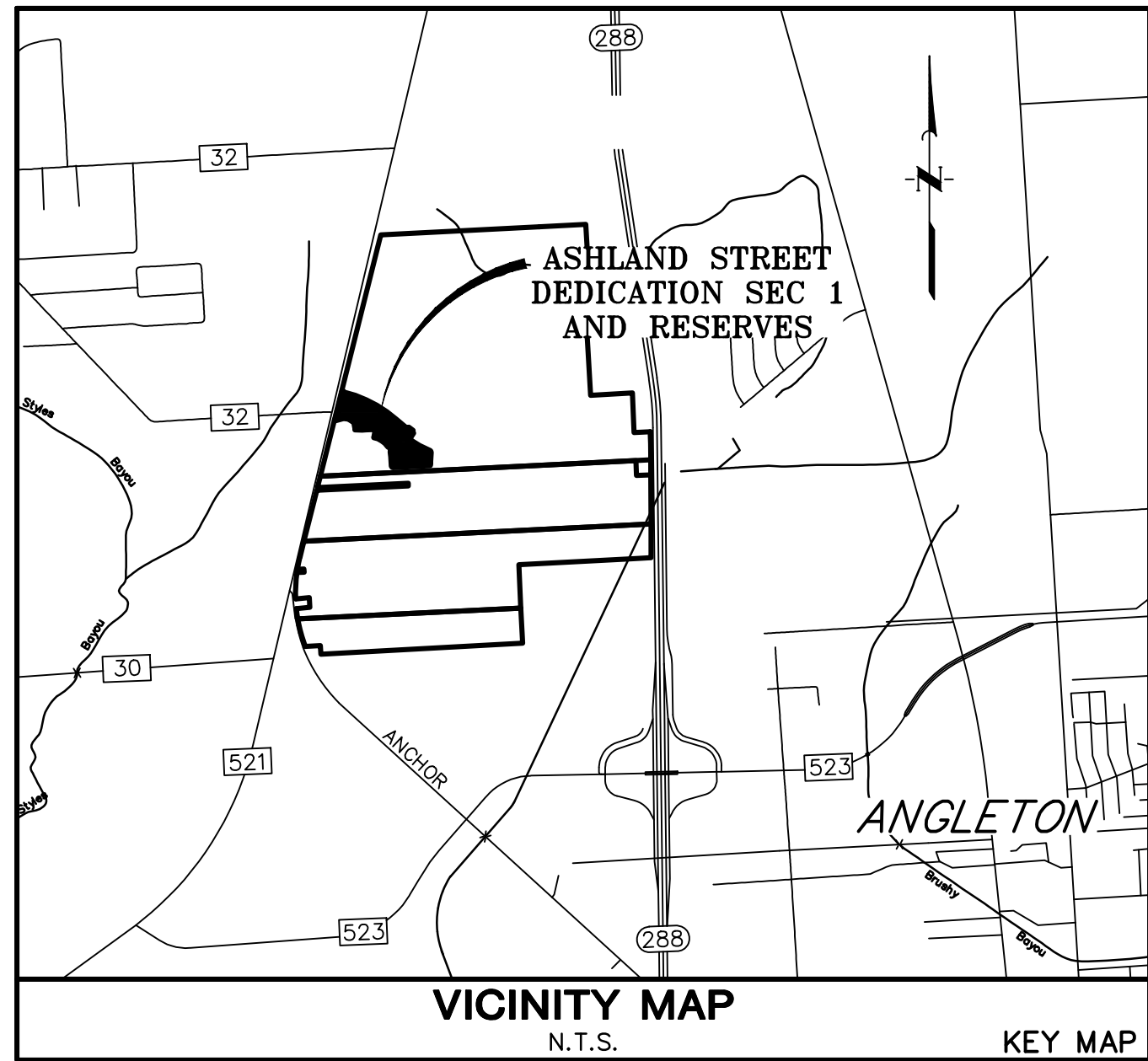
10. Along the arc of said non-tangent curve to the left having a radius of 2060.00 feet, a central angle of 10°42'36", an arc length of 385.07 feet, and a long chord bearing South 61°03'41" East, with a chord length of 384.51 feet to a point for corner marking the beginning of a reverse curve to the right;

11. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 77°03'36", an arc length of 33.62 feet, and a long chord bearing South 27°53'12" East, with a chord length of 31.15 feet to a point for corner marking the beginning of a reverse curve to the left;

12. Along the arc of said reverse curve to the left having a radius of 630.00 feet, a central angle of 13°17'14", an arc length of 146.10 feet, and a long chord bearing South 03°59'59" West, with a chord length of 145.77 feet to a point for corner;

13. South 02°38'38" East, 46.21 feet to a point for corner marking the beginning of a curve to the right;

14. Along the arc of said curve to the right having a radius of 25.00 feet,



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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

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

 City Secretary, City of Angleton
 On behalf of the Notary Public, State of Texas

FINAL PLAT OF ASHLAND STREET DEDICATION SEC 1 AND RESERVES

A SUBDIVISION OF 17.53 ACRES OF LAND
 OUT OF THE
 SHUBAEL MARSH SURVEYS, A - 81 & 82
 BRAZORIA COUNTY, TEXAS
 2 RESERVES 2 BLOCKS
 AUGUST 2023

OWNER
 ANCHOR HOLDINGS MP, LC
 101 PARKLANE BOULEVARD,
 SUITE 102
 SUGAR LAND, TEXAS 77478
 281.912.3364

ENGINEER/PLANNER/SURVEYOR:

 Quiddity Engineering, LLC
 Texas Board of Professional Engineers and Land Surveyors
 Registration Nos. F-23296 & 20084100
 6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhershan Vembarky DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

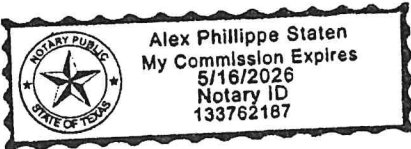
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhershan Vembarky DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas
Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary. If the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 2.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of the Ashland Street Dedication Sec 2 Final Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, 31.51 acres, 1 reserve, 1 block.

City Engineer comments are provided in Attachment 2. Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

Planning & Engineering Review and Comments:

This report reflects an update to the 6 textual comments initially submitted by the City Engineer. Staff has cleared those as coordinated in the attached submittal response by the applicant.

RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING

July 6, 2023

ROLL CALL:

Present:

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend and Commission Member Shawn Hogan.

Absent:

Commission Member Regina Bieri, Commission Member Ellen Eby

6. Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 2.

Commission Action:

Commission Member Townsend made a motion that we recommend approval of Final Plat of the Ashland Street Dedication Sec 2 and forward to City Council for final consideration and action with the noted conditions to be cleared prior. Motion was seconded by **Commission Member Shawn Hogan**.

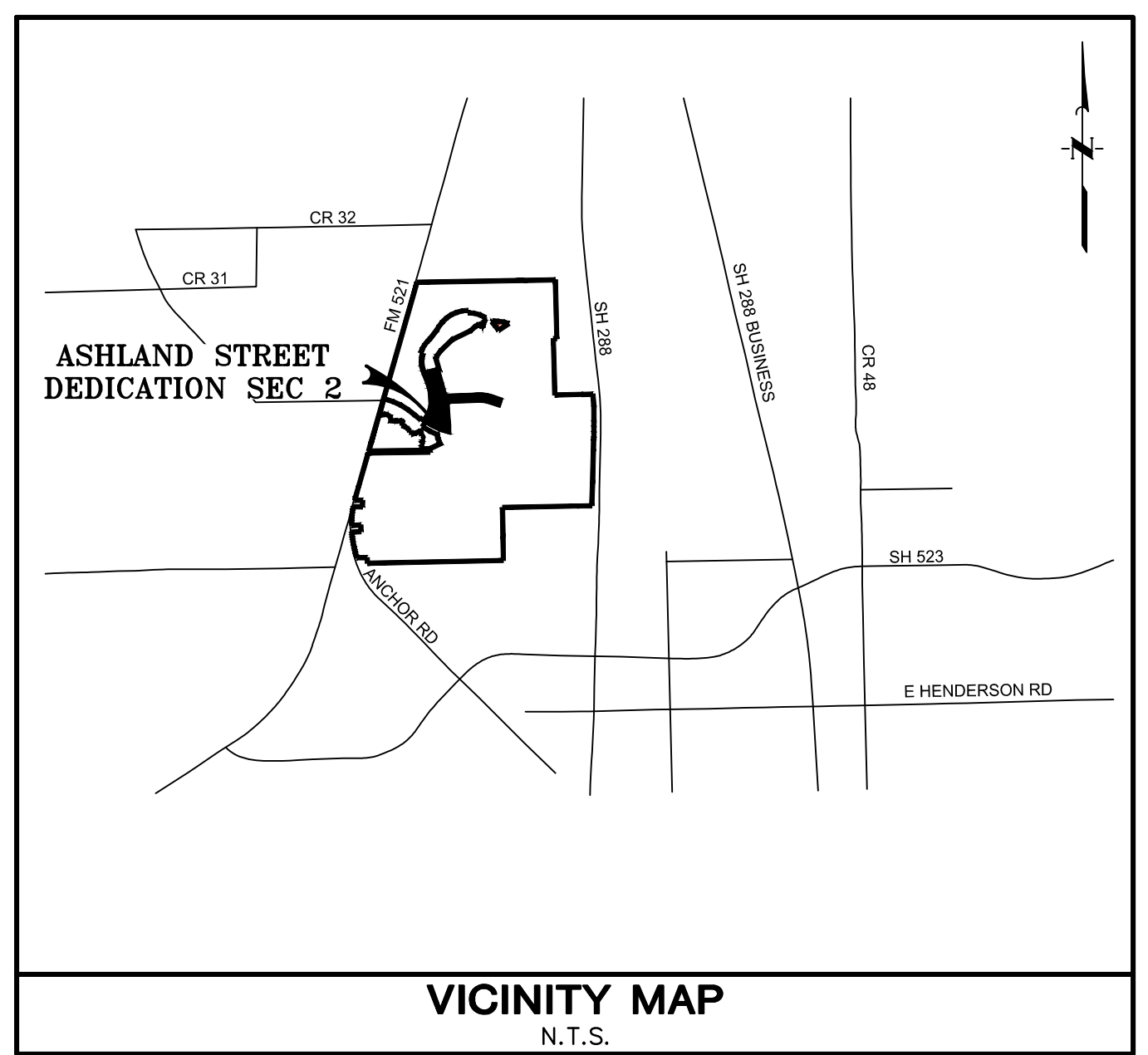
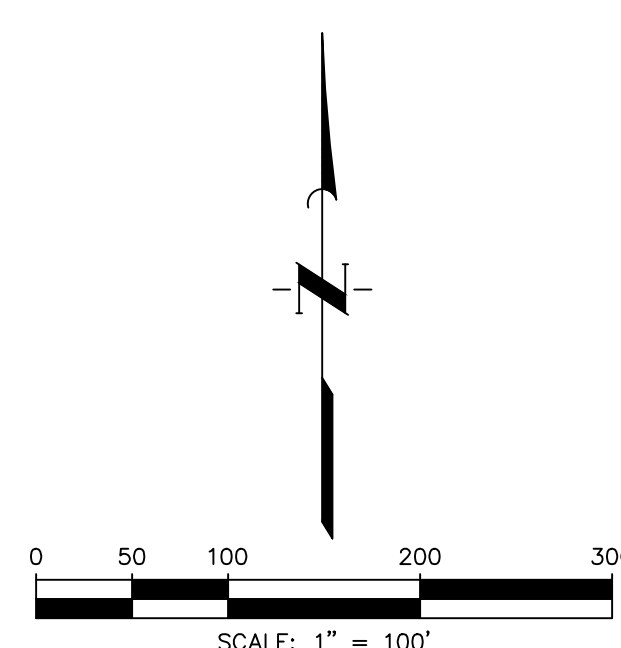
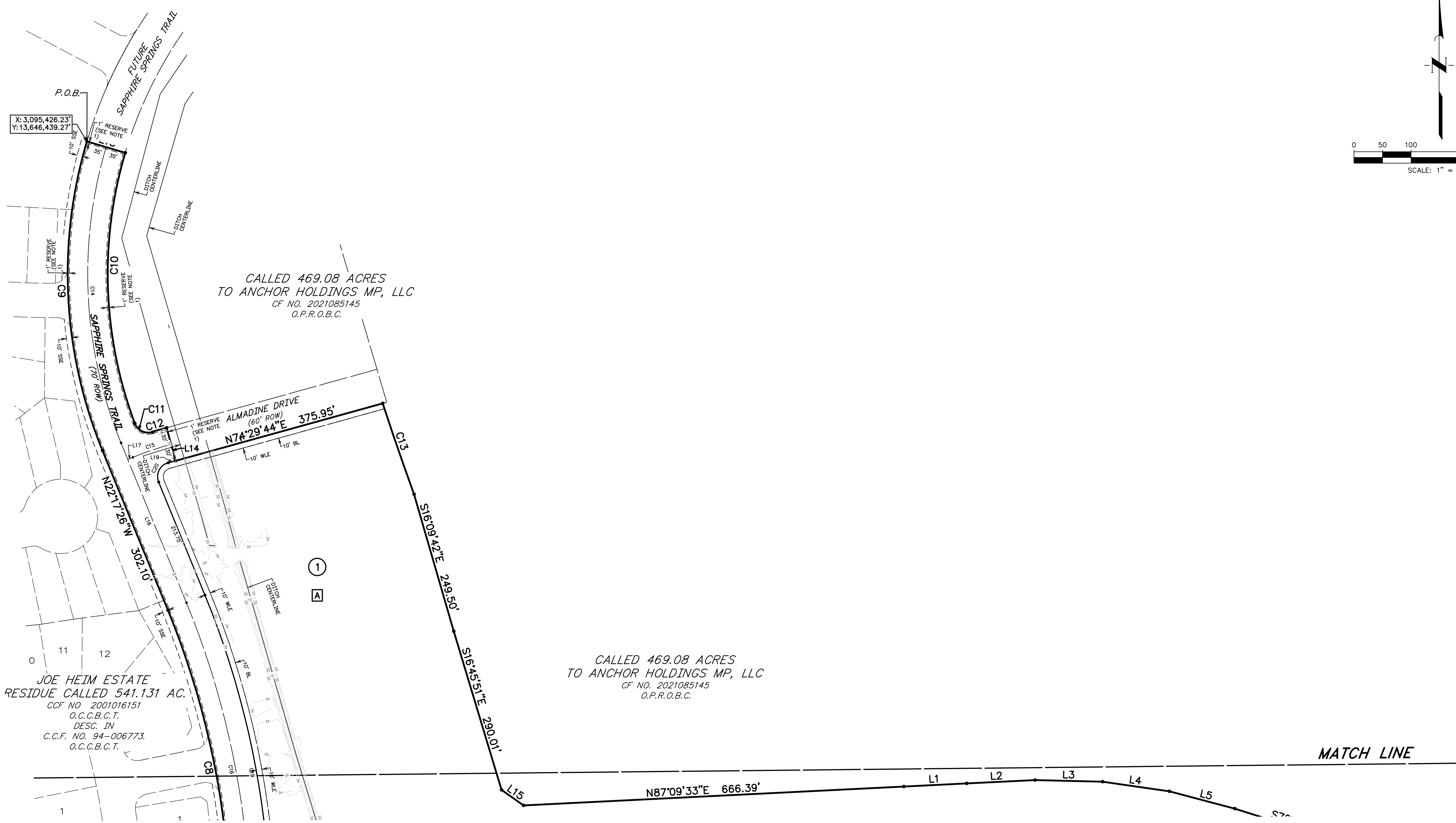
Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

Action: (4-0 Vote): Final Plat of the Ashland Street Dedication Sec 2 was approved with conditions.

Recommendation. The planning and zoning commission and staff recommend approval of this final plat conditioned on all Staff/Engineer's comments being satisfied.

RESTRICTED RESERVE [A]
 Restricted to Detention,
 Drainage and Trails
 28.13 AC
 1,225,505.59 Sq. Ft.

RESERVE TABLE			
IDENTIFYING No.	LAND USE	ACREAGE	OWNER
A	DRAINAGE AND DETENTION	28.13	ANCHOR HOLDINGS MP, LLC



- BL "Building Line"
- C.C.F. "County Clerk's File"
- DE "Drainage Easement"
- Esm "Easement"
- FC "Firm Code"
- O.C.C.B.T. "Official County Clerk, Brazoria County, Texas"
- No "Number"
- ROW "Right-of-Way"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- Stm SE "Storm Sewer Easement"
- Temp "Temporary"
- UE "Utility Easement"
- Vol - Pg "Volume and Page"
- WLE "Waterline Easement"
- ① "Block Number"
- "Set 3/4-inch Iron Rod With Cap Stamped 'Quiddity' as Per Certification"

- General Notes
- A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plots where such streets abut adjacent acreage tracts, the condition of such dedicated being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
 - All building lines along street rights-of-way are as shown on the plat.
 - The Coordinates shown herein are Texas Coordinate System of 1983, South Central Zone NAD 83, and may be brought to surface by applying the following combined scale factor of 1.0001144934.
 - Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
 - HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
 - VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (nav88), Geoid 12b, based on Allterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
 - These tracts lie within Zone "X" and Zone "X-Shaded" of the Flood Insurance Rate Map, Community Panel No. 485458, Map Number 480390430K, Panel 430, Suffix "K", dated December 30, 2020, for Brazoria County, Texas and unincorporated areas.
 - All drainage easements shown herein shall be dedicated to the public and shall be maintained by the MUD.
 - Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
 - 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 where 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.
 - Reserves A shall be owned and maintained by the Brazoria County MUD No. 82.

LINE	BEARING	DISTANCE
L1	N87°09'33"E	110.00'
L2	N87°12'27"E	119.98'
L3	S88°38'15"E	118.17'
L4	S81°51'46"E	118.17'
L5	S75°07'34"E	118.39'
L6	S40°55'40"W	62.26'
L7	S05°18'13"E	92.21'
L8	S04°50'23"E	160.40'
L9	S01°38'07"E	153.48'
L10	S04°22'43"E	90.63'
L11	N53°27'23"W	90.00'
L12	N36°32'41"E	142.60'
L13	S73°29'03"E	70.00'
L14	S15°30'16"E	60.00'
L15	S54°48'09"E	47.26'
L16	N22°17'26"W	302.10'
L17	S67°42'34"W	9.43'
L18	S36°32'41"W	77.79'
L19	N74°29'44"E	13.92'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1834.82'	7°48'46"	250.19'	S17°32'13"W	250.00'	125.29'
C2	750.00'	20°22'41"	266.75'	N82°39'07"W	265.34'	134.80'
C3	125.00'	3°11'37"	6.97'	S05°58'32"E	6.97'	3.48'
C4	1940.00'	23°33'28"	797.65'	S67°29'07"E	792.04'	404.54'
C5	30.00'	92°15'04"	48.30'	S09°34'51"E	43.25'	31.20'
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C8	1465.00'	23°53'41"	610.97'	N10°20'36"W	606.55'	309.99'
C9	815.00'	38°48'23"	552.00'	S02°53'15"E	541.51'	287.06'
C10	745.00'	37°04'06"	481.99'	S02°01'06"E	473.62'	249.77'
C11	25.00'	87°16'51"	38.08'	S64°11'34"E	34.51'	23.84'
C12	630.00'	2°19'43"	25.61'	S73°19'52"W	25.60'	12.80'
C13	5868.77'	1°38'32"	168.21'	S19°02'10"E	168.21'	84.11'
C14	780.00'	38°48'23"	528.29'	S02°53'15"E	518.25'	274.73'
C15	600.00'	6°47'10"	71.06'	S71°06'09"W	71.02'	35.57'
C16	1500.00'	23°53'41"	625.56'	N10°20'36"W	621.04'	317.40'
C17	750.00'	34°56'26"	457.37'	N19°04'28"E	450.32'	236.05'
C18	800.00'	33°56'05"	473.82'	N19°34'38"E	466.92'	244.09'
C19	1535.00'	24°54'02"	667.11'	N09°50'25"W	661.87'	338.90'
C20	25.00'	96°47'10"	42.23'	S26°06'09"W	37.39'	28.15'

FINAL PLAT OF ASHLAND STREET DEDICATION SEC 2

A SUBDIVISION OF 3151 ACRES OF LAND
 OUT OF THE
 SHUBAEL MARSH SURVEY, A-82
 BRAZORIA COUNTY, TEXAS
 1 RESERVE 1 BLOCK
 JULY 2023

OWNER
 ANCHOR HOLDINGS MP LLC
 101 PARKLANE BOULEVARD
 SUITE 102
 SUGAR LAND, TEXAS 77478
 281-912-3364

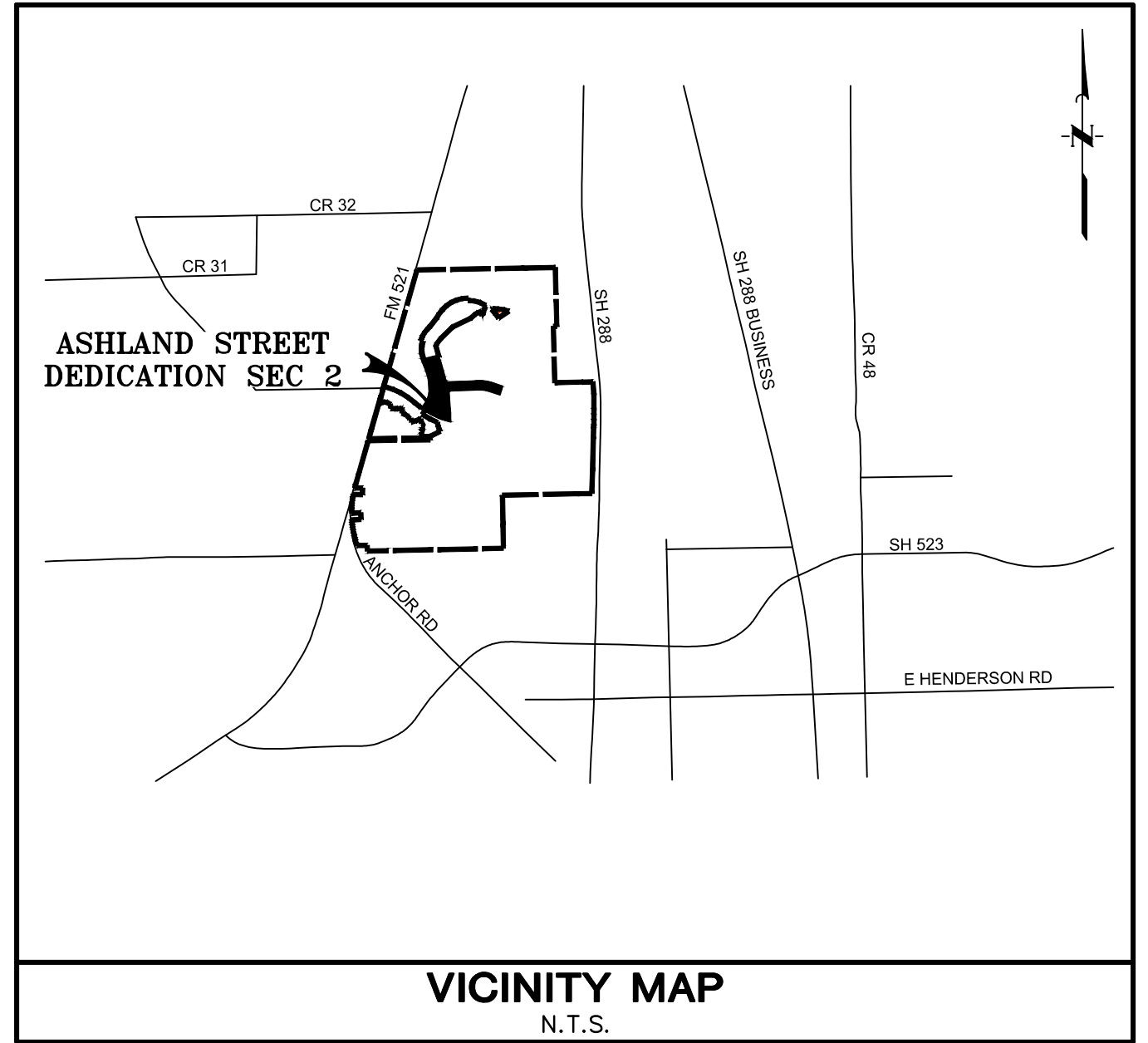
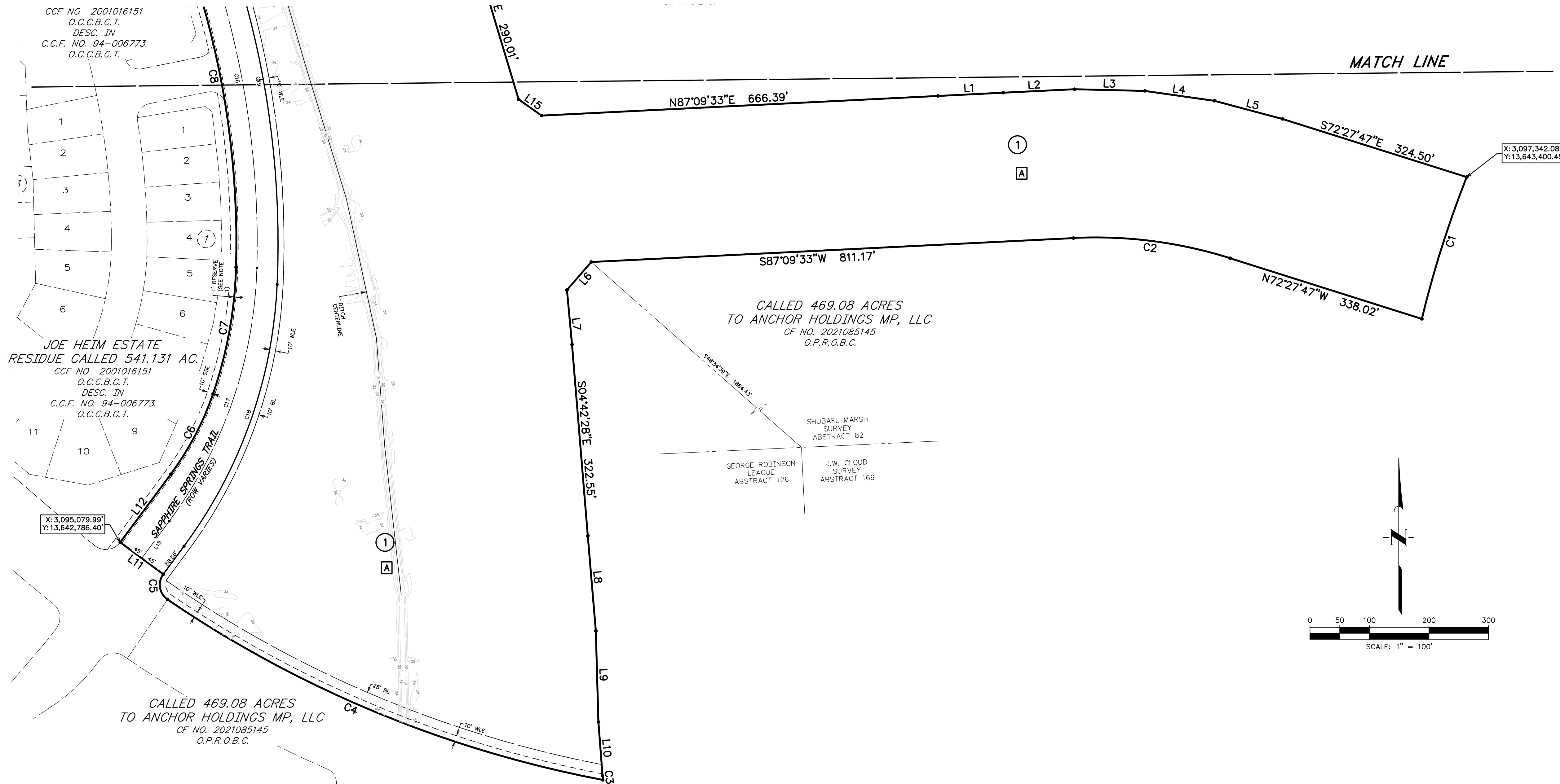
PLANNER
 META PLANNING AND DESIGN
 24275 KATY FREEWAY
 SUITE 200
 KATY, TEXAS 77494
 281-810-1422

ENGINEER/SURVEYOR:

 Quiddity Engineering, LLC
 Texas Board of Professional Engineers and Land Surveyors
 Registration No. F-25296 & L0604500
 6300 West Loop South, Suite 514, Houston, TX 77057 • 713.777.5337

RESTRICTED RESERVE [A]
 Restricted to Detention,
 Drainage and Trails
 28.13 AC
 1,225,505.59 Sq. Ft.

RESERVE TABLE			
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A	DRAINAGE AND DETENTION	28.13	ANCHOR HOLDINGS MP, LLC



CCF NO 2001016151
 O.C.C.B.C.T.
 DESC. IN
 C.C.F. NO. 94-006773.
 O.C.C.B.C.T.

JOE HEIM ESTATE
 RESIDUE CALLED 541.131 AC.
 CCF NO. 2001016151
 O.C.C.B.C.T.
 DESC. IN
 C.C.F. NO. 94-006773.
 O.C.C.B.C.T.

CALLLED 469.08 ACRES
 TO ANCHOR HOLDINGS MP, LLC
 CF NO. 2021085145
 O.P.R.O.B.C.

CALLLED 469.08 ACRES
 TO ANCHOR HOLDINGS MP, LLC
 CF NO. 2021085145
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FINAL PLAT OF ASHLAND STREET DEDICATION SEC 2

A SUBDIVISION OF 31.51 ACRES OF LAND
 OUT OF THE
 SHUBAEL MARSH SURVEY, A-82
 BRAZORIA COUNTY, TEXAS
 1 RESERVE 1 BLOCK
 JULY 2023

OWNER
 ANCHOR HOLDINGS MP LLC
 101 PARKLANE BOULEVARD
 SUITE 102
 SUGAR LAND, TEXAS 77478
 281-912-3364

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

ENGINEER/SURVEYOR:

 Quiddity Engineering, LLC
 Texas Board of Professional Engineers and Land Surveyors
 Registration No. E-25298 & S06045100
 6330 West Loop South, Suite 510 • Houston, TX 77057 • 713.777.5337

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 31.51-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82, in Brazoria County, Texas, being out of a called 469.08 acre tract of land conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County; said 31.51-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument at the northwest corner of said 469.08-acre tract, the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records, from which a 5/8 inch found iron rod bears North 87°03'34" East, 3,809.04 feet;

THENCE, South 14°02'37" West, along the west line of said 469.08-acre tract, common with the east line of said F.M. Highway 521, 1,798.64 feet to a point for corner;

THENCE, South 75°57'23" East, 681.31 feet to the POINT OF BEGINNING;

THENCE, South 73°29'03" East, 70.00 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 745.00 feet, a central angle of 37°04'06", an arc length of 481.99 feet, and a long chord bearing South 02°01'06" East, 473.62 feet to a point at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 25.00 feet, a central angle of 87°16'51", an arc length of 38.08 feet, and a long chord bearing South 64°11'34" East, 34.51 feet to a point at the beginning of a reverse curve to the right;

THENCE, along the arc of said reverse curve to the right having a radius of 630.00 feet, a central angle of 02°19'43", an arc length of 25.61 feet, and a long chord bearing North 73°19'52" East, 25.60 feet to a point for corner;

THENCE, South 15°30'16" East, 60.00 feet to a point for corner;

THENCE, North 74°29'44" East, 375.95 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 5868.77 feet, a central angle of 01°38'32", an arc length of 168.21 feet, and a long chord bearing South 19°02'10" East, 168.21 feet to a point for corner;

THENCE over and across the aforementioned 469.08-acre tract the following nine (9) courses and distances;

- 1. South 16°09'42" East, 249.50 feet to a point for corner;
2. South 16°45'51" East, 290.01 feet to a point for corner;
3. South 54°48'09" East, 47.26 feet to a point for corner;
4. North 87°09'33" East, 776.39 feet to a point for corner;
5. North 87°12'27" East, 119.98 feet to a point for corner;
6. South 88°38'15" East, 118.17 feet to a point for corner;
7. South 81°51'46" East, 118.17 feet to a point for corner;
8. South 75°07'34" East, 118.39 feet to a point for corner;
9. South 72°27'47" East, 324.50 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 1834.82 feet, a central angle of 07°48'46", an arc length of 250.19 feet, and a long chord bearing South 17°32'13" West, 250.00 feet to a point for corner;

THENCE, North 72°27'47" West, 338.02 feet to a point at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 750.00 feet, a central angle of 20°22'41", an arc length of 266.75 feet, and a long chord bearing North 82°39'07" West, 265.34 feet to a point for corner;

THENCE over and across the aforementioned 469.08-acre tract the following (7) courses and distances;

- 1. South 87°09'33" West, 811.17 feet to a point for corner;
2. South 40°55'40" West, 62.26 feet to a point for corner;
3. South 05°18'13" East, 92.21 feet to a point for corner;
4. South 04°42'28" East, 322.55 feet to a point for corner;
5. South 04°50'23" East, 160.40 feet to a point for corner;
6. South 01°38'07" East, 153.48 feet to a point for corner;
7. South 04°22'43" East, 90.63 feet to a point at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 125.00 feet, a central angle of 03°11'37", an arc length of 6.97 feet, and a long chord bearing South 05°58'32" East, 6.97 feet to a point at the beginning of a reverse curve to the right;

THENCE, along the arc of said reverse curve to the right having a radius of 1940.00 feet, a central angle of 23°33'28", an arc length of 797.65 feet, and a long chord bearing North 67°29'07" West, 792.04 feet to a point at the beginning of a compound curve to the right;

THENCE, along the arc of said compound curve to the right having a radius of 30.00 feet, a central angle of 92°15'04", an arc length of 48.30 feet, and a long chord bearing North 09°34'51" West, 43.25 feet to a point for corner;

THENCE, North 53°27'23" West, 90.00 feet to a point for corner;

THENCE, North 36°32'41" East, 142.60 feet to a point at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 500.00 feet, a central angle of 17°32'37", an arc length of 153.10 feet, and a long chord bearing North 27°46'22" East, 152.50 feet to a point for corner;

THENCE, along the arc of said compound curve to the left having a radius of 715.00 feet, a central angle of 17°23'49", an arc length of 217.10 feet, and a long chord bearing North 10°18'10" East, 216.27 feet to a point for corner;

THENCE, along the arc of said compound curve to the left having a radius of 1465.00 feet, a central angle of 23°53'41", an arc length of 610.97 feet, and a long chord bearing North 10°20'36" West, 606.55 feet to a point for corner;

THENCE, North 22°17'26" West, 302.10 feet to a point at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 815.00 feet, a central angle of 38°48'23", an arc length of 552.00 feet, and a long chord bearing North 02°53'15" West, 541.51 feet to a point for corner; to the POINT OF BEGINNING, CONTAINING 31.51-acres of land in Brazoria County, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Final Plat of Ashland Street Dedication Sec 2, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

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

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

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

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

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

IN TESTIMONY WHEREOF, the Anchor Holdings MP, LLC, has caused these presents to be signed by _____, Authorized Signer, thereunto, this __ day of _____, 20__.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared _____ Authorized Signer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, _____ 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.

Signature/Professional Seal

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

William A.C. McAshan, P.E.
Professional Engineer

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

Chairman, Planning and Zoning Commission

City Secretary

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

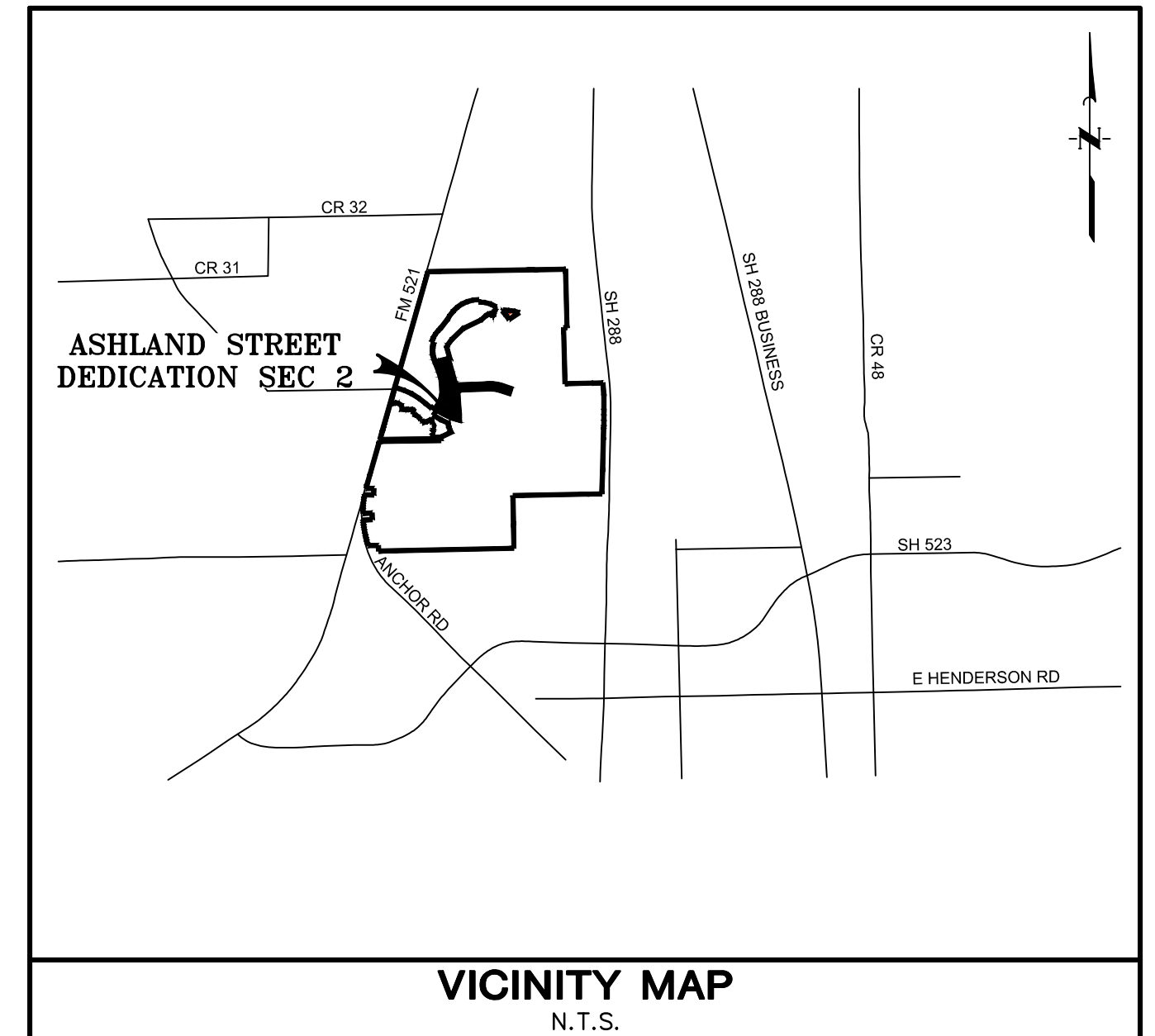
Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

City Secretary, City of Angleton
On behalf of the Notary Public, State of Texas



FINAL PLAT OF
ASHLAND
STREET DEDICATION
SEC 2
A SUBDIVISION OF 31.51 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS
1 RESERVE 1 BLOCK
JULY 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

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

ENGINEER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration No. F-23298 & 100645100
6330 West Loop South, Suite 100 • Houston, TX 77040 • 713.777.5337



June 29, 2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Ashland Street Dedication Sec 2

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

General

1. *Show topographic contour information on the plat drawing sheets.*

Response: Topographic contour information has been added to the plat drawing sheets.

Sheet 1 of 3

2. *Note 8: Verify FIRM states incorporated however area on the map shows as unincorporated areas.*

Response: Note 8 has been modified to show that the FIRM areas are unincorporated.

3. *Note 5: Verify if this is applicable with this subdivision*

Response: Note 5 has been removed because it lacked applicability.

4. *Notate ownership and maintenance responsibilities of the reserves shown on the plat*

Response: An additional note has been added to detail the ownership and maintenance of the reserves.

5. *Show bearing from commencement point to monument on plat drawing.*

Response: Bearing commencement point has been shown to the monument on the plat drawing.

Sincerely,

Chantelle Jamnik
Planner



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

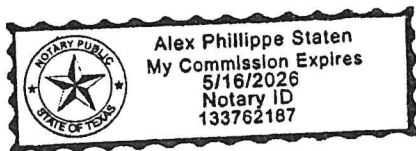
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas

Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary if the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 3.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of the Ashland Street Dedication Sec 3 Final Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 24.91 acres, 3 reserves, 1 block.

City Engineer comments are provided in Attachment 2. Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

Planning & Engineering Review and Comments:

This report reflects an update to the 7 textural comments initially submitted by the City Engineer. Staff has cleared those comments as coordinated in the response submittal by the applicant (see attached).

**RECORD OF PROCEEDINGS:
PLANNING AND ZONING COMMISSION MEETING**

July 6, 2023

Item #7. Discussion and possible action on the Final Plat of the Ashland Street Dedication Sec 3.

Commission Action:

Commission Member Townsend made a motion that we recommend approval of Final Plat of the Ashland Street Dedication Sec 2 and forward to City Council for final consideration and action with the noted conditions to be cleared prior. Motion was seconded by Commission Member Deborah Spoor.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

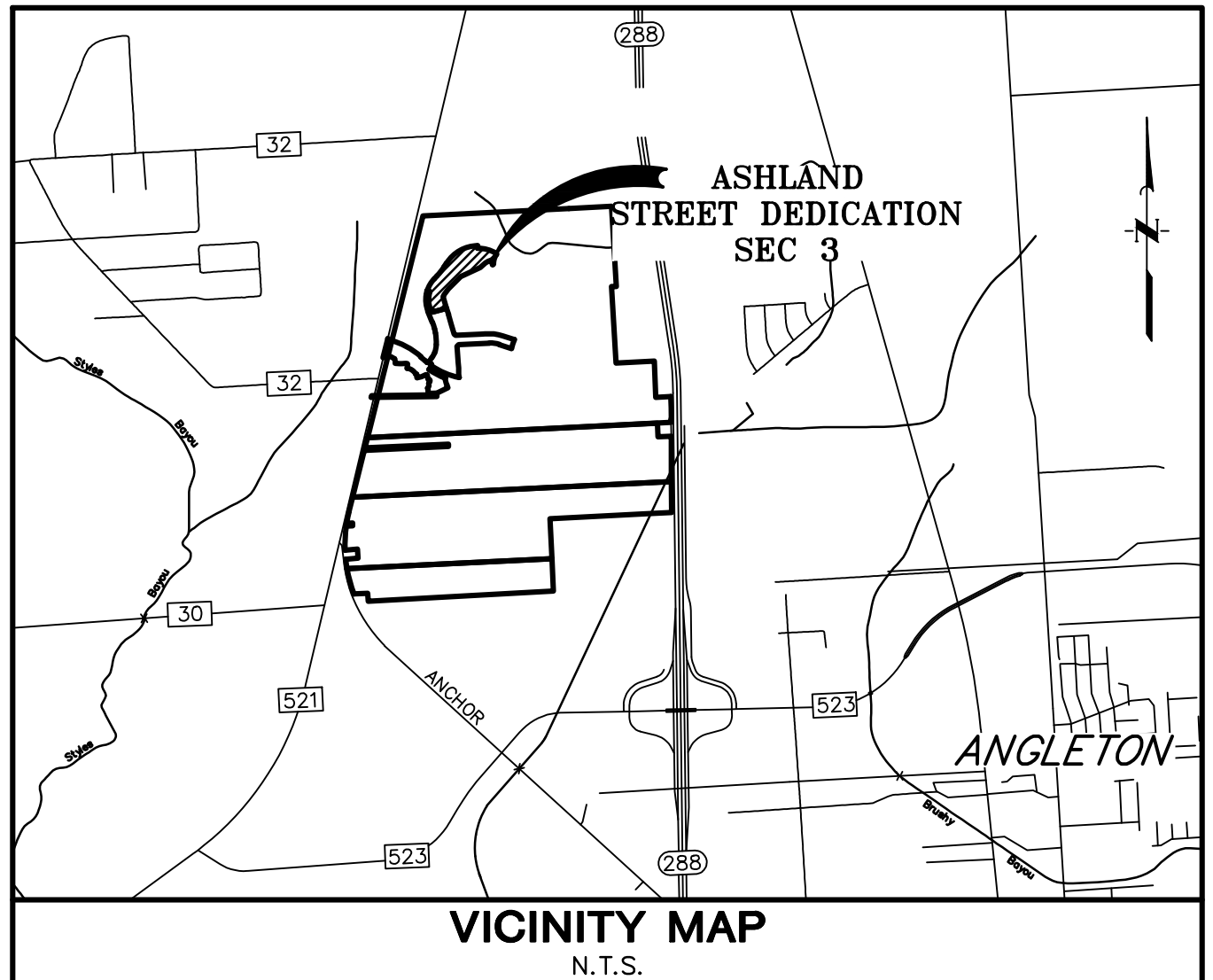
Action: (4-0 Vote): Final Plat of the Ashland Street Dedication Sec 3 was approved with conditions.

Recommendation. The planning and zoning commission and staff recommend approval of this final plat conditioned on an outstanding Engineer's comments.

RESERVE TABLE				
IDENTIFYING No.	LAND USE	ACREAGE	OWNER	
A	PARK/OPEN SPACE	1.27	Palmetto/MHA FB 107, LP	
B	DRAINAGE/DETENTION/LANDSCAPE/OPEN SPACE	20.06	Palmetto/MHA FB 107, LP	
C	DRAINAGE/DETENTION/LANDSCAPE/OPEN SPACE	.10	Palmetto/MHA FB 107, LP	

CALLED 469.08 AC
TO ANCHOR HOLDINGS MP, LLC
CF No. 2021085145
OPROBC

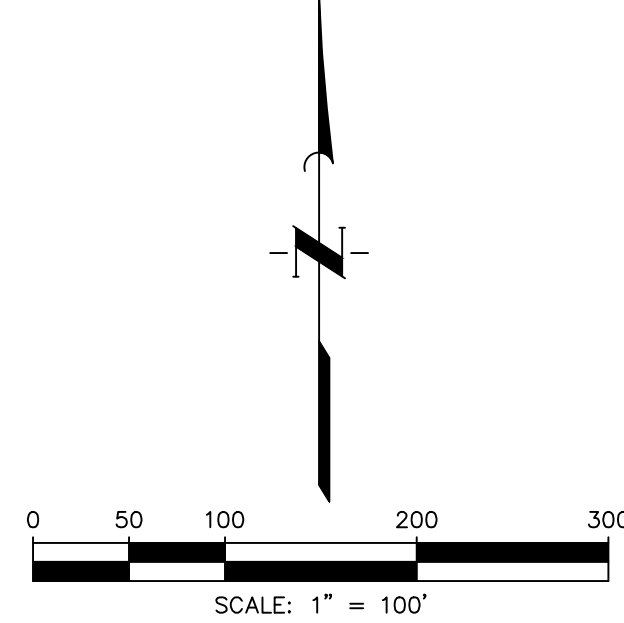
CALLLED 469.08 AC
TO ANCHOR HOLDINGS MP, LLC
CF No. 2021085145
OPROBC



General Notes

- AC "Acres"
- BL "Building Line"
- C.C.F. "County Clerk's File"
- DE "Drainage Easement"
- Eam "Easement"
- FG "Firm Code"
- FND "Found"
- OCCBCT "Official County Clerk, Brazoria County, Texas"
- OPROBC "Official Public Records of Brazoria County"
- No. "Number"
- POB "Point of Beginning"
- ROW "Right-of-Way"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- Stm SE "Storm Sewer Easement"
- Temp "Temporary"
- UE "Utility Easement"
- Vol. Pg "Volume and Page"
- WLE "Waterline Easement"
- Ⓚ "Block Number"
- "Set 3/4-inch Iron Rod With Cap Stamped 'Quiddity' as Per Certification"

1. A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plots where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revest in the dedicating, his heirs, assigns or successors.
2. All building lines along street rights-of-way are as shown on the plat.
3. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999870017.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
5. There are pipelines or pipeline easements within the platted area shown hereon.
6. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
7. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (navd88), Geoid 12b, based on Allterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
8. These tracts lie within Zone "X" And Zone "X-Shaded" of the Flood Insurance Rate Map, Community No. 485458, Map Number 48039c0430k, Panel 430, Suffix "K" dated December 30, 2020, for Brazoria County, Texas and incorporated areas.
9. All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
10. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
11. This subdivision shall be serviced by the following providers: Brazoria County Mud #82, Centerpoint, Texas New Mexico Power, And Centric Gas & Fiber.
12. 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.
13. 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.
14. 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."
15. 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.
16. 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.
17. Reserves A, B, and C shall be owned and maintained by the Brazoria County MUD No. 82



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S74°29'44"W	383.33'
L2	N15°30'16"W	60.00'
L3	N73°29'03"W	70.00'
L4	N42°54'34"E	314.82'
L5	S06°52'05"E	70.00'
L6	N14°01'46"W	125.00'
L7	S70°08'52"W	90.29'
L8	S58°30'09"W	91.70'
L9	S47°48'28"W	178.80'
L10	S63°17'42"W	570.00'
L11	S44°34'38"W	455.00'
L12	S36°12'11"W	190.26'
L13	S21°46'37"W	66.45'
L14	S16°30'19"E	324.58'
L15	N74°29'44"E	382.80'
L16	N42°54'34"E	314.82'
L17	N50°58'41"W	6.46'
L18	N45°27'46"E	313.27'
L19	N62°23'46"E	44.84'
L20	N48°10'30"E	60.25'
L21	N79°21'09"W	65.22'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	630.00'	219°43"	25.61'	S73°19'52"W	25.60'	12.80'
C2	25.00'	87°16'51"	38.08'	N64°11'34"W	34.51'	23.84'
C3	745.00'	37°04'06"	481.99'	N02°01'06"W	473.62'	249.77'
C4	815.00'	26°23'37"	375.44'	N29°42'46"E	372.12'	191.11'
C5	3035.00'	15°53'23"	841.69'	N50°51'16"E	839.00'	423.56'
C6	785.00'	24°19'58"	333.38'	N70°57'56"E	330.88'	169.24'
C7	715.00'	36°53'55"	460.46'	S78°25'07"E	452.54'	238.53'
C8	25.00'	93°33'50"	40.82'	S13°11'15"E	36.44'	26.61'
C9	430.00'	34°03'55"	255.66'	S16°33'43"W	251.91'	131.73'
C10	25.00'	77°42'59"	33.91'	S38°23'15"W	31.37'	20.14'
C11	320.00'	116°31"	7.12'	S76°36'28"W	7.12'	3.56'
C12	780.00'	26°23'37"	359.31'	N29°42'46"E	356.14'	182.90'
C13	3000.00'	15°53'23"	831.99'	N50°51'16"E	829.32'	418.68'
C14	750.00'	24°19'58"	318.52'	N70°57'56"E	316.13'	161.70'
C15	908.26'	0°42'23"	11.20'	N44°48'09"E	11.20'	5.60'
C16	500.00'	16°56'00"	147.77'	N53°55'46"E	147.23'	74.43'
C17	2278.08'	1°01'50"	40.97'	N63°10'23"E	40.97'	20.49'
C18	7995.05'	0°23'44"	55.20'	N63°53'10"E	55.20'	27.60'
C19	14243.27'	0°17'42"	73.31'	N63°56'11"E	73.31'	36.66'
C20	46656.54'	0°01'11"	16.04'	N63°46'45"E	16.04'	8.02'
C21	987877.99'	0°00'15"	73.85'	N63°46'02"E	73.85'	36.92'
C22	7999.08'	0°27'27"	63.87'	N63°32'11"E	63.87'	31.93'
C23	18634.90'	0°14'26"	78.27'	N63°25'38"E	78.27'	39.13'
C24	400.00'	15°24'01"	107.51'	N55°52'30"E	107.19'	54.08'
C25	1138.69'	2°05'19"	41.51'	N46°01'38"E	41.51'	20.76'
C26	1049.66'	2°16'40"	41.73'	N46°07'18"E	41.72'	20.87'
C27	1463.70'	1°32'15"	39.28'	N48°01'45"E	39.28'	19.64'

FUTURE DEVELOPMENT

CALLLED 469.08 AC
TO ANCHOR HOLDINGS MP, LLC
CF No. 2021085145
OPROBC

FUTURE PHASING FOR ASHLAND

CALLLED 469.08 AC
TO ANCHOR HOLDINGS MP, LLC
CF No. 2021085145
OPROBC

ASHLAND STREET DEDICATION SEC 2
CCF No. OCCBCT



FINAL PLAT OF ASHLAND STREET DEDICATION SEC 3

A SUBDIVISION OF 24.91 ACRES OF LAND
OUT OF THE SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS

3 RESERVES 1 BLOCK
JULY 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

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

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 20045100
1229 Corporate Drive, Suite 100 • Rosenberg, TX 77471 • 281.342.2033

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Street Dedication Sec 3, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

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

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

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

Print Name

My commission expires:

STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, 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.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

William A.C. McAshan, P.E.
Professional Engineer

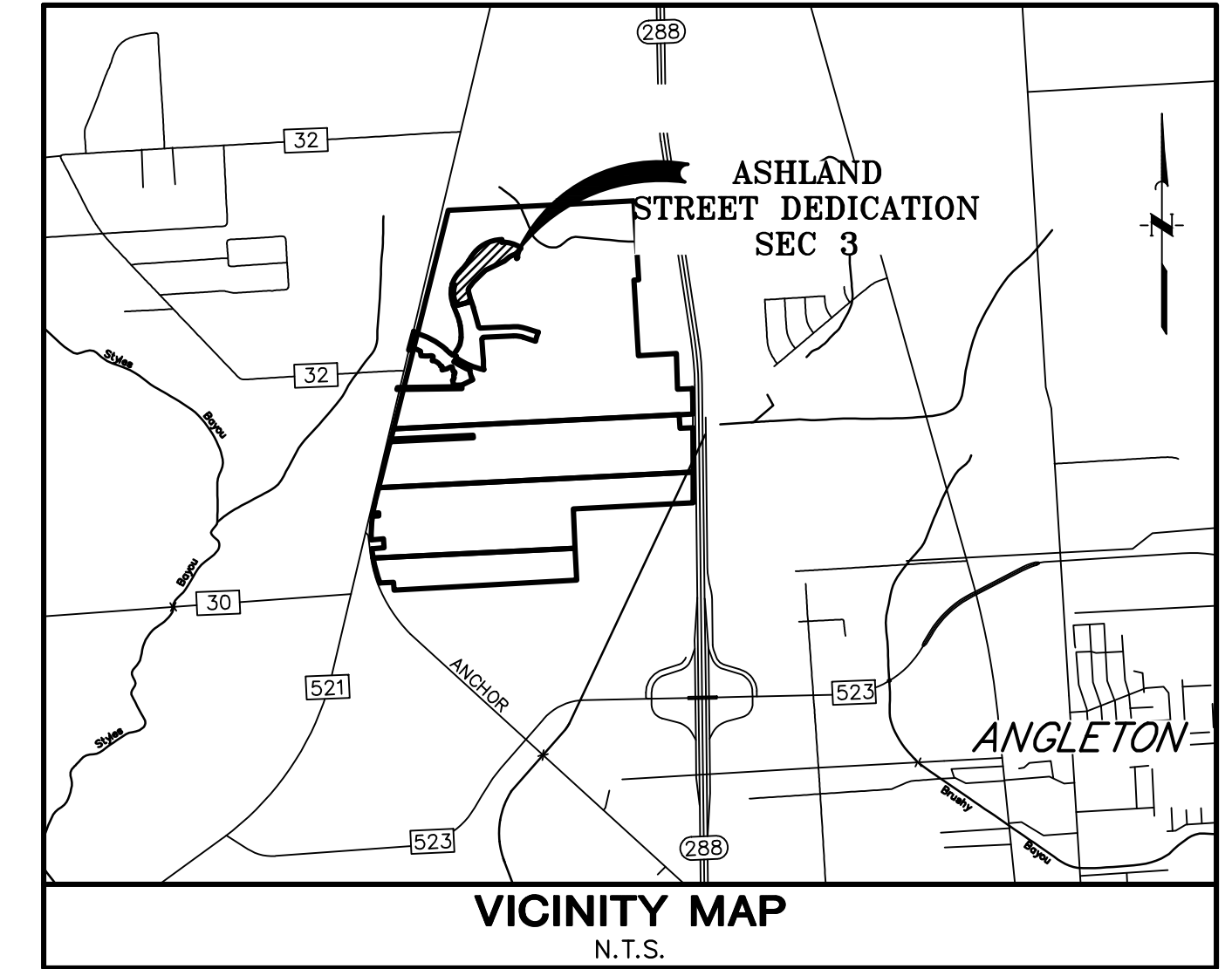
STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 24.91 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County (OPROBC); said 24.91 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found concrete monument at the northwest corner of said 469.08-acre tract, the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records;

THENCE, over and across said 469.08 acre tract the following twenty six (26) courses and distances:

- 1.South 65°37'39" East, 1741.98 feet to the POINT OF BEGINNING of the herein described subject tract;
2.South 06°52'05" East, 70.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
3.Along the arc of said non-tangent curve to the right having a radius of 715.00 feet, a central angle of 36°53'55", an arc length of 460.46 feet, and a long chord bearing South 78°25'07" East, with a chord length of 452.54 feet to a point for corner marking the beginning of a compound curve to the right;
4.Along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 93°33'50", an arc length of 40.82 feet, and a long chord bearing South 13°11'15" East, with a chord length of 36.44 feet to a point for corner marking the beginning of a reverse curve to the left;
5.Along the arc of said reverse curve to the left having a radius of 430.00 feet, a central angle of 34°03'55", an arc length of 255.66 feet, and a long chord bearing South 16°33'43" West, with a chord length of 251.91 feet to a point for corner marking the beginning of a reverse curve to the right;
6.Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 77°42'59", an arc length of 33.91 feet, and a long chord bearing South 38°23'15" West, with a chord length of 31.37 feet to a point for corner marking the beginning of a reverse curve to the left;
7.Along the arc of said reverse curve to the left having a radius of 320.00 feet, a central angle of 01°16'31", an arc length of 7.12 feet, and a long chord bearing South 76°36'28" West, with a chord length of 7.12 feet to a point for corner;
8.North 14°01'46" West, 125.00 feet to a point for corner;
9.South 70°08'52" West, 90.29 feet to a point for corner;
10. South 58°30'09" West, 91.70 feet to a point for corner;
11. South 47°48'28" West, 178.80 feet to a point for corner;
12. South 63°17'42" West, 570.00 feet to a point for corner;
13. South 44°34'38" West, 455.00 feet to a point for corner;
14. South 36°12'11" West, 190.26 feet to a point for corner;
15. South 21°46'37" West, 66.45 feet to a point for corner;
16. South 16°30'19" East, 324.58 feet to a point for corner;
17. South 74°29'44" West, 383.33 feet to a point for corner;
18. North 15°30'16" West, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the left;
19. Along the arc of said non-tangent curve to the left having a radius of 630.00 feet, a central angle of 02°19'43", an arc length of 25.61 feet, and a long chord bearing South 73°19'52" West, with a chord length of 25.60 feet to a point for corner marking the beginning of a reverse curve to the right;
20. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 87°16'51", an arc length of 38.08 feet, and a long chord bearing North 64°11'34" West, with a chord length of 34.51 feet to a point for corner marking the beginning of a compound curve to the right;
21. Along the arc of said compound curve to the right having a radius of 745.00 feet, a central angle of 37°04'06", an arc length of 481.99 feet, and a long chord bearing North 02°01'06" West, with a chord length of 473.62 feet to a point for corner;
22. North 73°29'03" West, 70.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
23. Along the arc of said non-tangent curve to the right having a radius of 815.00 feet, a central angle of 26°23'37", an arc length of 375.44 feet, and a long chord bearing North 29°42'46" East, with a chord length of 372.12 feet to a point for corner;
24. North 42°54'34" East, 314.82 feet to a point for corner marking the beginning of a curve to the right;
25. Along the arc of said curve to the right having a radius of 3035.00 feet, a central angle of 15°53'23", an arc length of 841.69 feet, and a long chord bearing North 50°51'16" East, with a chord length of 839.00 feet to a point for corner marking the beginning of a compound curve to the right;
26. Along the arc of said compound curve to the right having a radius of 785.00 feet, a central angle of 24°19'58", an arc length of 333.38 feet, and a long chord bearing North 70°57'56" East, with a chord length of 330.88 feet to the POINT OF BEGINNING, CONTAINING 24.91 acres of land in Brazoria County, Texas.



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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20___, by

City Secretary, City of Angleton
On behalf of the Notary Public, State of Texas

FINAL PLAT OF
ASHLAND
STREET DEDICATION SEC 3

A SUBDIVISION OF 24.91 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS

3 RESERVES

1 BLOCK

JULY 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

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

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10040300
1229 Corporate Drive, Suite 100 • Houston, TX 77047 • 281.342.2033



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

June 29,2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Ashland Street Dedication Sec 3

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

Sheet 1 of 2

1. *Remove graphic overlapping text in note 1.*

Response: Text has been removed.

2. *Note 8: Verify FIRM states incorporated however area on the map shows as unincorporated areas.*

Response: Note 8 has been modified to show that the FIRM areas are unincorporated.

3. *Notate corner tie to abstract shown.*

Response: Corner tie has been noted.

4. *Show bearing from commencement point to monument on plat drawing.*

Response: Bearing commencement point has been shown to the monument on the plat drawing.

5. *Verify and show location of aerial easements noted in the dedication, onto the plat drawing.*

Response: Easements have been shown.

Sheet 2 of 2

6. *Show bearing from commencement point to monument on plat drawing.*

Response: Bearing has been shown.

7. *Use surveyor's certificate found in the Angleton LDC Sec. 23-114*

Response: Surveyors certificate has been used



QUIDDITY

Item 13.

2322 W Grand Parkway North, Suite
150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

Sincerely,

A handwritten signature in cursive script that reads "Courtney Wall".

Courtney Wall
Land Planning Assistant

K:\16759\16759-0010-16 Ashland - Phase 1B - Offsite Paving\2 Design Phase\Planning\Sec 3\Project Management\Submittals\City\City Comments\Resubmittal



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

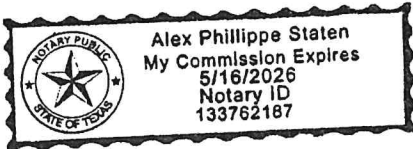
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas
Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary if the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

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

AGENDA CONTENT: Discussion and possible action on the Final Plat of the Ashland Coral Haven Lane Street Dedication

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of Ashland Project Coral Haven Street Dedication Final Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, on 1.2405 acres of land.

City Engineer comments are provided in Attachment 2. Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

Planning & Engineering Review and Comments:

This report reflects an update to the 9 Engineer comments initially submitted. Staff has cleared those comments in accordance with the attached response from the applicant.

RECORD OF PROCEEDINGS: PLANNING AND ZONING COMMISSION MEETING

July 6, 2023

ROLL CALL:

Present:

Chair William Garwood, Commission Member Deborah Spoor, Commission Member Michelle Townsend and Commission Member Shawn Hogan.

Absent:

Commission Member Regina Bieri, Commission Member Ellen Eby

REGULAR AGENDA

Agenda Item 2: Discussion and possible action on the Final Plat of the Ashland Coral Haven Lane Street Dedication.

Commission Action:

Commission Member Townsend: Being a parent of school age children and knowing what schools can do to traffic patterns is it anyone's concern about having a school driveway dumping onto a narrow street.

Director Otis Spriggs: If the Commission would like to make a condition that the traffic impacts study recommendations as it as it concerns the school access must be considered and applied when the plats for the school the major access will be coordinated.

Steve Holton, Director of planning for Quiddity Engineering gave comments in regard to the traffic questions.

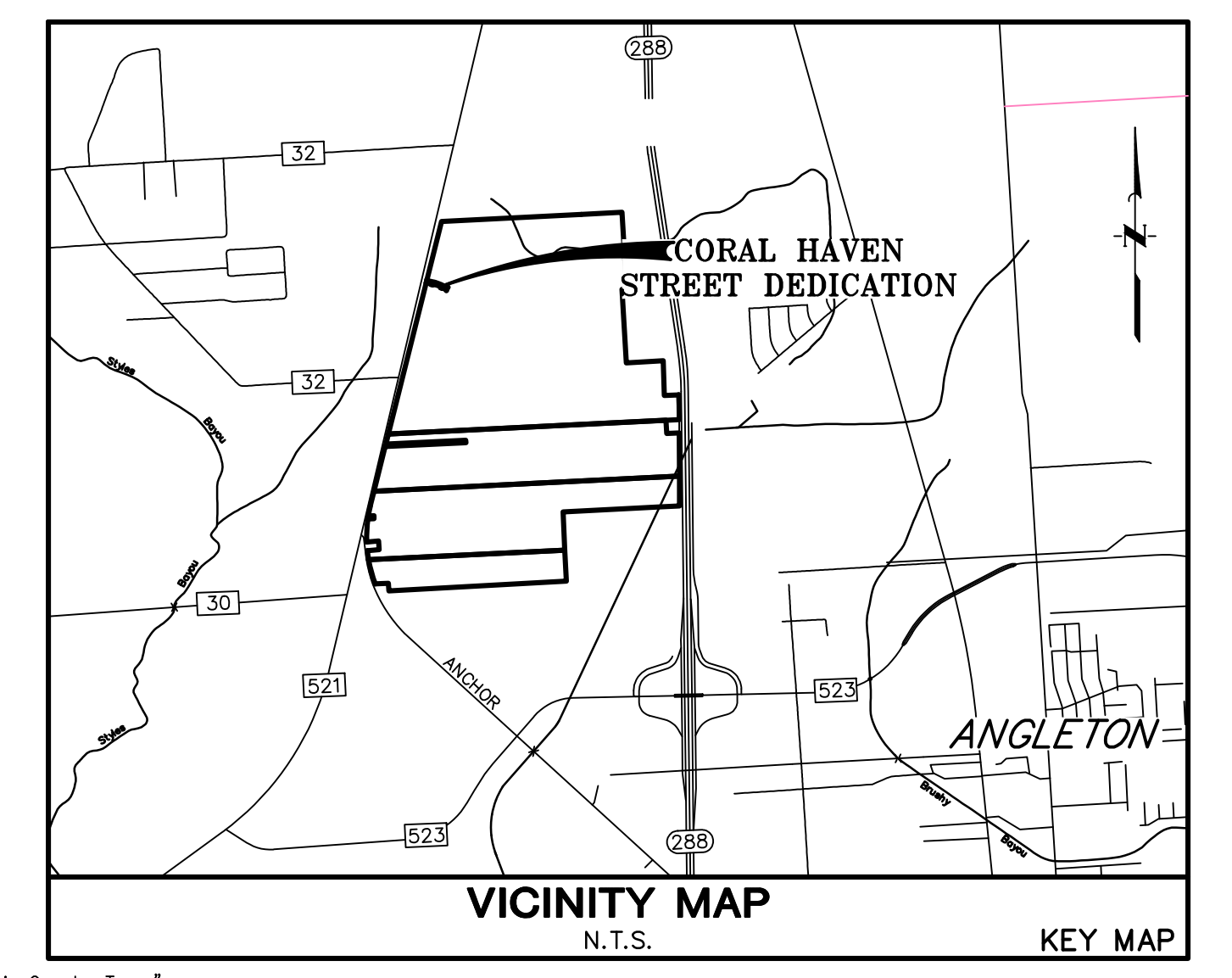
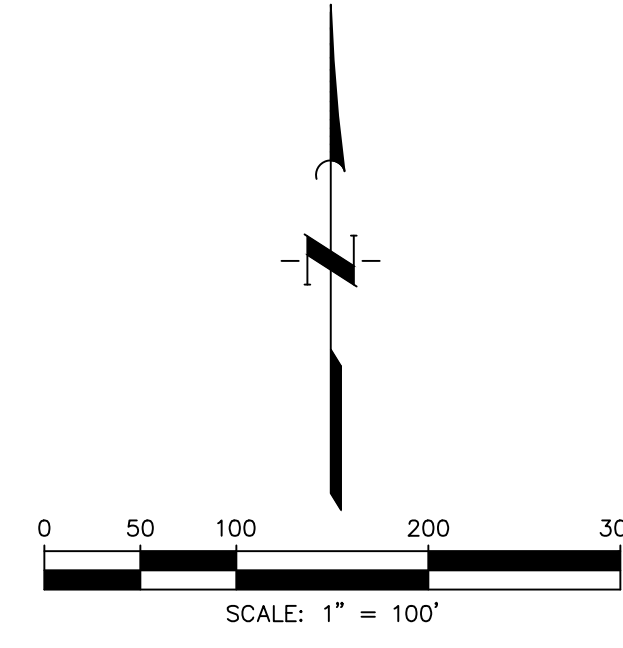
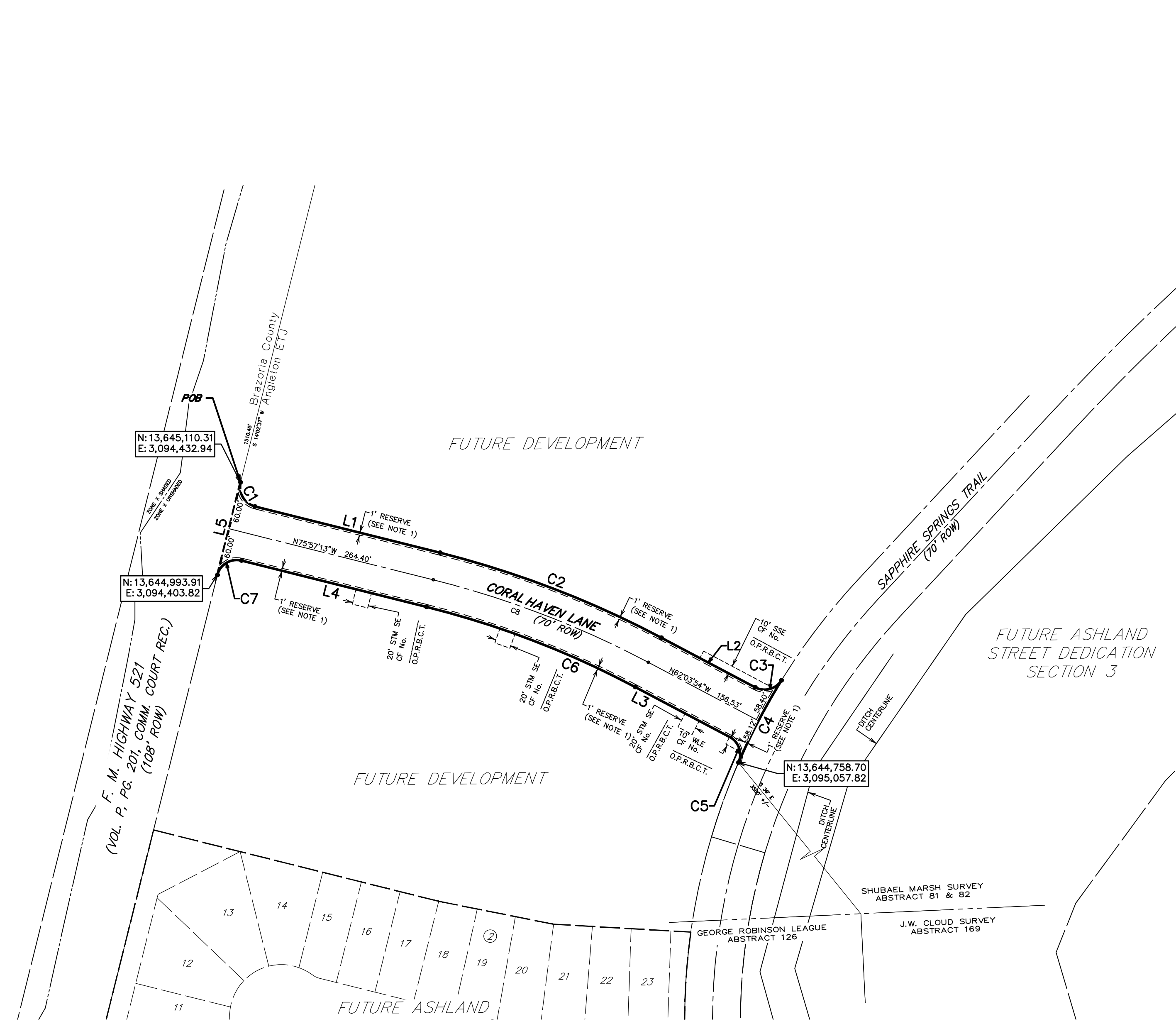
Commission Action:

Commission Member Townsend made a motion to approve the Coral Haven Street Dedication Final Plat conditioned on the city staff, city engineer, the County, Angleton Drainage District, School District, TxDot, and all entities impacted by this approval with all comments and conditions noted; Motion was seconded by Commission Member Deborah Spoor.

Roll Call Vote: Chair William Garwood- Aye, Commission Member Deborah Spoor- Aye, Commission Member Michelle Townsend- Aye, and Commission Member Shawn Hogan- Aye.

Action: (4-0 Vote): The Final Plat of the Ashland Coral Haven Lane Street Dedication was approved with conditions.

Recommendation. The planning and zoning and staff recommend approval of this final plat subject to all outstanding comments.



- BL "Building Line"
- C.C.F. "County Clerk's File"
- DE "Drainage Easement"
- Em "Easement"
- FC "Firm Code"
- O.C.C.B.T. "Official County Clerk, Brazoria County, Texas"
- No "Number"
- ROW "Right-of-Way"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- Stm SE "Storm Sewer Easement"
- Temp "Temporary"
- UE "Utility Easement"
- Vol - Pg "Volume and Page"
- WLE "Waterline Easement"
- Ⓢ "Block Number"
- "Set 3/4-inch Iron Rod With Cap Stamped 'Quiddity' as Per Certification"

1. A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revert in the dedicator, his heirs, assigns or successors.
2. All block corner and cul-de-sac return to tangent radii are twenty-five feet (25').
3. All cul-de-sac radii are sixty-five feet (65'), unless otherwise indicated.
4. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999870017.
5. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
6. There are no pipelines or pipeline easements within the platted area shown hereon.
7. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
8. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (navd88), Geoid 12b, based on Allterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
9. These tracts lie within Zone "X" And Zone "X-Shaded" of the Flood Insurance Rate Map, Community No. 485458, Map Number 48039C0430K, Panel 430, Suffix "K" dated December 30, 2020, for Brazoria County, Texas and unincorporated areas.
10. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
11. 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.
12. 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.
13. 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."
14. 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.
15. 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.
16. This platted area shall be serviced by the following providers Brazoria County Mud No. 82, CenterPoint, Texas New Mexico Power and Centric Gas & Fiber.

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	TANGENT
C1	25.00'	89°59'50"	39.27'	S30°57'18"E	35.35'
C2	1230.00'	13°53'19"	298.15'	N69°00'33"W	297.42'
C3	25.00'	86°14'47"	37.63'	N74°48'43"E	34.18'
C4	815.00'	8°11'32"	116.53'	S27°35'33"W	116.43'
C5	25.00'	85°33'41"	37.33'	N19°17'03"W	33.96'
C6	1160.00'	13°53'19"	281.19'	N69°00'33"W	280.50'
C7	25.00'	90°00'09"	39.27'	S59°02'43"W	35.36'
C8	1195.00'	13°53'19"	289.67'	N69°00'33"W	288.96'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S75°57'13"E	239.41'
L2	S62°03'54"E	133.32'
L3	N62°03'54"W	134.04'
L4	N75°57'13"W	239.40'
L5	N14°02'37"E	120.00'

FINAL PLAT OF CORAL HAVEN LANE STREET DEDICATION

A SUBDIVISION OF 1.154 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEY, A-81 & 82
BRAZORIA COUNTY, TEXAS

JULY 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

ENGINEER/PLANNER/SURVEYOR:
 QUIDDITY
Quiddity Engineering, LLC
Quality Engineers and Land Surveyors
Registration Nos. F-23290 & 10048100
6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS

COUNTY OF BRAZORIA

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as CORAL HAVEN STREET DEDICATION, 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.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

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

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

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

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

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

STATE OF TEXAS

COUNTY OF BRAZORIA

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

Owner

Duly Authorized Agent

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared _____

Authorized Signer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

That I, Steve Jares, 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.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

William A.C. McAshan, P.E.
Professional Engineer

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 1.154-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract of land conveyed to Anchor Holdings by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Property Records of Brazoria County; said 1.154-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument being the northwest corner of said 469.08 acre tract of land, common with the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the community court Records, and the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup recorded in Clerk's File No. 01-008056 of the Official Records of Brazoria County, from which a found concrete monument being the southeast corner of a called 96.50 acre tract of land conveyed to James Wortham Northrup recorded in Clerk's File No. 00-016352 Official Records of Brazoria County bears North 87°05'19" East, 2947.41 feet;

THENCE, South 14°02'37" West, along the west line of said 469.08 acre tract, common with the east line of said F.M. 521, 1510.45 feet to the POINT OF BEGINNING of the herein described tract at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 89°59'50", an arc length of 39.27 feet, and a long chord bearing South 30°57'18" East, 35.35 feet to a point for corner;

THENCE, South 75°57'13" East, 239.41 feet to a point for corner at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 1230.00 feet, a central angle of 13°53'19", an arc length of 298.15 feet, and a long chord bearing South 69°00'33" East, 297.42 feet to a point for corner;

THENCE, South 62°03'54" East, 133.32 feet to a point for corner at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 86°14'47", an arc length of 37.63 feet, and a long chord bearing North 74°48'43" East, 34.18 feet to a point for corner at the beginning of a compound curve to the left;

THENCE, along the arch of said compound curve to the left having a radius of 815.00 feet, a central angle of 08°11'32", an arc length of 116.53 feet, and a long chord bearing South 27°35'33" West, 116.43 feet to a point for corner at the beginning of a compound curve to the left;

THENCE, along the arch of said compound curve to the left having a radius of 25.00 feet, a central angle of 85°33'41", an arc length of 37.33 feet, and a long chord bearing North 19°17'03" West, 33.96 feet to a point for corner;

THENCE, North 62°03'54" West, 134.04 feet to a point at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 1160.00 feet, a central angle of 13°53'19", an arc length of 281.19 feet, and a long chord bearing North 69°00'33" West, with a chord length of 280.50 feet, to a point for corner;

THENCE, North 75°57'13" West, 239.40 feet to a point at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 90°00'10", an arc length of 39.27 feet, and a long chord bearing South 59°02'42" West, with a chord length of 35.36 feet, to a point for corner in the east line of the aforementioned FM 521 common with the wets line of the aforementioned 469.08-acre tract;

THENCE, North 14°02'37" East, along said common line, 120.00 feet to the POINT OF BEGINNING, CONTAINING 1.154-acres of land in Brazoria County, Texas.

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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

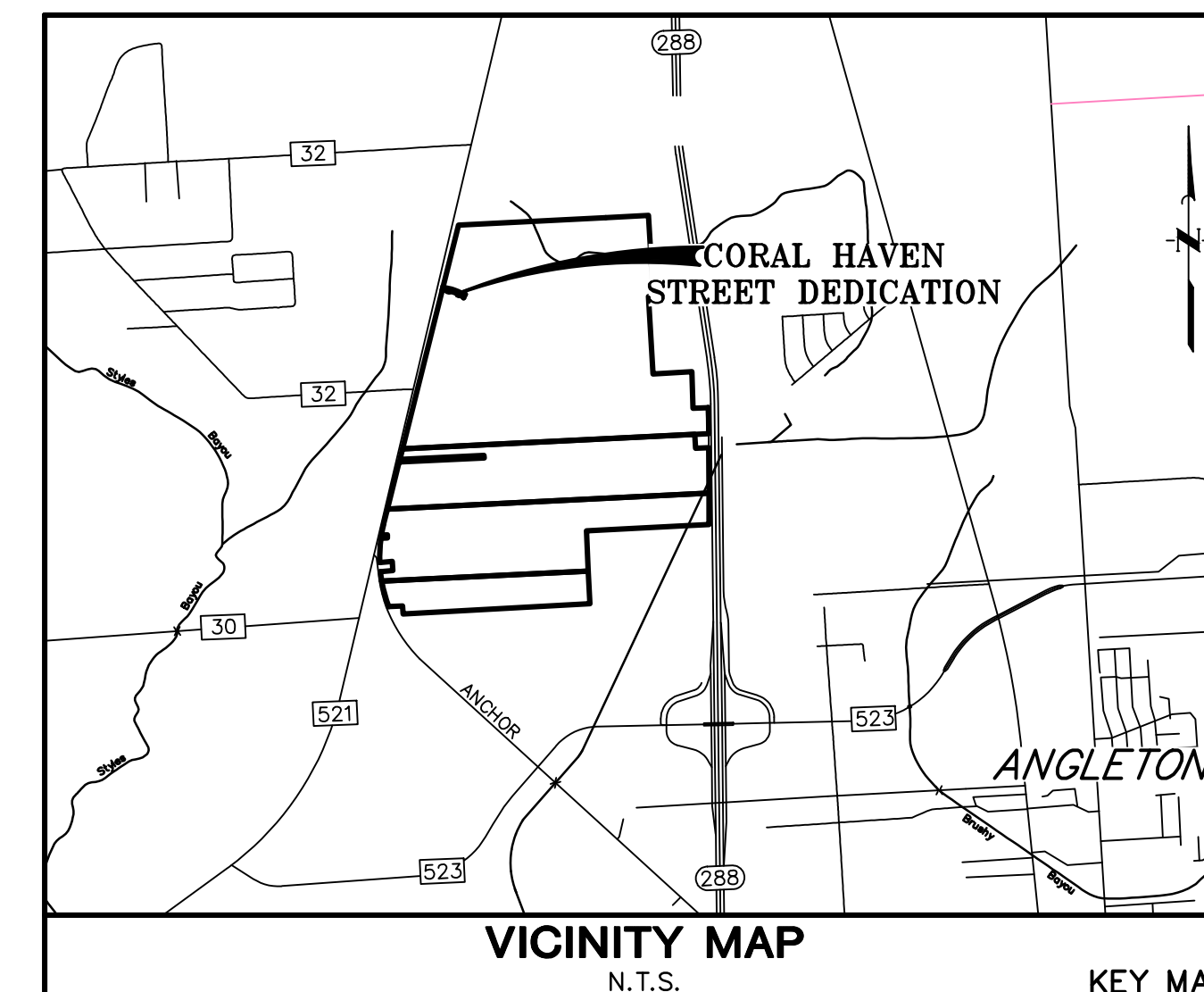
City Secretary

STATE OF TEXAS

COUNTY OF BRAZORIA

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

City Secretary, City of Angleton
On behalf of the Notary Public, State of Texas



FINAL PLAT OF
CORAL HAVEN LANE
STREET DEDICATION
A SUBDIVISION OF 1.154 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEY, A-81 & 82
BRAZORIA COUNTY, TEXAS

JULY 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-22790 & 20048100
6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

July 20, 2023

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: Plat Review - Engineering
Coral Haven Lane Street Dedication

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

General

1. *Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73.*

Response: The plat will be submitted to drainage district for review.

Sheet 1 of 3

1. *Bearings shown for curves C-2,7, 12 in the curve table do not match the metes and bounds description.*

Response: The boundary and metes and bounds have been revised. Please note the street stubs have been removed from the plat boundary.

2. *Notate utility service providers for the proposed subdivision.*

Response: Utility providers have been noted.

3. *Note 8: Verify FIRM states incorporated however area on the map shows as unincorporated areas.*

Response: Note 8 has been modified to show that the FIRM areas are unincorporated.

4. *Plat not showing existing floodplain – add existing adjacent floodplain.*

Response: The requested linework is now shown on the plat.

5. *Show bearing from commencement point to monument on plat drawing.*

Response: Bearing commencement point has been shown to the monument on the plat drawing.

6. *Verify and show location of aerial easements noted in the dedication, onto the plat drawing.*

Response: The language has been removed.



2322 W Grand Parkway North, Suite
150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

Item 14.

Sheet 2 of 2

1. *Correct overlapping text on plat heading.*

Response: Text has been corrected.

2. *Use surveyor's certificate found in the Angleton LDC Sec. 23-114*

Response: Surveyors certificate has been updated.

3. *Acreage value in metes and bounds does not match plat heading.*

Response: Acreage values have been adjusted.

Sincerely,

Mayra Hernandez
Mayra Hernandez, AICP
Land Planning Manager



CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION

REQUIRED FOR THE FOLLOWING ACTIVITIES (SEC.23-93B)

- LAND DISTURBING ACTIVITY INVOLVING EARTHWORK VOLUME GREATER THAN 10 CUBIC YARDS;
- CONSTRUCTION, PAVING, OR RE-PAVING OF ANY MULTI-FAMILY RESIDENTIAL, NONRESIDENTIAL, OR MIXED-USE DRIVEWAY, PRIVATE STREET, PARKING LOT, SIDEWALK, OR PATH;
- CONSTRUCTION OF ANY PAVED OR IMPROVED SURFACE LARGER THAN 1,000 SQUARE FEET IN AREA; AND
- CONSTRUCTION OR INSTALLATION OF ANY STORM SEWER, PIPE, SWALE, OR DITCH FOR DRAINAGE PURPOSES, EXCEPT FOOTING TILES OR ROOF DRAINAGE INTERIOR TO A STRUCTURE.

DATE: 03/08/2023

TYPE OF APPLICATION: RESIDENTIAL COMMERCIAL

ADDRESS OR LOCATION OF PROPERTY: East of the intersection of Anchor Rd & FM 521. West of SH 288.

APPLICANT INFORMATION:

NAME: John Alvarez

PHONE: 512-441-9493

EMAIL: jalvarez@quiddity.com


COMPANY INFORMATION:

NAME: Quiddity Engineering, LLC

PHONE: 512-441-9493

WEBSITE: https://quiddity.com/

I HEREBY REQUEST approval of the commencement of the civil construction and the development according to the plans which are submitted as part of this application. I HEREBY AURTHORIZE the staff of the City of Angleton to inspect the premises of the subject property and that all statements contained herein, and attached hereto, are true and correct to the best of my knowledge and belief. I agree to reimburse the City of Angleton for additional plan review expenses incurred by the City of Angleton by the City Engineer, and any other professional, should such additional review be required, prior to the issuance of building permits or recordation of final plat.

Signature of Owner / Agent for Owner (Applicant): 

Printed Name: John Alvarez

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

PROPERTY ADDRESS: East of the intersection of Anchor Rd & FM 521. West of SH 288.

LEGAL DESCRIPTION: 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821

PROPERTY OWNER INFORMATION:

NAME: Anchor Holdings MP LLC

ADDRESS: 101 Parklane Boulevard, Suite 102, Sugar Land, Texas 77478

PHONE: 281-617-6302 EMAIL: travis@ashtongraydev.com

AUTHORIZED AGENT INFORMATION:

NAME: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

I SWEAR THAT I AM THE LEGAL OWNER OF 469.08 acres out of the Shubael Marsh Surveys, Abstracts 81 & 821
(PROVIDE LEGAL DESCRIPTION OF SUBJECT PROPERTY)

OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS MY AGENT IN THE PURSUIT OF THIS APPLICATION FOR THE CIVIL CONSTRUCTION OF THE SUBJECT PROPERTY.

AGENT NAME: John Alvarez ADDRESS: 3100 Alvin Devane Blvd, Suite 150, Austin, Texas, 78741

PHONE: 512-441-9493 EMAIL: jalvarez@quiddity.com

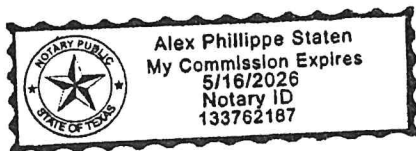
OWNER SIGNATURE: [Signature]

PRINTED NAME: Sandhya Venkatesh DATE: 3/27/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER(S)

Sworn to and subscribed before me this 27 day of March, 2023

(SEAL)



[Signature]

Notary Public for the State of Texas

Commission Expires: 5/16/2026

APPLICATION SUBMITTAL REQUIREMENTS:

- Legal description of property / copy of plat
- Completed Civil Construction / Development permit application form
- Site plan approved by City Engineer

APPROVED ON (DATE): _____

- Construction plans approved by City Engineer

APPROVED ON (DATE): _____

- Copy of TCEQ Notice of Intent
- Copy of Storm Water Prevention Plan (SWPPP)
- Angleton Drainage District (ADD) approval letter
- Preconstruction meeting completed with City of Angleton

DATE OF PRECON: _____

- Proof of liability insurance – Minimum \$300,000 combined, single limit; must name City of Angleton as additionally insured
- Payment of applicable fees (Civil Construction / Development Permit fees below)

CIVIL CONSTRUCTION / DEVELOPMENT PERMIT APPLICATION FEES:

Civil Construction / Development permit fee:

Fee Calculation: **(\$0.008 x valuation of civil construction) + \$75.00**

*Must be certified by a registered professional engineer in the state of Texas.

City Engineer Review Deposit: \$250.00 DEPOSIT

Plan review fee by City Engineer, when City Engineer review is required. If the cost of the review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.

Outside Consultant Review Deposit (if required): \$250.00 DEPOSIT

Plan review fee by outside consultants, such as legal review, special building, or fire plan review, as necessary if the cost of review exceeds the deposit, the balance will be billed upon approval and will be due prior to the issuance of permits.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on an Ordinance approving the 2023 Annual Service Plan Update for the public improvements in the Greystone Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The District was created pursuant to the PID Act, by Resolution No. 20200609-008 of the City Council on June 9, 2020, to finance certain public improvement projects for the benefit of the property in the District.

On January 25, 2022, the City Council adopted and approved the Service and Assessment Plan for the District by Ordinance No. 20220125-022, including an Assessment Roll, and levied Assessments on property by Ordinance No. 20220125-024 within the District to finance the Authorized Improvements for the benefit of such property.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

RECOMMENDATION:

Staff recommends that Council holds discussions and approve the 2023 Annual Service Plan Update and updates to the Assessment Roll for 2023.

ORDINANCE NO. 20230822-015

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2023 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Greystone Public Improvement District (the “District”) was created pursuant to the PID Act, by Resolution No. 20200609-008 of the City Council on June 9, 2020, to finance certain public improvement projects for the benefit of the property in the District; and

WHEREAS, on January 25, 2022, the City Council adopted and approved the Service and assessment plan for the District by Ordinance No. 20220125-024, (the “Service and Assessment Plan”) including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

WHEREAS, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the “Annual Service Plan Update”); and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year attached as Exhibit A (the “2023 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2023 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

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

SECTION 1. *Findings.* The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

SECTION 2. *Annual Service Plan Update.* The 2023 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

SECTION 3. *Cumulative Repealer.* This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 4. *Severability.* If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. *Effective Date.* This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

SECTION 6. *Property Records.* This Ordinance and the 2023 Annual Service Plan Update shall be filed in the real property records of Brazoria County within seven (7) days of the Effective Date.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON THIS THE 22ND DAY OF AUGUST 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Michelle Perez, TRMC
City Secretary

Judith El Masri
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

2023 ANNUAL UPDATE TO THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN



GREYSTONE
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 22, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “SAP”), used for the benefit of the property in the District.

The District was created pursuant to the PID Act, by Resolution No. 20200609-008 of the City Council on June 9, 2020, to finance certain public improvement projects for the benefit of the property in the District.

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The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

The Final Replat for Greystone Subdivision was recorded in the official public records of Brazoria County on August 25, 2021, and consists of 111 Residential Lots and 3 Lots classified as Non-Benefited Property. The final plat is attached as **Exhibit C**.

LOT AND HOME SALES

The District consists of 111 Residential Lots; home construction has been completed and 23 homes have been delivered to end-users.

See **Exhibit D** for the homebuyer disclosures.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the SAP and they were dedicated to the City.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$1,793,345.69.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – Pursuant to the PID Reimbursement Agreement, the Annual Installment shall include interest on the unpaid principal amount of the Assessment at a rate of 3.99% per annum, simple interest. The total principal and interest required for the Annual Installment is \$105,526.78.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is \$12,997.00.

District	
Annual Collection Costs	
Administration	\$ 9,792.00
City Auditor	1,000.00
Filing Fees	1,000.00
County Collection	205.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 12,997.00

Due January 31, 2024	
Principal	\$ 33,886.64
Interest	\$ 71,640.14
Annual Collection Costs	\$ 12,997.00
Total Annual Installment	\$ 118,523.78

The Annual Installments for Residential Lots are attached hereto as **Exhibit B**.

PREPAYMENT OF ASSESSMENT IN FULL

Improvement Area #1				
Property ID	Address	Lot Type	Prepayment Date	Prepayment Amount
70095	632 Greystone Lane	1	7/12/2023	\$ 16,303.14

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayment of Assessments have occurred within the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 33,886.64	\$ 35,240.34	\$ 36,648.11	\$ 38,112.12	\$ 39,634.61
Interest		\$ 71,640.14	\$ 70,286.45	\$ 68,878.67	\$ 67,414.66	\$ 65,892.17
	(1)	\$ 105,526.78	\$ 105,526.78	\$ 105,526.78	\$ 105,526.78	\$ 105,526.78
Annual Collection Costs	(2)	\$ 12,997.00	\$ 13,256.94	\$ 13,522.08	\$ 13,792.52	\$ 14,068.37
Total Annual Installment	(3) = (1) + (2)	\$ 118,523.78	\$ 118,783.72	\$ 119,048.86	\$ 119,319.30	\$ 119,595.15

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Property Address	Legal Description	Lot Type	Outstanding Assessment ^b	Greystone PID ^a			
					Principal	Interest	Annual Collection Costs	Annual Installment Due 1/31/24 ^c
700008	601 Greystone Lane	BLK 1 LOT 1	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700009	603 Greystone Lane	BLK 1 LOT 2	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700010	605 Greystone Lane	BLK 1 LOT 3	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700011	607 Greystone Lane	BLK 1 LOT 4	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700012	609 Greystone Lane	BLK 1 LOT 5	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700013	611 Greystone Lane	BLK 1 LOT 6	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700014	613 Greystone Lane	BLK 1 LOT 7	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700015	615 Greystone Lane	BLK 1 LOT 8	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700016	617 Greystone Lane	BLK 1 LOT 9	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700017	619 Greystone Lane	BLK 1 LOT 10	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700018	621 Greystone Lane	BLK 1 LOT 11	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700019	623 Greystone Lane	BLK 1 LOT 12	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700020	625 Greystone Lane	BLK 1 LOT 13	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700021	627 Greystone Lane	BLK 1 LOT 14	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700022	1 Greystone Court	BLK 1 LOT 15	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700023	2 Greystone Court	BLK 1 LOT 16	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700024	3 Greystone Court	BLK 1 LOT 17	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700025	4 Greystone Court	BLK 1 LOT 18	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700026	5 Greystone Court	BLK 1 LOT 19	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700027	6 Greystone Court	BLK 1 LOT 20	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700028	7 Greystone Court	BLK 1 LOT 21	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700029	8 Greystone Court	BLK 1 LOT 22	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700030	9 Greystone Court	BLK 1 LOT 23	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700031	10 Greystone Court	BLK 1 LOT 24	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700032	11 Greystone Court	BLK 1 LOT 25	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700033	12 Greystone Court	BLK 1 LOT 26	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700034	13 Greystone Court	BLK 1 LOT 27	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700035	14 Greystone Court	BLK 1 LOT 28	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700036	15 Greystone Court	BLK 1 LOT 29	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700037	16 Greystone Court	BLK 1 LOT 30	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700038	17 Greystone Court	BLK 1 LOT 31	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700039	18 Greystone Court	BLK 1 LOT 32	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700040	1 Gemstone Court	BLK 1 LOT 33	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700041	2 Gemstone Court	BLK 1 LOT 34	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700042	3 Gemstone Court	BLK 1 LOT 35	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700043	4 Gemstone Court	BLK 1 LOT 36	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700044	5 Gemstone Court	BLK 1 LOT 37	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700045	6 Gemstone Court	BLK 1 LOT 38	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700046	7 Gemstone Court	BLK 1 LOT 39	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700047	8 Gemstone Court	BLK 1 LOT 40	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49

Footnotes:

- [a] Totals may not match the Total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.
- [d] Parcel prepaid in full.

Property ID	Property Address	Legal Description	Lot Type	Outstanding Assessment ^b	Greystone PID ^a			
					Principal	Interest	Annual Collection Costs	Annual Installment Due 1/31/24 ^c
700048	9 Gemstone Court	BLK 1 LOT 41	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700049	10 Gemstone Court	BLK 1 LOT 42	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700050	11 Gemstone Court	BLK 1 LOT 43	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700051	12 Gemstone Court	BLK 1 LOT 44	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700052	13 Gemstone Court	BLK 1 LOT 45	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700053	14 Gemstone Court	BLK 1 LOT 46	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700054	15 Gemstone Court	BLK 1 LOT 47	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700055	16 Gemstone Court	BLK 1 LOT 48	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700056	17 Gemstone Court	BLK 1 LOT 49	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700057	18 Gemstone Court	BLK 1 LOT 50	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700058	1 Keystone Court	BLK 1 LOT 51	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700059	2 Keystone Court	BLK 1 LOT 52	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700060	3 Keystone Court	BLK 1 LOT 53	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700061	4 Keystone Court	BLK 1 LOT 54	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700062	5 Keystone Court	BLK 1 LOT 55	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700063	6 Keystone Court	BLK 1 LOT 56	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700064	7 Keystone Court	BLK 1 LOT 57	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700065	8 Keystone Court	BLK 1 LOT 58	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700066	9 Keystone Court	BLK 1 LOT 59	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700067	10 Keystone Court	BLK 1 LOT 60	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700068	11 Keystone Court	BLK 1 LOT 61	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700069	12 Keystone Court	BLK 1 LOT 62	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700070	13 Keystone Court	BLK 1 LOT 63	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700071	14 Keystone Court	BLK 1 LOT 64	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700072	15 Keystone Court	BLK 1 LOT 65	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700073	16 Keystone Court	BLK 1 LOT 66	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700074	17 Keystone Court	BLK 1 LOT 67	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700075	18 Keystone Court	BLK 1 LOT 68	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700076	801 Greystone Lane	BLK 1 LOT 69	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700077	805 Greystone Lane	BLK 1 LOT 70	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700078	809 Greystone Lane	BLK 1 LOT 71	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700079	813 Greystone Lane	BLK 1 LOT 72	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700080	817 Greystone Lane	BLK 1 LOT 73	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700081	821 Greystone Lane	BLK 1 LOT 74	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700082	825 Greystone Lane	BLK 1 LOT 75	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700083	829 Greystone Lane	BLK 1 LOT 76	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700084	833 Greystone Lane	BLK 1 LOT 77	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700085	837 Greystone Lane	BLK1 LOT 78	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700086	841 Greystone Lane	BLK 1 LOT 79	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700087	600 Greystone Lane	BLK 2 LOT 1	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49

Footnotes:
[a] Totals may not match the Total Outstanding Assessment and Annual Installment due to rounding.
[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
[c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.
[d] Parcel prepaid in full.

Property ID	Property Address	Legal		Outstanding Assessment ^b	Greystone PID ^a			Annual Installment Due 1/31/24 ^c
		Description	Lot Type		Principal	Interest	Annual Collection Costs	
700088	604 Greystone Lane	BLK 2 LOT 2	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700089	608 Greystone Lane	BLK 2 LOT 3	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700090	612 Greystone Lane	BLK 2 LOT 4	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700091	616 Greystone Lane	BLK 2 LOT 5	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700092	620 Greystone Lane	BLK 2 LOT 6	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700093	624 Greystone Lane	BLK 2 LOT 7	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700094	628 Greystone Lane	BLK 2 LOT 8	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700095	632 Greystone Lane	BLK 2 LOT 9	1	[d] \$ -	\$ -	\$ -	\$ -	\$ -
700096	636 Greystone Lane	BLK 2 LOT 10	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700097	640 Greystone Lane	BLK 2 LOT 11	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700098	644 Greystone Lane	BLK 2 LOT 12	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700099	648 Greystone Lane	BLK 2 LOT 13	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700100	700 Greystone Lane	BLK 2 LOT 14	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700101	704 Greystone Lane	BLK 2 LOT 15	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700102	708 Greystone Lane	BLK 2 LOT 16	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700103	712 Greystone Lane	BLK 2 LOT 17	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700104	716 Greystone Lane	BLK 2 LOT 18	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700105	720 Greystone lane	BLK 2 LOT 19	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700106	724 Greystone Lane	BLK 2 LOT 20	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700107	728 Greystone Lane	BLK 2 LOT 21	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700108	732 Greystone Lane	BLK 2 LOT 22	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700109	736 Greystone Lane	BLK 2 LOT 23	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700110	800 Greystone Lane	BLK 2 LOT 24	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700111	804 Greystone Lane	BLK 2 LOT 25	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700112	808 Greystone Lane	BLK 2 LOT 26	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700113	812 Greystone Lane	BLK 2 LOT 27	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700114	816 Greystone Lane	BLK 2 LOT 28	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700115	820 Greystone Lane	BLK 2 LOT 29	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700116	824 Greystone Lane	BLK 2 LOT 30	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700117	828 Greystone Lane	BLK 2 LOT 31	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700118	832 Greystone Lane	BLK 2 LOT 32	1	\$ 16,303.14	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
700006	Greystone 15' Drainage	RESERVE LOT	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
700007	Greystone 20' Drainage	RESERVE LOT	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
700005	Greystone Park/Drainage/Detention	RESERVE LOT	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 1,793,345.40	\$33,886.64	\$71,640.14	\$ 12,997.00	\$ 118,523.90

Footnotes:

- [a] Totals may not match the Total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.
- [d] Parcel prepaid in full.

EXHIBIT B – PROJECTED ANNUAL INSTALLMENTS

District Total Annual Installments				
Annual Installments Due 1/31			Annual Collection Costs	Total Annual Installment ¹
	Principal	Interest ²		
2024	\$ 33,886.64	\$ 71,640.14	\$ 12,997.00	\$ 118,523.78
2025	\$ 35,240.34	\$ 70,286.45	\$ 13,256.94	\$ 118,783.72
2026	\$ 36,648.11	\$ 68,878.67	\$ 13,522.08	\$ 119,048.86
2027	\$ 38,112.12	\$ 67,414.66	\$ 13,792.52	\$ 119,319.30
2028	\$ 39,634.61	\$ 65,892.17	\$ 14,068.37	\$ 119,595.15
2029	\$ 41,217.93	\$ 64,308.86	\$ 14,349.74	\$ 119,876.52
2030	\$ 42,864.49	\$ 62,662.29	\$ 14,636.73	\$ 120,163.52
2031	\$ 44,576.83	\$ 60,949.95	\$ 14,929.47	\$ 120,456.25
2032	\$ 46,357.57	\$ 59,169.21	\$ 15,228.06	\$ 120,754.84
2033	\$ 48,209.46	\$ 57,317.33	\$ 15,532.62	\$ 121,059.40
2034	\$ 50,135.32	\$ 55,391.47	\$ 15,843.27	\$ 121,370.05
2035	\$ 52,138.11	\$ 53,388.67	\$ 16,160.14	\$ 121,686.92
2036	\$ 54,220.91	\$ 51,305.87	\$ 16,483.34	\$ 122,010.12
2037	\$ 56,386.91	\$ 49,139.87	\$ 16,813.01	\$ 122,339.79
2038	\$ 58,639.44	\$ 46,887.34	\$ 17,149.27	\$ 122,676.05
2039	\$ 60,981.96	\$ 44,544.82	\$ 17,492.25	\$ 123,019.03
2040	\$ 63,418.05	\$ 42,108.73	\$ 17,842.10	\$ 123,368.88
2041	\$ 65,951.46	\$ 39,575.32	\$ 18,198.94	\$ 123,725.72
2042	\$ 68,586.07	\$ 36,940.71	\$ 18,562.92	\$ 124,089.70
2043	\$ 71,325.93	\$ 34,200.85	\$ 18,934.17	\$ 124,460.96
2044	\$ 74,175.24	\$ 31,351.54	\$ 19,312.86	\$ 124,839.64
2045	\$ 77,138.38	\$ 28,388.40	\$ 19,699.12	\$ 125,225.90
2046	\$ 80,219.88	\$ 25,306.90	\$ 20,093.10	\$ 125,619.88
2047	\$ 83,424.49	\$ 22,102.29	\$ 20,494.96	\$ 126,021.74
2048	\$ 86,757.11	\$ 18,769.67	\$ 20,904.86	\$ 126,431.64
2049	\$ 90,222.86	\$ 15,303.92	\$ 21,322.96	\$ 126,849.74
2050	\$ 93,827.06	\$ 11,699.72	\$ 21,749.42	\$ 127,276.20
2051	\$ 97,575.24	\$ 7,951.54	\$ 22,184.40	\$ 127,711.19
2052	\$ 101,473.16	\$ 4,053.63	\$ 22,628.09	\$ 128,154.87
Total	\$1,793,345.69	\$1,266,931.00	\$ 504,182.67	\$3,564,459.36

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at a rate of 3.99%.

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

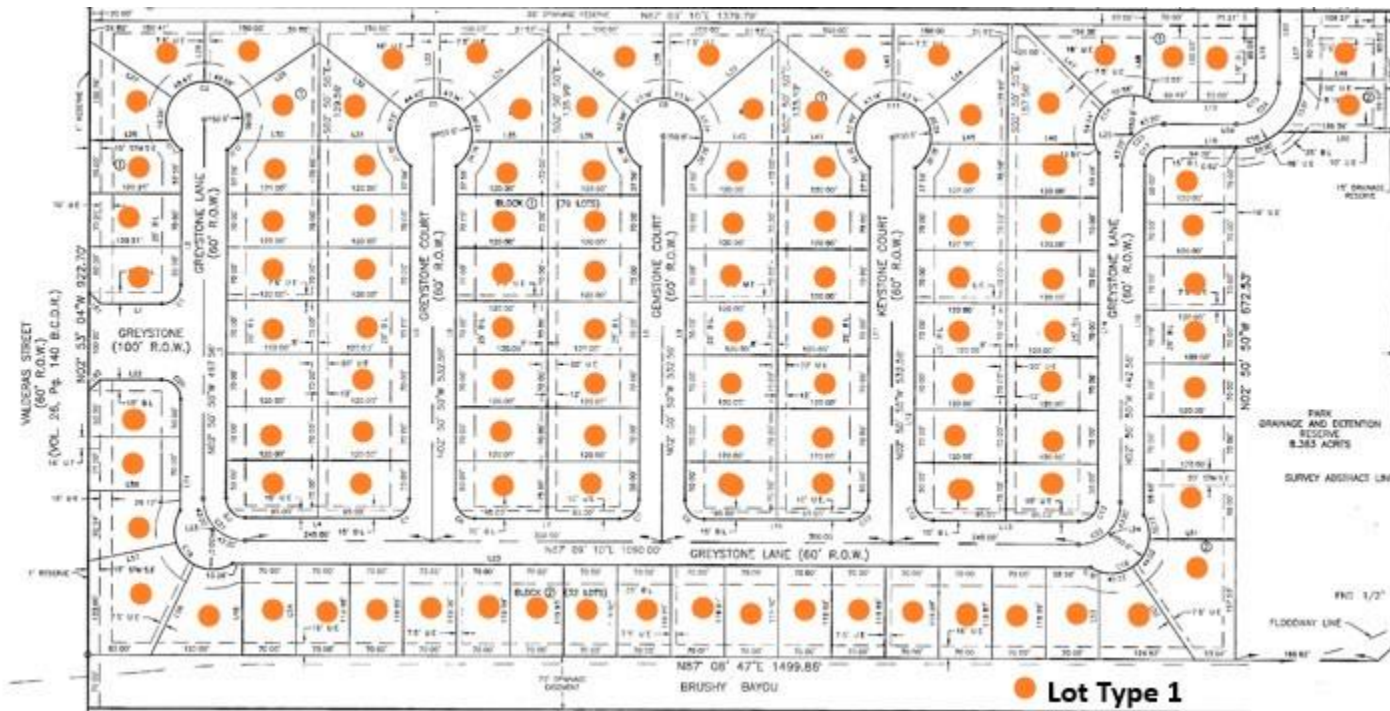


EXHIBIT E – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are contained in this Exhibit:

- Residential Lot

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RESIDENTIAL LOT HOMEBUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$16,303.14

As the purchaser of the real property described above, you are obligated to pay assessments to Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Greystone Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Annual Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2024	\$ 308.06	\$ 651.27	\$ 118.15	\$ 1,077.49
2025	\$ 320.37	\$ 638.97	\$ 120.52	\$ 1,079.85
2026	\$ 333.16	\$ 626.17	\$ 122.93	\$ 1,082.26
2027	\$ 346.47	\$ 612.86	\$ 125.39	\$ 1,084.72
2028	\$ 360.31	\$ 599.02	\$ 127.89	\$ 1,087.23
2029	\$ 374.71	\$ 584.63	\$ 130.45	\$ 1,089.79
2030	\$ 389.68	\$ 569.66	\$ 133.06	\$ 1,092.40
2031	\$ 405.24	\$ 554.09	\$ 135.72	\$ 1,095.06
2032	\$ 421.43	\$ 537.90	\$ 138.44	\$ 1,097.77
2033	\$ 438.27	\$ 521.07	\$ 141.21	\$ 1,100.54
2034	\$ 455.78	\$ 503.56	\$ 144.03	\$ 1,103.36
2035	\$ 473.98	\$ 485.35	\$ 146.91	\$ 1,106.24
2036	\$ 492.92	\$ 466.42	\$ 149.85	\$ 1,109.18
2037	\$ 512.61	\$ 446.73	\$ 152.85	\$ 1,112.18
2038	\$ 533.09	\$ 426.25	\$ 155.90	\$ 1,115.24
2039	\$ 554.38	\$ 404.95	\$ 159.02	\$ 1,118.35
2040	\$ 576.53	\$ 382.81	\$ 162.20	\$ 1,121.54
2041	\$ 599.56	\$ 359.78	\$ 165.44	\$ 1,124.78
2042	\$ 623.51	\$ 335.82	\$ 168.75	\$ 1,128.09
2043	\$ 648.42	\$ 310.92	\$ 172.13	\$ 1,131.46
2044	\$ 674.32	\$ 285.01	\$ 175.57	\$ 1,134.91
2045	\$ 701.26	\$ 258.08	\$ 179.08	\$ 1,138.42
2046	\$ 729.27	\$ 230.06	\$ 182.66	\$ 1,142.00
2047	\$ 758.40	\$ 200.93	\$ 186.32	\$ 1,145.65
2048	\$ 788.70	\$ 170.63	\$ 190.04	\$ 1,149.38
2049	\$ 820.21	\$ 139.13	\$ 193.85	\$ 1,153.18
2050	\$ 852.97	\$ 106.36	\$ 197.72	\$ 1,157.06
2051	\$ 887.05	\$ 72.29	\$ 201.68	\$ 1,161.01
2052	\$ 922.48	\$ 36.85	\$ 205.71	\$ 1,165.04
Total	\$16,303.14	\$11,517.55	\$ 4,583.48	\$ 32,404.18

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at a rate of 3.99%.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on an Ordinance approving the 2023 Annual Service Plan Update for the public improvements in the Kiber Reserve Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The District was created pursuant to the PID Act, by Resolution No. 20201110-007 of the City Council on November 10, 2020, to finance certain public improvement projects for the benefit of the property in the District.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

RECOMMENDATION:

Staff recommends that Council holds discussions and approve the 2023 Annual Service Plan Update and updates to the Assessment Roll for 2023.

ORDINANCE NO. 20230822-016

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2023 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE KIBER RESERVE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Kiber Reserve Public Improvement District (the “District”) was created pursuant to the PID Act, by Resolution No. 20201110-007 of the City Council on November 10, 2020, to finance certain public improvement projects for the benefit of the property in the District; and

WHEREAS, on October 12, 2021, the City Council adopted and approved the Service and assessment plan for the District by Ordinance No. 20211012-015, (the “Service and Assessment Plan”) including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

WHEREAS, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the “Annual Service Plan Update”); and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year attached as Exhibit A (the “2023 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2023 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

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

SECTION 1. *Findings.* The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

SECTION 2. *Annual Service Plan Update.* The 2023 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

SECTION 3. *Cumulative Repealer.* This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 4. *Severability.* If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. *Effective Date.* This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

SECTION 6. *Property Records.* This Ordinance and the 2023 Annual Service Plan Update shall be filed in the real property records of Brazoria County within seven (7) days of the Effective Date.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON THIS THE 22ND DAY OF AUGUST 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Michelle Perez, TRMC
City Secretary

Judith El Masri
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

2023 ANNUAL UPDATE TO THE KIBER RANCH PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN



KIBER RESERVE
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 22, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the original 2021 Service and Assessment Plan (the “2021 SAP”).

The District was created pursuant to the PID Act, by Resolution No. 20201110-007 of the City Council on November 10, 2020, to finance certain public improvement projects for the benefit of the property in the District.

On October 12, 2021, the City Council approved the 2021 SAP for the District by adopting Ordinance No. 20211012-015, which included the revised Assessment Roll.

On August 23, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 20220823-13, which updated the Assessment Roll for 2022.

The 2021 SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City also adopted an Assessment Roll identifying the Assessment for each Lot within the District, based on the method of assessment identified in the 2021 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

The Final Plat for Kiber Reserve Phase 1 was filed and recorded with the County on October 22, 2021, and consists of 48 Residential Lots and 1 Lot classified as Non-Benefited Property.

The Final Plat for Kiber Reserve Phase II, attached hereto as **Exhibit C**, was filed and recorded with the County on October 5, 2022, and consists of 45 Residential Lots and 2 Lots classified as Non-Benefited Property.

See **Exhibit D** for the Lot Type classification map.

LOT AND HOME SALES

It is anticipated that the District will consist of 93 Residential Lots.

As of March 31, 2023, the Owner reported all 93 Residential Lots are under contract, 67 Residential Lots have been sold to the builders, 42 Residential Lots have home construction starts and 25 Residential Lots with completed homes have been closed to end users.

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

The Owner has completed the Authorized Improvements listed in the 2021 SAP and they were dedicated to the City on October 5, 2022.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$1,748,473.90.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – Pursuant to the PID Reimbursement Agreement, the Annual Installment shall include interest on the unpaid principal amount of the Assessment at a rate of 4.04% per annum, simple interest. The total principal and interest required for the Annual Installment is \$103,438.10.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of

outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is \$18,200.00.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 15,000.00
Auditor	\$ 1,000.00
Filing Fees	1,000.00
County Collection	200.00
Draw Request	-
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 18,200.00

Improvement Area #1	
Due January 31, 2023	
Principal	\$ 31,526.10
Interest	71,912.00
Annual Collection Costs	18,200.00
Total Annual Installment	\$121,638.10

The Annual Installments for Residential Lots are attached hereto as **Exhibit B**.

PREPAYMENT OF ASSESSMENT IN FULL

No full prepayments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayment of Assessments have occurred within the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 32,799.75	\$ 34,124.86	\$ 35,503.51	\$ 36,937.85	\$ 38,430.14
Interest		\$ 70,638.35	\$ 69,313.24	\$ 67,934.59	\$ 66,500.25	\$ 65,007.96
	(1)	\$103,438.10	\$103,438.10	\$103,438.10	\$103,438.10	\$103,438.10
Annual Collection Costs	(2)	\$ 18,200.00	\$ 18,564.00	\$ 18,935.28	\$ 19,313.99	\$ 19,700.27
Total Annual Installment	(3) = (1) + (2)	\$121,638.10	\$122,002.10	\$122,373.38	\$122,752.08	\$123,138.36

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Rolls will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Outstanding Assessment ^{(a),(b)}	Principal	Interest	Annual Collection Costs	Annual Installment Due 1/31/24 ^{(a),(c)}
702067	KIBER RESERVE PHASE 1 BLK 1 LOT 11	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702068	KIBER RESERVE PHASE 1 BLK 1 LOT 12	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702069	KIBER RESERVE PHASE 1 BLK 1 LOT 13	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702070	KIBER RESERVE PHASE 1 BLK 1 LOT 14	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702071	KIBER RESERVE PHASE 1 BLK 1 LOT 15	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702072	KIBER RESERVE PHASE 1 BLK 1 LOT 16	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702091	KIBER RESERVE PHASE 1 BLK 2 LOT 14	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702092	KIBER RESERVE PHASE 1 BLK 2 LOT 15	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702093	KIBER RESERVE PHASE 1 BLK 2 LOT 16	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702094	KIBER RESERVE PHASE 1 BLK 2 LOT 17	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702095	KIBER RESERVE PHASE 1 BLK 2 LOT 18	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702096	KIBER RESERVE PHASE 1 BLK 2 LOT 19	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702097	KIBER RESERVE PHASE 1 BLK 2 LOT 20	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702098	KIBER RESERVE PHASE 1 BLK 2 LOT 21	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702099	KIBER RESERVE PHASE 1 BLK 2 LOT 22	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702078	KIBER RESERVE PHASE 1 BLK 2 LOT 1	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702079	KIBER RESERVE PHASE 1 BLK 2 LOT 2	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702080	KIBER RESERVE PHASE 1 BLK 2 LOT 3	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702081	KIBER RESERVE PHASE 1 BLK 2 LOT 4	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702082	KIBER RESERVE PHASE 1 BLK 2 LOT 5	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702083	KIBER RESERVE PHASE 1 BLK 2 LOT 6	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702084	KIBER RESERVE PHASE 1 BLK 2 LOT 7	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702085	KIBER RESERVE PHASE 1 BLK 2 LOT 8	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702086	KIBER RESERVE PHASE 1 BLK 2 LOT 9	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702087	KIBER RESERVE PHASE 1 BLK 2 LOT 10	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702088	KIBER RESERVE PHASE 1 BLK 2 LOT 11	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702089	KIBER RESERVE PHASE 1 BLK 2 LOT 12	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702090	KIBER RESERVE PHASE 1 BLK 2 LOT 13	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702057	KIBER RESERVE PHASE 1, BLK 1 LOT 1	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702058	KIBER RESERVE PHASE 1 BLK 1 LOT 2	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702059	KIBER RESERVE PHASE 1 BLK 1 LOT 3	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702060	KIBER RESERVE PHASE 1 BLK 1 LOT 4	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702061	KIBER RESERVE PHASE 1 BLK 1 LOT 5, Undivided Interest 50%	Residential	[d] \$ 9,400.40	\$ 176.34	\$ 379.78	\$ 97.85	\$ 653.97
709555	KIBER RESERVE PHASE 1 BLK 1 LOT 5, Undivided Interest 50%	Residential	[d] \$ 9,400.40	\$ 176.34	\$ 379.78	\$ 97.85	\$ 653.97
702062	KIBER RESERVE PHASE 1 BLK 1 LOT 6	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702063	KIBER RESERVE PHASE 1 BLK 1 LOT 7	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702064	KIBER RESERVE PHASE 1 BLK 1 LOT 8	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702065	KIBER RESERVE PHASE 1 BLK 1 LOT 9	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702066	KIBER RESERVE PHASE 1 BLK 1 LOT 10	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702073	KIBER RESERVE PHASE 1 BLK 1 LOT 17	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702074	KIBER RESERVE PHASE 1 BLK 1 LOT 18	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94

Property ID	Legal Description	Lot Type	Outstanding Assessment ^{[a],[b]}	Principal	Interest	Annual Collection Costs	Annual Installment Due 1/31/24 ^{[a],[c]}
702075	KIBER RESERVE PHASE 1 BLK 1 LOT 19	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702076	KIBER RESERVE PHASE 1 BLK 1 LOT 20	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702077	KIBER RESERVE PHASE 1 BLK 1 LOT 21	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702100	KIBER RESERVE PHASE 1 BLK 2 LOT 23	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702101	KIBER RESERVE PHASE 1 BLK 2 LOT 24	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702102	KIBER RESERVE PHASE 1 BLK 2 LOT 25	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702103	KIBER RESERVE PHASE 1 BLK 2 LOT 26	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702104	KIBER RESERVE PHASE 1 BLK 2 LOT 27	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
702056	KIBER RESERVE PHASE 1 PARK/DRAINAGE/DETENTION ACRES 4.08	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
709131	KIBER RESERVE PHASE II BLK 1 LOT 1	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709132	KIBER RESERVE PHASE II BLK 1 LOT 2	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709133	KIBER RESERVE PHASE II BLK 1 LOT 3	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709134	KIBER RESERVE PHASE II BLK 1 LOT 4	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709135	KIBER RESERVE PHASE II BLK 1 LOT 5	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709136	KIBER RESERVE PHASE II BLK 1 LOT 6	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709137	KIBER RESERVE PHASE II BLK 1 LOT 7	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709138	KIBER RESERVE PHASE II BLK 1 LOT 8	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709139	KIBER RESERVE PHASE II BLK 1 LOT 9	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709140	KIBER RESERVE PHASE II BLK 1 LOT 10	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709141	KIBER RESERVE PHASE II BLK 1 LOT 11	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709142	KIBER RESERVE PHASE II BLK 2 LOT 1	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709143	KIBER RESERVE PHASE II BLK 2 LOT 2	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709144	KIBER RESERVE PHASE II BLK 2 LOT 3	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709145	KIBER RESERVE PHASE II BLK 2 LOT 4	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709146	KIBER RESERVE PHASE II BLK 2 LOT 5	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709147	KIBER RESERVE PHASE II BLK 2 LOT 6	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709148	KIBER RESERVE PHASE II BLK 2 LOT 7	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709149	KIBER RESERVE PHASE II BLK 2 LOT 8	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709150	KIBER RESERVE PHASE II BLK 2 LOT 9	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709151	KIBER RESERVE PHASE II BLK 2 LOT 10	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709152	KIBER RESERVE PHASE II BLK 2 LOT 11	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709153	KIBER RESERVE PHASE II BLK 2 LOT 12	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709154	KIBER RESERVE PHASE II BLK 2 LOT 13	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709155	KIBER RESERVE PHASE II BLK 2 LOT 14	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709156	KIBER RESERVE PHASE II BLK 2 LOT 15	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709157	KIBER RESERVE PHASE II BLK 2 LOT 16	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709158	KIBER RESERVE PHASE II BLK 2 LOT 17	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709159	KIBER RESERVE PHASE II BLK 2 LOT 18	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709160	KIBER RESERVE PHASE II BLK 2 LOT 19	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709161	KIBER RESERVE PHASE II BLK 2 LOT 20	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94

Footnotes:

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Undivided Interest of parent Property ID 709554 located at 216 Bryan Way, billed 50% to Property ID 702061 and 50% to Property ID 709555.

Property ID	Legal Description	Lot Type	Outstanding Assessment ^{[a],[b]}	Principal	Interest	Annual Collection Costs	Annual Installment Due 1/31/24 ^{[a],[c]}
709162	KIBER RESERVE PHASE II BLK 2 LOT 21	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709163	KIBER RESERVE PHASE II BLK 2 LOT 22	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709164	KIBER RESERVE PHASE II BLK 3 LOT 1	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709165	KIBER RESERVE PHASE II BLK 3 LOT 2	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709166	KIBER RESERVE PHASE II BLK 3 LOT 3	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709167	KIBER RESERVE PHASE II BLK 3 LOT 4	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709168	KIBER RESERVE PHASE II BLK 3 LOT 5	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709169	KIBER RESERVE PHASE II BLK 3 LOT 6	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709170	KIBER RESERVE PHASE II BLK 3 LOT 7	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709171	KIBER RESERVE PHASE II BLK 3 LOT 8	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709172	KIBER RESERVE PHASE II BLK 3 LOT 9	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709173	KIBER RESERVE PHASE II BLK 3 LOT 10	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709174	KIBER RESERVE PHASE II BLK 3 LOT 11	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709175	KIBER RESERVE PHASE II BLK 3 LOT 12	Residential	\$ 18,800.79	\$ 352.69	\$ 759.55	\$ 195.70	\$ 1,307.94
709129	KIBER RESERVE PHASE II LOT RESERVE A (LANDSCAPE) ACRES 0.11	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
709130	KIBER RESERVE PHASE II LOT RESERVE B (LANDSCAPE) ACRES 0.003	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 1,748,473.47	\$ 32,799.75	\$ 70,638.35	\$ 18,200.00	\$ 121,638.42

Footnotes:

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Undivided Interest of parent Property ID 709554 located at 216 Bryan Way, billed 50% to Property ID 702061 and 50% to Property ID 709555.

EXHIBIT B - PROJECTED ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest ²	Annual Collection Costs	Annual Installment ¹
1/31/2024	\$ 32,799.75	\$ 70,638.35	\$ 18,200.00	\$ 121,638.10
1/31/2025	\$ 34,124.86	\$ 69,313.24	\$ 18,564.00	\$ 122,002.10
1/31/2026	\$ 35,503.51	\$ 67,934.59	\$ 18,935.28	\$ 122,373.38
1/31/2027	\$ 36,937.85	\$ 66,500.25	\$ 19,313.99	\$ 122,752.08
1/31/2028	\$ 38,430.14	\$ 65,007.96	\$ 19,700.27	\$ 123,138.36
1/31/2029	\$ 39,982.72	\$ 63,455.38	\$ 20,094.27	\$ 123,532.37
1/31/2030	\$ 41,598.02	\$ 61,840.08	\$ 20,496.16	\$ 123,934.25
1/31/2031	\$ 43,278.58	\$ 60,159.52	\$ 20,906.08	\$ 124,344.18
1/31/2032	\$ 45,027.03	\$ 58,411.07	\$ 21,324.20	\$ 124,762.30
1/31/2033	\$ 46,846.12	\$ 56,591.97	\$ 21,750.68	\$ 125,188.78
1/31/2034	\$ 48,738.71	\$ 54,699.39	\$ 22,185.70	\$ 125,623.80
1/31/2035	\$ 50,707.75	\$ 52,730.35	\$ 22,629.41	\$ 126,067.51
1/31/2036	\$ 52,756.34	\$ 50,681.75	\$ 23,082.00	\$ 126,520.10
1/31/2037	\$ 54,887.70	\$ 48,550.40	\$ 23,543.64	\$ 126,981.74
1/31/2038	\$ 57,105.16	\$ 46,332.94	\$ 24,014.51	\$ 127,452.61
1/31/2039	\$ 59,412.21	\$ 44,025.89	\$ 24,494.80	\$ 127,932.90
1/31/2040	\$ 61,812.46	\$ 41,625.63	\$ 24,984.70	\$ 128,422.80
1/31/2041	\$ 64,309.69	\$ 39,128.41	\$ 25,484.39	\$ 128,922.49
1/31/2042	\$ 66,907.80	\$ 36,530.30	\$ 25,994.08	\$ 129,432.18
1/31/2043	\$ 69,610.87	\$ 33,827.22	\$ 26,513.96	\$ 129,952.06
1/31/2044	\$ 72,423.15	\$ 31,014.94	\$ 27,044.24	\$ 130,482.34
1/31/2045	\$ 75,349.05	\$ 28,089.05	\$ 27,585.13	\$ 131,023.23
1/31/2046	\$ 78,393.15	\$ 25,044.95	\$ 28,136.83	\$ 131,574.93
1/31/2047	\$ 81,560.23	\$ 21,877.86	\$ 28,699.57	\$ 132,137.66
1/31/2048	\$ 84,855.27	\$ 18,582.83	\$ 29,273.56	\$ 132,711.66
1/31/2049	\$ 88,283.42	\$ 15,154.68	\$ 29,859.03	\$ 133,297.13
1/31/2050	\$ 91,850.07	\$ 11,588.03	\$ 30,456.21	\$ 133,894.31
1/31/2051	\$ 95,560.81	\$ 7,877.28	\$ 31,065.33	\$ 134,503.43
1/31/2052	\$ 99,421.47	\$ 4,016.63	\$ 31,686.64	\$ 135,124.74
Total	\$ 1,748,473.90	\$ 1,251,230.94	\$ 706,018.67	\$ 3,705,723.51

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.04% rate.

EXHIBIT E – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are contained in this Exhibit:

- Residential Lot

[Remainder of page intentionally left blank.]

RESIDENTIAL LOT HOMEBUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$18,800.79

As the purchaser of the real property described above, you are obligated to pay assessments to Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Kiber Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Annual Installments Due	Annual Collection		Annual Installment ¹
	Principal	Interest ²	
1/31/2024	\$ 352.69	\$ 759.55	\$ 1,307.94
1/31/2025	\$ 366.93	\$ 745.30	\$ 1,311.85
1/31/2026	\$ 381.76	\$ 730.48	\$ 1,315.84
1/31/2027	\$ 397.18	\$ 715.06	\$ 1,319.91
1/31/2028	\$ 413.23	\$ 699.01	\$ 1,324.07
1/31/2029	\$ 429.92	\$ 682.32	\$ 1,328.31
1/31/2030	\$ 447.29	\$ 664.95	\$ 1,332.63
1/31/2031	\$ 465.36	\$ 646.88	\$ 1,337.03
1/31/2032	\$ 484.16	\$ 628.08	\$ 1,341.53
1/31/2033	\$ 503.72	\$ 608.52	\$ 1,346.12
1/31/2034	\$ 524.07	\$ 588.17	\$ 1,350.79
1/31/2035	\$ 545.24	\$ 566.99	\$ 1,355.56
1/31/2036	\$ 567.27	\$ 544.97	\$ 1,360.43
1/31/2037	\$ 590.19	\$ 522.05	\$ 1,365.40
1/31/2038	\$ 614.03	\$ 498.20	\$ 1,370.46
1/31/2039	\$ 638.84	\$ 473.40	\$ 1,375.62
1/31/2040	\$ 664.65	\$ 447.59	\$ 1,380.89
1/31/2041	\$ 691.50	\$ 420.74	\$ 1,386.26
1/31/2042	\$ 719.44	\$ 392.80	\$ 1,391.74
1/31/2043	\$ 748.50	\$ 363.73	\$ 1,397.33
1/31/2044	\$ 778.74	\$ 333.49	\$ 1,403.04
1/31/2045	\$ 810.20	\$ 302.03	\$ 1,408.85
1/31/2046	\$ 842.94	\$ 269.30	\$ 1,414.78
1/31/2047	\$ 876.99	\$ 235.25	\$ 1,420.84
1/31/2048	\$ 912.42	\$ 199.82	\$ 1,427.01
1/31/2049	\$ 949.28	\$ 162.95	\$ 1,433.30
1/31/2050	\$ 987.64	\$ 124.60	\$ 1,439.72
1/31/2051	\$ 1,027.54	\$ 84.70	\$ 1,446.27
1/31/2052	\$ 1,069.05	\$ 43.19	\$ 1,452.95
Total	\$ 18,800.79	\$ 13,454.10	\$ 39,846.49

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.04% rate.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 22, 2023

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on an Ordinance approving the 2023 Annual Service Plan Update for the public improvements in the Green Trails Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The District was created pursuant to the PID Act, by Resolution No. 20190910-017 of the City Council on September 10, 2019, to finance certain public improvement projects for the benefit of the property in the District.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

RECOMMENDATION:

Staff recommends that Council holds discussions and approve the 2023 Annual Service Plan Update and updates to the Assessment Roll for 2023.



GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT 2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 22, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Original SAP used for the levying of Assessments or in the 2022 SAP Update.

The Petitioners submitted and filed with the City Secretary of the City a Petition requesting the establishment of a public improvement district to include the Parcels owned by the Petitioners, and to be known as the Green Trails Public Improvement District. On September 10, 2019, the City Council adopted Resolution No. 20190910-017 that authorized the creation of the District consisting of 9.5455 acres. On October 13, 2020, the City Council adopted Ordinance No. 20201013-018, levying Assessments for the cost of Authorized Improvements, creating a lien against Parcels in the District and approving the Original SAP. The Original SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements.

On February 15, 2023, the City Council approved the 2022 SAP Update for the District by Ordinance No. 20230215-014, which updated the Assessment Roll for 2022.

Pursuant to the PID Act, the Original SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023 and also updates the Assessment Roll for 2023. P3Works, LLC was not engaged as Administrator nor engaged to prepare any updates prior to the 2022 SAP Update. Furthermore, P3Works, LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.

PARCEL SUBDIVISION

- The final plat of Green Trails was filed and recorded with Brazoria County on February 12, 2020, and consists of 50 residential Lots and 4 Lots of Non-Benefited Property.

See **Exhibit C** for the Lot Type classification map.

LOTS

There are 50 Lots within the District that are required to pay Annual Installments. The Assessment Roll, attached as **Exhibit A**, lists these Lots, their Lot Type, and their corresponding Annual Installment.

See **Exhibit D** for Homebuyer Disclosures.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$706,254.41.

ANNUAL INSTALLMENT DUE 1/31/2024

- *Principal and Interest* – The total principal and interest required for the Annual Installment is \$52,496.31.
- *Administrative Expenses* – The cost of administering the District and collecting the Annual Installments shall be paid for by the Annual Installments. The Administrative Expenses shall be deducted from the total Annual Installment collected each year. The estimated cost to administer the District and collect Annual Installments is \$14,000.00.

Green Trails PID	
Annual Collection Costs	
Administration	\$ 10,800.00
City Auditor	\$ 1,000.00
Filing Fees	1,000.00
County Collection	200.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 14,000.00

Due January 31, 2024		
Principal	\$	24,246.13
Interest	\$	28,250.18
Administrative Expenses	\$	14,000.00
Total Annual Installment	\$	66,496.31

PREPAYMENT OF ASSESSMENTS IN FULL

There have been no full prepayment of Assessments made in the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

There have been no partial prepayment of Assessments made in the District.

SERVICE PLAN FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Installment Due	1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028	
Principal	\$	24,246.13	\$	25,215.98	\$	26,224.62	\$	27,273.60	\$	28,364.55
Interest	\$	28,250.18	\$	27,280.33	\$	26,271.69	\$	25,222.71	\$	24,131.76
Administrative Expenses	\$	14,000.00	\$	14,280.00	\$	14,565.60	\$	14,856.91	\$	15,154.05
	\$	66,496.31	\$	66,776.31	\$	67,061.91	\$	67,353.22	\$	67,650.36

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

DISCLAIMER

P3Works, LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.



EXHIBIT A – ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Green Trails PID ^[a]			Annual Installment Due 1/31/24 ^[c]
				Principal	Interest	Annual Collection Costs	
693628	GREEN TRAILS LOT RESERVE A	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693629	GREEN TRAILS LOT RESERVE B	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693630	GREEN TRAILS LOT RESERVE C	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693631	GREEN TRAILS LOT RESERVE D	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693632	GREEN TRAILS BLK 1 LOT 1	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693633	GREEN TRAILS BLK 1 LOT 2	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693634	GREEN TRAILS BLK 1 LOT 3	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693635	GREEN TRAILS BLK 1 LOT 4	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693636	GREEN TRAILS BLK 1 LOT 5	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693637	GREEN TRAILS BLK 1 LOT 6	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693638	GREEN TRAILS BLK 1 LOT 7	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693639	GREEN TRAILS BLK 1 LOT 8	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693640	GREEN TRAILS BLK 1 LOT 9	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693641	GREEN TRAILS BLK 1 LOT 10	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693642	GREEN TRAILS BLK 1 LOT 11	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693643	GREEN TRAILS BLK 1 LOT 12	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693644	GREEN TRAILS BLK 1 LOT 13	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693645	GREEN TRAILS BLK 1 LOT 14	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693646	GREEN TRAILS BLK 1 LOT 15	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693647	GREEN TRAILS BLK 1 LOT 16	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693648	GREEN TRAILS BLK 1 LOT 17	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693649	GREEN TRAILS BLK 1 LOT 18	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693650	GREEN TRAILS BLK 1 LOT 19	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693651	GREEN TRAILS BLK 1 LOT 20	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693652	GREEN TRAILS BLK 1 LOT 21	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693653	GREEN TRAILS BLK 1 LOT 22	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693654	GREEN TRAILS BLK 1 LOT 23	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693655	GREEN TRAILS BLK 1 LOT 24	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693656	GREEN TRAILS BLK 1 LOT 25	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693657	GREEN TRAILS BLK 1 LOT 26	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693658	GREEN TRAILS BLK 1 LOT 27	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693659	GREEN TRAILS BLK 1 LOT 28	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693660	GREEN TRAILS BLK 1 LOT 29	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693661	GREEN TRAILS BLK 1 LOT 30	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693662	GREEN TRAILS BLK 1 LOT 31	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693663	GREEN TRAILS BLK 1 LOT 32	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693664	GREEN TRAILS BLK 1 LOT 33	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693665	GREEN TRAILS BLK 1 LOT 34	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693666	GREEN TRAILS BLK 1 LOT 35	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693667	GREEN TRAILS BLK 1 LOT 36	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693668	GREEN TRAILS BLK 1 LOT 37	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693669	GREEN TRAILS BLK 1 LOT 38	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693670	GREEN TRAILS BLK 1 LOT 39	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693671	GREEN TRAILS BLK 1 LOT 40	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693672	GREEN TRAILS BLK 1 LOT 41	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93

Footnotes:

[a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.

			Green Trails PID ^[a]				
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Annual			Annual Installment Due 1/31/24 ^[c]
				Principal	Interest	Collection Costs	
693673	GREEN TRAILS BLK 1 LOT 42	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693674	GREEN TRAILS BLK 1 LOT 43	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693675	GREEN TRAILS BLK 1 LOT 44	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693676	GREEN TRAILS BLK 1 LOT 45	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693677	GREEN TRAILS BLK 1 LOT 46	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693678	GREEN TRAILS BLK 1 LOT 47	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693679	GREEN TRAILS BLK 1 LOT 48	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693680	GREEN TRAILS BLK 1 LOT 49	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693681	GREEN TRAILS BLK 1 LOT 50	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
Total			\$ 706,254.41	\$ 24,246.13	\$ 28,250.18	\$ 14,000.00	\$ 66,496.50

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.

EXHIBIT B – DEBT SERVICE SCHEDULE

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs ^[b]	Annual Installment ^[b]
2024	\$ 24,246.13	\$ 28,250.18	\$ 14,000.00	\$ 66,496.31
2025	\$ 25,215.98	\$ 27,280.33	\$ 14,280.00	\$ 66,776.31
2026	\$ 26,224.62	\$ 26,271.69	\$ 14,565.60	\$ 67,061.91
2027	\$ 27,273.60	\$ 25,222.71	\$ 14,856.91	\$ 67,353.22
2028	\$ 28,364.55	\$ 24,131.76	\$ 15,154.05	\$ 67,650.36
2029	\$ 29,499.13	\$ 22,997.18	\$ 15,457.13	\$ 67,953.44
2030	\$ 30,679.10	\$ 21,817.22	\$ 15,766.27	\$ 68,262.58
2031	\$ 31,906.26	\$ 20,590.05	\$ 16,081.60	\$ 68,577.91
2032	\$ 33,182.51	\$ 19,313.80	\$ 16,403.23	\$ 68,899.54
2033	\$ 34,509.81	\$ 17,986.50	\$ 16,731.30	\$ 69,227.61
2034	\$ 35,890.20	\$ 16,606.11	\$ 17,065.92	\$ 69,562.23
2035	\$ 37,325.81	\$ 15,170.50	\$ 17,407.24	\$ 69,903.55
2036	\$ 38,818.84	\$ 13,677.47	\$ 17,755.39	\$ 70,251.70
2037	\$ 40,371.60	\$ 12,124.71	\$ 18,110.49	\$ 70,606.80
2038	\$ 41,986.46	\$ 10,509.85	\$ 18,472.70	\$ 70,969.01
2039	\$ 43,665.92	\$ 8,830.39	\$ 18,842.16	\$ 71,338.47
2040	\$ 45,412.56	\$ 7,083.76	\$ 19,219.00	\$ 71,715.31
2041	\$ 47,229.06	\$ 5,267.25	\$ 19,603.38	\$ 72,099.69
2042	\$ 49,118.22	\$ 3,378.09	\$ 19,995.45	\$ 72,491.76
2043	\$ 35,334.06	\$ 1,413.36	\$ 20,395.36	\$ 57,142.77
Total	\$706,254.41	\$327,922.92	\$340,163.18	\$ 1,374,340.51

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

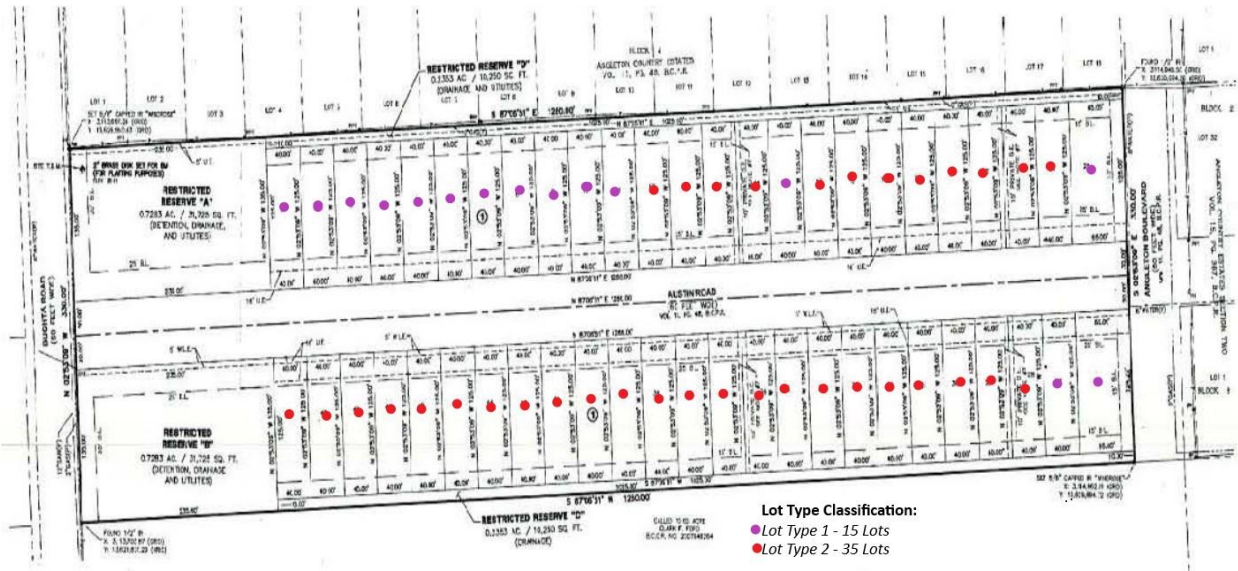


EXHIBIT D – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2

GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$13,789.67

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Principal	Interest^[a]	Annual Collection Costs^[b]	Annual Installment^[b]
2024	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
2025	\$ 518.27	\$ 531.65	\$ 285.60	\$ 1,335.53
2026	\$ 539.00	\$ 510.92	\$ 291.31	\$ 1,341.24
2027	\$ 560.56	\$ 489.36	\$ 297.14	\$ 1,347.06
2028	\$ 582.99	\$ 466.94	\$ 303.08	\$ 1,353.01
2029	\$ 606.31	\$ 443.62	\$ 309.14	\$ 1,359.07
2030	\$ 630.56	\$ 419.37	\$ 315.33	\$ 1,365.25
2031	\$ 655.78	\$ 394.15	\$ 321.63	\$ 1,371.56
2032	\$ 682.01	\$ 367.91	\$ 328.06	\$ 1,377.99
2033	\$ 709.29	\$ 340.63	\$ 334.63	\$ 1,384.55
2034	\$ 737.66	\$ 312.26	\$ 341.32	\$ 1,391.24
2035	\$ 767.17	\$ 282.76	\$ 348.14	\$ 1,398.07
2036	\$ 797.86	\$ 252.07	\$ 355.11	\$ 1,405.03
2037	\$ 829.77	\$ 220.15	\$ 362.21	\$ 1,412.14
2038	\$ 862.96	\$ 186.96	\$ 369.45	\$ 1,419.38
2039	\$ 897.48	\$ 152.44	\$ 376.84	\$ 1,426.77
2040	\$ 933.38	\$ 116.55	\$ 384.38	\$ 1,434.31
2041	\$ 970.72	\$ 79.21	\$ 392.07	\$ 1,441.99
2042	\$ 1,009.54	\$ 40.38	\$ 399.91	\$ 1,449.84
Total	\$ 13,789.67	\$ 6,158.93	\$ 6,395.36	\$ 26,343.95

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts

GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$14,268.84

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due January 31,			Annual Collection Costs	Annual Installment
	Principal	Interest		
2024	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
2025	\$ 498.34	\$ 551.59	\$ 285.60	\$ 1,335.53
2026	\$ 518.27	\$ 531.65	\$ 291.31	\$ 1,341.24
2027	\$ 539.00	\$ 510.92	\$ 297.14	\$ 1,347.06
2028	\$ 560.56	\$ 489.36	\$ 303.08	\$ 1,353.01
2029	\$ 582.99	\$ 466.94	\$ 309.14	\$ 1,359.07
2030	\$ 606.31	\$ 443.62	\$ 315.33	\$ 1,365.25
2031	\$ 630.56	\$ 419.37	\$ 321.63	\$ 1,371.56
2032	\$ 655.78	\$ 394.15	\$ 328.06	\$ 1,377.99
2033	\$ 682.01	\$ 367.91	\$ 334.63	\$ 1,384.55
2034	\$ 709.29	\$ 340.63	\$ 341.32	\$ 1,391.24
2035	\$ 737.66	\$ 312.26	\$ 348.14	\$ 1,398.07
2036	\$ 767.17	\$ 282.76	\$ 355.11	\$ 1,405.03
2037	\$ 797.86	\$ 252.07	\$ 362.21	\$ 1,412.14
2038	\$ 829.77	\$ 220.15	\$ 369.45	\$ 1,419.38
2039	\$ 862.96	\$ 186.96	\$ 376.84	\$ 1,426.77
2040	\$ 897.48	\$ 152.44	\$ 384.38	\$ 1,434.31
2041	\$ 933.38	\$ 116.55	\$ 392.07	\$ 1,441.99
2042	\$ 970.72	\$ 79.21	\$ 399.91	\$ 1,449.84
2043	\$ 1,009.54	\$ 40.38	\$ 407.91	\$ 1,457.83
Total	\$ 14,268.84	\$ 6,729.68	\$ 6,803.26	\$ 27,801.79

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.



GREEN TRAILS
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 22, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Original SAP used for the levying of Assessments or in the 2022 SAP Update.

The Petitioners submitted and filed with the City Secretary of the City a Petition requesting the establishment of a public improvement district to include the Parcels owned by the Petitioners, and to be known as the Green Trails Public Improvement District. On September 10, 2019, the City Council adopted Resolution No. 20190910-017 that authorized the creation of the District consisting of 9.5455 acres. On October 13, 2020, the City Council adopted Ordinance No. 20201013-018, levying Assessments for the cost of Authorized Improvements, creating a lien against Parcels in the District and approving the Original SAP. The Original SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements.

On February 15, 2023, the City Council approved the 2022 SAP Update for the District by Ordinance No. 20230215-014, which updated the Assessment Roll for 2022.

Pursuant to the PID Act, the Original SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023 and also updates the Assessment Roll for 2023. P3Works, LLC was not engaged as Administrator nor engaged to prepare any updates prior to the 2022 SAP Update. Furthermore, P3Works, LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.

PARCEL SUBDIVISION

- The final plat of Green Trails was filed and recorded with Brazoria County on February 12, 2020, and consists of 50 residential Lots and 4 Lots of Non-Benefited Property.

See **Exhibit C** for the Lot Type classification map.

LOTS

There are 50 Lots within the District that are required to pay Annual Installments. The Assessment Roll, attached as **Exhibit A**, lists these Lots, their Lot Type, and their corresponding Annual Installment.

See **Exhibit D** for Homebuyer Disclosures.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$706,254.41.

ANNUAL INSTALLMENT DUE 1/31/2024

- *Principal and Interest* – The total principal and interest required for the Annual Installment is \$52,496.31.
- *Administrative Expenses* – The cost of administering the District and collecting the Annual Installments shall be paid for by the Annual Installments. The Administrative Expenses shall be deducted from the total Annual Installment collected each year. The estimated cost to administer the District and collect Annual Installments is \$14,000.00.

Green Trails PID	
Annual Collection Costs	
Administration	\$ 10,800.00
City Auditor	\$ 1,000.00
Filing Fees	1,000.00
County Collection	200.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 14,000.00

Due January 31, 2024		
Principal	\$	24,246.13
Interest	\$	28,250.18
Administrative Expenses	\$	14,000.00
Total Annual Installment	\$	66,496.31

PREPAYMENT OF ASSESSMENTS IN FULL

There have been no full prepayment of Assessments made in the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

There have been no partial prepayment of Assessments made in the District.

SERVICE PLAN FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Installment Due	1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028	
Principal	\$	24,246.13	\$	25,215.98	\$	26,224.62	\$	27,273.60	\$	28,364.55
Interest	\$	28,250.18	\$	27,280.33	\$	26,271.69	\$	25,222.71	\$	24,131.76
Administrative Expenses	\$	14,000.00	\$	14,280.00	\$	14,565.60	\$	14,856.91	\$	15,154.05
	\$	66,496.31	\$	66,776.31	\$	67,061.91	\$	67,353.22	\$	67,650.36

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

DISCLAIMER

P3Works, LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Green Trails PID ^[a]			Annual Installment Due 1/31/24 ^[c]
				Principal	Interest	Annual Collection Costs	
693628	GREEN TRAILS LOT RESERVE A	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693629	GREEN TRAILS LOT RESERVE B	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693630	GREEN TRAILS LOT RESERVE C	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693631	GREEN TRAILS LOT RESERVE D	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -
693632	GREEN TRAILS BLK 1 LOT 1	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693633	GREEN TRAILS BLK 1 LOT 2	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693634	GREEN TRAILS BLK 1 LOT 3	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693635	GREEN TRAILS BLK 1 LOT 4	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693636	GREEN TRAILS BLK 1 LOT 5	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693637	GREEN TRAILS BLK 1 LOT 6	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693638	GREEN TRAILS BLK 1 LOT 7	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693639	GREEN TRAILS BLK 1 LOT 8	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693640	GREEN TRAILS BLK 1 LOT 9	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693641	GREEN TRAILS BLK 1 LOT 10	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693642	GREEN TRAILS BLK 1 LOT 11	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693643	GREEN TRAILS BLK 1 LOT 12	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693644	GREEN TRAILS BLK 1 LOT 13	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693645	GREEN TRAILS BLK 1 LOT 14	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693646	GREEN TRAILS BLK 1 LOT 15	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693647	GREEN TRAILS BLK 1 LOT 16	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693648	GREEN TRAILS BLK 1 LOT 17	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693649	GREEN TRAILS BLK 1 LOT 18	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693650	GREEN TRAILS BLK 1 LOT 19	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693651	GREEN TRAILS BLK 1 LOT 20	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693652	GREEN TRAILS BLK 1 LOT 21	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693653	GREEN TRAILS BLK 1 LOT 22	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693654	GREEN TRAILS BLK 1 LOT 23	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693655	GREEN TRAILS BLK 1 LOT 24	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693656	GREEN TRAILS BLK 1 LOT 25	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693657	GREEN TRAILS BLK 1 LOT 26	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693658	GREEN TRAILS BLK 1 LOT 27	1	\$ 13,789.67	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
693659	GREEN TRAILS BLK 1 LOT 28	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693660	GREEN TRAILS BLK 1 LOT 29	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693661	GREEN TRAILS BLK 1 LOT 30	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693662	GREEN TRAILS BLK 1 LOT 31	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693663	GREEN TRAILS BLK 1 LOT 32	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693664	GREEN TRAILS BLK 1 LOT 33	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693665	GREEN TRAILS BLK 1 LOT 34	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693666	GREEN TRAILS BLK 1 LOT 35	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693667	GREEN TRAILS BLK 1 LOT 36	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693668	GREEN TRAILS BLK 1 LOT 37	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693669	GREEN TRAILS BLK 1 LOT 38	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693670	GREEN TRAILS BLK 1 LOT 39	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693671	GREEN TRAILS BLK 1 LOT 40	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693672	GREEN TRAILS BLK 1 LOT 41	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.

			Green Trails PID ^[a]				
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Annual			Annual Installment Due 1/31/24 ^[c]
				Principal	Interest	Collection Costs	
693673	GREEN TRAILS BLK 1 LOT 42	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693674	GREEN TRAILS BLK 1 LOT 43	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693675	GREEN TRAILS BLK 1 LOT 44	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693676	GREEN TRAILS BLK 1 LOT 45	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693677	GREEN TRAILS BLK 1 LOT 46	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693678	GREEN TRAILS BLK 1 LOT 47	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693679	GREEN TRAILS BLK 1 LOT 48	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693680	GREEN TRAILS BLK 1 LOT 49	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
693681	GREEN TRAILS BLK 1 LOT 50	2	\$ 14,268.84	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
Total			\$ 706,254.41	\$ 24,246.13	\$ 28,250.18	\$ 14,000.00	\$ 66,496.50

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023, and is due by January 31, 2024.

EXHIBIT B – DEBT SERVICE SCHEDULE

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs ^[b]	Annual Installment ^[b]
2024	\$ 24,246.13	\$ 28,250.18	\$ 14,000.00	\$ 66,496.31
2025	\$ 25,215.98	\$ 27,280.33	\$ 14,280.00	\$ 66,776.31
2026	\$ 26,224.62	\$ 26,271.69	\$ 14,565.60	\$ 67,061.91
2027	\$ 27,273.60	\$ 25,222.71	\$ 14,856.91	\$ 67,353.22
2028	\$ 28,364.55	\$ 24,131.76	\$ 15,154.05	\$ 67,650.36
2029	\$ 29,499.13	\$ 22,997.18	\$ 15,457.13	\$ 67,953.44
2030	\$ 30,679.10	\$ 21,817.22	\$ 15,766.27	\$ 68,262.58
2031	\$ 31,906.26	\$ 20,590.05	\$ 16,081.60	\$ 68,577.91
2032	\$ 33,182.51	\$ 19,313.80	\$ 16,403.23	\$ 68,899.54
2033	\$ 34,509.81	\$ 17,986.50	\$ 16,731.30	\$ 69,227.61
2034	\$ 35,890.20	\$ 16,606.11	\$ 17,065.92	\$ 69,562.23
2035	\$ 37,325.81	\$ 15,170.50	\$ 17,407.24	\$ 69,903.55
2036	\$ 38,818.84	\$ 13,677.47	\$ 17,755.39	\$ 70,251.70
2037	\$ 40,371.60	\$ 12,124.71	\$ 18,110.49	\$ 70,606.80
2038	\$ 41,986.46	\$ 10,509.85	\$ 18,472.70	\$ 70,969.01
2039	\$ 43,665.92	\$ 8,830.39	\$ 18,842.16	\$ 71,338.47
2040	\$ 45,412.56	\$ 7,083.76	\$ 19,219.00	\$ 71,715.31
2041	\$ 47,229.06	\$ 5,267.25	\$ 19,603.38	\$ 72,099.69
2042	\$ 49,118.22	\$ 3,378.09	\$ 19,995.45	\$ 72,491.76
2043	\$ 35,334.06	\$ 1,413.36	\$ 20,395.36	\$ 57,142.77
Total	\$706,254.41	\$327,922.92	\$340,163.18	\$ 1,374,340.51

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



EXHIBIT D – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2

GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$13,789.67

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs ^[b]	Annual Installment ^[b]
2024	\$ 498.34	\$ 551.59	\$ 280.00	\$ 1,329.93
2025	\$ 518.27	\$ 531.65	\$ 285.60	\$ 1,335.53
2026	\$ 539.00	\$ 510.92	\$ 291.31	\$ 1,341.24
2027	\$ 560.56	\$ 489.36	\$ 297.14	\$ 1,347.06
2028	\$ 582.99	\$ 466.94	\$ 303.08	\$ 1,353.01
2029	\$ 606.31	\$ 443.62	\$ 309.14	\$ 1,359.07
2030	\$ 630.56	\$ 419.37	\$ 315.33	\$ 1,365.25
2031	\$ 655.78	\$ 394.15	\$ 321.63	\$ 1,371.56
2032	\$ 682.01	\$ 367.91	\$ 328.06	\$ 1,377.99
2033	\$ 709.29	\$ 340.63	\$ 334.63	\$ 1,384.55
2034	\$ 737.66	\$ 312.26	\$ 341.32	\$ 1,391.24
2035	\$ 767.17	\$ 282.76	\$ 348.14	\$ 1,398.07
2036	\$ 797.86	\$ 252.07	\$ 355.11	\$ 1,405.03
2037	\$ 829.77	\$ 220.15	\$ 362.21	\$ 1,412.14
2038	\$ 862.96	\$ 186.96	\$ 369.45	\$ 1,419.38
2039	\$ 897.48	\$ 152.44	\$ 376.84	\$ 1,426.77
2040	\$ 933.38	\$ 116.55	\$ 384.38	\$ 1,434.31
2041	\$ 970.72	\$ 79.21	\$ 392.07	\$ 1,441.99
2042	\$ 1,009.54	\$ 40.38	\$ 399.91	\$ 1,449.84
Total	\$ 13,789.67	\$ 6,158.93	\$ 6,395.36	\$ 26,343.95

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts

GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$14,268.84

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due January 31,			Annual Collection Costs	Annual Installment
	Principal	Interest		
2024	\$ 479.17	\$ 570.75	\$ 280.00	\$ 1,329.93
2025	\$ 498.34	\$ 551.59	\$ 285.60	\$ 1,335.53
2026	\$ 518.27	\$ 531.65	\$ 291.31	\$ 1,341.24
2027	\$ 539.00	\$ 510.92	\$ 297.14	\$ 1,347.06
2028	\$ 560.56	\$ 489.36	\$ 303.08	\$ 1,353.01
2029	\$ 582.99	\$ 466.94	\$ 309.14	\$ 1,359.07
2030	\$ 606.31	\$ 443.62	\$ 315.33	\$ 1,365.25
2031	\$ 630.56	\$ 419.37	\$ 321.63	\$ 1,371.56
2032	\$ 655.78	\$ 394.15	\$ 328.06	\$ 1,377.99
2033	\$ 682.01	\$ 367.91	\$ 334.63	\$ 1,384.55
2034	\$ 709.29	\$ 340.63	\$ 341.32	\$ 1,391.24
2035	\$ 737.66	\$ 312.26	\$ 348.14	\$ 1,398.07
2036	\$ 767.17	\$ 282.76	\$ 355.11	\$ 1,405.03
2037	\$ 797.86	\$ 252.07	\$ 362.21	\$ 1,412.14
2038	\$ 829.77	\$ 220.15	\$ 369.45	\$ 1,419.38
2039	\$ 862.96	\$ 186.96	\$ 376.84	\$ 1,426.77
2040	\$ 897.48	\$ 152.44	\$ 384.38	\$ 1,434.31
2041	\$ 933.38	\$ 116.55	\$ 392.07	\$ 1,441.99
2042	\$ 970.72	\$ 79.21	\$ 399.91	\$ 1,449.84
2043	\$ 1,009.54	\$ 40.38	\$ 407.91	\$ 1,457.83
Total	\$ 14,268.84	\$ 6,729.68	\$ 6,803.26	\$ 27,801.79

Footnotes:

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

Roll Call Vote: Council Member Cecil Booth - Aye, Council member Christiene Daniel, -Nay, Council Member Mark Gongora- Aye; Council Member Terry Roberts - Aye; and Mayor Pro-Temp Travis Townsend – Nay; Mayor John Wright- Nay.

Action: (3-3 Vote): Windrose Green Section 5 Preliminary Plat was disapproved.

The applicant has submitted a revised plat in which changes were made to the noted contour lines to provide legibility and clarity to the document.

The developer also provided the approved Concept Plan which outlines the lot mix of the various lot widths and types planned throughout build-out.

Supportive documents are attached by the development engineer to address any questions regarding the drainage impact of the Windrose Green development (See attached exhibits, Watershed Map and the 100 Year Floodplain Comparison Atlas 14).

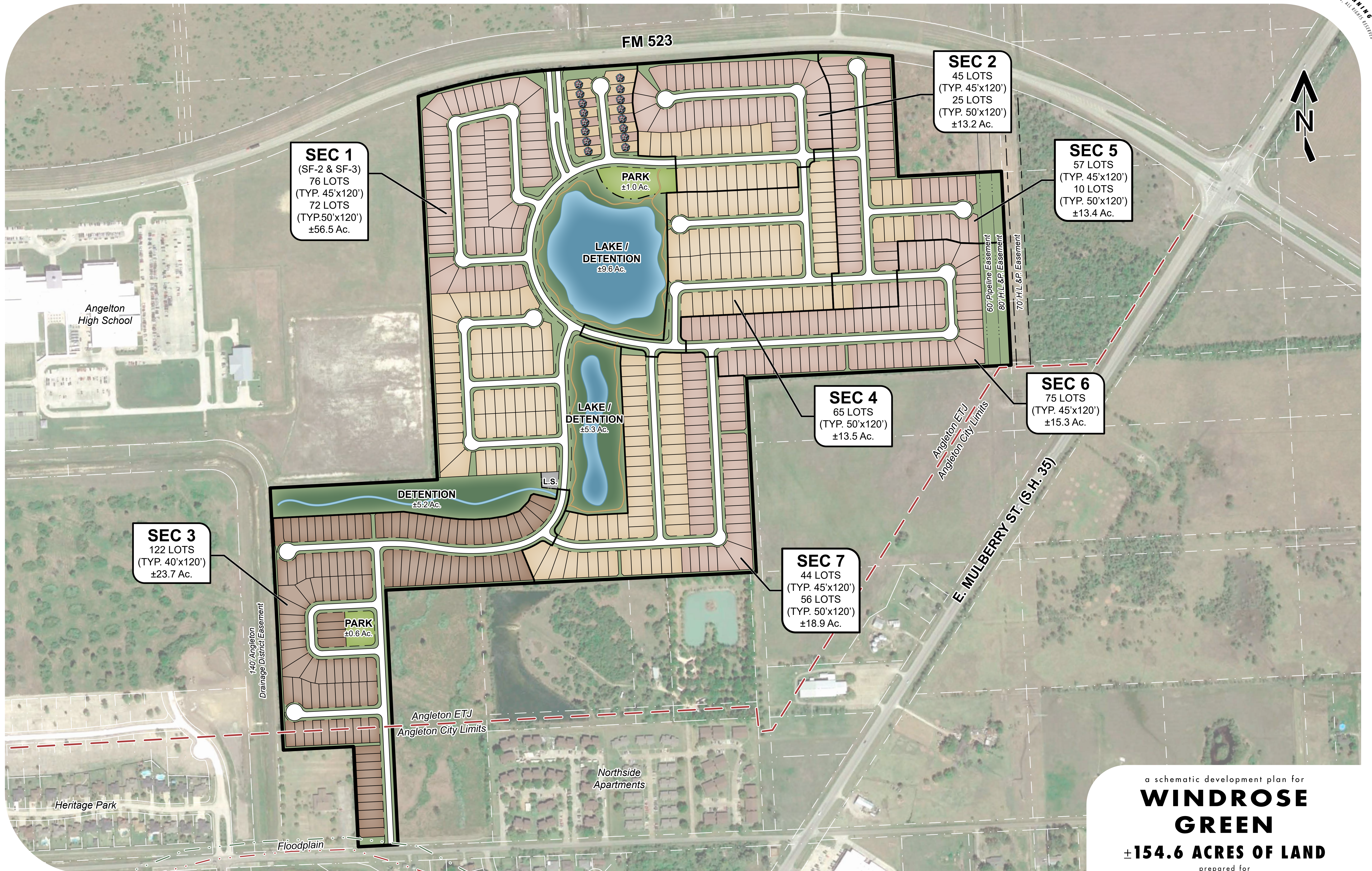
The applicants engineer, J. Stephen Wilcox, P.E., CFM forwarded the following points of explanation on the drainage for Council's consideration:

1. As part of the development and regional detention pond, volume was provided to reduce the flooding just upstream of Henderson Road within the existing subdivision. The construction of the detention system allowed for a significant increase in the culvert size from 48-inch to 2-11x9 box culverts. This greatly reduce the floodplain both at Henderson and around the regional pond for the existing City residents. The Henderson Road project was performed by the City/ADD using grant funding with the project partially funded by the developer. The developer included the requested Henderson road improvements in the overall drainage planning of the development.
2. In the existing state, the development tract drained via surface flow through private property before outfalling into an existing 48-inch under Henderson Road and then into Brushy Creek. As part of the development, this water was captured, stored, and then released into Brushy Creek via the new outfall into Rancho. The new outfall allowed for reducing the sheetflow from the site on to the neighboring property.
3. A detailed hydrologic and hydraulic analysis was performed to identify the existing 100-year water surface elevations along the entire reach of Rancho Ditch. This model not only allowed for computation of the Henderson Culvert sizes, but also to determine the detention volumes needed to mitigate the proposed development for the 100-year storm event. This analysis was submitted to the City and ADD for their review and concurrence. The model utilized the best available data and methodologies available at the time of the analysis to ensure not only no increased flooding to any properties in the 100-year storm event, but to also validate the improvements for the Henderson Road crossing.
4. As part of the construction of the regional pond and development, the excavated material from the Freedom Park regional pond was placed within Windrose Green to assist in establishing proper grades for drainage of the street and storm sewer system. The improvements at Henderson Road, Regional Pond, and internal detention system reduced

the 100-year floodplain to within the channel banks which makes any fill on the development tract a non-factor to the conditions along Rancho Ditch or Brushy Bayou. Additionally, the lands to the east and south drain away from Windrose Green and are not impacted by the placement of the fill.

RECOMMENDATION:

Staff recommends that City Council holds discussion and receive the applicant's response to the outstanding comments and consider taking final action on the Preliminary Plat for Windrose Green Section 5.



SEC 1
 (SF-2 & SF-3)
 76 LOTS
 (TYP. 45'x120')
 72 LOTS
 (TYP. 50'x120')
 ±56.5 Ac.

SEC 2
 45 LOTS
 (TYP. 45'x120')
 25 LOTS
 (TYP. 50'x120')
 ±13.2 Ac.

SEC 5
 57 LOTS
 (TYP. 45'x120')
 10 LOTS
 (TYP. 50'x120')
 ±13.4 Ac.

SEC 4
 65 LOTS
 (TYP. 50'x120')
 ±13.5 Ac.

SEC 6
 75 LOTS
 (TYP. 45'x120')
 ±15.3 Ac.

SEC 3
 122 LOTS
 (TYP. 40'x120')
 ±23.7 Ac.

SEC 7
 44 LOTS
 (TYP. 45'x120')
 56 LOTS
 (TYP. 50'x120')
 ±18.9 Ac.

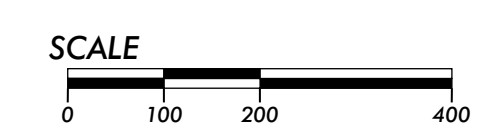
LOT SUMMARY

	40' x 120'	122 LOTS	19%
	45' x 120'	297 LOTS	46%
	50' x 120'	228 LOTS	35%
TOTAL 647 LOTS			

a schematic development plan for
WINDROSE GREEN
 ±154.6 ACRES OF LAND
 prepared for
CONCOURSE DEVELOPMENT



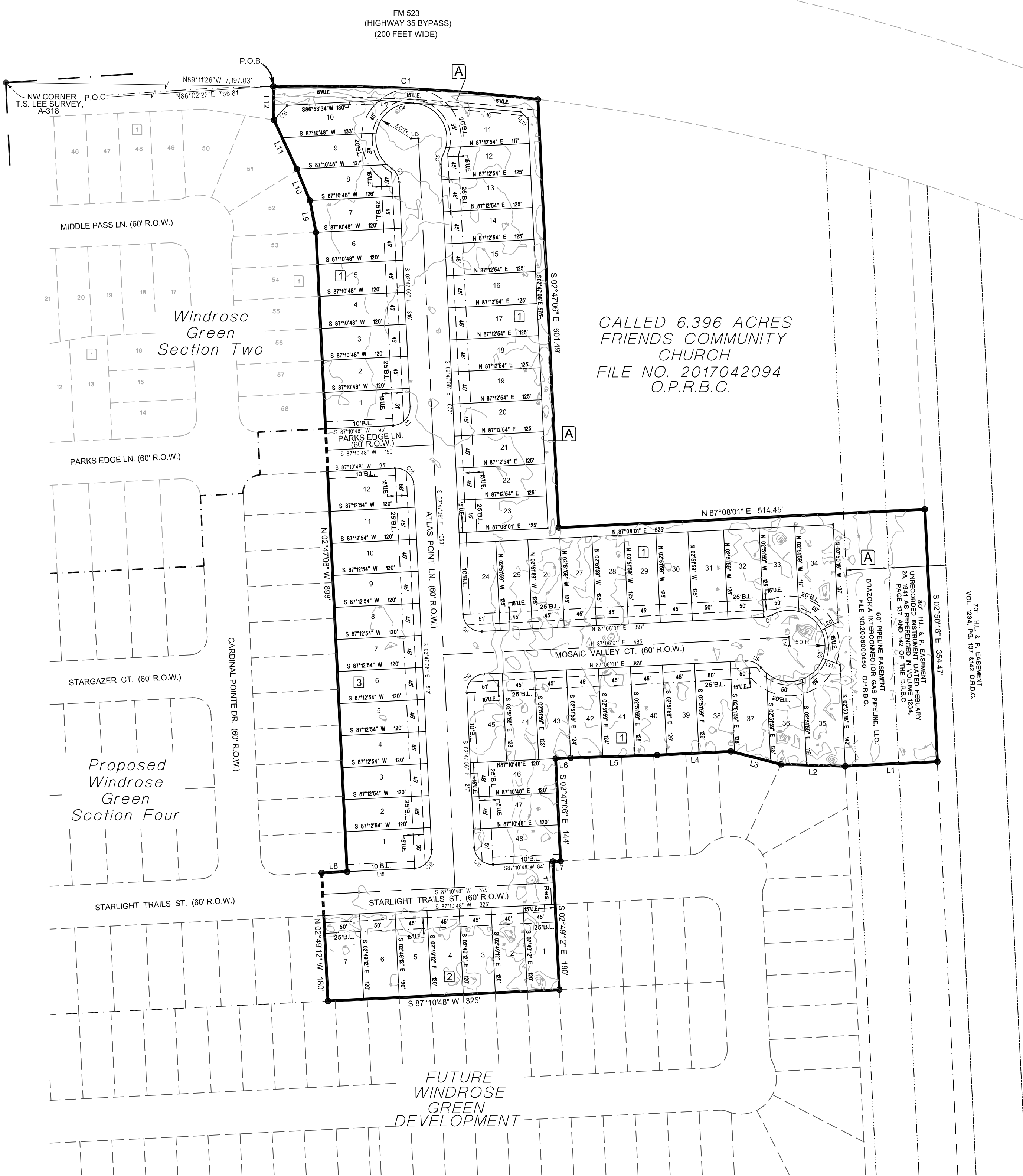
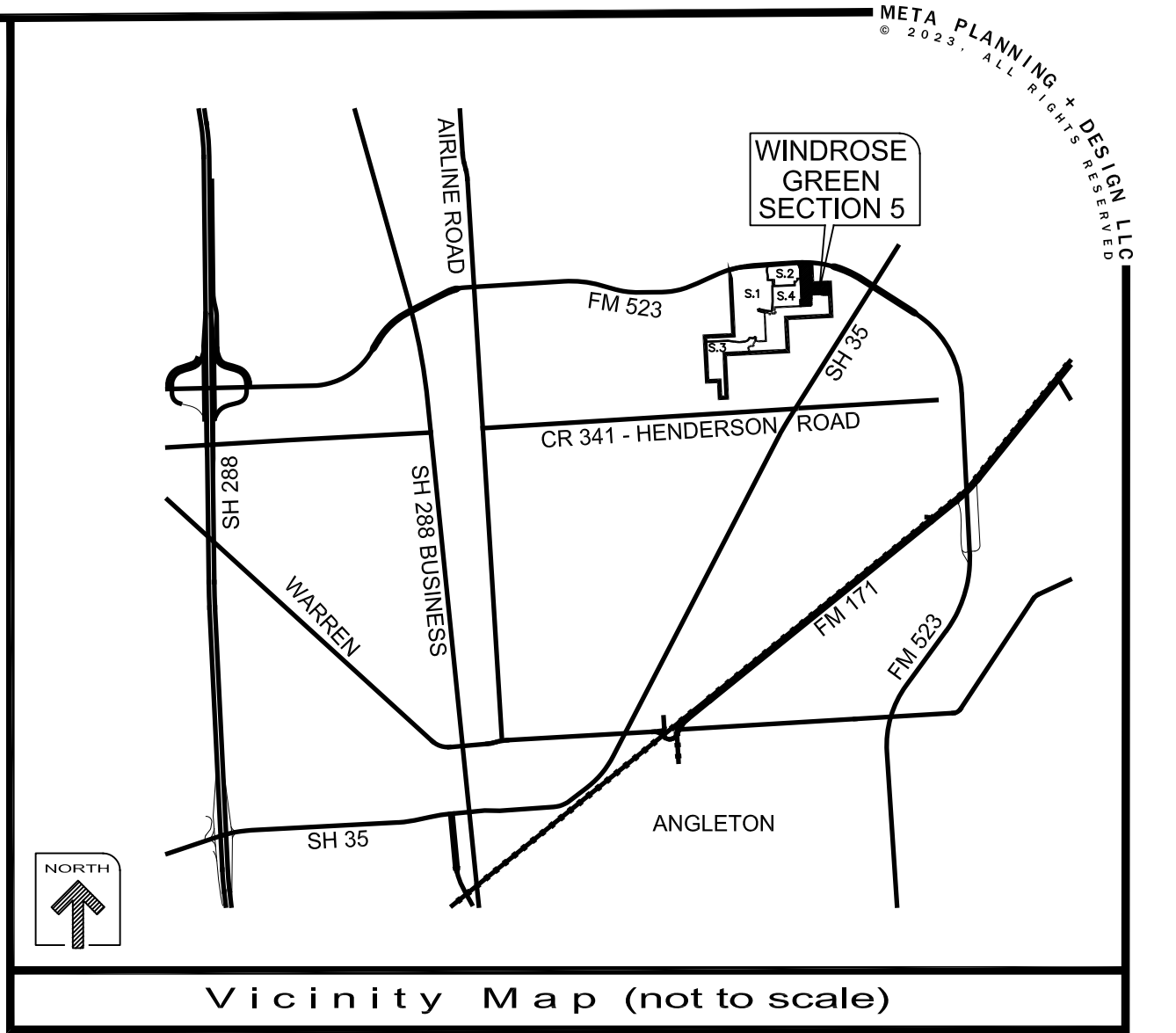
24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-56002
 APRIL 18, 2023

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

Called 8.132 Acres
 Joray One, LLC.
 Document No.2015025521
 O.P.R.B.C.



CALLED 6.396 ACRES
 FRIENDS CHURCH
 COMMUNITY
 CHURCH
 FILE NO. 2017042094
 O.P.R.B.C.

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

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°09'42" E	129.46'
L2	N 88°19'15" W	89.99'
L3	N 75°34'46" W	72.67'
L4	S 87°08'01" W	103.62'
L5	S 88°09'40" W	121.40'
L6	S 87°10'48" W	21.18'
L7	S 87°10'48" W	10.68'
L8	N 87°10'48" E	35.68'
L9	N 10°45'55" W	45.44'
L10	N 22°39'47" W	47.84'
L11	N 25°02'33" W	75.99'
L12	N 01°01'30" W	47.28'
L13	N 87°12'54" E	10.00'
L14	S 02°51'59" E	12.00'
L15	N 87°10'48" E	95.02'
L16	S 42°10'48" W	27.80'
L17	S 85°22'22" E	48.99'
L18	S 85°22'22" E	149.80'
L19	S 47°47'06" E	14.14'
L20	S 63°57'41" W	26.02'
L21	N 69°38'17" W	26.01'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2764.93'	07°42'29"	371.97'	S 87°10'16" E	371.69'
C2	25.00'	89°57'54"	39.25'	S 42°11'51" W	35.34'
C3	25.00'	53°07'48"	23.18'	N 29°21'00" W	22.36'
C4	50.00'	263°03'24"	229.56'	N 75°36'47" E	74.86'
C5	25.00'	29°55'35"	13.06'	S 12°10'42" W	12.91'
C6	25.00'	90°04'53"	39.31'	N 47°49'33" W	35.38'
C7	25.00'	26°41'32"	11.65'	N 73°47'15" E	11.54'
C8	50.00'	261°42'58"	228.39'	S 11°17'58" W	75.63'
C9	25.00'	55°01'26"	24.01'	N 65°21'16" W	23.10'
C10	25.00'	89°57'54"	39.25'	S 42°10'27" W	35.33'
C11	25.00'	90°02'06"	39.29'	S 47°48'09" E	35.37'
C12	25.00'	89°57'54"	39.25'	N 42°11'51" E	35.34'
C13	25.00'	90°02'06"	39.29'	N 47°48'09" W	35.37'

METES AND BOUNDS DESCRIPTION
 13.41 ACRES

Being a 13.41-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas, said 13.41-acre tract being a part of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC in File No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.), said 13.41-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983, South Central Zone):

Commencing at a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the northeast corner of Reserve "P" of Windrose Green Section One, a subdivision recorded in File No. 2021062480 of the Brazoria County Plat Records and being on the southerly right-of-way (R.O.W.) line of FM 523 (Highway 35 Bypass, 200 feet wide);

- Thence, with said southerly R.O.W. line, North 86 degrees 02 minutes 22 seconds East, a distance of 766.81 feet;
- Thence, continuing with said southerly R.O.W. line, 141.66 feet along the arc of a curve to the right, said curve having a central angle of 02 degrees 56 minutes 08 seconds, a radius of 2,764.93 feet and a chord that bears North 87 degrees 30 minutes 25 seconds East, a distance of 141.65 feet to the Point of Beginning the herein described tract;
- 1. Thence, continuing with said southerly R.O.W. line, 371.97 feet along the arc of a curve to the right, said curve having a central angle of 07 degrees 42 minutes 29 seconds, a radius of 2,764.93 feet and a chord that bears South 87 degrees 10 minutes 16 seconds East, a distance of 371.69 feet to the northeast corner of aforesaid 154.6-acre tract and the northwest corner of a called 6.396-acre tract of land recorded in File No. 2017042094 of the O.P.R.B.C.;
- 2. Thence, with the common line of said 154.6-acre tract and said 6.396-acre tract, South 02 degrees 47 minutes 06 seconds East, a distance of 601.49 feet to the southwest corner of said 6.396-acre tract;
- 3. Thence, continuing with said common line, North 87 degrees 08 minutes 01 seconds East, a distance of 514.45 feet to the southeast corner of said 6.396-acre tract and an easterly corner of said 154.6-acre tract, same being the west line of a called 271.431-acre tract of land recorded in File No. 921057 919 of the O.P.R.B.C.;
- 4. Thence, with the common line of said 154.6-acre tract and said 271.431-acre tract, South 02 degrees 50 minutes 18 seconds East, a distance of 354.47 feet;
- Thence, through said 154.6-acre tract, the following seventeen (17) courses:
 - 5. South 87 degrees 09 minutes 42 seconds West, a distance of 129.46 feet;
 - 6. North 88 degrees 19 minutes 15 seconds West, a distance of 89.99 feet;
 - 7. North 75 degrees 34 minutes 46 seconds West, a distance of 72.67 feet;
 - 8. South 87 degrees 08 minutes 01 seconds West, a distance of 103.62 feet;
 - 9. South 88 degrees 09 minutes 40 seconds West, a distance of 121.40 feet;
 - 10. South 87 degrees 10 minutes 48 seconds West, a distance of 21.18 feet;
 - 11. South 02 degrees 47 minutes 06 seconds East, a distance of 144.00 feet;
 - 12. South 87 degrees 10 minutes 48 seconds West, a distance of 10.68 feet;
 - 13. South 02 degrees 49 minutes 12 seconds East, a distance of 180.00 feet;
 - 14. South 87 degrees 10 minutes 48 seconds West, a distance of 325.00 feet;
 - 15. North 02 degrees 49 minutes 12 seconds West, a distance of 180.00 feet;
 - 16. North 87 degrees 10 minutes 48 seconds East, a distance of 35.68 feet;
 - 17. North 02 degrees 47 minutes 06 seconds West, a distance of 898.00 feet;
 - 18. North 10 degrees 45 minutes 55 seconds West, a distance of 45.44 feet;
 - 19. North 22 degrees 39 minutes 47 seconds West, a distance of 47.84 feet;
 - 20. North 25 degrees 02 minutes 33 seconds West, a distance of 75.99 feet;
 - 21. North 01 degrees 01 minutes 30 seconds West, a distance of 47.26 feet to the Point of Beginning and containing 13.41 acres of land.

DISCLAIMER AND LIMITED WARRANTY

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

LAND USE TABLE		
RESERVE	ACREAGE	LAND USE
A	1.65	LANDSCAPE/ OPEN SPACE

LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
LOT 1	5,986	LOT 1	5,400	LOT 1	6,588
LOT 2	5,400	LOT 2	5,400	LOT 2	5,400
LOT 3	5,400	LOT 3	5,400	LOT 3	5,400
LOT 4	5,400	LOT 4	5,400	LOT 4	5,400
LOT 5	5,400	LOT 5	5,400	LOT 5	5,400
LOT 6	5,400	LOT 6	6,000	LOT 6	5,400
LOT 7	5,541	LOT 7	6,000	LOT 7	5,400
LOT 8	5,625	LOT 8	6,000	LOT 8	5,400
LOT 9	5,625	LOT 9	6,000	LOT 9	5,400
LOT 10	6,786	LOT 10	6,000	LOT 10	5,400
LOT 11	6,247	LOT 11	6,000	LOT 11	5,400
LOT 12	5,952	LOT 12	6,000	LOT 12	6,582
LOT 13	5,625				
LOT 14	5,625				
LOT 15	5,625				
LOT 16	5,625				
LOT 17	5,625				
LOT 18	5,625				
LOT 19	5,625				
LOT 20	5,625				
LOT 21	5,625				
LOT 22	5,625				
LOT 23	5,625				
LOT 24	6,232				
LOT 25	5,625				
LOT 26	5,625				
LOT 27	5,625				
LOT 28	5,625				
LOT 29	5,625				
LOT 30	5,625				
LOT 31	6,250				
LOT 32	6,250				
LOT 33	5,986				
LOT 34	7,308				
LOT 35	7,483				
LOT 36	5,941				
LOT 37	6,587				
LOT 38	6,287				
LOT 39	5,653				
LOT 40	5,645				
LOT 41	5,812				
LOT 42	5,575				
LOT 43	5,556				
LOT 44	5,555				
LOT 45	6,171				
LOT 46	5,760				
LOT 47	5,400				
LOT 48	5,985				

A PRELIMINARY PLAT OF

WINDROSE GREEN SECTION FIVE

BEING 13.41± ACRES OF LAND CONTAINING 67 LOTS (45' 50' X 120' TYP.) AND ONE RESERVE IN THREE BLOCKS.

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

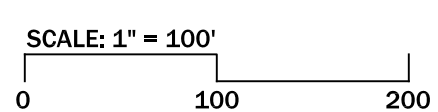
OWNER: EMPTOR ANGLETON, LLC
 9950 WESTPARK DR. #285
 HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR: COSTELLO, INC.
 2107 CITYWEST BLVD., 3RD FLOOR
 HOUSTON, TEXAS 77042
 TPPE FIRM REGISTRATION NO. 280
 TBPLS FIRM REGISTRATION NO. 100486

PLANNER:



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



August 4, 2023

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

Re: WINDROSE GREEN SECTION 5

Dear Otis,

On behalf of Emptor Angleton, we, Meta Planning + Design LLC, respectfully submit our response to the Results Letter dated July 31, 2023, regarding City Council’s disapproval of the above referenced plat at the July 25, 2023, meeting.

In accordance with the process laid out in Texas Local Government Code (TX LGC) Chapter 212 for disapproval of plats, we have reviewed the reasons for disapproval in the Results Letter and offer the following responses:

1 (A) Missing dimensions on the preliminary plat were called out.

Response: Angleton’s ordinance Sections 23-94 and 23-117 and Appendix A list the requirements for preliminary plat form and content. No specific line or item in these sections identifies dimension requirements for preliminary plats, other than the plat boundary. The plat has been labeled and dimensioned to the extent that is expected for preliminary plats, which is sufficient and adequate for the plat to be reviewed by staff. Any labeling or dimension clarification requested by staff during review was addressed, and staff did not issue any additional comments on deficiency of dimensions prior to the City Council meeting. Furthermore, this format matches Section 4 which was approved by City Council on July 25, 2023, and this format also matches that of previously approved preliminary plats in Windrose Green. No specific missing dimensions were called out in the City Council meeting, only a general dissatisfaction with the level of detail, and no reference has been made in the Results Letter to any specific dimensions or labels that are missing and that would be required by cited applicable regulations. This reason would be classified as “arbitrary” under TX LGC Ch. 212, is not based on any municipal ordinance, and does not comply with TX LGC Ch. 212.

1 (B) Contour lines are shown on the proposed preliminary plat and should be removed for clarity and readability.

Response: Contour lines are required by ordinance in Section 23-117-B-7, and were added to the plat in response to comments received during plat review per that regulation. That plat was resubmitted with contour lines to come into compliance with that comment, and staff did not issue any further comments on the contour lines or their general clarity on the face of the plat prior to the City Council meeting. Graphical clarity on a preliminary plat is an arbitrary judgement and is subject to interpretation, is contrary to the actual requirements, and does not comply with TX LGC Ch. 212. Acknowledging contours are required per the above mentioned section of the City of Angleton’s ordinances, the Final Plat for Windrose Green Section 5 will omit showing contours if it would please City Council and provide a clearer understanding of the proposed section linework.

2) Diversity is lacking on the lot mix (lot size and width) in this section.

Response: The City of Angleton has no regulation or municipal ordinance requiring or defining diversity of lot size and width within platted subdivisions; therefore, the reason for disapproval would be considered arbitrary under TX LGC Ch. 212. Angleton’s regulations in Section 23-11 regarding lot and block standards do not contain any requirements or standards for diversity of lot size or width. The Development Agreement (DA) does not establish any requirement for diversity, variety, or mixture of lot sizes, either within individual sections or the overall project and, on the contrary, the DA reserves to the developer the authority to decide the specific residential products provided in the project, subject to the minimums otherwise set out in the DA. The minimum lot width allowed within the development agreement is a 40’ lot and the Developer has submitted numerous plats to the City for Windrose Green demonstrating their desire to provide a diversity of product sizes as part of their master

planned community in an effort to better meet existing and future market demands for residential homebuyers in the City of Angleton. Diversity in lot size throughout Windrose Green is seen in the square footage of products- the lot square footage ranges from 4,800 square feet to 15,305 square feet. Since diversity is not a requirement in either the City's regulations or the DA, the perceived lack of diversity cannot be held as a reason for denial of the plat. Furthermore, Windrose Green Section 4, which was approved by City Council in the same meeting, has no such diversity since all lots in that section are the same typical width at the building line. The subject plat of Windrose Green Section 5 has two typical lot widths. We contend with the disapproval of this plat, believing the reason is arbitrary, not based on any actual requirements, and therefore, does not comply with TX LGC Ch. 212.

We look forward to your response.

Sincerely,

Jennifer Curtis
Senior Planner

CC: Chris Whittaker, City Manager
Judith ElMasri, City Attorney
John Peterson, HDR/ City Engineer
Caitlin King, Planner, META Planning + Design



July 31, 2023

Mayor John Wright

Travis Townsend
Mayor Pro Tem
Position 2

Christiene Daniel
Council Member
Position 1

Terry Roberts
Council Member
Position 3

Cecil Booth
Council Member
Position 4

Mark Gongora
Council Member
Position 5

Chris Whittaker
City Manager

Michelle Perez
City Secretary

Caitlin King, Planner, Agent for the Applicant
META Planning + Design LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494

Dear Caitlin,

The City of Angleton City Council discussed and acted upon the request for approval of the Windrose Green Section 5 Preliminary Plat in their regular session. On Tuesday, July 25, 2023 (Agenda Item #13), the City Council voted (3 in-favor/3-opposed) to disapprove the filed Windrose Green Section 5 Preliminary Plat.

Pursuit to **Texas Local Government Code, Sec. 212.0091**, I am required to provide the above decision of disapproval by articulating each specific condition for the reason for disapproval. Please note that Preliminary Plats are required to completely satisfy the requirements of the City of Angleton, Code of Ordinances **Section 23-94** and **Section 23-117, Preliminary Plats** provisions.

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

Item #13: Discussion and possible action on a Preliminary Plat for Windrose Green Section 5 Subdivision:

During the City Council deliberation, the following comments were provided on record regarding the *reason for denial*.

1. Missing dimensions on the preliminary plat were called out. Contour lines are shown on the proposed preliminary plat and should be removed for clarity and readability.
2. Diversity is lacking on the lot mix (lot size and width) in this section.

Motion was made by Council Member Terry Roberts to approve the Preliminary Plat for Windrose Green Section 5; Motion was seconded by Council Member Mark Gongora.

Roll Call Vote: Council Member Cecil Booth - Aye, Council member Christiene Daniel, - Nay, Council Member Mark Gongora- Aye; Council Member Terry Roberts - Aye; and Mayor Pro-Temp Travis Townsend - Nay; Mayor John Wright- Nay.

Action: (3-3 Vote): Windrose Green Section 5 Preliminary Plat was disapproved.

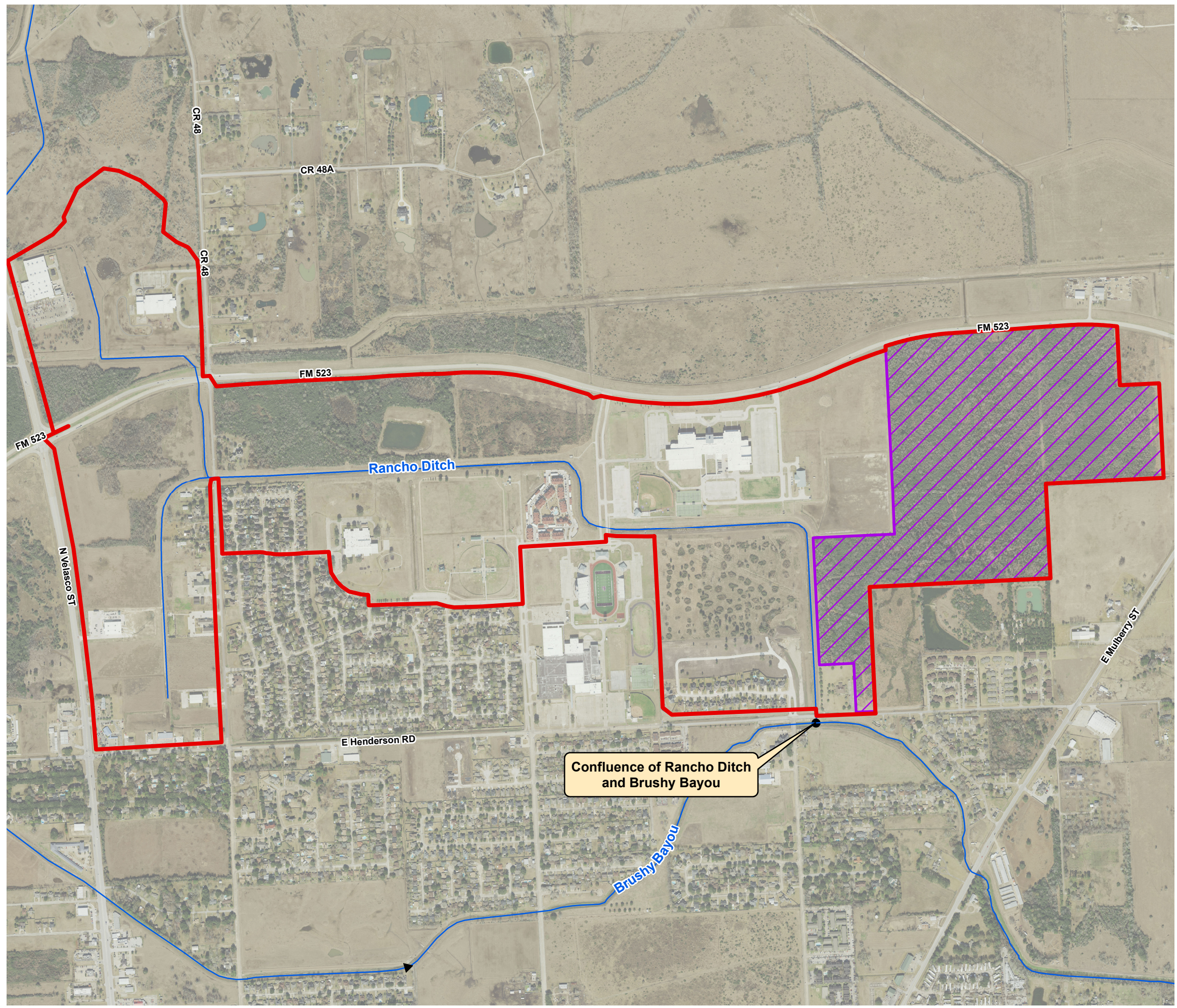
If you should have any questions, feel free to contact me to discuss next steps.

Sincerely,

A handwritten signature in blue ink, appearing to read "Otis T. Spriggs". The signature is fluid and cursive, written over a light blue circular stamp.

Otis T. Spriggs, AICP, Development Services Director

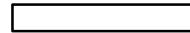
cc: Chris Whittaker, City Manager
Judith ElMasri, City Attorney
John Peterson, HDR/ City Engineer



N






0 1,000



Feet

1 in = 1,000 ft

Legend

-  Stream
-  Windrose Green Development
-  Rancho Ditch Watershed Boundary



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

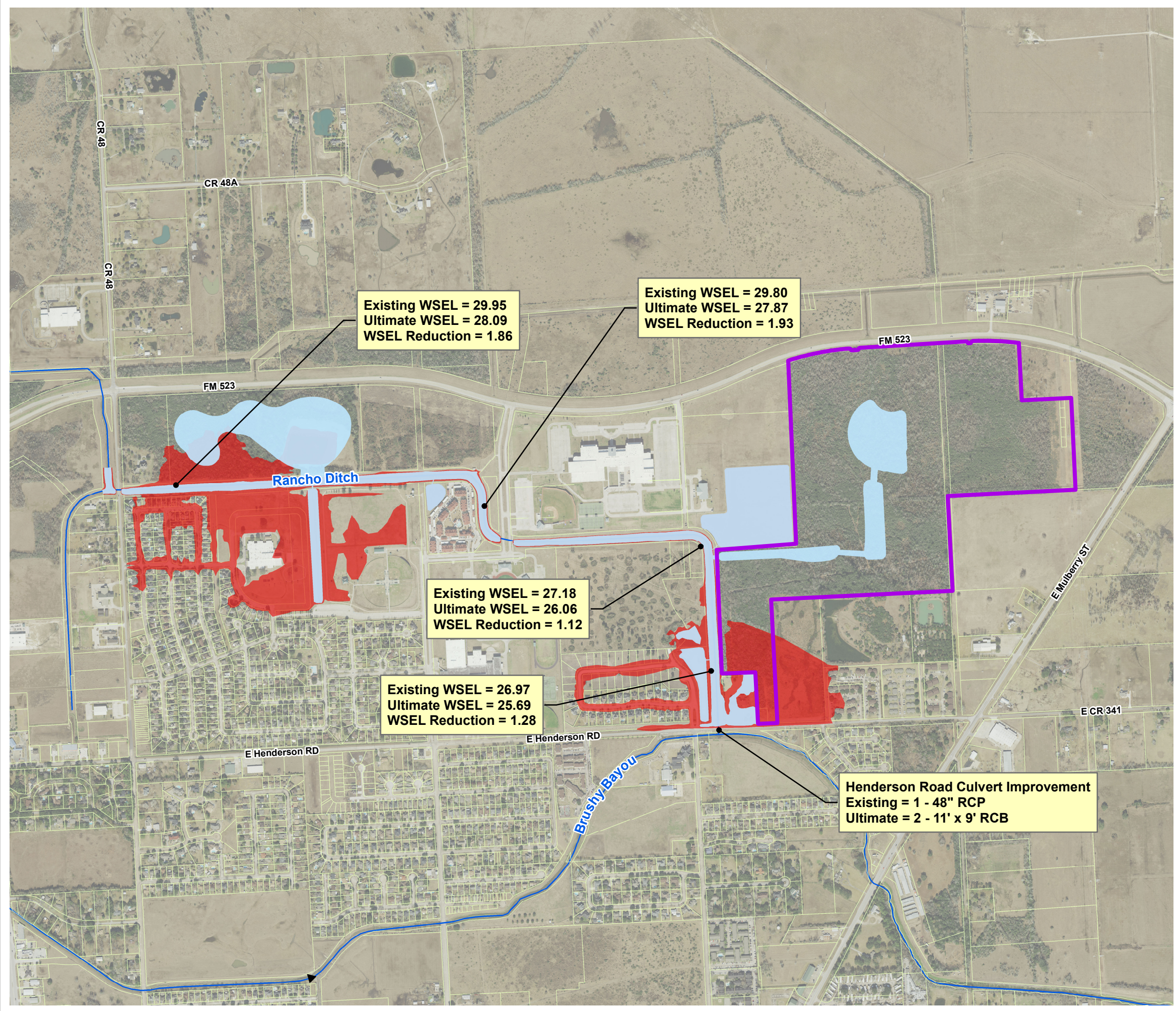
**WINDROSE GREEN
DRAINAGE IMPACT ANALYSIS**

RANCHO DITCH WATERSHED

JOB NO.: 2013219-001-DS-002

DATE: AUG 2023

BY: M



Existing WSEL = 29.95
 Ultimate WSEL = 28.09
 WSEL Reduction = 1.86

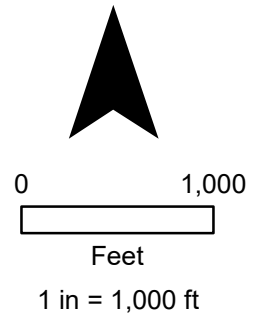
Existing WSEL = 29.80
 Ultimate WSEL = 27.87
 WSEL Reduction = 1.93

Existing WSEL = 27.18
 Ultimate WSEL = 26.06
 WSEL Reduction = 1.12




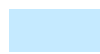
Existing WSEL = 26.97
 Ultimate WSEL = 25.69
 WSEL Reduction = 1.28

Henderson Road Culvert Improvement
 Existing = 1 - 48" RCP
 Ultimate = 2 - 11' x 9' RCB

N



Legend

-  Stream
-  Windrose Green Development
-  Existing Atlas 14 100-Year Floodplain
-  Ultimate Atlas 14 100-Year Floodplain



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

**WINDROSE GREEN
 DRAINAGE IMPACT ANALYSIS
 ATLAS 14 DIA FLOODPLAIN
 RANCHO DITCH ONLY**

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