



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, SEPTEMBER 26, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

#### DECLARATION OF A QUORUM AND CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CEREMONIAL PRESENTATIONS

- [1.](#) Presentation of the National Night Out in Texas Proclamation.
- [2.](#) Ceremonial Presentation of September 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:

- [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. (Boards and Commissions Appointments/Reappointments) (City Council Position No. 5) (Angleton Municipal Court Presiding Judge)

4. Discussion and possible action on the deliberation regarding Economic Development Negotiations; pursuant to Section 551.087 of the Texas Government Code.

## 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.

## CONSENT AGENDA

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

5. Discussion and possible action to approve a Memorandum of Understanding with Colorado County, Texas, to define a working relationship in preparation for necessary emergency response to hurricane and tropical storm weather disasters.
6. Discussion and possible action to approve Resolution No. 20230926-006 designating a representative and alternate to the Houston-Galveston Area Council 2024 General Assembly.

## PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion and possible action to approve Ordinance No. 20230926-007 amending Chapter 13, Miscellaneous Offenses, Article I. of the Code of Ordinances of the City of Angleton; providing noise and sound level regulations; repealing Section 13-9, use of amplifying devices, clause; repealing Section 13-12, silly string, stinkbombs, smokebombs, poppers or noisemakers, clause; providing for severability; providing for repeal; providing for a penalty, and providing an effective date.
8. Conduct a Public Hearing, discussion and possible action to approve Ordinance No. 20230926-008 a request to rezone 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX; situated approximately 625 ft. north of the Henderson Rd./N. Valderas intersection, Brazoria County, Texas.

## REGULAR AGENDA

9. Update, discussion and possible action on the Drought Contingency Plan.
10. Presentation and discussion with the City's Financial Advisor regarding the City's long term debt capacity.
11. Update, discussion and possible action on the status of Lead Service Line Inventory by KSA Engineers.

- [12.](#) Update, discussion and possible action on the scope of work for the Investment Grade Audit contract with Schnieder Electric.
- [13.](#) Discussion and possible action on a request to approve the development agreement for Mulberry Fields Subdivision, for 44 Single Family 44 lots, 2 reserves on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.
- [14.](#) Update and discussion on various Zoning setback requirements, introducing a number Text Amendments in various Zoning Districts. No action is required.
- [15.](#) Discussion and possible action to approve the Angleton Independent School District Elementary No. 7 and Junior High No. 2 Final Plat.
- [16.](#) Discussion and possible action to approve Ashland Section Three Preliminary Plat.
- [17.](#) Discussion and possible action to approve Ashland Section Four Preliminary Plat.
- [18.](#) Discussion and possible action to approve Ashland Section Five Preliminary Plat.
- [19.](#) Discussion and possible action to approve Ashland Section Six Preliminary Plat.
- [20.](#) Discussion and possible action to approve the preliminary plat of the Ashland Project Street Dedication #4.

## ADJOURNMENT

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

## CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, September 21, 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.*

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

**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique, crime, drug and violence prevention program on October 3 entitled National Night Out; and

**WHEREAS**, the 40th Annual National Night Out provides a unique opportunity for Angleton to join forces with thousands of other communities across the nation and state in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, Angleton Police Department provides a vital role in assisting Brazoria County Sheriff's Office through joint crime and drug and violence prevention efforts in Angleton and is supporting National Night Out 2023 locally; and

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

**WHEREAS**, important themes of the National Night Out program are police-community partnerships, neighborhood camaraderie and safety, and awareness and cooperation; and

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

**NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim October 3, 2023 as:**

**"National Night Out in Texas"**

**PROCLAIMED this 26<sup>th</sup> day of September, 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 9/26/2023

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

**AGENDA CONTENT:** Ceremonial Presentation of September 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 Brian and Deanna Hillier at 1540 Bluebonnet Lane and Business of the Month to Angleton Feed & Supply at 826 E Mulberry 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

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**MEETING DATE:** 09/21/2023

**PREPARED BY:** Jamie Praslicka

**AGENDA CONTENT:** Discussion and possible action to approve a Memorandum of Understanding with Colorado County, Texas.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The City is seeking a Memorandum of Understanding to define a working relationship between the City of Angleton, Texas, and Colorado County, Texas in preparation for necessary emergency response to hurricane and tropical storm weather disasters. This MOU provides the framework for cooperation and support between the two municipal entities to aid Angleton municipal employees with workspace to ensure business continuity in the event of a named storm, hurricane, or tropical storm.

**RECOMMENDATION:**

To approve the Memorandum of Understanding with Colorado County.



**Memorandum of Understanding**

Between

Colorado County, Texas

and the

City of Angleton, Texas



## I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between the City of Angleton, Texas (hereinafter "Angleton") and Colorado County, Texas (hereinafter "Colorado County"), in preparation for necessary emergency response to hurricane and tropical storm weather disasters. This MOU provides the framework for cooperation and support between the two municipal entities to aid Angleton municipal employees with workspace to ensure business continuity in the event of a named storm, hurricane, or tropical storm.

## II. Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its policies and procedures and financing its activities.

## III. Role of Colorado County, Texas

1. Provide workspace for no more than three Angleton employees to work during an emergency weather event that includes either a hurricane or weather event.
2. Provide Internet access at no charge to Angleton.
3. Provide electricity for the use of computers and printers to Angleton.
4. Provide IT support for the set-up of technology upon arrival of Angleton staff.

## IV. Weather Events Covered by this MOU.

Whereas the City of Angleton lies in Brazoria County, a coastal county of Texas, and may find the need to evacuate during weather disasters, the terms of this agreement will be in effect during such a weather disaster. The weather events that may trigger the terms of this agreement include the occurrence of a named hurricane or tropical storm, estimated to strike within 30-50 miles of coastal Brazoria County and commence approximately seven (7) days before the storm's landfall.

## V: Role of the City of Angleton.

1. Provide all transportation to and from the City of origin and in and around Colorado County at all times.
2. Provide laptops, printers, portable scanners, and office supplies for the duration of time spent in Colorado County.
3. Provide all housing and food for Angleton employees sent to work in Colorado County.

## VI. Term and Termination.

This MOU is effective as of October 1<sup>st</sup>, 2023. It expires on October 1<sup>st</sup>, 2025. This MOU may be terminated by 30 days' written notification from either party to the other at any time, for any reason, or for no reason.

VII. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. This MOU is not intended to be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty. This Agreement contains the entire understanding and agreement between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Colorado County, Texas

City of Angleton, Texas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 09/26/2026

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action to approve a resolution of the City Council of the City of Angleton, Texas, designating a representative and alternate to the Houston-Galveston Area Council 2024 General Assembly.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Houston-Galveston Area Council is the region-wide voluntary association of local governments in the 13-county Gulf Coast planning region of Texas. Its service area is 12,500 square miles and contains more than 7 million people. Angleton must annually designate representatives to H-GAC. Historically it has been the Mayor and Mayor Pro-Tem. The General Assembly consists of delegates from all member governmental entities of the Houston-Galveston Area Council. Each member city with a population of less than 99,999 shall select 1 member of its governing body as its representative and 1 member of the governing body as an alternate.

H-GAC requires Council to designate a person by name so that they know who will be voting on the General Law Cities Representatives and to whom they should send the Officer’s Ballot.

**RECOMMENDATION:**

Staff recommends Council approval of a representative and an alternate.

**RESOLUTION NO. 20230926-006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL GENERAL ASSEMBLY FOR 2024.**

**WHEREAS**, H-GAC's Bylaws provide that each member City with a population not in excess of 99,999 as of the last (2010) Federal Census is entitled to designate one (1) representative and one (1) alternate to the 2024 H-GAC General Assembly; and

**WHEREAS**, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2024 H-GAC General Assembly; and

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

**SECTION 1.** That Mayor John Wright be and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council.

**SECTION 2.** That the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he resign, Mayor Pro-Tem Travis Townsend.

**SECTION 3.** That the executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove name representative and alternate.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

**PREPARED BY:** Lupe Valdez

**AGENDA CONTENT:** Conduct a public hearing, discussion and possible action to approve Ordinance No. 20230926-007 amending Chapter 13, Miscellaneous Offenses, Article I. of the Code of Ordinances of the City of Angleton; providing noise and sound level regulations; repealing Section 13-9, use of amplifying devices, clause; repealing Section 13-12, silly string, stinkbombs, smokebombs, poppers or noisemakers, clause; providing for severability; providing for repeal; providing for a penalty, and providing an effective date.

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

A public hearing notice for the noise ordinance was published in the newspaper on September 15, 2023.

**RECOMMENDATION:**

Recommending Approval

**ORDINANCE NO. 20230926-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 13, MISCELLANEOUS OFFENSES, ARTICLE I. OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; PROVIDING NOISE AND SOUND LEVEL REGULATIONS; REPEALING SEC. 13-9, USE OF AMPLIFYING DEVICES, CLAUSE; REPEALING SEC. 13-12, SILLY STRING, STINKBOMBS, SMOKEBOMBS, POPPERS OR NOISEMAKERS, CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR A PENALTY, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Texas Local Government Code Chapter 51, the City Council of the City of Angleton, Texas, (“City”) has the general authority to adopt and publish an ordinance or police regulation that is for the good government, peace or order of the municipality and is necessary or proper for the carrying out a power granted by law to the municipality; and

**WHEREAS**, pursuant to Texas Local Government Code Chapter 217, the City Council has the general authority to identify, prevent and abate public nuisances; and

**WHEREAS**, Chapter 13 Miscellaneous Offenses of Angleton’s Code of Ordinances contains rules and regulations concerning certain miscellaneous offenses, including but not limited to such offenses concerning public nuisances relating to noise and sound levels;

**WHEREAS**, the City Council finds that such rules and regulations should be amended and revised and certain sections repealed to add an Article regarding noise and sound level regulations; and

**WHEREAS**, the City Council finds that such rules and regulations should be amended and revised to repeal Chapter 13 Miscellaneous Offenses, Article I In General, Sec. 13-9 – Use of Amplifying Devices; and

**WHEREAS**, the City Council finds that such rules and regulations should be amended and revised to repeal Chapter 13 Miscellaneous Offenses, Article I In General, Sec. 13-12 - Silly string, stinkbombs, smokebombs, poppers or noisemakers; and

**WHEREAS**, the City Council finds that such rules and regulations should be amended and revised to update the reference in Article VII – Mass Gatherings, Sec. 13-171 – Noise.

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

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

**SECTION 2.** Chapter 13 – Miscellaneous Offenses be amended, revised and a new Article - “Noise and Sound Level Regulations” be added to provide as follows:

## **ARTICLE VIII – NOISE AND SOUND LEVEL REGULATIONS**

### **Sec. 13-201. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Daytime hours* means the hours between 7:00 a.m. on one day and 10:00 p.m. the same day.

*dB(A)* means the intensity of a sound expressed in decibels read from a calibrated sound level meter utilizing the A-level weighting scale and the slow meter response, as specified by the American National Standards Institute.

*Emergency* means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

*Emergency work* means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, or which is otherwise necessary to restore property to a safe condition following a fire, accident or natural disaster, or which is required to protect persons or property from exposure to danger, or which is required to restore public utilities.

*Nighttime hours* means the hours between 10:00 p.m. on one day and 7:00 a.m. the following day.

*Nonresidential property* means any real property within the limits of the city which is not included in the definition of "residential property" as defined in this section.

*Property line* means the line along the ground surface, and its vertical extension, which separates the real property owned, leased or occupied by one person from that owned, leased or occupied by another person and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy.

*Public right-of-way* means any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or any other property which is owned or controlled by a governmental entity.

*Residential property* means any real property developed and used for human habitation and which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, unless such premises are actually occupied and used primarily for purposes other than human habitation.

*Sound nuisance* means any sound which either exceeds the maximum permitted sound levels specified in section 13-203 or, for the purposes of sections 13-205, 13-206, and 13-207, otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city.

### **Sec. 13-202. Loud noise prohibited.**

It shall be unlawful for any person within the city to make, permit or continue, or cause to be made, permitted or continued, any loud, unnecessary or unusual noise or any noises reasonably

calculated to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others within the limits of the city.

**Sec. 13-203. Maximum permissible sound levels.**

No person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being received that when measured, as provided in section 13-209, exceeds the applicable dB(A) level listed below for the property on which the sound is received:

(1) *Residential property.*

- a. During either daytime or nighttime hours, 85 dB(A).

(2) *Nonresidential property.*

- a. During either daytime or nighttime hours, 85 dB(A).
- b. The dB(A) levels set forth in this section apply to the property where the sound is being received. Any sound that when measured at the property where the sound is being received exceeds the dB(A) levels set forth in this section is a violation of this chapter. Evidence that an activity or sound source produces a sound that exceeds the dB(A) levels specified in this section, when measured at the site where the sound is being produced, if available, shall be prima facie evidence of a sound nuisance which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city in violation of this chapter.

**Sec. 13-204. General prohibition.**

- (a) It shall be unlawful for any person to make, assist in making, permit or continue, cause to be made or continued, or permit the continuance of any sound which either exceeds the maximum permitted sound levels specified in section 13-203 or, for the purposes of sections 13-205, 13-206, 13-207, otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city.
- (b) The acts enumerated in the following sections of this article, among others, are declared to be sound nuisances which are unreasonably loud, irritating, disturbing, or excessive sounds in violation of this article, but such enumeration shall not be deemed to be exclusive.

**Sec. 13-205. Noisy vehicles generally.**

The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such a manner so as to create loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful.



**Sec. 13-206.** Amplified sound from motor vehicle.

The production or reproduction of sound from amplification equipment contained in or mounted on a motor vehicle which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article, regardless of whether the sound so created is within the permissible levels specified in section 13-203 when measured at or near 15 feet from the nearest external point on the vehicle, except as permitted by section 13-210.

**Sec. 13-207.** Noisy animals and birds.

The keeping of any animal or bird which causes or makes frequent or long and continued sound which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in section 13-203.

**Sec. 13-208.** Defenses.

The following defenses shall apply to any offense established in this article:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster.
- (4) The sound was generated:
  - a. At a lawfully scheduled stadium event;
  - b. By a parade and spectators and participants on the parade route during a permitted parade;
  - c. By spectators and participants at a lawfully scheduled amphitheater event;
  - d. By a pyrotechnic display that was inspected and approved by the fire marshal;
  - e. By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert which was sponsored, cosponsored, or permitted by the city; or
  - f. Any other lawful activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution.
- (5) The sound was produced by the erection, excavation, construction, demolition, alteration, or repair work, or the permitting or causing thereof, of any building or other structure, or the operation or the permitting or causing the operation of any tools or equipment used in any such activity conducted between the hours of 7:00 a.m. and 8:00

- p.m. and which activity did not produce a sound exceeding 85 dB(A) when measured from the nearest residential property where the sound is being received.
- (6) The sound was produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.
  - (7) The sound was produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 8:00 p.m. and which device did not produce a sound exceeding 85 dB(A) when measured from the nearest residential property where the sound is being received and was used for the maintenance or upkeep of the property on which it was used.
  - (8) The sound was generated as authorized under the terms of a permit issued under section 13-210.
  - (9) The sound was produced by the operation of any air conditioning unit which did not produce a sound exceeding 85 dB(A) on residential property or nonresidential property, when measured at or near 15 feet from the air conditioning unit producing the sound being measured.
  - (10) The sound was produced by church bells or church chimes when used as part of a religious observance or service during daytime hours and which did not exceed five continuous minutes in duration in any one-hour period.

**Sec. 13-209.** Method of sound measurement.

Whenever portions of this article prohibit sound over a certain decibel limit, measurement of such sound shall be made with a type 1 or type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute (ANSI S1.4-1984/85A). Noise levels shall be measured in decibels and A-weighted. The unit of measurement shall be designated as dB(A). Meters shall be maintained in calibration and good working order. Except as provided in sections 13-206 and 13-208(9), measurements shall be taken at or near the nearest property line of the property where the sound is being received.

**Sec. 13-210.** Permit required for use of outdoor sound amplification equipment.

- (a) No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of buildings or other enclosed structures in a manner which exceeds the levels specified in section 13-203, when measured from the property where the sound is being received, without first obtaining a permit to do so. Such permit:
  - (1) May be obtained by making an application to the director of the city department so designated by the mayor.
  - (2) Requires payment of a fee as currently established or as hereafter adopted by resolution of the city council from time to time for the administrative costs of issuing the permit.
  - (3) Is valid for one 14-hour period between the hours of 8:00 a.m. and 10:00 p.m.
  - (4) Shall not be issued for the same location more than twice during any 30-day period.

- (5) Shall not authorize, allow, or otherwise permit the production, reproduction, or amplification of sound which exceeds 85 dB(A) when measured from the nearest receiving property.
- (b) The use of any loudspeaker, loudspeaker system, sound amplifier or any other similar machine or device which is permitted pursuant to this section is subject to the following regulations:
- (1) The only sound permitted shall be either music or human speech, or both.
  - (2) The volume of the sound amplified pursuant to this section shall not exceed 85 dB(A) when measured from the nearest receiving property.
  - (3) No equipment permitted pursuant to this section shall be operated during the hours between 10:00 p.m. and 8:00 a.m.
- (c) The application for the permit required to be filed pursuant to this section shall contain the following information:
- (1) The date of the application and the date and hours for which the permit is requested.
  - (2) The name and address of the applicant.
  - (3) The name and address of the person who will have charge of the sound amplifying equipment.
  - (4) The purpose for which the sound equipment will be used.
  - (5) The address and a description of the location where the sound equipment will be used.
  - (6) A description of the type of sound amplifying equipment to be used.

**Sec. 13-211. Penalties.**

Any violation of any provision of this chapter or the codes herein adopted shall be an offense punishable pursuant to section 1-14. Each day or portion of a day during which an offense continues shall be a separate offense.

**SECTION 3.** Chapter 13 – Miscellaneous Offenses be amended to repeal the following provisions:

**Sec. 13-9. - Use of amplifying devices.**

- (a) It shall be unlawful for any person to use or operate, or cause to be used or operated, any mechanical or electrical device, machine, apparatus or instrument to intensify or to amplify or to reproduce the human voice, or any other sound, on any public street within the corporate limits of the city.
- (b) It shall be unlawful for any person to use or operate, or cause to be used or operated, any mechanical or electrical device, machine, apparatus or instrument to intensify or to amplify or to reproduce the human voice, or to produce, reproduce, intensify or amplify any other sound, in any building or on any premises in the city, whereby the sound therefrom is cast directly upon the public streets or places or

where such device is maintained and operated for advertising purposes or for the purpose of attracting the attention of the passing public, or which is so placed or operated that the sounds coming therefrom can be heard to the annoyance or inconvenience of travelers upon any street or public place, or of persons on neighboring premises.

(c) The purpose of any section is to prevent any noise in, near or on any public street which is reasonably calculated to disturb the peace and good order of the neighborhood or of persons owning, using or occupying property adjacent to such public streets.

(d) The city and/or an agent, agency or representative of the city shall be exempt from subsections (a) and (b) above when pursuing and/or sponsoring city and community wide functions and activities, including but not limited to, festivals, carnivals, pep rallies and whistle stops.

(e) That the city council may issue a variance to this provision if any person is conducting an outdoor event using amplifying devices.

Sec. 13-12. - Silly string, stinkbombs, smokebombs, poppers or noisemakers.

(a) It shall be unlawful for any person to offer for sale, sell or otherwise dispose of, distribute, discharge, fire or use any silly string, stink bombs, smoke bombs, poppers, other noisemakers or toy pressurized water guns at or during parades within the city limits of Angleton, Texas.

(b) It shall be unlawful for any person observing a parade or participating in a parade to throw any object or item while standing, walking, or riding in a float, vehicle or any other mode of transportation.

(c) Any person, firm, corporation, association, or other entity that violates this section shall be subject to a fine of not more than \$500.00 for each violation, and each day that the violation continues will be considered a separate violation.

**SECTION 4.** Chapter 13 – Miscellaneous Offenses, Article VII – Mass Gatherings, Sec. 13-171. – Noise shall be amended and revised as follows:

**“Sec. 13-171. - Noise.**

All other regulations in chapter 13 of the City Code of Ordinances regarding noise and sound level regulations and use of amplifying devices and V.T.C.A., Penal Code § 42.01, regarding unreasonable noise in a public place, and 25 Texas Administrative Code § 265.3 shall apply to mass gatherings.”

**SECTION 5.** Severability Clause. That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged

or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

**SECTION 6.** Repeal.

All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repeals; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 7.** Effective Date. This Ordinance shall be effective on the first day after the date of passage.

**SECTION 8.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 9.** All other Ordinances or parts of Ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**PASSED AND APPROVED THIS THE 26TH DAY OF SEPTEMBER 26, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



# AGENDA ITEM SUMMARY REPORT

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Conduct a Public Hearing, discussion and take possible action on an ordinance approving a request to rezone 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX; situated approximately 625 ft. north of the Henderson Rd./N. Valderas intersection, Brazoria County, Texas.

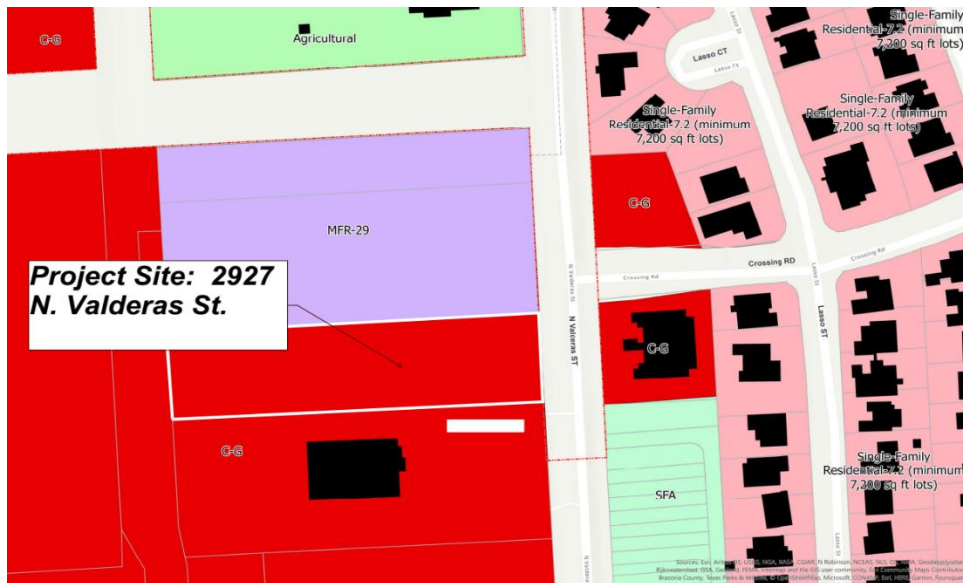
**AGENDA ITEM SECTION:** Public Hearing and Action Item

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Alexis K. Garcia-Lancello, Realtor with Mega Realty, LLC requests an informal discussion with the Planning and Zoning Commission for rezoning property located at 2927 N. Valderas St. currently zoned C-G, General Commercial to Residential. The property is pending a contract for purchase. The property currently has a legal description: A0380 J DE J VALDERAS TRACT 127E1 (ANGLETON) and comprises 1.67 acres. The current owner is listed as: N F GROUP INC, Brazoria Central Appraisal District website.



ZONING MAP



### AERIAL MAP

Notice was sent to property owners within a 200-foot radius from the subject property in accordance with the provisions of the L.G.C. Chapter 211. Property owner names and addresses were located using the Brazoria County Appraisal District information.

#### Proposal:

The requester wishes to build 1-single family estate home on the property with an accessory barn to be used to store recreational vehicles, cars, and trailers. As described, included would be the following: (2 haul trailers, 2 car trailers, 2 covered trailers, 3 utility trailers and a camper).

#### Review Criteria and Findings of Fact:

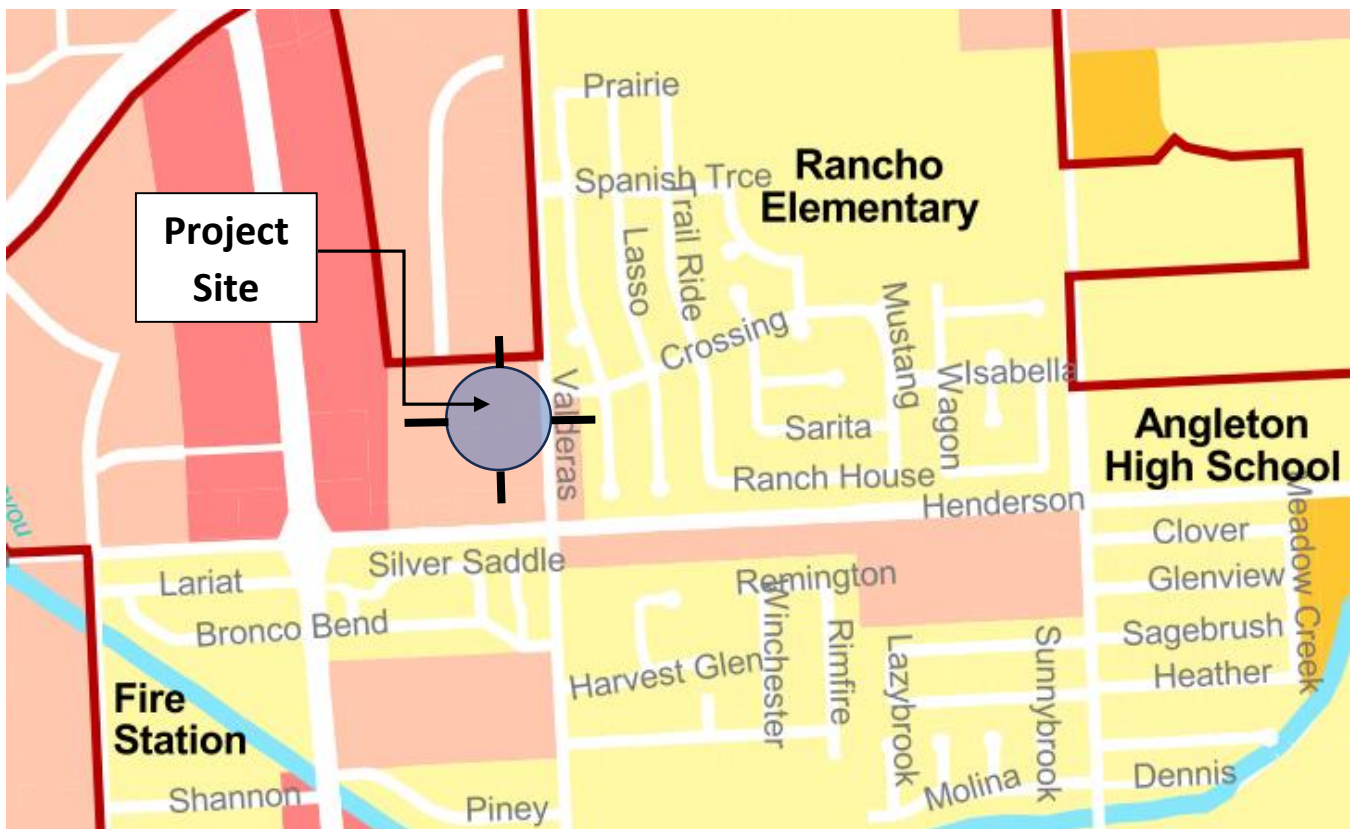
In making a determination regarding a requested zoning change, the planning and zoning commission and the city council shall consider the following factors:

- a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole. (**Staff concurs appropriateness is achieved; residential subdivision exists to the immediate east of the site**).
- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the

area; ***(There will be no negative impact on said capacity of public improvements of a single residential estate).***

- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; ***(Although this area will continue to see infill commercial development, the scale will continue to be residential in scale, with neighborhood service oriented uses such as churches, attached living, professional and office uses).***
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change ***(Similar request for estate residential has occurred along the same corridor).***
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. ***(This rezoning will not have any negative impact on other areas of reinvestment).***
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. ***(No factors will negatively affect the public health, safety, morals or general welfare).***

#### Future Land Use Map



The adopted Future Land Use/Comprehensive Plan designates the subject property requested to be rezoned as Office/Retail.

**Office/Retail Category (Coral):**



*This is a new district for Angleton designed to reserve the most desirable retail areas for office and retail uses, such as sites along SH 288. Office/Retail areas capture many of the locations in Angleton offering the high visibility needed for retail activity. In several instances, such as along SH 288, SH 288 and Business 288, the Office/Retail also serves as a buffer between arterial traffic and low density residential areas.*

*With this area along North Valderas being a transitional zone of the high intense commercial along 288B, the small pocket of residential will be less intense and a change can be justified.*

### **Existing Land Use and Zoning**

**North:** Vacant Land, zoned MFR-29 Multi-family Zoning District and 2-Church Uses

**West:** Vacant land, zoned Commercial-General (C-G) along I-288 Bus

**South:** Social Security Administration Office, zoned Commercial-General (C-G)

**East:** Happy Faces Daycare, zoned Commercial-General (C-G), Rancho Isabella Residential Subdivision, zoned Single-Family Residential-7.2 (SF-7.2) and Vacant land zoned Single Family Attached (SFA).

## *Record of Proceedings*

### *Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

#### **ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

2. **Conduct a Public Hearing, discussion and take possible action on an ordinance approving a request to rezone 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX; situated approximately 625 ft. north of the Henderson Rd./N. Valderas intersection, Brazoria County, Texas.**

Commission Member Henry Munson opened the public hearing, without any objection.

Kandice Haseloff-Bunker, Development Coordinator presented the application for a rezoning at 2927 Velasco Street, which is a request from Commercial General to Single Family Residential 7.2 District. As you're aware, P&Z and City Council recently considered this application as a concept plan and provided positive feedback to the applicant. The area nears the northern city limits, in which some of the other properties have been developed as commercial and worship uses, but much of the area developed as residential.

This commercial zone property has been listed for-sale (45 days) and has remained unpurchased. As such, the Garcia family has been searching to purchase a large estate parcel to build a residential home and accessory barn for personal storage.

The family would like to purchase the property, but discovered that it would need to be rezoned to suit their purposes. It's not expected to create any negative impact on the capacity or on the other properties in the area. The proposed home will be a great opportunity to allow for residential estate development.

Kandice Haseloff-Bunker ended by saying that Staff recommends that the Planning and Zoning Commission should adopt this final report and recommend approval for the ordinance rezoning 1.67 acres from the Commercial-General Zoning district to the Single Family 7.2. and that the Finding of Facts and Review Criteria for Section 28-24A2 are met and satisfied.

Commission Member Michelle Townsend inquired about the abutting land uses surrounding the property and expressed her concerns about the home being a stand-alone use in the middle of commercial. Mr. Spriggs described the uses and zoning designations as seen on the land use and zoning maps. The property to the north is zoned MFR 29 Multi-family residential. Two church uses are further north.

Commission Member Michelle Townsend inquired about the requirements for the barn. Mr. Spriggs explained that the new owner, if they receive the rezoning, could apply for the residence and barn structure under the same building permit. We would allow the barn to be built first, but the home would have to commence under the same active permit (extension of time is allowed). The barn is not permitted as a stand-alone structure in a residential area, absent a principal structure.

Commission Member Michelle Townsend asked what the recourse would be if they built the barn and not the house. Mr. Spriggs explained that it would be a violation of the code; and enforcement procedures could result in removal by court action.

The applicant Patsy Garcia explained their time schedule in which they would build the barn within a year and complete the home within another year.

Commission Member Eby asked about setbacks requirements of the MFR-29, and impact on the residential; are we tying our hands for potential problems?

Mr. Spriggs explained that the applicants were put on notice regarding the more intense zoning districts that surround the subject property.

Applicant Patsy Garcia gave comments, introducing her son-in-law, Steven Lanzillo. They would like store their camper, vehicles, trailers, etc., and build the residential estate.

Commission Member Michelle Townsend gave her reasons for not supporting, in that the property could be revenue generating for the city; instead of turning it into a private storage facility, subject to less revenue and for the city. She asked the applicant why they looked at commercial properties if they wanted to build a home. Ms. Garcia responded that

when they saw the listing, it said commercial/residential. "Once we did the contract, we didn't realize that it was only commercial, thus we sought the rezoning".

Kandice Haseloff-Bunker provided that the Warranty Deed 1995008160 recorded on 03/13/1995 conveyed the property with protective covenants stating that for 5 years the property could solely be used for a day care center or related facility. After which the property could be used for any lawful purpose allowed by the zoning ordinance then in effect. Additionally, the protective covenants were deemed terminated after a period of 20 years. The zoning applied to the property is Commercial, no day care was developed on the site, and the property remained vacant and undeveloped as Commercial-General even after that. Year 2015 would have been the 20-year of expiration after the corporation of those protective covenants.

Commission Member Henry Munson closed the public hearing, without any objection.

**Commission Acton:**

Commission Member Ellen Eby made a motion to rezone 1.67 acres of land from Commercial General to Single Family Residential 7.2 for property located at 2927 N Valderas, and it's a recommendation to City Council for final action; Motion was seconded by Commission Member Henry Munson.

**Roll Call Vote:** Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Nay; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; with a **3-1 vote the measure failed**; a majority of 4 votes were needed.

## SITE PHOTOS



View looking East toward the Subject Site



View looking North on N. Valderas, Site on left.



View looking West across from Site (Daycare)



View looking South on N. Valderas, Site on right.



View looking Southwest at the site



View looking Southwest at the site

**RECOMMENDATION:**

Staff recommends approval of this rezoning petition based on the findings in the analysis; however, the Planning and Zoning Commission on September 19, 2023 forwarded the application to City Council with a negative action/vote after considering of the ordinance rezoning 1.67 acres from the Commercial General District, C-G to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St.

**ORDINANCE NO. 20230926-008**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, TO AMEND THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING MAP DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE OF 1.67 ACRES FROM THE COMMERCIAL GENERAL (C-G) DISTRICT TO THE SF-7.2 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED 2927 N. VALDERAS ST., ANGLETON, TX.; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission conducted a public hearing on September 19, 2023; and

**WHEREAS**, the City Council conducted a public hearing on September 26, 2023; and

**WHEREAS**, notice of the public hearings was published in *The Facts* (August 18, 2023 and September 10, 2023) and mailed to property owners within 200 feet of the zoning request; and

**WHEREAS**, the Planning and Zoning Commission, on September 19, 2023, made findings of fact that rezoning 1.67 acres from the Commercial General District to the SF- 7.2 Single Family Residential District, for property located at 2927 N. Valderas St., Angleton, TX, would be consistent with the adjacent property in the area, and the spirit and intent of recommendations of the Comprehensive Plan, and with generally accepted urban planning principals; and

**WHEREAS**, the City Council, on September 26, 2023, adopted by reference the findings of fact made by the Planning and Zoning Commission.

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

**SECTION 1.** That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes as findings of fact.

**SECTION 2.** The Property is more fully described in Exhibit "A, attached hereto and made a part hereof for all purposes be rezoned from the Commercial General(C-G) District to the SF-7.2 Single Family Residential District.

**SECTION 3.** That the Official Zoning Map of the City of Angleton is hereby amended in accordance with the provisions of this Ordinance to show the change in zoning district

classification.

**SECTION 4.** That any person or corporation violating any of the provisions of this Ordinance shall upon conviction be fined any sum not exceeding \$2,000 and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

**SECTION 5.** That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

**SECTION 6.** That it is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code - Chapter 551, as amended, and that a quorum of the City Council was present.

**SECTION 7.** That this Ordinance shall be effective and in full force immediately upon its adoption.

**PASSED AND APPROVED THIS 26TH DAY OF SEPTEMBER, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary

**EXHIBIT A:**

## LEGAL DESCRIPTION

A 1.67 ACRE TRACT OF LAND OUT OF THE PAUL O'FARRELL TRUSTEE CALLED 123.32 ACRE TRACT (VOLUME (92) 1057, PAGE 919 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS), BEING IN THE J. de J. VALDERAS SURVEY, ABSTRACT 380, BRAZORIA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the West right-of-way line of Valderas Street (Airline Road – 80 feet wide), said rod bears North 0°01'17" West 276.28 feet from a 1/2" iron rod found at the intersection of the North line of the Edwin Brewer called 4.00 acre tract, known as Tract 127B, and described in a deed recorded in Volume 855, Page 937 of the Deed Records of Brazoria County, Texas, with the West right-of-way line of Valderas Street;

THENCE; South 89°58'43" West 528.00 feet to a 1/2" iron rod set for corner;

THENCE; North 0°01'17" West 137.74 feet to a 1/2" iron rod set for corner;

THENCE; North 89°58'43" East 528.00 feet to a 1/2" iron rod set for corner in the West right-of-way line of Valderas Street;

THENCE; South 0°01'17" East 137.74 feet, along the West right-of-way line of Valderas Street, to the Place of Beginning.

Said tract therein containing 1.67 acres of Land.



#16863 Paid \$150.00 Item 8. 8/15/23

DEVELOPMENT INFORMATION

Project Name/Address/Location: 2927 N. Valderas St Angleton, TX Acreage: 1.67
Brief Description of Project:
Is property platted? [ ] No [ ] Yes Subdivision name: No. of Lots: 1
Recordation #: Parcel(s) Tax ID#: 495673
Existing Use: Proposed Use:
Current Zoning: Cg Commercial Proposed Zoning: SF-7.2 Residential
Occupancy Type: Sq. Ft: Bed #: Bath #: Car Garage #:
Water System [ ] Well [ ] Public Flood Zone: [ ] Yes [ ] No Sewer System: [ ] Septic [ ] Public

PROPERTY OWNER INFORMATION

Owner: N F Group INC. Contact Name:
Address: City/State/ZIP: The Woodlands, TX 77375
Phone: Email:

APPLICANT INFORMATION

Applicant/Developer: Patsy S. Garcia Contact Name: Garcia
Address: City/State/ZIP: Angleton, TX 77515
Phone: Email: alexis.kgarcia11@gmail.com

KEY CONTACT INFORMATION

Name of the Individual: Contact Name:
Address: City/State/ZIP:
Phone: Email:

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Signature: Patsy S. Garcia Date: 8-15-23
(Signed letter of authorization required if the application is signed by someone other than the property owner)

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

BY:
DATE APPROVED:
EXP DATE:

875-843-5665

REC#: 02242871 8/15/2023 4:01 PM
OPER: 3G TERM: 105
REF#: 1432 REZONE-GARCIA

TRAN: 300.1190 ZONING VAR/PLATTING
ZONING/VARIANCE/PLA 150.00CR

TENDERED: 150.00 CHECK
APPLIC: 150.00-
CHANGE: 0.00

the City's official submission dates. When a completed application packet
ional information may be required by staff as a result of the review,
e the proposed project and remove it from the scheduled agenda and place

\$150 must accompany this application. For
oments or Special Districts see additional deposit fees
ter Fee schedule.

#16863  
Paid \$150.00  
8/15/23

Item 8.

**DEVELOPMENT INFORMATION**

Project Name/Address/Location: 2927 N. Valderas St Angleton, TX Acreage: 1.67  
Brief Description of Project: \_\_\_\_\_  
Is property platted?  No  Yes Subdivision name: \_\_\_\_\_ No. of Lots: 1  
Recordation #: \_\_\_\_\_ Parcel(s) Tax ID#: 495673  
Existing Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_  
Current Zoning: Cg Commercial Proposed Zoning: SF-7.2 Residential  
Occupancy Type: \_\_\_\_\_ Sq. Ft.: \_\_\_\_\_ Bed #: \_\_\_\_\_ Bath #: \_\_\_\_\_ Car Garage #: \_\_\_\_\_  
Water System  Well  Public Flood Zone:  Yes  No Sewer System:  Septic  Public

**PROPERTY OWNER INFORMATION**

Owner: N F Group INC. Contact Name: \_\_\_\_\_  
Address: 71 Overland Heath Dr. City/State/ZIP: The Woodlands, TX 77375  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**APPLICANT INFORMATION**

Applicant/Developer: PATSI S. Garcia Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/ZIP: Angleton, TX 77515  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**KEY CONTACT INFORMATION**

Name of the Individual: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)**

Signature: Patsi Garcia Date: 8-15-23  
(Signed letter of authorization required if the application is signed by someone other than the property owner)

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*  
DATE REC'D: \_\_\_\_\_ BY: \_\_\_\_\_  
FEES PAID: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_  
APPLICATION/PERMIT NO: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

**Application Fee of \$150 must accompany this application. For Planned Unit Developments or Special Districts see additional deposit fees required on the Master Fee schedule.**

R Grace

**AFFIDAVIT OF  
AUTHORIZATION BY PROPERTY OWNER**

I swear that I am the owner of (indicate address and/or legal description)  
2927 N. Valderas St. Angleton, TX 77515

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

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

NAME OF APPLICANT: Alexis K. Garcia-Lancello

ADDRESS: 1321 Heather Lane, Angleton, TX 77515

APPLICANT PHONE # \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PRINTED NAME OF OWNER: NF Group / Flora B. Abe

SIGNATURE OF OWNER: Flora Abe LBO DATE: 9-18-2023  
NF Group INC  
TXD # 4/02/2030

**NOTARIAL STATEMENT FOR PROPERTY OWNER:**

Sworn to and subscribed before me this 18 day of September, 2023.

(SEAL)

Brandi Michelle Zapalac  
Notary Public for the State of Texas  
Commission Expires: 6/16/2026





## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** September 26<sup>th</sup>, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Drought Contingency Update

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:** Due to the lack of rain and extreme heat, Stage Two Drought Contingency has been issued as of 9/12/2023. Staff wants to update the council on this matter.

**RECOMMENDATION:** Staff wants council guidance on proceeding through the drought contingency plan.

City of Angleton  
Drought Contingency Plan

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water, to be known as the drought contingency plan. Further, to ensure that the city's water is used efficiently in order to conserve as much water as possible, the city hereby adopts the water conservation plan. A copy of the water conservation plan is hereby adopted by reference and can be obtained from the city secretary. Water uses regulated or prohibited under this drought contingency plan ("the plan") are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in the plan.

Section II: Public Involvement

- a) Public Input: Opportunity for the public to provide input into the preparation of the plan was provided by the city by means of newspaper, and public notice postings.
- b) Public Education: The city will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implanted in each stage. This information will be provided by means of press releases, city webpage, email, and telephone.
- c) Coordination with Regional Water Planning Groups: the service area of the city is located within the Houston region and the city has provided a copy of this plan to the Houston region.

Section III: Authorization

The city manager or his/her designee is hereby authorized and directed to implement the applicable provision of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

Section IV: Application

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

## Section V: Definitions

For the purpose of this plan, the following definitions shall apply:

- a) Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
- b) Commercial and institutional water use means water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- c) Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
- d) Customer means any person, company, or organization using water supplies by the city.
- e) Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
- f) Even numbered address means street addresses, box numbers, or rural postal route numbers ending in 0,2,4,6, or 8 and locations without addresses.
- g) Industrial water use means the use of water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.
- h) Nonessential water use means water uses that are not essential or required for the protection of public, health, safety, and welfare, including:
  - 1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;
  - 2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
  - 3) Use of water to down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaces;
  - 4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - 5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
  - 6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi type pools;
  - 7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
  - 8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
  - 9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

- i) Odd numbered address means street addresses, box numbers, or rural postal route numbers ending in 1,3,5,7, or 9.
- j) Water-related recreation/amusement facility means a heavy user of water for a recreation or amusement facility. Examples of such facilities would include public or private golf course, private water-related amusement park or like facility.
- k) MGD means million gallons per day
- l) BWA means Brazosport Water Authority

#### Section VI: Triggering criteria for initiation and termination of drought response stages

The city manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this plan. Public notification of the initiation or termination of drought response stages shall be by means of newspaper, and webpage.

The following trigger conditions indicate when drought contingency measures will be put into effect. Trigger conditions will be set for mild, moderate, and severe.

- a) Mild Drought
  - 1) Triggering Events: Average Daily Water use exceeds (2.9 MGD) for 3 consecutive days.
  - 2) Requirements for Termination: A Mild Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- b) Moderate Drought
  - 1) Triggering Events: Average Daily Water use exceeds (3.0 MGD) for 3 consecutive days.
  - 2) Requirements for Termination: A Moderate Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- c) Severe Drought
  - 1) Triggering Events: Average Daily Water use exceeds (3.5 MGD) for 3 consecutive days.
  - 2) Requirements for Termination: A Severe Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- d) Critical Water Shortage Conditions
  - 1) Triggering Events:
    - a. The imminent or actual failure of a major component of system, which would cause an immediate health or safety hazard.

- b. Natural or manmade contamination of the water supply source(s).
  - c. Emergency water shortage condition exists when there is a natural or man-made contamination of the water supply source and or when there is a failure of water delivery from Brazosport Water Authority.
  - d. Emergency water shortage condition exists which requires the use of emergency water wells.
- 2) Requirements for Termination: An Emergency Water Shortage may be rescinded when the conditions listed as triggering events have ceased to exist. The City of Angleton will notify its customers and the media of termination.

## Section VII: Drought Response Measures

The city manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this plan, shall determine that a mild, moderate, severe, or critical condition exists and shall implement the actions listed below. Public notification of the initiation or termination of drought response stages shall be by means of newspaper, and webpage.

- a) Stage 1-Mild water shortage conditions.
  - Goal: Reduce daily water use to less than 2.9 MGD.
  - Supply Management Measures: Reduced flushing of water mains, reduced irrigation of public landscaped areas.
  - Water Use Restrictions: The following water use restrictions shall apply to all persons:
    - 1. Water customers are requested to voluntarily limit the irrigation of landscaped areas to alternates days, even-numbered addresses would water on even-numbered days and odd-numbered addresses would water on odd-numbered days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-help hose, a faucet-filled buckets or watering can of five gallons or less, or drip irrigation system.
    - 2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive-shutoff nozzle for quick rinses. Vehicle washing may be done at anytime on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.



3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designates watering days.
  4. Use of water from hydrants shall be limited to firefighting-related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city.
  5. Use of water for the irrigation of a water-related recreation/amusement facility is prohibited except on designated water days. However, if the facility utilizes a water source other than that provided by the city, the facility shall not be subject to these regulations.
  6. The following uses of water are defined as nonessential and are prohibited:
    - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;
    - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
    - c. Use of water for dust control;
    - d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
    - e. Failure to repair a controllable leak(s) within 48-hour period after having been given notice directing the repair of such leak(s).
- b) Stage 2-Moderate water shortage conditions.  
 Goal: Reduce daily water use to less than 3.0 MGD.  
 Supply Management Measures: Reduced flushing of water mains, reduced irrigation of public landscaped areas.  
 Water Use Restrictions: Under the threat of penalty of violation, all requirements of stage 1 shall remain in effect and become mandatory during stage 2 except:
1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnights and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
  2. The use of water for irrigation of water-related recreation/amusement facility is prohibited, unless the facility utilizes a water source other than that provided by the city.
  3. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- c) Stage 3-Severe water shortage conditions.  
 Goal: Reduce daily water use to less than 3.5 MGD.  
 Supply Management Measures: Discontinued flushing of water mains, discontinued irrigation of public landscaped areas.

- d) Stage 4-Critical water shortage conditions.  
 Supply Management Measures: Cease all nonessential water uses.  
 Water Use Restrictions: All requirements of [stages] 1, 2, and 3 shall remain in effect during stage 4 except:
1. Irrigation of landscaped areas is absolutely prohibited.
  2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited, except at commercial carwashes or commercial service station between the hours of 6:00 a.m. and 8:00 a.m. and between 6:00 p.m. and 8:00 p.m.

### Section VIII: Variances

The City Manager, or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one of more of the following conditions are met:

- a) Compliance with this plan cannot technically be accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- b) Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this section shall file a petition for variance with the City within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
  1. Name and address of the petitioner(s).
  2. Purpose of water use
  3. Specific provision(s) of the plan from which the petitioner is requesting relief.
  4. Details statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this section.
  5. Description of the relief requested.
  6. Period of time for which the variance is sought.
  7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
  8. Other pertinent information.

Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:

  - a. Variances granted shall include a timetable for compliance
  - b. Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variances shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

#### Section VIII: Enforcement

- a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provisions of this plan, or in an amount excess of that permitted by the drought response stage in effect at the time pursuant to action taken by city manager, or his/her designee, in accordance with provisions of this plan.
- b) Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine as provided in section 1-14. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$150.00, and other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on the property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the plan and that the parent could not have reasonably known of the violation.
- d) Any police officer, or other person designated by the city manager, may issue a citation to a person he/she reasonably believes to be in violation of this section. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in municipal court on the date shown on the citation for which the date shall not be less than three days nor more than five days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service on the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator residence. The alleged violator shall appear in municipal

court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 09/26/2022

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Presentation and discussion with City's Financial Advisor regarding the City's long term debt capacity.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Joe Morrow, the City's financial advisor, will be here to make a presentation about the City's capacity to issue more long-term debt.

**RECOMMENDATION:** N/A



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Update from KSA Engineers on status of Lead Service Line Inventory.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:**

**EXECUTIVE SUMMARY:**

KSA Engineers entered into an agreement with the City of Angleton on October 25, 2022 to provide support services regarding the US EPA Lead and Copper Rule (LCR) Lead Service Line Inventory that is due to be certified to the TCEQ by October of 2024.

In line with the required data for the inventory, KSA developed a user-friendly questionnaire for residents, business owners and Angleton Public Works to utilize to enter their information which is currently stored in a database for compilation prior to certification.

KSA worked with both the Public Works and Communications departments and developed a public campaign to kickoff efforts disseminate information and gather responses utilizing the City of Angleton's website and social media as well as information inserted in mail out water bills and posters posted at public facilities.

KSA is currently working with Communications to target some of the larger community organizations in an effort to continue to inform the public of the purpose for the inventory and to garner support from residents and businesses to fill out the questionnaire.

The update is to give some preliminary numbers and explain next steps in this process.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 9/26/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Update, discussion and possible action on the scope of work for the Investment Grade Audit contract with Schnieder Electric.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

### EXECUTIVE SUMMARY:

On March 30 of this year, Council approved and executed an Investment Grade Audit contract with Schneider Electric to develop needed capital improvements for city facilities. The project will leverage energy and operational savings along with revenue generation and monetized tax credits to offset the cost of the project. The project is now at 60% development and tonight's presentation is to provide council an update on the scope of work identified and receive concurrence from Council to move forward with final project development.

Schneider Electric presented the 60% proposed scope items to the City Manager and team on July 28<sup>th</sup>. Discussion and go/no go decisions were made of which projects to further develop. At this point in development, Schneider Electric has identified three options for the city.

Option 1 – Comprehensive Project \$14M

Option 2 – Optimized Project \$7M

Option 3 – Minimized Project \$1.5M

The scope at a maximum includes: Indoor/outdoor lighting, HVAC, Building Envelope, Onsite Chlorine Generation, Building Automation Systems, mechanical recommissioning, Solar Photovoltaic arrays and battery storage, information kiosks and a software based capital asset planning tool. The final scope will vary dependent on the preference of City Leadership.

At the July 28<sup>th</sup> meeting, it was determined that the “Optimized”, Option 2 Scope was most attractive for the City of Angleton. The scope addresses existing needs in city facilities that will also make those facilities more energy efficient.

Highlights this evening include the solar arrays plan, leveraging tax incentive funds and positioning the city for the coming anticipated kw rate hike. Schneider Electric's presenters are Debra Jones, Program Manager and Brian Pottenger, Project Development Manager. Online is Ryan Stout, Schneiders Solar development specialist.

**RECOMMENDATION:**

N/A



# City of Angleton - Facilities Project



## 60% Development Overview

July 2023

# Scope of Work

## Original Scope

60% Development presented 7/19/23

Post 7/19/23 meeting - Updated 60%

Item 12.

List of Facilities

City Hall	12,200 sq. ft.
Police Station	14,500 sq. ft.
Recreation Center	41,000 sq. ft.
Animal Shelter	5,058 sq. ft.
Fire station 1	8,700 sq. ft.
Fire station 2	1,832 sq. ft.
Fire station 3	6,930 sq. ft.
Parks	

Energy Conservation Measures

- Lighting
- Mechanical
- Water
- Building Envelope
- BAS

Renewables Discussion

- Battery Storage
- Micro Grid
- Solar
- EV Charging
- EV Fleet

Utility Baseline and Savings

Note: any changes to the scope of work will be noted and possibly annotated in the IGA contract. Any subsequent development costs will also be agreed to in the development.

ECM ID	Opportunity	City Hall	Police	Rec Center	Animal	FS 1	FS 2	FS 3	City Hall Annex	WWTP	BG Peck	Dickey	Bares	Freedom	Veterans	Masterson	Dog Park	Number of Sites per Opportunity
Lighting																		
1	Interior LED Lighting																	6
2	Exterior LED Lighting																	6
3	Sports Field LED Lighting																	3
4	Park Area LED Lighting																	6
Mechanical, Electrical, and Plumbing																		
5	HVAC Unit Replacement																	3
6	HVAC Armor																	7
7	Building Envelope																	7
8	Chlorine Generation for Pools																	1
9	Water Meters																	1
Building Automation and Control																		
10	Comprehensive Network Building Automation System																	5
11	Retrocommissioning of HVAC Units Existing to Remain																	11
Sustainability and Resiliency																		
12	Solar PV																	3
13	Battery Energy Storage and Microgrid																	2
14	Back Up Generator																	
15	EV Public Charging																	
16	EV Fleet Charging																	
17	EV Fleet Vehicles																	
Total Number of Opportunities per Site		6	6	8	5	6	4	4		1	2	2	1	1	1	1	1	
Legend		<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Up for Discussion <span style="background-color: red; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Removed from Consideration																

ECM ID	Opportunity	City Hall	Police	Rec Center	Animal	FS 1	FS 2	FS 3	City Hall Annex	WWTP	BG Peck	Dickey	Bares	Freedom	Veterans	Masterson	Dog Park	Number of Sites per Opportunity
Lighting																		
1	Interior LED Lighting																	6
2	Exterior LED Lighting																	6
3	Sports Field LED Lighting																	3
4	Park Area LED Lighting																	6
Mechanical, Electrical, and Plumbing																		
5	HVAC Unit Replacement																	3
6	HVAC Armor																	7
7	Building Envelope																	7
8	Chlorine Generation for Pools																	1
9	Water Meters																	1
Building Automation and Control																		
10	Comprehensive Network Building Automation System																	7
11	Retrocommissioning of HVAC Units Existing to Remain																	11
Sustainability and Resiliency																		
12	Solar PV																	3
13	Battery Energy Storage and Microgrid																	2
14	Back Up Generator																	
15	EV Public Charging																	
16	EV Fleet Charging																	
17	EV Fleet Vehicles																	
Total Number of Opportunities per Site		5	4	7	5	5	5	5		1	1	1	1	0	1	1	1	
Legend		<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Up for Discussion <span style="background-color: red; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Removed from Consideration																

Red – removed from continued development

Yellow – still in development

# Opportunity Options Vetted

Item 12.

All Scope Developed Project \$14M

Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Chemical Savings	Incentives & Rebates TMRP Fed ITC	Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
Interior & Exterior LED Lighting	\$ 211,000	\$ 15,000	\$ 27,900	\$ 4,000	\$ -	\$ 42,000	\$ 208,000	10	8
Plant Area LED Lighting	\$ 179,000	\$ 2,000	\$ 4,000	\$ 1,000	\$ -	\$ 4,000	\$ 180,000	30	24
Building Automation System	\$ 279,000	\$ 8,000	\$ 16,000	\$ -	\$ -	\$ 8,000	\$ 269,000	33	30
HVAC Anergy	\$ 94,000	\$ 2,000	\$ 4,000	\$ 11,000	\$ -	\$ 4,000	\$ 84,000	8	4
Building Envelope	\$ 72,000	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ 1,000	\$ 70,000	20	22
Chlorine Generation for Ponds	\$ 278,000	\$ 4,000	\$ 8,000	\$ -	\$ 2,000	\$ -	\$ 278,000	23	20
Solar PV	\$ 5,028,000	\$ 110,000	\$ 241,000	\$ -	\$ -	\$ 173,000	\$ 5,118,000	20	13
HVAC Control Equipment	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	NA	NA
Plant Area LED Lighting	\$ 1,380,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,380,000	NA	NA
Raw Carbon Feed Anergy	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	NA	NA
Interior Lighting Anergy	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	NA	NA
Water Storage Anergy	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	NA	NA
<b>PROJECT TOTAL</b>	<b>\$ 14,826,000</b>	<b>\$ 163,000</b>	<b>\$ 323,000</b>	<b>\$ 19,000</b>	<b>\$ 8,000</b>	<b>\$ 241,000</b>	<b>\$ 12,866,000</b>	<b>64</b>	<b>34</b>

\* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000.  
 \*\* Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate with 4% Annual Escalation.  
 For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$600,000. With the above measures implemented, the 2031 electric cost would be reduced to \$477,000.

Optimized Payback Project \$6.7M

(Take advantage of \$2M+ in monetized tax incentives)

Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Chemical Savings	Incentives & Rebates TMRP Fed ITC	Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
Interior & Exterior LED Lighting	\$ 340,000	\$ 15,000	\$ 27,900	\$ 4,000	\$ -	\$ 42,000	\$ 280,000	10	8
Plant Area LED Lighting	\$ 180,000	\$ 2,000	\$ 4,000	\$ 1,000	\$ -	\$ 4,000	\$ 176,000	30	24
Building Automation System	\$ 300,000	\$ 8,000	\$ 16,000	\$ -	\$ -	\$ 8,000	\$ 290,000	33	30
HVAC Anergy	\$ 100,000	\$ 2,000	\$ 4,000	\$ 11,000	\$ -	\$ -	\$ 100,000	8	4
Building Envelope	\$ 60,000	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ 1,000	\$ 59,000	20	22
Chlorine Generation for Ponds	\$ 290,000	\$ 4,000	\$ 8,000	\$ -	\$ 2,000	\$ -	\$ 280,000	24	21
Solar PV	\$ 5,470,000	\$ 110,000	\$ 241,000	\$ -	\$ -	\$ 173,000	\$ 5,437,000	20	14
HVAC Control Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Plant Area LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Raw Carbon Feed Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Interior Lighting Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Water Storage Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>PROJECT TOTAL</b>	<b>\$ 6,760,000</b>	<b>\$ 150,000</b>	<b>\$ 297,000</b>	<b>\$ 16,000</b>	<b>\$ 8,000</b>	<b>\$ 225,000</b>	<b>\$ 6,478,000</b>	<b>27</b>	<b>14</b>

\* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000.  
 \*\* Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate with 4% Annual Escalation.  
 For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$600,000. With the above measures implemented, the 2031 electric cost would be reduced to \$583,000.

Minimum Project \$1.68M








Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Chemical Savings	Incentives & Rebates TMRP Fed ITC	Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
Interior & Exterior LED Lighting	\$ 640,000	\$ 13,000	\$ 27,000	\$ 4,000	\$ -	\$ 42,000	\$ 600,000	25	12
Plant Area LED Lighting	\$ 240,000	\$ 2,000	\$ 4,000	\$ 1,000	\$ -	\$ 4,000	\$ 236,000	70	44
Building Automation System	\$ 380,000	\$ 8,000	\$ 16,000	\$ -	\$ -	\$ 8,000	\$ 368,000	40	26
HVAC Anergy	\$ 100,000	\$ 2,000	\$ 4,000	\$ 11,000	\$ -	\$ -	\$ 100,000	10	7
Building Envelope	\$ 100,000	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ 1,000	\$ 99,000	30	31
Chlorine Generation for Ponds	\$ 380,000	\$ 4,000	\$ 8,000	\$ -	\$ 2,000	\$ -	\$ 380,000	32	27
Solar PV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
HVAC Control Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Plant Area LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Raw Carbon Feed Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Interior Lighting Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
Water Storage Anergy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA	NA
<b>PROJECT TOTAL</b>	<b>\$ 1,680,000</b>	<b>\$ 31,000</b>	<b>\$ 64,000</b>	<b>\$ 16,000</b>	<b>\$ 8,000</b>	<b>\$ 52,000</b>	<b>\$ 1,626,000</b>	<b>30</b>	<b>18</b>

\* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000.  
 \*\* Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate with 4% Annual Escalation.  
 For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$800,000. With the above measures implemented, the 2031 electric cost would be reduced to \$744,000.

# Scope Map

Item 12.



-  Mechanical
-  Indoor Lighting
-  Outdoor Lighting
-  Onsite Chlorination
-  Building Envelope
-  Building Envelope
-  Solar Array

*Icons on map are representations of scope but not explicit*



Item 12.

## BENEFITS

- Will provide power and reduce Kw consumption
- The city generates revenue as power is sold back to utility
- Revenue comes as credit
- Affords a 13-year payback on the entire project

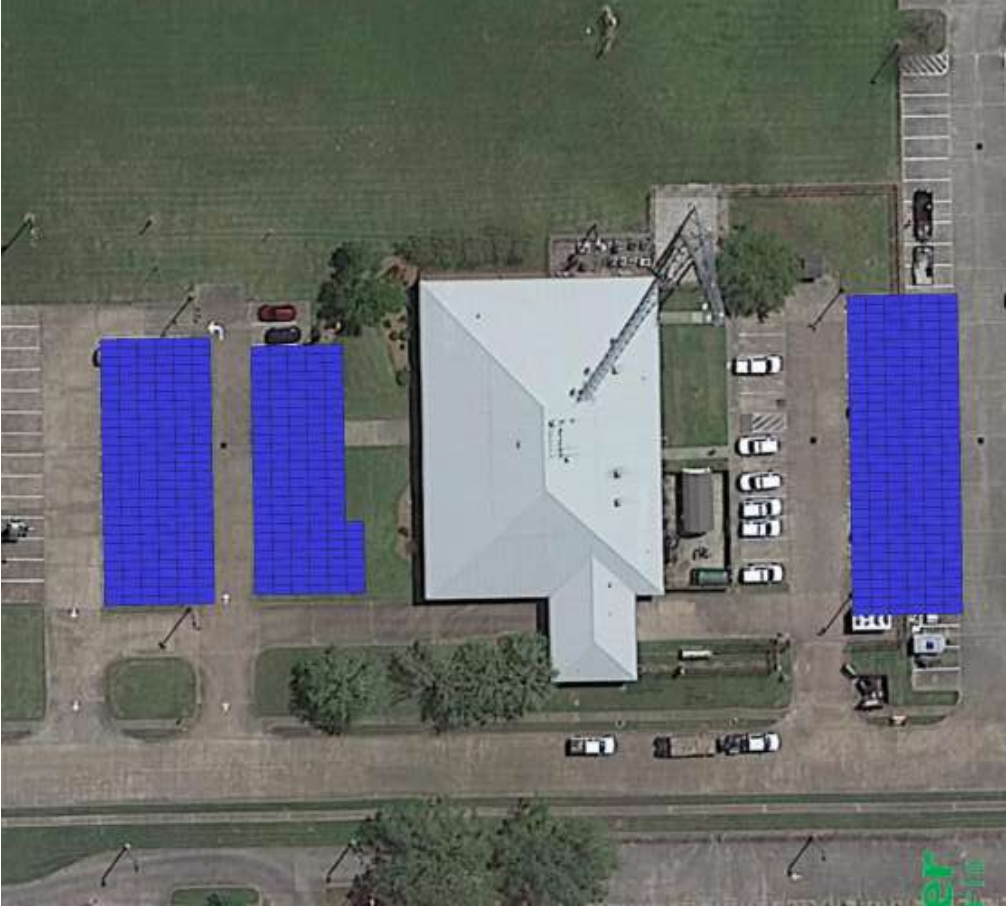


# Rec Center



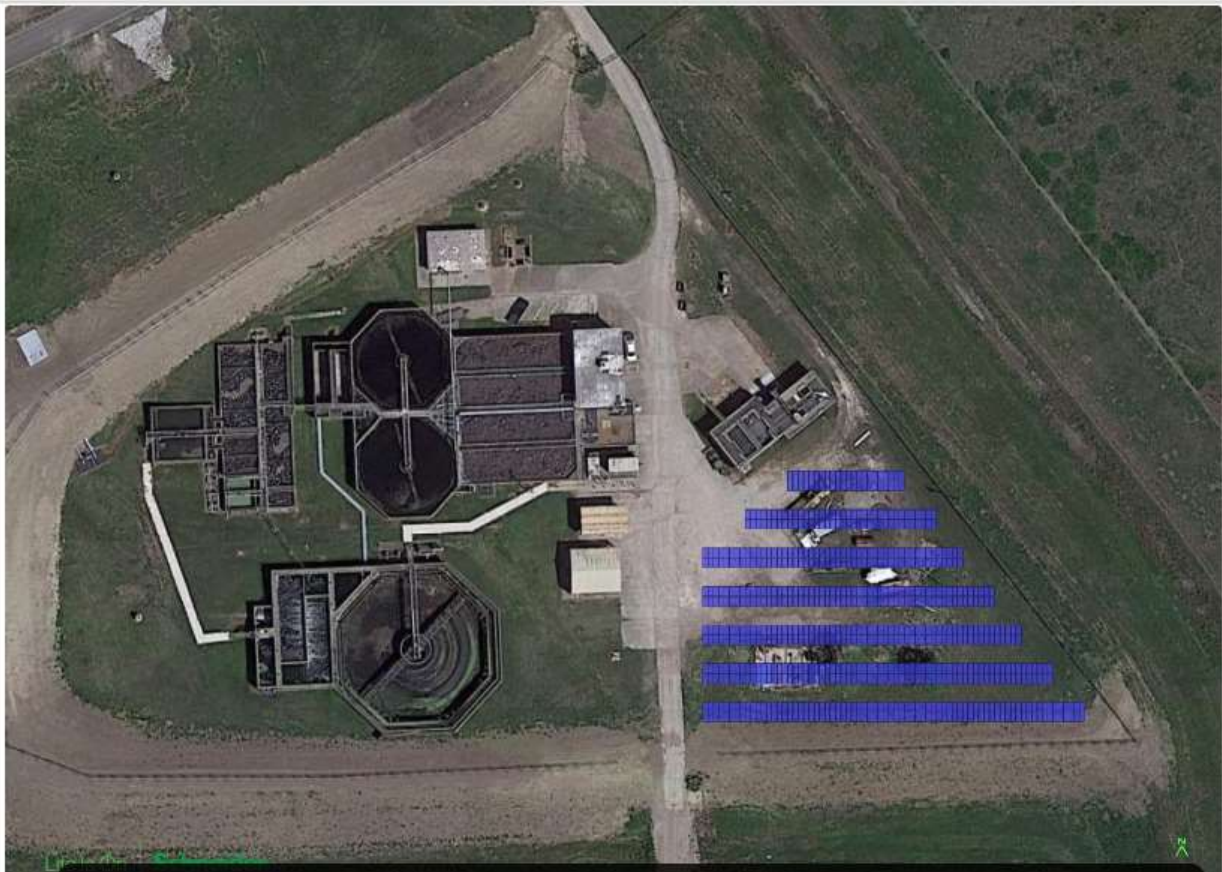
# Police Department

Item 12.



# WWTP

Item 12.





# Benefits of the Project to the City

Item 12.

## Solar PV (Carport and Ground Mount)

Reduces electrical consumption (kWh rates will change with the new electrical utility agreement in 2031)

Costs supplemented by monetizing Tax Credit

Sell back Kw = revenue generation

## In/Outdoor and Sports field lighting

~~Onsite chlorine generation~~

## HVAC replacements

## Building automation systems (BAS) upgrades

## Training needs met on BAS

## City Events

Keep Angleton Beautiful

Earth Day and Energy Awareness Month

## Marketing initiative

Awareness

Press Releases, news coverage, social media

**Rebates** – cash to the city after completion

LED Grant \$50K, app due in 10 days!

Industry recognition where possible for green initiatives

**Project costs** offset by savings - reinvesting into city facilities and leveraged Federal Fu

# What's next

Finalizing cost and funding source

## Financing Options Discussion/Workshop - 7/24/23

- Tax Exempt Lease Purchase
- Annual Budget Allocation
- Rebates
- Federal Funding Incentives
- Cash/Bond
- Cost avoidance (anticipated increase in electrical cost per kWh)

## Timeline

Item 12.

City of Angleton, Texas	
Best Case Estimated Timeline Performance Contract Opportunity	
<small>Council Meetings held 4th Tuesday of each month at 6:00 PM, workshop 2nd Tuesdays 121 S. Vinesco</small>	
Recommend ESCO	October 25, 2022
IGA scope discussion to populate IGA	November 16, 2022
Execute IGA	March 30, 2023
IGA Kick off onsite meeting	May 10, 2023
30% development review with client	June 28, 2023
60% development review with client	July 19, 2023
Finance Options meeting	July 24, 2023
75% completion meeting	September 13, 2023
Final IGA Results Due to customer	September 28, 2023
Council approval to purchase project / sign contract	October 24, 2023
Third party engineering to receive scope for review	October 24, 2023
Third party engineering review due back	November 14, 2023
Mobilize team to begin construction	December 5, 2023
Installation complete	estimated 9 months

Anticipate 9/26/2023 Final Development Presentation

10/23/23 Council approval

Life Is On

Schneider Electric

Life Is On

**Schneider**  
Electric

Memo

Date: Friday, September 01, 2023

Project: Mulberry Fields Subdivision CAF (Capacity Acquisition Fee)

To: Otis Spriggs, Director of Development Services

From: Javier Vasquez, P.E., CFM

Subject: Water and Wastewater Capacity Acquisition Fee (41 ESUs)

The City of Angleton has coordinated with a Developer for Mulberry Fields subdivision, a proposed subdivision located on the west side of the City near the SH 288 and SH 35 (W. Mulberry St.) intersection. The proposed development of 41 single-family homes is generally bound by W. Live Oak Street to the north, W. Mulberry Street to the south, N. Walker Street to the east and Western Avenue to the west. Based on this information and using the planning criteria for water demand and sewer loading from the Utility Master Plan, below is the summary of the assumptions, analysis and model results. Capacity demand for this development was assessed based solely on the number of proposed residences and does not include loading from the proposed recreational center that is proposed for the subdivision.

Capacity Verification

- Water Demand
  - Average Daily Demand (ADD): 300 gallons per day per connection,  $41 \times 300 = 12,300$  gpd or 8.54 gpm
  - Max Daily Demand (MDD):  $1.7 \times \text{ADD} = 14.52$  gpm
  - Peak Hour Demand (PHD):  $1.25 \times \text{MDD} = 18.15$  gpm
- Water Model Run
  - The Subdivision will be required to have two points of connection to the existing water system. The Subdivision will propose a connection point at the existing 6-inch water line along the east side of Walker Street and shall coordinate a connection to the existing 8-inch water line along the south side of W. Mulberry Street in order to create a looped system for the Subdivision.
  - **The existing water model was run for the above noted scenario. The model shows that there is sufficient pressure and fire flow when the system is looped as noted (See Exhibit #2).**
- Wastewater Flows
  - Average Daily Flow (ADF): 255 gallons per day per connection,  $41 \times 255 = 10,455$  gpd or 7.26 gpm

- Peak Hour Wet Weather Flow (PWF):  $4 \times \text{ADF} = 29.04 \text{ gpm}$
- Wastewater Model Run
  - The existing model was run for PWF scenario, which uses a peaking factor of 4.
  - It was assumed in the model that the wastewater for the subdivision will be collected and discharged at the manhole located on the west side of N. Walker Street. This manhole discharges into a 12" sewer line that runs south along N Walker Street towards W. Mulberry Street (SH 35). The line crosses W. Mulberry Street (SH 35) and continues as an 8-inch to 12-inch gravity main south along S. Walker Street, and discharges into Lift Station No. 3 (900 S Walker).
  - Wastewater is pumped from Lift Station No. 3 and collected into an existing 30-inch gravity sewer main along Munson Place. This existing 30-inch gravity main runs west along Munson Place and continues west towards and crossing SH 288 through easements along an existing drainage channel and discharges at the Oyster Creek WWTP along Sebesta Road.
  - Based on the model run, there is an existing section of 24-inch pipe within the WWTP that will require upsizing. This is an item identified in the utility master plan and is recommended to be upsized in the near future.

#### Capacity Acquisition Fee:

Please see Appendix "A" for the calculations for the Capacity Acquisition Fee.

- Water Service
  - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
  - Total Capacity of 8" Sanitary Sewer set at TCEQ minimum slope is approximately 314 gpm
    - Percentage utilization of 8" sanitary sewer is 9.24% (peak flow)
  - Total Capacity of 12" Sanitary Sewer set at TCEQ minimum slope is approximately 715 gpm
    - Percentage utilization of 12" sanitary sewer is 4.06% (peak flow)
  - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is approximately 2,871 gpm
    - Percentage utilization of 30" sanitary sewer is 1.01% (peak flow)
  - Total Capacity of 30" Sanitary Sewer set at TCEQ minimum slope is approximately 4,508 gpm
    - Percentage utilization of 30" sanitary sewer is 0.64% (peak flow)
  - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is approximately 6,348 gpm

- Percentage utilization of 36" sanitary sewer is 0.46% (peak flow)
- Total Firm Capacity (taken from drawdown test) of Lift Station No. 3 is approximately 280 gpm.
  - Based on the assumed capacity of the lift station, the percent utilization of LS No. 3 pumping capacity and 4" force main is 10.37% (peak flow).
- Fee for sewer service is \$861.58 per ESU.

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,398.28. The total fee for the projected 41 homes for Mulberry Fields Subdivision is approximately \$57,329.48.

#### ATTACHMENTS

Appendix "A" – Capacity Acquisition Fee Calculations

Exhibit 1 – Water System Map (Existing)

Exhibit 2 – Water Model Map (Proposed)

Exhibit 3 – Wastewater System Sewer Trace and Flow Capacity

APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
<b>Henderson Water Plant</b>								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
<b>Total Henderson Water Plant</b>						<b>\$ 1,022,280</b>	<b>3,672,000</b>	<b>\$83.52</b>
<b>Chenango Water Plant</b>								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
<b>Total Chenango Water Plant</b>						<b>\$ 214,296</b>	<b>3,672,000</b>	<b>\$17.51</b>
<b>Jamison Water Plant</b>								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
<b>Total Jamison Water Plant</b>						<b>\$ 1,035,835</b>	<b>3,672,000</b>	<b>\$84.63</b>
<b>Water Well #11</b>	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	<sup>1</sup> Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 200 gpd)
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.34
<sup>1</sup> Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)								\$0.94
<sup>2</sup> Total Estimated Cost Per Water Connection								\$536.70

Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	<sup>3</sup> Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3237	\$ 9,214,201	1	\$ 9,214,201	3,600,000	\$ 652.67

Wastewater Infrastructure

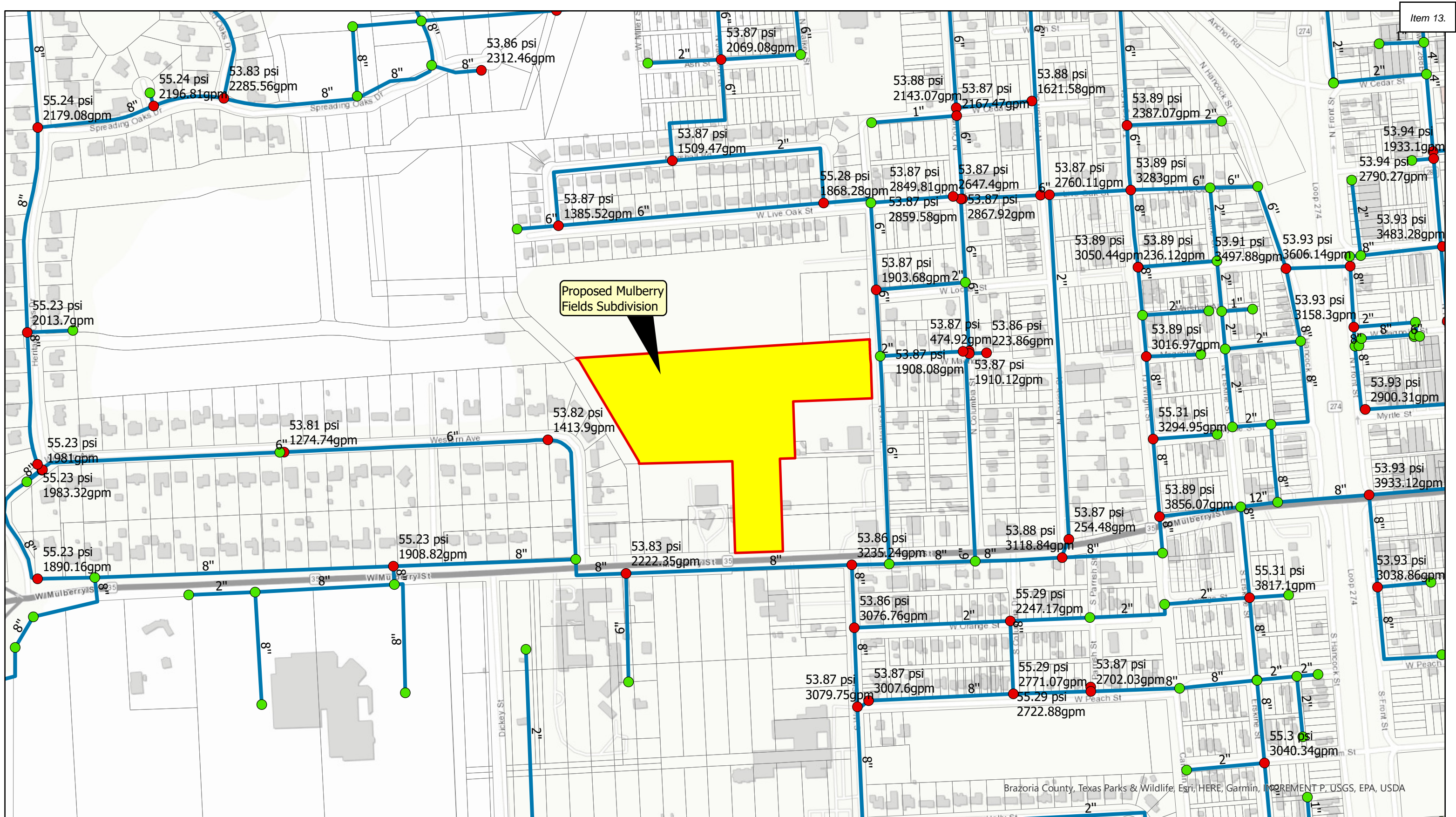
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	<sup>3</sup> Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)
<b>Gravity Sewer</b>								
8" Main (2,610 feet)	\$ 195,750	1970	1381	\$ 21,375	9.24%	\$ 1,976	41	\$ 48.19
12" Main (1,055 feet)	\$ 131,875	1970	1381	\$ 14,400	4.06%	\$ 585		\$ 14.27
24" Main (560 feet)	\$ 155,000	1970	1381	\$ 16,925	1.01%	\$ 171		\$ 4.18
30" Main (5,870 feet)	\$ 2,233,150	1970	1381	\$ 243,851	0.64%	\$ 1,571		\$ 38.32
36" Main (20 feet)	\$ 7,000	1970	1381	\$ 764	0.46%	\$ 3		\$ 0.09
<b>Total Gravity Sewer</b>						<b>\$ 4,307</b>		<b>\$ 105.04</b>
<b>Force Main</b>								
4" Force Main (11 feet)	\$ 1,000	1970	1381	\$ 109	10.37%	\$ 11		\$ 0.28
<b>Total Force Main</b>						<b>\$ 11</b>		<b>\$ 0.28</b>
<b>Lift Station</b>								
No. 3	\$ 375,000	1970	1381	\$ 40,948	10.37%	\$ 4,247		\$ 103.59
<b>Total Lift Station</b>						<b>\$ 4,247</b>		<b>\$ 103.59</b>
<b>Total Wastewater Infrastructure</b>						<b>\$ 8,565</b>		<b>\$ 208.91</b>

<b>Total Estimated Cost Per Wastewater Connection</b>	<b>\$861.58</b>
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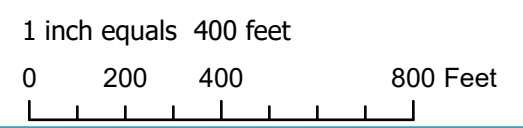
<sup>1</sup> The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

<sup>2</sup> The cost shown is the adopted flat fee per ESU for water service.

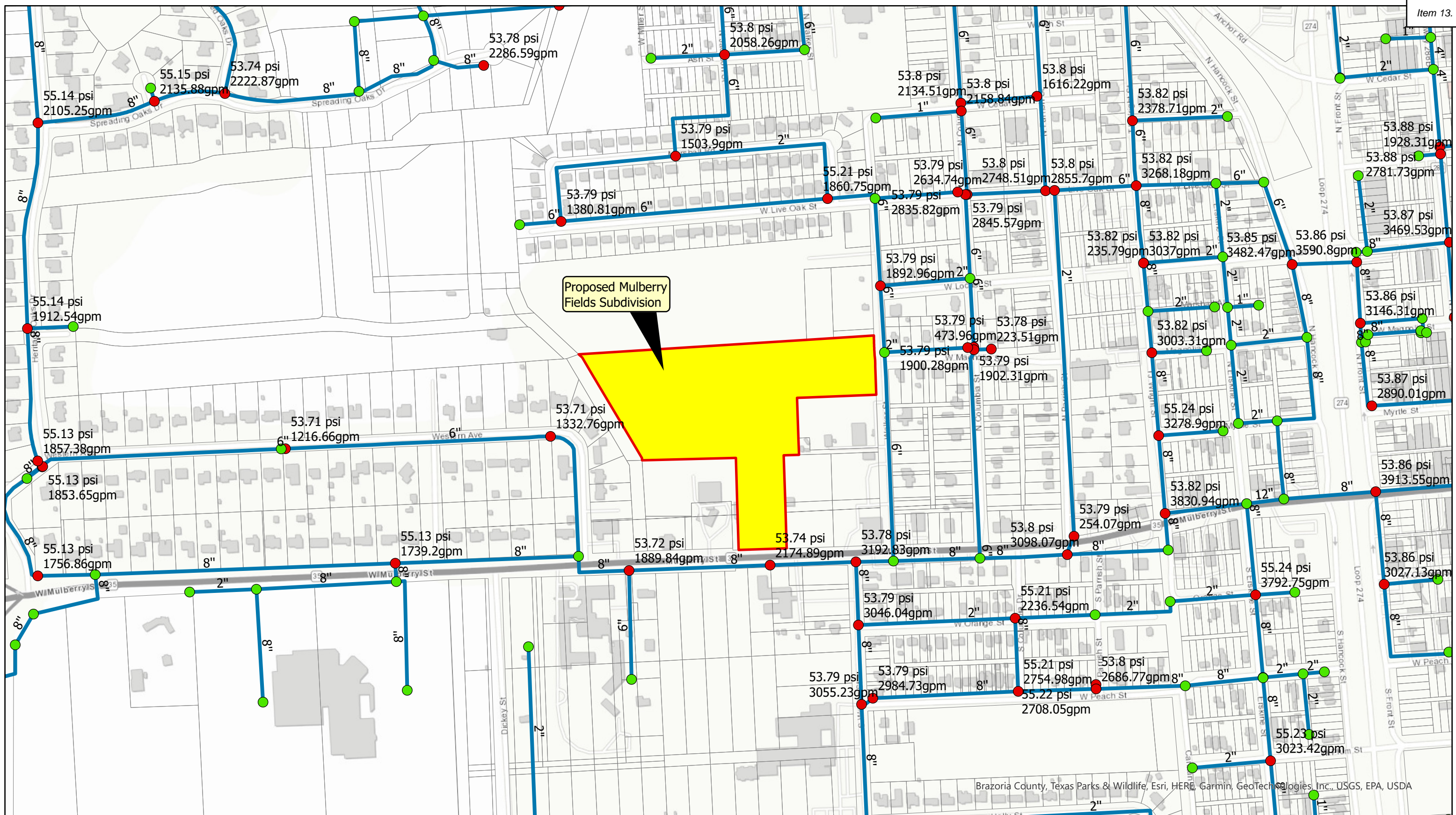
<sup>3</sup> The cost shown is taken by dividing the current construction cost estimate by the Nov 2021 ENR Value of 12647.



City of Angleton, Texas - Water System Modeling  
 Mulberry Fields Subdivision - Existing System Model  
 System Pressure and Available Fire Flow



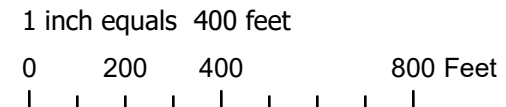




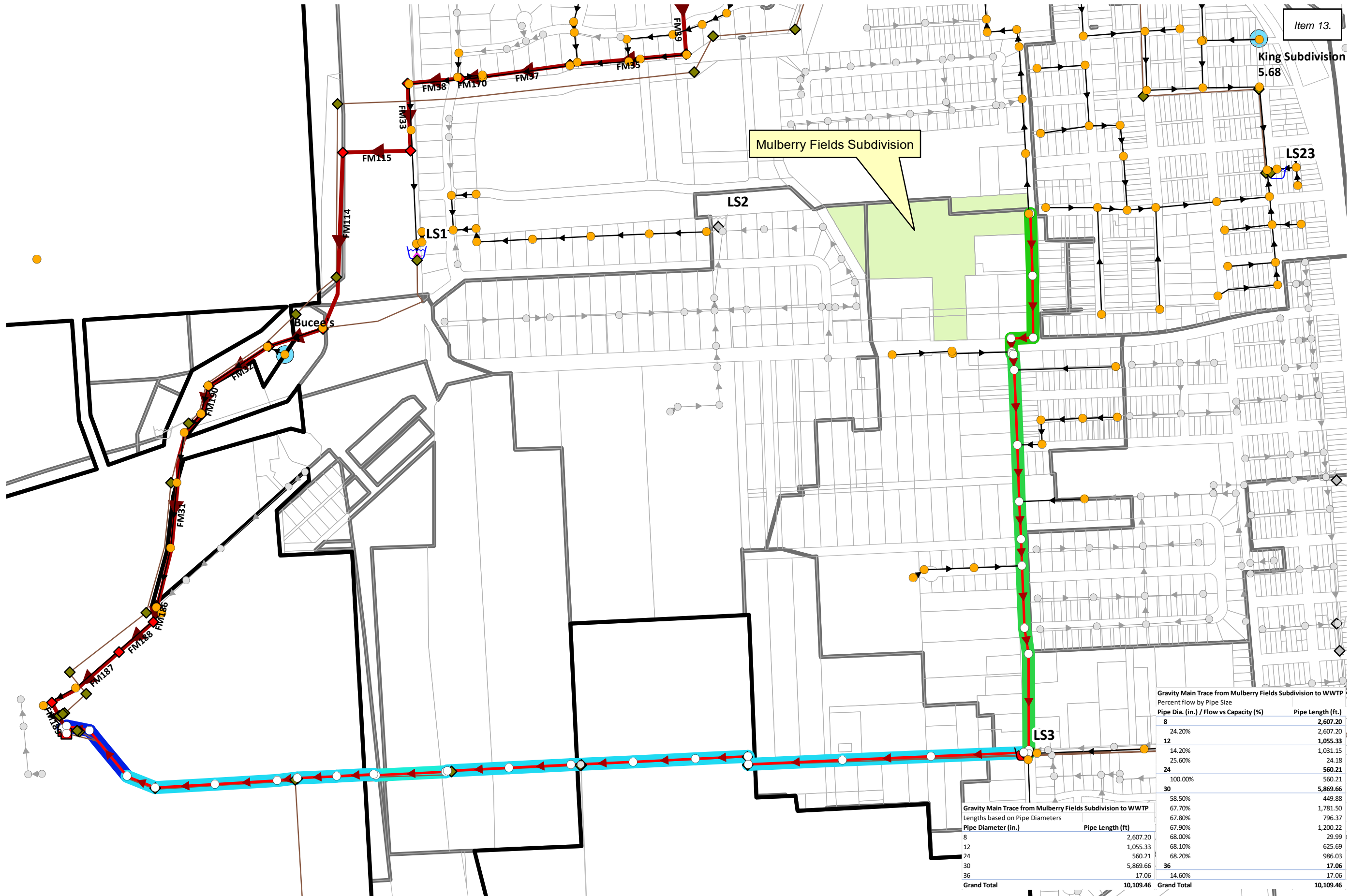
Item 13.

Proposed Mulberry  
Fields Subdivision

City of Angleton, Texas - Water System Modeling  
 Mulberry Fields Subdivision - Post Development System Model  
 System Pressure and Available Fire Flow



- Legend**
- Manhole**
- TYPE**
- Active
  - Trace
  - Inactive
- Wetwell**
- TYPE**
- Active
  - Trace
  - Inactive
- Gravity Main**
- TYPE**
- Active
  - Trace
  - Inactive
- Forcemain**
- TYPE**
- Active
  - Trace
  - Inactive
- D\_OVER\_D**
- 0.14% - 0.2%
  - 0.21% - 0.3%
  - 0.31% - 0.4%
  - 0.41% - 0.5%
  - 0.51% - 0.6%
  - 0.61% - 0.7%
  - 0.71% - 0.8%
  - 0.81% - 0.9%
  - 0.91% - 1%
  - 1.01% - 1.1%
- CityLimits
- Parcels
- Service\_Areas
- Point Loading
- Mulberry



**Gravity Main Trace from Mulberry Fields Subdivision to WWTP**

Percent flow by Pipe Size

Pipe Dia. (in.) / Flow vs Capacity (%)	Pipe Length (ft.)
8	2,607.20
12	1,055.33
24	560.21
30	5,869.66
36	17.06
<b>Grand Total</b>	<b>10,109.46</b>

Lengths based on Pipe Diameters

Pipe Diameter (in.)	Pipe Length (ft)
8	2,607.20
12	1,055.33
24	560.21
30	5,869.66
36	17.06
<b>Grand Total</b>	<b>10,109.46</b>

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANGLETON, TEXAS AND  
MULBERRY FIELDS, LLC.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Mulberry Fields, LLC, a Texas Limited Liability Company (“Developer”).

WHEREAS Developer is the owner of certain Property containing approximately 13.02 acres of land located within the corporate boundaries of the City, and more particularly described on **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 Mulberry Fields Subdivision, which subdivision will consist of forty - one (41) lots (the “Project”) as depicted on the Preliminary Plat of the Mulberry Fields Subdivision attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Plat”); and

WHEREAS the Property is zoned SF-6.3 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*”, “*Mulberry Fields*”, “*Project*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as a residential subdivision which will consist of forty-one lots developed on 13.02 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall 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 as related 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 by all necessary parties on this Agreement.

**ARTICLE I**  
**Covenants**

Section 1.01 **Permitted Uses.** The Project shall be limited to the development of single-family dwellings, and uses in the Project shall be those permitted by the SF-6.3 zoning district or its successors.

Section 1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat. The minimum lot area shall be 6,300 square feet. Our minimum lot width shall be 60 feet and minimum lot depth shall be 100 feet.

LOT AREA TABLE			
LOT #	AREA	LOT #	AREA
LOT 1	7011 Sq. Feet	LOT 1	6900 Sq. Feet
LOT 2	6930 Sq. Feet	LOT 2	6365 Sq. Feet
LOT 3	6930 Sq. Feet	LOT 3	6365 Sq. Feet
LOT 4	6930 Sq. Feet	LOT 4	6365 Sq. Feet
LOT 5	10165 Sq. Feet	LOT 5	7217 Sq. Feet
LOT 6	6930 Sq. Feet	LOT 6	8246 Sq. Feet
LOT 7	7150 Sq. Feet	LOT 7	6300 Sq. Feet
LOT 8	7971 Sq. Feet	LOT 8	6300 Sq. Feet
LOT 9	6500 Sq. Feet	LOT 9	6911 Sq. Feet
LOT 10	8478 Sq. Feet	LOT 10	10657 Sq. Feet
LOT 11	6459 Sq. Feet	LOT 11	19619 Sq. Feet
LOT 12	6387 Sq. Feet	LOT 12	8466 Sq. Feet
LOT 13	7330 Sq. Feet	LOT 13	6473 Sq. Feet
LOT 14	8029 Sq. Feet	LOT 14	6304 Sq. Feet
LOT 15	7072 Sq. Feet	LOT 15	6307 Sq. Feet
LOT 1	7260 Sq. Feet	LOT 16	6375 Sq. Feet
LOT 2	6938 Sq. Feet	LOT 17	6436 Sq. Feet
LOT 3	6938 Sq. Feet	LOT 18	6390 Sq. Feet
LOT 4	8180 Sq. Feet	LOT 19	6490 Sq. Feet
LOT 5	7899 Sq. Feet	LOT 20	6356 Sq. Feet
LOT 6	6309 Sq. Feet		
LOT 7	6327 Sq. Feet		
LOT 8	6327 Sq. Feet		
LOT 9	6347 Sq. Feet		

BLOCK 1 -

BLOCK 2 -

BLOCK 3

Section 1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as Section 28-45 SF-6.3, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

Section 1.05 **Fees-in-Lieu.** The Developer agrees to pay the City fees in lieu of dedication of park acres in the amount of Twenty-three Thousand Five Hundred Seventy-Five and 00/100 (\$23,575.00). The fee is calculated at the rate of forty-one (41) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all forty-one (41) residential lots prior to the recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

Section 1.06 **CAF Fees.** Developer agrees to pay CAF fees in the amount of fifty seven thousand three hundred twenty-nine dollars and 48/100 Dollars (\$57,329.498) prior to recording of the final plat of the Project, as set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"** and shall be paid to the City as set forth therein.

Section 1.07 **Perimeter Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit "D"** attached hereto. Perimeter fencing shall be installed along the property lines of all lots and reserves with frontage along walker St. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap. All perimeter fencing as identified in **Exhibit "Exhibit D"** shall be maintained by the HOA.

Section 1.08 **Conduit.** Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

Section 1.09 **Streetlights.** Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.10 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

Section 1.11 **Homeowner's Association.** Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event Owner's Association becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this agreement and shall have all authority granted to the Association by virtue of this document and related Property Owner's Association Bylaws including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the subdivider or the

homeowners' association.

- (b) b. The articles of the HOA shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements that are calculated by the city engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. 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 articles shall require that board of directors file with the city annual reports of maintenance and that 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, and that the treasurer of the property owners association shall be required to post a surety bond.

**Section 1.12 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 DEVELOPER**

**Section 2.01 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.

**Section 2.02 Developer's Right to Continue Development.** The City and the Developer hereby agree that, subject to Section 4.04 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 III**  
**MATERIAL BREACH, NOTICE AND REMEDIES**

Section 3.01 **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.

5. An attempt by the City to withhold access or connection to City Water and/or Sanitary Sewer systems.

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.

**Section 3.02 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 3.04 and subsequently exercise the applicable remedy under Section 3.05.

### Section 3.03 **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, 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 3.04 and subsequently exercise the applicable remedy under Section 3.05.

**Section 3.04 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 in the mediation shall share the costs of the mediation equally.

### Section 3.05 **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 3.04, 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 3.04, 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 IV** **ADDITIONAL TERMS**

Section 4.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 10 years from the date of execution.

Section 4.02 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. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned or withheld. 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.

Section 4.03 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.

Section 4.04 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.

Section 4.05 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

Developer: Mulberry Fields, LLC  
Attn: Corey Boyer  
11111 Katy Frwy, Ste 425  
Houston, TX 77079  
Telephone No.: 832-525-1633  
Email:  
[corey@developmentoftexas.com](mailto:corey@developmentoftexas.com)

Section 4.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 4.07 **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 ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

Section 4.08 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.

Section 4.09 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.

Section 4.10 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.

Section 4.11 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.

Section 4.12 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.

Section 4.13 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.

Section 4.14 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.

Section 4.15 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.

Section 4.16 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

Section 4.17 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 4.18 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 4.19 **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.

Section 4.20 **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.

Section 4.21 **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.

Section 4.22 **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

DEVELOPER  
Mulberry Fields, LLC a Limited  
Liability Company

\_\_\_\_\_  
Corey Boyer, Managing Member

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF BRAZORIA     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of  
  September 2023,       by       \_\_\_\_\_,  
\_\_\_\_\_  
of MULBERRY FIELDS, LLC, a Texas  
Limited Liability Company, on behalf of said entity.

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

**EXHIBIT "A"****The Property**

## Legal Description of Land:

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

COMMENCING at a 2" iron pipe found in the West right-of-way line of Walker Street (City of Angleton, Texas); said iron pipe marking the Northeast corner of said 20.751 acre tract;

THENCE; South 0° 04' 17" East 99.87 feet, along the West right-of-way line of Walker Street, to a iron rod with metal cap stamped "INP" found for the place of beginning of the herein described tract at the Southeast corner of a 1.1478 acre tract out of said 20.751 acre tract; said 1.14 78 acre tract being described in a deed recorded in File (1988) Volume 362, Page 838 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 04' 17" East 164.36 feet, along the West right-of-way line of Walker Street, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northeast corner of a 2.01 acre tract out of said 20.751 acre tract; said 2.01 acre tract being described in a deed recorded in File 1997-040105 of the Official Records of Brazoria County, Texas;

THENCE; North 89° 58' 33" West 350.50 feet, along the North line of said 2.01 acre tract, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northwest corner of said 2.01 acre tract;

THENCE; South 0° 02' 04" West 250.00 feet, along the West line of said 2.01 acre tract, to an iron rod with cap stamped "Cotton" found for corner at the Southwest corner of said 2.01 acre tract;

THENCE; South 89° 57' 11" East 141.97 feet, along the South line of said 2.01 acre tract, to a 1/2" iron rod with cap stamped "RPLS 2112 6017" found for corner at the Northwest corner of a one acre tract described in a deed recorded in File 2007-001722 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 03' 51" East 232.72 feet, along the West line of said one acre tract and the West line of a one acre tract described in a deed recorded in File 1997-039266 of the Official Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 89° 14' 32" West 392.09 feet to a 1/2" iron rod set for corner;

THENCE; South 0° 02' 09" West 178.77 feet to a 1/2" iron rod set for corner in the North right-of-way line of State Highway 35;

THENCE; North 89° 57' 50" West 60.00 feet, along the North right-of-way line of State Highway 35, to a concrete monument found for angle point in said right-of-way line;

THENCE; North 0° 21' 33" West 7.81 feet, along said right-of-way line, to a concrete monument found angle point in said right-of-way line;

THENCE; North 0° 02' 44" East 402.37 feet, along the East line of a 2.97 acre tract described in a deed recorded in Volume 1361, Page 274 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod found for corner at the Northeast corner of said 2.97 acre tract;



THENCE; North 89° 59' 46" West 391.46 feet, along the North line of said 2.97 acre tract, to a 1/2" iron rod found for corner in the West line of said 20.751 acre tract;

THENCE; North 28° 15' 19" West 540.89 feet, along the West line of said 20.751 acre tract, to a 1/2" iron rod found for corner at the Northwest corner of said 20.751 acre tract;

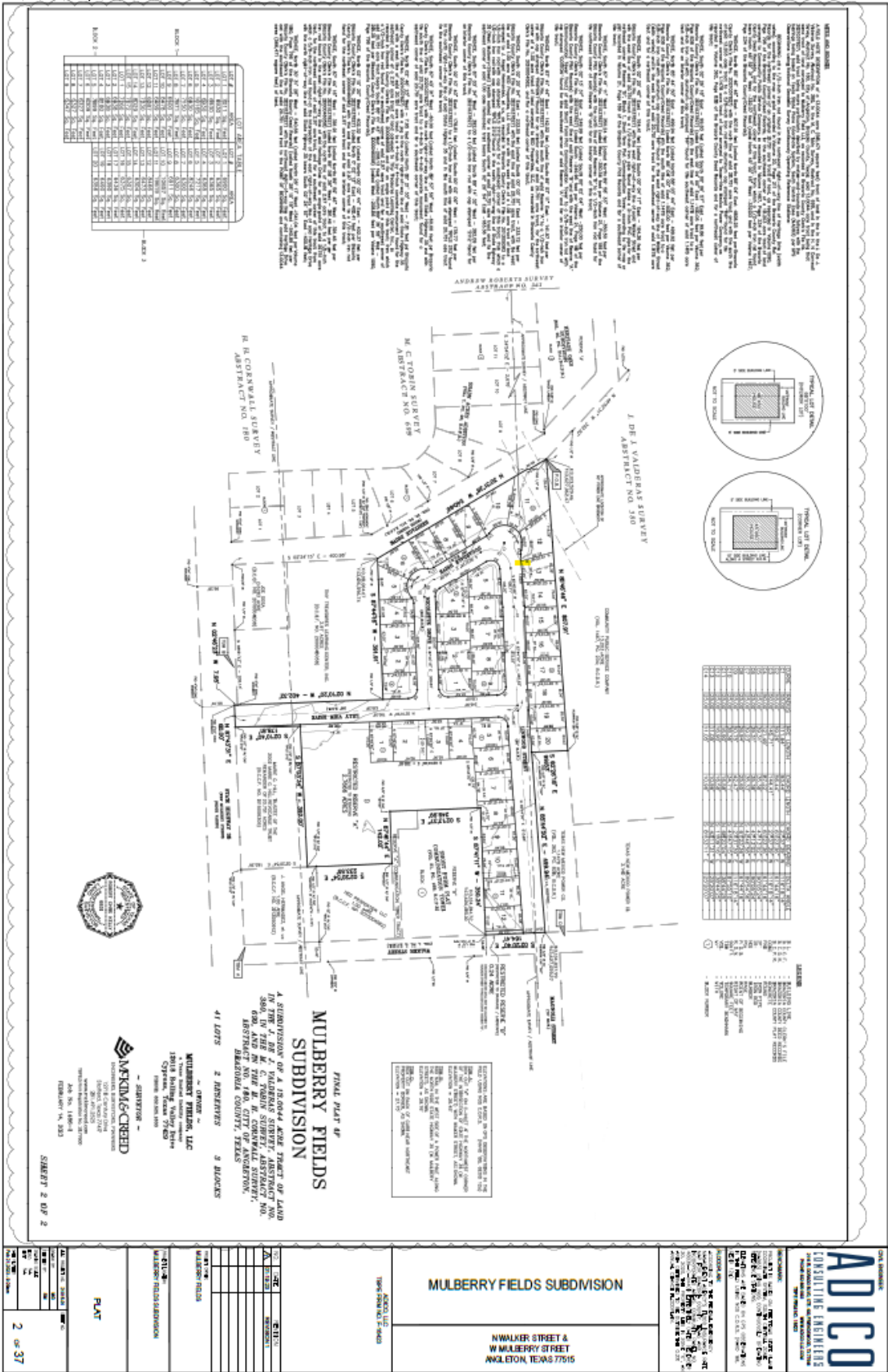
THENCE; North 88° 04' East (Reference Bearing) 808.25 feet, along the North line of said 20.751 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Northwest corner of the aforementioned 1.1478 acre tract;

THENCE; South 0° 06' 57" East 99.86 feet, along the West line of said 1.1478 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Southwest corner of said 1.1478 acre tract;

THENCE; North 88° 03' 44" East 499.92 feet, along the South line of said 1.1478 acre tract, to the place of beginning.

Said tract therein containing 13.02 acres of land.

**EXHIBIT "B"**



**EXHIBIT "C"**  
CAF Memo

**EXHIBIT "D"**  
Perimeter Fencing







February 13, 2023

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

Re: On-Going Services  
Mulberry Fields Subdivision Construction Plans (revised layout) – 6<sup>th</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10336228

Dear Mr. Spriggs:

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

1. Sheet 12 of 38 - Verify proposed 100-yr HGL shown. The proposed values shown appear to exceed the allowable ponding notated in Brazoria County Drainage Criteria Manual Section 5 – 5.4.1.
2. Sheet 13 of 38 –
  - a. Verify utility conflict and update drawing(water and storm sewer).
  - b. Verify and update plan to notate proposed connection locations on water/wastewater or remove if not needed.
3. Sheet 18 of 38 - Verify and update 100-yr HGL shown. This does not appear to match the values shown on Sheet 12 of 37.
4. Sheet 20 of 38 - Verify and update elevation (18.00' shown on sheet 19) and pump/ head calculations to match the updated pond layout.

The proposed construction plans are 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 Mulberry Fields Subdivision Construction Plans (revised layout) 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 (10336228)

Attachments

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANGLETON, TEXAS AND  
MULBERRY FIELDS, LLC.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Mulberry Fields, LLC, a Texas Limited Liability Company (“Developer”).

WHEREAS Developer is the owner of certain Property containing approximately 13.02 acres of land located within the corporate boundaries of the City, and more particularly described on **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 Mulberry Fields Subdivision, which subdivision will consist of forty - one (41) lots (the “Project”) as depicted on the Preliminary Plat of the Mulberry Fields Subdivision attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Plat”); and

WHEREAS the Property is zoned SF-6.3 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*”, “*Mulberry Fields*”, “*Project*” shall have the meanings provided in the recitals above, however “Property” is further defined as a residential subdivision which will consist of forty-one lots developed on 13.02 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall 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 as related 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 by all necessary parties on this Agreement.

**ARTICLE I**  
**Covenants**

Section 1.01 **Permitted Uses.** The Project shall be limited to the development of single-family dwellings, and uses in the Project shall be those permitted by the SF-6.3 zoning district or its successors.

Section 1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat. The minimum lot area shall be 6,300 square feet. Our minimum lot width shall be 60 feet and minimum lot depth shall be 100 feet.

LOT AREA TABLE			
LOT #	AREA	LOT #	AREA
LOT 1	7011 Sq. Feet	LOT 1	6900 Sq. Feet
LOT 2	6930 Sq. Feet	LOT 2	6365 Sq. Feet
LOT 3	6930 Sq. Feet	LOT 3	6365 Sq. Feet
LOT 4	6930 Sq. Feet	LOT 4	6365 Sq. Feet
LOT 5	10165 Sq. Feet	LOT 5	7217 Sq. Feet
LOT 6	6930 Sq. Feet	LOT 6	8246 Sq. Feet
LOT 7	7150 Sq. Feet	LOT 7	6300 Sq. Feet
LOT 8	7971 Sq. Feet	LOT 8	6300 Sq. Feet
LOT 9	6500 Sq. Feet	LOT 9	6911 Sq. Feet
LOT 10	8478 Sq. Feet	LOT 10	10657 Sq. Feet
LOT 11	6459 Sq. Feet	LOT 11	19619 Sq. Feet
LOT 12	6387 Sq. Feet	LOT 12	8466 Sq. Feet
LOT 13	7330 Sq. Feet	LOT 13	6473 Sq. Feet
LOT 14	8029 Sq. Feet	LOT 14	6304 Sq. Feet
LOT 15	7072 Sq. Feet	LOT 15	6307 Sq. Feet
LOT 1	7260 Sq. Feet	LOT 16	6375 Sq. Feet
LOT 2	6938 Sq. Feet	LOT 17	6436 Sq. Feet
LOT 3	6938 Sq. Feet	LOT 18	6390 Sq. Feet
LOT 4	8180 Sq. Feet	LOT 19	6490 Sq. Feet
LOT 5	7899 Sq. Feet	LOT 20	6356 Sq. Feet
LOT 6	6309 Sq. Feet		
LOT 7	6327 Sq. Feet		
LOT 8	6327 Sq. Feet		
LOT 9	6347 Sq. Feet		

Section 1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as Section 28-45 SF-6.3, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

Section 1.05 **Fees-in-Lieu.** The Developer agrees to pay the City fees in lieu of dedication of park acres in the amount of Twenty-three Thousand Five Hundred Seventy-Five and 00/100 (\$23,575.00). The fee is calculated at the rate of forty-one (41) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all forty-one (41) residential lots prior to the recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

Section 1.06 **CAF Fees.** Developer agrees to pay CAF fees in the amount of fifty seven thousand three hundred twenty-nine dollars and 48/100 Dollars (\$57,329.498) prior to recording of the final plat of the Project, as set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"** and shall be paid to the City as set forth therein.

Section 1.07 **Perimeter Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit "D"** attached hereto. Perimeter fencing shall be installed along the property lines of all lots and reserves with frontage along Walker St. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap. All perimeter fencing as identified in **Exhibit "Exhibit D"** shall be maintained by the HOA.

Section 1.08 **Conduit.** Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

Section 1.09 **Streetlights.** Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.10 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

Section 1.11 **Homeowner's Association.** Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event Owner's Association becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this agreement and shall have all authority granted to the Association by virtue of this document and related Property Owner's Association Bylaws including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the subdivider or the

homeowners' association.

- (b) b. The articles of the HOA shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements that are calculated by the city engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. 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 articles shall require that board of directors file with the city annual reports of maintenance and that 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, and that the treasurer of the property owners association shall be required to post a surety bond.

Section 1.12 **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 DEVELOPER

Section 2.01 **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.

Section 2.02 **Developer's Right to Continue Development.** The City and the Developer hereby agree that, subject to Section 4.04 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 III**  
**MATERIAL BREACH, NOTICE AND REMEDIES**

Section 3.01 **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.

5. An attempt by the City to withhold access or connection to City Water and/or Sanitary Sewer systems.

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.

**Section 3.02 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 3.04 and subsequently exercise the applicable remedy under Section 3.05.

### Section 3.03 **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, 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 3.04 and subsequently exercise the applicable remedy under Section 3.05.

**Section 3.04 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 in the mediation shall share the costs of the mediation equally.

### Section 3.05 **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 3.04, 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 3.04, 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 IV** **ADDITIONAL TERMS**

Section 4.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 10 years from the date of execution.

Section 4.02 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. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned or withheld. 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.

Section 4.03 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.

Section 4.04 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.

Section 4.05 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

Developer: Mulberry Fields, LLC  
Attn: Corey Boyer  
11111 Katy Frwy, Ste 425  
Houston, TX 77079  
Telephone No.: 832-525-1633  
Email:  
[corey@developmentoftexas.com](mailto:corey@developmentoftexas.com)

Section 4.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 4.07 **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 ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

Section 4.08 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.

Section 4.09 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.

Section 4.10 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.

Section 4.11 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.

Section 4.12 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.

Section 4.13 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.

Section 4.14 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.

Section 4.15 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.

Section 4.16 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

Section 4.17 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 4.18 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 4.19 **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.

Section 4.20 **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.



Section 4.21 **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.

Section 4.22 **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

DEVELOPER  
Mulberry Fields, LLC a Limited  
Liability Company

\_\_\_\_\_  
Corey Boyer, Managing Member

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

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF BRAZORIA     §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of  
  September 2023,            by \_\_\_\_\_,  
\_\_\_\_\_ of MULBERRY FIELDS, LLC, a Texas  
Limited Liability Company, on behalf of said entity.

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

**EXHIBIT "A"****The Property**

## Legal Description of Land:

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

COMMENCING at a 2" iron pipe found in the West right-of-way line of Walker Street (City of Angleton, Texas); said iron pipe marking the Northeast corner of said 20.751 acre tract;

THENCE; South 0° 04' 17" East 99.87 feet, along the West right-of-way line of Walker Street, to a iron rod with metal cap stamped "INP" found for the place of beginning of the herein described tract at the Southeast corner of a 1.1478 acre tract out of said 20.751 acre tract; said 1.14 78 acre tract being described in a deed recorded in File (1988) Volume 362, Page 838 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 04' 17" East 164.36 feet, along the West right-of-way line of Walker Street, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northeast corner of a 2.01 acre tract out of said 20.751 acre tract; said 2.01 acre tract being described in a deed recorded in File 1997-040105 of the Official Records of Brazoria County, Texas;

THENCE; North 89° 58' 33" West 350.50 feet, along the North line of said 2.01 acre tract, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northwest corner of said 2.01 acre tract;

THENCE; South 0° 02' 04" West 250.00 feet, along the West line of said 2.01 acre tract, to an iron rod with cap stamped "Cotton" found for corner at the Southwest corner of said 2.01 acre tract;

THENCE; South 89° 57' 11" East 141.97 feet, along the South line of said 2.01 acre tract, to a 1/2" iron rod with cap stamped "RPLS 2112 6017" found for corner at the Northwest corner of a one acre tract described in a deed recorded in File 2007-001722 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 03' 51" East 232.72 feet, along the West line of said one acre tract and the West line of a one acre tract described in a deed recorded in File 1997-039266 of the Official Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 89° 14' 32" West 392.09 feet to a 1/2" iron rod set for corner;

THENCE; South 0° 02' 09" West 178.77 feet to a 1/2" iron rod set for corner in the North right-of-way line of State Highway 35;

THENCE; North 89° 57' 50" West 60.00 feet, along the North right-of-way line of State Highway 35, to a concrete monument found for angle point in said right-of-way line;

THENCE; North 0° 21' 33" West 7.81 feet, along said right-of-way line, to a concrete monument found angle point in said right-of-way line;

THENCE; North 0° 02' 44" East 402.37 feet, along the East line of a 2.97 acre tract described in a deed recorded in Volume 1361, Page 274 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod found for corner at the Northeast corner of said 2.97 acre tract;

THENCE; North 89° 59' 46" West 391.46 feet, along the North line of said 2.97 acre tract, to a 1/2" iron rod found for corner in the West line of said 20.751 acre tract;

THENCE; North 28° 15' 19" West 540.89 feet, along the West line of said 20.751 acre tract, to a 1/2" iron rod found for corner at the Northwest corner of said 20.751 acre tract;

THENCE; North 88° 04' East (Reference Bearing) 808.25 feet, along the North line of said 20.751 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Northwest corner of the aforementioned 1.1478 acre tract;

THENCE; South 0° 06' 57" East 99.86 feet, along the West line of said 1.1478 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Southwest corner of said 1.1478 acre tract;

THENCE; North 88° 03' 44" East 499.92 feet, along the South line of said 1.1478 acre tract, to the place of beginning.

Said tract therein containing 13.02 acres of land.



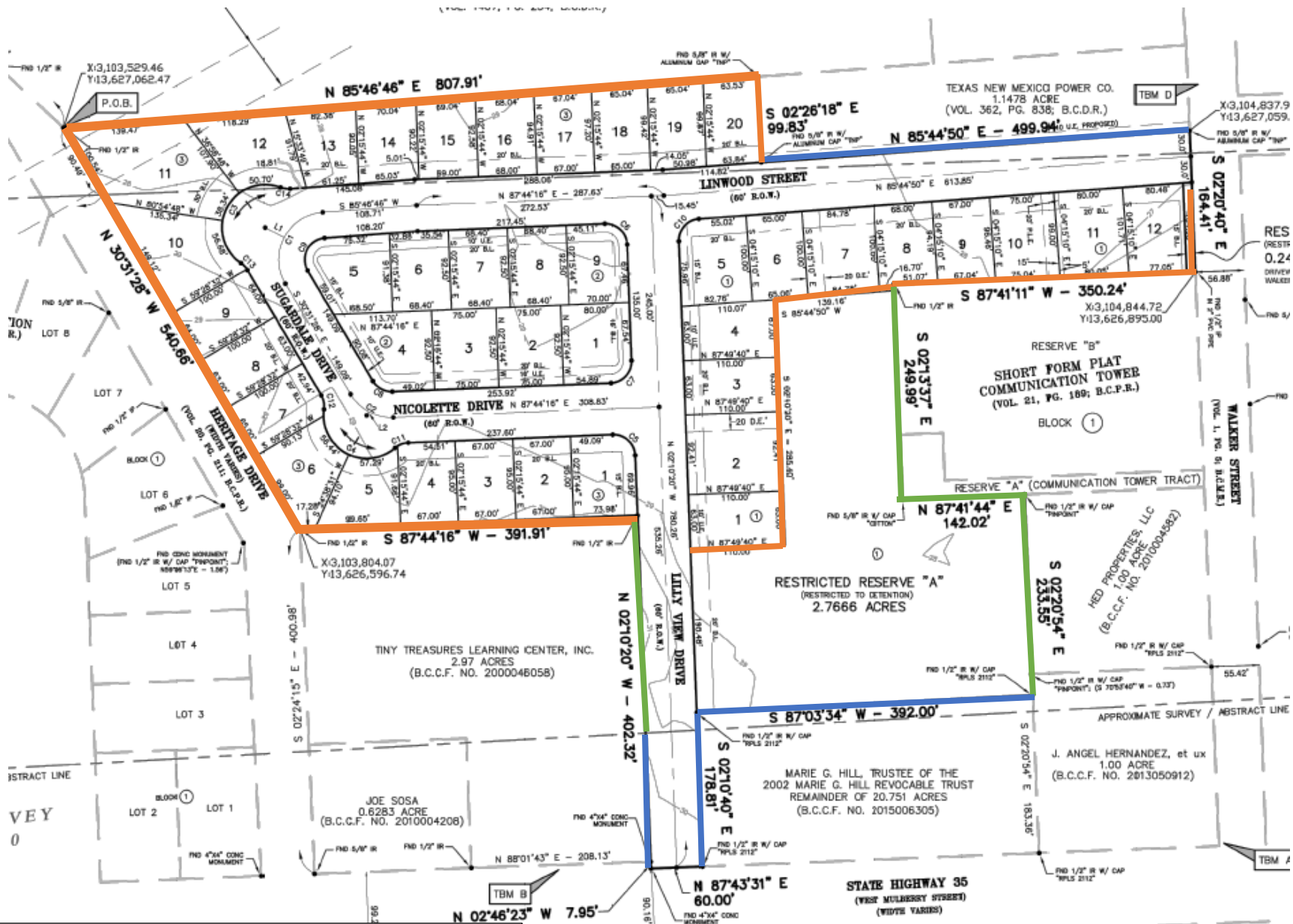
**EXHIBIT "C"**  
CAF Memo



**EXHIBIT "D"**  
Perimeter Fencing







**Property Fencing**

- Homeowner Fencing
- Developer Fencing
- Existing Fencing



March 9, 2023

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

Re: On-Going Services  
Mulberry Fields Subdivision Construction Plans (revised layout) – 7<sup>th</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10336228

Dear Mr. Spriggs:

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

1. All conditions noted in the December 9, 2022 review letter shall follow the information provided in the revised construction plan set.
2. Revised layout of the Mulberry Fields Subdivision shall be updated accordingly in the Final Plat.

HDR takes no objection to the proposed Mulberry Fields Subdivision Construction Plans (revised layout) 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 Licensed Professional Engineer licensed to practice in the State of Texas, which therefore conveys the engineer'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 (10336228)

Attachments



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on a request to approve the development agreement for Mulberry Fields Subdivision, for 41 Single Family lots, 2 reserves on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** None **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

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

The Staff and the City attorney have worked diligently to offer the attached draft of the development agreement which outlines the provisions set forth to regulate the development of the single-family subdivision, outlining the agreement to be made between the owners, developers and the City. The Developer agrees to pay the City fees in lieu of dedication of park acres as well as the CAF/ (Capacity Acquisition Fees). As noted in Section 1.10, Homeowner's Association is required of the Developer with detailed Deed Restrictions and maintenance of open space areas. The developer has submitted the tree survey plan and clearing limits plan and agrees to comply fully with the Heritage Tree Ordinance as it relates to tree caliper replacement.

The civil and construction plans have been reviewed by staff and the City Engineer as of March, 2023 and a letter of no objection is on file. The Final Subdivision Plat will be filed and submitted for final consideration at a later date.

### RECOMMENDATION:

Staff recommends approval of the development agreement for Mulberry Fields Subdivision subject to final approval by the City Attorney.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and update on various Zoning setback requirements, introducing a number Text Amendments in various Zoning Districts. No action is required.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

### EXECUTIVE SUMMARY:

During the Council session on July 25, 2023, Staff provided City Council with an analysis of the yard setback requirements of the various Zoning District categories and subdivision design principles within the City of Angleton, as compared to neighboring municipalities (See the attached table).

At the request of the City Manager, Staff is presenting an update and status on recommended changes to the Lot requirements and setback sections of the Zoning Ordinances. Our goal is to have the recommended changes reviewed by Legal and bring them before the Planning and Zoning Commission in their November session for review, discussion, and action of recommendation to City Council. Meanwhile, Staff will work diligently to engage the development professionals and community for input, participation, and comment.

In summary, Staff is recommending an increase on the standard residential lot to be located at least 35 ft. from the R.O.W., having at least a separation between homes of 15 feet (7.5 ft. setback min. modification each side). Staff will continue to fine-tune the minimum driveway debts as well as stipulations of keeping the cul-de-sac street parking as prohibited. Please see the mark-up attachment(s) to the Code of Ordinances applicable sections.

Commercial District front setbacks are recommended to be increased to 35 ft. minimum as well, with the exception of the CBD- Downtown area remaining as-is.

During the Council work session discussion of cul-de-sacs was commented on. Staff is recommending the following:

*(ADD) PARKING ON CUL-DE-SACS PROHIBITED.*

- (a) No person shall stop, stand or park any vehicle upon any cul-de-sac within the City except while actually loading and unloading and then only for a period not to exceed thirty minutes.*
- (b) All cul-de-sacs within the City are hereby designated as fire lanes.*

**RECOMMENDATION:**

Staff recommends that City Council holds the discussion on Zoning setbacks and lot size/types and provide feedback to administrative staff.



# City of Angleton Summary Table of Lot Requirements

Item 14.

Abbreviated Designation	Zoning District Name	Front Yard Setback (Feet)	Sideyard Setback (Feet)	Rear Yard Setback (Feet)	Roadway Width (Feet)
<i>Base Districts</i>					
AG	Agricultural	80	40	80	28
SFE-20	Single-Family Estate Residential-20 (minimum 20,000 square-foot lots)	40	10	25	28
SF-10	Single-Family Residential-10 (minimum 10,000 square-foot lots)	35	7.5	25	28
SF-7.2	Single-Family Residential-7.2 (minimum 7,200 square-foot lots)	35	7.5	20	30
SF-6.3	Single-Family Residential-6.3 (minimum 6,300 square-foot lots)	35	7.5	25	30
SF-5	Single-Family Residential-5 (minimum 5,000 square-foot lots)	35	5	15	30
SF-PH	Single-Family Residential-Patio Home (zero-lot-line homes)	35	Zero Lot or 10' b/t	10	30
2F	Two-Family Residential (duplex homes)	35	Zero Lot or 10' b/t	25	30
SFA	Single-Family Attached Residential (townhomes)	15	N/A	15	30
MFR-14	Multifamily Residential-14 (apartments maximum 14 units/acre)	35	15	15	30
MFR-29	Multifamily Residential-29 (apartments maximum 29 units/acre)	35	15	15	30
MFR-36	Multifamily Residential-36 (apartments maximum 36 units/acre)	40	15	15*	30
MH	Manufactured Homes	25	10*	10	30
C-N	Commercial - Neighborhood	20	15	20	*
C-MU	Commercial - Mixed-Use	20	15	20	*
C-G	Commercial - General	35	15	20	*
C-OR	Commercial - Office/Retail	35	35	15	*
CBD	Central Business District	N/A	N/A	N/A	*
LI	Light Industrial	35	10*	10*	28

City Name	Residential Districts (R1) Front	Residential (R-1) Side Yard	Residential Rear Yard	Estate Residential Front	Residential Attached (Duplex) Front	Multi-Family Residential Front	General Commercial Front	Industrial Front	Roadway Width Requirement	Website Link
Angleton	25	5	25	30	25	25	20	25	25	<a href="https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIIICOR_CH28ZO_ARTIII2ODI">https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIIICOR_CH28ZO_ARTIII2ODI</a>
Stafford	25	5	10	N/A	25	25	25	25	28	<a href="https://library.municode.com/tx/stafford/codes/code_of_ordinances?nodeId=PTIIICOR_CH102ZO_ARTIVZODI_S102-76.3LODIRE">https://library.municode.com/tx/stafford/codes/code_of_ordinances?nodeId=PTIIICOR_CH102ZO_ARTIVZODI_S102-76.3LODIRE</a>
Sugar Land	25	20	15	50	25	25	25	25	27	<a href="https://library.municode.com/tx/sugar_land/codes/land_development_code?nodeId=CH2ZORE_ARTIIIZODILAU_PT2STR EDI">https://library.municode.com/tx/sugar_land/codes/land_development_code?nodeId=CH2ZORE_ARTIIIZODILAU_PT2STR EDI</a>
Missouri City	25	5	25	35	25	15	30	25	28	<a href="https://library.municode.com/tx/missouri_city/codes/code_of_ordinances?nodeId=PTIIICOR_APXAZO_S7USD1_S7.1AR RUSIMIREDI">https://library.municode.com/tx/missouri_city/codes/code_of_ordinances?nodeId=PTIIICOR_APXAZO_S7USD1_S7.1AR RUSIMIREDI</a>
Pearland	25	7.5	N/A	40	20	25	25	35	28	<a href="https://library.municode.com/tx/pearland/codes/code_of_ordinances?nodeId=COOR_CH7_1-2COOVDICO_S7_1-2_3LOSEST">https://library.municode.com/tx/pearland/codes/code_of_ordinances?nodeId=COOR_CH7_1-2COOVDICO_S7_1-2_3LOSEST</a>
Manvel	25	5	10	25	25	25	25	25	28	<a href="https://library.municode.com/tx/manvel/codes/code_of_ordinances?nodeId=PAIIICOR_CH77ZO_ARTIIDIRE">https://library.municode.com/tx/manvel/codes/code_of_ordinances?nodeId=PAIIICOR_CH77ZO_ARTIIDIRE</a>
Alvin	25	10	25	N/A	20	25	25	10	28	<a href="https://library.municode.com/tx/alvin/codes/code_of_ordinances?nodeId=PTIIICOR_CH35COLAUSRE_ARTIIILOST_S35-12LO">https://library.municode.com/tx/alvin/codes/code_of_ordinances?nodeId=PTIIICOR_CH35COLAUSRE_ARTIIILOST_S35-12LO</a>
Friendswood	25	5	25	75	25	25	30	30	27	<a href="https://library.municode.com/tx/friendswood/codes/code_of_ordinances?nodeId=PTIICICO_APXCZO">https://library.municode.com/tx/friendswood/codes/code_of_ordinances?nodeId=PTIICICO_APXCZO</a>
League City	20	5	10	30	20	20	20	20	28	<a href="https://library.municode.com/tx/league_city/codes/code_of_ordinances?nodeId=PAIIICOR_CH125UNDECO_ARTIIIZORE_S125-3.3RESIFADI">https://library.municode.com/tx/league_city/codes/code_of_ordinances?nodeId=PAIIICOR_CH125UNDECO_ARTIIIZORE_S125-3.3RESIFADI</a>
Texas City	25	5	20	25	30	25	25	30	30	<a href="https://codelibrary.amlegal.com/codes/texascity/latest/texascity_tx/0-0-0-10381#ID_160.024">https://codelibrary.amlegal.com/codes/texascity/latest/texascity_tx/0-0-0-10381#ID_160.024</a>
Pasadena		5	25	25	25	25	25	25	28	<a href="https://library.municode.com/tx/pasadena/codes/code_of_ordinances?nodeId=COOR_CH9BUGEBURE_ARTIVSERE">https://library.municode.com/tx/pasadena/codes/code_of_ordinances?nodeId=COOR_CH9BUGEBURE_ARTIVSERE</a>
Lake Jackson	30	10	15	40	25	25	25	25	26	<a href="https://library.municode.com/tx/lake_jackson/codes/code_of_ordinances?nodeId=PTIIICOR_CH110ZO_ARTIIIZORE_S110-68SIMIRE">https://library.municode.com/tx/lake_jackson/codes/code_of_ordinances?nodeId=PTIIICOR_CH110ZO_ARTIIIZORE_S110-68SIMIRE</a>
Culdesac Lots reduce by 5 feet each side average										
Residential Estate is equivalent to Agriculture/Farming Districts in various cities.										
Unit of measurement is in "Feet"										

Sec. 28-41. - Zoning districts established.

(a) The City of Angleton, Texas is hereby divided into the following zoning districts. The use, height, area regulations, and other standards, as set out herein apply to each district. The districts established herein shall be known as:

Abbreviated Designation	Zoning District Name
<i>Base Districts</i>	
AG	Agricultural
SFE-20	Single-Family Estate Residential-20 (minimum 20,000 square-foot lots)
SF-10	Single-Family Residential-10 (minimum 10,000 square-foot lots)
SF-7.2	Single-Family Residential-7.2 (minimum 7,200 square-foot lots)
SF-6.3	Single-Family Residential-6.3 (minimum 6,300 square-foot lots)
SF-5	Single-Family Residential-5 (minimum 5,000 square-foot lots)
SF-PH	Single-Family Residential-Patio Home (zero-lot-line homes)
2F	Two-Family Residential (duplex homes)
SFA	Single-Family Attached Residential (townhomes)
MFR-14	Multifamily Residential-14 (apartments - maximum 14 units/acre)
MFR-29	Multifamily Residential-29 (apartments - maximum 29 units/acre)
MFR-36	Multifamily Residential-36 (apartments - maximum 36 units/acre)

MH	Modular Homes
C-N	Commercial - Neighborhood
C-MU	Commercial - Mixed-Use
C-G	Commercial - General
C-OR	Commercial - Office/Retail
CBD	Central Business District
LI	Light Industrial
<i>Overlay Districts</i>	
PD	Planned Development
SUP	Specific Use Permit

(b) A summary of the area regulations for the following zoning districts is included within appendix B.

(c) Certain terms and definitions used within this chapter can be found in section 28-112.

(Ord. No. 2009-O-4A, §§ (III)(13)(13.1–13.3), 4-14-09; Ord. No. 2016-O-6B, § 2, 6-14-16)

Sec. 28-42. - AG—Agricultural district.

(a) *General purpose and description:* The AG—Agricultural, district is designed to permit the use of land for the ranching, propagation and cultivation of crops and similar uses of vacant land. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agricultural until it is assigned another zoning district. It is anticipated that agricultural zoned land will

eventually be rezoned to another zoning classification in the future. The agricultural district is also appropriate for areas where development is premature due to lack of utilities or city services; to preserve areas that are unsuitable for development due to problems that may present hazards such as flooding, in which case the AG zoning designation should be retained until such hazards are mitigated and the land is rezoned; and to provide permanent greenbelts or to preserve open space areas as buffers around uses that might otherwise be objectionable or pose environmental or health hazards.

(b) *Permitted uses:*

- (1) Those uses listed for the AG—Agricultural district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Three stories, and not to exceed 40 feet, for the main building/house.
- b. Forty-five feet for agricultural structures (e.g., barns, silos, water towers, etc.), provided they are no closer than 100 feet from any front, side or rear property line.
- c. Twenty-five feet for other accessory buildings, including detached garage, garden shed, accessory dwelling units, etc.

(d) *Area regulations:*

(1) *Size of lots:*

- a. *Minimum lot area:* Five acres (217,800 square feet).
- b. *Minimum lot width:* 100 feet.
- c. *Minimum lot depth:* 150 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 80 feet.
- b. *Minimum side yard:* 40 feet for interior side yard; 80 feet for a corner lot on a street.
- c. *Minimum rear yard:* 80 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)

(3) *Parking regulations:*

- a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
- b. *Other:* See section 28-101, off-street parking and loading regulations.

- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 40 percent.
- (e) *Special requirements:*
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
  - (5) Swimming pools: See section 28-110.
  - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
  - (7) Any nonresidential land use or structure which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
  - (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
    - Off-street parking and loading requirements (section 28-101).
    - Landscape requirements (section 28-102).
    - Accessory structure and use regulations (section 28-103).
    - Fencing, walls and screening requirements (section 28-104).
    - Exterior construction and design requirements (section 28-105).
    - Supplemental regulations (section 28-106).

- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(14)(14.1–14.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-43. - SFE-20—Single-family estate residential-20 district.

- (a) *General purpose and description:* The SFE-20—Single-Family Estate Residential-20, district is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 20,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SFE-20 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SFE-20 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
  - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- a. *Minimum lot area:* 20,000 square feet.
  - b. *Minimum lot width:* 100 feet.

- c. *Minimum lot depth*: 125 feet.
- (2) *Size of yards*:
- a. *Minimum front yard*: ~~30~~ 40 feet.
  - b. *Minimum side yard*: Ten feet for interior side yard; 20 feet for a corner lot; 30 feet for a key corner lot.
  - c. *Minimum rear yard*: 25 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)
- (3) *Parking regulations*:
- a. *Single-family dwelling unit*: A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
  - b. *Other*: See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit*: None.
- (5) *Minimum exterior construction standards*: See section 28-14.
- (6) *Maximum impervious surface coverage*: 50 percent.
- (e) *Special requirements*:
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
  - (5) Swimming pools: See section 28-110.
  - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
  - (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.

**Commented [OS1]:** In comparison to adjacent cities, Staff is recommending a minimum setback on estate lots to be "40 ft.". (Discussed 7/25/2023 Workshop)



(8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(15)(15.1–15.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-44. - SF-10—Single-family residential-10 district.

- (a) *General purpose and description:* The SF-10—Single-Family Residential-10, district is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 10,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-10 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*

- (1) Those uses listed for the SF-10 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- Two and one-half stories, and not to exceed 35 feet, for the main building/house.
  - One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- Minimum lot area:* 10,000 square feet.
  - Minimum lot width:* 80 feet.
  - Minimum lot depth:* 110 feet.
- (2) *Size of yards:*
- Minimum front yard:* 30-35 feet.
  - Minimum side yard:* Seven and one-half feet for interior side yard; fifteen feet for a corner lot on a street; 30 feet for a key corner lot.
  - Minimum rear yard:* 25 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*
- Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
  - Other:* See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.

**Commented [OS2]:** In comparison to adjacent cities, Staff is recommending a minimum setback to be "35 ft." on the standard SF lots due to increased familiar parking needs. (Discussed 7/25/2023 Workshop)

- (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
- (5) Swimming pools: See section 28-110.
- (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(16)(16.1–16.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-45. - SF-7.2—Single-family residential-7.2 district.

- (a) *General purpose and description:* The SF-7.2—Single-Family Residential-7.2, district is intended to provide for development of primarily detached, single-family residences on smaller and more compact lots of not less than 7,200 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-7.2 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-7.2 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- Two and one-half stories, and not to exceed 35 feet, for the main building/house.
  - One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- Minimum lot area:* 7,200 square feet.
  - Minimum lot width:* 60 feet.
  - Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- Minimum front yard:* 25-35 feet.
  - Minimum side yard:* Five-7'-6" (Minimum 15 ft. between residential structures) feet for interior side yard; 15 feet for a corner lot on a street; 25 feet for a key corner lot.
  - Minimum rear yard:* 20 feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*

**Commented [OS3]:** In comparison to adjacent cities, Staff is recommending a minimum setback to be "35 ft." on the standard SF lots due to increased familiar parking needs. (Discussed 7/25/2023 Workshop)

**Commented [OS4]:** Consider increasing minimum distance between homes to be 15 ft. on standard residential lots.

- a. *Single-family dwelling unit*: A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
- b. *Other*: See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit*: None.
- (5) *Minimum exterior construction standards*: See section 28-105.
- (6) *Maximum impervious surface coverage*: 60 percent.
- (e) *Special requirements*:
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
  - (5) Swimming pools: See section 28-110.
  - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
  - (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
  - (8) *Other regulations*: See sections 28-101 through 28-112 regarding development standards for:
    - Off-street parking and loading requirements (section 28-101).
    - Landscape requirements (section 28-102).
    - Accessory structure and use regulations (section 28-103).
    - Fencing, walls and screening requirements (section 28-104).

- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(17)(17.1–17.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-46. - SF-6.3—Single-family residential-6.3 district.

- (a) *General purpose and description:* The SF-6.3, Single-Family Residential-6.3, district is intended to provide for development of primarily detached, single-family residences on small, compact lots of not less than 6,300 square feet in size in logical neighborhood units.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-6.3 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
    - a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
    - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
    - a. *Minimum lot area:* 6,300 square feet.
    - b. *Minimum lot width:* 60 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*

- a. *Minimum front yard:* 20-35 feet.
  - b. *Minimum side yard:* Five feet 7'-6" (Minimum of 15 ft. between residential structures) for interior side yard; 15 feet for a corner lot on a street; 25 feet for a key corner lot.
  - c. *Minimum rear yard:* Twenty feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*
- a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
  - b. *Other:* See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
  - (5) Swimming pools: See section 28-110.
  - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
  - (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.

**Commented [OS5]:** In comparison to adjacent cities, Staff is recommending a minimum setback to be "35 ft." on the standard SF lots due to increased familiar parking needs. (Discussed 7/25/2023 Workshop)

**Commented [OS6]:** Consider increasing minimum distance between homes to be 15 ft. on standard residential lots.

(8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(18)(18.1–18.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16)

Sec. 28-47. - SF-5—Single-family residential-5 district.

- (a) *General purpose and description:* The SF-5—Single-Family Residential-5, district is intended to provide for development of primarily detached, single-family residences on small, compact lots of not less than 5,000 square feet in size in logical neighborhood units.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-5 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*



- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
  - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
    - a. *Minimum lot area:* 5,000 square feet.
    - b. *Minimum lot width:* 50 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 20-35 feet.
    - b. *Minimum side yard:* Five feet for interior side yard; 15 feet for a corner lot on a street; 25 feet for a key corner lot.
    - c. *Minimum rear yard:* 20-15 feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
  - (3) *Parking regulations:*
    - a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
    - b. *Other:* See section 28-101, off-street parking and loading regulations.
  - (4) *Minimum floor area per dwelling unit:* None.
  - (5) *Minimum exterior construction standards:* See section 28-105.
  - (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.

**Commented [OS7]:** In comparison to adjacent cities, Staff is recommending a minimum setback to be "35 ft." on the standard SF lots due to increased familiar parking needs. (Discussed 7/25/2023 Workshop)

**Commented [OS8]:** Accessory buildings shall be 5 ft. from the rear and side property lines, and outside of any recorded easement.

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- (5) Swimming pools: See section 28-110.
- (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(19)(19.1–19.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16)

Sec. 28-48. - SF-PH—Single-family residential—Patio home district (Zero-lot-line homes).

- (a) *General purpose and description:* The SF-PH—Single-Family Residential-Patio Home, district is designed to provide for development of primarily detached single-family residences on compact lots having one side yard reduced to zero feet (i.e., "zero-lot-line"), and having not less than 5,000 square feet. Patio home developments shall be arranged in a clustered lot pattern with a common usable open space system that is an integral part of the development. Areas zoned for the SF-PH district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
  - (1) Those uses listed for the SF-PH district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
  - (1) *Maximum height:*
    - a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
    - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
  - (1) *Size of lots:*
    - a. *Minimum lot area:* 5,000 square feet.
    - b. *Maximum project size:* The maximum size of a patio home development shall be 40 acres.
    - c. *Minimum lot width:* 50 feet.
    - d. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 20 feet; 25-35 feet to the garage door face for front-entry homes.
    - b. *Minimum side yard:* One side yard reduced to zero feet; other side yard a minimum of ten feet required with 15 feet required on corner lots adjacent to a residential or collector street, and 20 feet required on corner lots adjacent to an arterial street; 20 feet for a key corner lot on any street.
    - c. *Minimum rear yard:* Ten feet for the main building and any accessory building(s); 25 feet for rear entry garage.

**Commented [OS9]:** In comparison to adjacent cities, Staff is recommending a minimum setback to be "35 ft." due to increased familiar parking needs. (Discussed 7/25/2023 Workshop)

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- (3) **Parking regulations:**
- a. **Single-family dwelling unit: A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.**
  - b. *Other:* See section 28-101, off-street parking and loading requirements.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 70 percent.
- (e) *Special requirements:*
- (1) Patio home developments shall be developed as zero-lot-line homes. One side yard shall be reduced to zero feet, while the other side yard shall be a minimum of ten feet; 15 feet for a corner lot on the residential or collector street side, or 20 feet for a corner lot on an arterial street. A minimum five-foot wide maintenance and utility easement shall be placed on the adjacent lot (i.e., the other side of the zero-lot-line) to enable the property owner to maintain that portion of his/her house that is on the zero-lot-line. Side yards and maintenance and utility easements shall be shown on the subdivision plat. A minimum separation between patio homes of ten feet shall be provided. Roof overhangs will be allowed to project into the maintenance and utility easement a maximum of 24 inches, but the maintenance and utility easement shall remain reasonably accessible to the adjacent homeowner to perform maintenance and repairs to all portions of the exterior of his/her home. No accessory building, pool, or stored materials (e.g., firewood, garden or construction materials, etc.) shall be located or stored within the maintenance easement; wooden decking may be located within the maintenance easement.
  - (2) Maintenance requirements for common areas. A property owners association is required for continued maintenance of common land and facilities.
  - (3) Single-family lots and detached dwellings constructed in this district shall conform to the standards as set forth in the SF-5 zoning district.
  - (4) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (5) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
  - (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (7) **Homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.**

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- (8) Swimming pools: See section 28-110.
- (9) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
- (10) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (11) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(20)(20.1–20.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-49. - 2F—Two-family residential district (Duplex homes).

- (a) *General purpose and description:* The 2F—Two-Family Residential, district is intended to promote stable, quality multiple-occupancy residential development at slightly

increased densities. Individual ownership of each of the two-family or duplex units is encouraged. This district is typically used as a "buffer" or transition district between lower density residential areas and higher density or nonresidential areas or major thoroughfares. Areas zoned for the 2F district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns which discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

(b) *Permitted uses:*

- (1) Those uses listed for the 2F district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
- b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.

(d) *Area regulations:*

(1) *Size of lots for two-family/duplex homes:*

- a. *Minimum lot area:* 10,000 square feet per pair of dwelling units; 5,000 square feet per dwelling unit.
- b. *Minimum lot width:* 80 feet.
- c. *Minimum lot depth:* 100 feet.

(2) *Size of yards for two-family/duplex homes:*

- a. *Minimum front yard:* 25-35 feet; 25-35 feet to the garage door face for front-entry homes.
- b. *Minimum side yard:* Five feet required with 15 feet required on corner lots adjacent to a residential or collector street, and 20 feet required on corner lots adjacent to an arterial street; 25 feet for key corner lot on any street.
- c. *Minimum rear yard:* 25 feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for exceptions.)

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(3) *Parking regulations:*

- a. A minimum of two parking spaces for each dwelling unit on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.

b. Also see section 28-101, off-street parking and loading regulations.

(4) *Minimum floor area per dwelling unit for two-family/duplex homes:* None.

(5) *Minimum exterior construction standards:* See section 28-105.

(6) *Maximum impervious surface coverage:* 60 percent.

(e) *Special requirements:*

(1) Single-family lots and detached dwellings constructed in this district shall conform to the standards as set forth in the SF-6.3 zoning district.

(2) The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

(3) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling purposes.

(4) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.

(5) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.

(6) Single-family and two-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.

(7) *Swimming pools:* See section 28-110.

(8) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).

(9) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.

(10) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).

- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(21)(21.1–21.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-50. - SFA—Single-family attached residential district (Townhomes).

- (a) *General purpose and description:* The SFA—Single-Family Attached Residential, district is intended to promote stable, quality, attached-occupancy residential development on individual lots at higher residential densities. Individual ownership of each lot and dwelling unit is encouraged. This district may be included within certain areas of neighborhoods or, when in accordance with the intent of the comprehensive plan, may provide a "buffer" or transition district between lower density residential areas and multifamily or nonresidential areas or major thoroughfares. Areas zoned for the SFA district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns which discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SFA district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building or house.



- b. One story for other accessory buildings, including detached garage, carports, garden shed, gazebo, clubhouse, mail kiosks, etc.
  - c. Other requirements (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lots:*
    - a. *Minimum lot area:* 2,500 square feet.
    - b. *Maximum density:* Ten units per gross acre of land area within the development.
    - c. *Maximum project size:* The maximum size of a single-family attached residential development shall be 25 acres.
    - d. *Minimum lot width:* 20 feet.
    - e. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 15 feet; front yard setbacks shall be staggered in at least four-foot increments such that no more than two units have the same front setback in a row; no front-entry garages permitted unless the garage door or carport access opening is set back at least 20 feet from the property line (i.e., the right-of-way or street easement line).
    - b. *Minimum side yard:*
      - 1. Single-family attached dwellings shall not have an interior side yard; however, a minimum ten-foot side yard is required for a corner lot adjacent to a residential street or alley that only serves lots within the SFA subdivision, a minimum 15-foot side yard is required for a corner lot adjacent to a residential or collector street serving lots outside the SFA subdivision, a minimum 20-foot side yard is required for a corner lot adjacent to an arterial street. The ends of any two adjacent building complexes or rows of buildings shall be at least 15 feet apart.
      - 2. A complex or continuous row of attached single-family dwellings shall have a minimum length of four dwelling units (quadriplex), a maximum length of eight dwelling units.
    - c. *Minimum rear yard:* 15 feet for the main building and any accessory building(s); 20 feet for rear entry garage.
  - (3) *Maximum lot coverage:* 70 percent by main and accessory buildings on each individual lot.
  - (4) *Parking regulations:*
    - a. A minimum of two parking spaces for each dwelling unit, located in front, behind, beside or incorporated into the dwelling unit and located on the same

lot as each dwelling unit (see section 28-101, off-street parking and loading requirements).

- b. Designated visitor parking spaces shall be provided in off-street, common areas at a ratio of one guest/visitor space per four units. SFA developments that include a two-car garage or carport and driveway area equivalent to two additional parking spaces on each lot are not required to provide visitor parking spaces.
  - c. Additional parking shall be required for any recreational uses, clubhouse, office, sales offices and other similar accessory structures and uses.
- (5) *Minimum floor area per dwelling unit:* 800 square feet of air-conditioned floor area.
- (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Maintenance requirements for common areas.* A property owners association is required for continued maintenance of common land and facilities.
  - (2) *Streets.* Two-way streets that serve 25 or fewer lots within a SFA development shall provide a 50-foot right-of-way and a 28-foot wide roadway. One-way streets that serve 25 or fewer lots within a SFA development shall provide a 20-foot right-of-way and a 14-foot wide roadway. All street corners and curves shall be designed to accommodate access by a fire truck. Streets may be privately owned or, if constructed to city standards, publicly dedicated streets. Streets serving more than 25 lots shall comply with the normal standards for residential, collector or arterial streets.
  - (3) *Refuse facilities.* Solid waste disposal services may be provided individually to each unit in the development in the same manner as other single-family developments or through the use of a common refuse facility. A common refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk from more than one dwelling. All common refuse containers shall be maintained in accordance with local public health and sanitary regulations. Common refuse facilities shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies and shall be screened in accordance with subsection 28-104(b)(7) of this chapter (see illustrations 16 and 17 for refuse container enclosure diagrams).
  - (4) All utilities shall be provided separately to each lot within an SFA district so that each unit is individually metered.
  - (5) Any residential development of a lower density than provided for in SFA districts is allowed here provided such development is in accordance with the applicable district regulations of such lower density uses.
  - (6) Each SFA lot shall contain a private yard with not less than 300 square feet of area (i.e., a back yard or large side yard). Private yards may include a patio cover,

gazebo or other similar non-enclosed structure which does not cover more than 25 percent of the area of the private yard, and they may also include a swimming pool, swing set, play fort, or other private leisure amenity.

- (7) The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.
- (8) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (9) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
- (10) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (11) Homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
- (12) A site plan shall be required for any SFA development, or for any other type of development in the SFA district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
  - Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).

- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(16) *Screening requirements.* A screening fence along shared property lines between SFA districts and other single-family zoning districts shall be required. Said screening fence shall comply with the requirements of section 28-104.

(Ord. No. 2009-O-4A, §§ (III)(22)(22.1–22-5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2015-O-11A, § 2, 11-10-15; Ord. No. [20190910-009](#), § 2, 9-10-19)

Sec. 28-51. - MFR-14—Multifamily residential-14 district (Apartments).

- (a) *General purpose and description:* The MFR-14—Multifamily Residential-14, district is an attached residential district intended to provide moderate residential density of up to 14 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-14 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the MFR-14 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*

- (1) *Maximum height:*
- a. Two stories, and not to exceed 35 feet, for the main building(s).
  - b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
  - c. Other requirements (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lots:*
- a. *Minimum lot area:* 3,000 square feet per dwelling unit, not to exceed 14 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
  - b. *Minimum lot width:* 60 feet.
  - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* ~~25~~35 feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.
  - b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
    1. *One-story building:* 25 feet.
    2. *Two-story building:* 50 feet.
  - c. *Building separation:*
    1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.
    2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
    3. *Between a main building and an accessory building:* Ten feet.
- (3) *Minimum floor area per dwelling unit:* 600 square feet of air-conditioned floor area.
- (4) *Maximum impervious surface coverage:* 50 percent.
- (5) *Parking regulations:*
- a. One space for each efficiency or one-bedroom unit.
  - b. Two spaces for each two-bedroom unit.
  - c. Two and a half spaces for each three-bedroom unit.
  - d. Three spaces for each four- or more bedroom unit.

- e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
  - f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
  - g. At least one resident parking space per dwelling unit shall be covered.
  - h. See section 28-101, off-street parking and loading requirements, for additional requirements.
- (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
  - (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).
  - (3) *Screening requirements:* See section 28-104 for screening requirements.
  - (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
  - (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
  - (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
  - (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
  - (9) Buildings shall not exceed 200 feet in length.
  - (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be

used to meet the minimum parking requirements, and shall not be visible from a public street.

- (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-14 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
  - Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).

- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(23)(23.1–23.6), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. [20190910-010](#), §§ 2, 3, 9-10-19; Ord. No. [20191112-008](#), § 2, 11-12-19)

Sec. 28-52. - MFR-29—Multifamily residential-29 district (Apartments).

- (a) *General purpose and description:* The MFR-29—Multifamily Residential-29 district is an attached residential district intended to provide high residential density of up to 29 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-29 district shall have, or shall make provision for City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the MFR-29 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Three stories, and not to exceed 40 feet, for the main building(s).
  - b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
  - c. Other requirements (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lots:*



- a. *Minimum lot area:* 1,500 square feet per dwelling unit, not to exceed 29 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
  - b. *Minimum lot width:* 60 feet.
  - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* ~~25~~35 feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.
  - b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
    - 1. *One-story building:* 25 feet.
    - 2. *Two-story building:* 50 feet.
  - c. *Building separation:*
    - 1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.
    - 2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
    - 3. *Between a main building and an accessory building:* Ten feet.
- (3) *Minimum floor area per dwelling unit:* 600 square feet of air conditioned floor area.
- (4) *Maximum impervious surface coverage:* 50 percent.
- (5) *Parking regulations:*
- a. One and a half spaces for each efficiency or one-bedroom unit.
  - b. Two spaces for each two-bedroom unit.
  - c. Two and a half spaces for each three-bedroom unit.
  - d. Three spaces for each four- or more bedroom unit.
  - e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
  - f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
  - g. At least one resident parking space per dwelling unit shall be covered.
  - h. See section 28-101, off-street parking and loading requirements, for additional requirements.
- (6) *Minimum exterior construction standards:* See section 28-105.

(e) *Special requirements:*

- (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
- (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).
- (3) *Screening requirements:* See section 28-104 for screening requirements.
- (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
- (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
- (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
- (9) Buildings shall not exceed 200 feet in length.
- (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be used to meet the minimum parking requirements, and shall not be visible from a public street.
- (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.

- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-29 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(24)(24.1–24-5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16; Ord. No. [20190910-010](#), § 4, 9-10-19; Ord. No. [20191112-008](#), § 3, 11-12-19)

Sec. 28-53. - MFR-36—Multifamily residential-36 district (Apartments).

- (a) *General purpose and description:* The MFR-36—Multifamily Residential-36 district is an attached residential district intended to provide the highest residential density of up to 36 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-36 district shall have, or shall make provision for City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the MFR-36 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
    - a. Three stories, and not to exceed 40 feet, for the main building(s).
    - b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
    - c. Other requirements (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lots:*
    - a. *Minimum lot area:* 1,200 square feet per dwelling unit, not to exceed 36 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
    - b. *Minimum lot width:* 60 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* ~~25-40~~ feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.

- b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
  - 1. *One-story building:* 25 feet.
  - 2. *Two-story building:* 50 feet.
  - 3. *Over two-story building:* 75 feet.
- c. *Building separation:*
  - 1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.
  - 2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
  - 3. *Over two-story buildings (or an over two-story building adjacent to a one- or two-story building):* 25 feet for buildings with or without openings.
  - 4. *Between a main building and an accessory building:* Ten feet.
- (3) *Minimum floor area per dwelling unit:* 600 square feet of air conditioned floor area.
- (4) *Maximum impervious surface coverage:* 50 percent.
- (5) *Parking regulations:*
  - a. One and a half spaces for each efficiency or one-bedroom unit.
  - b. Two spaces for each two-bedroom unit.
  - c. Two and a half spaces for each three-bedroom unit.
  - d. Three spaces for each four- or more bedroom unit.
  - e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
  - f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
  - g. At least one resident parking space per dwelling unit shall be covered.
  - h. See section 28-101, off-street parking and loading requirements, for additional requirements.
- (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
  - (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
  - (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving

garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).

- (3) *Screening requirements:* See section 28-104 for screening requirements.
- (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
- (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
- (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
- (9) Buildings shall not exceed 200 feet in length.
- (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be used to meet the minimum parking requirements, and shall not be visible from a public street.
- (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.

(15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-36 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).

(16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(25)(25.1–25.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16; Ord. No. [20190910-010](#), § 5, 9-10-19; Ord. No. [20191112-008](#), § 4, 11-12-19)

Sec. 28-54. - MH—Manufactured home district.

(a) *General purpose and description:* The MH, Manufactured Home, district is a detached residential district establishing standards for the development of HUD-Code manufactured home parks and subdivisions. HUD-Code manufactured home

subdivisions include individually platted lots for sale within the subdivision, for the placement of manufactured home units. A manufactured home park offers spaces for the placement of manufactured home units on a lease or rental basis. The manufactured home district establishes area and design requirements for parks and subdivisions, as well as yard requirements for individual lots. Both parks and subdivisions provide open space and recreational areas appropriate for the acreage and number of units contained. Areas zoned for the MH district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

(b) *Permitted uses:*

- (1) Those uses listed for the MH district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Area regulations:*

- (1) *Size of yards* (for each space within manufactured home park or subdivision):

a. **Minimum front yard: 25 feet from a dedicated street; 15 feet from any private street or drive.** See section 28-106 for additional setback requirements.

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b. *Minimum side yard:* Ten feet; 20 feet between units; 20 feet from zoning district boundary line; 15 feet for a corner lot on a residential or collector street, and 20 feet for a corner lot on an arterial street.

c. *Minimum rear yard:* Ten feet; 20 feet from any zoning district boundary line.

d. If a garage is provided, the entry (i.e., door) side of the garage shall have a 25-foot setback as measured from any property or street right-of-way line.

- (2) *Size of space* (for each space within a manufactured home park):

a. *Minimum lot area:* 4,000 square feet per unit.

b. *Minimum lot width:* 40 feet.

c. *Minimum lot depth:* 100 feet.

- (3) *Minimum floor area per dwelling unit:* 800 square feet.

- (4) *Maximum lot coverage:* 50 percent for main building/unit plus any accessory buildings.

- (5) *Parking regulations:* Two spaces per unit located on the same lot as the unit served (see section 28-101, off-street parking and loading) line.

- (6) *Area for manufactured home park:* Minimum project area five acres; maximum project area 25 acres.



- (7) *Maximum height limit:*
- a. Two and one-half stories, and not to exceed 36 feet, for the main building/house.
  - b. One story for other accessory buildings, including detached garages, carports, management office, clubhouse, gazebo, mail kiosks, etc.
  - c. Other requirements (see section 28-106).
- (8) *Minimum exterior construction standards:* None (manufactured homes only - all other structures shall conform with section 28-105).
- (9) *Maximum impervious surface coverage:* 60 percent.
- (d) *Supplemental requirements for manufactured home parks:*
- (1) *Tenant parking:* Each parking space shall be an approved all-weather surface, in accordance with city standards, and shall be located to eliminate interference with access to parking areas provided for other manufactured homes and for public parking in the park (see section 28-101, off-street parking and loading requirements).
  - (2) *Visitor and supplemental parking:* Manufactured home parks that provide a paved parking area on each lot that accommodates fewer than four parking spaces (with spaces stacked no more than two parking spaces deep) shall provide visitor and supplemental parking in accordance with the following requirements:
    - a. Two visitor parking spaces for every three manufactured home spaces. No manufactured home lot shall be situated further than 150 feet from a visitor space.
    - b. One supplemental parking or vehicle storage space for the parking or storage of boats, campers and similar vehicles or equipment for every four manufactured home spaces. Supplemental parking spaces may be located anywhere within the manufactured home park.
    - c. Each visitor and/or supplemental parking space will be not less than nine feet by 20, which is not to be included in the lot size for any manufactured home lot.
  - (3) *Access:* Each manufactured home community shall have direct access from an improved public street in accordance with the subdivision ordinance. Where an internal private street provides access to individual lots or dwelling units, the same shall be paved in accordance with city standards, and it shall be dedicated to the public as an emergency access or fire lane easement to allow for the rapid and safe movement of vehicles used in providing emergency health or public safety services. Each emergency access/fire lane easement shall have a clear unobstructed width of 24 feet, shall connect to a dedicated public street, and shall have a turning area and radii of a minimum of 50 feet to permit free movement of emergency vehicles. Dead end streets are not allowed. Fire lane easements shall be maintained by the manufactured home park.

Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.

- (4) *Walkways:* Designated ADA concrete walkways four feet in width will be provided on both sides of roadways or streets.
- (5) *Street names and signs:* Within each manufactured home park, all streets shall be named, and manufactured homes numbered in a logical and orderly fashion. Street signs shall be of a color and size contrasting with those on public streets and roadways so that there is no confusion regarding which are private and which are public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles. Street names shall be submitted to the city manager, along with the construction plat application, reviewed by the appropriate city staff with respect to street naming procedures set forth within the subdivision ordinance and/or the city's code of ordinances, and approved by the planning and zoning commission and the city council on the construction plat for the subdivision. The street names shall be set with construction plat approval, and shall not be changed on the final plat without city approval. All dwelling unit numbering (i.e., addressing) shall be assigned by the city manager.
- (6) *Other signs:* Along all sections of emergency access easements, the owner or agent shall erect metal signs prohibiting parking. The sign type, size, height and location shall be in accordance with the manual of uniform traffic control devices and approved by the city.
- (7) *Intersections:* Internal streets shall intersect adjoining public streets at approximately 90 degrees and at locations which will eliminate or minimize interference with traffic on those public streets.
- (8) *Street lighting:* Street lighting within the manufactured home park shall be provided in accordance with the subdivision regulations, and shall be maintained by the owners of the manufactured home park.
- (9) *Electric and telephone service:* All electrical distribution lines and all telephone lines shall be underground except the primary service lines to the park.
- (10) *Drainage and soil protection:* The ground surface in all parts of the park shall be graded and equipped to drain all surface water in a safe, efficient manner. Each manufactured home space shall provide adequate drainage for the placement of a manufactured home. Exposed ground surfaces in all parts of every manufactured home park shall be paved and/or covered with stone, brick paving, or other similar solid material, or protected with a vegetative growth (such as grass) capable of preventing soil erosion and eliminating dust.
- (11) *Firefighting:*
  - a. Approaches to all manufactured homes shall be kept clear for firefighting.
  - b. The owner or agent of a manufactured home park shall be responsible for the instruction of any staff in the use of the park fire protection equipment and

in their specific duties in the event of a fire. Owner shall supply standard city fire hydrants located within 300 feet of all manufactured home spaces, measured along the drive or street.

- c. The owner or agent of a manufactured home park shall be responsible for maintaining the entire area of the park free of dry brush, leaves and weeds in excess of six inches in height.
- (12) *Refuse facilities:* Solid waste disposal services may be provided individually to each lot in the manufactured home park in the same manner as other single-family developments or through the use of a common refuse facility. A common refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk from more than one dwelling. All common refuse containers shall be maintained in accordance with local public health and sanitary regulations. Every manufactured home lot shall be located within 150 feet of a refuse facility, measured along the designated pedestrian travel way. Common refuse facilities shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies and shall be screened in accordance with subsection 28-104(b)(7) of this chapter. (See illustrations 16 and 17 for refuse container enclosure diagrams).
- (13) *Anchorage of manufactured homes:* To insure against natural hazards such as tornados, high winds and electrical storms, anchorage for each manufactured home shall be provided according to the building code and state law.
- (14) *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, 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.
- (e) *Special requirements:*
- (1) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
  - (2) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
  - (3) *Usable open space requirements:* Except as provided below, any manufactured home development shall provide useable open space that equals or exceeds 15 percent of the total land area within the development. Usable open space areas shall be in conformance with subsections 28-48(e)(4) and 28-48(e)(5).

- (4) One playground area containing at least five pieces of play equipment shall be provided for every 100 dwelling units, or fraction thereof. The playground equipment shall be of heavy duty construction, such as is normally used in public parks or on public school playgrounds.
- (5) A site plan shall be required for any MH development, or for any other type of development in the MH district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (6) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(26)(26.1–26.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-3A, § 2, 3-8-16)

Sec. 28-55. - C-N—Commercial-Neighborhood district.

- (a) *General purpose and description:* The C-N—Commercial-Neighborhood district is established to provide for areas of smaller-scaled and pedestrian-oriented neighborhood-serving commercial and mixed use development (typically with floor plans of less than 10,000 square feet) that includes retail, services, office, eating and drinking, housing, smaller-scaled public uses, etc. Single-family housing is not permitted in this district.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-N district in section 28-51 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
    - a. Two stories, and not to exceed 30 feet, for the main building(s).
    - b. One story for accessory buildings.
    - c. Other (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
    - a. *Minimum lot area:* 5,000 square feet.
    - b. *Minimum lot width:* 25 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 20 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
    - b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
    - c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
    - d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.
  - (3) *Maximum lot coverage:* Maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).

- (4) *Maximum building size:* The maximum building foot print (first floor) area of a structure shall not exceed 10,000 square feet.
  - (5) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
  - (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):  
Shall conform to the latest TXDOT spacing standards.
  - (2) *Landscaping requirements:* See section 28-102.
  - (3) *Screening requirements:* See section 28-104.
  - (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
    - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
    - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
    - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
    - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business each day, shall be allowed in those districts where such land uses are permitted).
    - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
    - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
  - (5) Open/outside storage is prohibited without a specific use permit.
  - (6) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
  - (7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(27)(27.1–27.5), 4-14-09; Ord. No. 2013-O7C, § 4, 7-9-13)

Sec. 28-56. - C-MU—Commercial-mixed-use district.

- (a) *General purpose and description:* The C-MU—Commercial-Mixed-Use, district is established to provide for areas of large-scale, pedestrian- and auto-oriented, region-serving, mixed-use development that includes a mix of retail formats (large and small), office and business services, commercial lodging, office-oriented research and development, recreation and entertainment, etc. Multifamily residential uses are permitted in this district. Development in this district will occur under a unified master plan.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-MU district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Eight stories, and not to exceed 80 feet, for the main building(s).
  - b. One story for accessory buildings.

c. Other (see section 28-106).

(d) *Area regulations:*

(1) *Size of lots:*

- a. *Minimum lot area:* 10,000 square feet.
- b. *Minimum lot width:* 75 feet.
- c. *Minimum lot depth:* 100 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 20 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
- b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
- c. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.

(3) *Maximum lot coverage:* Maximum 80 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).

(4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.

(5) *Minimum exterior construction standards:* See section 28-105.

(e) *Special requirements:*

(1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):

Shall conform to the latest TXDOT spacing standards.

(2) *Landscaping requirements:* See section 28-102.

(3) *Screening requirements:* See section 28-104.

(4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:

- a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
- b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
- c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.



- d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
- e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.

(5) Open/outdoor storage is prohibited without a specific use permit.

(6) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

(7) Other regulations: See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls, and screening requirements (28-104).
- Exterior construction and design requirements (28-105).
- Supplemental regulations (28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(28)(28.1–28.5), 4-14-09; Ord. No. 2013-O7C, § 4, 7-9-13)

Sec. 28-57. - C-G—Commercial-general district.

- (a) *General purpose and description:* The C-G—Commercial-General, district is intended to reflect existing and future areas of larger scaled pedestrian and auto-oriented commercial development (typically with floor plans of more than 10,000 square feet) located on the city's major arterial roads, and to include a wide variety of community-serving uses that include retail, services, office, auto-related businesses, eating and drinking, recreation and entertainment, public and semi-public uses, etc. Residential uses are not permitted in this district.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-G district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
    - a. Eight stories, and not to exceed 80 feet, for the main building(s).
    - b. One story for accessory buildings.
    - c. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
    - a. *Minimum lot area:* 10,000 square feet.
    - b. *Minimum lot width:* 75 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 20-35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
    - b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
    - c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
    - d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional 20 feet for every story (or fraction thereof) above one-story in height.

- (3) *Maximum lot coverage:* Maximum 80 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
  - (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):  
Shall conform to the latest TXDOT spacing standards.
  - (2) *Landscaping requirements:* See section 28-102.
  - (3) *Screening requirements:* See section 28-104.
  - (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise permitted by a specific use permit:
    - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
    - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
    - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
    - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
    - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
    - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
  - (5) *Open/outside storage:* Open storage, without a specific use permit, is limited to a maximum of 20 percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.
  - (6) *Recreational vehicles:* Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.

(7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(29)(29.1–29.6), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-58. - C-O/R—Commercial-office/retail district.

- (a) *General purpose and description:* The C-O/R—Commercial-Office/Retail, district is intended to provide for areas of integrated professional office and retail development of quality design in a landscaped setting serving high technology, research and development, and retail development. This district provides for future areas of large-scaled pedestrian- and auto-related commercial development on the city's major arterial roads. Residential uses are not permitted in this district.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-O/R district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*

- a. Eight stories, and not to exceed 80 feet, for the main building(s).
  - b. One story for accessory buildings.
  - c. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
    - a. *Minimum lot area:* 10,000 square feet.
    - b. *Minimum lot width:* 75 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* ~~20~~35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
    - b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
    - c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
    - d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.
  - (3) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
  - (4) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
    - a. *Arterial street:* One driveway per 200 linear feet of frontage.
    - b. *Collector street:* One driveway per 100 linear feet of frontage.
    - c. *Local street:* One driveway per 50 linear feet of frontage.
  - (2) *Landscaping requirements:* See section 28-102.
  - (3) *Screening requirements:* See section 28-104.
  - (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:

- a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
  - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
  - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
  - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
  - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
  - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open/outside storage, without a specific use permit, is limited to a maximum of five percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.
- (6) Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.
- (7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls and screening requirements (section 28-104).
  - Exterior construction and design requirements (section 28-105).
  - Supplemental regulations (section 28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).

- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(30)(30.1–30.5), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-59. - CBD—Central business district.

- (a) *General purpose and description:* The development standards in the CBD—Central Business district, are designed to maintain and encourage development and redevelopment within the central business section (old downtown) of the city in a "pedestrian friendly" environment that is conducive to special events such as sidewalk sales, street dances, festivals, and other similar events. Standards for the district are generally intended to regulate development such that new structures look similar to existing ones within this section of the city. They are also intended to preserve and enhance the community's "small town" heritage and the unique character of the city's original business district.
- (b) *Permitted uses:*
- (1) Those uses listed for the CBD district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Four stories for the main building(s).
  - b. One story for accessory buildings.
  - c. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
- a. *Minimum lot area:* None specified.
  - b. *Minimum lot width:* None specified.
  - c. *Minimum lot depth:* None specified.
- (2) *Size of yards:*
- a. *Minimum front yard:* None specified.
  - b. *Minimum side yard:* None specified.

- c. *Minimum rear yard*: None specified.
  - (3) *Maximum lot coverage*: 100 percent including main and accessory buildings.
  - (4) *Maximum floor-area-ratio (FAR)*: four to one.
  - (5) *Parking requirements*: No on-site parking shall be required within this district. However, if on-site parking is provided, all parking areas shall conform to the requirements of subsection 28-101(c).
- (e) *Special requirements*:
- (1) Design standards for the CBD district.
    - a. *False fronts or parapets*: False fronts or parapets may be added to existing buildings in order to add character and detail to simple facades.
    - b. *Coloring*: Predominant exterior finish colors shall be of fired brick, similar to that which is present on adjacent existing buildings (other masonry materials may also be considered during site plan review). Trim (i.e., lintels, sills, door jambs, cornices and other similar items) shall be brick, cast stone, stone, cast or wrought iron, or concrete, and colors shall be complementary to the predominant facade colors. Accent colors for friezes, doors and door frames, window frames and mullions, signage, awnings, moldings and other similar features shall be colors that are complementary to, and compatible with, the spirit and intent of the downtown streetscape.
    - c. *Facade openings*: Facade openings shall comprise at least 40 percent of the building's facade area.
    - d. *Awnings/canopies*:
      - 1. *Ratios*: Awnings shall be at an appropriate scale to the building size and configuration. They shall not extend above the roofline of any single-story structure, or above the top of the second floor of any multi-story structure at the awnings' highest points. Awnings shall not completely obstruct any windows on the building.
      - 2. *Projection*: Since awnings must extend beyond the building face, a reasonable amount of projection shall be allowed. No awning shall extend more than five feet outward from the building face/surface.
      - 3. *Colors and materials*: A mixture of colors is recommended, but no more than three different colors shall be used for awnings on a single building facade (excluding business logo, which may have more colors). Materials shall be of cloth or canvas, or another material which is complementary to the period or building style (metal or plastic shall be prohibited).
      - 4. *Movement*: Except for slight movements that are normal for fabric canopies (i.e., along fringe, etc.), no movement shall be allowed for awnings and canopy structures.



- e. *Overhead power lines:* New utility lines to business establishments shall be placed underground or toward the rear of existing buildings.
  - f. *Pedestrian streetscape:* Pedestrian spaces shall be treated with amenities that are selected based upon their ability to unify the streetscape with the area's historic past. It is important that elements such as construction materials, colors, textures and fixture design complement the area's historic qualities. These features shall be repeated throughout the streetscape so as to unify the district as a whole.
  - g. *Furnishings:* Planters, window boxes, street furniture and other streetscape furnishings shall be complementary to the historical time frame of the CBD area, and shall be located not more than five feet from the building front/facade.
- (2) *Open storage:* Open storage is prohibited in the CBD district without a specific use permit.
- (3) Outdoor retail sales which involve the outside display of merchandise and/or seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
- a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
  - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
  - c. Shall only be located in front of the property/business which is selling the items and shall not extend into public right-of-way or onto adjacent property (without property owner permission).
  - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
  - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
  - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (4) *Architectural design:* The architectural design of buildings and sites shall strive to achieve the following objectives:
- a. Architectural compatibility;

- b. Human scale design;
- c. Integration of uses;
- d. Encouragement of pedestrian activity;
- e. Buildings that relate to, and are oriented toward, the pedestrian areas and surrounding buildings; and
- f. Buildings that contain special architectural features to signify entrances.

All building materials shall be established on architectural elevations and supporting information.

(5) *Building facade plan*: The architectural style and scale of new/renovated buildings within the CBD district shall be compatible with the styles and scale of other adjacent buildings. Therefore:

- a. In addition to the site plan which is required by section 28-26, a building facade plan shall also be required. The building facade plan shall be submitted in conjunction with the site plan application.
- b. The building facade plan shall clearly show how any new structure and/or any structure that is undergoing exterior renovations will look, and shall portray a reasonably accurate depiction of the materials to be used. Especially significant is the way in which such structure(s) will be viewed from the thoroughfare upon which the property faces and/or sides.
- c. Review, approval and appeal procedures shall be the same as the procedures for a site plan, as outlined in section 28-26.
- d. The city manager (or his/her designee) may, as he/she deems appropriate, require submission of information and materials (possibly actual samples of materials to be used) additional to those initially submitted by the applicant during the building facade plan review process.

(6) *Other regulations*: See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).

- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(31)(31.1–31.5), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-60. - LI—Light industrial district.

- (a) *General purpose and description:* The LI—Light Industrial, district is intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits.
- (b) *Permitted uses:*
- (1) Those uses listed for the LI district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
    - a. One hundred and twenty feet for the main building(s).
    - b. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
    - a. *Minimum lot area:* 10,000 square feet.
    - b. *Minimum lot width:* 100 feet.
    - c. *Minimum lot depth:* 100 feet.
  - (2) *Size of yards:*
    - a. *Minimum front yard:* 25-35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
    - b. *Minimum side and rear yard:* Ten feet unless adjacent to a residentially zoned property (see below).

- c. *Minimum side or rear yard adjacent to a residential district:* 30 feet for one-story building, and an additional 15 feet for every story (or fraction thereof) above one-story in height.
- (3) *Maximum lot coverage:* Maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
  - (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):  
Shall conform to the latest TXDOT spacing standards.
  - (2) *Landscaping requirements:* See section 28-102.
  - (3) *Screening requirements:* See section 28-104.
  - (4) Outdoor retail sales which involve the outside display of merchandise and/or seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
    - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
    - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
    - c. Shall not extend into public right-of-way or onto adjacent property (without property owner permission).
    - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
    - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
    - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
  - (5) Open storage, without a specific use permit, is limited to a maximum of 20 percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.

- (6) Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.
- (7) Other regulations: See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
  - Landscape requirements (section 28-102).
  - Accessory structure and use regulations (section 28-103).
  - Fencing, walls, and screening requirements (28-104).
  - Exterior construction and design requirements (28-105).
  - Supplemental regulations (28-106).
  - Performance standards (section 28-107).
  - Lighting and glare standards (section 28-108).
  - Home occupation regulations (section 28-109).
  - Special regulations for certain types of uses (section 28-110).
  - Reserved for future use (section 28-111).
  - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(32)(32.1–32.5), 4-14-09; Ord. No. 2013-O-7C, § 5, 7-9-13)

Sec. 28-61. - Overlay and special districts.

Overlay districts shall be used in conjunction with base zoning districts where it is appropriate to do so. In the use of the following overlay zoning classifications, the base district shall remain in effect as it is already in existence unless changed by zoning amendment and in accordance with the provisions of section 28-24. New base districts or changes in existing base districts may be requested at the same time overlay or special prefix districts are requested.

(Ord. No. 2009-O-4A, §§ (III)(33)(33.1), 4-14-09)



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on the Angleton ISD Elementary No 7 and Junior High No 2 Final Plat

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

**BUDGETED AMOUNT:** None **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

An application for approval of the Final Plat of Angleton ISD Elementary No 7 and Junior High No 2 has been submitted and reviewed by staff. (Attachment 1). The subject property is 50.516 acres located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 1 lot, 1 block, 1 reserve. The reserve land use is restricted for school and related uses. The City Engineer comments have been provided (Attachment 2).

### PLANNING STAFF & ENGINEERING REVIEW:

The City Engineer has reviewed the final plat for the above referenced subdivision. All review subdivision requirements have been cleared and verified with the exception of the referral agencies which are beyond the City's authority.

### Outstanding Condition:

1. *Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73 (e.g. TxDOT, Brazoria County).*

*Record of Proceedings Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

### ROLL CALL:

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

## 8. Discussion and possible action on Angleton ISD Elementary No 7 and Junior High No 2 Final Plat

D.S. Director Otis Spriggs presented the item before the commission, noting that Angleton ISD is under a schedule to meet their construction approvals and work completion. The Ashland development plan has gone before the State Highway Department (TxDOT) in which you've seen the improvements along the quarter FM 521 as well as the connections to the development at Coral Haven and Sapphire Springs in terms of the right of way tie-ins. We have received some updates on the drainage approval in which the applicant is still working with ADD and Brazoria County. We understand that they will most likely split the development into phases that will facilitate the earlier approvals for the school district being done first. The applicant's engineer, who prepared the final plat is present. Staff and the City Engineer are recommending approval; as the city engineer's comments have been cleared and the referral agency conditions still lie on this plat as part of our recommendation to City Council. Also, Mr. Tim Richard, Bond Program Manager for Angleton ISD, is present. Mr. Richard spoke and confirmed that the school board is on board with everything noted.

### **Commission Action:**

Motion was made by Commission Member Michelle Townsend to approve final plat for Angleton ISD Elementary Number 7 and Junior High Number 2, subject to condition that all referral agency approvals be met by applicant and the plat be forwarded to City Council for final consideration. Motion was seconded by Commission Member Ellen Eby.

**Roll Call Vote:** Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Motion Carried the Preliminary Plat was approved unanimously, 4-0.

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### **RECOMMENDATION:**

The Planning and Zoning Commission and Staff recommends approval of the Final Plat for Angleton ISD Elementary No 7 and Junior High No 2 to City Council for final action, conditioned that all conditions and approval of the referral agencies be satisfied by the applicant.



August 25, 2023

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

Re: On-Going Services  
Angleton ISD Elementary No. 7 and Junior High No. 2 Final Plat – 1<sup>st</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

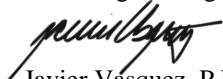
1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73 (e.g. TxDOT, Brazoria County).

The HDR takes no objection to the proposed Angleton ISD Elementary No. 7 and Junior High No. 2 Final Plat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

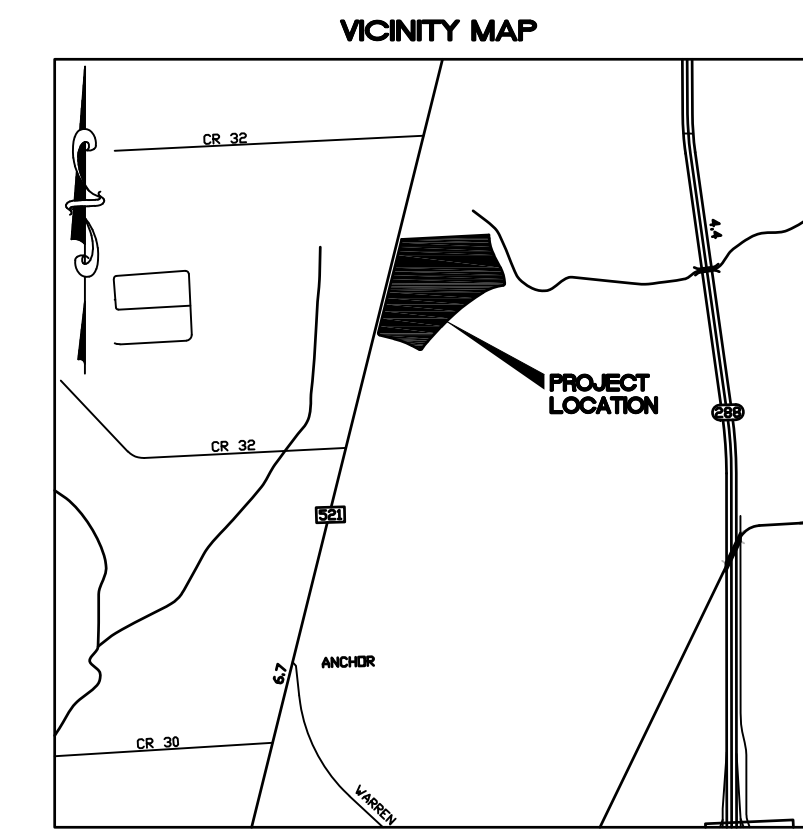


Javier Vásquez, P.E., CFM  
Civil Engineer

cc: Files (10361761/10336228)  
Attachments







KEY MAP 795T & X  
SCALE 1" = 3000'

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Angleton Independent School District acting herein by and through Phillip Edwards, Superintendent, its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as Angleton ISD Elementary No 7 and Junior High No 2, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

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.

\_\_\_\_\_  
Phillip Edwards, Superintendent

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared Phillip Edwards, Superintendent 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
State of 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 City.

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

**METES & BOUNDS**

50.516 ACRES  
2,200,477 SQUARE FEET  
SHUBAL MARSH SURVEY  
ABSTRACT NO. 82  
BRAZORIA COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 50.516 acre (2,200,477 square foot) tract of land located in the Shubal Marsh Survey, Abstract Number 82, Brazoria County, Texas and said 50.516 acre tract of land being out of and a part of the called 469.08 acre tract described in the deed to Anchor Holdings MP, LLC, recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2021085145, said 50.516 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a concrete monument found in the southeasterly Right-of-Way (R.O.W.) line of F.M. 521 (based on a width of 110 feet) recorded under Volume 181, Page 250 of the Brazoria County Deed Records and marking the southwest corner of the called 2.97 acre tract described in the deed to James W. Northrup and Deborah Northrup recorded under B.C.C.F. No. 01-008056, and the northwest corner of said called 469.08 acre tract and the herein described tract;

THENCE, North 87 degrees 05 minutes 29 seconds East, departing the southeasterly R.O.W. line of said F.M. 521 and along south line of said called 2.97 acre tract common with the north line of said called 469.08 acre tract, passing at a distance of 284.23 feet, a 5/8-inch iron rod found marking the southeast corner of said called 2.97 acre tract and the southwest corner of the called 96.50 acre tract described in the deed to James Wortham Northrup, recorded under B.C.C.F. No. 00-016352, from which a 5/8-inch iron rod found bears North 29 degrees 54 minutes West, 3.10 feet, continuing along the south line of said called 96.50 acre tract common with the north line of said called 469.08 acre tract, a total distance of 1,364.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northeast corner of the herein described tract;

THENCE, departing said common line and over and across said called 469.08 acre tract the following courses and distances;

1. South 02 degrees 54 minutes 31 seconds East, a distance of 49.99 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the east line of the herein described tract;
2. In a southeasterly direction, along said curve to the left, having a radius of 635.00 feet, a central angle of 25 degrees 02 minutes 14 seconds (chord bears, South 15 degrees 25 minutes 38 seconds East, 275.28 feet) and an arc distance of 277.48 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the east line of the herein described tract;
3. South 27 degrees 56 minutes 45 seconds East, a distance of 223.35 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the right in the east line of the herein described tract;
4. In a southeasterly direction, along said curve to the right, having a radius of 565.00 feet, a central angle of 25 degrees 19 minutes 43 seconds (chord bears, South 15 degrees 16 minutes 53 seconds East, 247.74 feet) and an arc distance of 249.77 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the east line of the herein described tract;
5. South 02 degrees 37 minutes 02 seconds East, a distance of 10.63 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the right and the most northerly southeast corner of the herein described tract;
6. In a southwesterly direction, along said curve to the right, having a radius of 25.00 feet, a central angle of 85 degrees 45 minutes 07 seconds (chord bears, South 40 degrees 15 minutes 32 seconds West, 34.02 feet) and an arc distance of 37.42 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of reverse curve and the most southerly southeast corner of the herein described tract;

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Joel D. Walker, a Professional Land Surveyor, 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, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY PRODUCT"

Joel D. Walker Date  
Texas Registration No. 5189

7. In a southwesterly direction, along a curve to the left, having a radius of 785.00 feet, a central angle of 24 degrees 19 minutes 58 seconds (chord bears, South 70 degrees 58 minutes 06 seconds West, 330.88 feet) and an arc distance of 333.38 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of compound curve in the southeasterly line of the herein described tract;
8. In a southwesterly direction, along a curve to the left, having a radius of 3,035.00 feet, a central angle of 15 degrees 53 minutes 23 seconds (chord bears, South 50 degrees 51 minutes 26 seconds West, 839.00 feet) and an arc distance of 841.69 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the southeasterly line of the herein described tract;
9. South 42 degrees 54 minutes 44 seconds West, a distance of 314.82 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the southeasterly line of the herein described tract;
10. In a southwesterly direction, along said curve to the left, having a radius of 815.00 feet, a central angle of 11 degrees 13 minutes 23 seconds (chord bears, South 37 degrees 18 minutes 03 seconds West, 159.39 feet) and an arc distance of 159.64 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of reverse curve and the most easterly south corner of the herein described tract;
11. In a southwesterly direction, along a curve to the right, having a radius of 25.00 feet, a central angle of 86 degrees 14 minutes 45 seconds (chord bears, South 74 degrees 48 minutes 44 seconds West, 34.18 feet) and an arc distance of 37.63 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency and the most westerly south corner of the herein described tract;
12. North 62 degrees 03 minutes 54 seconds West, a distance of 133.25 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the southwesterly line of the herein described tract;
13. In a northwesterly direction, along said curve to the left, having a radius of 1,230.00 feet, a central angle of 13 degrees 53 minutes 19 seconds (chord bears, North 69 degrees 00 minutes 33 seconds West, 297.42 feet) and an arc distance of 298.15 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the southwesterly line of the herein described tract;
14. North 75 degrees 57 minutes 13 seconds West, a distance of 239.47 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the right and the most southerly southwest corner of the herein described tract;
15. In a northwesterly direction, along said curve to the right, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds (chord bears, North 30 degrees 57 minutes 13 seconds West, 35.36 feet) and an arc distance of 39.27 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set in the southeasterly R.O.W. line of aforesaid F.M. 521 and marking the most westerly southwest corner of the herein described tract;

THENCE, North 14 degrees 02 minutes 47 seconds East, along the southeasterly R.O.W. line of said F.M. 521, a distance of 1,510.53 feet, to the POINT OF BEGINNING and containing a computed area of 50.516 acres (2,200,477 square feet) of land.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, 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.

\_\_\_\_\_  
Professional Engineer Date

**NOTES:**

1. The coordinates shown hereon are Texas South Central Zone No. 4204, State Plane Coordinates (NAD83) and may be brought to surface (Local Coordinates) by dividing the depicted coordinate by the following combined scale factor of 0.99986771114 (X:S.F.=SURFACE VALUE).
2. Bearings depicted hereon are based on Texas State Plane Coordinate System, South Central Zone (NAD83).
3. According to F.I.R.M. Map No. 48039C0430K (Community-Panel No. 4800640430K), map revised date: December 30, 2020. The subject property lies within the area designated as Zone "X" Shaded. Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; areas protected by levees from 1% annual chance flood.
4. This statement is based on scaling the location of the subject tract on the above referenced map. This information is to determine flood insurance rates only and is not intended to identify specific flooding conditions.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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. The contour lines shown hereon are based on 2018 TWDB Lidar Data (NAVD88) Obtained from the NOAA data access viewer website.

FINAL PLAT OF  
**ANGLETON ISD  
ELEMENTARY NO 7  
AND JUNIOR HIGH  
NO 2**

A SUBDIVISION OF  
**50.516 ACRES**  
OUT OF THE  
**SHUBAL MARSH SURVEY,  
ABSTRACT NO. 82  
BRAZORIA COUNTY, TEXAS**

**1 BLOCK 1 RESERVE**

AUGUST 2023



21020 PARK ROW PHONE: (281) 509-8288  
KATY, TEXAS 77449 FAX: (281) 492-0026

CERTIFIED FIRM NO. 10073800

OWNER:  
ANGLETON INDEPENDENT SCHOOL DISTRICT  
1900 N. DOWNING ROAD  
ANGLETON, TEXAS 77515  
979-964-8000

**NOTES:**

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  - Bearings depicted hereon are based on Texas State Plane Coordinate System, South Central Zone (NAD83).
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- This statement is based on scaling the location of the subject tract on the above referenced map. This information is to determine flood insurance rates only and is not intended to identify specific flooding conditions.
- Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
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**REFERENCE BENCHMARK:**

NGS PID DR8248 - Stainless steel rod with logo cap stamped "TXAG-RM1-2022" located at 18671 FM 523 in Angleton ±100' east of the east side of the driveway to the Texas Department of Transportation office and ±100' north of the office building in the grassy area on the north side of the parking lot.  
Elevation = 32.02' (NAVD 88, GEOID18)

**TEMPORARY BENCHMARKS:**

TBM "B" Box cut on the southerly safety end treatment at the driveway for 25410 F.M. 521.  
Elevation = 35.81'

**SITE UTILITIES:**

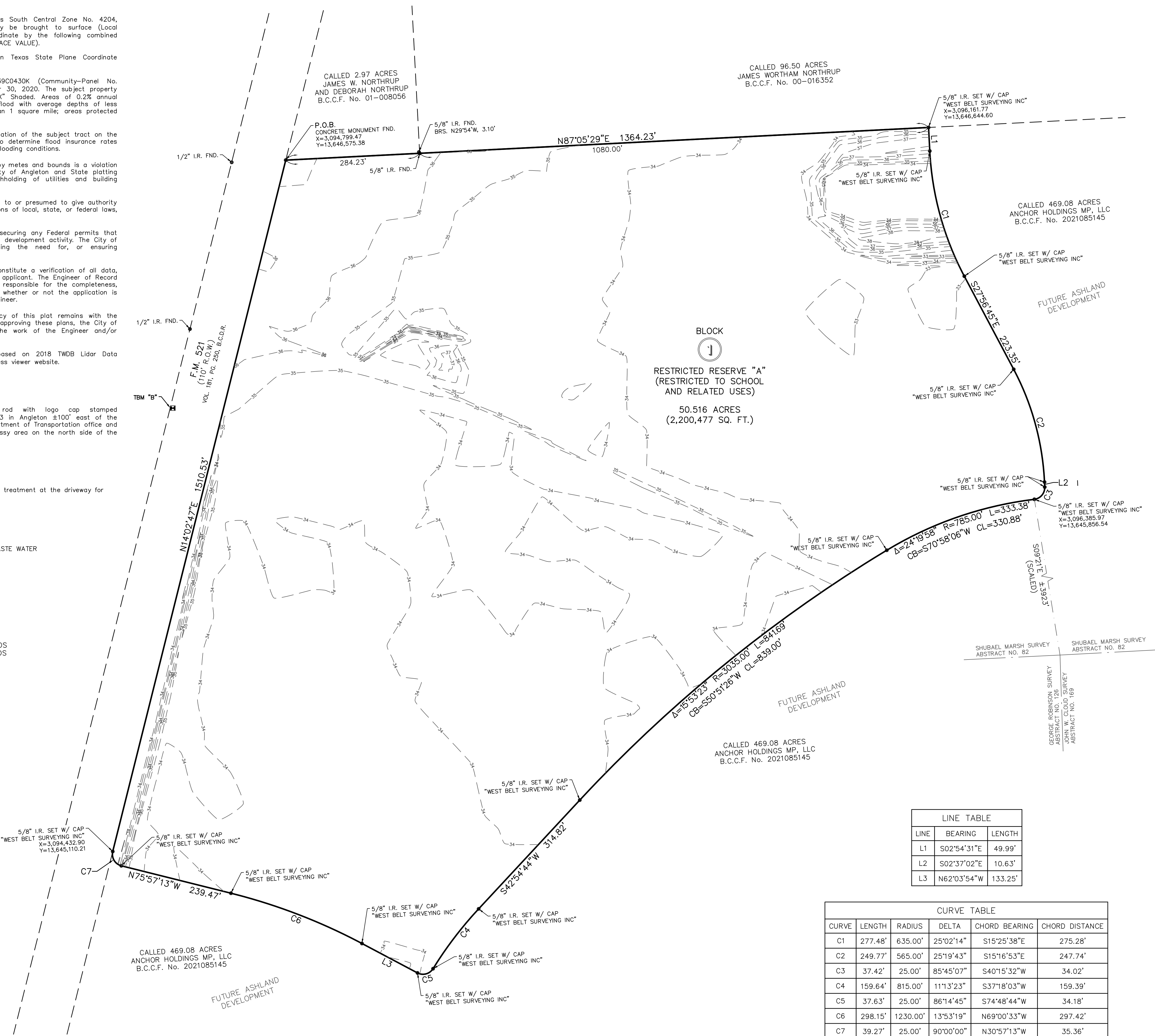
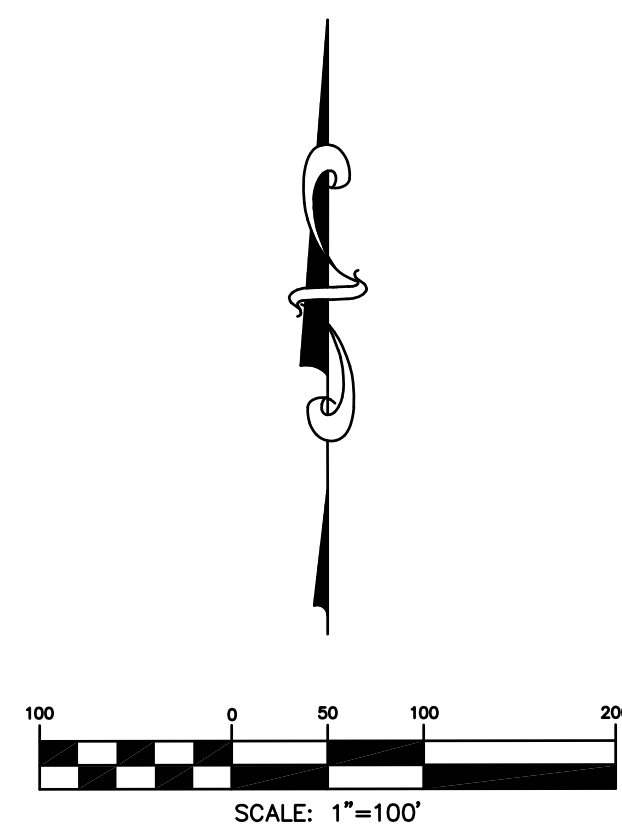
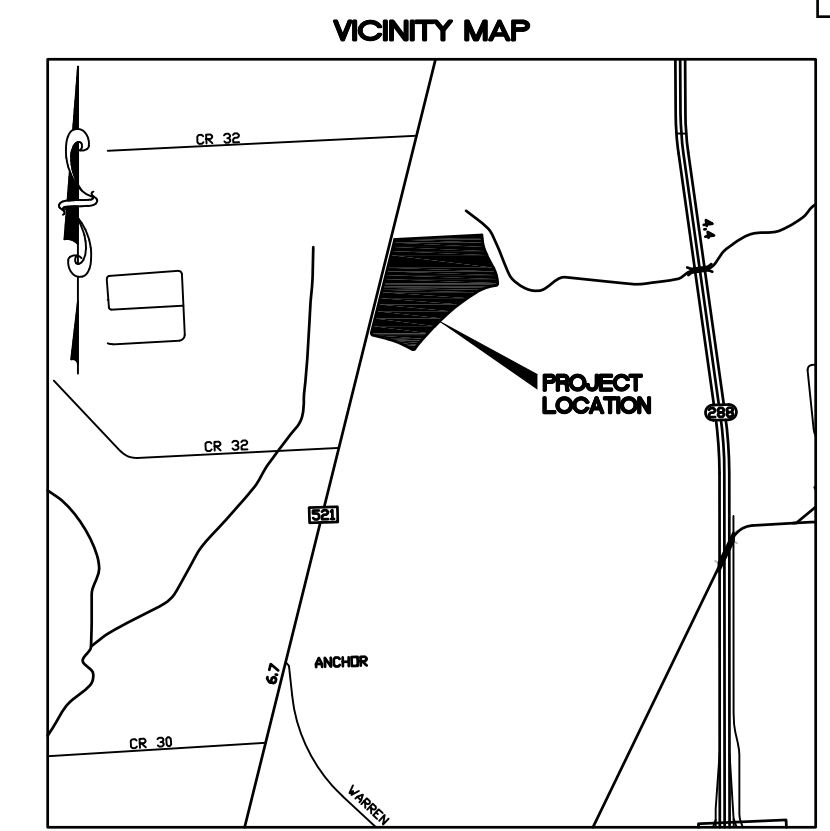
CENTERPOINT ENERGY - ELECTRIC AND GAS  
BRAZORIA COUNTY MUD 82 - WATER AND WASTE WATER

**ABBREVIATIONS:**

- B.L.-BUILDING LINE
- CONC.-CONCRETE
- ESMT.-EASEMENT
- F.C.-FILM CODE
- FND.-FOUND
- FT.-FEET
- B.C.C.F.-BRAZORIA COUNTY CLERK'S FILE
- H.C.D.R.-BRAZORIA COUNTY DEED RECORDS
- H.C.P.R.-BRAZORIA COUNTY PLAT RECORDS
- I.P.-IRON PIPE
- NO.-NUMBER
- PG.-PAGE
- P.O.B.-POINT OF BEGINNING
- R.O.W.-RIGHT-OF-WAY
- SAN.-SANITARY
- SQ.-SQUARE
- SWR.-SEWER
- VOL.-VOLUME
- W.L.E.-WATER LINE EASEMENT

**LEGEND:**

- 5/8-INCH IRON FOUND WITH CAP STAMPED "WEST BELT SURVEYING" (EXCEPT AS NOTED)
- SITE BENCHMARK



**BLOCK**  
RESTRICTED RESERVE "A"  
(RESTRICTED TO SCHOOL AND RELATED USES)  
50.516 ACRES  
(2,200,477 SQ. FT.)

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S02°54'31"E	49.99'
L2	S02°37'02"E	10.63'
L3	N62°03'54"W	133.25'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	277.48'	635.00'	25°02'14"	S15°25'38"E	275.28'
C2	249.77'	565.00'	25°19'43"	S15°16'53"E	247.74'
C3	37.42'	25.00'	85°45'07"	S40°15'32"W	34.02'
C4	159.64'	815.00'	111°3'23"	S37°18'03"W	159.39'
C5	37.63'	25.00'	86°14'45"	S74°48'44"W	34.18'
C6	298.15'	1230.00'	13°53'19"	N69°00'33"W	297.42'
C7	39.27'	25.00'	90°00'00"	N30°57'13"W	35.36'

**FINAL PLAT OF  
ANGLETON ISD  
ELEMENTARY NO 7  
AND JUNIOR HIGH  
NO 2**

A SUBDIVISION OF  
50.516 ACRES  
OUT OF THE  
SHUBAEL MARSH SURVEY,  
ABSTRACT NO. 82  
BRAZORIA COUNTY, TEXAS

**1 BLOCK 1 RESERVE**

AUGUST 2023

**WEST BELT  
SURVEYING, INC.**

21020 PARK ROW  
KATY, TEXAS 77449  
PHONE: (281) 509-8288  
FAX: (281) 492-0026  
CERTIFIED FIRM NO. 10073800  
OWNER:  
ANGLETON INDEPENDENT SCHOOL DISTRICT  
1900 N. DOWNING ROAD  
ANGLETON, TEXAS 77515  
979-964-8000

50.516 ACRES  
 2,200,477 SQUARE FEET  
 SHUBAEL MARSH SURVEY  
 ABSTRACT NO. 82  
 BRAZORIA COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 50.516 acre (2,200,477 square foot) tract of land located in the Shubael Marsh Survey, Abstract Number 82, Brazoria County, Texas and said 50.516 acre tract of land being out of and a part of the called 469.08 acre tract described in the deed to Anchor Holdings MP, LLC, recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2021085145, said 50.516 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

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THENCE, North 87 degrees 05 minutes 29 seconds East, departing the southeasterly R.O.W. line of said F.M. 521 and along south line of said called 2.97 acre tract common with the north line of said called 469.08 acre tract, passing at a distance of 284.23 feet, a 5/8-inch iron rod found marking the southeast corner of said called 2.97 acre tract and the southwest corner of the called 96.50 acre tract described in the deed to James Wortham Northrup, recorded under B.C.C.F. No. 00-016352, from which a 5/8-inch iron rod found bears North 29 degrees 54 minutes West, 3.10 feet, continuing along the south line of said called 96.50 acre tract common with the north line of said called 469.08 acre tract, a total distance of 1,364.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northeast corner of the herein described tract;

THENCE, departing said common line and over and across said called 469.08 acre tract the following courses and distances;

1. South 02 degrees 54 minutes 31 seconds East, a distance of 49.99 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the east line of the herein described tract;
2. In a southeasterly direction, along said curve to the left, having a radius of 635.00 feet, a central angle of 25 degrees 02 minutes 14 seconds (chord bears, South 15 degrees 25 minutes 38 seconds East, 275.28 feet) and an arc distance of 277.48 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the east line of the herein described tract;
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4. In a southeasterly direction, along said curve to the right, having a radius of 565.00 feet, a central angle of 25 degrees 19 minutes 43 seconds (chord bears, South 15 degrees 16 minutes 53 seconds East, 247.74 feet) and an arc distance of 249.77 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the east line of the herein described tract;
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6. In a southwesterly direction, along said curve to the right, having a radius of 25.00 feet, a central angle of 85 degrees 45 minutes 07 seconds (chord bears, South 40 degrees 15 minutes 32 seconds West, 34.02 feet) and an arc distance of 37.42 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of reverse curve and the most southerly southeast corner of the herein described tract;
7. In a southwesterly direction, along a curve to the left, having a radius of 785.00 feet, a central angle of 24 degrees 19 minutes 58 seconds (chord bears, South 70 degrees 58 minutes 06 seconds West, 330.88 feet) and an arc distance of 333.38 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of compound curve in the southeasterly line of the herein described tract;
8. In a southwesterly direction, along a curve to the left, having a radius of 3,035.00 feet, a central angle of 15 degrees 53 minutes 23 seconds (chord bears, South 50 degrees 51 minutes 26 seconds West, 839.00 feet) and an arc distance of 841.69 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the southeasterly line of the herein described tract;
9. South 42 degrees 54 minutes 44 seconds West, a distance of 314.82 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the southeasterly line of the herein described tract;
10. In a southwesterly direction, along said curve to the left, having a radius of 815.00 feet, a central angle of 11 degrees 13 minutes 23 seconds (chord bears, South 37 degrees 18 minutes 03 seconds West, 159.39 feet) and an arc distance of 159.64 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of reverse curve and the most easterly south corner of the herein described tract;
11. In a southwesterly direction, along a curve to the right, having a radius of 25.00 feet, a central angle of 86 degrees 14 minutes 45 seconds (chord bears, South 74 degrees 48 minutes 44 seconds West, 34.18 feet) and an arc distance of 37.63 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency and the most westerly south corner of the herein described tract;
12. North 62 degrees 03 minutes 54 seconds West, a distance of 133.25 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the left in the southwesterly line of the herein described tract;

- 13. In a northwesterly direction, along said curve to the left, having a radius of 1,230.00 feet, a central angle of 13 degrees 53 minutes 19 seconds (chord bears, North 69 degrees 00 minutes 33 seconds West, 297.42 feet) and an arc distance of 298.15 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the point of tangency in the southwesterly line of the herein described tract;
- 14. North 75 degrees 57 minutes 13 seconds West, a distance of 239.47 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the beginning of a tangent curve to the right and the most southerly southwest corner of the herein described tract;
- 15. In a northwesterly direction, along said curve to the right, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds (chord bears, North 30 degrees 57 minutes 13 seconds West, 35.36 feet) and an arc distance of 39.27 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set in the southeasterly R.O.W. line of aforesaid F.M. 521 and marking the most westerly southwest corner of the herein described tract;

THENCE, North 14 degrees 02 minutes 47 seconds East, along the southeasterly R.O.W. line of said F.M. 521, a distance of 1,510.53 feet, to the POINT OF BEGINNING and containing a computed area of 50.516 acres (2,200,477 square feet) of land as depicted on the Land Title Survey dated: February 10, 2023, revised: March 27, 2023, prepared by West Belt Surveying, Inc., Project No. S725-0113A.

West Belt Surveying, Inc.  
 Certified Firm No. 10073800  
 21020 Park Row  
 Katy, Texas 77449  
 (281) 599-8288

*Joel D. Walker*  
 Joel D. Walker Date: 3/27/23  
 Texas Registration No. 5189



SURVEYING, INC.

PLAT APPLICATION  
Sec. 23-127. - Waiver of statutory 30-day plat review form.

Sec. 23-127. - Waiver of statutory 30-day plat review form.

September 15, 2023

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

Re: Angleton ISD Elementary No 7 and Junior High No 2 Final Plat

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

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

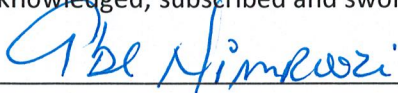
Sincerely,



Abraham Nimroozi

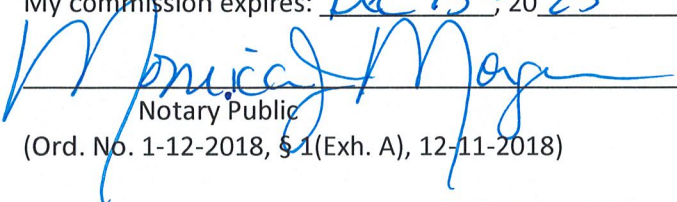
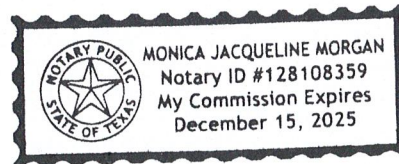
NOTARY:

Acknowledged, subscribed and sworn to before me this 15<sup>TH</sup> day of Sept. 2023, by



Witness my hand and official seal.

My commission expires: Dec 15<sup>TH</sup>, 2025.

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

## APPLICATION FINAL PLAT

**(Only accepted after the construction plans for public improvements have been approved)**

Sec. 23-118 of the Land Development Code

Submittal Instructions:

- Please check all the boxes. If an item is not applicable, please note that it is not applicable (NA).
- Please submit the completed application with all supporting documentation. Applications may be submitted in person or electronically (pdf format) by e-mail. Incomplete and partial applications will not be accepted.
- For electronic submittals, please include the address of the property and the type of application in the subject line of the e-mail.

Subject Line: Address of the project/Commercial or Residential/Type of application. Example: 1000 Main Street/Commercial/Fence Permit

- The City staff is available to assist you in person at City Hall or over the phone at 979-849-4364.

Requirement:

- Pre-Application Conference (DAWG Meeting). This is required prior to application submittal.

The application packet must be submitted with the following:

- A completed application signed by the owner/s of the property.
- Payment of all applicable fees. Refer to Appendix B of the Administrative Development Procedures Manual. To be paid by Angleton ISD
- An accurate metes and bounds description of the subject property (or other suitable legal description).
- Location/vicinity map showing the location and boundaries of the subject tract. Indicate scale or not to scale (NTS) and provide north arrow.
- Tax certificate/s showing that all taxes owing to the State, County, School District, City and/or any other political subdivision have been paid in full to date.
- Approved copy of the Preliminary Plat, Replat and Concept Plan or other approved plats, if applicable.
- One (1) copy (24"X36") of proposed plat.

N/A  Letter of Acceptance of Public Improvements by the City, or Fiscal Surety for Public Improvements.

N/A  Maintenance Bond for Public Improvements.

Letter of Certification from each utility provider servicing this area.

N/A  A certificate of ownership and dedication on the Final Plat to the City of all streets,

easements, alleys, parks, playgrounds or other dedicated public uses, signed and acknowledged before a notary public by the owners and by any holders of liens against the land

- Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted on a USB flash drive or via email.

Additional Requirements. The City Manager (or designee) may, from time to time, identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in the Code of Ordinances and State Statute.

**PLAT FEES:**

**ADMINISTRATIVE PLAT**

\$250.00 Plus Review Expense

**REGULAR PLAT SUBMITTAL:**

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

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00
deposit (If cost of review exceeds deposit amount, balance of cost will be billed at a later time).	

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

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00
deposit (If cost of review exceeds deposit amount, balance of cost will be billed at a later time)	



**DEVELOPMENT INFORMATION**

Project Name/Address/Location: Angleton ISD Elementary No 7 and Junior High No 2 Acreage: 50.516  
 Brief Description of Project: Future Elementary and Junior High  
 Is property platted?  No  Yes Subdivision name: \_\_\_\_\_ No. of Lots: 0  
 Recordation #: \_\_\_\_\_ Parcel(s) Tax ID#: \_\_\_\_\_  
 Existing Use: Not Developed Proposed Use: School and related uses  
 Current Zoning: ETJ/DA Proposed Zoning: ETJ/DA  
 Occupancy Type: Education Sq. Ft.: \_\_\_\_\_ Bed #: \_\_\_\_\_ Bath #: \_\_\_\_\_ Car Garage #: \_\_\_\_\_  
 Water System  Well  Public Flood Zone:  Yes  No Sewer System:  Septic  Public

**PROPERTY OWNER INFORMATION**

Owner: Angleton Independent School District Contact Name: Phil Edwards  
 Address: 1900 N. Downing Road City/State/ZIP: Angleton, Texas 77515  
 Phone: 979-864-8000 Email: phil.edwards@angletonisd.net

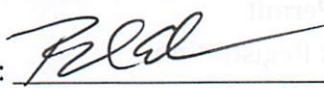
**APPLICANT INFORMATION**

Applicant/Developer: West Belt Surveying, Inc. Contact Name: Abraham Nimroozi  
 Address: 21020 Park Row Drive City/State/ZIP: Katy, Texas 77449  
 Phone: 281-902-3179 Email: abrahimn@westbeltsurveying.com

**KEY CONTACT INFORMATION**

Name of the Individual: \_\_\_\_\_ Contact Name: Phil Edwards  
 Address: 1900 N. Downing Road City/State/ZIP: Angleton, Texas 77515  
 Phone: 979-864-8000 Email: phil.edwards@angletonisd.net

**SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)**

Signature:  Date: 8-16-27  
 (Signed letter of authorization required if the application is signed by someone other than the property owner)

**\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\***

DATE REC'D: \_\_\_\_\_ BY: \_\_\_\_\_

FEES PAID: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

APPLICATION/PERMIT NO: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

**TYPE OF APPLICATION** Please check appropriate box below:**Landuse, Policy, and Site Development**

- Annexation  
 Rezoning/ FLUM Amendment  
 Specific Use Permit  
 Planned Development (PD)  
 Amending Minor and Major Plat  
 Minor Consolidation Plat  
 Development Plat  
 Concept Plan  
 Preliminary Plat  
 Final Plat  
 Replat  
 Construction Plans  
 Special Exception  
 Floodplain Development Permit  
 Variance/Appeal  
 On-Site Sewage Facility Permit (OSSF)  
 Certificate of Occupancy (CO)  
 Grading/Clearing Permit  
 Site Development Permit/ Site Plan Review

**Interpretations/Verifications/Text Amendments**

- Comprehensive Plan Amendment (Text)  
 Land Development Code (LDC)/Zoning Text Amendment  
 Vested Rights Verification Letter  
 Letter of Regulatory Compliance  
 Zoning Verification  
 Letter/Written Interpretation  
 Legal Lot Verification

**Other Permits/Licenses/Registration**

- Commercial -New/Remodel/Addition  
 Residential Building Permit 1 & 2 Family  
 (New, Remodel, Addition, Patio Cover, Carport, Foundation Repair, House Leveling, Windows, New Mobile Home, Siding, Storage Building permits, Re-roof)  
 Miscellaneous  
 Fence  
 Solar Panels  
 Swimming Pool  
 Demolition or Move  
 Backflow/Irrigation  
 Flatwork  
 Electrical Permit  
 Plumbing Permit  
 Mechanical Permit  
 Sign Permit  
 Garage Sale Permit  
 Master/ Common Signage Plan  
 Fire Prevention Permit Form  
 Right-of-Way Construction  
 Pipeline Permit  
 Drainage Pipe/Culvert Permit  
 Roadside Banner Permit  
 Mobile Home Park Registration  
 Game Room Permit Form  
 Grooming Facility License  
 Alcohol permit  
 Health Permit  
 Temporary Health Permit  
 Alarm Permit

121 S. Velasco, Angleton, Texas 77515  
 979-849-4364 – Fax: 979-849-5561  
<http://www.angleton.tx.us>



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on Ashland Section Three Preliminary Plat

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

**BUDGETED AMOUNT:** None **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

An application for approval of the Preliminary Plat of Ashland Section 3 has been submitted and reviewed by staff. (Attachment 1). A development agreement is in place to establish standards for the Ashland Project. The subject property is 19.42 acres located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 75 lots, 4 blocks, 8 reserves. The reserve land use is restricted for school and related uses. The City Engineer comments have been provided (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.

As we are all 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.

A Traffic Impact Analysis has also been submitted and reviewed for the entirety of the project. That TIA has been submitted to both TxDOT and Brazoria County for review and approval as well.

## **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.

Staff has verified that Section 3 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the preliminary plat for the above referenced subdivision and has cleared the textual comments on the first review. The responses to the comments have been submitted and addressed by the applicant prior to this agenda posting. A no objection letter is attached with the referral agencies condition.

### *Record of Proceedings*

#### *Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

#### **ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

#### **3. Discussion and possible action on Ashland Section Three Preliminary Plat**

D.S. Director Otis Spriggs presented the item before the commission.

Section 3 preliminary plat consists of 75 lots, four blocks, eight reserves on 19.42 acres. For Section 3. As you know, the development agreement has been approved for the property. The plat is subject to the development agreement in terms of lot sizes and configurations. Staff recognized that Section 3 has an average 55' product; however, in some instances such as corner lots you'll see bigger lots typically, and on some of the curvature areas, there are 80' lots. Section 3 will access from Almandine Drive, which is off of Sapphire Dr. (Section 3 Street Dedication Plat), which the school is also served off of. The City Engineers review is copied for your reference, reflecting comments from the city Engineer, which were textual in nature. The applicant has responded to the comments.

As you recall, they are still under review with ADD and Brazoria County Engineering in terms of the mass drainage approval. After speaking with the school district, we learned that they are considering the approvals in in phases. Including the agencies

having authority of drainage issues, they are considered the referral agencies such as the Angleton Drainage District, Brazoria Flood Control and the Drainage. Mr. Spriggs commented on the State highway department's review of any access off of FM 521, as you know would have to be approved by TxDOT regarding drive tie-ins, signalization, turn lanes, deceleration lanes, etc. The internal streets are subject to Brazoria County in terms of maintenance. Hence, the condition remains for those needed approvals being met prior to construction and/or recordation of these plats which would require signatures of certification.

Staff is recommending that P&Z forwards this plat to council with a positive recommendation, conditioned that all referral agency requirements and conditions be met and that the City Engineers final sign-off of all requirements is done in the end.

Commission Member Michelle Townsend asked about the lot mix.

Applicant: Caitlin King, META Planning/Design : Addressed the Commission's question about the influx of the smaller lots and when are we going to see like the 70 and 80 foot wide lots.

Ms. King replied that those will come a little bit later in the development. I believe our next sections, 7 through 9 and there are 60s. Usually, the larger products come a little bit later. From a financial perspective, the smaller lots come first typically, but they are slated to come in the next round of plats.

Commission Member Deborah Spoor asked, why don't we just take the whole development in as one? Instead of a motion on each section. I don't understand why we're looking at this section by section by section.

Mr. Spriggs responded, to answer the question of whether or not it can be approved all at once, noting that we have to treat them as separate applications in the manner the subdivision process works. You can combine your actions into one, but we must comply with state law, city ordinances and the L.D.C. The Planning Commission has the authority to forward a recommendation of approval or denial to Council on these plats (or approval with conditions). You act as a technical advisor to Council, as a Planning and Zoning Commission member.

Since it's in the E TJ, there are things that are beyond our control. Mr. Spriggs added that in so many ways, the development agreement becomes your zoning code or guiding document for this development.

**Commission Action:**

*1<sup>st</sup> Motion.* Commission Member Ellen Eby made a motion to deny the Ashland Section 3 Preliminary Plat; the motion was seconded by Commission Member Deborah Spoor

Roll Call Vote: Commission Member Henry Munson- Nay; Commission Member Michelle Townsend- Nay; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Vote was 2-2.

*2<sup>nd</sup> Motion.* Commission Member Michelle Townsend restated a second motion to approve the Ashland Section 3 Preliminary Plat with the noted conditions of the City Engineers final approval and the final approval of the referral agencies; the motion was seconded by Commission Member Henry Munson.

Roll Call Vote: Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Nay; Commission Member Deborah Spoor- Nay; Vote was 2-2, the Preliminary Plat was denied.

**RECOMMENDATION:**

The Planning and Zoning Commission voted 2-2, to deny the application for the Preliminary Plat for Ashland Section 3. Staff recommends approval by City Council based on the findings and cleared corrections of the subject plat deficiencies, subject to final referral agency approvals and final sign-off by the City Engineer.

September 22, 2023

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

Re: On-Going Services  
Ashland Section 3 Subdivision Preliminary Plat – 3<sup>rd</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes any applicable referral agency such as Brazoria County, Drainage District, TxDOT.
2. Applicable subdivision improvement plans shall be submitted for review.

HDR takes no objection to the proposed Ashland Section 3 Subdivision 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)

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 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 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 re-vest in the dedicator, his heirs assigns, or successors.

- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:  
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.  
VERTICAL DATUM:  
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVOD88), 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. 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.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 4.) "P.O.B." INDICATES POINT OF BEGINNING.
- 5.) "FND" INDICATES FOUND.
- 6.) "IP" INDICATES IRON PIPE.
- 7.) "IR" INDICATES IRON ROD.
- 8.) "VOL." INDICATES VOLUME.
- 9.) "PG." INDICATES PAGE.
- 10.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
- 11.) "NO." INDICATES NUMBER.
- 12.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
- 13.) "↵" INDICATES STREET NAME CHANGE.
- 14.) "Ⓢ" INDICATES BLOCK NUMBER.
- 15.) "ⓐ" INDICATES RESERVE NUMBER.
- 16.) "A" INDICATES RESERVE NUMBER.
- 17.) "P.O.C." INDICATES POINT OF COMMENCEMENT.

# ASHLAND SECTION THREE

BEING 19.42 ACRES OF LAND CONTAINING 75 LOTS (55' X 120' TYP.) AND EIGHT RESERVES IN FOUR BLOCKS.

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

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

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

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

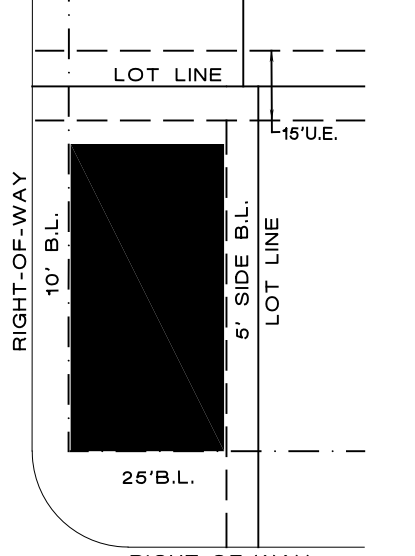
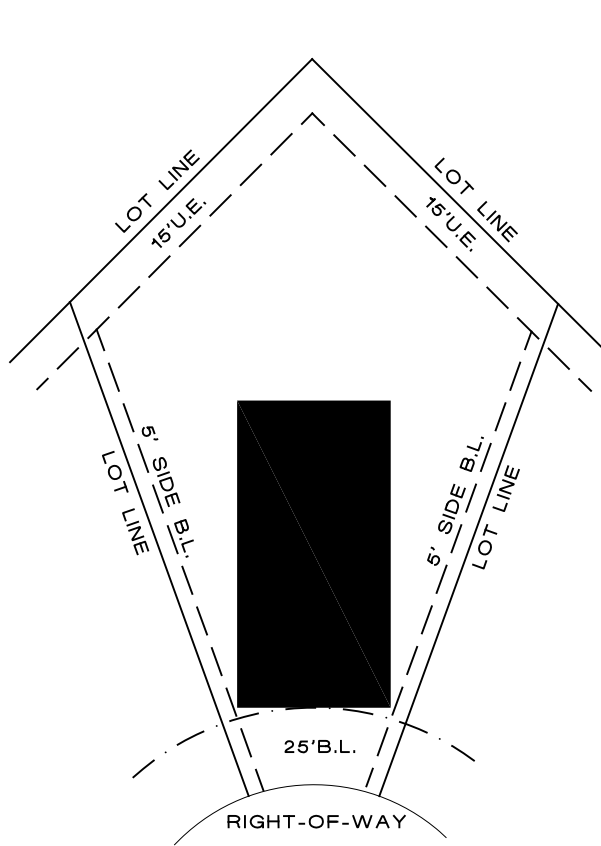
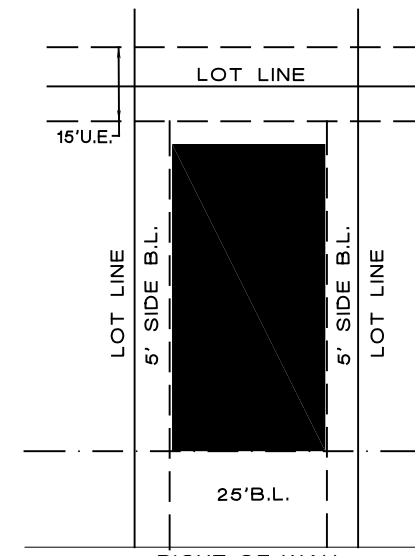
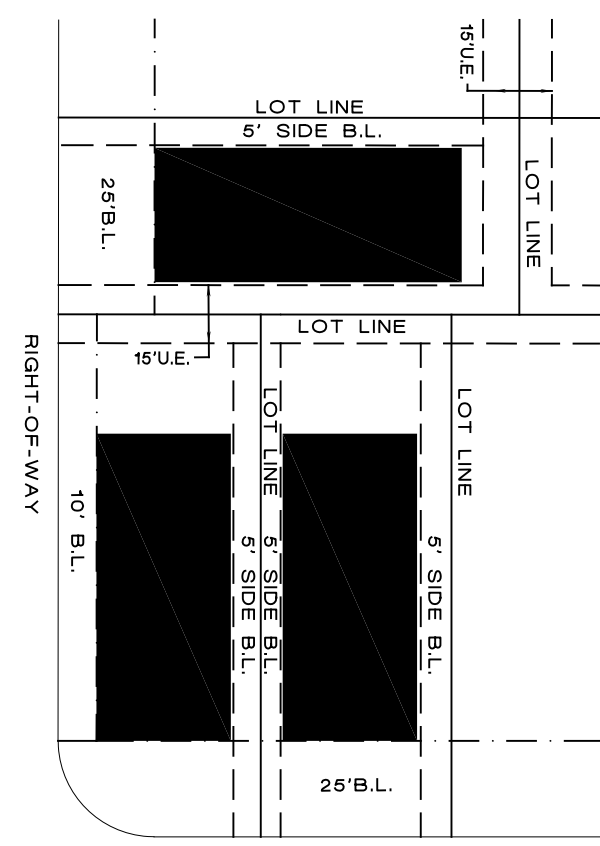
PLANNER:  
**META PLANNING + DESIGN**  
META PLANNING + DESIGN LLC  
24285 KATY FREEWAY, SUITE 525  
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'  
0 100 200

SEPTEMBER 20, 2023

PAGE: 1 OF 2

MTA-78006





CURVE TABLE with columns: CURVE, RADIUS, CENTRAL ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Rows C1 through C40.

LINE TABLE with columns: LINE, DISTANCE, BEARING. Rows L1 through L37.

LAND USE TABLE with columns: RESERVE, ACREAGE, SQ. FT., LAND USE. Rows A through H.

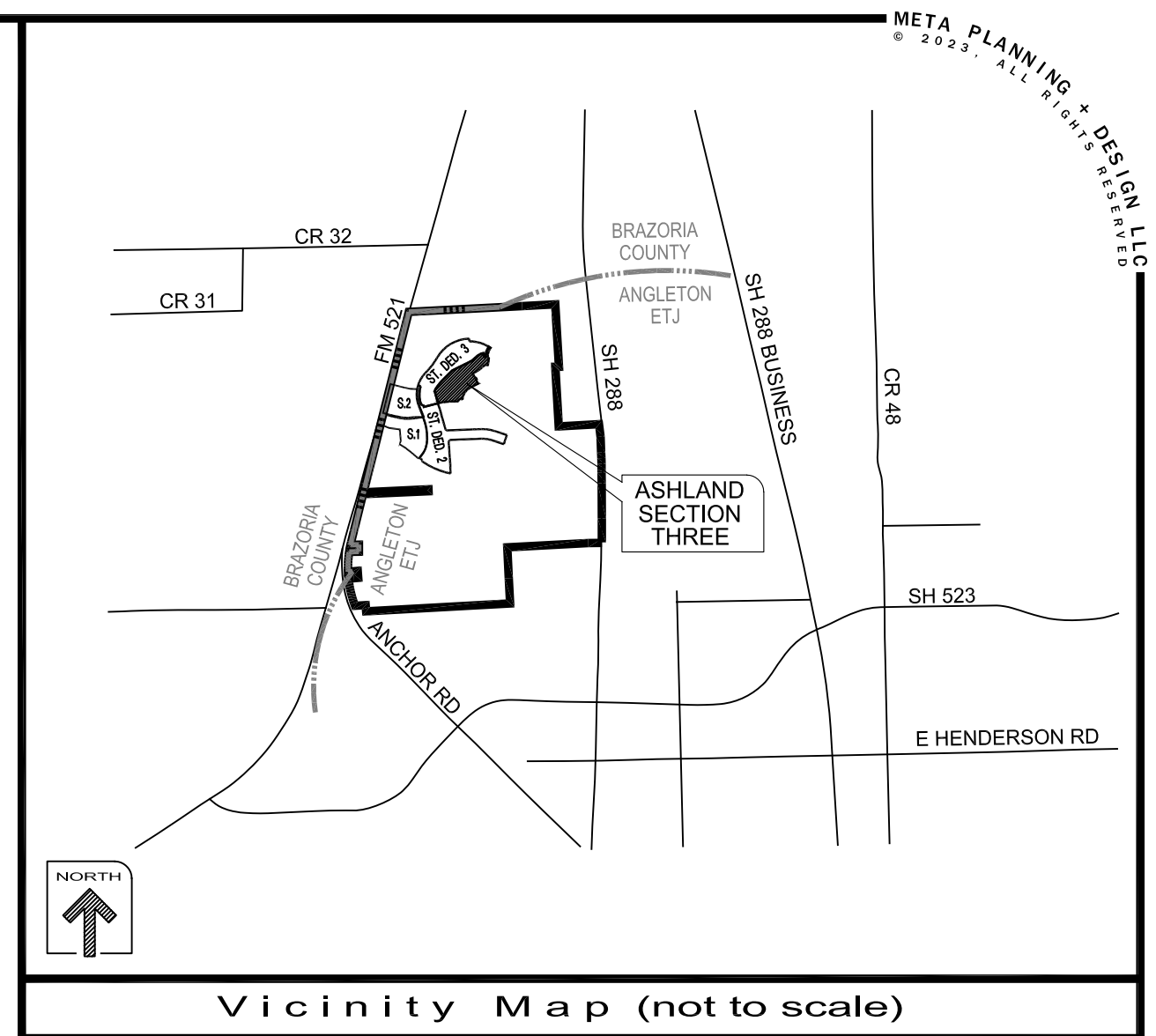
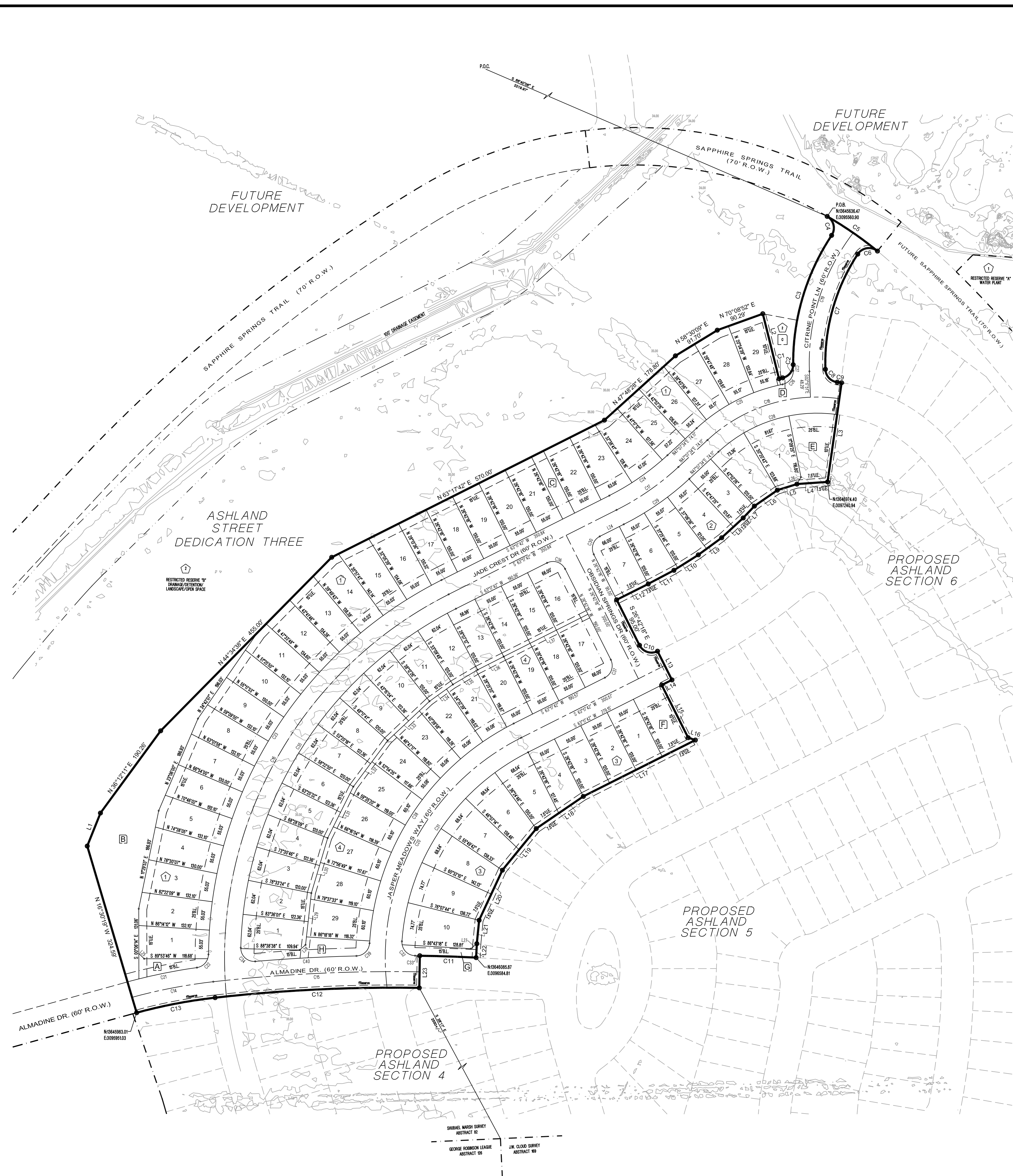
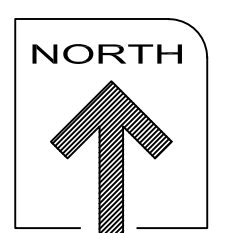


Table with columns: BLOCK, LOT NO, LOT AREA SQ. FT. Rows for BLOCK 1, 2, 3, 4 and lots 1-29.



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

LINE TYPE LEGEND with symbols for PLAT BOUNDARY, LOT LINE, R.O.W., UTILITY EASEMENT, 1" RESERVE, BUILDING LINE, CENTER LINE.

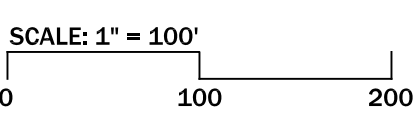
# ASHLAND SECTION THREE

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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



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 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.



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

TYPE OF PLAT APPLICATION

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

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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

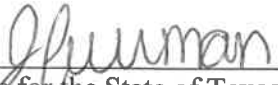
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements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

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.

(SEAL) 

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



**PLAT APPLICATION**  
**Sec. 23-127. - Waiver of statutory 30-day plat review form.**

Sec. 23-127. - Waiver of statutory 30-day plat review form.

September 7, 2023

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

Re: Ashland Sections 3, 4, 5, 6, and Street Dedication 4 Preliminary Plats

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

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

Sincerely,

NOTARY:

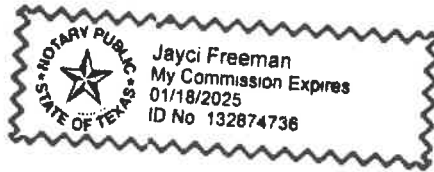
Acknowledged, subscribed and sworn to before me this 7 day of September 2023 by

Caitlin King

Witness my hand and official seal.

My commission expires: 01/18, 2025

Freeman  
Notary Public



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



## **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). Staff has verified that Section 4 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the preliminary plat for the above referenced subdivision and has cleared the textual comments on the first review. The responses to the comments have been submitted and addressed by the applicant prior to this agenda posting. A no objection letter is attached with the referral agencies condition.

### *Record of Proceedings Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023, AT 12:00 P.M.,**

#### **ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

#### **5. Discussion and possible action on Ashland Section Four Preliminary Plat**

D.S. Director Otis Spriggs presented the item before the commission noting that the Section 4 preliminary plat request is very similar in nature with the 50' and 55' products, 88 lots, six reserves and five blocks.

Commission Member Michelle Townsend asked where we are on the mix with this plat submission. Mr. Spriggs clarified that we would need to have an average of 240 lots in the various categories to exceed 10%. Staff will continue to track the lot mix. Mr. Spriggs stated that staff has the same recommendation as before on the Section 4 Preliminary Plat.

#### **Commission Action:**

Commission Member Michelle Townsend made a motion to approve the Ashland Section 4 Preliminary Plat with the noted conditions of the City Engineers final approval and the final approval of the referral agencies; the motion was seconded by Commission Member Henry Munson.

**Roll Call Vote:** Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Nay; Commission Member Deborah Spoor- Nay; **Vote was 2-2**, the Section 4 Preliminary Plat was denied.

#### **RECOMMENDATION:**

The Planning and Zoning Commission voted 2-2, to deny the application for the Preliminary Plat for Ashland Section 4. Staff recommends approval by City Council based on the findings and corrections cleared on the subject plat deficiencies, subject to final referral agency approvals and final sign-off by the City Engineer.



September 22, 2023

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

Re: On-Going Services  
Ashland Section 4 Subdivision Preliminary Plat – 3<sup>rd</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes any applicable referral agency such as Brazoria County, Drainage District, TxDOT.
2. Applicable subdivision improvement plans shall be submitted for review.

Sheet 2 of 2

1. Unresolved comment: Curve C1 information does not match metes and bounds description.
2. Unresolved comment: Line L1 distance does not match metes and bounds description (7.38').

HDR takes no objection to the proposed Ashland Section 4 Subdivision 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)

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 4, 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 Jores, 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 Jores  
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 revest in the dedicating, 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.
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VERTICAL DATUM:  
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS\_1012 AND HCOG\_14012.

13.) 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.

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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.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 19.38 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a certain 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 19.38 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, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBG") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet;

THENCE, South 17°23'56" East, 2482.00 feet to the POINT OF BEGINNING of the herein described subject tract;

THENCE, North 74°29'44" East, 7.38 feet to a point for corner marking the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 970.00 feet, a central angle of 08°49'05", an arc length of 149.29 feet, and a long chord bearing North 79°09'22" East, with a chord length of 149.14 feet, to a point for corner marking the beginning of a compound curve to the right;

THENCE, along the arc of said compound curve to the right having a radius of 2970.00 feet, a central angle of 07°22'02", an arc length of 381.89 feet, and a long chord bearing North 87°14'43" East, with a chord length of 381.63 feet, to a point for corner;

THENCE, North 00°55'44" East, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 3030.00 feet, a central angle of 01°59'22", an arc length of 105.21 feet, and a long chord bearing South 88°04'34" East, with a chord length of 105.20 feet, to a point for corner;

THENCE, North 02°55'07" East, 26.10 feet to a point for corner;

THENCE, North 05°32'39" East, 43.96 feet to a point for corner;

THENCE, North 24°54'06" East, 103.10 feet to a point for corner;

THENCE, North 39°10'31" East, 100.11 feet to a point for corner;

THENCE, North 55°35'04" East, 106.55 feet to a point for corner;

THENCE, North 63°17'42" East, 135.90 feet to a point for corner;

THENCE, South 26°42'18" East, 180.00 feet to a point for corner;

THENCE, South 63°17'42" West, 21.37 feet to a point for corner;

THENCE, South 26°42'18" East, 130.75 feet to a point for corner;

THENCE, South 06°24'33" East, 67.37 feet to a point for corner;

THENCE, South 02°02'25" West, 54.59 feet to a point for corner;

THENCE, South 08°09'53" West, 48.84 feet to a point for corner;

THENCE, South 11°44'21" West, 50.00 feet to a point for corner;

THENCE, South 15°56'18" West, 158.16 feet to a point for corner;

THENCE, South 09°18'28" East, 229.26 feet to a point for corner;

THENCE, South 06°28'10" East, 60.52 feet to a point for corner;

THENCE, North 87°09'33" East, 36.21 feet to a point for corner;

THENCE, South 02°50'27" East, 185.08 feet to a point for corner;

THENCE, South 87°12'27" West, 95.35 feet to a point for corner;

THENCE, South 87°09'33" West, 776.39 feet to a point for corner;

THENCE, North 54°48'09" West, 47.26 feet to a point for corner;

THENCE, North 16°45'51" West, 290.01 feet to a point for corner;

THENCE, North 16°09'42" West, 249.50 feet to a point for corner marking the beginning of a non-tangent curve to the right;

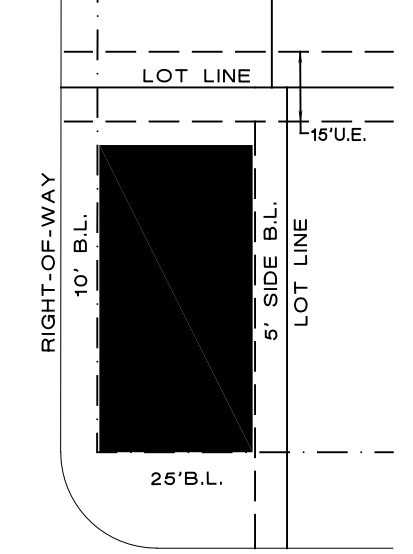
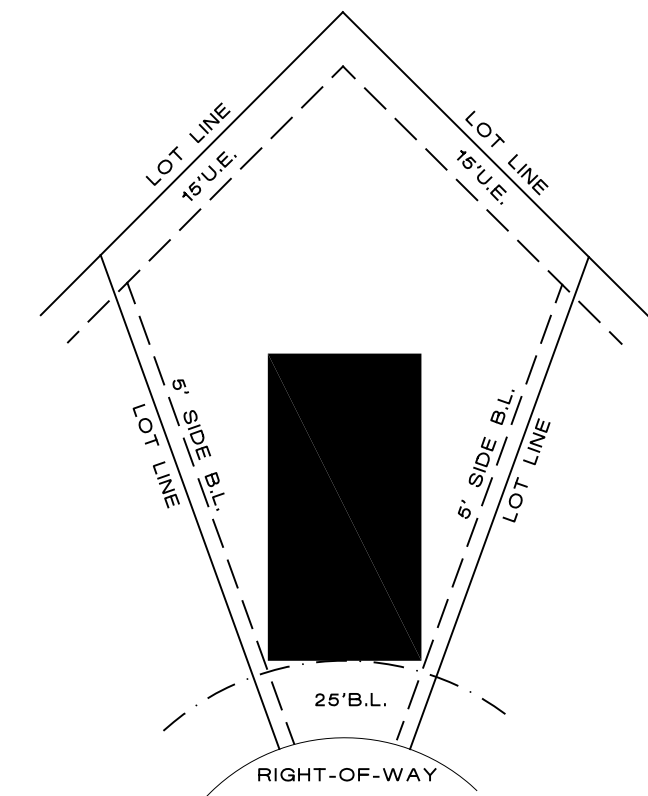
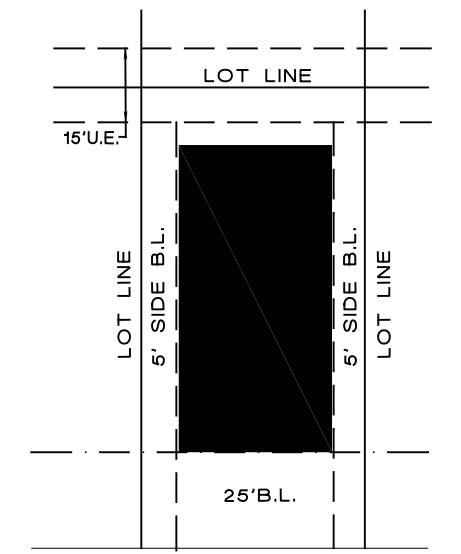
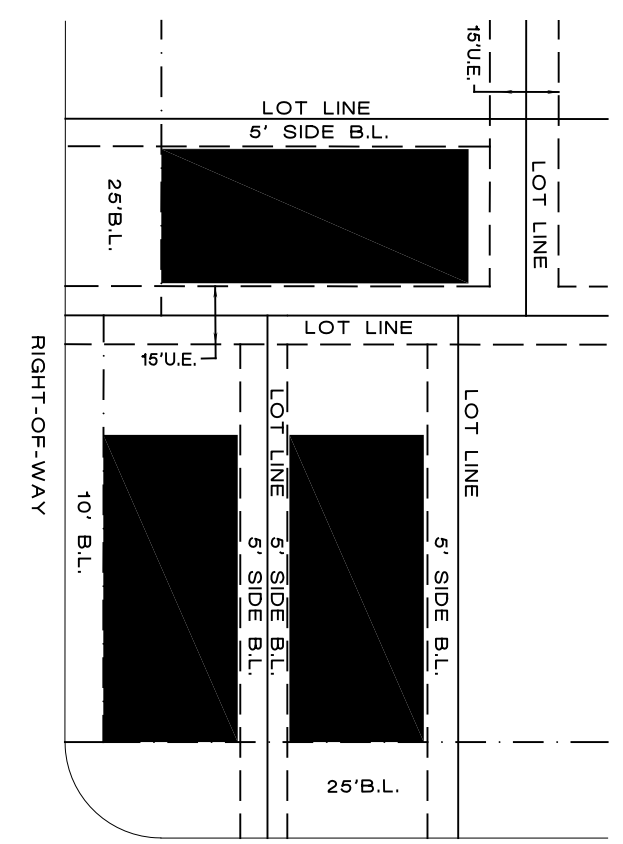
THENCE, along the arc of said non-tangent curve to the right having a radius of 5868.77 feet, a central angle of 01°38'32", an arc length of 168.21 feet, and a long chord bearing North 19°02'10" West, with a chord length of 168.21 feet, to the POINT OF BEGINNING, CONTAINING 19.38 acres of land in Brazoria County, Texas.

Metes and Bounds - Information does not match line table for line L1

Metes and Bounds - Information does not match curve table for curve C1.

LEGEND:

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



# ASHLAND SECTION FOUR

BEING 19.38 ACRES OF LAND CONTAINING 88 LOTS (50'/55' X 120' TYP.) AND SIX RESERVES IN FIVE 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

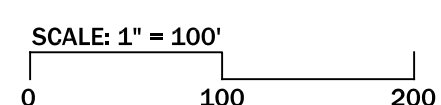
ENGINEER:  
**QUIDDITY ENGINEERING, LLC**  
6330 W LOOP S, SUITE 150  
BELLAIRE, TEXAS 77401  
(713)-777-5337

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





CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	970.00'	09°03'58"	153.49'	S 79°01'43" W	153.33'
C2	2970.00'	07°22'02"	381.89'	N 87°14'43" E	381.63'
C3	3030.00'	01°59'22"	105.21'	S 88°04'34" E	105.20'
C4	3000.00'	05°03'36"	264.94'	S 86°32'27" E	264.86'
C5	200.00'	112°50'36"	393.90'	S 08°50'19" W	333.25'
C6	300.00'	79°27'24"	416.03'	N 23°34'00" E	383.49'
C7	700.00'	13°31'47"	165.30'	S 09°23'48" E	164.91'
C8	400.00'	13°31'47"	94.45'	N 09°23'48" W	94.24'
C9	460.00'	09°13'11"	74.02'	S 11°33'08" E	73.94'
C10	55.00'	76°40'46"	73.61'	N 54°30'05" W	68.24'
C11	760.00'	10°43'30"	142.26'	N 10°47'57" W	142.05'
C12	3030.00'	02°07'01"	111.94'	N 86°01'23" W	111.94'
C13	25.00'	80°16'46"	35.03'	N 54°53'44" E	32.23'
C14	330.00'	48°32'21"	279.57'	N 39°01'32" E	271.28'
C15	270.00'	10°20'25"	48.73'	S 58°07'30" W	48.66'
C16	25.00'	87°08'01"	38.02'	S 09°23'17" W	34.46'
C17	230.00'	88°35'10"	355.61'	S 10°06'52" W	321.23'
C18	25.00'	70°34'09"	30.79'	S 19°07'22" W	28.88'
C19	730.00'	09°15'15"	117.91'	N 11°32'04" W	117.78'
C20	25.00'	85°56'00"	37.50'	N 49°52'27" W	34.08'
C21	25.00'	19°11'17"	8.37'	S 77°33'54" W	8.33'
C22	65.00'	115°03'20"	130.53'	N 54°30'05" W	109.67'
C23	25.00'	19°11'17"	8.37'	S 08°34'03" E	8.33'
C24	790.00'	08°51'45"	122.20'	N 11°43'50" W	122.07'
C25	25.00'	91°11'35"	39.79'	N 52°53'45" W	35.72'
C26	2970.00'	04°04'34"	211.29'	S 87°01'58" E	211.25'
C27	25.00'	81°55'24"	35.75'	S 44°01'59" E	32.78'
C28	330.00'	13°05'25"	75.39'	S 09°37'00" E	75.23'
C29	670.00'	08°33'33"	100.09'	S 11°52'55" E	99.99'
C30	25.00'	94°45'42"	41.35'	S 39°46'42" W	36.79'
C31	25.00'	83°14'32"	36.32'	N 51°13'11" W	33.21'
C32	430.00'	06°33'46"	49.25'	N 12°52'49" W	49.23'
C33	430.00'	04°37'50"	34.75'	S 13°50'47" E	34.74'
C34	25.00'	102°27'36"	44.71'	N 39°41'56" E	38.98'
C35	25.00'	82°09'56"	35.85'	N 50°08'43" W	32.86'
C36	490.00'	07°04'57"	60.57'	S 12°37'14" E	60.53'
C37	370.00'	04°22'34"	28.37'	N 13°57'55" W	28.36'
C38	25.00'	98°55'40"	43.17'	S 37°41'42" W	38.00'
C39	25.00'	76°40'46"	33.46'	N 54°30'05" W	31.02'
C40	730.00'	08°41'51"	110.81'	S 11°48'47" E	110.71'
C41	25.00'	92°30'28"	40.36'	N 38°47'22" E	36.12'
C42	25.00'	135°00'36"	58.91'	N 87°45'46" W	46.20'
C43	170.00'	57°06'45"	169.46'	S 08°17'54" W	162.53'
C44	25.00'	135°00'36"	58.91'	N 75°38'26" W	46.20'
C45	270.00'	32°52'04"	154.89'	N 08°17'54" E	152.77'

Curve C1 information does not match metes and bounds description.

Line L1 distance does not match metes and bounds description (7.38').

LINE	DISTANCE	BEARING
L1	3.17'	N 74°29'44" E
L2	60.00'	N 00°55'44" E
L3	26.10'	N 02°55'07" E
L4	43.96'	N 05°32'39" E
L5	103.10'	N 24°54'06" E
L6	100.11'	N 39°10'31" E
L7	106.55'	N 55°35'04" E
L8	135.90'	N 63°17'42" E
L9	21.37'	S 63°17'42" W
L10	130.75'	S 26°42'18" E
L11	67.37'	S 06°24'33" E
L12	54.59'	S 02°02'25" W
L13	48.84'	S 08°09'53" W
L14	50.00'	S 11°44'21" W
L15	158.16'	S 15°56'18" W
L16	229.26'	S 09°18'28" E
L17	60.52'	S 06°28'10" E
L18	36.21'	N 87°09'33" E
L19	185.08'	S 02°50'27" E
L20	47.26'	N 54°48'09" W
L21	23.13'	N 35°29'55" E
L22	53.19'	S 63°17'42" W
L23	14.14'	N 47°50'27" W
L24	14.14'	S 42°09'33" W
L25	12.72'	N 31°28'05" E
L26	101.03'	S 11°55'50" E
L27	325.81'	S 16°09'42" E
L28	48.95'	S 14°25'51" E
L29	58.95'	S 08°53'15" E
L30	11.83'	S 68°37'21" E
L31	47.79'	S 10°58'15" E
L32	54.31'	S 15°27'49" E
L33	374.77'	S 16°09'42" E
L34	58.75'	S 14°27'49" E

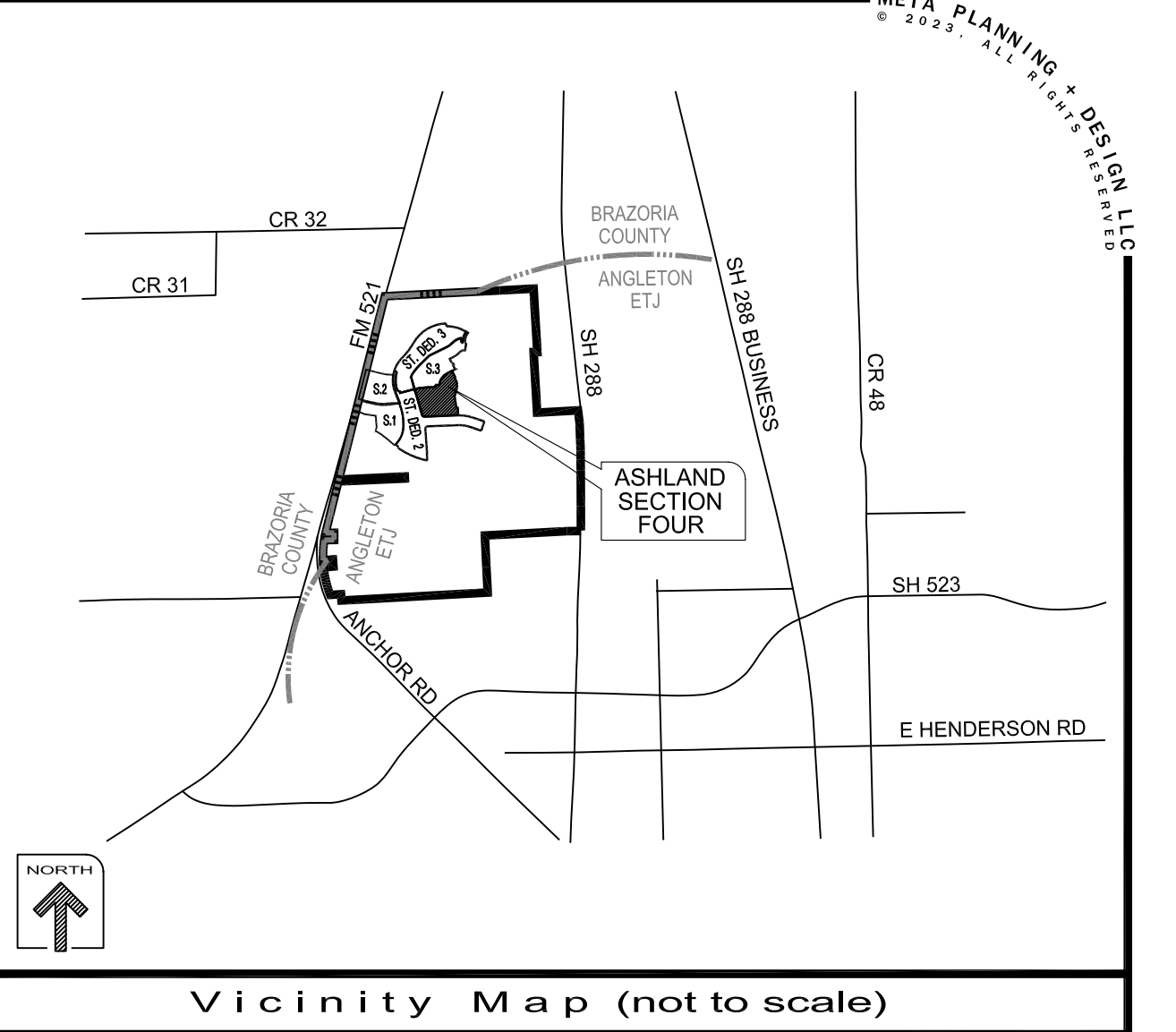
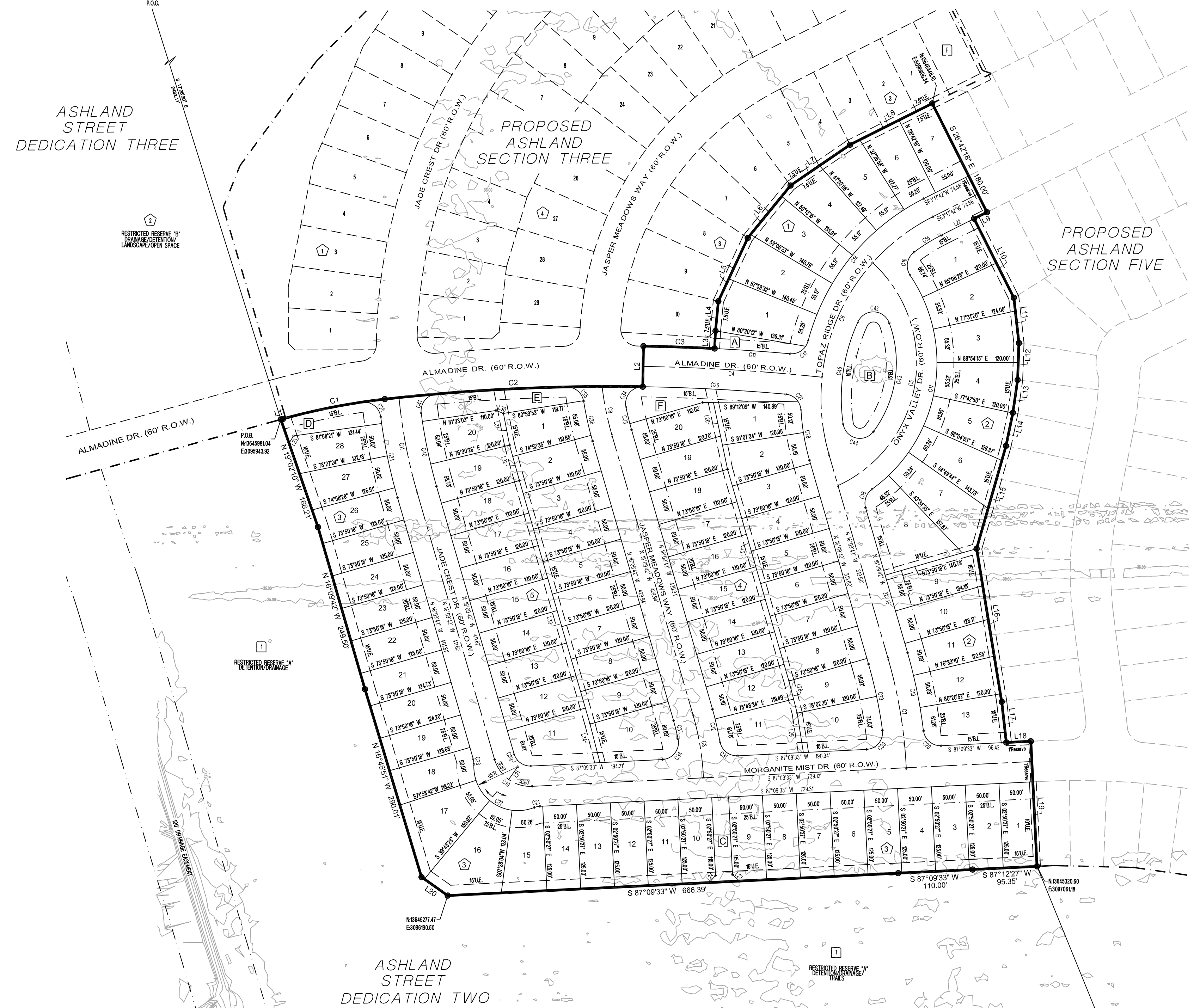
- LEGEND:
- 1.) "B.L." INDICATES BUILDING LINE.
  - 2.) "U.E." INDICATES UTILITY EASEMENT.
  - 3.) "R.O.W." INDICATES RIGHT-OF-WAY.
  - 4.) "P.O.B." INDICATES POINT OF BEGINNING.
  - 5.) "FND" INDICATES FOUND.
  - 6.) "IP" INDICATES IRON PIPE.
  - 7.) "IR" INDICATES IRON ROD.
  - 8.) "VOL." INDICATES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

LINE TYPE	LEGEND
—	PLAT BOUNDARY
---	LOT LINE, R.O.W.
---	BUILDING LINE
---	CENTER LINE
---	UTILITY EASEMENT, 1' RESERVE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.06	2,486	LANDSCAPE/ OPEN SPACE
B	0.27	11,670	LANDSCAPE/ OPEN SPACE
C	0.07	3,228	LANDSCAPE/ OPEN SPACE
D	0.11	4,863	LANDSCAPE/ OPEN SPACE
E	0.17	7,389	LANDSCAPE/ OPEN SPACE
F	0.14	6,331	LANDSCAPE/ OPEN SPACE

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF QUANCE 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.



LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
BLOCK 1				BLOCK 3			
LOT 1	9.118	LOT 1	6.252	LOT 1	6.846	LOT 1	7.027
LOT 2	8.715	LOT 2	6.250	LOT 2	6.569	LOT 2	6.668
LOT 3	8.496	LOT 3	6.250	LOT 3	6.000	LOT 3	6.600
LOT 4	8.169	LOT 4	6.250	LOT 4	6.000	LOT 4	6.000
LOT 5	7.594	LOT 5	6.250	LOT 5	6.000	LOT 5	6.000
LOT 6	7.072	LOT 6	6.250	LOT 6	6.000	LOT 6	6.000
LOT 7	6.600	LOT 7	6.250	LOT 7	6.000	LOT 7	6.000
LOT 8	6.250	LOT 8	6.250	LOT 8	6.000	LOT 8	6.000
LOT 9	6.200	LOT 9	6.200	LOT 9	6.420	LOT 9	6.000
BLOCK 2				BLOCK 4			
LOT 1	6.200	LOT 10	6.200	LOT 10	8.097	LOT 10	8.585
LOT 2	8.382	LOT 11	6.250	LOT 11	8.077	LOT 11	8.236
LOT 3	7.659	LOT 12	6.250	LOT 12	6.145	LOT 12	6.000
LOT 4	7.488	LOT 13	6.250	LOT 13	6.000	LOT 13	6.000
LOT 5	7.246	LOT 14	6.250	LOT 14	6.000	LOT 14	6.000
LOT 6	7.801	LOT 15	6.884	LOT 15	6.000	LOT 15	6.000
LOT 7	9.528	LOT 16	10.873	LOT 16	6.000	LOT 16	6.000
LOT 8	11.031	LOT 17	9.541	LOT 17	6.000	LOT 17	6.000
LOT 9	7.561	LOT 18	8.201	LOT 18	6.000	LOT 18	6.000
LOT 10	6.558	LOT 19	6.196	LOT 19	6.092	LOT 19	6.884
LOT 11	6.488	LOT 20	6.223	LOT 20	6.881	LOT 20	7.069
LOT 12	6.343	LOT 21	6.246				
LOT 13	7.720	LOT 22	6.250				
		LOT 23	6.250				
		LOT 24	6.250				
		LOT 25	6.250				
		LOT 26	6.359				
		LOT 27	6.766				
		LOT 28	7.139				

# ASHLAND SECTION FOUR

BEING 19.38 ACRES OF LAND CONTAINING 88 LOTS (50'/55' X 120' TYP.) AND SIX RESERVES IN FIVE 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 LAKE, 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: 281-820-1422

SCALE: 1" = 100'

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 4, 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 Jores, 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 Jores  
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 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. 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.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 19.38 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 19.38 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, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBC") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet:

- THENCE, South 17°23'56" East, 2482.00 feet to the POINT OF BEGINNING of the herein described subject tract;
- THENCE, North 74°29'44" East, 7.38 feet to a point for corner marking the beginning of a non-tangent curve to the right;
- THENCE, along the arc of said non-tangent curve to the right having a radius of 970.00 feet, a central angle of 08°49'05", an arc length of 149.29 feet, and a long chord bearing North 79°09'22" East, with a chord length of 149.14 feet, to a point for corner marking the beginning of a compound curve to the right;
- THENCE, along the arc of said compound curve to the right having a radius of 2970.00 feet, a central angle of 07°22'02", an arc length of 381.89 feet, and a long chord bearing North 87°14'43" East, with a chord length of 381.63 feet, to a point for corner;
- THENCE, North 00°55'44" East, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
- THENCE, along the arc of said non-tangent curve to the right having a radius of 3030.00 feet, a central angle of 01°59'22", an arc length of 105.21 feet, and a long chord bearing South 88°04'34" East, with a chord length of 105.20 feet, to a point for corner;
- THENCE, North 02°55'07" East, 26.10 feet to a point for corner;
- THENCE, North 05°32'39" East, 43.96 feet to a point for corner;
- THENCE, North 24°54'06" East, 103.10 feet to a point for corner;
- THENCE, North 39°10'31" East, 100.11 feet to a point for corner;
- THENCE, North 55°35'04" East, 106.55 feet to a point for corner;
- THENCE, North 63°17'42" East, 135.90 feet to a point for corner;
- THENCE, South 26°42'18" East, 180.00 feet to a point for corner;
- THENCE, South 63°17'42" West, 21.37 feet to a point for corner;
- THENCE, South 26°42'18" East, 130.75 feet to a point for corner;
- THENCE, South 06°24'33" East, 67.37 feet to a point for corner;
- THENCE, South 02°02'25" West, 54.59 feet to a point for corner;
- THENCE, South 08°09'53" West, 48.84 feet to a point for corner;
- THENCE, South 11°44'21" West, 50.00 feet to a point for corner;
- THENCE, South 15°56'18" West, 158.16 feet to a point for corner;
- THENCE, South 09°18'28" East, 229.26 feet to a point for corner;
- THENCE, South 06°28'10" East, 60.52 feet to a point for corner;
- THENCE, North 87°09'33" East, 36.21 feet to a point for corner;
- THENCE, South 02°50'27" East, 185.08 feet to a point for corner;
- THENCE, South 87°12'27" West, 95.35 feet to a point for corner;
- THENCE, South 87°09'33" West, 776.39 feet to a point for corner;
- THENCE, North 54°48'09" West, 47.26 feet to a point for corner;
- THENCE, North 16°45'51" West, 290.01 feet to a point for corner;
- THENCE, North 16°09'42" West, 249.50 feet to a point for corner marking the beginning of a non-tangent curve to the right;
- THENCE, along the arc of said non-tangent curve to the right 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 North 19°02'10" West, with a chord length of 168.21 feet, to the POINT OF BEGINNING, CONTAINING 19.38 acres of land in Brazoria County, Texas.

LEGEND:

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

# ASHLAND SECTION FOUR

## BEING 19.38 ACRES OF LAND CONTAINING 88 LOTS (50'/55' X 120' TYP.) AND SIX RESERVES IN FIVE BLOCKS.

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

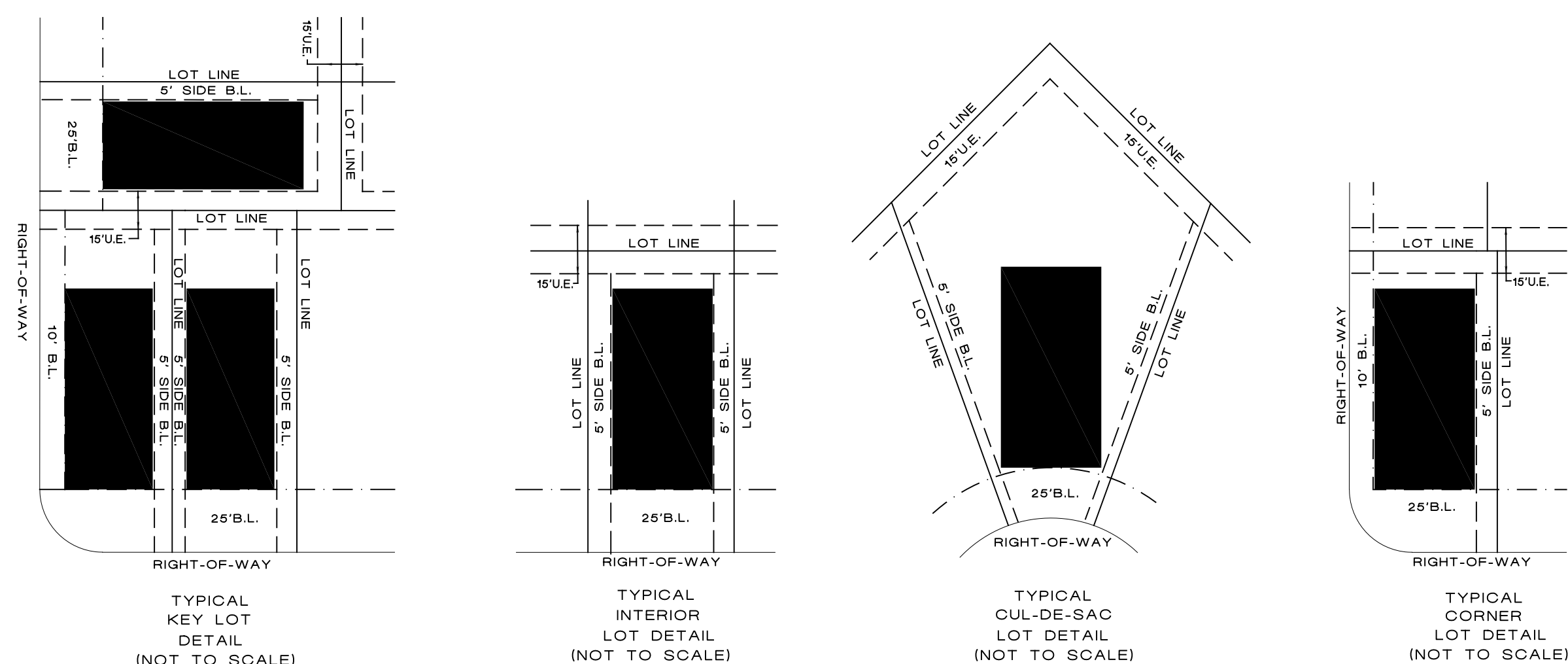
OWNER:  
ANCHOR HOLDINGS MP LLC  
101 PARKLANE BOULEVARD, SUITE 102  
SUGAR LAND, TEXAS 77478

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

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

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

SCALE: 1" = 100'  
0 100 200



CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	970.00'	08°49'05"	149.29'	N 79°09'22" E	149.14'
C2	2970.00'	07°22'02"	381.89'	N 87°14'43" E	381.63'
C3	3030.00'	01°59'22"	105.21'	S 88°04'34" E	105.20'
C4	3000.00'	05°03'36"	264.94'	S 86°32'27" E	264.86'
C5	200.00'	112°50'36"	393.90'	S 08°50'19" W	333.25'
C6	300.00'	79°27'24"	416.03'	N 23°34'00" E	383.49'
C7	700.00'	13°31'47"	165.30'	S 09°23'48" E	164.91'
C8	400.00'	13°31'47"	94.45'	N 09°23'48" W	94.24'
C9	460.00'	09°13'11"	74.02'	S 11°33'08" E	73.94'
C10	55.00'	76°40'46"	73.61'	N 54°30'05" W	68.24'
C11	760.00'	10°43'30"	142.26'	N 10°47'57" W	142.05'
C12	3030.00'	02°07'01"	111.94'	N 86°01'23" W	111.94'
C13	25.00'	80°16'46"	35.03'	N 54°53'44" E	32.23'
C14	330.00'	48°32'21"	279.57'	N 39°01'32" E	271.28'
C15	270.00'	10°20'25"	48.73'	S 58°07'30" W	48.66'
C16	25.00'	87°08'01"	38.02'	S 09°23'17" W	34.46'
C17	230.00'	88°35'10"	355.61'	S 10°06'52" W	321.23'
C18	25.00'	70°34'09"	30.79'	S 19°07'22" W	28.88'
C19	730.00'	09°15'15"	117.91'	N 11°32'04" W	117.78'
C20	25.00'	85°56'00"	37.50'	N 49°52'27" W	34.08'
C21	25.00'	19°11'17"	8.37'	S 77°33'54" W	8.33'
C22	65.00'	115°03'20"	130.53'	N 54°30'05" W	109.67'
C23	25.00'	19°11'17"	8.37'	S 06°34'03" E	8.33'
C24	790.00'	08°51'45"	122.20'	N 11°43'50" W	122.07'
C25	25.00'	91°11'35"	39.79'	N 52°53'45" W	35.72'
C26	2970.00'	04°04'34"	211.29'	S 87°01'58" E	211.25'
C27	25.00'	81°55'24"	35.75'	S 44°01'59" E	32.78'
C28	330.00'	13°05'25"	75.39'	S 09°37'00" E	75.23'
C29	670.00'	08°33'33"	100.09'	S 11°52'55" E	99.99'
C30	25.00'	94°45'42"	41.35'	S 39°46'42" W	36.79'
C31	25.00'	83°14'32"	36.32'	N 51°13'11" W	33.21'
C32	430.00'	06°33'46"	49.25'	N 12°52'49" W	49.23'
C33	430.00'	04°37'50"	34.75'	S 13°50'47" E	34.74'
C34	25.00'	102°27'36"	44.71'	N 39°41'56" E	38.98'
C35	25.00'	82°09'56"	35.85'	N 50°08'43" W	32.86'
C36	490.00'	07°04'57"	60.57'	S 12°37'14" E	60.53'
C37	370.00'	04°22'34"	28.37'	N 13°57'55" W	28.36'
C38	25.00'	98°55'40"	43.17'	S 37°41'42" W	38.00'
C39	25.00'	76°40'46"	33.46'	N 54°30'05" W	31.02'
C40	730.00'	08°41'51"	110.81'	S 11°48'47" E	110.71'
C41	25.00'	92°30'28"	40.36'	N 38°47'22" E	36.12'
C42	25.00'	135°00'36"	58.91'	N 87°45'46" W	46.20'
C43	170.00'	57°06'45"	169.46'	S 08°17'54" W	162.53'
C44	25.00'	135°00'36"	58.91'	N 75°38'26" W	46.20'
C45	270.00'	32°52'04"	154.89'	N 08°17'54" E	152.77'

LINE	DISTANCE	BEARING
L1	7.38'	N 74°29'44" E
L2	60.00'	N 00°55'44" E
L3	26.10'	N 02°55'07" E
L4	43.96'	N 05°32'39" E
L5	103.10'	N 24°54'06" E
L6	100.11'	N 39°10'31" E
L7	106.55'	N 55°35'04" E
L8	135.90'	N 63°17'42" E
L9	21.37'	S 63°17'42" W
L10	130.75'	S 26°42'18" E
L11	67.37'	S 06°24'33" E
L12	54.59'	S 02°02'25" W
L13	48.84'	S 08°09'53" W
L14	50.00'	S 11°44'21" W
L15	158.16'	S 15°56'18" W
L16	229.26'	S 09°18'28" E
L17	60.52'	S 06°28'10" E
L18	36.21'	N 87°09'33" E
L19	185.08'	S 02°50'27" E
L20	47.26'	N 54°48'09" W
L21	23.13'	N 35°29'55" E
L22	53.19'	S 63°17'42" W
L23	14.14'	N 47°50'27" W
L24	14.14'	S 42°09'33" W
L25	12.72'	N 31°28'05" E
L26	101.03'	S 11°55'50" E
L27	325.81'	S 16°09'42" E
L28	48.95'	S 14°25'51" E
L29	58.95'	S 08°53'15" E
L30	11.83'	S 68°37'21" E
L31	47.79'	S 10°58'15" E
L32	54.31'	S 15°27'49" E
L33	374.77'	S 16°09'42" E
L34	58.75'	S 14°27'49" E

ASHLAND STREET DEDICATION THREE

PROPOSED ASHLAND SECTION THREE

PROPOSED ASHLAND SECTION FIVE

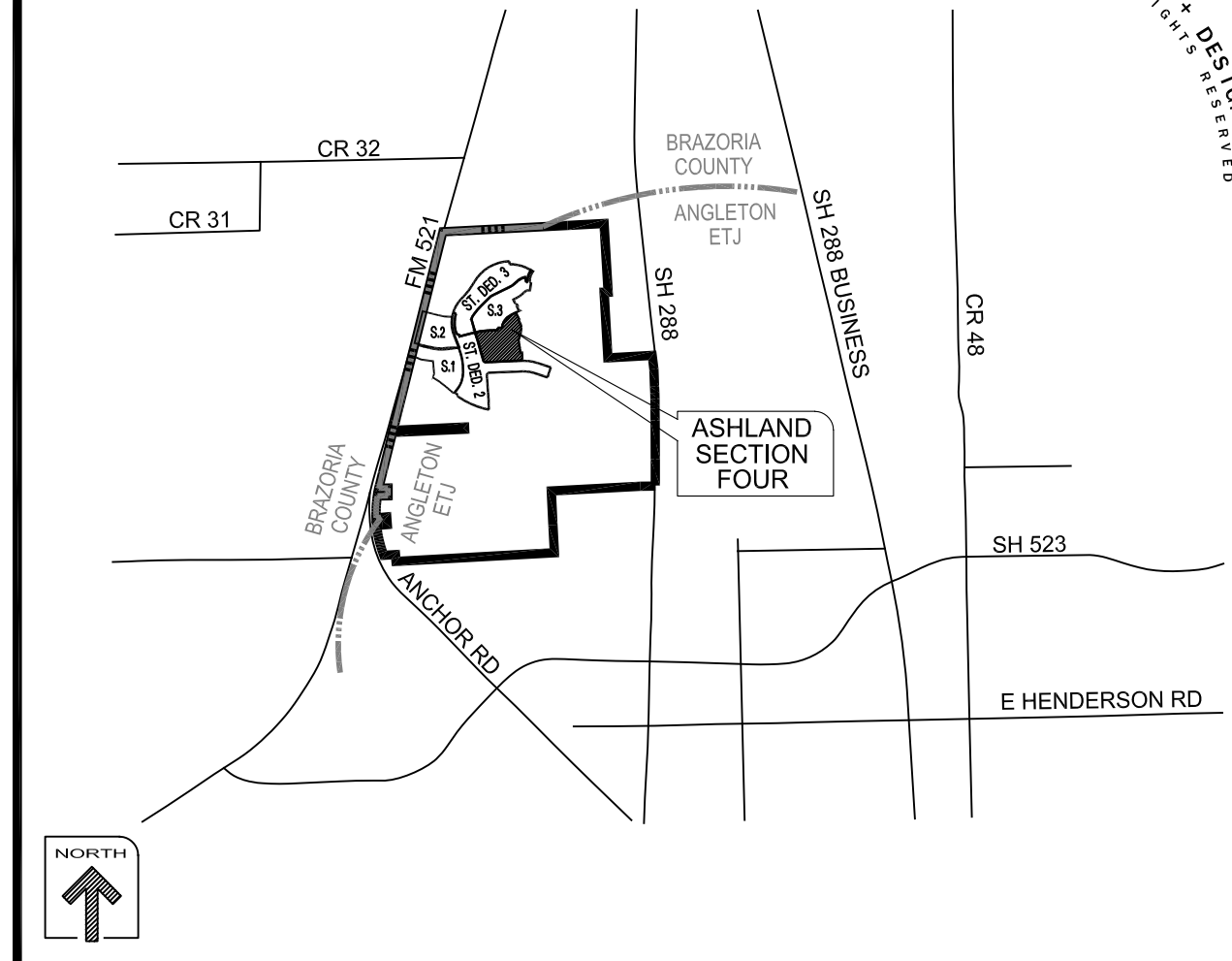
ASHLAND STREET DEDICATION TWO

- LEGEND:
- "B.L." INDICATES BUILDING LINE.
  - "U.E." INDICATES UTILITY EASEMENT.
  - "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.
  - "O.P.R.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
  - "S" INDICATES STREET NAME CHANGE.
  - "B" INDICATES BLOCK NUMBER.
  - "A" INDICATES RESERVE NUMBER.
  - "55R" INDICATES 65' CUL-DE-SAC RADIUS.
  - "P.O.C." INDICATES POINT OF COMMENCEMENT.

LINE TYPE	LEGEND
(Solid line)	PLAT BOUNDARY
(Dashed line)	LOT LINE, R.O.W.
(Dotted line)	BUILDING LINE
(Dash-dot line)	CENTER LINE
(Line with circles)	UTILITY EASEMENT, 1' RESERVE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.06	2,486	LANDSCAPE/ OPEN SPACE
B	0.27	11,670	LANDSCAPE/ OPEN SPACE
C	0.07	3,226	LANDSCAPE/ OPEN SPACE
D	0.11	4,863	LANDSCAPE/ OPEN SPACE
E	0.17	7,389	LANDSCAPE/ OPEN SPACE
F	0.14	6,331	LANDSCAPE/ OPEN SPACE

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.



Vicinity Map (not to scale)

NORTH

LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.	LOT NO.	LOT AREA SQ. FT.
<b>BLOCK 1</b>							
LOT 1	9,118	LOT 1	6,252	LOT 1	6,846	LOT 1	7,027
LOT 2	8,715	LOT 2	6,250	LOT 2	6,569	LOT 2	6,668
LOT 3	8,496	LOT 3	6,250	LOT 3	6,000	LOT 3	6,600
LOT 4	8,169	LOT 4	6,250	LOT 4	6,000	LOT 4	6,000
LOT 5	7,594	LOT 5	6,250	LOT 5	6,000	LOT 5	6,000
LOT 6	7,072	LOT 6	6,250	LOT 6	6,000	LOT 6	6,000
LOT 7	6,600	LOT 7	6,250	LOT 7	6,000	LOT 7	6,000
LOT 8	6,000	LOT 8	6,250	LOT 8	6,000	LOT 8	6,000
LOT 9	6,200	LOT 9	6,200	LOT 9	6,420	LOT 9	6,000
<b>BLOCK 2</b>							
LOT 1	6,200	LOT 10	6,200	LOT 10	8,097	LOT 10	8,585
LOT 2	8,382	LOT 11	6,250	LOT 11	8,077	LOT 11	8,236
LOT 3	7,771	LOT 12	6,250	LOT 12	6,145	LOT 12	6,000
LOT 4	7,659	LOT 13	6,250	LOT 13	6,250	LOT 13	6,000
LOT 5	7,488	LOT 14	6,250	LOT 14	6,000	LOT 14	6,000
LOT 6	7,246	LOT 15	6,884	LOT 15	6,000	LOT 15	6,000
LOT 7	7,801	LOT 16	10,673	LOT 16	6,000	LOT 16	6,000
LOT 8	9,528	LOT 17	9,541	LOT 17	6,000	LOT 17	6,000
LOT 9	11,031	LOT 18	8,201	LOT 18	6,000	LOT 18	6,000
LOT 10	7,561	LOT 19	6,196	LOT 19	6,092	LOT 19	6,884
LOT 11	6,558	LOT 20	6,223	LOT 20	6,881	LOT 20	7,069
LOT 12	6,488	LOT 21	6,246				
LOT 13	6,343	LOT 22	6,250				
		LOT 23	6,250				
		LOT 24	6,250				
		LOT 25	6,250				
		LOT 26	6,359				
		LOT 27	6,766				
		LOT 28	7,139				

# ASHLAND SECTION FOUR

BEING 19.38 ACRES OF LAND CONTAINING 88 LOTS (50'/55' X 120' TYP.) AND SIX RESERVES IN FIVE 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: 281-820-1422

SCALE: 1" = 100'  
 0 100 200



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

TYPE OF PLAT APPLICATION

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

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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

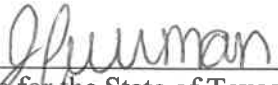
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements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

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.



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



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on Ashland Section Five Preliminary Plat

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

**BUDGETED AMOUNT:** None **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

An application for approval of the Preliminary Plat of Ashland Section 5 has been submitted and reviewed by staff. (Attachment 1). A development agreement is in place to establish standards for the Ashland Project. The subject property is 22.75 acres located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 102 lots, 5 blocks, 4 reserves. The reserve land use is restricted for school and related uses. The City Engineer comments have been provided (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.

As the Council is aware, there is no zoning or land use control in the ETJ except for that allowed by the Texas Local Government Code 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.

A Traffic Impact Analysis has also been submitted and reviewed for the entirety of the project. That TIA has been submitted to both TxDOT and Brazoria County for review and approval as well.

## **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). Staff has verified that Section 5 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the preliminary plat for the above referenced subdivision and has cleared the textual comments on the first review. The responses to the comments have been submitted and addressed by the applicant prior to this agenda posting. A no objection letter is attached with the referral agencies condition.

---

### *Record of Proceedings Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

#### **ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

#### **6. Discussion and possible action on Ashland Section 5 Preliminary Plat**

D.S. Director Otis Spriggs presented the item before the commission noting that Section 5, is directly next to Section 4, just east of it, having 102 lots at the 50-foot lot width average.

The same conditions would apply here for the textual changes all being cleared and all city engineering comments being met, and the referral agency conditions would follow as noted.

Commission Member Michelle Townsend asked for clarification on the attached concept plan. Caitlin King explained that Section 5 should have a land use of single family and lot specialty. She will provide the most recently approved Concept Plan which reflects the correction.

#### **Commission Action:**

Commission Member Michelle Townsend made a motion to approve the Ashland Section 5 Preliminary Plat with the noted conditions of the City Engineers final approval and the final approval of the referral agencies; the motion was seconded by Commission Member Henry Munson.

**Roll Call Vote:** Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Nay; Commission Member Deborah Spoor- Nay; **Vote was 2-2**, the Section 5 Preliminary Plat was denied.

#### **RECOMMENDATION:**

The Planning and Zoning Commission voted 2-2, to deny the application for the Preliminary Plat for Ashland Section 5. Staff recommends approval by City Council based on the findings and corrections cleared on the subject plat deficiencies, subject to final referral agency approvals and final sign-off by the City Engineer.

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 5, 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 Jores, 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 Jores  
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 ends 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 rest 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.

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

VERTICAL DATUM:  
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS\_1012 AND HCOG\_14012.

13.) 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 #02, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 22.75 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 (OPRC), said 22.75 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. 01-080856 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CB") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet;  
THENCE, South 39°49'35" East, 2849.75 feet to the POINT OF BEGINNING of the herein described subject tract;  
THENCE, North 57°51'47" East, 113.51 feet to a point for corner;  
THENCE, North 63°17'42" East, 275.00 feet to a point for corner;  
THENCE, North 63°56'38" East, 54.51 feet to a point for corner;  
THENCE, North 66°31'30" East, 54.29 feet to a point for corner;  
THENCE, North 69°37'38" East, 70.23 feet to a point for corner;  
THENCE, North 72°44'57" East, 60.00 feet to a point for corner;  
THENCE, North 73°30'38" East, 65.92 feet to a point for corner;  
THENCE, North 75°56'46" East, 180.20 feet to a point for corner;  
THENCE, North 74°52'19" East, 76.39 feet to a point for corner marking the beginning of a tangent curve to the right;

THENCE, along the arc of said tangent curve to the right, having a radius of 1765.00 feet, a central angle of 37°35'46", an arc length of 1158.15 feet, and a long chord bearing South 03°40'12" West, with a chord length of 1137.48 feet to a point for corner;

THENCE, South 22°28'05" West, 189.80 feet to a point for corner marking the beginning of a tangent curve to the left;

THENCE, along the arc of said tangent curve to the left, having a radius of 1834.82 feet, a central angle of 01°01'31", an arc length of 32.83 feet, and a long chord bearing South 21°57'20" West, with a chord length of 32.83 feet to a point for corner;

THENCE, North 72°27'47" West, 324.50 feet to a point for corner;

THENCE, North 75°07'34" West, 118.39 feet to a point for corner;

THENCE, North 81°51'46" West, 118.17 feet to a point for corner;

THENCE, North 88°38'15" West, 118.17 feet to a point for corner;

THENCE, South 87°12'27" West, 24.62 feet to a point for corner;

THENCE, North 02°50'27" West, 185.08 feet to a point for corner;

THENCE, South 87°09'33" West, 36.21 feet to a point for corner;

THENCE, North 06°28'10" West, 60.52 feet to a point for corner;

THENCE, North 09°18'28" West, 229.26 feet to a point for corner;

THENCE, North 15°56'18" East, 158.16 feet to a point for corner;

THENCE, North 11°44'21" East, 50.00 feet to a point for corner;

THENCE, North 08°09'53" East, 48.84 feet to a point for corner;

THENCE, North 02°02'25" East, 54.59 feet to a point for corner;

THENCE, North 06°24'33" West, 67.37 feet to the POINT OF BEGINNING, CONTAINING 22.75 acres of land in Brazoria County, Texas.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 4.) "P.O.B." INDICATES POINT OF BEGINNING.
- 5.) "FND" INDICATES FOUND.
- 6.) "IP" INDICATES IRON PIPE.
- 7.) "IR" INDICATES IRON ROD.
- 8.) "S" INDICATES STREET NAME CHANGE.
- 9.) "C" INDICATES BLOCK NUMBER.
- 10.) "A" INDICATES RESERVE NUMBER.
- 11.) "R" INDICATES 65' CUL-D-SAC RADIUS.
- 13.) "P.O.C." INDICATES POINT OF COMMENCEMENT.

# ASHLAND SECTION FIVE

BEING 22.75 ACRES OF LAND CONTAINING 102 LOTS (50' X 120' TYP.) AND FOUR RESERVES IN FIVE 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

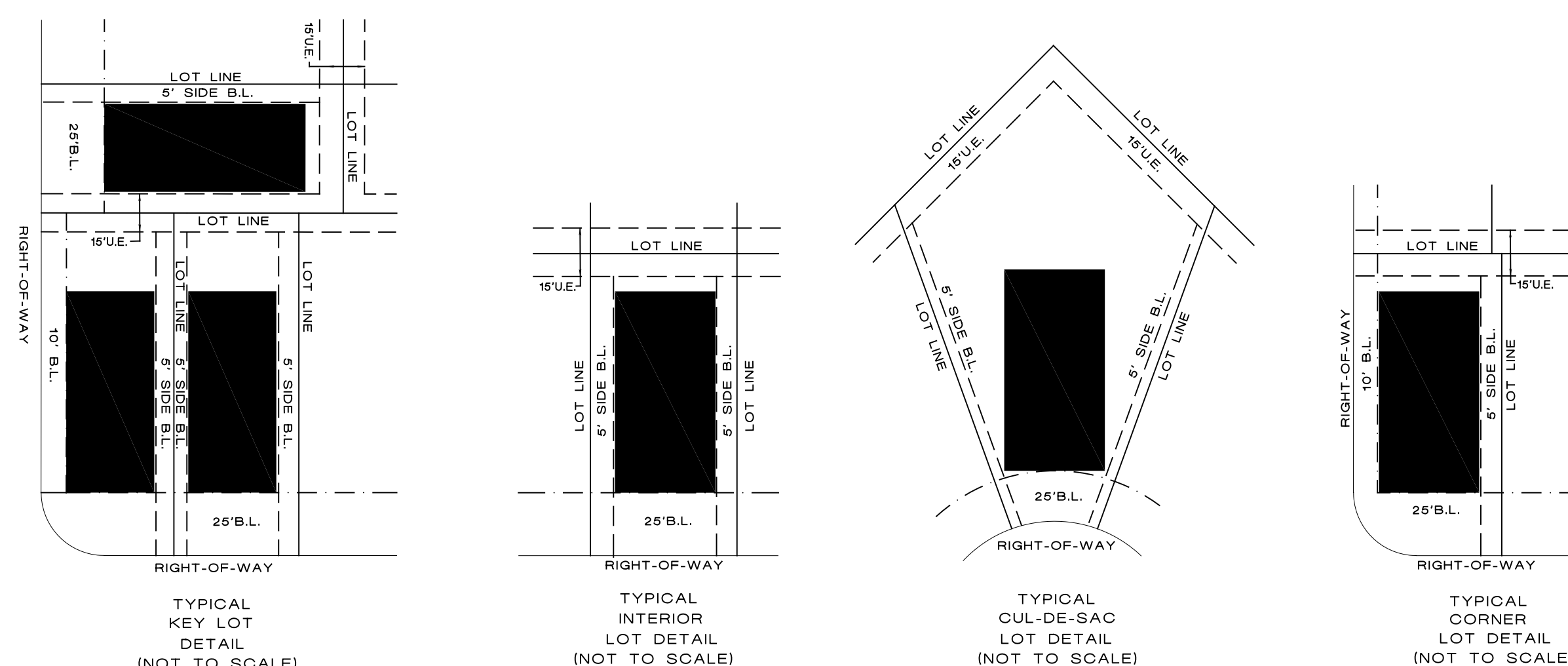
SURVEYOR:  
**QUIDDITY ENGINEERING, LLC**  
6330 W LOOP S, SUITE 150  
BELLAIRE, TEXAS 77401  
TBPLS FIRM REGISTRATION No. 10046104

PLANNER:



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

SCALE: 1" = 100'  
0 100 200



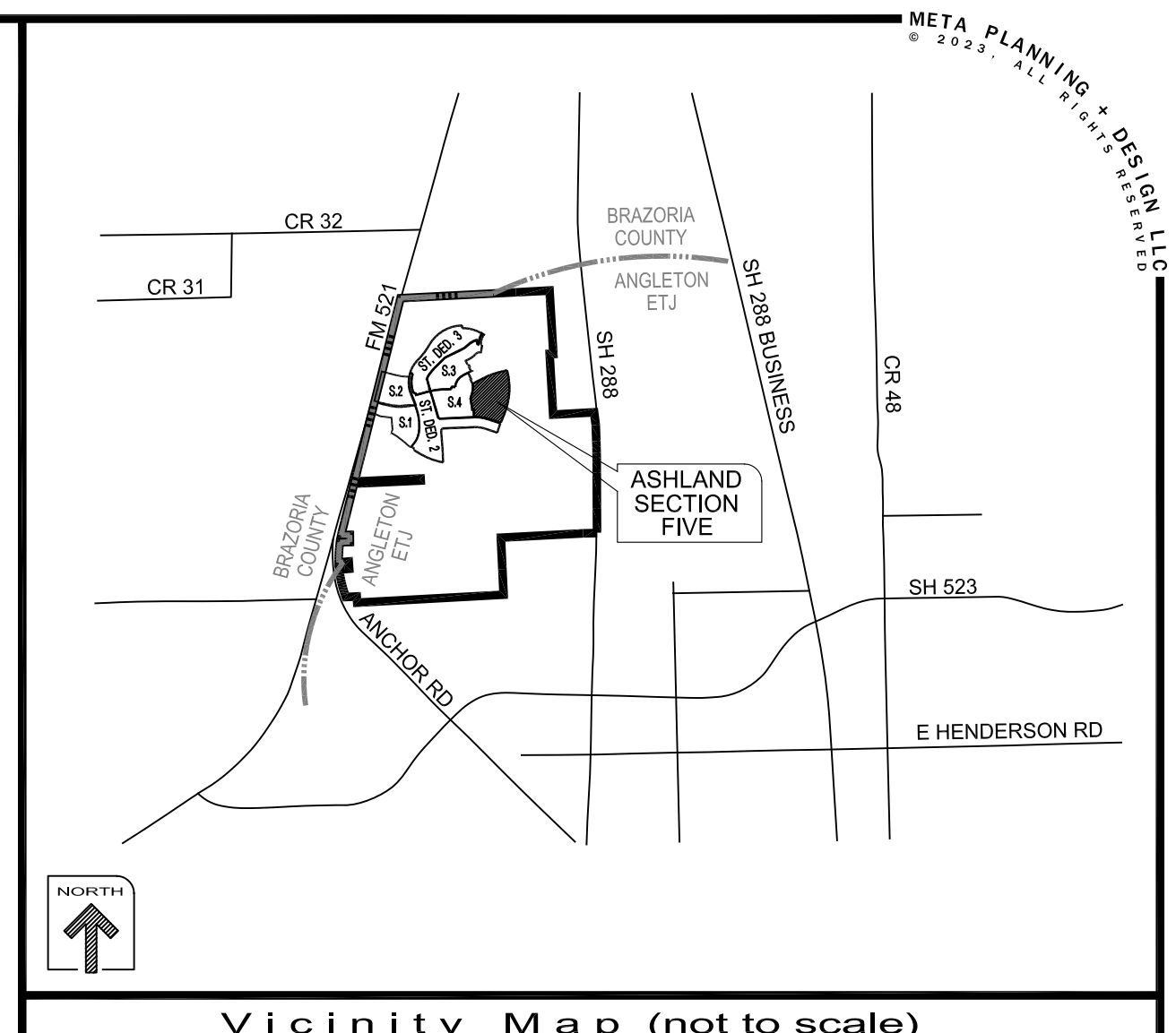


CURVE TABLE

Table with 5 columns: CURVE, RADIUS, CENTRAL ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Contains 62 rows of curve data.

LINE TABLE

Table with 3 columns: LINE, DISTANCE, BEARING. Contains 45 rows of line data.



Lot area table with 3 columns: BLOCK NO, LOT NO, LOT AREA SQ. FT. Lists lot numbers and areas for Blocks 1 through 5.

# ASHLAND SECTION FIVE

BEING 22.75 ACRES OF LAND CONTAINING 102 LOTS (50' X 120' TYP.) AND FOUR RESERVES IN FIVE BLOCKS.

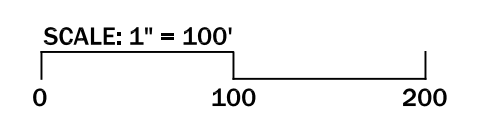
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

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

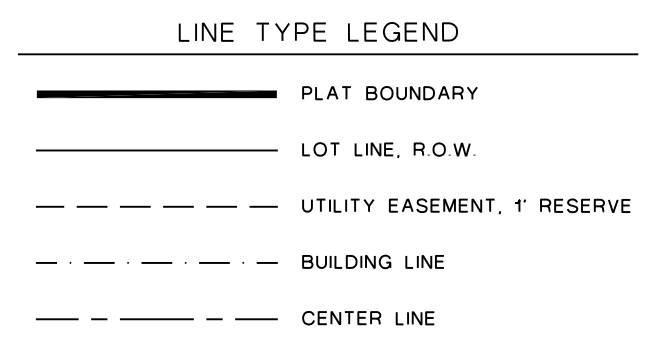
SURVEYOR: QUIDDITY ENGINEERING, LLC 6330 W LOOP S, SUITE 150 BELLAIRE, TEXAS 77401 TBPLS FIRM REGISTRATION No. 10046104

PLANNER: META PLANNING + DESIGN LLC 24285 KATY FREEWAY, SUITE 525 KATY, TEXAS 77494 | TEL: 281-820-1422



DISCLAIMER AND LIMITED WARRANTY: THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES...

- LEGEND: 1) "B.L." INDICATES BUILDING LINE. 2) "U.E." INDICATES UTILITY EASEMENT. 3) "R.O.W." INDICATES RIGHT-OF-WAY. 4) "P.O.B." INDICATES POINT OF BEGINNING. 5) "FND" INDICATES FOUND. 6) "IP" INDICATES IRON PIPE. 7) "IR" INDICATES IRON ROD. 8) " " INDICATES STREET NAME CHANGE. 9) " " INDICATES BLOCK NUMBER. 10) " " INDICATES RESERVE NUMBER. 11) " " INDICATES 65' CUL-DE-SAC RADIUS. 12) " " INDICATES POINT OF COMMENCEMENT.



LAND USE TABLE with 4 columns: RESERVE, ACREAGE, SQ. FT., LAND USE. Lists reserves A, B, C, D and their respective acreages and square footages.



September 22, 2023

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

Re: On-Going Services  
Ashland Section 5 Subdivision Preliminary Plat – 3<sup>rd</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes any applicable referral agency such as Brazoria County, Drainage District, TxDOT.
2. Applicable subdivision improvement plans shall be submitted for review.

Sheet 2 of 2

1. Unresolved comment: Curve C2 information (central angle) does not match metes and bounds description.
2. Label missing "Proposed Ashland Section Three".

HDR takes no objection to the proposed Ashland Section 5 Subdivision 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)

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 5, 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.

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COUNTY OF BRAZORIA §

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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:

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- 2.) "U.E." INDICATES UTILITY EASEMENT.
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- 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 (NAVDB88), 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.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 22.75 acre tract of land situated in Shubael Marsh Survey, 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 (OPRC); said 22.75 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 radius of 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 (OPRC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBG") bears along the east line of said FM 521, South 14°02'37" West, 4511.00 feet;  
THENCE, South 39°48'35" East, 2849.75 feet to the POINT OF BEGINNING of the herein described subject tract;  
THENCE, North 57°51'47" East, 113.51 feet to a point for corner;  
THENCE, North 63°17'42" East, 275.00 feet to a point for corner;  
THENCE, North 63°56'38" East, 54.51 feet to a point for corner;  
THENCE, North 66°31'30" East, 54.29 feet to a point for corner;  
THENCE, North 69°37'38" East, 70.23 feet to a point for corner;  
THENCE, North 72°44'57" East, 60.00 feet to a point for corner;  
THENCE, North 73°30'38" East, 65.92 feet to a point for corner;  
THENCE, North 75°56'46" East, 180.20 feet to a point for corner;  
THENCE, North 74°52'19" East, 76.39 feet to the point for corner marking the beginning of a tangent curve to the right;

Metes and Bounds - Information does not match curve table for curve C2.

THENCE, along the arc of said tangent curve to the right, having a radius of 1265.00 feet, a central angle of 37°35'46", an arc length of 1158.15 feet, and a long chord bearing South 03°40'12" West, with a chord length of 1137.48 feet to a point for corner;  
THENCE, South 22°28'05" West, 189.80 feet to a point for corner marking the beginning of a tangent curve to the left;  
THENCE, along the arc of said tangent curve to the left, having a radius of 1834.82 feet, a central angle of 01°01'51", an arc length of 32.83 feet, and a long chord bearing South 21°57'20" West, with a chord length of 32.83 feet to a point for corner;  
THENCE, North 72°27'47" West, 324.50 feet to a point for corner;  
THENCE, North 75°07'34" West, 118.39 feet to a point for corner;  
THENCE, North 81°51'46" West, 118.17 feet to a point for corner;  
THENCE, North 88°38'15" West, 118.17 feet to a point for corner;  
THENCE, South 87°12'27" West, 24.62 feet to a point for corner;  
THENCE, North 02°50'27" West, 185.08 feet to a point for corner;  
THENCE, South 87°09'33" West, 36.21 feet to a point for corner;  
THENCE, North 06°28'10" West, 60.52 feet to a point for corner;  
THENCE, North 09°18'28" West, 229.26 feet to a point for corner;  
THENCE, North 15°56'18" East, 158.16 feet to a point for corner;  
THENCE, North 11°44'21" East, 50.00 feet to a point for corner;  
THENCE, North 08°09'53" East, 48.84 feet to a point for corner;  
THENCE, North 02°02'25" East, 54.59 feet to a point for corner;  
THENCE, North 06°24'33" West, 67.37 feet to the POINT OF BEGINNING, CONTAINING 22.75 acres of land in Brazoria County, Texas.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 4.) "P.O.B." INDICATES POINT OF BEGINNING.
- 5.) "FND" INDICATES FOUND.
- 6.) "IP" INDICATES IRON PIPE.
- 7.) "IR" INDICATES IRON ROD.
- 8.) " " INDICATES STREET NAME CHANGE.
- 9.) " " INDICATES BLOCK NUMBER.
- 10.) " " INDICATES RESERVE NUMBER.
- 11.) " " INDICATES RESERVE NUMBER.
- 12.) " " INDICATES 65' CUL-DE-SAC RADIUS.
- 13.) "P.O.C." INDICATES POINT OF COMMENCEMENT.

# ASHLAND SECTION FIVE

BEING 22.75 ACRES OF LAND CONTAINING 102 LOTS (50' X 120' TYP.) AND FOUR RESERVES IN FIVE BLOCKS.

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

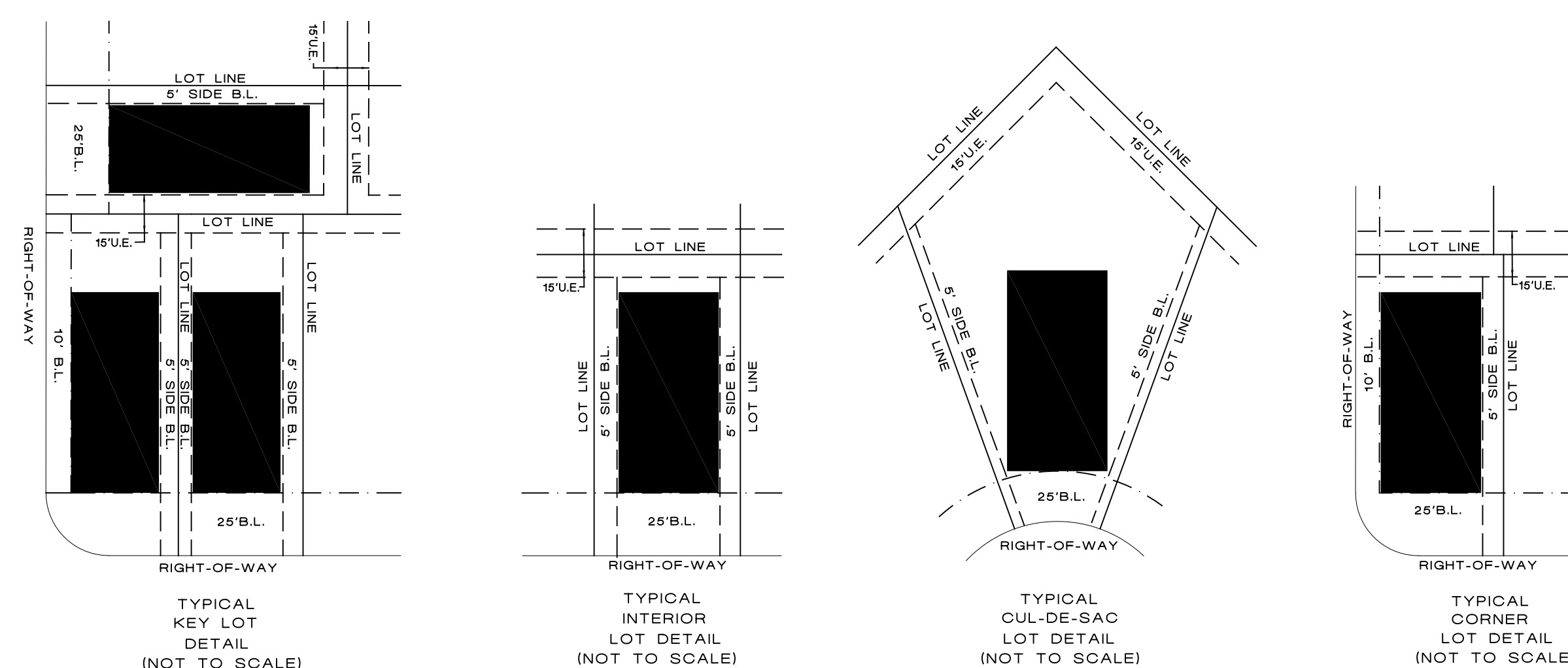
OWNER:  
**ANCHOR HOLDINGS MP LLC**  
101 PARKLANE BOULEVARD, SUITE 102  
SUGAR LAND, TEXAS 77478

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

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

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

SCALE: 1" = 100'  
0 100 200



Curve C2 information (central angle) does not match metes and bounds description.

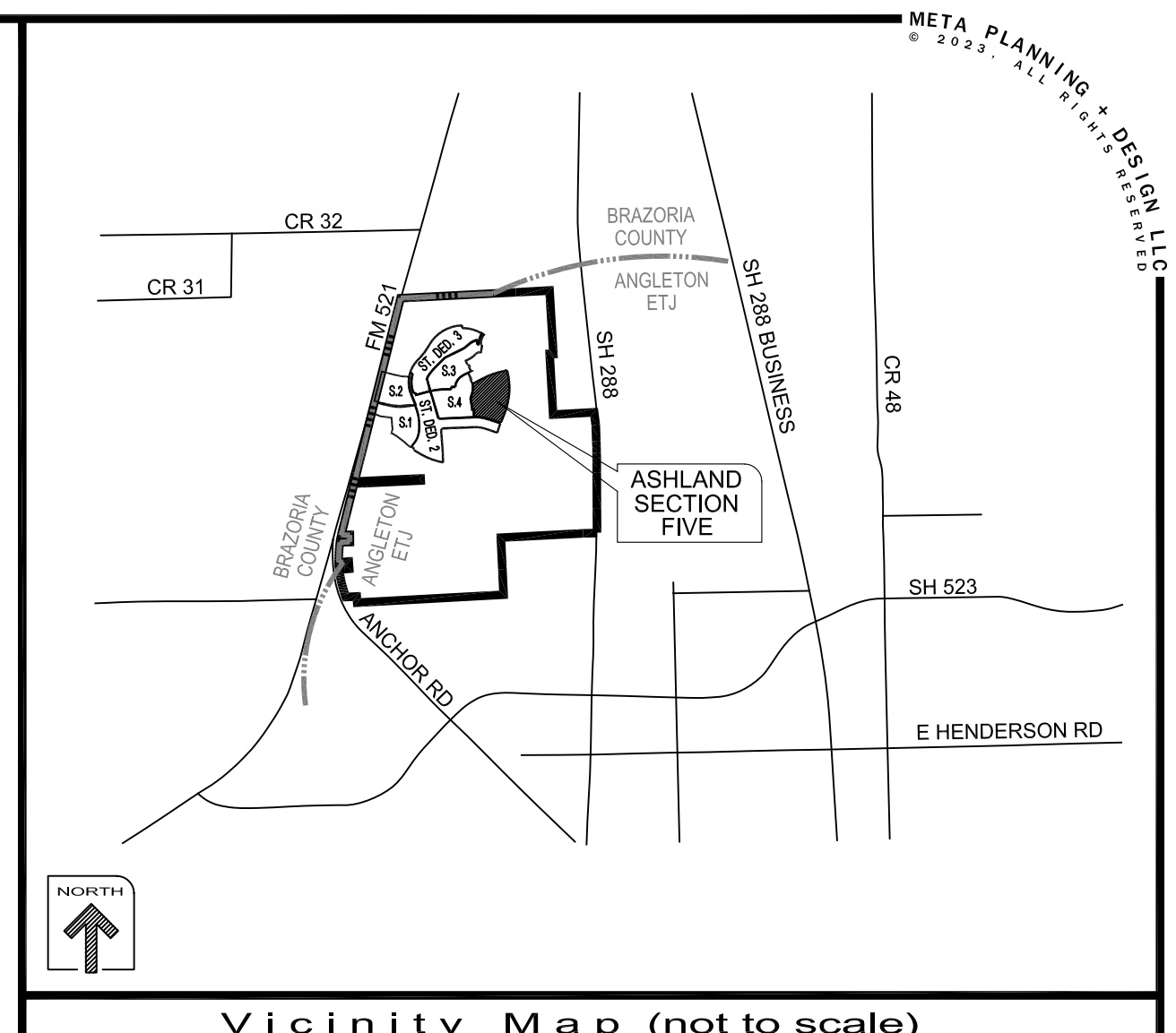
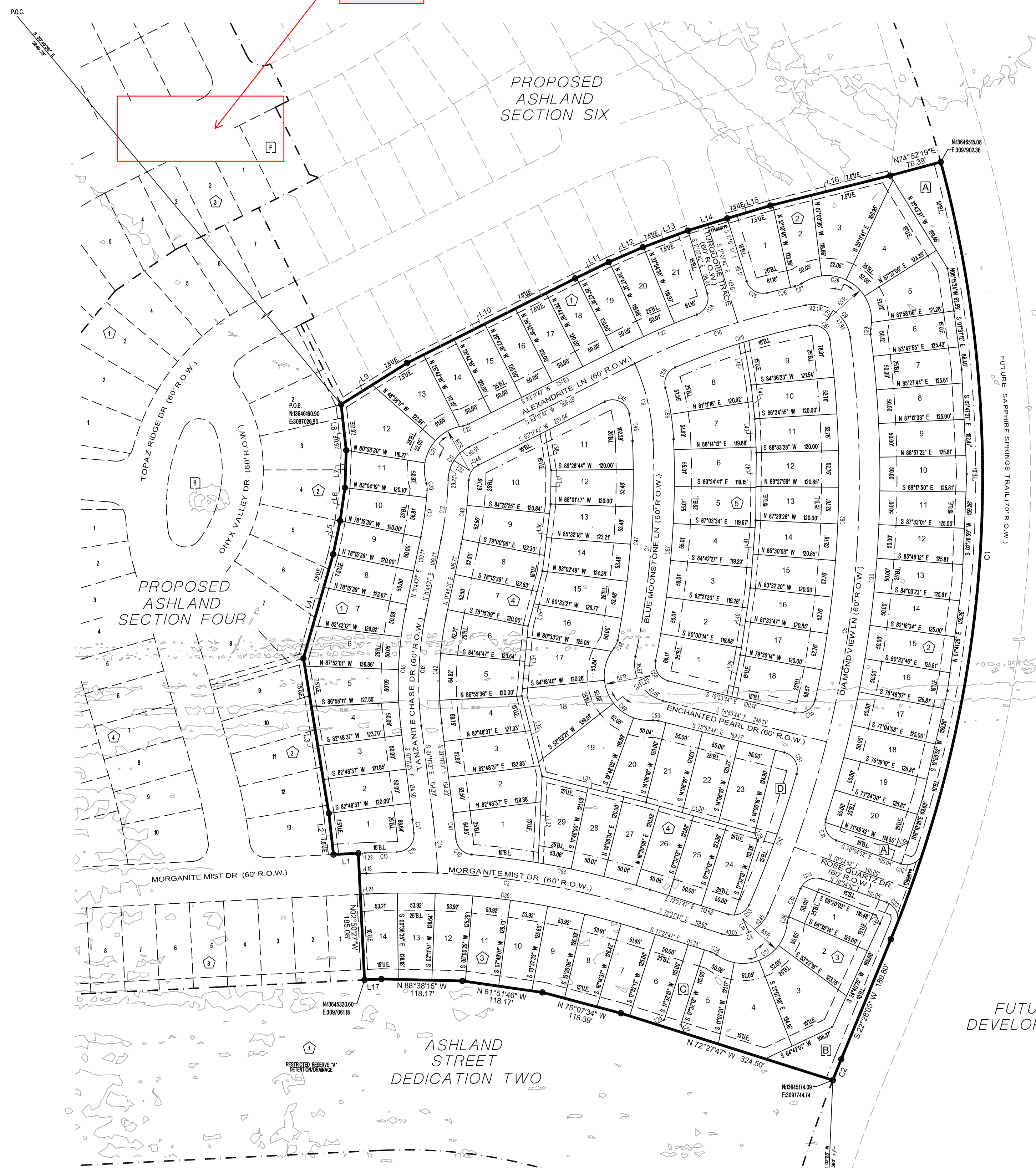
Label missing "Proposed Ashland Section Three"

CURVE TABLE

Table with 5 columns: CURVE, RADIUS, CENTRAL ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Contains 62 rows of curve data.

LINE TABLE

Table with 3 columns: LINE, DISTANCE, BEARING. Contains 45 rows of line data.



Lot area table with 5 columns: BLOCK NO, LOT NO, LOT AREA SQ. FT. Contains lot area data for Blocks 1 through 5.

# ASHLAND SECTION FIVE

BEING 22.75 ACRES OF LAND CONTAINING 102 LOTS (50' X 120' TYP.) AND FOUR RESERVES IN FIVE BLOCKS.

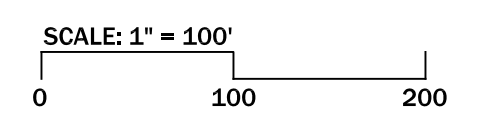
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

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

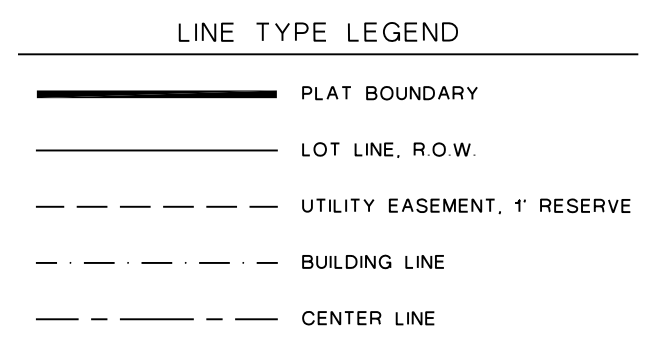
SURVEYOR: QUIDDITY ENGINEERING, LLC 6330 W LOOP S, SUITE 150 BELLAIRE, TEXAS 77401 TBPLS FIRM REGISTRATION No. 10046104

PLANNER: META PLANNING + DESIGN LLC 24285 KATY FREEWAY, SUITE 525 KATY, TEXAS 77494 | TEL: 281-820-1422



DISCLAIMER AND LIMITED WARRANTY THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES...

- LEGEND: 1) "B.L." INDICATES BUILDING LINE. 2) "U.E." INDICATES UTILITY EASEMENT. 3) "R.O.W." INDICATES RIGHT-OF-WAY. 4) "P.O.B." INDICATES POINT OF BEGINNING. 5) "FND" INDICATES FOUND. 6) "IP" INDICATES IRON PIPE. 7) "IR" INDICATES IRON ROD. 8) " " INDICATES STREET NAME CHANGE. 9) " " INDICATES BLOCK NUMBER. 10) " " INDICATES RESERVE NUMBER. 11) " " INDICATES 65' CUL-D-SAC RADIUS. 12) " " INDICATES POINT OF COMMENCEMENT.



LAND USE TABLE with 4 columns: RESERVE, ACREAGE, SQ. FT., LAND USE. Contains data for reserves A, B, C, and D.



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

TYPE OF PLAT APPLICATION

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

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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


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

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.



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



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on Ashland Section Six Preliminary Plat

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

**BUDGETED AMOUNT:** None **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

An application for approval of the Preliminary Plat of Ashland Section 6 has been submitted and reviewed by staff. (Attachment 1). A development agreement is in place to establish standards for the Ashland Project. The subject property is 15.20 acres located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523, for 62 lots, 4 blocks, 3 reserves. The reserve land use is restricted for school and related uses. The City Engineer comments have been provided (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.

As the Council is aware, there is no zoning or land use control in the ETJ except for that allowed by the Texas Local Government Code 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.

A Traffic Impact Analysis has also been submitted and reviewed for the entirety of the project. That TIA has been submitted to both TxDOT and Brazoria County for review and approval as well.

## **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). Staff has verified that Section 6 complies with the executed development approved percentages on lot mixes.

The City Engineer has reviewed the preliminary plat for the above referenced subdivision and has cleared the textual comments on the first review. The responses to the comments have been submitted and addressed by the applicant prior to this agenda posting. A no objection letter is attached with the referral agencies condition.

### *Record of Proceedings Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

#### **ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

#### **4. Discussion and possible action on Ashland Section Six Preliminary Plat**

D.S. Director Otis Spriggs presented the item before the commission noting that Section 6 parameters are very similar. The average lot would be the 55 foot lot, but a large amounts exceed that in size. The same as I stated before, the conditions were textual by the city engineer and have been cleared. The Referral Agency condition still follows this particular plat.

Staff recommends approval of the plat with those conditions as noted and that the plat be forwarded to council for final action.

Commission Member Michelle Townsend made a motion to approve the Ashland Section 6 Preliminary Plat with the noted conditions of the City Engineers final approval and the final approval of the referral agencies; the motion was seconded by Commission Member Henry Munson.

Roll Call Vote: Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Nay; Commission Member Deborah Spoor- Nay; Vote was 2-2, the Section 6 Preliminary Plat was denied.

**RECOMMENDATION:**

The Planning and Zoning Commission voted 2-2, to deny the application for the Preliminary Plat for Ashland Section 6. Staff recommends approval by City Council based on the findings and corrections cleared on the subject plat deficiencies, subject to final referral agency approvals and final sign-off by the City Engineer.



September 22, 2023

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

Re: On-Going Services  
Ashland Section 6 Subdivision Preliminary Plat – 3<sup>rd</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes any applicable referral agency such as Brazoria County, Drainage District, TxDOT.
2. Applicable subdivision improvement plans shall be submitted for review.

HDR takes no objection to the proposed Ashland Section 6 Subdivision 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)

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 6, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems. 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.

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

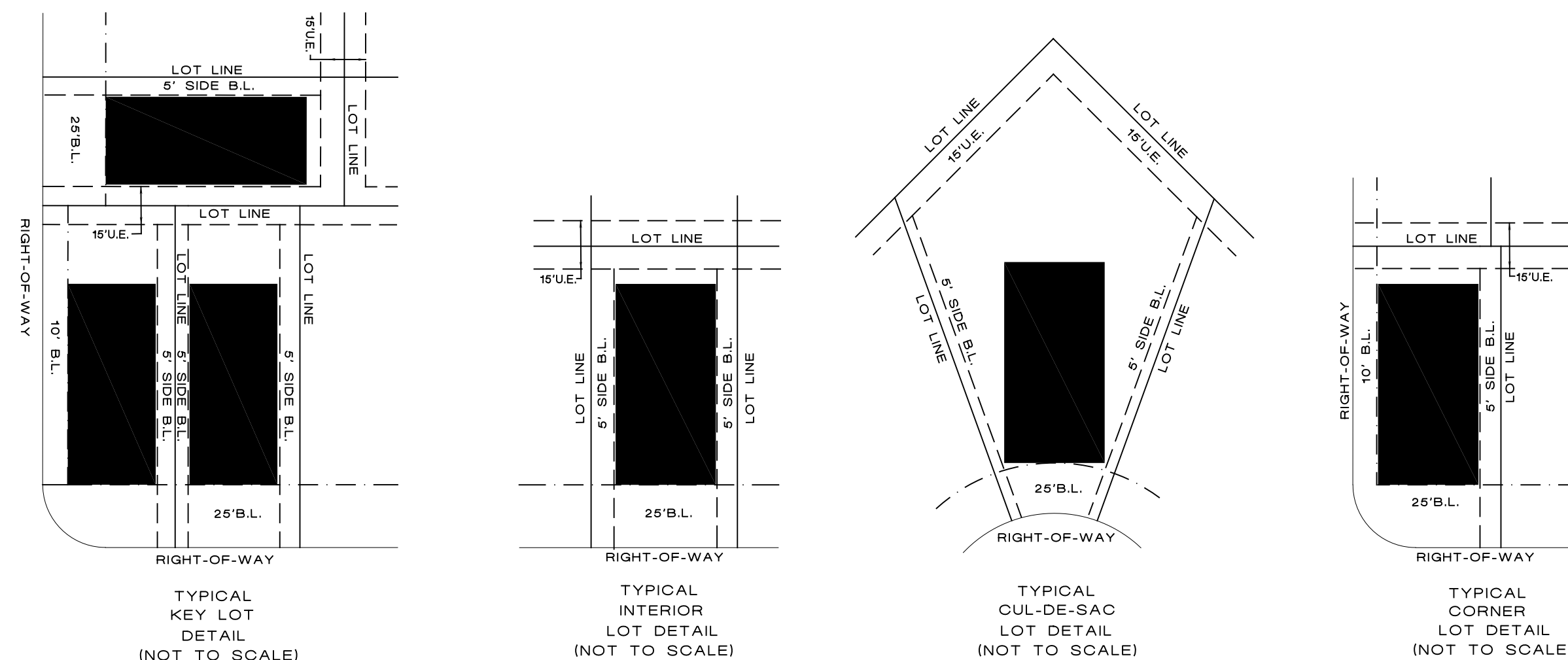
LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 4.) "P.O.B." INDICATES POINT OF BEGINNING.
- 5.) "FND" INDICATES FOUND.
- 6.) "IP" INDICATES IRON PIPE.
- 7.) "IR" INDICATES IRON ROD.
- 8.) " " INDICATES STREET NAME CHANGE.
- 9.) " " INDICATES BLOCK NUMBER.
- 10.) " " INDICATES RESERVE NUMBER.
- 11.) " " INDICATES 65' CUL-DE-SAC RADIUS.
- 12.) " " INDICATES 65' CUL-DE-SAC RADIUS.
- 13.) "P.O.C." INDICATES POINT OF COMMENCEMENT.

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 15.20 acre tract of land situated in Shubael Marsh Survey, 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 15.20 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, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBG") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet;

THENCE, South 66°07'18" East, 2331.88 feet to the POINT OF BEGINNING of the herein described subject tract marking the beginning of a tangent curve to the right;

THENCE, along the arc of said tangent curve to the right, having a radius of 715.00 feet, a central angle of 01°27'39", an arc length of 18.23 feet, and a long chord bearing South 50°05'36" East, with a chord length of 18.23 feet to a point for corner marking the beginning of a compound curve to the right;

THENCE, along the arc of said compound curve to the right, having a radius of 1765.00 feet, a central angle of 34°14'05", an arc length of 1054.60 feet, and a long chord bearing South 32°14'43" East, with a chord length of 1038.99 feet to a point for corner;

THENCE, South 74°52'19" West, 76.39 feet to a point for corner;

THENCE, South 75°56'46" West, 180.20 feet to a point for corner;

THENCE, South 73°30'38" West, 65.92 feet to a point for corner;

THENCE, South 72°44'57" West, 60.00 feet to a point for corner;

THENCE, South 69°37'38" West, 70.23 feet to a point for corner;

THENCE, South 66°31'30" West, 54.29 feet to a point for corner;

THENCE, South 63°56'38" West, 54.51 feet to a point for corner;

THENCE, South 63°17'42" West, 275.00 feet to a point for corner;

THENCE, South 57°51'47" West, 113.51 feet to a point for corner;

THENCE, North 26°42'18" West, 130.75 feet to a point for corner;

THENCE, North 63°17'42" East, 21.37 feet to a point for corner;

THENCE, North 26°42'18" West, 180.00 feet to a point for corner;

THENCE, North 63°17'42" East, 98.24 feet to a point for corner;

THENCE, North 71°42'18" West, 14.14 feet to a point for corner;

THENCE, North 26°42'18" West, 110.00 feet to a point for corner;

THENCE, North 63°17'42" East, 21.42 feet to a point for corner;

THENCE, North 26°42'18" West, 60.00 feet to a point for corner marking the beginning of a tangent curve to the right;

THENCE, along the arc of said tangent curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a long chord bearing North 71°42'18" West, with a chord length of 35.36 feet to a point for corner;

THENCE, North 26°42'18" West, 95.00 feet to a point for corner;

THENCE, North 63°17'42" East, 66.00 feet to a point for corner;

THENCE, North 62°02'20" East, 54.22 feet to a point for corner;

THENCE, North 57°40'23" East, 54.03 feet to a point for corner;

THENCE, North 53°44'19" East, 53.98 feet to a point for corner;

THENCE, North 47°20'07" East, 54.69 feet to a point for corner;

THENCE, North 43°24'51" East, 30.35 feet to a point for corner;

THENCE, North 55°13'34" East, 52.20 feet to a point for corner;

THENCE, North 72°40'17" East, 38.31 feet to a point for corner;

THENCE, North 85°56'19" East, 57.37 feet to a point for corner;

THENCE, North 08°01'52" East, 187.02 feet to a point for corner marking the beginning of a tangent curve to the left;

THENCE, along the arc of said tangent curve to the left, having a radius of 330.00 feet, a central angle of 01°24'52", an arc length of 8.15 feet, and a long chord bearing North 82°40'34" West, with a chord length of 8.15 feet to a point for corner marking the beginning of a reverse curve to the right;

THENCE, along the arc of said reverse curve to the right, having a radius of 25.00 feet, a central angle of 81°29'18", an arc length of 38.58 feet, and a long chord bearing North 42°38'21" West, with a chord length of 32.63 feet to a point for corner marking the beginning of a compound curve to the right;

THENCE, along the arc of said compound curve to the right, having a radius of 370.00 feet, a central angle of 35°10'04", an arc length of 227.10 feet, and a long chord bearing North 15°41'20" East, with a chord length of 223.56 feet to a point for corner marking the beginning of a compound curve to the right;

THENCE, along the arc of said compound curve to the right, having a radius of 25.00 feet, a central angle of 95°54'12", an arc length of 41.85 feet, and a long chord bearing North 81°13'29" East, with a chord length of 37.13 feet to the POINT OF BEGINNING, CONTAINING 15.20 acres of land in Brazoria County, Texas.

# ASHLAND SECTION SIX

BEING 15.20 ACRES OF LAND CONTAINING 62 LOTS (55' X 120' TYP.) AND THREE RESERVES IN FOUR 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



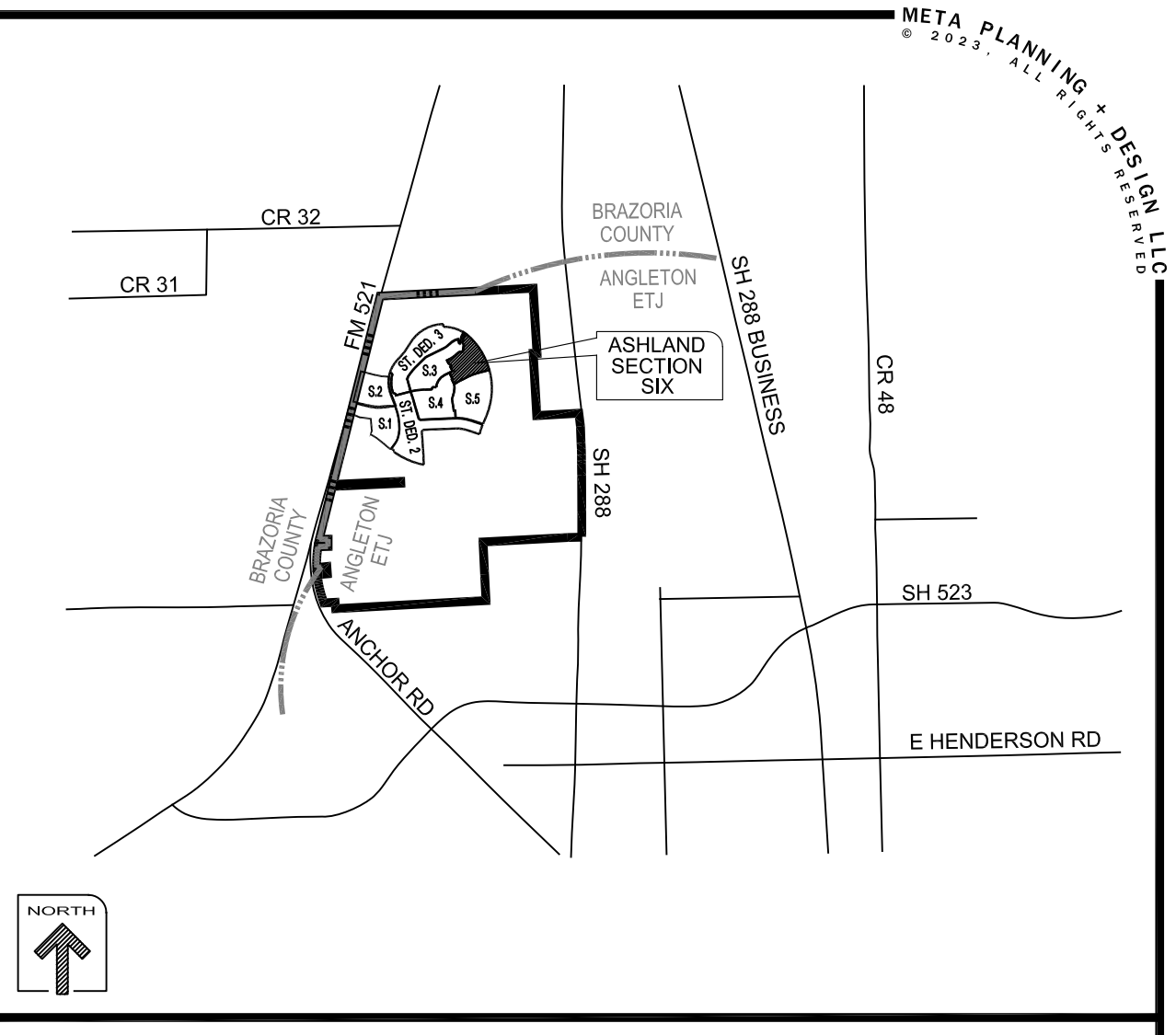
SCALE: 1" = 100'

CURVE TABLE

Table with 6 columns: CURVE, RADIUS, CENTRAL ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Contains 37 rows of curve data.

LINE TABLE

Table with 3 columns: LINE, BEARING, DISTANCE. Contains 55 rows of line data.



Lot area summary table with 4 columns: BLOCK, LOT NO, LOT AREA SO FT, LOT NO, LOT AREA SO FT. Lists lot numbers and areas for Blocks 1 through 4.

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
2.) "U.E." INDICATES UTILITY EASEMENT.
3.) "R.O.W." INDICATES RIGHT-OF-WAY.
4.) "P.O.B." INDICATES POINT OF BEGINNING.
5.) "FND" INDICATES FOUND.
6.) "IP" INDICATES IRON PIPE.
7.) "IR" INDICATES IRON ROD.
8.) " " INDICATES STREET NAME CHANGE.
9.) " " INDICATES BLOCK NUMBER.
10.) "A" INDICATES RESERVE NUMBER.
11.) "55' R." INDICATES 65' CUL-DE-SAC RADIUS.
12.) "P.O.C." INDICATES POINT OF COMMENCEMENT.

LINE TYPE LEGEND

- PLAT BOUNDARY
LOT LINE, R.O.W.
UTILITY EASEMENT, 1 RESERVE
BUILDING LINE
CENTER LINE

ASHLAND SECTION SIX
BEING 15.20 ACRES OF LAND CONTAINING 62 LOTS (55' X 120' TYP.) AND THREE RESERVES IN FOUR BLOCKS.

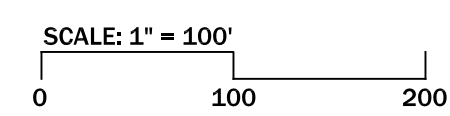
OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

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: 281-820-1422



LAND USE TABLE with columns: RESERVE, ACREAGE, SQ. FT., LAND USE. Lists Reserve A (4.827 acres), Reserve B (48,058 sq ft), and Reserve C (5,239 sq ft).

DISCLAIMER AND LIMITED WARRANTY: THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES...



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

**TYPE OF PLAT APPLICATION**

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

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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


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

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.

(SEAL) 

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



## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** September 26, 2023

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

**AGENDA CONTENT:** Discussion and possible action on the preliminary plat of the Ashland Project Street Dedication #4.

**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 Project Street Dedication #4 Preliminary Plat (Attachment 1). The purpose of this preliminary plat is to dedication additional right-of-way for Sapphire Springs (70' R.O.W.) on 0.97 acres of land. The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The development agreement has been executed, which will establish standards for the Ashland Project as well as Park Dedication requirements.

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. A Development Agreement has been executed between the developer and Brazoria County for the maintenance of the roads.

### Planning & Engineering Review and Comments:

The Development Agreement has been previously approved by City Council for the Ashland Development. The applicant has cleared all the textual notes and comments as listed in the City Engineer's review report.

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*Record of Proceedings*

*Planning and Zoning Commission Meeting*

**TUESDAY, SEPTEMBER 19, 2023 , AT 12:00 P.M.,**

**ROLL CALL:**

**Present were:** Deborah Spoor, Ellen Eby, Michelle Townsend, and Henry Munson (presiding)

**Absent were:** Shawn Hogan, Regina Bieri, and William Garwood.

**7. Discussion and possible action on the preliminary plat of the Ashland Project Street Dedication #4.**

D.S. Director Otis Spriggs presented the item before the commission.

This particular area is in that northern eastern section of the concept plan east of the school site. This portion of the site is very close to where the school site is, but just a little bit east of it. This particular right away would be subject to the development agreement with the county, as it relates to right ways and street maintenance in the future. And we're asking for a positive recommendation from the Council for final action. Caitlin King appeared before the Commission and pointed out this area being up past section one and two. That would have been in Street Dedication Section 2, Street Dedication Section Three, which kind of brought us to just right around the school site and then Street Dedication Section 3 picks up where we left off at the school site and it'll and will bring us over to that entrance that you see from those sections you saw this afternoon.

**Commission Action:**

Motion was made by Commission Member Michelle Townsend to approve final plat for Ashland Project Street Dedication #4, subject to satisfaction of any engineering and referral agency comments, corrections, recommendations and recommend to City Council for final action. Motion was seconded by Commission Member Spoor.

**Roll Call Vote:** Commission Member Henry Munson- Aye; Commission Member Michelle Townsend- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Motion Carried the Preliminary Plat was approved unanimously, 4-0.

**Recommendation.** The planning and zoning commission recommends that City approve this plat application subject to the satisfaction of any Engineering comments and recommends it to City Council for final action subject to any final referral agency required approvals.

September 23, 2023

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

Re: On-Going Services  
Ashland Street Dedication 4 Subdivision Preliminary Plat – 3<sup>rd</sup> Submittal Review  
Angleton, Texas  
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes any applicable referral agency such as Brazoria County, Drainage District, TxDOT.
2. Applicable subdivision improvement plans shall be submitted for review.

Sheet 1 of 1

1. Unresolved Comment: Verify the aerial utility easement information shown on the plat is applicable. No aerial easement is shown on the drawing.

HDR takes no objection to the proposed Ashland Street Dedication 4 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)

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 Street Dedication 4, 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 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 plot 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 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 plot, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

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

Notary Public  
State of Texas

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Steve Jares  
Registered Professional Land Surveyor  
No. 5317

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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 & 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.

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

Verify the aerial utility easement information is referenced on the plat drawing or remove from plat.

GENERAL NOTE:

- 1.) "U.E." INDICATES UTILITY EASEMENT.
2.) "1' RES." INDICATES ONE FOOT RESERVE.
3.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
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 UTILITIES AND BUILDING PERMITS.
5.) 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.
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.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
10.) 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.
11.) 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.
12.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
13.) 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.
14.) PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
15.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

LEGEND:

- 1.) "AC." INDICATES ACREAGE.
2.) "R.O.W." INDICATES RIGHT-OF-WAY.
3.) "P.O.B." INDICATES POINT OF BEGINNING.
4.) "VOL." INDICATES VOLUME.
5.) "PG." INDICATES PAGE.
6.) "Q" INDICATES BLOCK NUMBER.
7.) "R" INDICATES RESERVE NUMBER.

LINE TYPE LEGEND

- PLAT BOUNDARY
UTILITY EASEMENT, 1' RESERVE
CENTER LINE

LINE TABLE

Table with 3 columns: LINE, DISTANCE, BEARING. Rows L1, L2.

CURVE TABLE

Table with 6 columns: CURVE, RADIUS, CENTRAL ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Rows C1, C2, C3.

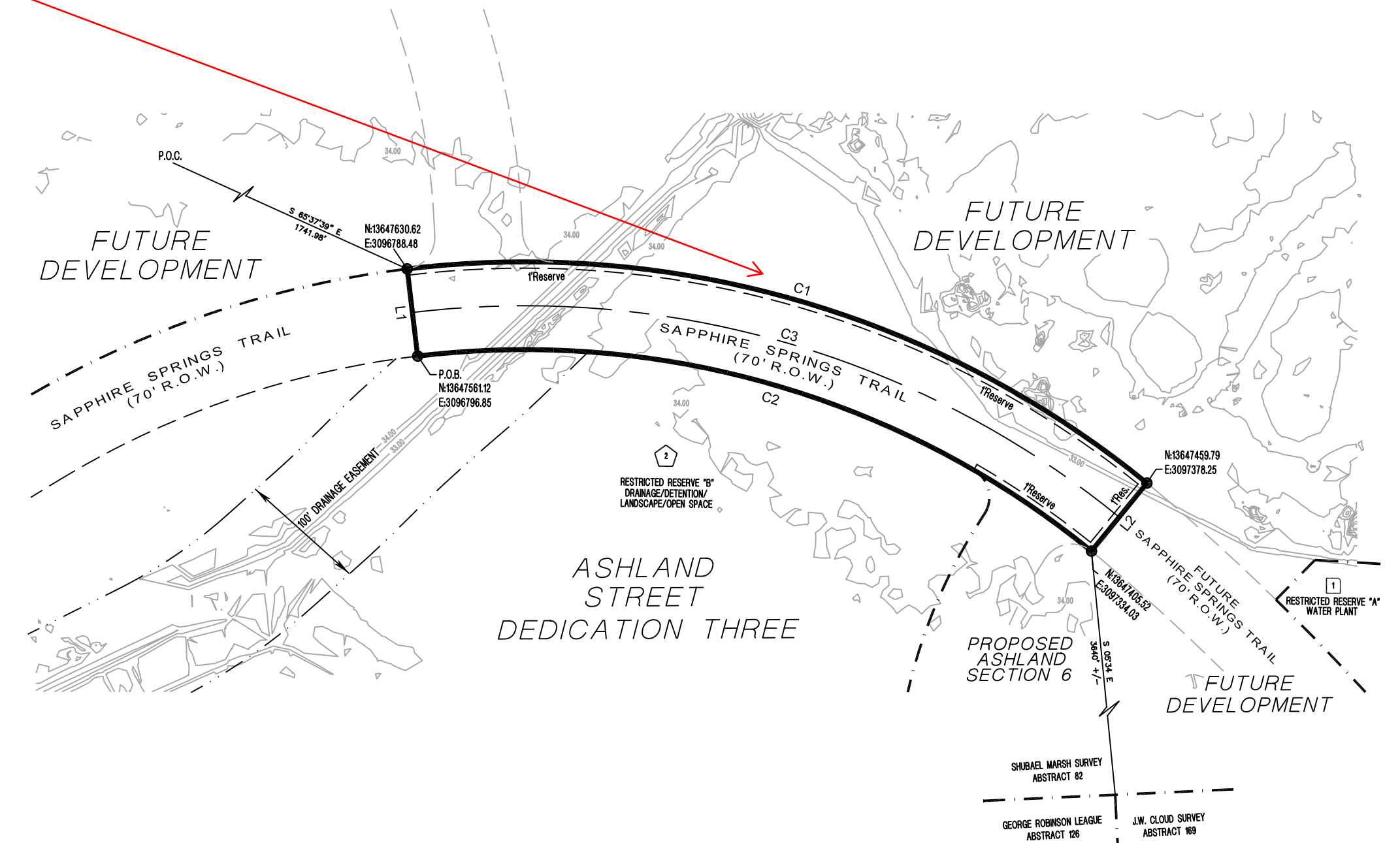
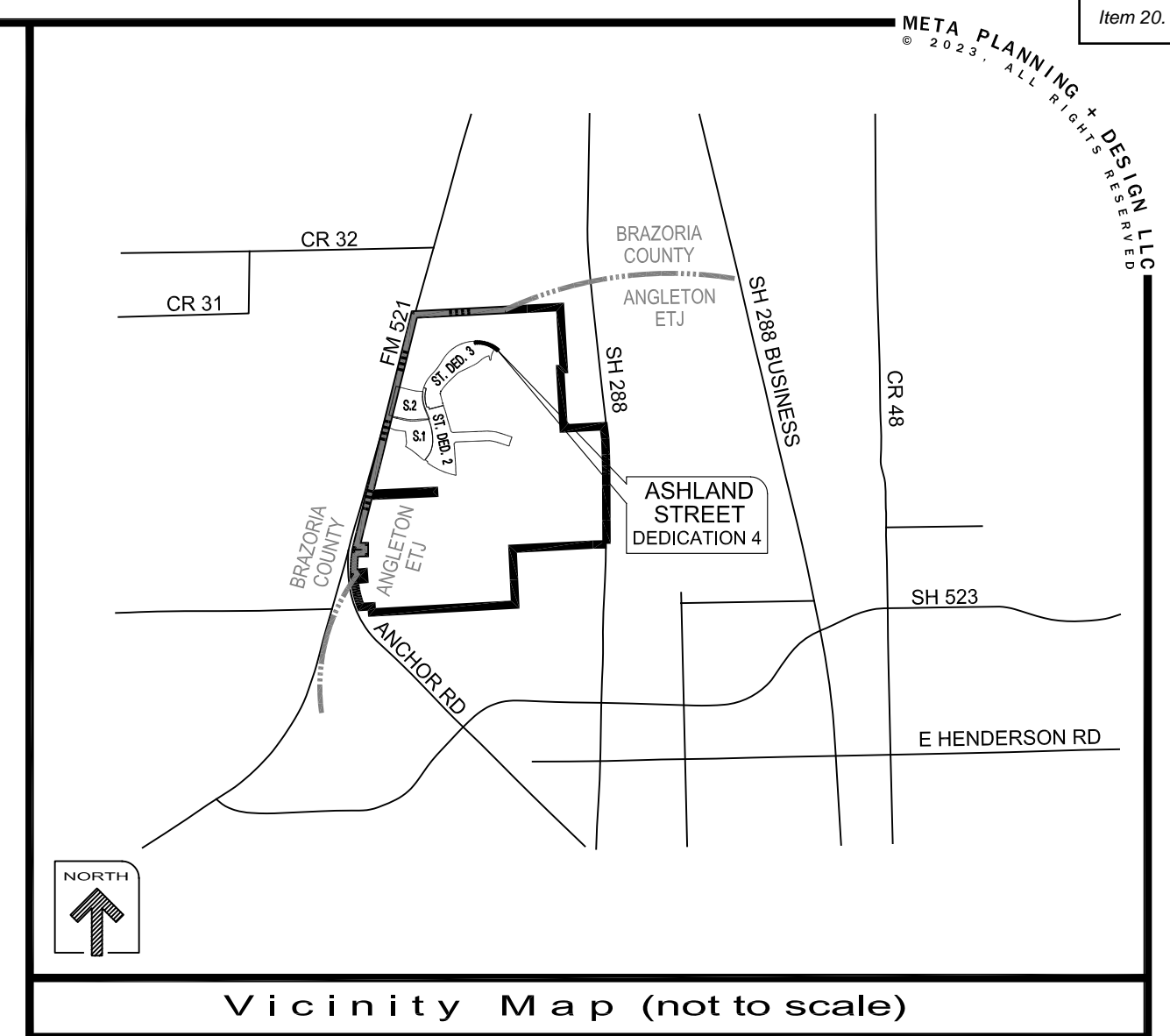
STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 0.9686-acre tract of land situated in Shubael Marsh Survey, Abstract No. 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. 20221085145 of the Official Public Records of Brazoria County (OPRRC); said 0.9686-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 523 recorded in Volume P, Page 201, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBG") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet;

THENCE, South 65°37'39" East, 1741.98 feet to the POINT OF BEGINNING of the herein described subject tract also being at the beginning of a non-tangent curve to the right;

THENCE, North 06°52'05" West, 70.00 feet to the POINT OF BEGINNING, CONTAINING 0.9686-acre of land in Brazoria County, Texas.



A PRELIMINARY PLAT OF ASHLAND STREET DEDICATION 4 BEING 0.97 ACRE OF LAND

OUT OF THE SHUBAEL MARSH SURVEYS, 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 3100 ALVIN DEVANE BLVD #150 AUSTIN, TEXAS 78741 (512) 441-9493

SURVEYOR QUIDDITY ENGINEERING, LLC 6330 W LOOP S, SUITE 150 BELLAIRE, TEXAS 77401 TBPELS Firm Registration No. 10046104



SCALE: 1" = 100' 0 100 200

SEPTEMBER 20, 2023

MTA-78006

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 Street Dedication 4, 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 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 plot 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 plot 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 plot, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

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

Notary Public  
State of Texas

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Steve Jares  
Registered Professional Land Surveyor  
No. 5317

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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 & 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.

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.) "U.E." INDICATES UTILITY EASEMENT.
- 2.) "1' RES." INDICATES ONE FOOT RESERVE.  
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs assigns, or successors.
- 3.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 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 UTILITIES AND BUILDING PERMITS.
- 5.) 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.
- 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.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 10.) 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 HAG5\_1012 AND HCQG\_14012.
- 11.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 485458, MAP NUMBER 4803900430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 12.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 13.) 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.
- 14.) ● PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- 15.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

LEGEND:

- 1.) "AC." INDICATES ACREAGE.
- 2.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 3.) "P.O.B." INDICATES POINT OF BEGINNING.
- 4.) "VOL." INDICATES VOLUME.
- 5.) "PG." INDICATES PAGE.
- 6.) "Ⓚ" INDICATES BLOCK NUMBER.
- 7.) "R#" INDICATES RESERVE NUMBER.

LINE TYPE LEGEND

- PLAT BOUNDARY
- - - - UTILITY EASEMENT, 1' RESERVE
- - - - CENTER LINE

LINE TABLE

LINE	DISTANCE	BEARING
L1	70.00'	N 06°52'05" W
L2	70.00'	S 39°10'35" W

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	785.00'	46°02'39"	630.84'	S 73°50'45" E	614.00'
C2	715.00'	46°02'39"	574.59'	N 73°50'45" W	569.25'
C3	750.00'	46°02'39"	602.72'	N 73°50'45" W	586.63'

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 0.9686-acre tract of land situated in Shubael Marsh Survey, Abstract No. 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 0.9686-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, from said found concrete monument a found 5/8-inch iron rod (with cap stamped "CBG") bears along the east line of said FM 521, South 14°02'37" West, 4611.00 feet;

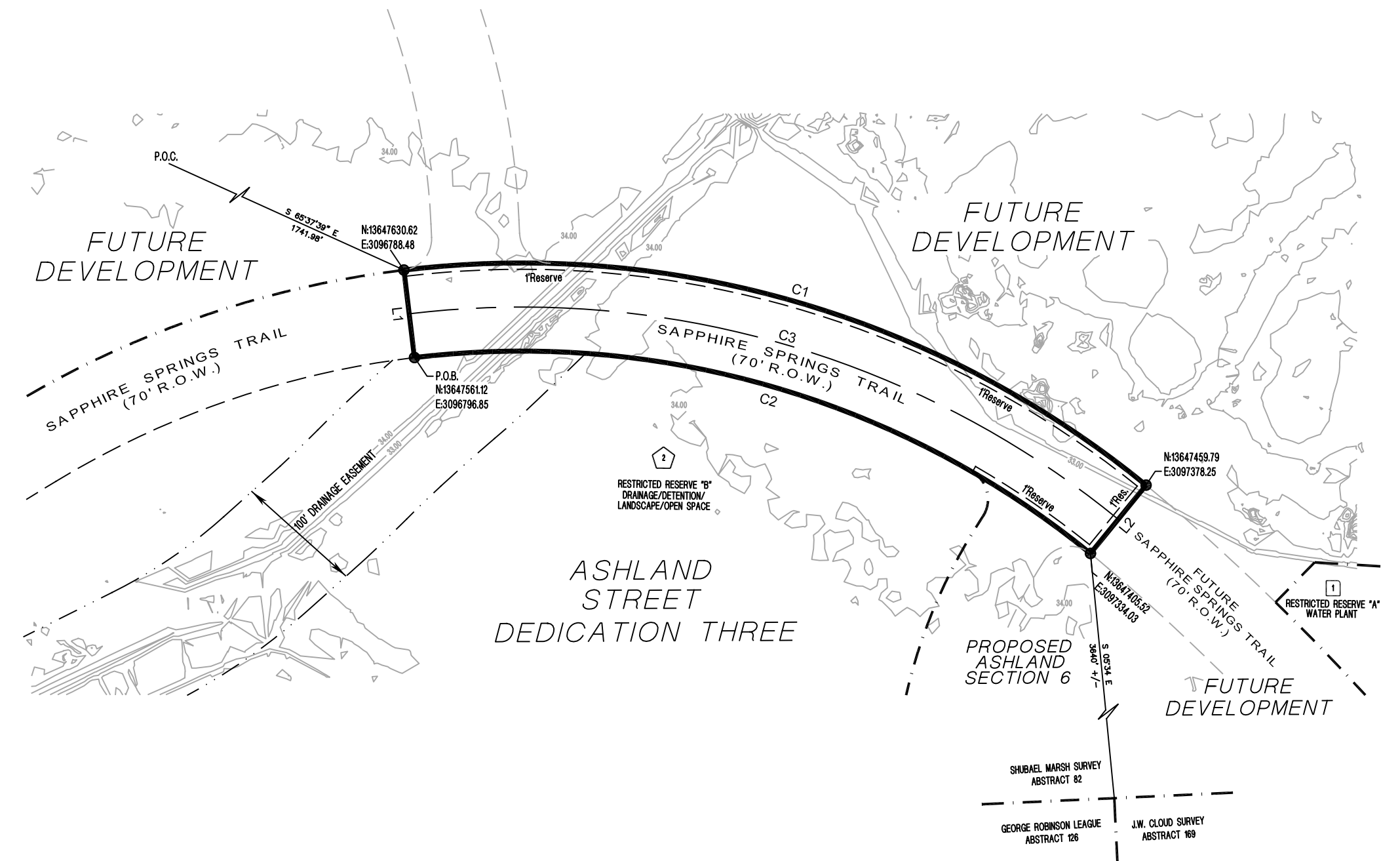
THENCE, South 65°37'39" East, 1741.98 feet to the POINT OF BEGINNING of the herein described subject tract also being at the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 785.00 feet, a central angle of 46°02'39", an arc length of 630.84 feet, and a long chord bearing South 73°50'45" East, with a chord length of 614.01 feet, to a point for corner;

THENCE, South 39°10'35" West, 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 715.00 feet, a central angle of 46°02'39", an arc length of 574.59 feet, and a long chord bearing North 73°50'45" West, with a chord length of 569.25 feet, to a point for corner;

THENCE, North 06°52'05" West, 70.00 feet to the POINT OF BEGINNING, CONTAINING 0.9686-acre of land in Brazoria County, Texas.



A PRELIMINARY PLAT OF

# ASHLAND STREET DEDICATION 4 BEING 0.97 ACRE OF LAND

OUT OF THE SHUBAEL MARSH SURVEYS, 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**  
3100 ALVIN DEVANE BLVD #150  
AUSTIN, TEXAS 78741  
(512) 441-9493

SURVEYOR  
**QUIDDITY ENGINEERING, LLC**  
6330 W LOOP S, SUITE 150  
BELLAIRE, TEXAS 77401  
TBPELS Firm Registration No. 10046104

SCALE: 1" = 100'  
0 100 200

SEPTEMBER 25, 2023

PLANNER:  
**META**  
PLANNING + DESIGN

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

MTA-78006



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

**TYPE OF PLAT APPLICATION**

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

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

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

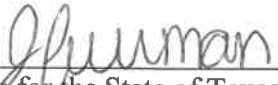
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements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

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.

(SEAL) 

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