CITY COUNCIL MEETING

Monday, November 16, 2026
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING** AT **7:00 PM** ON **MONDAY, NOVEMBER 16, 2026** AT **IOWA COLONY CITY HALL**, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-369-2471.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

CITIZEN COMMENTS
An opportunity for the public to address City Council on agenda items or concerns not on the agenda. To comply with Texas Open Meetings Act, this period is not for question and answer. Those wishing to speak must identify themselves and observe a three-minute time limit.

PUBLIC HEARINGS

1. Hold a public hearing pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to a Planned Unit Development:

   Approximately 104-acres of land located on Cedar Rapids Parkway (County Road 57), A0286 H T & BRR TRACT 1-2-2C, Brazoria County, Texas

COUNCIL COMMENTS

STAFF REPORTS

2. Building Official/Fire Marshal Monthly Report
3. Public Works Monthly Report
4. Police Department Monthly Report
5. Municipal Court Monthly Report
6. City Engineer's Monthly Report
7. Finance Monthly Reports

8. Water/Wastewater Utility Monthly Report

ITEMS FOR CONSIDERATION

9. Consideration and possible action regarding the use of the City's Flock camera system.
10. Consideration and possible action on an Ordinance on first and final reading regarding rezoning the following property from Single Family Residential to Planned Unit Development (PUD).

    Approximately 104-acres of land located on Cedar Rapids Parkway (County Road 57), A0286 H T & BRR TRACT 1-2-2C, Brazoria County, Texas
11. Consideration and possible action on a Resolution approving the development agreement between Iowa Colony and Colony Retreat LLC.
12. Consideration and possible action on an Ordinance for a variance request for the sign height requirements at 2038 Meridiana Parkway.
13. Consideration and possible action to accept the Impact Fee Study Report as recommended by the Impact Fee Advisory Committee.
14. Consideration and possible action to approve an Ordinance adopting the Water and Wastewater Rate Study and amending the City's Rate Order to incorporate the recommended water and wastewater rates.
15. Consideration and possible action on a Resolution amending the city's fee schedule.
16. Consideration and possible action to amend Ordinance No. 2026-20 to correct the acreage identified in the Ordinance caption and ratify the ordinance as previously approved by City Council.
17. Consideration and possible action on a Resolution consenting to the creation of Brazoria County Municipal Utility District No. 96.
18. Consideration and possible action on an Ordinance amending Chapter 30 of the City's Code of Ordinances related to regulations for commercial signage along State Highway 288.
19. Consideration and possible action to designate a representative and alternate for the 2027 H-GAC General Assembly.
20. Consideration and possible action to appoint members to the Parks and Recreation Advisory Board.
21. Consideration and possible action to appoint members to the Economic Development Advisory Committee.

CONSENT ORDINANCES – SECOND READING

Consideration and possible action to approve the following ordinances on second and final reading.

22. Consideration and possible action on Second and Final Reading of an Ordinance adopting a standalone Academic Education Pay policy, repealing and replacing the Academic Education Incentive Program of Ordinance No. 2017-23-1, as amended, and preserving the remaining provisions of that Ordinance.
23. Consideration and possible action on Second and Final reading of an Ordinance amending the Fiscal Year 2025–2026 Annual Budget to reflect year-end revenue and expenditure adjustments.

CONSENT AGENDA

Consideration and possible action to approve the following consent agenda items:

24. Consider approval of the October 19, 2026 City Council work session minutes.
25. Consider approval of the October 19, 2026 City Council meeting minutes.
26. Consider approval of the Alvin College West Campus Preliminary Plat.
27. Consider approval of the Glendale Lakes Drive Street Dedication Preliminary Plat.
28. Consider approval of the Meridiana Section 35A Amending Plat No. 1.
29. Consider approval of the Sierra Vista Replat No. 1.
30. Consider approval of the Wynserra Section 1 Final Plat.
31. Consider approval of the Wynserra Section 2 Final Plat.
32. Consider approval of the Wynserra Section 3 Final Plat.
33. Consider approval of the Wynserra Section 4 Final Plat.
34. Consider approval of the Wynserra Street Dedication and Reserves Section 1 Final Plat.
35. Consider approval of the Wynserra Wastewater Treatment Plant Final Plat.
36. Consider approval of the Wynserra Water Plant Final Plat.
37. Consider acceptance of the Quarterly Investment Report.
38. Consider adopting a Resolution consenting to the creation of Brazoria County Municipal Utility District No. 90.
39. Consider acceptance of Ellwood Offsite Utility Extension - Water Distribution and Wastewater Collection facilities into the One-Year Maintenance Period.
40. Consider acceptance of Ellwood Phase 2 - Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period.
41. Consider acceptance of Phase 2 Detention Basin Excavation, Spoil Placement and Outfall to serve Ellwood Phase 2 into the One-Year Maintenance Period.
42. Consider acceptance of Karsten Boulevard Phase 2 - Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period.
43. Consider acceptance of Karsten Boulevard Phase 3 - Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period.

EXECUTIVE SESSION

Executive session in accordance with 551.074 and 551.087 of the Texas Gov't Code to deliberate on the following:

44. Annual performance evaluation of the City Manager, including evaluation criteria, performance expectations, and the evaluation process.
45. Prospective real estate development project proposal.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

46. Consideration and possible action on Executive Session matters.

ADJOURNMENT

I, Kayleen Rosser, hereby certify that the above notice of meeting of the Iowa Colony City Council was posted pursuant to the Texas Open Meeting Act (Chapter 551 of the Texas Government Code) on November 9, 2026.

Kayleen Rosser

Kayleen Rosser, City Secretary



I hereby certify that the foregoing agenda remained posted at the entrance to the Iowa Colony City Hall where it was visible to the public at all times and on the City's website for at least 72 hours preceding the scheduled time of the meeting therein described.

Kayleen Rosser

Kayleen Rosser, City Secretary

Date Signed:_____

CITY OF IOWA COLONY NOTICE OF PUBLIC HEARING ON REZONING

Planning and Zoning Commission Public Hearing: **November 4, 2026, at 6:30 p.m.**
City Council Public Hearing: **November 16, 2026, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony **Planning and Zoning Commission** will hold a public hearing at 6:30 p.m. on November 4, 2026, and the Iowa Colony **City Council** will hold a public hearing at 7:00 p.m. on November 16, 2026, each in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to a Planned Unit Development:

> Approximately 104-acres of land located on Cedar Rapids Parkway (County Road 57), A0286 H T & BRR TRACT 1-2-2C, Brazoria County, Texas

All interested persons may be heard concerning this matter. A copy of the application for action by the City of Iowa Colony and a map of the area subject to this action are available for inspection by any person upon a reasonable request to the City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
City Secretary

IOWA COLONY COMMUNITY DEVELOPMENT

3144 Meridiana Parkway 2ND FLOOR
Iowa Colony, TX 77583
Office Phone: (346) 395-4528 Main Phone: (281) 369-2471
Email: permits@iowacolonytx.gov Website: iowacolonytx.gov

Mayor and Council,

See October 2026 monthly report for the Community Development department.

Inspections conducted by Safe Built:

Building Inspections	290
Electrical Inspections	266
Plumbing Inspections	278
Mechanical Inspections	104
Total	938

Total Paid to Safe Built for October 2026, for a total of **938** inspections - **$23,450.00**
Total Paid to Safe Built for October 2025, for a total of **1643** inspections - **$36,967.50**

Plan Reviews

2026 – 8 - $1,000
Building – 2 Commercial Build-out – 0 Electrical – 0 New Residential 6 – Planning and Zoning – 0 New Addition - 0

2025 - 64
Building – 2 Commercial Build-out –1 Electrical-1 New Residential – 53 Planning and Zoning – 1 New Addition – 0 Fire-6

Permits Issued

2026 – 69
Engineer Projects – 14 Other Permits – 42 New Home Permits – 13

2025 - 169
Engineer Projects – 22 Other Permits – 89 New Home Permits – 58

Fees Collected

2026 - $198,935.49
Engineer Projects - $47,565.97 Other Permits - $16,323.88 New Home Permits - $135,045.64

2025 – $601,694.45
Engineer Projects - $223,442.86 Other Permits - $45,659.97 New Home Permits – $332,591.62

Code Enforcement

65 Calls for service - $ 5,610.00
Rubbish / Trash 21 Grading & drainage – Stagnant Water -2 Motor vehicles – 9 Noise – 2 Roof & Drainage – 1 Sanitary Drainage system – Maintenance 1
Tall grass / weeds - 28

Safety Meeting	Description		Complete	Person
Public Works Building	Slips, Trips & Falls - The Fatal Half Inch	Safety training	Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	What Causes Accidents- Preventinging Accidents & Injurie	Safety training	Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	Happy Hangover - Hangover Problems	Safety training	Complete	Herb/Jalex/Rom
Public Works Building	Sleep Loss Effects - Danger: Sleepy Worker at Work	Safety training	Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	Hearing Loss: Myths & Facts - Causes & Prevention	Safety training	Complete	Herb/Jalex/Rom
Public Works Building	Back Safety - The Low 5"s	Safety training	Complete	Herb/Jalex/Rom
Public Works Building	Deadly Cold Exposure - Cold Weather Safety Tips	Safety training	Complete	Herb/Jalex/Rom
Public Works Building	The Accident Cascade - Workplace Injury Prevention	Safety training	Complete	Herb/Jalex/Rom
Public Works Building	7 Deadly Distractions - Driving, Operating Forklifts or Ma	Safety training	Complete	Herb/Jeremy/Jalex/Rom

DEBRIS REMOVAL	Description		Complete	Person
Baird & Davenport (intersection)	remove broken barricade		Complete	Herb/Jalex/Rom
13199 Ames (cr48)	remove dumped couch springs & cushions		Complete	Herb/Jalex/Rom
Iowa Colony (north bound eastside of Chocolate Bayou)	pull fallen tree from side of road		Complete	Heb/Rom/Jeremy/Bryant
Iowa Colony & Davenport (south bound)	remove dumped boxes in ditch line		Complete	Herb
Cedar Rapids(cr57) & CR 79 (west bound)	remove dumped chair & barrel of trash		Complete	Herb/Jalex/Rom
Cedar Rapids(cr57) & city limit sign (east bound)	remove dumped tarp w/ frame		Complete	Herb/Jalex/Rom
Cedar Rapids(cr57) & Praire Iris	remove dumped tire		Complete	Herb/Jalex/Rom
11725 Ames(cr48) (southbound / west side)	remove trash bags & oil containers from ditch line		Complete	Herb/Jalex/Rom
CR 62 & Ames & CR 62 to city limits sign	remove trash from ditch line		Complete	Herb
Cedar Rapids(cr57) & city limit sign (east bound)	remove of trash in the road side		Complete	Jeremy
Cedar Rapids(cr57) & city limit sign (east bound)	Check the road for how clean are the road now		Complete	Jeremy

Street Signage	Description		Complete	Person
Sierra Vista & Middle Palisade	reinstall fallen stop sign		Complete	Herb/Jalex/Rom
Hooke & Robinson	straighten pole w/ street names		Complete	Herb/Jalex/Rom
Iowa Colony & Glenn wy. (north bound)	install flashing crosswalk lights		Complete	Herb/Jalex/Rom/Jeremy
Iowa Colony & Expedition dr. (south bound)	install flashing crosswalk lights		Complete	Herb/Jalex/Rom/Jeremy
Dubuque & Pursley (eastside, northbound)	reinstall fallen stop sign w/pole		Complete	Herb
Dubuque & Pursley (eastside, northbound)	straighten pole w/ stop sign ahead		Complete	Herb/Rom
Iowa Colony & CR61	straighten pole w/ stop & street names		Complete	Herb
Cedar Rapids(cr57) & city limit sign (east bound)	remove abandoned traffic pole		Complete	Herb/Jalex/Rom
Iowa Colony & CR61	straighten pole w/ stop & street names		Complete	Herb/Jalex/Rom
Daily crossing & Rose Water Trail	remove broken pole w/ stop sign & street names		Complete	Herb/Jalex/Rom
Daily crossing & Rose Water Trail	install new pole w /stop sign & street names		Complete	Herb/Jalex/Rom
Meridiana Pkwy & 288 South	Traffic Light not working		Complete	Jeremy
Iowa Colony & Meridiana pkwy	Pull up Crosswalk sign (2)		Complete	Jeremy
Iowa Colony & Meridiana pkwy	Replace Signs		Complete	Jeremy

MOWING/TREE TRIMMI	Description		Complete	Person
Ames & Harper to canal bridge	mow ditch line (Thanos- boom mower)		Complete	Jalex
Davenport & Baird (north bound westside to dead end)	mow right of way		Complete	Rom
Davenport & Iowa Colony to Iowa Colony & Dubuque	mow right of way		Complete	Herb/Jalex
Public Works Building	mow entire property		Complete	Herb/Jalex/Rom
Davenport & Hwy 288 to Davenport & Discovery	mow right of way / mow ditch line		Complete	Herb
Davenport & Discovery (south bound)	mow right of way		Complete	Rom
Davenport & Discovery to Davenport & Sophie Mary	mow right of way / mow ditch line		Complete	Herb
Davenport & Sophie Mary to Davenport & Iowa Colony	mow right of way / mow ditch line		Complete	Herb
Davenport & Sophie Mary to Davenport & Iowa Colony	mow ditch line (Thanos- boom mower)		Complete	Jeremy
Iowa Colony & CR 62 (west bound)	mow right of way / mow ditch line	barbed wire fencing in overgrown grass tangled batw	incomplete (remove barbed wire)	Rom
Iowa Colony & Davenport (south bound)	mow ditch line (Thanos- boom mower)		Complete	Jalex
Davenport & Iowa Colony to Iowa Colony & Cartier (westsi	mow right of way / mow ditch line		Complete	Herb
Iowa Colony & Dubuque (south bound)	mow ditch line (Thanos- boom mower)		Complete	Jalex
Davenport & Iowa Colony (north bound 200ft)	mow right of way / mow ditch line		Complete	Herb
Dubuque & Magnolia Bend to Dubuque & Country Side Dr.	mow right of way / mow ditch line		Complete	Herb
Brister & Pursley to Brister & Iowa Colony	mow right of way / mow ditch line		Complete	Herb
Iowa Colony & Dubuque (south bound)	mow right of way		complete	Rom
Iowa Colony & CR 62 (west bound to Hyw 288)	mow ditch line (Thanos- boom mower)		complete	Jalex
Iowa Colony & Dubuque to Dubuque & Magnolia Bend	mow right of way		complete	Rom
Iowa Colony & CR 62 (west bound to Hyw 288)	mow right of way		complete	Rom
Iowa Colony & Brister (east bound / southside)	mow right of way		complete	Rom
Brister & Pursley to Brister & Iowa Colony	mow ditch line (Thanos- boom mower)		complete	Jalex
Pursley & Dubuque to Pursley & Brister	mow right of way		complete	Rom
Iowa Colony & Davenport (north bound) right away	mow ditch line (Thanos- boom mower)		Complete	Jalex
Iowa Colony & Davenport (north bound / westside)	weedeat & edged sidewalk		Complete	Herb
City Property (43acre)	mow entire property		Complete	Rom
City Property (43acre)	mow around property (Thanos - boom mower)		Complete	Jalex
Iowa Colony & Davenport (north bound / eastside 200ft)	weedeat & edged sidewalk		complete	Herb
Iowa Colony & Davenport (south bound 200ft)	blow grass & debris off road		complete	Herb
Iowa Colony & Davenport (north bound to entrance to stad	blow grass & debris off road		complete	Herb
Meridiana (overpass)	mow overpass embankment / weedeat & edge		complete	Herb/Jalex/Rom
Meridiana (overpass)	blow grass & debris off road		complete	Herb/Jalex/Rom
Davenport (overpass)	mow overpass embankment / weedeat & edge		complete	Herb/Jalex/Rom
Davenport (overpass)	blow grass & debris off road		complete	Jeremy
Meridiana & Davenport (overpass)	called Robert @ T-DOT to spray weed & grass killer on sidewalk		inprogress	Herb
Cedar Rapids(cr57) & Karsten to Cedar Rapids(cr57) & Gra	mow right of way / mow ditch line		complete	Herb/Rom
Cedar Rapids(cr57) & Ruth to dead end	mow right of way / mow ditch line		complete	Herb/Rom
Cedar Rapids(cr57) & Ruth to dead end	trim trees (Thonas - boom mower)		complete	Jalex
Cedar Rapids(cr57) (subdivision water station)	mow ditch line (Thanos- boom mower)		complete	Jalex
Cedar Rapids(cr57) (subdivision water station)	mow ditch line		complete	Rom
Bullard & Karsten to Bullard & Mystic Topaz	mow right of way / mow ditch line		complete	Herb/Rom/Jeremy
Bullard & Karsten to Bullard & Mystic Topaz	mow ditch line (Thanos- boom mower)		complete	Jalex
CR 62 & Valley Vista to CR 62 & Ames	mow ditch line (Thanos- boom mower)		complete	Jalex
CR 62 & Valley Vista to CR 62 & Ames	mow ditch line		complete	Rom
CR 62 & Valley Vista to CR 62 & Ames	weedeat mailboxes / culvert & spray weed killer		complete	Herb/Jeremy
CR 62 & Ames to CR 62 to CR 62 & city limits	mow ditch line (Thanos- boom mower)		complete	Jalex
CR 62 & Ames to CR 62 to CR 62 & city limits	mow ditch line		complete	Rom
CR 62 & Ames to CR 62 to CR 62 & city limits	weedeat mailboxes / culvert & spray weed killer		complete	Herb
Iowa Colony & Meridiana to Iowa Colony & CR 78	mow ditch line		complete	Rom
Iowa Colony & CR 78 to CR 78 & CR 79	mow ditch line		complete	Rom
Iowa Colony & CR 78 to CR 78 & CR 79	mow ditch line (Thanos- boom mower)		complete	Jalex
Iowa Colony & CR 78 to CR 78 & CR 79	weedeat mailboxes / culvert & spray weed killer		complete	Herb
Pursley & CR 380 to deadend	mow ditch line		complete	Rom
Iowa Colony & Cedar Rapids	Survey road needs to be mowed		Complete	Jeremy
CR 190	Survey road needs to be mowed		Complete	Jeremy
Louisiana St	Survey Road needs mowing/trees cut/trash pick up		Complete	Jeremy
Bullard & Karsten to Bullard & Mystic Topaz	Mowing at 3106to Karsten Blvd		Complete	Jeremy

ROAD REPAIRS	Description		Complete	Person
Iowa Colony & Bullard to Iowa Colony & Oak	fill road potholes		Complete	Herb/Jalex/Rom
3710 Edison Ln.	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3631 Whitman	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
9811 Carver	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
Cabot trl. & Cartier	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3710 Edison Ln.	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
9722 Opal Rock	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
10118 Brush wy	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3703 Patterson	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3607 / 3611 Lister	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3651 Pasteur ln	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3607 Lister	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
3630 Lister dr	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
Iowa Colony & Dubuque (south bound)	fill road potholes (3)		Complete	Herb/Jalex
Iowa Colony (north bound from chocolate bayou canal	fill road potholes (6)		Complete	Herb/Jalex
Pursley & brister (north bound)	fill road potholes (2)		Complete	Herb/Jalex
Brister & Iowa Colony (east bound)	fill road potholes (2)		Complete	Herb/Jalex
Meridiana (overpass)	remove trash from side of road		Complete	Herb/Jalex/Rom
Davenport (overpass)	remove trash from side of road		Complete	Herb/Jalex/Rom
Austen ct & Faulkner trl	survey sidewalk for repairs		Complete	Herb/Jalex/Rom
Austen ct & Faulkner trl	called Jeronimo w/ Meridiana HOA	installed barricade for damage sidewalk	Complete	Herb/Jalex/Rom
Expedition & Iowa Colony	called Jeronimo w/ Meridiana HOA	installed barricade for damage sidewalk	Complete	Herb/Jalex/Rom
9838 Joyce	report malfunctioning streetlight to Centerpoint	#707953	Complete	Herb/Jalex/Rom/Jeremy
Austen ct & Faulkner trl	survey cemet contractors		Complete	Herb/Jalex/Rom/Jeremy
Whitman Dr.	survey sidewalk for repairs		complete	Herb/Jalex/Rom/Jeremy
Joyce Dr.	survey sidewalk for repairs		Complete	Herb/Jalex/Rom/Jeremy
Davenport & Sophie Mary (intersection)	survey traffic lights for any malfunctions		Complete	Herb/Jalex/Rom/Jeremy
County	Send in the interlocal to the county		Complete	Jeremy
County	Send in the FY27 road repair		Complete	Jeremy
CR 78	Road survey of the Road		Complete	Jeremy
CR 78	Road Survey of the Mowing in the area		Complete	Jeremy

City of Iowa Colony	survey the road striping in the city		Complete	Jeremy
Ruth Rd	Contractor to pick up the mud over the road		Complete	Jeremy
Ditch Drainage issue	**Description**		**Complete**	**Person**
Parks	**Description**		**Complete**	**Person**
Parks	Trash Pick up		Complete	Jeremy
Parks	Check City Park Mowing		Complete	Jeremy
City Hall Building	Meeting For the MLK event		Complete	Jeremy
Festival of Lights	work on the festival of lights		Complete	Jeremy
Parks	Check city park for trash		Complete	Jeremy
MLK Event	Work on the MLK event		Complete	Jeremy
Festival of lights	Work on plaining		Complete	Jeremy
MLK Event	Worked on 10/23/2026		Complete	Jeremy
Festival of Lights	Meeting		Complete	Jeremy
Miscellaneous Works	**Description**		**Complete**	**Person**
John Deere (Houston)	pickup part for batwing mower		Complete	Herb/Jalex/Rom
Public Works Building	disassemble broken wheel mount on batwing mower		Complete	Herb/Jalex/Rom
Public Works Building	remove batwing mower tire for repair		Complete	Herb/Rom
Public Works Building	service batwing mower (grease all inserts)		Complete	Herb/Rom
Public Works Building	install new wheel mount on batwing mower	$1000.00 saved	Complete	Herb/Rom
Public Works Building	mount repaired tire on batwing mower		Complete	Herb/Rom
Northern Tools (Houston)	order 2-3/8 socket for removal of batwing mower blade assembly		Complete	Herb/Jeremy/Rom
Public Works building	remove barbed wire from shaft of batwing mower	3375 CR 62 (barbed wire in ditch line)	Complete	Herb/Jalex/Rom
Pursley & CR 382 (north bound)	survey for low hanging wire		Complete	Herb/Jalex/Rom
City Hall Building	install electrical cord in ceiling for I.T. Director		Complete	Herb/Jeremy/Jalex/Rom
City Hall Building	relocate table from 1st floor to 2nd floor E.O.C		Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	assemble desk for Rom		Complete	Herb/Jalex/Rom
Public Works Building	oil change for pickup #2407 (public works)	save city $150.00	Complete	Herb/Jalex/Rom
Public Works Building	change tires on tractor #5100 E		Complete	Herb/Jalex/Rom/Jeremy
Public Works Building	pickup lawnmower trailer from Passadena truck & trailer		Complete	Herb/Jalex/Rom/Jeremy
Public Works Building	repair flat tire on batwing		Complete	Herb/Jalex/Rom
PD Building	Put in a drain at PD Building		Complete	Jeremy
Pd Building	Pressure wash the Mud off the sidewalk		Complete	Jeremy
City Hall Building	Meeting with DR. T		Complete	Jeremy
City hall Building	City Council Meeting		Complete	Jeremy
City Hall Building	Meeting about the Festival of Lights		Complete	Jeremy
City Hall Building	Add a Drop in the electrical room		complete	jeremy
City Hall Building	new A/C mini Splits added to the IDF room 2nd floor		Complete	Jeremy
City Hall Building	Jace system added to the A/C unit		Complete	Jeremy
City Hall Building	Fix the Back door		Complete	Jeremy
City Hall Building	Day 2 of work with hunton service on the mini split A/C		Complete	Jeremy
Public Works Building	Clean up shop		Complete	Jeremy
City Hall Building	Work on elevtor Contact		Complete	Jeremy
City Hall Building	Fix the downstairs restroom		Complete	Jeremy
City Hall Building	Meeting with Dr. T		Complete	Jeremy
Karsten & bullard	Contractor to pick up all leftover trash from there job		Complete	Jeremy
Si Enviro	Talk with Matt about the water rate		Complete	Jeremy
Home Depot	Run to the store for Concrete		Complete	Jeremy
Nobel Glen	Survey the area		Complete	Jeremy
City Hall Building	Fix the Window blind in 2nd floor breakroom		Complete	Jeremy
City Hall Building	Fix water leak in the IDF room		Complete	Jeremy
UPS	Drop off		Complete	Jeremy
Home Depot	Concrete Run		Complete	Jeremy
Bornham Dr. &Discovery	survey the area		Complete	Jeremy

IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
Fax: (281) 406-3722

Monthly Report
October 2026

Offense	September 2026	October 2026
Burglary	1	0
Theft	9	8
Robbery	1	0
Total Index Crimes Reported	11	8
Reports Taken		
Misdemeanor	50	38
Felony	12	12
Charges Filed/Arrests		
Misdemeanor	29	18
Felony	4	1
Outside Agency Warrant Arrest	1	2
Traffic Enforcement		
Number of Violations	941	694
Crash Investigations		
Minor Crashes	17	16
Major Crashes	3	6
Fatality Crashes	0	0
Calls for Service		
Alarms	29	26
Assist Other Agency	38	66
Disturbance	24	25
Other	336	367
Security Checks	784	701
Suspicious Activity/Persons	36	42

Significant Events

- October 2 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- October 3 – Officers were dispatched to the 3200 block of Meridiana Pkwy in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 4 – Officers were dispatched to the 8800 block of New Jade Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
Fax: (281) 406-3722

- October 6 – Officers were dispatched to the 3400 block of Whitman Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 9 – Officers conducted a traffic stop in the 3200 block of Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- October 11 – Officers were dispatched to the 9700 block of Steel Knot Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 17 – Officers were dispatched to the area of SH 288/Davenport Pkwy for a major crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- October 18 – Officers conducted a traffic stop in the area of Discovery Dr/Newton Ln. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- October 19 – Officers were dispatched to the 9500 block of Red Garnett Dr in reference to threats. An arrest was made and a report was generated.
- October 25 – Officers were dispatched to the 9400 block of Grand Spark Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 27 – Officers conducted a traffic stop in the area of Iowa Colony Blvd/Bullard Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- October 31 – Officers were dispatched to the 10000 block of Agave Point Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 31 – Officers were dispatched to the area of Discovery Dr/Delta Dr in reference to a minor crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
Fax: (281) 406-3722

Animal Control
October 2026

- Animal at Large/Animal Nuisances – 13
- Wildlife/Potentially Dangerous Animals – 1
- Deceased Animals – 8
- Animal Complaint – Nuisance Barking – 1
- Loose Livestock/Missing Livestock – 1
- Animal Welfare Checks – 1

Office of Emergency Management
October 2026

- Attended 13 Texas Division of Emergency Management Situational Awareness Weather Briefings.
- Monitored New World Screwworm outbreak and potential local impacts.

City of Iowa Colony
Municipal Court Council Report
From 10/1/2026 to 10/31/2026

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
225	3	0	0	5	233

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Consol. Sec/Tech	Total
$14,636.85	$21,120.37	$8,920.70	$11.92	$12.70	$1,468.55	$46,171.09

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
56	0	54	17	94	221

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	1	1

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

ADICO
CONSULTING ENGINEERS

MEMORANDIUM

Date: November 16, 2026

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – November 2026 Engineer's Report

cc: Dr. Tarron Richardson, Kayleen Rosser, Natasha Brooks

The following is a status report of various engineering items:

1. TxDOT Overpasses:
   - We have not received a response from TxDOT.

2. GRANTS UPDATE
   - TDA Grant - Regional Kickoff meetings expected this fall, grant agreements expected Feb 2027.
   - Resilient Communities Program – by PMI

3. Capital Improvement Projects
   - 2026 Ames Blvd Extension
     i. Project is currently bidding.
     ii. Bid Date of November 17th, 2026

   - Northwest WWTP 0.75 MGD
     i. Project has been awarded.
     ii. NTP is scheduled for October 15.
     iii. Reviewing Submittals

   - Southwest WWTP 0.50 MGD
     i. Preliminary Design Phase (100% complete).
     ii. Construction documents 100%.
     iii. Project on schedule for advertisement of bid this month.
     iv. Bids Date is scheduled for January 26, 2027.

   - Elevated Storage Tank
     i. Preliminary Design Phase (100% complete) – Survey complete.
     ii. Design options for Elevated Storage Tank to be submitted to Council in October.

   - East Water Plant & Well
     i. Received TCEQ approval on October 30, 2026
     ii. Currently finalizing plans and specifications for bids.
     iii. Advertisement scheduled for December.
     iv. Bid Date scheduled for January 21, 2027 for the well.
     v. The Water Treatment Plant will be bid separately.

   - Waterline Interconnect
     i. Construction documents 100%.
     ii. Currently advertised for bid.

iii. Bids Date is scheduled for December 2, 2026.

- 2025 Impact Fee Update:
  i. Impact Fee Study presented to Impact Fee Committee
  ii. Committee has recommended approval to City Council.
  iii. City Council to accept the Impact Fee Study at this meeting and schedule Public Hearing.

- Water and Sewer Rate Study:
  i. Heddin Consulting is providing this services
  ii. This item is on the agenda for approval.

- CRS Flood Insurance Program
  i. Cahoon Consulting is providing this services
  ii. Awaiting CAV visit from FEAM.

4. SUBDIVISION CONSTRUCTION PROJECT STATUS:

A. MERIDIANA SUBDIVISION – RISE COMMUNITIES

- Active construction projects
  - Detention Pond O & P – Hardscape – 90% Complete
  - BCMUD 55 WWTP Expansion Ph 4 – 75% complete.
  - Meridiana Section 55C – On agenda for acceptance into OYMP
  - Meridiana Section 55B – Awaiting final closeout documents.

B. STERLING LAKES – STARWOOD

- Active construction projects.
  - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
  - BCMUD 31 Water Well 1 and 2 Rework – Waiting of close-out docs Well No.2
  - BCMUD 31 Waterplant No. 2 Phase I – 65% complete
  - Sterling Lakes Gates is complete pending Centerpoint installing a new transformer. Expected between 6-8 weeks.

C. SIERRA VISTA - STARWOOD

- Active construction projects - None

D. SIERRA VISTA WEST - STARWOOD

- Active construction projects:
  - BCMUD 53 Wastewater Treatment Plant Expansion – On agenda for acceptance into OYMP
  - Sierra Vista West Mass Grading and Detention Phase II – Awaiting punchlist
  - Sierra Vista West Ph II B Excavation and Grading – Awaiting punchlist items.
  - Sierra Vista West Section 11 – Awaiting closing documents

E. STERLING LAKES NORTH - STARWOOD

- Active construction projects:
  - Sterling Lakes North Detention – Awaiting punch list items.
  - Karsten Blvd North Phase IV – Complete
  - Sterling Lakes Dr. Extension – Complete
  - Sterling Lakes North Lift Station No. 1 – Awaiting closeout documents.
  - Sterling Lakes North Lift Station No. 2 – On agenda for acceptance into OYMP.

F. CALDWELL CROSSING – DR HORTON

- Active construction projects

- BCMUD 87 Detention and Grading Phase 2 – Awaiting Closeout Documents
- BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
- BCMUD 87 Water Plant No. 1 Ultimate Phase – 60% Complete.
- BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
- BCMUD 87 Lift Station No. 2 – Awaiting closeout Documents.
- BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – Awaiting Closeout Documents.
- Caldwell Ranch Crossing Detention Ph IIB – Complete
- Caldwell Crossing Section 3 – On agenda for acceptance into OYMP
- Caldwell Crossing Section 4 – Awaiting closeout Documents.
- Caldwell Crossing Section 5 – 70% Utilities Complete, 75% pavement complete.
- Caldwell Crossing Section 6 – 70% Utilities Complete, 75% pavement complete.
- Bullard Parkway PH3 Street Dedication – 45% Utilities Complete.

G. CALDWELL LAKES – DR HORTON

- Active construction projects
  - BCMUD 87 Detention and Grading Ph 3 – Complete.
  - Caldwell Lakes Section 1 – 80% Utilities, 80% Paving.
  - Caldwell Lakes Section 2 – 80% Utilities, 80% Paving.
  - Caldwell Ranch Blvd Ph IIIB – Awaiting Final Walk.
  - BCMUD 87 Detention and Mass Grading Ph IV – Awaiting Closeout Documents.
  - BCMUD 87 Remote Water Well 50% Complete.

H. CREEKHAVEN – MUD 92 - STARWOOD

- Active construction projects:
  - Mass Grading and Detention Ph 1 – 80% complete
  - BCMUD 92 Water Plant No. 1 – On agenda for acceptance into OYMP.
  - BCMUD 92 WWTP No. 1- complete. Awaiting punchlist items to be addressed.
  - BCMUD 92 Offsite lift station. – Awaiting Closeout Documents.
  - Creekhaven Mass Grading Phase II – On agenda for acceptance into OYMP
  - Creekhaven Section 4 - On agenda for acceptance into OYMP
  - Creekhaven Boulevard Phase II - On agenda for acceptance into OYMP
  - Creekhaven Section 5 – On agenda for acceptance into OYMP
  - Creekhaven Section 6 – On agenda for acceptance into OYMP

I. ELLWOOD – BEAZER HOMES

- Ellwood Offsite Force main and Water Line- Awaiting closeout documents.
- BCMUD 57 Lift Station No. 3 – 85% complete. Awaiting power
- Ellwood Water Supply and Storage Closet- 80% complete.
- Ellwood Section 1B- Awaiting closeout documents
- Ellwood Detention and Mass Grading Phase II – Awaiting Punchlist items to be complete.
- Ellwood Karsten Boulevard Bridge – Awaiting Punchlist items to be complete.
- Ellwood Section 2 – Awaiting Punchlist items to be complete.
- Ellwood Karsten Boulevard Phase III – Awaiting Punchlist items to be complete.
- Ellwood Karsten Boulevard Phase II- Awaiting Punchlist items to be complete.
- Ellwood Section 3A – Utilities 65% Complete, 80% Pavement Complete.

J. WYNSERRA

- Wynserra Detention and Mass Grading – 65%
- Wynserra Water Well 1, 60% complete
- Wynserra Water Well 2, 60% complete
- Wynserra Water Plant No.1 50% Complete.

K. OTHER CONSTRUCTION PROJECTS

- Climate Controlled Self Storage @ Meridiana – Civil 90% complete
- Primrose Montersori- Under Construction
- Crystal Center Entertainment District:
  - Agreement is in place.
  - City is waiting an agreement and funding with BCMUD 32 to execute AFA with TxDOT.
  - AFA Agreement with TxDOT has been submitted.

City of Iowa Colony
Balance Sheet
As of October 31, 2026

Account Type	Account Number	Description	Balance	Total
10 - General				
Total Assets			11,645,398.81	
				11,645,398.81
Total Liabilities			4,664,147.84	
		Total Fund Balance/Equity	6,981,250.97	
Total Liabilities & Fund Balance				11,645,398.81
11 - Retainer				
Total Assets			2,112,991.18	
				2,112,991.18
Total Liabilities			1,914,749.52	
		Total Fund Balance/Equity	198,241.66	
Total Liabilities & Fund Balance				2,112,991.18
12 - Series 2022 Project				
Total Assets			344,157.79	
				344,157.79
Total Liabilities			0.00	
		Total Fund Balance/Equity	344,157.79	
Total Liabilities & Fund Balance				344,157.79
20 - Crime Control and Prevention Distr				
Total Assets			611,265.90	
				611,265.90
Total Liabilities			3,460.24	
		Total Fund Balance/Equity	607,805.66	
Total Liabilities & Fund Balance				611,265.90

Account Type	Account Number	Description	Balance	
21 - Police Seizure and Forfeiture				
Total Assets			0.00	
				0.00
Total Liabilities			0.00	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				0.00
30 - Debt Service (General)				
Total Assets			149,036.29	
				149,036.29
Total Liabilities			18,789.00	
		Total Fund Balance/Equity	130,247.29	
Total Liabilities & Fund Balance				149,036.29
35 - Capital Improvements Plan (Gener				
Total Assets			(129,050.82)	
				(129,050.82)
Total Liabilities			1,074.56	
		Total Fund Balance/Equity	(130,125.38)	
Total Liabilities & Fund Balance				(129,050.82)
36 - Public Safety Grants				
Total Assets			(97,967.03)	
				(97,967.03)
Total Liabilities			5,509.56	
		Total Fund Balance/Equity	(103,476.59)	
Total Liabilities & Fund Balance				(97,967.03)
37 - Parkland				
Total Assets			690,800.00	
				690,800.00
Total Liabilities			0.00	
		Total Fund Balance/Equity	690,800.00	
Total Liabilities & Fund Balance				690,800.00

Account Type	Account Number	Description	Balance	
40 - Court Technology				
	Total Assets		31,475.21	
				31,475.21
	Total Liabilities		0.00	
		Total Fund Balance/Equity	31,475.21	
	Total Liabilities & Fund Balance			31,475.21
41 - Court Security				
	Total Assets		46,769.72	
				46,769.72
	Total Liabilities		0.00	
		Total Fund Balance/Equity	46,769.72	
	Total Liabilities & Fund Balance			46,769.72
42 - Consolidated Security and Technol				
	Total Assets		24,661.58	
				24,661.58
	Total Liabilities		0.00	
		Total Fund Balance/Equity	24,661.58	
	Total Liabilities & Fund Balance			24,661.58
43 - Local Youth Diversion				
	Total Assets		0.00	
				0.00
	Total Liabilities		0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			0.00
45 - American Rescue Plan Act (ARPA)				
	Total Assets		0.00	
				0.00
	Total Liabilities		(0.01)	
		Total Fund Balance/Equity	0.01	
	Total Liabilities & Fund Balance			0.00

Account Type	Account Number	Description	Balance	
49 - Computer Replacement				
Total Assets			0.00	
				0.00
Total Liabilities			0.00	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				0.00
50 - Vehicle Replacement				
Total Assets			149,101.44	
				149,101.44
Total Liabilities			0.00	
		Total Fund Balance/Equity	149,101.44	
Total Liabilities & Fund Balance				149,101.44
51 - MUD Payment				
Total Assets			0.00	
				0.00
Total Liabilities			0.00	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				0.00
55 - TIRZ Payment				
Total Assets			0.00	
				0.00
Total Liabilities			0.00	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				0.00
60 - Utility				
Total Assets			79,255,033.87	
				79,255,033.87
Total Liabilities			1,629,076.57	
		Total Fund Balance/Equity	77,625,957.30	
Total Liabilities & Fund Balance				79,255,033.87

Account Type	Account Number	Description	Balance	
61 - Utility Capital Project				
Total Assets			(724,986.59)	
				(724,986.59)
Total Liabilities			5,206,028.18	
		Total Fund Balance/Equity	(5,931,014.77)	
Total Liabilities & Fund Balance				(724,986.59)
62 - Series 2025 Project				
Total Assets			26,125,235.48	
				26,125,235.48
Total Liabilities			227,481.00	
		Total Fund Balance/Equity	25,897,754.48	
Total Liabilities & Fund Balance				26,125,235.48
63 - Northwest Regional WWTP Cost Sh				
Total Assets			15,701,730.91	
				15,701,730.91
Total Liabilities			0.00	
		Total Fund Balance/Equity	15,701,730.91	
Total Liabilities & Fund Balance				15,701,730.91
65 - Solid Waste				
Total Assets			0.00	
				0.00
Total Liabilities			125,455.68	
		Total Fund Balance/Equity	(125,455.68)	
Total Liabilities & Fund Balance				0.00
70 - ICDA General Operating				
Total Assets			469,453.24	
				469,453.24
Total Liabilities			(13,120.84)	
		Total Fund Balance/Equity	482,574.08	
Total Liabilities & Fund Balance				469,453.24

Account Type	Account Number	Description	Balance	
71 - ICDA Capital Projects				
Total Assets			447.76	
				447.76
Total Liabilities			0.00	
		Total Fund Balance/Equity	447.76	
Total Liabilities & Fund Balance				447.76
72 - ICDA Debt Service				
Total Assets			2,727,746.86	
				2,727,746.86
Total Liabilities			13,121.00	
		Total Fund Balance/Equity	2,714,625.86	
Total Liabilities & Fund Balance				2,727,746.86
98 - ICDA Consolidated Cash				
Total Assets			0.34	
				0.34
Total Liabilities			0.34	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				0.34
99 - Consolidated Cash				
Total Assets			3,849,716.69	
				3,849,716.69
Total Liabilities			3,849,716.69	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				3,849,716.69

City of Iowa Colony
Financial Statement
As of October 31, 2026

10 - General	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales and Use Taxes	0.00	89,694.60	(89,694.60)	0.00	1,076,766.00	0.00%	1,076,766.00
Ad Valorem Taxes	15,190.07	652,709.22	(637,519.15)	15,190.07	7,835,645.00	0.19%	7,820,454.93
Other Sources	14,791.28	122,938.46	(108,147.18)	14,791.28	1,475,852.00	1.00%	1,461,060.72
Fines and Fees	30,158.15	39,646.63	(9,488.48)	30,158.15	475,950.00	6.34%	445,791.85
Licenses and Permits	94,146.49	275,838.77	(181,692.28)	94,146.49	3,311,390.00	2.84%	3,217,243.51
Franchise/ROW Fees	68,727.12	52,479.00	16,248.12	68,727.12	630,000.00	10.91%	561,272.88
Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Interest	33,408.23	10,412.50	22,995.73	33,408.23	125,000.00	26.73%	91,591.77
Transfers-In	0.00	31,048.90	(31,048.90)	0.00	372,736.00	0.00%	372,736.00
Revenue Totals	256,421.34	1,274,768.08	(1,018,346.74)	256,421.34	15,303,339.00	1.68%	15,046,917.66
Expense Summary							
Transfers-Out	0.00	525,575.67	(525,575.67)	0.00	6,309,432.00	0.00%	6,309,432.00
Personnel and Benefits	274,074.72	429,999.78	(155,925.06)	274,074.72	5,162,066.00	5.31%	4,887,991.28
Contracts and Agreements	44,836.68	218,688.23	(173,851.55)	44,836.68	2,625,309.00	1.71%	2,580,472.32
Materials and Supplies	47,494.49	54,522.49	(7,028.00)	47,494.49	654,532.00	7.26%	607,037.51
Specialized Services	33,233.85	20,991.60	12,242.25	33,233.85	252,000.00	13.19%	218,766.15
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	0.00	87,465.00	(87,465.00)	0.00	1,050,000.00	0.00%	1,050,000.00
Expense Totals	399,639.74	1,337,242.77	(937,603.03)	399,639.74	16,053,339.00	2.49%	15,653,699.26

City of Iowa Colony
Financial Statement
As of October 31, 2026

10 - General	Transfers Out	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers-Out		0.00	511,481.31	(511,481.31)	0.00	6,140,232.00	0.00%	6,140,232.00
Transfers Out Totals		0.00	511,481.31	(511,481.31)	0.00	6,140,232.00	0.00%	6,140,232.00

10 - General	Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlays		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contracts and Agreements		3,514.00	2,165.80	1,348.20	3,514.00	26,000.00	13.52%	22,486.00
Investments and Debt		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies		910.21	83.30	826.91	910.21	1,000.00	91.02%	89.79
Personnel and Benefits		20,877.36	25,583.49	(4,706.13)	20,877.36	307,125.00	6.80%	286,247.64
Specialized Services		3,572.12	9,579.50	(6,007.38)	3,572.12	115,000.00	3.11%	111,427.88
Administration Totals		28,873.69	37,412.09	(8,538.40)	28,873.69	449,125.00	6.43%	420,251.31

10 - General	Legal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	5,152.85	(5,152.85)	0.00	61,859.00	0.00%	61,859.00
Materials and Supplies		219.46	165.09	54.37	219.46	1,982.00	11.07%	1,762.54
Personnel and Benefits		12,890.16	20,981.83	(8,091.67)	12,890.16	251,883.00	5.12%	238,992.84
Legal Totals		13,109.62	26,299.77	(13,190.15)	13,109.62	315,724.00	4.15%	302,614.38

10 - General	Information Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		4,294.24	2,815.54	1,478.70	4,294.24	33,800.00	12.70%	29,505.76
Materials and Supplies		83.26	7,297.08	(7,213.82)	83.26	87,600.00	0.10%	87,516.74
Personnel and Benefits		8,045.03	18,888.92	(10,843.89)	8,045.03	226,758.00	3.55%	218,712.97
Transfers-Out		0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Information Technology Totals		12,422.53	29,834.54	(17,412.01)	12,422.53	358,158.00	3.47%	345,735.47

10 - General	City Secretary & Counci	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Bu Remaining
Contracts and Agreements		11,021.40	8,579.90	2,441.50	11,021.40	103,000.00	10.70%	91,978.60
Materials and Supplies		315.56	1,624.35	(1,308.79)	315.56	19,500.00	1.62%	19,184.44
Personnel and Benefits		11,310.31	17,823.34	(6,513.03)	11,310.31	213,966.00	5.29%	202,655.69
City Secretary & Council Totals		22,647.27	28,027.59	(5,380.32)	22,647.27	336,466.00	6.73%	313,818.73

10 - General	Human Resources	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		9,076.79	4,868.88	4,207.91	9,076.79	58,450.00	15.53%	49,373.21
Materials and Supplies		188.83	491.47	(302.64)	188.83	5,900.00	3.20%	5,711.17
Personnel and Benefits		6,761.53	10,702.44	(3,940.91)	6,761.53	128,481.00	5.26%	121,719.47
Human Resources Totals		16,027.15	16,062.79	(35.64)	16,027.15	192,831.00	8.31%	176,803.85

10 - General	Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		2,471.40	13,044.78	(10,573.38)	2,471.40	156,600.00	1.58%	154,128.60
Materials and Supplies		7,872.88	1,686.82	6,186.06	7,872.88	20,250.00	38.88%	12,377.12
Personnel and Benefits		24,505.76	34,265.09	(9,759.33)	24,505.76	411,346.00	5.96%	386,840.24
Finance Totals		34,850.04	48,996.69	(14,146.65)	34,850.04	588,196.00	5.92%	553,345.96

10 - General	Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		300.00	749.70	(449.70)	300.00	9,000.00	3.33%	8,700.00
Materials and Supplies		4,653.90	14,260.96	(9,607.06)	4,653.90	171,200.00	2.72%	166,546.10
Personnel and Benefits		135,488.99	206,755.65	(71,266.66)	135,488.99	2,482,061.00	5.46%	2,346,572.01
Specialized Services		20,530.25	3,831.80	16,698.45	20,530.25	46,000.00	44.63%	25,469.75
Transfers-Out		0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00
Police Totals		160,973.14	233,928.11	(72,954.97)	160,973.14	2,808,261.00	5.73%	2,647,287.86

10 - General	Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	1,132.88	(1,132.88)	0.00	13,600.00	0.00%	13,600.00
Materials and Supplies		0.00	566.43	(566.43)	0.00	6,800.00	0.00%	6,800.00
Personnel and Benefits		5,417.41	4,908.34	509.07	5,417.41	58,924.00	9.19%	53,506.59
Specialized Services		225.25	249.90	(24.65)	225.25	3,000.00	7.51%	2,774.75
Transfers-Out		0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Animal Control Totals		5,642.66	7,690.55	(2,047.89)	5,642.66	92,324.00	6.11%	86,681.34

10 - General	Emergency Managemen	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	1,166.20	(1,166.20)	0.00	14,000.00	0.00%	14,000.00
Materials and Supplies		0.00	2,998.80	(2,998.80)	0.00	36,000.00	0.00%	36,000.00
Emergency Management Totals		0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00

10 - General	Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		4,300.00	9,121.35	(4,821.35)	4,300.00	109,500.00	3.93%	105,200.00
Materials and Supplies		75.50	833.00	(757.50)	75.50	10,000.00	0.76%	9,924.50
Personnel and Benefits		10,249.60	20,452.95	(10,203.35)	10,249.60	245,534.00	4.17%	235,284.40
Municipal Court Totals		14,625.10	30,407.30	(15,782.20)	14,625.10	365,034.00	4.01%	350,408.90

10 - General	Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	25,531.45	(25,531.45)	0.00	306,500.00	0.00%	306,500.00
Materials and Supplies		3,844.09	6,672.33	(2,828.24)	3,844.09	80,100.00	4.80%	76,255.91
Personnel and Benefits		21,708.85	35,351.49	(13,642.64)	21,708.85	424,388.00	5.12%	402,679.15
Specialized Services		1,117.75	249.90	867.85	1,117.75	3,000.00	37.26%	1,882.25
Transfers-Out		0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00
Public Works Totals		26,670.69	70,304.17	(43,633.48)	26,670.69	843,988.00	3.16%	817,317.31

10 - General	Facilities	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		3,908.85	4,165.00	(256.15)	3,908.85	50,000.00	7.82%	46,091.15
Materials and Supplies		10,619.06	4,623.15	5,995.91	10,619.06	55,500.00	19.13%	44,880.94
Specialized Services		7,181.48	6,747.30	434.18	7,181.48	81,000.00	8.87%	73,818.52
Facilities Totals		21,709.39	15,535.45	6,173.94	21,709.39	186,500.00	11.64%	164,790.61

10 - General	Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		4,650.00	0.00	4,650.00	4,650.00	0.00	0.00%	(4,650.00)
Materials and Supplies		3,800.00	7,663.60	(3,863.60)	3,800.00	92,000.00	4.13%	88,200.00
Parks & Recreation Totals		8,450.00	7,663.60	786.40	8,450.00	92,000.00	9.18%	83,550.00

10 - General	Events	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		1,300.00	10,412.50	(9,112.50)	1,300.00	125,000.00	1.04%	123,700.00
Materials and Supplies		0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
Events Totals		1,300.00	10,537.45	(9,237.45)	1,300.00	126,500.00	1.03%	125,200.00

10 - General	Community Developmer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	118,202.70	(118,202.70)	0.00	1,419,000.00	0.00%	1,419,000.00
Materials and Supplies		14,911.74	4,373.25	10,538.49	14,911.74	52,500.00	28.40%	37,588.26
Personnel and Benefits		8,871.10	21,901.55	(13,030.45)	8,871.10	262,924.00	3.37%	254,052.90
Specialized Services		0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
Community Development Totals		23,782.84	144,519.15	(120,736.31)	23,782.84	1,734,924.00	1.37%	1,711,141.16

10 - General	Fire Marshal/Building O	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Bu Remaining
Capital Outlays		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contracts and Agreements		0.00	8,954.75	(8,954.75)	0.00	107,500.00	0.00%	107,500.00
Materials and Supplies		0.00	1,049.58	(1,049.58)	0.00	12,600.00	0.00%	12,600.00
Personnel and Benefits		7,948.62	12,384.69	(4,436.07)	7,948.62	148,676.00	5.35%	140,727.38
Specialized Services		607.00	291.55	315.45	607.00	3,500.00	17.34%	2,893.00
Transfers-Out		0.00	1,599.36	(1,599.36)	0.00	19,200.00	0.00%	19,200.00
Fire Marshal/Building Official Totals		8,555.62	24,279.93	(15,724.31)	8,555.62	291,476.00	2.94%	282,920.38

10 - General	Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	2,623.95	(2,623.95)	0.00	31,500.00	0.00%	31,500.00
Materials and Supplies		0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Code Enforcement Totals		0.00	2,632.28	(2,632.28)	0.00	31,600.00	0.00%	31,600.00

10 - General	Capital and Planning Pr	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlays		0.00	87,465.00	(87,465.00)	0.00	1,050,000.00	0.00%	1,050,000.00
Capital and Planning Projects Totals		0.00	87,465.00	(87,465.00)	0.00	1,050,000.00	0.00%	1,050,000.00
Expense Total		399,639.74	1,337,242.77	(937,603.03)	399,639.74	16,053,339.00	2.49%	15,653,699.26

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11 - Retainer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	7,014.47	4,998.00	2,016.47	7,014.47	60,000.00	11.69%	52,985.53
Revenue Totals	7,014.47	4,998.00	2,016.47	7,014.47	60,000.00	11.69%	52,985.53
Expense Summary							
Contracts and Agreements	0.00	4,998.00	(4,998.00)	0.00	60,000.00	0.00%	60,000.00
Expense Totals	0.00	4,998.00	(4,998.00)	0.00	60,000.00	0.00%	60,000.00

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12 - Series 2022 Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	706.76	0.00	706.76	706.76	0.00	0.00%	(706.76)
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	706.76	0.00	706.76	706.76	0.00	0.00%	(706.76)
Expense Summary							
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Specialized Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	31,048.90	(31,048.90)	0.00	372,736.00	0.00%	372,736.00
Expense Totals	0.00	31,048.90	(31,048.90)	0.00	372,736.00	0.00%	372,736.00

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20 - Crime Control and Prevention District	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales and Use Taxes	0.00	31,237.50	(31,237.50)	0.00	375,000.00	0.00%	375,000.00
Interest	1,610.06	2,082.50	(472.44)	1,610.06	25,000.00	6.44%	23,389.94
Revenue Totals	1,610.06	33,320.00	(31,709.94)	1,610.06	400,000.00	0.40%	398,389.94
Expense Summary							
Personnel and Benefits	17,530.01	32,209.01	(14,679.00)	17,530.01	386,663.00	4.53%	369,132.99
Contracts and Agreements	3,085.41	4,289.95	(1,204.54)	3,085.41	51,500.00	5.99%	48,414.59
Materials and Supplies	37,374.76	17,534.65	19,840.11	37,374.76	210,500.00	17.76%	173,125.24
Specialized Services	150.00	416.50	(266.50)	150.00	5,000.00	3.00%	4,850.00
Capital Outlays	0.00	6,997.20	(6,997.20)	0.00	84,000.00	0.00%	84,000.00
Expense Totals	58,140.18	61,447.31	(3,307.13)	58,140.18	737,663.00	7.88%	679,522.82

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21 - Police Seizure and Forfeiture	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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30 - Debt Service (General)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Ad Valorem Taxes	7,419.59	0.00	7,419.59	7,419.59	0.00	0.00%	(7,419.59)
Other Sources	0.00	24,990.00	(24,990.00)	0.00	300,000.00	0.00%	300,000.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	158,382.78	(158,382.78)	0.00	1,901,354.00	0.00%	1,901,354.00
Revenue Totals	7,419.59	183,372.78	(175,953.19)	7,419.59	2,201,354.00	0.34%	2,193,934.41
Expense Summary							
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	913,176.77	183,372.78	729,803.99	913,176.77	2,201,354.00	41.48%	1,288,177.23
Expense Totals	913,176.77	183,372.78	729,803.99	913,176.77	2,201,354.00	41.48%	1,288,177.23

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35 - Capital Improvements Plan (General)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Personnel and Benefits	13,991.39	16,126.76	(2,135.37)	13,991.39	193,599.00	7.23%	179,607.61
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	13,991.39	16,126.76	(2,135.37)	13,991.39	193,599.00	7.23%	179,607.61

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37 - Parkland	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses and Permits	4,588.00	24,990.00	(20,402.00)	4,588.00	300,000.00	1.53%	295,412.00
Revenue Totals	4,588.00	24,990.00	(20,402.00)	4,588.00	300,000.00	1.53%	295,412.00
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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40 - Court Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	11.92	83.30	(71.38)	11.92	1,000.00	1.19%	988.08
Revenue Totals	11.92	83.30	(71.38)	11.92	1,000.00	1.19%	988.08
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	2,710.24	(2,710.24)	0.00	32,536.00	0.00%	32,536.00
Expense Totals	0.00	2,710.24	(2,710.24)	0.00	32,536.00	0.00%	32,536.00

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41 - Court Security	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	12.70	124.95	(112.25)	12.70	1,500.00	0.85%	1,487.30
Revenue Totals	12.70	124.95	(112.25)	12.70	1,500.00	0.85%	1,487.30
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	4,027.05	(4,027.05)	0.00	48,344.00	0.00%	48,344.00
Expense Totals	0.00	4,027.05	(4,027.05)	0.00	48,344.00	0.00%	48,344.00

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42 - Consolidated Security and Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	1,468.55	1,666.00	(197.45)	1,468.55	20,000.00	7.34%	18,531.45
Transfers-In	0.00	6,737.29	(6,737.29)	0.00	80,880.00	0.00%	80,880.00
Revenue Totals	1,468.55	8,403.29	(6,934.74)	1,468.55	100,880.00	1.46%	99,411.45
Expense Summary							
Materials and Supplies	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
Expense Totals	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00

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43 - Local Youth Diversion	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines and Fees	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
Transfers-In	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Revenue Totals	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00
Expense Summary							
Contracts and Agreements	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00

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45 - American Rescue Plan Act (ARPA)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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49 - Computer Replacement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Revenue Totals	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Expense Summary							
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Expense Totals	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00

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50 - Vehicle Replacement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Sources	32,250.00	0.00	32,250.00	32,250.00	0.00	0.00%	(32,250.00)
Interest	1,228.81	0.00	1,228.81	1,228.81	0.00	0.00%	(1,228.81)
Transfers-In	0.00	13,261.36	(13,261.36)	0.00	159,200.00	0.00%	159,200.00
Revenue Totals	33,478.81	13,261.36	20,217.45	33,478.81	159,200.00	21.03%	125,721.19
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	24,592.98	13,261.36	11,331.62	24,592.98	159,200.00	15.45%	134,607.02
Expense Totals	24,592.98	13,261.36	11,331.62	24,592.98	159,200.00	15.45%	134,607.02

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51 - MUD Payment	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Transfers-In	0.00	98,951.48	(98,951.48)	0.00	1,187,893.00	0.00%	1,187,893.00
Revenue Totals	0.00	98,951.48	(98,951.48)	0.00	1,187,893.00	0.00%	1,187,893.00
Expense Summary							
Specialized Services	0.00	98,951.47	(98,951.47)	0.00	1,187,893.00	0.00%	1,187,893.00
Expense Totals	0.00	98,951.47	(98,951.47)	0.00	1,187,893.00	0.00%	1,187,893.00

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55 - TIRZ Payment	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Transfers-In	0.00	304,043.75	(304,043.75)	0.00	3,649,985.00	0.00%	3,649,985.00
Revenue Totals	0.00	304,043.75	(304,043.75)	0.00	3,649,985.00	0.00%	3,649,985.00
Expense Summary							
Specialized Services	0.00	304,043.75	(304,043.75)	0.00	3,649,985.00	0.00%	3,649,985.00
Expense Totals	0.00	304,043.75	(304,043.75)	0.00	3,649,985.00	0.00%	3,649,985.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

60 - Utility	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses and Permits	36,901.00	184,926.00	(148,025.00)	36,901.00	2,220,000.00	1.66%	2,183,099.00
Service Accounts	530,945.39	292,986.92	237,958.47	530,945.39	3,517,250.00	15.10%	2,986,304.61
Franchise/ROW Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Interest	17,740.27	833.00	16,907.27	17,740.27	10,000.00	177.40%	(7,740.27)
Revenue Totals	585,586.66	478,745.92	106,840.74	585,586.66	5,747,250.00	10.19%	5,161,663.34
Expense Summary							
Personnel and Benefits	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contracts and Agreements	417,176.51	343,591.67	73,584.84	417,176.51	4,124,750.00	10.11%	3,707,573.49
Materials and Supplies	8,007.52	23,532.25	(15,524.73)	8,007.52	282,500.00	2.83%	274,492.48
Specialized Services	53,496.05	40,817.00	12,679.05	53,496.05	490,000.00	10.92%	436,503.95
Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	70,805.00	(70,805.00)	0.00	850,000.00	0.00%	850,000.00
Expense Totals	478,680.08	478,745.92	(65.84)	478,680.08	5,747,250.00	8.33%	5,268,569.92

City of Iowa Colony
Financial Statement
As of October 31, 2026

61 - Utility Capital Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	45,815.00	(45,815.00)	0.00	550,000.00	0.00%	550,000.00
Revenue Totals	0.00	46,023.25	(46,023.25)	0.00	552,500.00	0.00%	552,500.00
Expense Summary							
Investments and Debt	0.00	46,023.25	(46,023.25)	0.00	552,500.00	0.00%	552,500.00
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	46,023.25	(46,023.25)	0.00	552,500.00	0.00%	552,500.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

62 - Series 2025 Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	121,114.27	49,980.00	71,134.27	121,114.27	600,000.00	20.19%	478,885.73
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	121,114.27	49,980.00	71,134.27	121,114.27	600,000.00	20.19%	478,885.73
Expense Summary							
Contracts and Agreements	227,481.00	0.00	227,481.00	227,481.00	0.00	0.00%	(227,481.00)
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	1,080,401.00	(1,080,401.00)	0.00	12,970,000.00	0.00%	12,970,000.00
Expense Totals	227,481.00	1,080,401.00	(852,920.00)	227,481.00	12,970,000.00	1.75%	12,742,519.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

63 - Northwest Regional WWTP Cost Sharing	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	40,406.19	0.00	40,406.19	40,406.19	0.00	0.00%	(40,406.19)
Other Sources	0.00	166,600.00	(166,600.00)	0.00	2,000,000.00	0.00%	2,000,000.00
Transfers-In	0.00	1,055,411.00	(1,055,411.00)	0.00	12,670,000.00	0.00%	12,670,000.00
Revenue Totals	40,406.19	1,222,011.00	(1,181,604.81)	40,406.19	14,670,000.00	0.28%	14,629,593.81
Expense Summary							
Contracts and Agreements	0.00	83,333.33	(83,333.33)	0.00	1,000,000.00	0.00%	1,000,000.00
Capital Outlays	0.00	1,139,166.66	(1,139,166.66)	0.00	13,670,000.00	0.00%	13,670,000.00
Expense Totals	0.00	1,222,499.99	(1,222,499.99)	0.00	14,670,000.00	0.00%	14,670,000.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

65 - Solid Waste	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Service Accounts	0.00	238,742.79	(238,742.79)	0.00	2,866,060.00	0.00%	2,866,060.00
Interest	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	238,826.09	(238,826.09)	0.00	2,867,060.00	0.00%	2,867,060.00
Expense Summary							
Specialized Services	125,455.68	238,826.09	(113,370.41)	125,455.68	2,867,060.00	4.38%	2,741,604.32
Expense Totals	125,455.68	238,826.09	(113,370.41)	125,455.68	2,867,060.00	4.38%	2,741,604.32

City of Iowa Colony
Financial Statement
As of October 31, 2026

70 - ICDA General Operating	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales and Use Taxes	0.00	1,249.50	(1,249.50)	0.00	15,000.00	0.00%	15,000.00
Ad Valorem Taxes	0.00	368,889.71	(368,889.71)	0.00	4,428,448.00	0.00%	4,428,448.00
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	370,139.21	(370,139.21)	0.00	4,443,448.00	0.00%	4,443,448.00
Expense Summary							
Contracts and Agreements	0.00	145,816.31	(145,816.31)	0.00	1,750,496.00	0.00%	1,750,496.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	224,322.90	(224,322.90)	0.00	2,692,952.00	0.00%	2,692,952.00
Expense Totals	0.00	370,139.21	(370,139.21)	0.00	4,443,448.00	0.00%	4,443,448.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

71 - ICDA Capital Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Iowa Colony
Financial Statement
As of October 31, 2026

72 - ICDA Debt Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	5,273.66	5,831.00	(557.34)	5,273.66	70,000.00	7.53%	64,726.34
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	224,322.90	(224,322.90)	0.00	2,692,952.00	0.00%	2,692,952.00
Revenue Totals	5,273.66	230,153.90	(224,880.24)	5,273.66	2,762,952.00	0.19%	2,757,678.34
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	821,475.65	230,153.90	591,321.75	821,475.65	2,762,952.00	29.73%	1,941,476.35
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	821,475.65	230,153.90	591,321.75	821,475.65	2,762,952.00	29.73%	1,941,476.35

Si Environmental, LLC

City of Iowa Colony

Operations Report for the meeting held on November 16th, 2026.

Management Report Summary

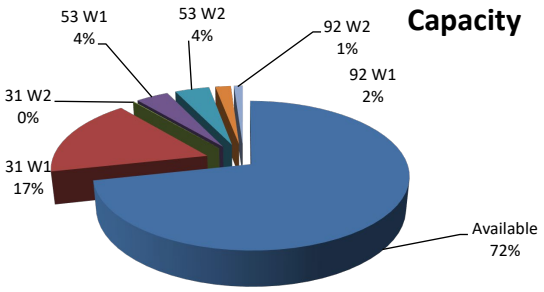
1. **Maintenance & Repairs:**
   - **Wastewater Treatment Plant**
     i. WWTP#1 – ordered HTH granular and flow charts for facility.
     ii. WWTP#1 – Reinstalled blower #7 after bearing replacement.
     iii. WWTP#1 – RMS unit not responding, installed rental and ordered replacement.
     iv. WWTP#1 – Vactor truck work to clean headworks and aeration basin.
     v. WWTP#1 – Subcontract work to replace effluent sampler.
   - **Lift Station**
     i. LS#6 – Replaced coolant level indicator for onsite generator.
     ii. LS#6 – Installed new soft start on control panel.
     iii. LS#7 – Vactor truck work to clean wet well.
     iv. LS#1 – Replaced lift pump#1 after mechanical seal failure.
   - **Water Plant**
     i. WP#2 – Replaced measuring chamber on well meter.
     ii. WP#1 &WP#2 – Conducted infra-red survey on electrical equipment.
   - **Water Distribution**
     i. In City – 4 excavations to replace leaking taplines.
   - **Storm Sewer Collection**
     i. Nothing to report.
   - **Sanitary Sewer**
     i. 1721 Sterling Lakes West – Jett truck work to clear blockage in mainline.

City of Iowa Colony
Production Report

OCTOBER 2026 PUMPAGE X 1,000 GALS												
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	B092 Well 1	B092 Well 2	Total	Capacity	Bought	From	Sold	To
1	784	0	0	392	116	0	1,292	22.5%	200	BFB3	0	BC87
2	1,065	0	0	177	72	0	1,314	22.9%	176	BFB3	0	BC87
3	912	0	0	238	74	0	1,224	21.3%	176	BFB3	0	BC87
4	820	0	0	212	77	0	1,109	19.3%	176	BFB3	0	BC87
5	1,046	43	0	245	76	0	1,410	24.5%	115	BFB3	0	BC87
6	874	0	0	267	155	0	1,296	22.6%	137	BFB3	0	BC87
7	987	0	276	179	150	0	1,592	27.7%	155	BFB3	0	BC87
8	1,048	0	309	282	205	0	1,844	32.1%	155	BFB3	0	BC87
9	935	0	380	128	140	0	1,583	27.5%	235	BFB3	0	BC87
10	1,115	0	380	129	138	0	1,762	30.7%	235	BFB3	0	BC87
11	1,358	0	386	309	0	153	2,206	38.4%	235	BFB3	0	BC87
12	994	50	155	279	0	135	1,613	28.1%	129	BFB3	0	BC87
13	896	0	255	284	0	138	1,573	27.4%	161	BFB3	0	BC87
14	924	0	334	165	0	182	1,605	27.9%	128	BFB3	0	BC87
15	998	0	341	216	0	216	1,771	30.8%	194	BFB3	0	BC87
16	974	0	262	165	0	179	1,580	27.5%	194	BFB3	0	BC87
17	1,193	0	344	269	0	278	2,084	36.3%	194	BFB3	0	BC87
18	853	0	333	174	208	0	1,568	27.3%	194	BFB3	0	BC87
19	990	0	131	400	208	0	1,729	30.1%	122	BFB3	0	BC87
20	911	34	371	246	317	0	1,879	32.7%	122	BFB3	0	BC87
21	977	0	109	435	94	0	1,615	28.1%	122	BFB3	0	BC87
22	1,038	0	212	375	239	0	1,864	32.4%	216	BFB3	0	BC87
23	1,136	0	400	142	217	0	1,895	33.0%	205	BFB3	0	BC87
24	915	0	341	246	228	0	1,730	30.1%	205	BFB3	0	BC87
25	1,460	0	451	237	208	0	2,356	41.0%	205	BFB3	0	BC87
26	973	0	106	312	0	241	1,632	28.4%	126	BFB3	0	BC87
27	927	68	395	289	0	186	1,865	32.5%	82	BFB3	0	BC87
28	1,034	0	216	126	9	202	1,587	27.6%	165	BFB3	0	BC87
29	949	0	234	330	106	6	1,625	28.3%	165	BFB3	0	BC87
30	665	0	146	151	190	0	1,152	20.0%	153	BFB3	0	BC87
31	728	0	249	151	174	0	1,302	22.7%	153	BFB3	0	BC87
TOTAL:	**30,479**	**195**	**7,116**	**7,550**	**3,401**	**1,916**	**50,657**		**5,230**		**0**	

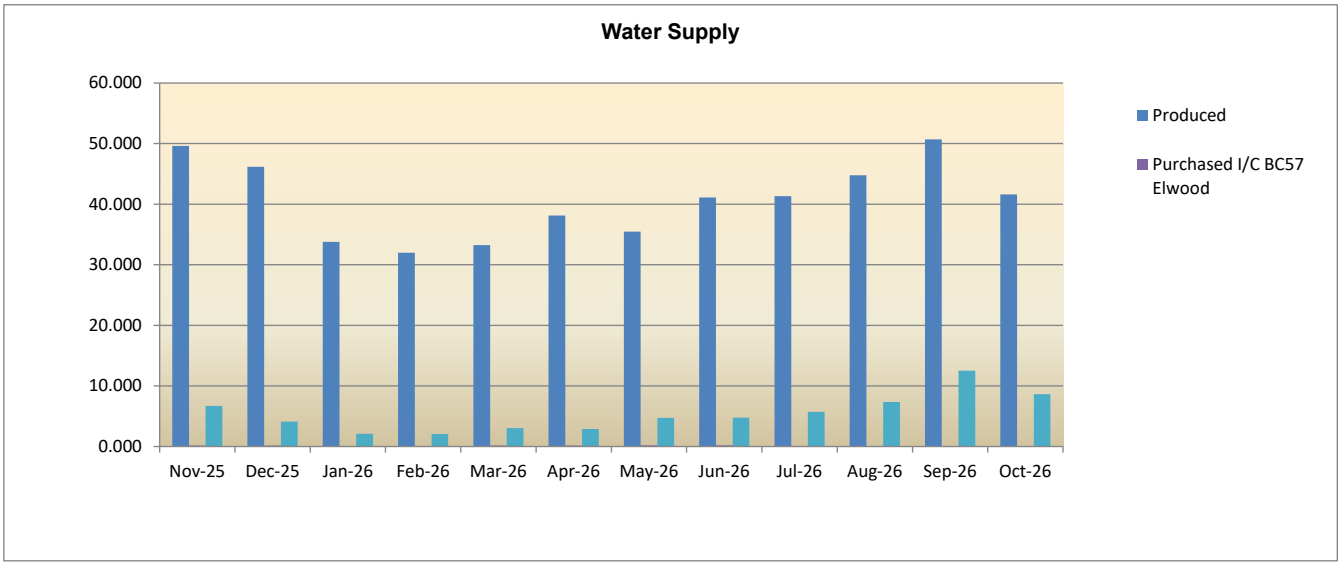
BC31 PERMIT	PERMIT TERM 2/1/26 - 1/31/27	GALLONS PUMPED	PERMIT USED	MONTHS AVAIL	MONTHS PROJ
325,000	**x 1,000 gallons**	248,514	76%	3	3
BC53 PERMIT	**PERMIT TERM 11/1/25 - 10/31/26**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
210,000	**x 1,000 gallons**	123,284	59%	0	8
BC92 PERMIT	**PERMIT TERM 7/1/26 - 6/30/27**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
30,000	**x 1,000 gallons**	17,556	59%	8	3

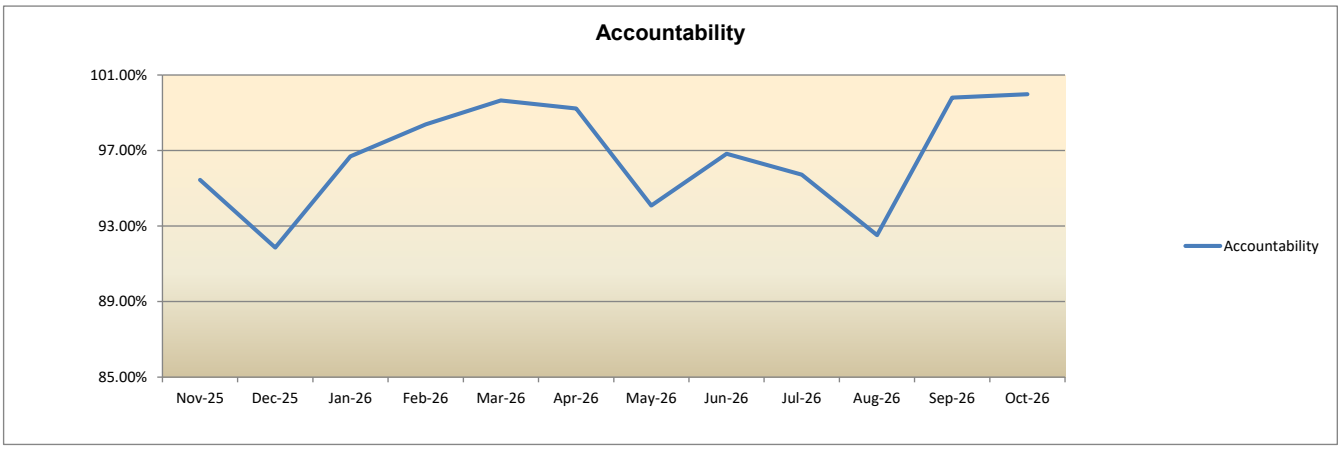
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	5/12/26	1257	1,810
BC31 2	5/12/26	621	851
BC53 1	6/1/26	548	789
BC53 2	6/1/26	592	852
BC92 1	7/8/26	498	717
BC92 2	7/8/26	505	727
TOTAL			**5,747**



City of Iowa Colony
Accountability Report

Billing Period	Produced	Purchased I/C BC57 Elwood	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
10/8/25 - 11/06/25	49.610	0.162	6.711	56.483	53.748	0.163	0.000	95.45%	99.95%
11/7/25 - 12/10/25	46.184	0.148	4.106	50.438	46.167	0.166	0.000	91.86%	97.26%
12/11/25 - 01/09/26	33.788	0.106	2.086	35.980	34.596	0.193	0.000	96.69%	96.67%
01/10/26 - 02/09/26	32.005	0.074	2.072	34.151	31.394	0.366	1.841	98.39%	95.60%
02/10/26 - 03/10/26	33.258	0.162	3.022	36.442	35.921	0.396	0.000	99.66%	96.65%
03/11/26 - 04/09/26	38.129	0.165	2.894	41.188	40.821	0.049	0.000	99.23%	98.49%
04/10/26 - 05/08/26	35.473	0.207	4.718	40.398	37.832	0.060	0.116	94.08%	97.84%
05/09/26 - 06/09/26	41.096	0.185	4.752	46.033	44.128	0.065	0.380	96.83%	97.45%
06/10/26 - 07/09/26	41.309	0.136	5.725	47.170	44.941	0.040	0.173	95.73%	96.47%
07/10/26 - 08/07/26	44.782	0.342	7.347	52.471	46.630	0.122	1.794	92.52%	94.79%
08/8/26 - 09/08/26	50.694	1.096	12.520	64.310	62.032	0.126	2.024	99.80%	96.22%
09/9/26 - 10/08/26	41.611	1.878	8.650	52.139	52.031	0.099	0.000	99.98%	97.01%





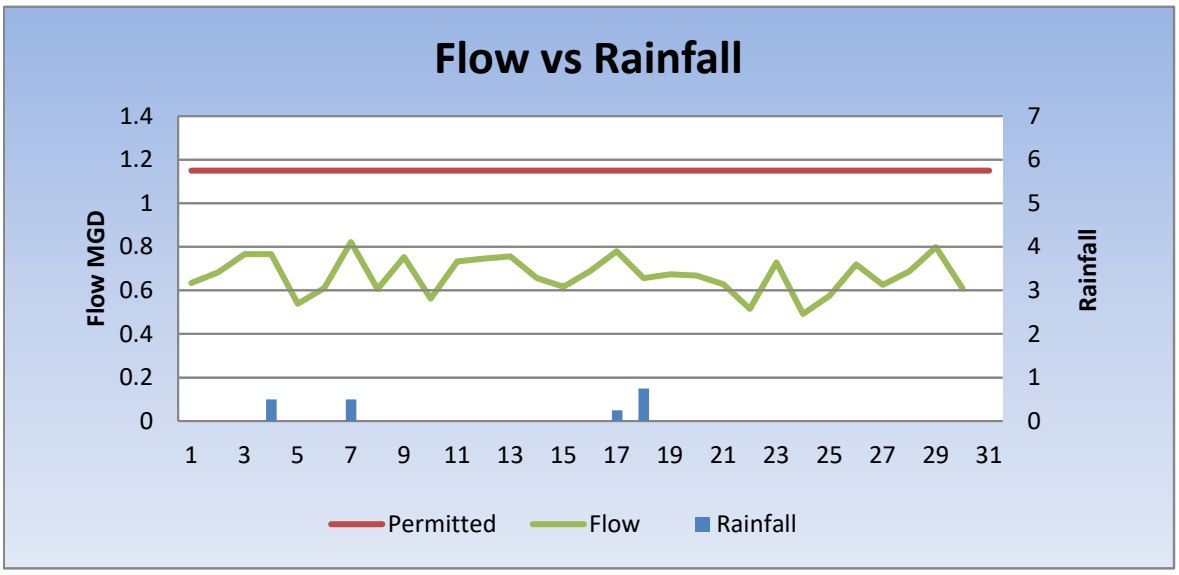
Wastewater Treatment Plant #1
BC31 Plant

Permit # 14546-001
Expires: 7/31/2028

Design: 1.150 MGD
Utilized 51.5%

PARAMETER		UNITS	PERMIT LIMITS	Sep-26 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	6.0	7.3	0
pH:	Min	S.U.	6.0	7.2	0
pH:	Max	S.U.	9.0	7.6	0
Total Suspended Solids:	Avg	lbs / day	120.0	24.8	0
Total Suspended Solids:	Avg	mg / l	12.0	4.3	0
Total Suspended Solids:	Max	mg / l	40.0	12.0	0
Ammonia:	Avg	lbs / day	19.0	0.6	0
Ammonia:	Avg	mg / l	2.0	0.1	0
Ammonia:	Max	mg / l	10.0	0.1	0
Flow:	Avg	Rpt	Rpt	0.670	0
Flow:	Avg	Rpt	Rpt	0.822	0
2-Hour Peak Flow:	Max	gpm	3194	1192	0
Flow:	Avg	M.G.D.	1.150	0.592	0
Chlorine:	Max	mg / l	0.1	0.04	0
Chlorine:	Min	mg / l	1.0	1.17	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	67.0	13.4	0
CBOD:	Avg	mg / l	7.0	2.4	0
CBOD:	Max	mg / l	22.0	5.7	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	2	SSO Gallons:	0



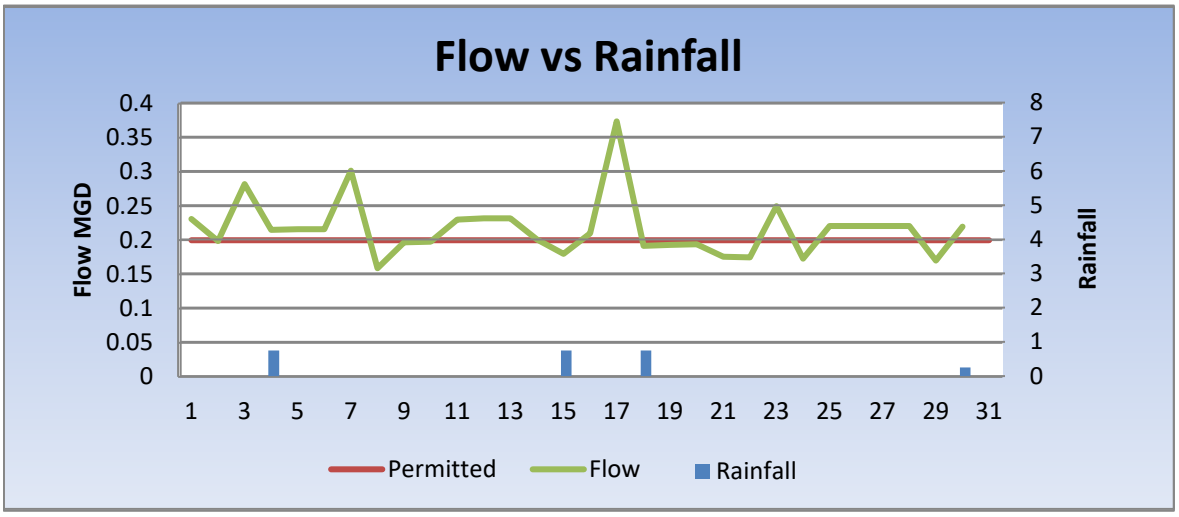
Wastewater Treatment Plant #2
BC53 Plant

Permit # 15714-001
Expires: 7/30/2024

Design: 0.200 MGD
Utilized 108.5%

PARAMETER		UNITS	PERMIT LIMITS	Sep-26 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	7.19	0
pH:	Min	S.U.	6.0	7.19	0
pH:	Max	S.U.	9.0	7.33	0
Total Suspended Solids:	Avg	lbs / day	25.0	11.90	0
Total Suspended Solids:	Avg	mg / l	15.0	5.80	0
Total Suspended Solids:	Max	mg / l	60.0	7.20	0
Ammonia:	Avg	lbs / day	5.0	0.21	0
Ammonia:	Avg	mg / l	3.0	0.10	0
Ammonia:	Max	mg / l	15.0	0.10	0
Flow:	Avg	M.G.D.	0.200	0.217	1
2-Hour Peak Flow:	Max	gpm	0.800	0.374	0
Chlorine:	Min	mg / l	1.0	1.12	0
Chlorine:	Max	mg / l	4.0	2.97	0
E.coli:	Avg	CFU/100ml	126.0	1.0	0
E.coli:	Max	CFU/100ml	399.0	1.0	0
CBOD:	Avg	lbs / day	17.0	6.50	0
CBOD:	Avg	mg / l	10.0	3.50	0
CBOD:	Max	mg / l	35.0	8.10	0

Permit Excursions:	1	Sanitary Sewer Overflows:	0
Rainfall:	0.6	SSO Gallons:	0



City of Iowa Colony
Customer Billing Report

	October 11, 2026	September 11, 2026	August 11, 2026
Beginning Date	9/26/2026	8/28/2026	7/28/2026
Closing Date	10/26/2026	9/25/2026	8/27/2026
Collected Amount			
*use intermediate recap			
Penalty	$ 12,900.89	$ 9,440.44	$ 10,700.76
Water	$ 247,584.36	$ 206,445.40	$ 231,051.71
Sewer	$ 121,950.35	$ 117,425.29	$ 119,192.64
Garbage Tax	$ 8,629.30	$ 9,284.42	$ 9,656.50
Garbage Collection Fees	$ 102,763.83	$ 112,683.97	$ 116,322.06
Franchise	$ 18,284.66	$ 16,454.16	$ 18,100.75
Voluntary Fire	$ 19,074.68	$ 18,280.54	$ 18,791.85
Grease Trap	$ 2,412.00	$ 2,144.00	$ 2,680.00
Deposit	$ 12,840.86	$ 10,850.00	$ 12,225.00
Transfer Fee	$ 5,259.70	$ 4,802.36	$ 5,375.00
Miscellaneous	$ 17,868.92	$ 13,140.05	$ 19,189.83
TOTAL COLLECTED	**$ 569,569.55**	**$ 520,950.63**	**$ 563,286.10**
OVERPAYMENT	**$ 20,911.50**	**$ 15,763.35**	**$ 53,596.18**
TOTAL COLLECTED	**$ 590,481.05**	**$ 536,713.98**	**$ 616,882.28**
Billed Amounts			
*use director's report			
Water	$ 262,141.78	$ 292,729.08	$ 238,715.51
Sewer	$ 126,512.94	$ 125,356.26	$ 124,429.56
Garbage Tax	$ 10,397.20	$ 10,362.00	$ 10,280.60
Garbage	$ 126,042.42	$ 125,615.70	$ 124,628.91
Franchise Fee	$ 19,270.58	$ 20,846.51	$ 18,094.25
Voluntary Fire	$ 26,622.00	$ 26,532.00	$ 26,316.00
Grease Trap	$ 2,680.00	$ 2,546.00	$ 2,680.00
Deposit	$ 8,775.00	$ 10,250.00	$ 12,075.00
Transfer Fee	$ 3,585.00	$ 4,035.00	$ 5,190.00
Miscellaneous	$ 1,300.00	$ 1,300.00	$ 10,689.50
TOTAL BILLED	**$ 587,326.92**	**$ 619,572.55**	**$ 573,099.33**
Aged Receivables			
*use director's report			
30 Days Arrears	$ 115,332.13	$ 85,022.83	$ 82,797.69
60 Days Arrears	$ 39,195.84	$ 30,388.17	$ 25,103.02
90 Days Arrears	$ 10,050.36	$ 9,085.85	$ 11,068.89
Over 120 Days Arrears	$ 90,610.23	$ 85,384.87	$ 102,105.56
Previous Month Overpymt	$ (20,218.06)	$ (24,028.54)	$ (35,261.24)
Total Aged Receivables	$ 234,970.50	$ 185,853.18	$ 185,813.92
Current Month Overpymt	$ (40,681.73)	$ (40,682.83)	$ (52,187.37)
TOTAL LESS OVERPYMT	$ 194,288.77	$ 145,170.35	$ 133,626.55
TOTAL RECEIVABLES	**$ 781,615.69**	**$ 764,742.90**	**$ 706,725.88**
Deposit Liabilities	**$ 463,570.00**	**$ 461,770.00**	**$ 458,570.00**
*use consumption report			
Average Usage For Meters	6,768	7,878	6,336

City Of Iowa Colony
Connection Report

October-26

	B031	B032	B053	B057	B087	B092	Totals
Occupied Single Family	2264	739	1289	29	316	67	4704
Vacant Single Family	36	12	20	0	4	1	73
Multi-Family	0	1	0	0	0	0	1
Commercial	7	16	4	0	2	0	29
Builder	67	50	44	34	11	129	335
Irrigation	39	44	27	3	14	15	142
Rental Meters	13	0	0	0	0	0	13
District Meters	3	0	0	0	0	0	3
TOTAL CONNECTIONS	**2429**	**862**	**1384**	**66**	**347**	**212**	**5300**

CITY OF IOWA COLONY CALL LOG

Oct-26				
COIC	CITY OF IOWA COLONY (115)		Account Final	24
COIC	CITY OF IOWA COLONY (115)		Account Set Up	66
COIC	CITY OF IOWA COLONY (115)		Garbage Inquiry	1
COIC	CITY OF IOWA COLONY (115)		New Service	115
COIC	CITY OF IOWA COLONY (115)		No Water	1
COIC	CITY OF IOWA COLONY (115)		Payment Related	218
COIC	CITY OF IOWA COLONY (115)		Account Info - Change/Upload	2
COIC	CITY OF IOWA COLONY (115)		Refund Inquiry	2
COIC	CITY OF IOWA COLONY (115)		Billing - High Usage	1
COIC	CITY OF IOWA COLONY (115)		Water Quality	1

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Parkway
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
Fax: (281) 406-3722

Mayor and Council, October 19, 2026

I would like to address the questions that have been raised regarding our Flock camera system, including how the program was approved, the number of cameras within the city, their cost, who has access to the information, and how the cameras have benefited the Police Department.

Approval and Authority

The Flock camera program was originally approved by City Council through a contract in September 2022. It was not established through a separate ordinance.

The Police Department maintains operational control over 27 Flock cameras in and around our city limits.

As far as removing or shutting down the cameras, that can be accomplished through the appropriate contractual process. Which is providing a notice of non-renewal at least thirty days prior to the end of the then current term.

Number of Cameras, Funding, and Renewal Dates

Although the Police Department manages the cameras, they are funded by three separate entities.

Funding Entity	Number of Cameras	Contract Renewal Date
City of Iowa Colony	10	November 1, 2026
Brazoria County MUD 31	6	November 1, 2026
Brazoria County MUD 32	11	December 3, 2026

The City budgets $30,000 annually for its 10 cameras, which is $3,000 per camera per year.

The remaining 17 cameras are funded through a reimbursement agreement withh MUD 31 ($18,000) and MUD 32 ($33,000), so their costs are not included in the City's annual expenditure.

Agency Access and Information Sharing

One of the questions raised was how many outside agencies have access to our cameras and what benefit the City receives from sharing that information.

We allow limited outside agency access to our cameras. We have reciprocal sharing arrangements with 12 law enforcement agencies, primarily within Brazoria County and our surrounding area.

These arrangements include agencies such as Alvin ISD Police Department, City of Alvin Police Department, Brazoria County PCT's 3 and 4 Constables Offices, City of Pearland Police Department, City of Sweeny Police Department, Texas Department of Criminal Justice, Texas Department of Public Safety, Alvin College Campus Police Department, Brazoria County Sheriff's Office, City of Clute Police Department, and the City of West Columbia Police Department.

This is particularly useful when investigating crimes involving vehicles that travel between jurisdictions. Criminal activity does not stop at city limits, and having access to information from neighboring communities can help our investigators identify vehicles, develop leads, and locate suspects more efficiently.

Searches Conducted by Our Department

From August 2025 through August 2026, Iowa Colony Police Department personnel conducted 1,361 searches using the Flock system.

These searches were associated with a variety of legitimate law enforcement activities, including calls for service, criminal investigations, arrests, and other incidents requiring investigative follow-up.

During the most recent 30-day reporting period, our personnel conducted only 5 searches.

It is important to understand that a search does not necessarily represent a separate criminal case or an enforcement action. An investigation may require multiple searches as officers attempt to identify a vehicle or establish information relevant to a particular incident.

Oversight and Auditing

We have a departmental policy specifically governing the use of Automated License Plate Readers.

Our officers are required to have a legitimate law enforcement purpose for accessing the system and must enter a case or incident number associated with their search.

Each month, an audit report is generated and reviewed by our Operations Lieutenant. This allows us to examine system activity and determine whether searches are consistent with departmental policy.

Our audits have not identified any improper use of the system by Iowa Colony Police Department personnel.

Data Retention

Another important safeguard is our data retention policy. Information collected by our Flock cameras is retained for only seven days, after which it is automatically deleted from the system.

However, the audit records documenting who accessed the system, when it was accessed, and the reason for the search are maintained for a longer period to allow for continued oversight and accountability.

This allows us to limit the amount of historical vehicle information stored in the system while preserving the records necessary to ensure the technology is being used appropriately and in accordance with departmental policy.

If misuse were discovered, it would be investigated and addressed appropriately.

I believe this oversight is important because technology such as this should never be used for personal reasons or outside the scope of legitimate law enforcement activities.

Changes to Departmental Access

As an additional safeguard, I have significantly reduced the number of personnel within our department who are authorized to access and conduct searches within the Flock system.

Currently, access is limited to just five individuals: the Chief of Police, Operations Lieutenant, Administrative Sergeant, and our two Investigators.

Previously, our patrol officers had access to the system, which allowed them to receive and act upon information more quickly. While restricting access does reduce some of the system's operational effectiveness, I believe it is an appropriate precaution given the concerns surrounding ALPR technology.

Our officers can still request a search when there is a legitimate law enforcement need, and one of the authorized individuals can conduct that search.

We have a 7 day retention period on the data being stored.
This allows us to continue benefiting from the investigative capabilities of the system while maintaining tighter control over who can access the information and ensuring greater accountability.

Transparency Portal

Another step toward greater public transparency is Flock Safety's Transparency Portal.

The portal provides information about our camera program, including the total number of cameras, system alerts, search activity, data usage, and other available statistics.

The purpose of the portal is to give residents an opportunity to better understand how the technology is being utilized.

This information is available through the City's website so that residents can review the information themselves.

Rather than duplicating the search statistics in our monthly Police Department report, the portal will provide a dedicated source for that information.

How Flock Cameras Have Assisted the Police Department

I also want to address what I believe is one of the most important questions: Has this technology actually helped our department?

The answer is yes.

So far in 2026, information obtained through Flock cameras has assisted our department in:

- Locating two missing persons.
- Locating two wanted persons.
- Solving an aggravated assault investigation.
- Solving a criminal case involving damage to a vehicle.

One of our most recent examples occurred approximately a week ago when we investigated an incident involving someone discharging a firearm.

Initially, our officers had very little information to work with other than a description of the vehicle involved.

By utilizing Flock cameras in the area, our investigators were able to locate a vehicle matching that description and develop information that helped identify the person responsible for discharging the firearm.

Without that technology, identifying the vehicle and developing a suspect could have required considerably more investigative time and resources.

These are actual examples of how the system has benefited our department and the community.

In addition to helping solve crimes, I believe the presence of these cameras can serve as a crime deterrent by increasing the likelihood that vehicles associated with criminal activity can be identified.

Closing Remarks

Flock cameras have proven to be a valuable tool for the Iowa Colony Police Department. They have helped us develop investigative leads, solve crimes, and locate individuals. We have policies and procedures in place to ensure the system is used appropriately, and we regularly audit its use to maintain accountability. My goal is to continue using technology responsibly to help keep our community safe while respecting the rights and privacy of our citizens.

CITY OF IOWA COLONY

APPLICATION FOR AMENDMENT TO REGULATIONS OR TO THE OFFICIAL ZONING DISTRICT MAP

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 346-395-4528 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

APPLICANT INFORMATION:

Name: Kayla Leal, LJA
Address: 3600 W Sam Houston Pkwy S Ste 600
Houston, TX 77042
Phone: 713.953.5200
Email: kleal@lja.com

OWNER INFORMATION:

Name: Srinivasa Gogineni, Colony Retreat, LLC
Address: 4943 Glenmeadow Dr
Houston, TX 77096
Phone: [redacted]
Email:

DESCRIPTION OF PROPOSED AMENDMENT:

Change of zoning from Single Family Residential to Planned Unit Development for 104-acre Colony Retreat PUD, located at COUNTY ROAD 57 TX 77583

PROPERTY INFORMATION:

Legal Description:

A0286 H T & B R R TRACT 1-2-2C ACRES 105.00

Brazoria County Tax Account Number(s) and Parcel ID No(s).

1. Tax Acct No. 02860001000 Parcel ID No. 167438 Current Zoning: SFR Requested Zoning: PUD
2. Tax Acct No. _____ Parcel ID No. _____ Current Zoning: _____ Requested Zoning: _____
3. Tax Acct No. _____ Parcel ID No. _____ Current Zoning: _____ Requested Zoning: _____
4. Tax Acct No. _____ Parcel ID No. _____ Current Zoning: _____ Requested Zoning: _____
5. Tax Acct No. _____ Parcel ID No. _____ Current Zoning: _____ Requested Zoning: _____

SUBMITTAL REQUIREMENTS:

- Application
- Survey/ Metes and Bounds Description
- Fee: Less than 1 acre: $1,000.00, More than 1 acre: $2,000.00
- Authorization letter, if applicable
- General plan/site plan, if available

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT, and I, the undersigned, am authorized to make this application on behalf of the owner(s). I understand that this application will expire one year from the date submitted.

9.11.26 Kayla Leal
Applicant Signature and Date

FOR CITY USE ONLY:

RECEIVED BY: _____ DATE RECEIVED: _____ PAYMENT TYPE: _____ PROJECT NO.: _____

CITY OF IOWA COLONY NOTICE OF PUBLIC HEARING ON REZONING

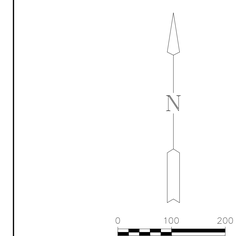
Planning and Zoning Commission Public Hearing: **November 4, 2026, at 6:30 p.m.**
City Council Public Hearing: **November 16, 2026, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony **Planning and Zoning Commission** will hold a public hearing at 6:30 p.m. on November 4, 2026, and the Iowa Colony **City Council** will hold a public hearing at 7:00 p.m. on November 16, 2026, each in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to a Planned Unit Development:

> Approximately 104-acres of land located on Cedar Rapids Parkway (County Road 57), A0286 H T & BRR TRACT 1-2-2C, Brazoria County, Texas

All interested persons may be heard concerning this matter. A copy of the application for action by the City of Iowa Colony and a map of the area subject to this action are available for inspection by any person upon a reasonable request to the City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
City Secretary



LEGEND

- GATE
- GUARD RAIL
- GUY-WIRE
- LIGHT POLE
- MAIL BOX
- PULL BOX
- POST
- PIPELINE MARKER
- POWER POLE
- PIPELINE VENT
- PEDESTAL
- TELEPHONE CABLE MARKER
- TELEPHONE PEDESTAL
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- TOP BANK
- OHE — OVERHEAD ELECTRIC
- GUARDRAIL

H.T. & B.R.R. CO. SURVEY
SECTION 60
A/K/A/
W.H. DENNIS SURVEY
ABSTRACT No. 517

H.T. & B.R.R. CO. SURVEY
SECTION 55
ABSTRACT No. 286

FND OTHER" 1/2 BOLT
P.O.B.
FND 1/2" IR
N87°29'18"E 314.68'
COUNTY ROAD 57 (CALLED 50' WIDE)
18" RCP
GUY WIRE
AT 635.11'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
AT 25.00'
FND 1/2" IR(CM)
PP W/STREET LIGHT
ABANDONED WATER WELL
DILAPITATED HOG WIRE
FENCE 14.5' INSIDE
ZONE X
ZONE X (SHADED)
ZONE AE
N02°49'38"W 660.11'
BARBED AND DILAPITATED HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED FIVE (5) ACRES, MORE OR LESS BETTIE D. HURLOCK TO COLONY RETREAT LLC FILED DECEMBER 12, 2017 DOC. NO. 2017061356 B.C.O.P.R. DESCRIBED IN VOL. 323 PG. 172 & VOL. 29 PG. 637 B.C.D.R.
CALLED 5.00 ACRES GISELA JOHANNA MANNING, INDEPENDENT EXECUTRIX TO ANTONIO DELEON, ET UX FILED SEPTEMBER 28, 1992 DOCUMENT NO. 1992030949 B.C.O.P.R.
APPROXIMATE IOWA COLONY CITY LINE
N87°29'18"E 329.87'
(S)
(CM)
FND 3/4" IP
FENCE 37.6' INSIDE
BARBED AND DILAPITATED HOG WIRE
S02°32'20"E 1338.33'
CALLED 6.9856 ACRES, MORE OR LESS GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 29, 2013 DOC. NO. 1999031626 B.C.O.P.R.
5.9353 ACRES GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 29, 2013 DOC. NO. 2013019730 B.C.O.P.R.
LOT 3 MATA SUBDIVISION FILED APRIL 26, 2011 DOC. NO. 2011016393 B.C.M.R.
ARRELL PROPERTIES LLC FILM CODE NO. 202402793S B.C.M.R.
FND 5/8" IR W/CAP (UNREADABLE) BRS. N 16° E, 2.9'
FND 1" IP
AT 25.00'
N87°30'16"E 659.26' (CALL 659.72')
N:13,729,133.17
E:3,109,994.30
S02°49'29"E 41.77'
(CALL 41.67')
N87°29'18"E 660.05' (CALL 659.69')
FND 1/2" IP
AT 41.44'
FND 1/2" IP
BARBED AND HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
AT 4.52'
FND 5/8 IR(CM)
AT 2.61'
FND 3/8" IR(CM)
N02°49'38"W 330.35' (CALL 330.74')
CALLED 6.667 ACRES GMAC MORTGAGE CORPORATION OF IOWA TO LARRY W. SINCLAIR, ET UX MARCH 30, 1990 DOC. NO. 1990009103 B.C.O.P.R.
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
ENTERPRISE GAS
PST RAILROAD TIE
TEST LED ENTERPRISE PIPELINE
30' WIDE EASEMENT HOUSTON PIPELINE COMPANY VOL. 529, PG. 564 B.C.O.P.R.
50' WIDE PERMANENT RIGHT OF WAY TENN GAS CO. INC VOL. 1119, PG. 739 B.C.O.P.R.
CALLED 6.088 ACRES (TRACT I) BARBARA ANN JOE TO TRACY JOE FILED JULY 20, 2023 DOC. NO. 2023033896 B.C.O.P.R.
CALLED 0.0574 ACRE TRACT IV 2,500 SQ.FT. (CLOSURE)
COUNTY ROAD 748 (CALLED 80' WIDE)
30" CMP
PP ABANDONED
ABANDONED WATER WELL
GRAVEL DRIVE
FND 5/8" IR
FND MAG" NAIL
(NO IMPROVEMENTS FOUND) SURFACE VALVE EASEMENT ALL AMERICAN PIPELINE COMPANY VOL. 605, PG. 45 B.C.O.P.R.
W/METER
30" CMP
RESIDUE OF A CALLED 20.00 ACRES TRACT JIMMY JAMES RUSHING, ET AL TO GR-M1, LTD DOCUMENT NO. 2006032291 B.C.O.P.R.
VAULT COMMUNICATION FRONTIER 3FT X 2FT
BARBED WIRE
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
DRAINAGE DITCH
MERIDIANA DETENTION RESERVES F & G FINAL PLAT FILED APRIL 30, 2020 DOC. NO. 2020021534 B.C.M.R.
PP ABANDONED
30" CMP
GRAVEL DRIVE
30" CMP
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
N02°49'53"W 1691.07' (CALL 1,690.56)
APPROXIMATE IOWA COLONY CITY LINE
CALLED 1.18 ACRES, (TRACT II) ROBERT JOSEPH DURHAM TO MARCIA Z JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
CALLED 2.83 ACRES, (TRACT I) ROBERT JOSEPH DURHAM TO MARCIA Z. JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
FENCE 50.0' INSIDE
CONCRETE SLOPE PAVING
DRAINAGE DITCH
BARBED WIRE
AT 2,584.02'
FENCE 5.8' OUTSIDE
STONE GUARD
FND 1/2"IR (LEANING)
TOP CMP 42IN
FND 1/2" IR (CM)
ZONE AE (FLOODWAY)
ZONE AE
CALLED 2.81 ACRES U.S. BANK NATIONAL ASSOCIATION TO BESSIE L. JENNINGS FILED JANUARY 30, 2013 DOC. NO. 2013004848 B.C.O.P.R.
CALLED 4.8791 ACRES MARK PETER CUDD, ADMINISTRATRIX TO MONA PARKS, ET AL FILED MAY 6, 2016 DOCUMENT NO. 2016020895 B.C.O.P.R.
BARBED WIRE
N87°27'40"E 666.94' (CALL 666.98')
HOUSTON PIPELINE
HOUSTON PIPELINE CHAIN LINK
ENTERPRISE GAS
AT 331.72'
FND 5/8" IR(CM)
FENCE 6.3' INSIDE
CHAIN LINK
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
CALLED 10.000 ACRES E.E. ARENSBERG, II TO CHOUSAN CHIO, ET UX MARCH 28, 1980 VOL. 1504, PG. 638 B.C.O.P.R.
MOHAMMAD & DELOWAR AZIZ FILE NO. 2016051177 B.C.O.P.R.
CALLED 2.501 ACRES JOE C. CALVIN, TRUSTEE TO BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER FIVE DECEMBER 27, 1990 VOL. 863 PG. 615 B.C.D.R.
FND 1/2" IP
HOUSTON PIPELINE
ENTERPRISE GAS
CALLED 4.614 ACRES (TRACT 87) A.G. GROUCH TO CHARLES ALLAN CLARK, ET UX MAY 26, 1981 DOC. NO. 1981015495 B.C.O.P.R.
COLONY WEST SECTION II SUBDIVISION (UNRECORDED)
S02°49'56"E 1295.65' (CALL 1,294.87')
12" H.D.P.E.
12" H.D.P.E.
RAILROAD TIE
FND 1/2" IR
CALLED 2.115 ACRES (TRACT 88) JESSICA F. TREMBATH TO JAYSON E TREMBATH OCTOBER 2, 2012 DOC. NO. 2012049935 B.C.O.P.R.
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 3.903 ACRES (TRACT 89) REED REALTY, INC. TO JERRY ALAN TREMBATH, ET UX APRIL 12, 1979 DOC. NO. 1979011684 B.C.O.P.R.
ZONE X
ZONE X (SHADED)
ZONE AE
CALLED 6.06 ACRES CHOCOLATE BAYOU WATER COMPANY TO GULF COAST WATER AUTHORITY FILED JULY 17, 2007 DOC. NO. 2007047929' B.C.O.P.R. FURTHER DESCRIBED IN VOL. 261 PG. 461 B.C.D.R.
FENCE 8.5' INSIDE
CHAIN LINK
S87°21'35"W 2624.02' (CALL 2,623.52')
CALLED 37.02 ACRES MEAH MINI, LLC FILE NO. 2018045191 B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
RESTRICTED RESERVE "A" IOWA COLONY PARK FILE NO. 2011041117 B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
CALLED 2.807 ACRES JAMES P. CONN FILE NO. 1998009833 B.C.O.P.R.
FND 1/2" IR
CALLED 99.324 ACRES BETTIE D. HURLOCK LONG, ET VIR TO COLONY RETREAT LLC NOVEMBER 17, 2017 DOC. NO. 2017061355 B.C.O.P.R.

104.08 ACRES
(4,533,702 SQUARE FEET)

DESCRIPTION OF 104.08 ACRES

Being 104.08 acres (4,533,702 square feet) of land situated in Section 55 of the H.T. & B.R.R. Co. Survey, Abstract Number 286, Brazoria County, Texas, being all of a called 99.324 acre tract conveyed to Colony Retreat LLC by Bettie D. Hurlock Long, by deed filed December 12, 2017 and recorded under Document Number 2017061355 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), and being all of a called Five (5) acres, more or less, conveyed to Colony Retreat LLC by Bettie D. Hurlock by deed filed December 12, 2017 and recorded under Document Number 2017061356, B.C.O.P.R., said 104.08 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (NA 2011) Epoch 2010);

BEGINNING at a point for corner in the centerline of County Road 57, called 50 feet wide, same being the apparent north line of said Abstract Number 286, same being the apparent south line of the W.H. Dennis Survey, Abstract Number 517, Brazoria County, Texas, also known as Section 60 of the H.T. & B.R.R. Co. Survey, for the northwest corner of said called Five (5) acres tract, same being the most northerly northwest corner of the herein described tract, and same being the northeast corner of a called 5.00 acres tract conveyed to Antonio De Leon, et ux by Gisela Johanna Manning, Independent Executrix of the estate of Donald G. Manning, Deceased, by deed filed September 28, 1992 and recorded under Document Number 1992030949, B.C.O.P.R.;

Thence, North 87° 29' 18" East with the centerline of said County Road 57, same being north line of said called Five (5) acres, same being the north line of the herein described tract, same being the apparent common line of said Abstract Number 286 and said Abstract Number 517, a distance of 314.68 feet to a point for corner for the northeast corner of said called Five (5) acres tract, same being the most northerly northeast corner of the herein described tract;

Thence, South 02° 32' 20" East with the east line of said called Five (5) acres tract, and in part with an east interior line of said called 99.324 acres tract, common to the west line of a called 4.8791 acre tract conveyed to Mona Parks, et al by Mary Peter Cudd, Administratrix of the Estate of Robert Howard Parks, Jr., Deceased, by deed filed May 6, 2016 and recorded under Document Number 2016020895, B.C.O.P.R., same being an east interior line of the herein described tract, at 25.00 feet a 1/2 inch iron rod, found, in the south right of way line of said County Road 57, for the northwest corner of said called 4.8791 acre tract, in all a total distance of 1,338.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of said called 4.8791 acre tract, same being the east interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 27' 40" East with the south lines of said called 4.8791 acres tract, a called 10.000 acre tract conveyed to Chousan Chio, et ux by E.E. Arensberg, II, by deed executed March 28, 1980 and recorded under Volume 1504, Page 638 of the Deed Records of Brazoria County, Texas (B.C.O.R.), common to an east interior line of said called 99.324 acres tract, same being an east interior line of the herein described tract, at 331.72 feet a 5/8 inch iron rod, found, for the south common corner of said called 4.8791 acres tract and said called 10.000 acre tract, in all a total distance of 666.94 feet (call 666.98 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 10.000 acre tract, same being the east exterior corner of said called 99.324 acres tract and the herein described tract, said point lying in the west line of a called 2.501 acre tract, more or less, conveyed to Brazoria County Drainage District Number Five (Iowa Colony) by Joe C. Colvin, Trustee, by deed executed December 27, 1990 and recorded under Volume 863, Page 615, B.C.D.R.;

Thence, South 02° 49' 56" East with the west lines of said called 2.501 acre tract, a called 4.614 acres tract, known as Tract 87 of Colony West Section II, an unrecorded Subdivision, conveyed to Charles Allan Clark, et ux by A.G. Grouch by deed executed May 26, 1981 and recorded under Document Number 1981015495, B.C.O.P.R., a called 2.115 acres tract, known as Tract 88 of Colony West Section II, an unrecorded Subdivision, conveyed to Jayson E. Trembath by Jessica F. Trembath by deed executed October 2, 2012 and recorded under Document Number 2012049935, B.C.O.P.R., a called 3.903 acres, known as Tract 89 of Colony West Section II, an unrecorded Subdivision, conveyed to Jerry Alan Trembath, et ux by Reed Realty, Inc. by deed executed April 12, 1979 and recorded under Document Number 1979011684, B.C.O.R., same being the east line of said called 99.324 acres tract and the herein described tract, a distance of 1,295.65 feet (call 1,294.87 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 99.324 acres tract, same being the southeast corner of the herein described tract, and same being the northeast corner of a called 6.06 acres tract conveyed to Gulf Coast Water Authority by Chocolate Bayou Water Company by deed filed July 17, 2007 and recorded under Document Number 2007047929, B.C.O.P.R., further described in Volume 261, Page 461, B.C.D.R.;

Thence, South 87° 21' 35" West with the north line of said called 6.06 acres tract same being the south line of said called 99.324 acres tract and the herein described tract, at 2,584.02 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, in the west right of way line of County Road 48, called 80 feet wide, in all a total distance of 2,624.02 feet (call 2,623.52 feet) to a point for corner for the southwest corner of said called 99.324 acres tract, same being the southwest corner of the herein described tract, same being the southeast corner of a called 2.81 acre tract conveyed to Bessie L. Jennings by U.S. Bank National Association, as Trustee, et al by deed filed January 30, 2013 and recorded under Document Number 2013004848, B.C.O.P.R., said point lying in the centerline of said County Road 48;

Thence, North 02° 49' 53" West with the centerline of said County Road 48, same being the east lines of said called 2.81 acre tract, a called 2.83 acres tract, called Tract I and a called 1.18 acres tract, called Tract II conveyed to Marcia z. Jerez, et vir by deed filed June 27, 2005 and recorded under Document Number 2005036070, B.C.O.P.R., Final Plat of Meridiana Detention Reserves F & G, a Subdivision of record, filed April 30, 2020 and recorded under Document Number 2020021534 of the Map Record of Brazoria County, Texas (B.C.M.R.), a residue of a called 20.00 acres tract conveyed to GR-M1, LTD by Jimmy James Rushing, et al by deed filed June 5, 2006 and recorded under Document Number 2006032291, B.C.O.P.R., a called 6.088 acres tract, called Tract I, and a called 0.579 acre tract, called Tract II conveyed to Tracy Joe by Barbara Ann Joe by deed filed July 20, 2023 and recorded under Document Number 2023033896, B.C.O.P.R., a called 6.667 acres tract conveyed to Larry W. Sinclair, et ux by GMAC Mortgage Corporation of Iowa by deed executed March 30, 1990 and recorded under Document Number 1990009103, B.C.O.P.R., same being the west line of said called 99.324 acres tract and the herein described tract, a distance of 1,691.07 feet (call 1,690.56 feet) to a point for corner, for the southwest corner of Lot 3 of Mata Subdivision, a subdivision of record under Document Number 2011016393, B.C.M.R., same being the northwest exterior common corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 30' 16" East with the south line of said Lot 3 of Mata Subdivision, same being the northwesterly interior line of said called 99.324 acres tract and the herein described tract, at 40.00 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY"set in the west right of way line of said County Road 48, from this point a 5/8 inch iron rod with cap (Unreadable), found, bears North 16° East, 2.9 feet, in all a total distance of 659.26 feet (call 659.72 feet) to a 1/2 inch iron pipe, found, for the southeast corner of said Lot 3 of Mata Subdivision, said point lying in the west line of a called 5.9353 acre tract conveyed to Rosa Maria Flores by Gisela G. Manning, Trustee of the Gisela G. Manning Living Trust by deed filed April 29, 2013 and recorded under Document Number 2013019730, B.C.O.P.R.;

Thence, South 02° 49' 29" East with the west line of said called 5.9353 acre tract, and continuing with the northwesterly interior line of said 99.324 acres tract and the herein described tract, at 41.44 feet a 1/2 inch iron pipe, found on line, in all a total distance of 41.77 feet (call 41.67 feet) to a point for corner for the southeast corner of said called 5.9353 acre tract;

Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly interior line of said called 99.324 acres tract and the herein described tract, 660.05 feet (call 659.69 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 6.9856 acres tract, more or less, same being a northwesterly interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 02° 49' 38" West with the east line of said called 6.9856 acres tract, same being a northerly west interior line of said called 99.324 acres tract and the herein described tract, at 2.61 feet a 3/8 inch iron rod, found, at 4.52 feet a 5/8 inch iron rod, found, in all a total distance of 330.35 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of the aforementioned called 5.00 acres tract;

Thence, North 87° 29' 18" East with the south line of said called 5.00 acres tract, same being the north line of said called 99.324 acres tract ,same being a northerly interior line of the herein described tract, a distance of 329.87 feet to a 3/4 inch iron pipe, found, for the south common corner of said called 5.00 acres tract and the aforementioned called Five (5) acres tract;

Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of said the aforementioned County Road 57, in all a total distance of 660.11 feet to the POINT OF BEGINNING and containing 104.08 acres (4,533,702 square feet) of land.

NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE (HORIZONTAL) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998671397. All COORDINATES SHOWN HEREON ARE GRID.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF TEXAS.
3. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN PREPARED BY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. HOU-2025-00019-1 WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2025 AND ISSUED FEBRUARY 27, 2025 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. SEE SCHEDULE B NOTES BELOW.
4. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS ZONE AE (FOODWAY), ZONE AE, ZONE X (SHADED), AND ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 48039C0110K, EFFECTIVE DATE OF JUNE 5, 1989 AND REVISED DATE OF DECEMBER 30, 2020, FOR COMMUNITY NOS. 481071, IN BRAZORIA COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
6. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT SHOWN HEREON.
7. THE PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 48, & COUNTY ROAD 57, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.
8. THERE WAS NO OBSERVED PARKING SPACES ON THE PROPERTY..
9. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
10. CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY HAVE NOT BEEN PROVIDED TO THE SURVEYOR.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
12. THERE WAS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE WERE NO OBSERVED CEMETERIES, BURIAL GROUNDS, AND/OR GRAVES AFFECTING THE PROPERTY.
14. PORTIONS OF THE 104.08 ACRE TRACT, SHOWN HEREON, ARE WITHIN THE CITY OF IOWA COLONY LIMITS, SUBJECT TO IOWA COLONY ZONING ORDINANCE NO. 2006-15, PASSED NOVEMBER 20, 2006.

THE FOLOWING ITEMS WERE LISTED IN SCHEDULE "B" OF THE ABOVE REFERENCES TITLE COMMITMENT:

ITEM 10 (G.) EASEMENT AND RIGHT OF WAY, GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 564 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (H.) TERMS, CONDITIONS AND PROVISIONS OF THAT RIGHT OF WAY AGREEMENT GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1119, PAGE 739 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (I.) EASEMENT AND ASSIGNMENT, AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 1465, PAGE 207 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

ITEM 10 (J.) EASEMENT AND RIGHT OF WAY, GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 600, PAGE 809 AND AMENDED BY VOLUME (88) 605, PAGE 49 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (K.) SURFACE EASEMENT (VALVE), GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 605 PAGE 45 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (L.) TERMS, CONDITIONS AND PROVISIONS OF THAT MEMORANDUM OF GEOPHYSICAL OPTION AGREEMENT, RECORDED UNDER CLERK'S FILE NO. 98-045075 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

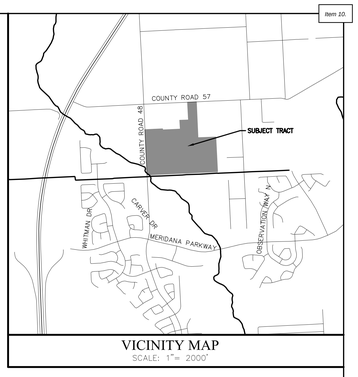
ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (N.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1707, PAGE 506 AND VOLUME 1710, PAGE 535 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECT SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (O.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1712, PAGE 901 AND VOLUME 1712, PAGE 903 , BOTH OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (P.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME (88) 557, PAGE 589 AND VOLUME (88) 557, PAGE 593 , BOTH OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (Q.) MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1422, PAGE 842 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)



VICINITY MAP
SCALE: 1" = 2000'

SURVEYOR'S CERTIFICATE:

To Colony Retreat LLC, KB Home Lone Star Inc, A Texas Corporation, Aqu Title, LLC as Agent for Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6 (a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed in March 2025.

04/11/2025

Date: 04/11/2025

STATE OF TEXAS
REGISTERED
JAMES N. CHILTON
7088
PROFESSIONAL
LAND SURVEYOR

ABBREVIATIONS:

B.C.D.R.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.M.R.	MAP RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT

IRONS

(S)	SET 5/8" IRON ROD WITH CAP "LJA SURVEY"
(CM)	CONTROLLING MONUMENT
BRS.	BEARS
I.R.	IRON ROD
I.P.	IRON PIPE

ALTA/NSPS LAND TITLE SURVEY OF 104.08 ACRES

IN THE H.T.&B.R.R. CO. SURVEY SECTION 55, A-286 BRAZORIA COUNTY, TEXAS

APRIL 2025 JOB NO. 1750-9000

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

J:\Survey\Projects\LJA9000\1750\9000.06 CAD\Working Files\Base Files\Iowa Colony 104.08 AC ALTA.dwg, 4/11/2025

Colony Retreat

Planned Unit Development

District

DRAFT

Prepared for:

Colony Retreat LLC

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

September 2026

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EXHIBITS

Exhibit A – Area Location Map
Exhibit B – Aerial Map
Exhibit C – Conceptual Development Plan
Exhibit D – Conceptual Amenities and Open Space Plan
Exhibit E – Street and Circulation System Exhibit
Exhibit F – Signage Location Exhibit

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I. INTRODUCTION

The Colony Retreat Planned Unit Development (PUD) has been prepared on behalf of Colony Retreat LLC pursuant to Appendix A, Article VII, Section 74 (Planned Unit Developments) of the Iowa Colony Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most innovative and efficient uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Colony Retreat PUD is located in the eastern portion of the Iowa Colony ETJ and is bounded on the north by Cedar Rapids Parkway, to the west by Iowa Colony Boulevard, to the south by the North Canal, and to the east by the Colony West Subdivision. Exhibit A, Area Location Map, illustrates the location of the PUD.

This PUD is approximately 104 acres and will be developed as a master planned community for primarily residential use, including neighborhood parks that will be dedicated to the HOA or MUD as part of any approved Development Agreement.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

The PUD is located in the eastern portion of Iowa Colony ETJ. A portion of the tract falls within Iowa Colony City Limits and the majority of the tract falls within the City's ETJ. The PUD property is primarily vacant land with a cluster of trees at the northeast portion of the property. Existing physical constraints affecting the development include the following:

- A 50' wide Tenn Gas Co. pipeline easement runs through the northern side of the tract in an east-west direction.
- A 30' wide Houston Pipeline Company pipeline easement runs through the northern side of the tract in an east-west direction parallel to the Tenn Gas Co. pipeline easement.

The existing site constraints are shown in Exhibit B, Aerial Map.

2. Surrounding Land Use

The land surrounding the PUD consists of vacant land, rural warehousing, and the single-family residential developments, Colony West, and Meridiana. A drainage channel owned by the Gulf Coast Water Authority is adjacent to the property along the southern boundary. The surrounding land uses can be seen on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Iowa Colony's Comprehensive plan, which was adopted in 2020, the Future Land Use Plan classifies the Colony Retreat PUD area as Medium Density Single Family Residential. The development complies with the Iowa Colony Comprehensive Plan by adhering to the vision elements and guiding principles outlined in the plan. The development consists of single-family residential lots with a minimum lot width of forty feet, a maximum lot width of sixty feet, and an average lot width of fifty feet. The development will provide a well-defined vehicular circulation system that provides connectivity to Cedar Rapids Parkway and Iowa Colony Boulevard.

2. Justification

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The intent of the PUD Overlay District is to encourage high quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, location, or land uses. This document establishes flexible development standards that use the minimum requirements as a basis for properties specifically located within the boundaries of the Colony Retreat PUD.

The PUD will meet or exceed the minimum requirements of the UDC through specific, architectural design and engineering standards such as:

- Providing a PUD document that can respond to today's market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating new alignments of pedestrian trails within the development. In addition to what is required, additional trails and pedestrian pathways will be provided throughout the development;
- Incorporation/revision of the roadway alignments based on the most updated version of the Thoroughfare Plan.

3. Single-Family Residential

The traditional single-family residential component that will be found throughout the PUD will be a collection of individual single-family residential sections that take their access from Cedar Rapids Parkway, Iowa Colony Boulevard, and an internal local street system that provides connections to the surrounding areas to the east and the south. The traditional single-family residential neighborhood will be developed with a mixture of lot sizes, including a range with a minimum of forty feet up to sixty feet, and the mixture of the lot width shall be permitted to respond to market conditions as long as any changes to the lot mix fall within the limitations of this PUD.

4. Projected Population

Based on the number of residential lots proposed for the development located in Section IV.4, Single-Family Residential Lot Distribution Table, the projected population for the overall development will be approximately 882 people. This approximation is calculated by multiplying the 304 lots shown in the table by 2.9 individuals per household.

5. Parks and Open Space

Exhibit D, Conceptual Amenities and Open Space Plan, shows a recreation center, parks, lakes, and various open space areas all connected via a pedestrian trail system. The proposed recreation center and neighborhood park will serve the master planned residential community and will contain a small pool, an active play area for children, an open pavilion, seating areas, and ball fields. The detention lake within the PUD will not only enhance the aesthetic quality of the development but feature trail connectivity and a community mail kiosk.

The pedestrian pathway system, which is illustrated in Exhibit D, will include five-foot (5') wide trails and a pedestrian connection to the future city park directly to the south of the project. The trails system will provide easy and safe pedestrian access to the various parks, lakes, and recreation center. Compliance with Iowa Colony's Comprehensive Plan for Parks and Open Space will be maintained throughout the development, completing the overall pedestrian network.

The lake within the PUD will be maintained at a constant water level while serving as a detention facility for the PUD. The lake will be utilized as trail corridors allowing close proximity to parks and the recreation center.

All land, which is dedicated to the Homeowners Association (HOA) or Municipal Utility District (MUD) for the purpose of fulfilling the parks requirement, will be developed with some form of either passive or active facilities.

IV. ZONING

1. Proposed Zoning

The property shall be developed and used in accordance with the development regulations as established by the Iowa Colony Unified Development Code, except as supplemented or modified by this PUD document.

The Colony Retreat PUD is partially within the Iowa Colony City Limits and is zoned Single Family Residential. The majority of the PUD is located in the City of Iowa Colony ETJ, but will be zoned as PUD Planned Unit Development upon annexation into the city limits. To implement the Conceptual Land Use Plan, Exhibit C, the base zoning district will remain single-family residential. The various land uses will follow the development requirements for the SFR zoning district as described in Appendix A, Zoning Ordinance in the UDC, unless otherwise noted. Notwithstanding the foregoing, no amendment to the UDC shall impact the PUD's vested rights as described in Chapter 245 of the Texas Local Government Code. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee.

Each land use category may be increased or decreased in acreage by up to ten percent (10%) of the total gross acreage of that land use category. The percentage of land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions and future modifications of roadway and drainage alignments. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

The development's single-family residential density shall not exceed 3 lots per acre, except as allowed per Section IV.4 of this document and as authorized by the City designee. The single-family residential density is calculated by dividing the total number of single-family residential lots by the gross acreage of this PUD.

Additionally, the development proposes 40-, 50-, and 60-foot single-family residential lots, as shown in the Single-Family Residential Lot Distribution Table in Section IV. 4. Although there are a variety of lot sizes, the development will maintain an average lot width of 50 feet. The average lot width is calculated as the weighted average of all lot widths in the development, as the example shown below using the project lot counts:

$$\frac{(40\ x\ 60) + (50 + 181) + (60\ x\ 63)}{304} = \pm 50.1\ feet$$

The land uses may be relocated within the boundaries of the PUD, provided there are no significant changes in geographic location as indicated in Article VII, Section 74, Planned Unit Developments in the UDC. The Composition of Land Use Table below provides a detailed tabulation of each land use within the development. All acreages shown below are subject to change as development occurs within the boundaries of the PUD and as allowed by this PUD.

2. Conversion of Specific Land Uses

a. In the event the developer elects to exercise using the pipeline corridor as a trail system to count as a parks dedication credit, the excess parks acreage shown on the conceptual land use plan may be converted to single-family residential uses.

3. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Roadways	SFR	±5.8	
Pipelines & Easements	SFR	±4.3	
Lakes/Detention	SFR	±15.4	
Lift Station	SFR	±0.1	
Subtotal		**±25.6**	**24.6%**
Community Land Uses			
Recreation Center & Parks	SFR	±6.5	
Landscape/Open Space	SFR	±4.0	
Subtotal		**±10.5**	**10.1%**
Residential Land Uses			
Single-Family Residential	See below	±67.9	
Subtotal		**±67.9**	**65.3%**
Totals		**±104.0**	**100.0%**

4. Single-Family Residential Lot Distribution Table

Lot Size	Zoning District	Number of Lots*	Allowable Percentage
40' x 110’ wide lots	SFR	60	19.7%
50' x 110’ wide lots	SFR	181	59.6%
60' x 110’ wide lots	SFR	63	20.7%
Gross Residential Total		**304**	**100.0%**

**The number of lots per lot product is subject to change as subdivision layouts are finalized.*

Refer to Section V.2, of this document for applicable standards for the single-family residential lot product. The total number of lots may increase by up to 15%. The lot size listed above in the Single-Family Residential Lot Distribution Table reflect minimum lot width as described in Section V.2.

While the Conceptual Development Plan (Exhibit C) indicates the lot layout for this area, these lot counts are subject to change. The lot counts for this PUD shall be subject to the allowable percentages in the Single-Family Residential Lot Distribution Table. The actual number of lots and the units per acre may vary as allowed by this PUD.

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V. DEVELOPMENT REGULATIONS

This PUD shall remain the governing document of the development. Consistent with provisions specified in Appendix A, Zoning Ordinance in the UDC, the future development of the subdivision will be governed by the development regulations for their assigned zoning district layout, design, and general conditions as approved in this document and exhibits. The PUD shall have vested rights as described in Chapter 245 of the Texas Local Government Code ("Chapter 245"), subject to the exemptions set forth therein. The term "Property" shall apply to all land contained within the PUD boundary. When there is a conflict between the requirements in the UDC (as may be amended) and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee. Additional roadways, roadway alignments, or land uses shall not be required of this development as a result of future changes to the City's comprehensive plan or UDC. Development fees (including without limitation capital recovery fees, parkland dedication fees, building permit fees, and tree mitigation fees) are not established in the UDC and therefore will be assessed at the rate in existence at the time that the relevant approval is sought for any development activity. All tracts located within the bounds of this PUD shall be platted, and detention ponds shall be platted and recorded with the corresponding section it serves.

1. Street and Circulation System

Exhibit E is a supplemental exhibit illustrating the proposed street and circulation system. The PUD Exhibits are conceptual and may be modified as the development progresses, provided the development complies with the regulations established by this PUD. Below are several additional regulations that apply to the street and circulation system within the PUD:

a. The Planned Unit Development has established certain street criteria that will apply to streets within this PUD in addition to the city's standards.
b. All subdivision sections containing more than thirty-five (35) residential lots shall have a minimum of two points of access. A divided or boulevard entry, or a roundabout, shall be considered two points of access. A divided or boulevard entry shall consist of two (2) 25-foot-wide travel lanes separated by a median and shall extend to the first intersecting street.
c. Neighborhood collector streets shall have a minimum right-of-way of 60 feet.
d. Residential (local) streets providing access to lots may have a right-of-way width of fifty (50) feet.
e. All street rights-of-way widths shall be not less than fifty (50) feet with a 10' utility easement on each side.
f. Paving width shall be 28' B-B for all residential streets.
g. Iowa Colony Boulevard and Cedar Rapids Parkway are proposed to be 120' feet. The Development Agreement shall regulate the development details of the ROW.
h. Each single-family lot shall have frontage on a local street, private street, or common area. When lots front a common area, vehicular access must be provided by a local street, private street, or alley.

2. Traditional Single-Family

All development standards for the proposed traditional single-family residential lots are subject to the development regulations below:

a. Minimum lot area: 4,800 square feet
b. Minimum lot width – 40' (measured at the front setback)
c. Minimum lot depth – 110'
d. Minimum front setback – 20'
e. Minimum side setback – 5'
f. Minimum street side setback (corner lot) – 10'
g. Minimum rear setback – 10'
h. Minimum porch setback – 15'
i. Minimum setback where garages face directly onto a street – 20'

j. Minimum setback for side-entry garages – 10’
k. Minimum pipeline setback – 50’
l. Maximum impervious building coverage – 60%
m. Maximum height of structures – 2 stories or 35’. May exceed 35’ if approved by the Fire Chief.

3. Tree Protection

The developer shall follow the City’s tree preservation guidelines, as stated in Article 1 of Iowa Colony’s UDC. The property consists primarily of agricultural fields with a few partially wooded areas. These wooded sections consist mainly of new-growth trees and brush and do not appear to contain mature shade trees or culturally significant vegetation that would warrant protection under the City’s tree preservation guidelines. However, a tree survey and mitigation plan shall be provided with the final plat to confirm.

4. Parks and Trails

a. Compliance with Parkland Dedication and Compensating Open Space Requirements

Identification of the required amount of neighborhood parkland is to be indicated in this document. Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area. The various parks will be developed as the adjacent residential sections are developed. The parks shown throughout the project will be developed in accordance with PUD ordinance requirements and may include various forms of passive and active amenities, such as a small pool, pavilion, seating areas, ball fields, kids’ play area, and trailhead connections. The open space and park locations shall be owned and maintained by the HOA. The regional park fee applicable to residential development within the project shall be subject to change, unless park fees for all lots are paid at the time of adoption of the PUD. Should regional park fees be paid in full, they shall be set at the current rate in effect at the time of adoption of this PUD, $1,147 per dwelling unit. This fee shall not be subject to future increases and shall remain in effect for the duration of the project unless a lower park fee is later adopted by the City and the developer elects to utilize such lower fee. These vested rates shall apply to all phases of the development.

Park dedication requirements in the City of Iowa Colony UDC for planned unit developments state that private neighborhood parkland dedicated in lieu of public parkland shall be 1 acre of parkland for every 54 proposed dwelling units. Based upon the estimated number of dwelling units, the development will be required to provide ±5.6 acres of parkland. The development is proposing 9.5 acres of private neighborhood parkland as shown in the Parkland Table below.

Additionally, with the proposed mixture in lot sizes, 400 square feet of compensating open space shall be required per 40’ lot and 150 square feet of compensating open space shall be required per 50’ lot. Based on the estimated number of dwelling units, the development shall provide approximately ±1.1 acre of compensating open space, and the compensating open space shall be shown at the preliminary platting stage. Compensating open space may be provided within existing pipeline easements, as long as it is clearly shown as a reserve on the plat.

The table below provides a tabulation of how the development will meet this requirement. If the dwelling units in the PUD are increased to where the neighborhood parkland provided is less than the minimum amount required per the City of Iowa Colony Zoning Ordinance, additional parkland will be provided to meet the requirement. A minimum of 4 percent of the total area shall be set aside for open spaces areas, which shall include pipeline and utility easements, drainage ways, and wet and

dry detention areas. The HOA or MUD will be responsible for maintaining all recreation centers, parks, landscaped areas, and open spaces within the PUD.

Colony Retreat Required Parkland	
Total Proposed Number of Lots	304
Private Neighborhood Parkland Requirement	1 acre per 54 dwelling units
Total Required Parkland Acres	5.6 acres
Provided Private Neighborhood Parkland	**9.5 acres**

Colony Retreat Private Neighborhood Parkland Overview		
Type of Private Neighborhood Park	**Owner**	**Provided Parkland Acreage**
Parks	HOA or MUD	2.8
Recreation Center	HOA or MUD	3.7
Detention Parks Credit	HOA or MUD	3.0
Total		**9.5**

b. Use of Detention Areas for Parks Credit

The development is eligible to receive up to a 50% credit for construction of improvements to new wet detention facilities. Improvements may include at least one fountain, benches, and/or walking trails, and other water-based recreational activities. Credit for detention ponds is limited to the top of bank if it includes trails.

c. Trails

The Conceptual Amenities and Open Space Plan (Exhibit D) features five-foot (5') wide trails providing pedestrian connectivity. If approved by the pipeline company, trails will be provided along the pipeline easements to enhance the linear parks. The trails along the pipeline easement shall contribute towards the required parkland dedication requirements. The construction of the trails shall take place prior to acceptance of the section that is being developed. Unless otherwise mentioned in this section, compliance with the Iowa Colony's sidewalk requirements will be maintained throughout the project, completing the overall pedestrian network. Five-foot (5') wide sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section. Minimum five-foot (5') sidewalks shall be provided along all streets with no upgrades required for existing sidewalks unless noted above.

VI. UTILITIES

The utilities provided within the Colony Retreat PUD shall be appropriately designed, sized, and constructed in conformance with either Iowa Colony's engineering design criteria in effect at the time of approval of this PUD or an approved Utility Agreement.

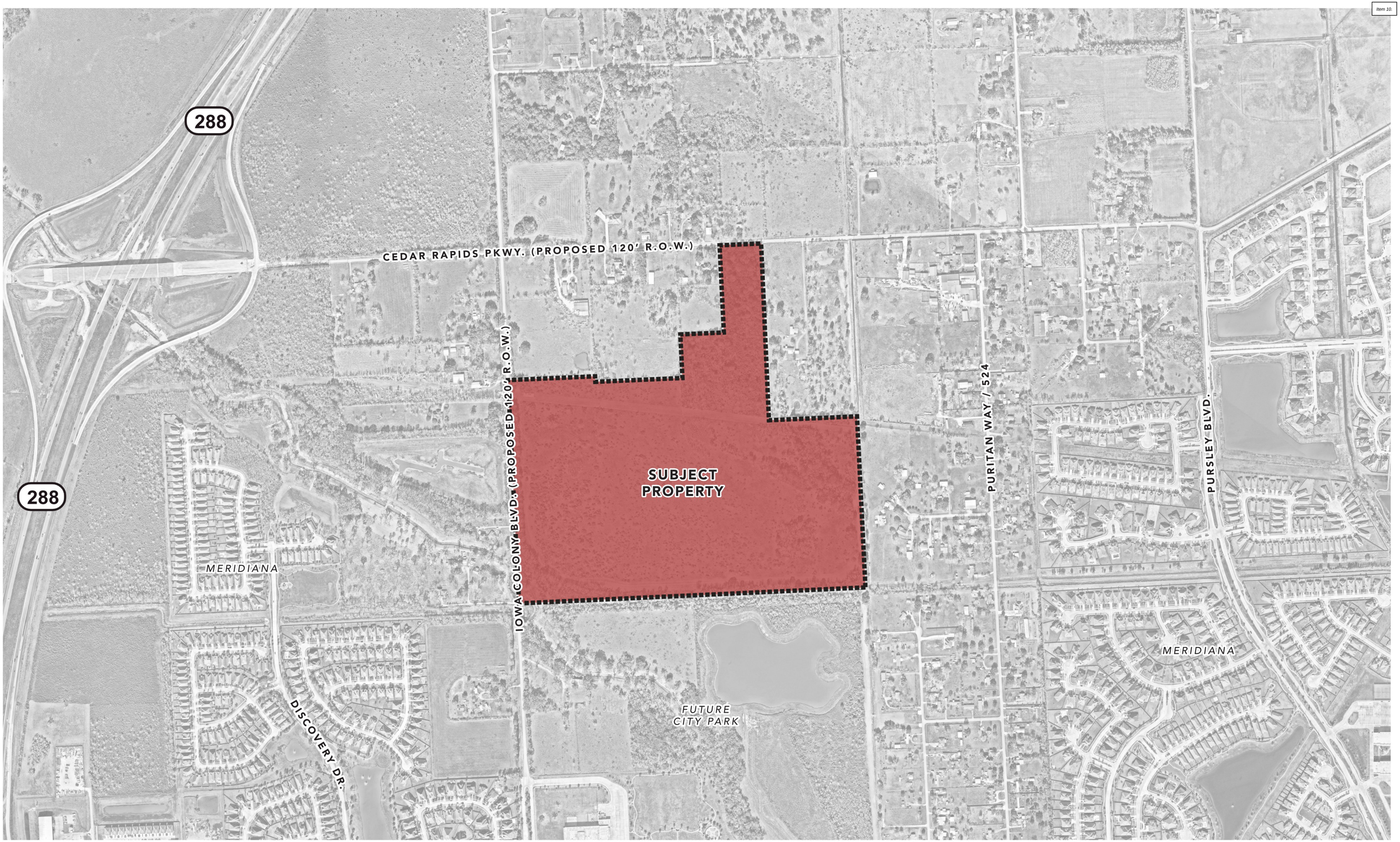
VII. VARIANCES

There are variances to the Iowa Colony development regulations anticipated by the Colony Retreat PUD. Any variances to Iowa Colony's Subdivision Ordinance not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 2, Zoning Regulations and Chapter 3, Site Development Design and Improvements, not known at this time due to the lack of specific designs or physical

characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. The street and circulation system shall be developed in accordance with Section V.1 – Street and Circulation System.
2. All single-family residential traditional lots shall be regulated by the standards set forth in Section V.2 – Traditional Single-Family.
3. Parks and trails shall be regulated by the standards as stated in Section V.5 – Parks & Trails.

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± 104.0 Ac. COLONY RETREAT - AREA LOCATION MAP

EXHIBIT A

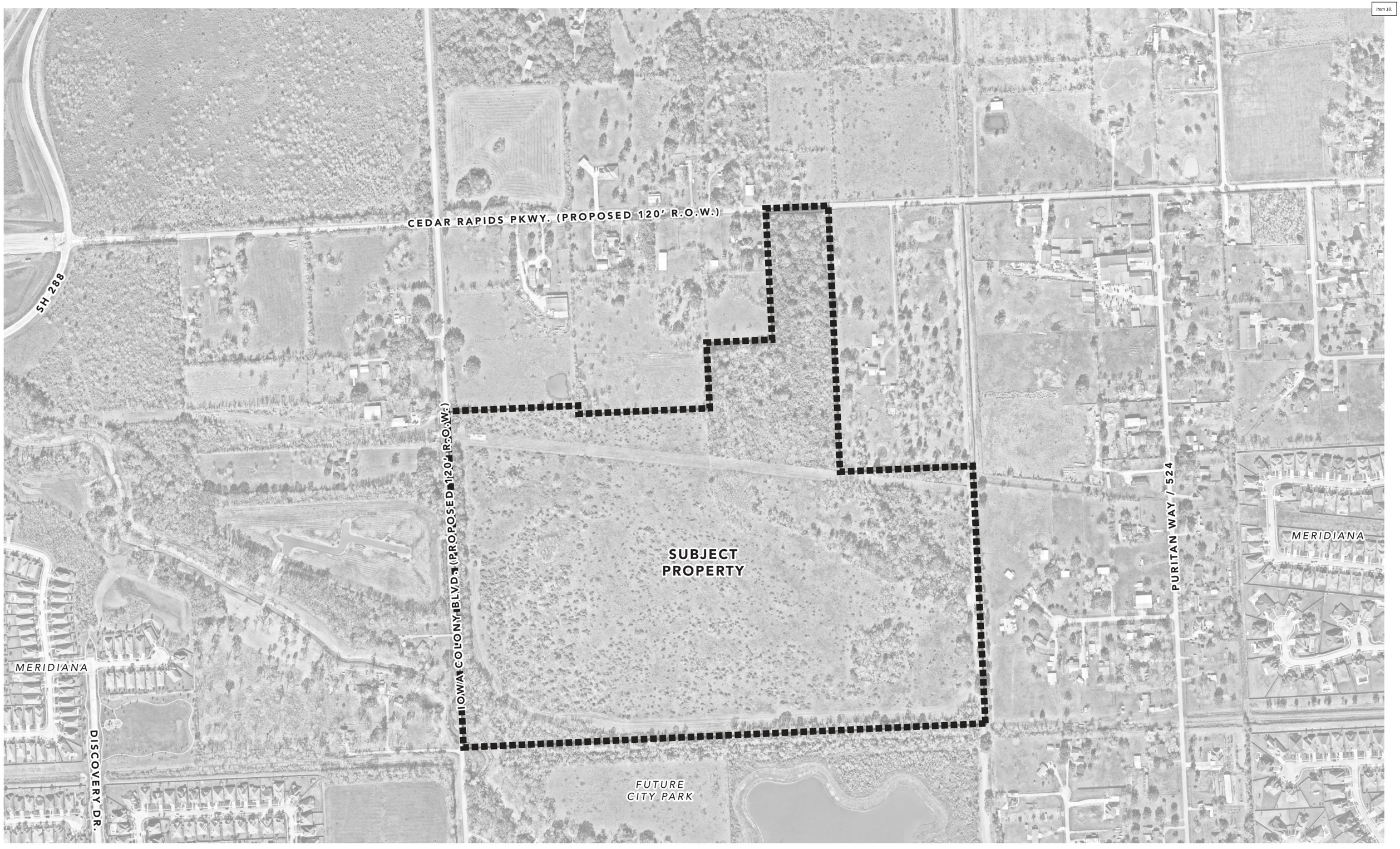
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\105 Ac. Iowa Colony tract\03-Concept Plan

N 0 150 300 600

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation purposes. Information shown is approximate and is based on best available data. Users should conduit their own investigations before determining any conclusions and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



± 104.0 Ac. COLONY RETREAT - PROJECT AERIAL MAP

EXHIBIT B

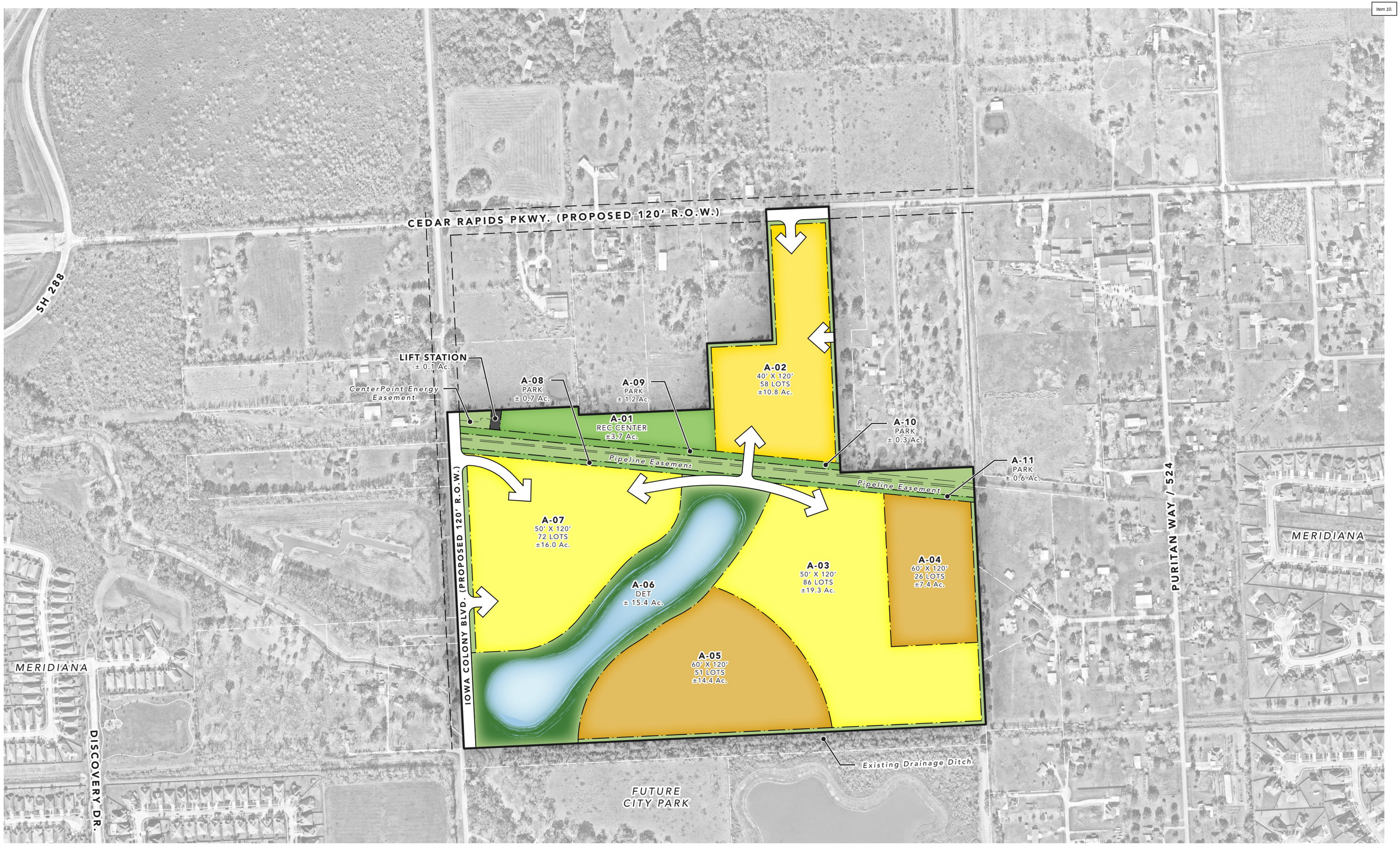
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\a 105 Ac. Iowa Colony tract\03-Concept Plan

0 100 200 400

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

N

0 100 200 400

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL AMENITIES AND OPEN SPACE PLAN

EXHIBIT D

0 100 200 400

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - STREET AND CIRCULATION SYSTEM

EXHIBIT E

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in discussion of the proposed development. Actual lot configurations, lot sizes, street alignments, utilities, easements, road alignments, drainage, flood plains, environmental issues, and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



± 104.0 Ac. COLONY RETREAT - CONCEPTUAL SIGNAGE LOCATION

EXHIBIT F

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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Colony Retreat

Planned Unit Development

District

DRAFT

Prepared for:

Colony Retreat LLC

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

September 2026

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EXHIBITS

Exhibit A – Area Location Map
Exhibit B – Aerial Map
Exhibit C – Conceptual Development Plan
Exhibit D – Conceptual Amenities and Open Space Plan
Exhibit E – Street and Circulation System Exhibit
Exhibit F – Signage Location Exhibit

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I. INTRODUCTION

The Colony Retreat Planned Unit Development (PUD) has been prepared on behalf of Colony Retreat LLC pursuant to Appendix A, Article VII, Section 74 (Planned Unit Developments) of the Iowa Colony Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most innovative and efficient uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Colony Retreat PUD is located in the eastern portion of the Iowa Colony ETJ and is bounded on the north by Cedar Rapids Parkway, to the west by Iowa Colony Boulevard, to the south by the North Canal, and to the east by the Colony West Subdivision. Exhibit A, Area Location Map, illustrates the location of the PUD.

This PUD is approximately 104 acres and will be developed as a master planned community for primarily residential use, including neighborhood parks that will be dedicated to the HOA or MUD as part of any approved Development Agreement.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

The PUD is located in the eastern portion of Iowa Colony ETJ. A portion of the tract falls within Iowa Colony City Limits and the majority of the tract falls within the City's ETJ. The PUD property is primarily vacant land with a cluster of trees at the northeast portion of the property. Existing physical constraints affecting the development include the following:

- A 50' wide Tenn Gas Co. pipeline easement runs through the northern side of the tract in an east-west direction.
- A 30' wide Houston Pipeline Company pipeline easement runs through the northern side of the tract in an east-west direction parallel to the Tenn Gas Co. pipeline easement.

The existing site constraints are shown in Exhibit B, Aerial Map.

2. Surrounding Land Use

The land surrounding the PUD consists of vacant land, rural warehousing, and the single-family residential developments, Colony West, and Meridiana. A drainage channel owned by the Gulf Coast Water Authority is adjacent to the property along the southern boundary. The surrounding land uses can be seen on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Iowa Colony's Comprehensive plan, which was adopted in 2020, the Future Land Use Plan classifies the Colony Retreat PUD area as Medium Density Single Family Residential. The development complies with the Iowa Colony Comprehensive Plan by adhering to the vision elements and guiding principles outlined in the plan. The development consists of single-family residential lots with a minimum lot width of forty feet, a maximum lot width of sixty feet, and an average lot width of fifty feet. The development will provide a well-defined vehicular circulation system that provides connectivity to Cedar Rapids Parkway and Iowa Colony Boulevard.

2. Justification

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The intent of the PUD Overlay District is to encourage high quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, location, or land uses. This document establishes flexible development standards that use the minimum requirements as a basis for properties specifically located within the boundaries of the Colony Retreat PUD.

The PUD will meet or exceed the minimum requirements of the UDC through specific, architectural design and engineering standards such as:

- Providing a PUD document that can respond to today's market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating new alignments of pedestrian trails within the development. In addition to what is required, additional trails and pedestrian pathways will be provided throughout the development;
- Incorporation/revision of the roadway alignments based on the most updated version of the Thoroughfare Plan.

3. Single-Family Residential

The traditional single-family residential component that will be found throughout the PUD will be a collection of individual single-family residential sections that take their access from Cedar Rapids Parkway, Iowa Colony Boulevard, and an internal local street system that provides connections to the surrounding areas to the east and the south. The traditional single-family residential neighborhood will be developed with a mixture of lot sizes, including a range with a minimum of forty feet up to sixty feet, and the mixture of the lot width shall be permitted to respond to market conditions as long as any changes to the lot mix fall within the limitations of this PUD.

4. Projected Population

Based on the number of residential lots proposed for the development located in Section IV.4, Single-Family Residential Lot Distribution Table, the projected population for the overall development will be approximately 882 people. This approximation is calculated by multiplying the 304 lots shown in the table by 2.9 individuals per household.

5. Parks and Open Space

Exhibit D, Conceptual Amenities and Open Space Plan, shows a recreation center, parks, lakes, and various open space areas all connected via a pedestrian trail system. The proposed recreation center and neighborhood park will serve the master planned residential community and will contain a small pool, an active play area for children, an open pavilion, seating areas, and ball fields. The detention lake within the PUD will not only enhance the aesthetic quality of the development but feature trail connectivity and a community mail kiosk.

The pedestrian pathway system, which is illustrated in Exhibit D, will include five-foot (5') wide trails and a pedestrian connection to the future city park directly to the south of the project. The trails system will provide easy and safe pedestrian access to the various parks, lakes, and recreation center. Compliance with Iowa Colony's Comprehensive Plan for Parks and Open Space will be maintained throughout the development, completing the overall pedestrian network.

The lake within the PUD will be maintained at a constant water level while serving as a detention facility for the PUD. The lake will be utilized as trail corridors allowing close proximity to parks and the recreation center.

All land, which is dedicated to the Homeowners Association (HOA) or Municipal Utility District (MUD) for the purpose of fulfilling the parks requirement, will be developed with some form of either passive or active facilities.

IV. ZONING

1. Proposed Zoning

The property shall be developed and used in accordance with the development regulations as established by the Iowa Colony Unified Development Code, except as supplemented or modified by this PUD document.

The Colony Retreat PUD is partially within the Iowa Colony City Limits and is zoned Single Family Residential. The majority of the PUD is located in the City of Iowa Colony ETJ, but will be zoned as PUD Planned Unit Development upon annexation into the city limits. To implement the Conceptual Land Use Plan, Exhibit C, the base zoning district will remain single-family residential. The various land uses will follow the development requirements for the SFR zoning district as described in Appendix A, Zoning Ordinance in the UDC, unless otherwise noted. Notwithstanding the foregoing, no amendment to the UDC shall impact the PUD's vested rights as described in Chapter 245 of the Texas Local Government Code. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee.

Each land use category may be increased or decreased in acreage by up to ten percent (10%) of the total gross acreage of that land use category. The percentage of land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions and future modifications of roadway and drainage alignments. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

The development's single-family residential density shall not exceed 3 lots per acre, except as allowed per Section IV.4 of this document and as authorized by the City designee. The single-family residential density is calculated by dividing the total number of single-family residential lots by the gross acreage of this PUD.

Additionally, the development proposes 40-, 50-, and 60-foot single-family residential lots, as shown in the Single-Family Residential Lot Distribution Table in Section IV. 4. Although there are a variety of lot sizes, the development will maintain an average lot width of 50 feet. The average lot width is calculated as the weighted average of all lot widths in the development, as the example shown below using the project lot counts:

$$\frac{(40\ x\ 60) + (50 + 181) + (60\ x\ 63)}{304} = \pm 50.1\ feet$$

The land uses may be relocated within the boundaries of the PUD, provided there are no significant changes in geographic location as indicated in Article VII, Section 74, Planned Unit Developments in the UDC. The Composition of Land Use Table below provides a detailed tabulation of each land use within the development. All acreages shown below are subject to change as development occurs within the boundaries of the PUD and as allowed by this PUD.

2. Conversion of Specific Land Uses

a. In the event the developer elects to exercise using the pipeline corridor as a trail system to count as a parks dedication credit, the excess parks acreage shown on the conceptual land use plan may be converted to single-family residential uses.

3. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Roadways	SFR	±5.8	
Pipelines & Easements	SFR	±4.3	
Lakes/Detention	SFR	±15.4	
Lift Station	SFR	±0.1	
Subtotal		**±25.6**	**24.6%**
Community Land Uses			
Recreation Center & Parks	SFR	±6.5	
Landscape/Open Space	SFR	±4.0	
Subtotal		**±10.5**	**10.1%**
Residential Land Uses			
Single-Family Residential	See below	±67.9	
Subtotal		**±67.9**	**65.3%**
Totals		**±104.0**	**100.0%**

4. Single-Family Residential Lot Distribution Table

Lot Size	Zoning District	Number of Lots*	Allowable Percentage
40' x 110’ wide lots	SFR	60	19.7%
50' x 110’ wide lots	SFR	181	59.6%
60' x 110’ wide lots	SFR	63	20.7%
Gross Residential Total		**304**	**100.0%**

**The number of lots per lot product is subject to change as subdivision layouts are finalized.*

Refer to Section V.2, of this document for applicable standards for the single-family residential lot product. The total number of lots may increase by up to 15%. The lot size listed above in the Single-Family Residential Lot Distribution Table reflect minimum lot width as described in Section V.2.

While the Conceptual Development Plan (Exhibit C) indicates the lot layout for this area, these lot counts are subject to change. The lot counts for this PUD shall be subject to the allowable percentages in the Single-Family Residential Lot Distribution Table. The actual number of lots and the units per acre may vary as allowed by this PUD.

DRAFT

V. DEVELOPMENT REGULATIONS

This PUD shall remain the governing document of the development. Consistent with provisions specified in Appendix A, Zoning Ordinance in the UDC, the future development of the subdivision will be governed by the development regulations for their assigned zoning district layout, design, and general conditions as approved in this document and exhibits. The PUD shall have vested rights as described in Chapter 245 of the Texas Local Government Code ("Chapter 245"), subject to the exemptions set forth therein. The term "Property" shall apply to all land contained within the PUD boundary. When there is a conflict between the requirements in the UDC (as may be amended) and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee. Additional roadways, roadway alignments, or land uses shall not be required of this development as a result of future changes to the City's comprehensive plan or UDC. Development fees (including without limitation capital recovery fees, parkland dedication fees, building permit fees, and tree mitigation fees) are not established in the UDC and therefore will be assessed at the rate in existence at the time that the relevant approval is sought for any development activity. All tracts located within the bounds of this PUD shall be platted, and detention ponds shall be platted and recorded with the corresponding section it serves.

1. Street and Circulation System

Exhibit E is a supplemental exhibit illustrating the proposed street and circulation system. The PUD Exhibits are conceptual and may be modified as the development progresses, provided the development complies with the regulations established by this PUD. Below are several additional regulations that apply to the street and circulation system within the PUD:

a. The Planned Unit Development has established certain street criteria that will apply to streets within this PUD in addition to the city's standards.
b. All subdivision sections containing more than thirty-five (35) residential lots shall have a minimum of two points of access. A divided or boulevard entry, or a roundabout, shall be considered two points of access. A divided or boulevard entry shall consist of two (2) 25-foot-wide travel lanes separated by a median and shall extend to the first intersecting street.
c. Neighborhood collector streets shall have a minimum right-of-way of 60 feet.
d. Residential (local) streets providing access to lots may have a right-of-way width of fifty (50) feet.
e. All street rights-of-way widths shall be not less than fifty (50) feet with a 10' utility easement on each side.
f. Paving width shall be 28' B-B for all residential streets.
g. Iowa Colony Boulevard and Cedar Rapids Parkway are proposed to be 120' feet. The Development Agreement shall regulate the development details of the ROW.
h. Each single-family lot shall have frontage on a local street, private street, or common area. When lots front a common area, vehicular access must be provided by a local street, private street, or alley.

2. Traditional Single-Family

All development standards for the proposed traditional single-family residential lots are subject to the development regulations below:

a. Minimum lot area: 4,800 square feet
b. Minimum lot width – 40' (measured at the front setback)
c. Minimum lot depth – 110'
d. Minimum front setback – 20'
e. Minimum side setback – 5'
f. Minimum street side setback (corner lot) – 10'
g. Minimum rear setback – 10'
h. Minimum porch setback – 15'
i. Minimum setback where garages face directly onto a street – 20'

j. Minimum setback for side-entry garages – 10’
k. Minimum pipeline setback – 50’
l. Maximum impervious building coverage – 60%
m. Maximum height of structures – 2 stories or 35’. May exceed 35’ if approved by the Fire Chief.

3. Tree Protection

The developer shall follow the City’s tree preservation guidelines, as stated in Article 1 of Iowa Colony’s UDC. The property consists primarily of agricultural fields with a few partially wooded areas. These wooded sections consist mainly of new-growth trees and brush and do not appear to contain mature shade trees or culturally significant vegetation that would warrant protection under the City’s tree preservation guidelines. However, a tree survey and mitigation plan shall be provided with the final plat to confirm.

4. Parks and Trails

a. Compliance with Parkland Dedication and Compensating Open Space Requirements

Identification of the required amount of neighborhood parkland is to be indicated in this document. Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area. The various parks will be developed as the adjacent residential sections are developed. The parks shown throughout the project will be developed in accordance with PUD ordinance requirements and may include various forms of passive and active amenities, such as a small pool, pavilion, seating areas, ball fields, kids’ play area, and trailhead connections. The open space and park locations shall be owned and maintained by the HOA. The regional park fee applicable to residential development within the project shall be subject to change, unless park fees for all lots are paid at the time of adoption of the PUD. Should regional park fees be paid in full, they shall be set at the current rate in effect at the time of adoption of this PUD, $1,147 per dwelling unit. This fee shall not be subject to future increases and shall remain in effect for the duration of the project unless a lower park fee is later adopted by the City and the developer elects to utilize such lower fee. These vested rates shall apply to all phases of the development.

Park dedication requirements in the City of Iowa Colony UDC for planned unit developments state that private neighborhood parkland dedicated in lieu of public parkland shall be 1 acre of parkland for every 54 proposed dwelling units. Based upon the estimated number of dwelling units, the development will be required to provide ±5.6 acres of parkland. The development is proposing 9.5 acres of private neighborhood parkland as shown in the Parkland Table below.

Additionally, with the proposed mixture in lot sizes, 400 square feet of compensating open space shall be required per 40’ lot and 150 square feet of compensating open space shall be required per 50’ lot. Based on the estimated number of dwelling units, the development shall provide approximately ±1.1 acre of compensating open space, and the compensating open space shall be shown at the preliminary platting stage. Compensating open space may be provided within existing pipeline easements, as long as it is clearly shown as a reserve on the plat.

The table below provides a tabulation of how the development will meet this requirement. If the dwelling units in the PUD are increased to where the neighborhood parkland provided is less than the minimum amount required per the City of Iowa Colony Zoning Ordinance, additional parkland will be provided to meet the requirement. A minimum of 4 percent of the total area shall be set aside for open spaces areas, which shall include pipeline and utility easements, drainage ways, and wet and

dry detention areas. The HOA or MUD will be responsible for maintaining all recreation centers, parks, landscaped areas, and open spaces within the PUD.

Colony Retreat Required Parkland	
Total Proposed Number of Lots	304
Private Neighborhood Parkland Requirement	1 acre per 54 dwelling units
Total Required Parkland Acres	5.6 acres
Provided Private Neighborhood Parkland	**9.5 acres**

Colony Retreat Private Neighborhood Parkland Overview		
Type of Private Neighborhood Park	**Owner**	**Provided Parkland Acreage**
Parks	HOA or MUD	2.8
Recreation Center	HOA or MUD	3.7
Detention Parks Credit	HOA or MUD	3.0
Total		**9.5**

b. Use of Detention Areas for Parks Credit

The development is eligible to receive up to a 50% credit for construction of improvements to new wet detention facilities. Improvements may include at least one fountain, benches, and/or walking trails, and other water-based recreational activities. Credit for detention ponds is limited to the top of bank if it includes trails.

c. Trails

The Conceptual Amenities and Open Space Plan (Exhibit D) features five-foot (5') wide trails providing pedestrian connectivity. If approved by the pipeline company, trails will be provided along the pipeline easements to enhance the linear parks. The trails along the pipeline easement shall contribute towards the required parkland dedication requirements. The construction of the trails shall take place prior to acceptance of the section that is being developed. Unless otherwise mentioned in this section, compliance with the Iowa Colony's sidewalk requirements will be maintained throughout the project, completing the overall pedestrian network. Five-foot (5') wide sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section. Minimum five-foot (5') sidewalks shall be provided along all streets with no upgrades required for existing sidewalks unless noted above.

VI. UTILITIES

The utilities provided within the Colony Retreat PUD shall be appropriately designed, sized, and constructed in conformance with either Iowa Colony's engineering design criteria in effect at the time of approval of this PUD or an approved Utility Agreement.

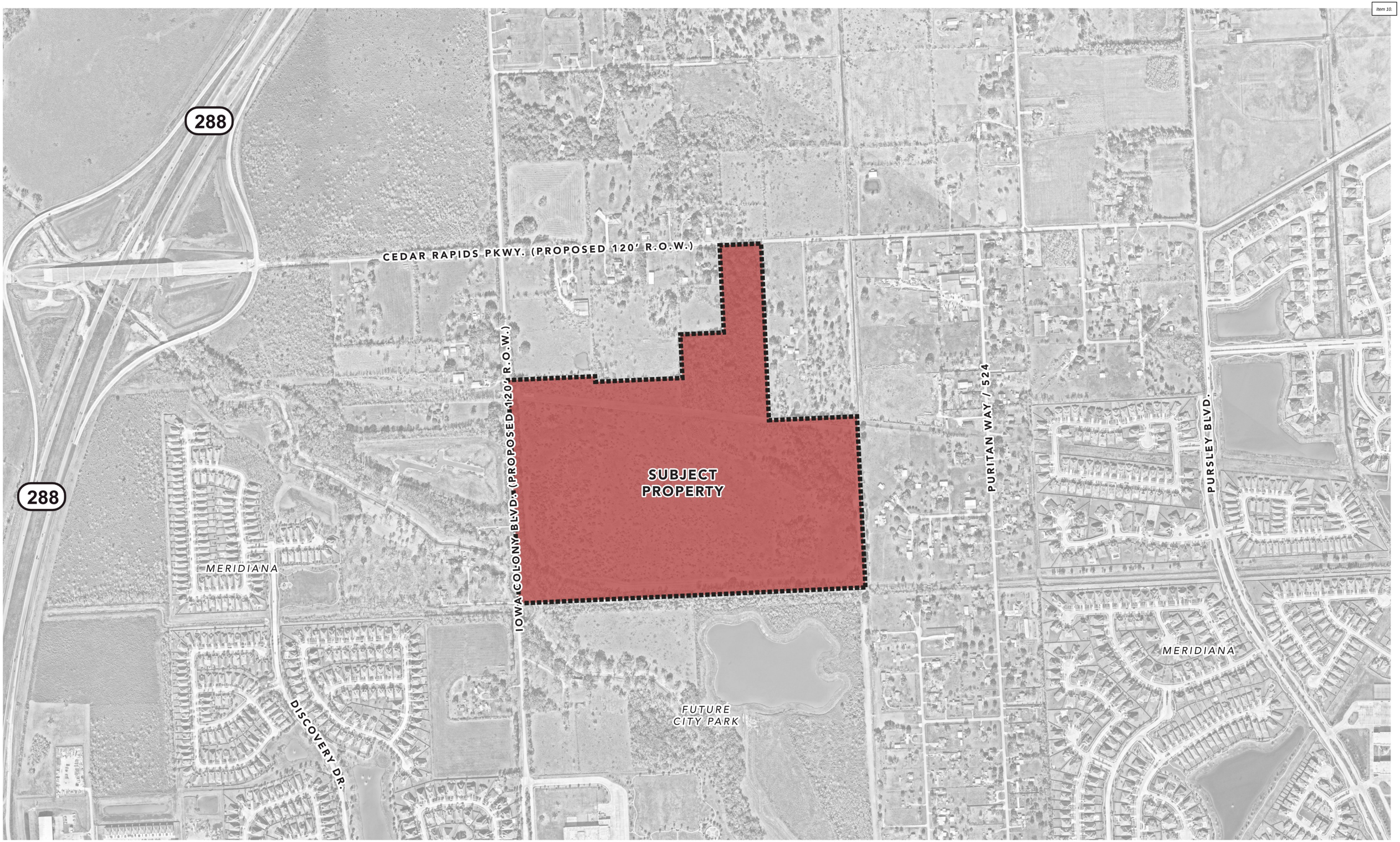
VII. VARIANCES

There are variances to the Iowa Colony development regulations anticipated by the Colony Retreat PUD. Any variances to Iowa Colony's Subdivision Ordinance not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 2, Zoning Regulations and Chapter 3, Site Development Design and Improvements, not known at this time due to the lack of specific designs or physical

characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. The street and circulation system shall be developed in accordance with Section V.1 – Street and Circulation System.
2. All single-family residential traditional lots shall be regulated by the standards set forth in Section V.2 – Traditional Single-Family.
3. Parks and trails shall be regulated by the standards as stated in Section V.5 – Parks & Trails.

DRAFT



± 104.0 Ac. COLONY RETREAT - AREA LOCATION MAP

EXHIBIT A

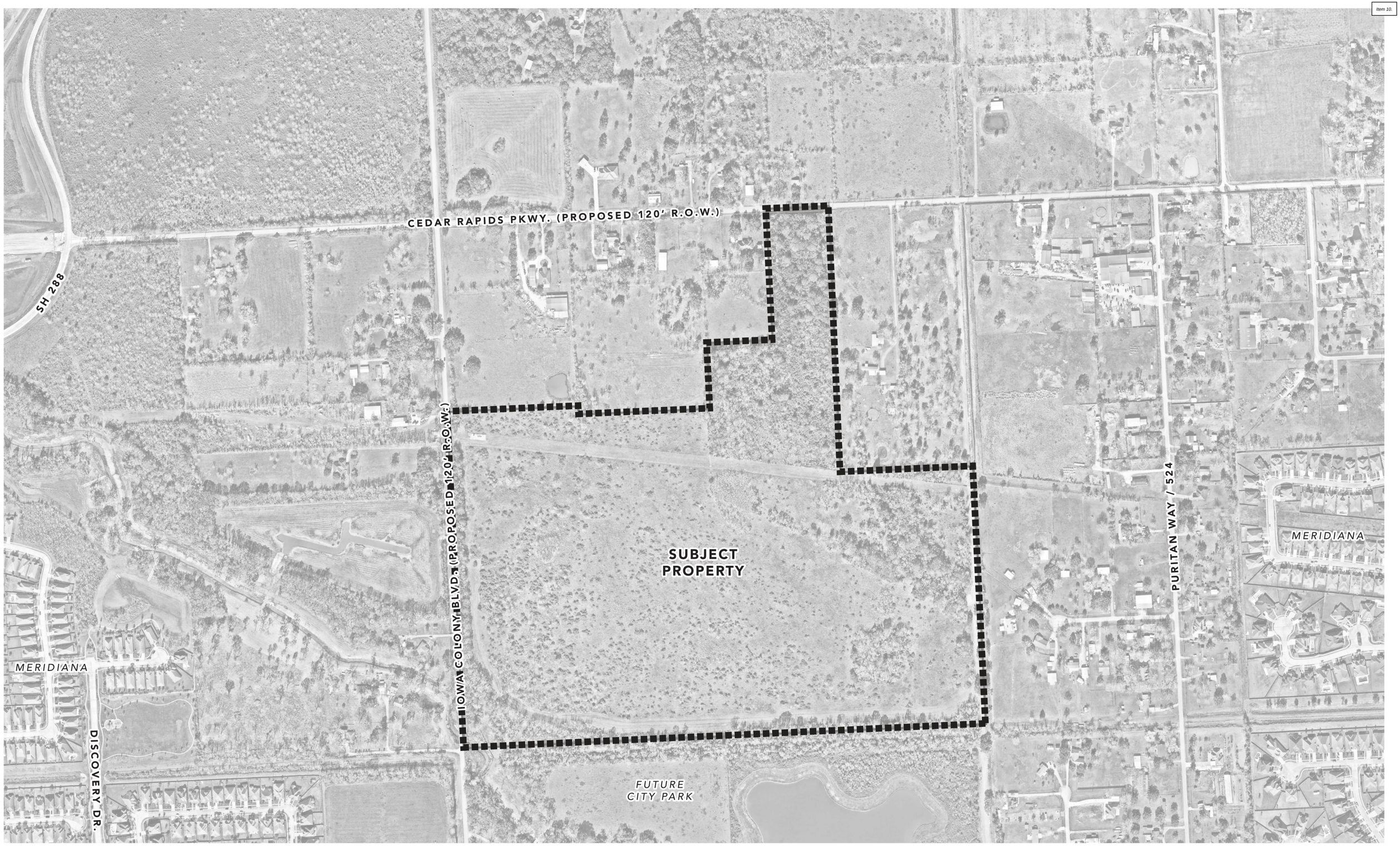
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

N 0 150 300 600

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± 104.0 Ac. COLONY RETREAT - PROJECT AERIAL MAP

EXHIBIT B

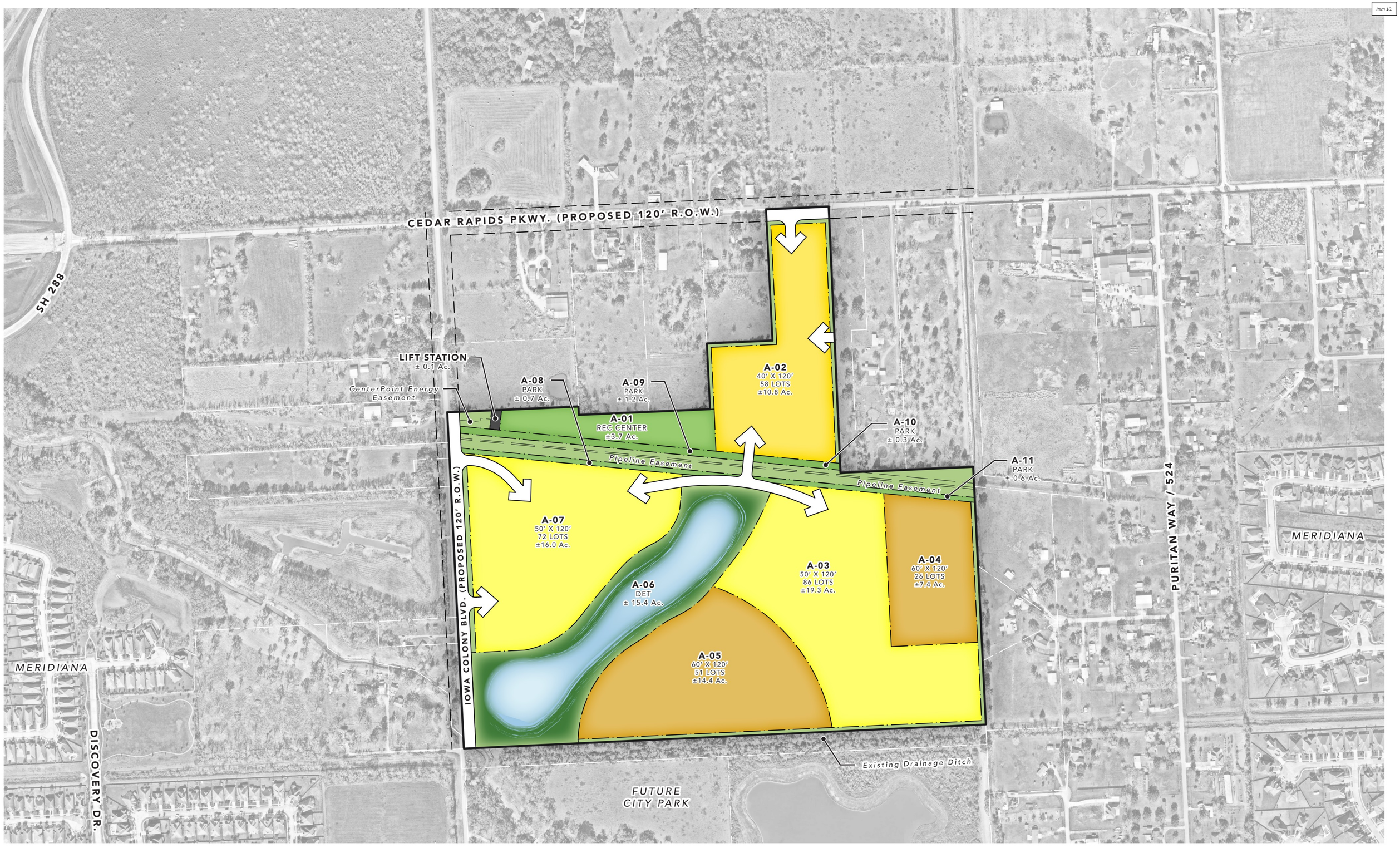
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\a105 Ac. Iowa Colony tract\03-Concept Plan

0 100 200 400

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL AMENITIES AND OPEN SPACE PLAN

EXHIBIT D

0 100 200 400

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - STREET AND CIRCULATION SYSTEM

EXHIBIT E

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL SIGNAGE LOCATION

EXHIBIT F

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: **October 28, 2026**

To: **Planning and Zoning Members**

City Council Members

From: **Dinh V. Ho, P.E.**

RE: **104 Ac Colony Retreat Planned Unit Development (PUD)**

Staff's Summary and Recommendations

CC: **Mayor Wil Kennedy, Natasha Brooks Anderson, Kayleen Rosser**

LJA, on behalf of Colony Retreat LLC, submitted the Colony Retreat Planned Unit Development (PUD), Exhibit B to the Development Agreement (September 2026). The tract is comprised of +/-104 acres of land, located at the southeast corner of Cedar Rapids Parkway and Iowa Colony Boulevard. A portion of the property is located within the City of Iowa Colony city limits and the majority is located within the Iowa Colony ETJ. The property is planned to be developed as a master planned community consisting of single family residential. Below is a summary of the proposed Colony Retreat PUD and Staff's recommendations.

Summary:

1. Total acreage: +/-104 acres. The tract is bounded by Cedar Rapids Parkway to the north, Iowa Colony Blvd. to the west, the GCWA North Canal to the south and the Colony West Subdivision to the east.
2. The portion within the city limits is zoned Single Family Residential (SFR). The ETJ portion will be zoned PUD upon annexation into the City of Iowa Colony city limits, with SFR as the base zoning district.
3. Existing site constraints: 50' Tenn Gas Co. and 30' Houston Pipeline Co. pipeline easements running east-west across the northern portion of the tract.
4. Land plan summary:
    a. Single Family Residential: +/-67.9 acres
        i. Lot sizes: 40' x 110', 50' x 110' and 60' x 110', min 4,800 SF
        ii. Proposed 304 lots (60 – 40' lots, 181 – 50' lots, 63 – 60' lots) with a 15% variance (approximately 350 lots).
        iii. Density: 2.92 lots/acre (max 3.0 lots/acre). Average lot width +/-50.1 feet.
    b. Recreation Center, Parks and Open Space: +/-10.5 acres
    c. Lakes/Detention: +/-15.4 acres
    d. Roadways +/-5.8 acres; Pipelines & Easements +/-4.3 acres; Lift Station +/-0.1 acres
    e. Each land use category may be increased or decreased in acreage by up to 10%.
5. Major Roadway Improvements:

   a. Iowa Colony Blvd. (proposed 120' ROW)
   b. Cedar Rapids Parkway (proposed 120' ROW)
   c. Internal streets: 50' local ROW, 60' neighborhood collector ROW, 28' B-B paving. Sections with more than 35 lots require two points of access (divided/boulevard entry or roundabout).
6. Development Standards (Traditional Single-Family):
   a. Minimum lot area 4,800 SF; minimum lot width 40'; minimum lot depth 110'
   b. Setbacks: 20' front, 5' side, 10' street side, 10' rear, 15' porch, 20' front-entry garage, 10' side-entry garage, 50' pipeline
   c. Maximum building coverage 60%; maximum height 2 stories or 35'
7. Parks & Open Space Plan:
   a. Parks: +/-2.8 acres
   b. Rec Center: +/-3.7 acres
   c. Detention Parks Credit: +/-3.0 acres
   d. Total private neighborhood parkland of 9.5 acres provided vs. 5.6 acres required (1 acre per 54 dwelling units).
   e. Compensating open space: +/-1.1 acres, to be confirmed at preliminary plat.
   f. Proposed amenities may include small pool, pavilion, seating areas, ball fields, kids' play area and trailhead connections.
   g. Five-foot (5') trails and five-foot (5') sidewalks along all streets, with a pedestrian connection to the future city park to the south.
   h. Regional park fee of $1,147 per dwelling unit, vested only if fees for all lots are paid at the time of PUD adoption.
8. Utilities: designed and constructed per the City's engineering design criteria or an approved Utility Agreement.
9. Signage: PUD signage standards were removed; signage will comply with the UDC.

Staff Recommendations:
Based on staff review, the proposed development is consistent with the Comprehensive Plan Future Land Use designation of Medium Density Single Family Residential and with nearby single-family residential development.

If the Commission approves the development, staff recommends the following conditions to be included:

1) *Drainage Buffer:*
   a. *Provide a minimum 20-foot drainage buffer between the existing residences and the new single-family lots along the northern boundary and along the eastern boundary adjacent to the Colony West Subdivision.*
   b. *The buffer shall be platted as a reserve and owned and maintained by the HOA or MUD.*
   c. *Include a swale or other drainage facility, sized per City drainage criteria, to intercept runoff so that post-development flow onto adjacent properties does not exceed existing conditions based on 100-year storm event.*
   d. *Show the buffer on the revised Conceptual Development Plan (Exhibit C) and on each preliminary plat abutting the northern or eastern boundary.*

2) *Masonry Fence:*
    a. *Construct a masonry screening fence along the northern boundary adjacent to the existing residences, minimum 6 feet tall. This is in addition to requirements for Masonry screening fence along Cedar Rapids Parkway and Iowa Colony Blvd. per the UDC.*
    b. *Construct with the first adjacent section, prior to acceptance of that section. Fence to be owned and maintained by the HOA.*
    c. *Add the fence to the PUD as a development regulation and show its location on Exhibits C and D.*

3) *Inclusive Playground:*
    a. *Provide an inclusive, all-abilities playground in the neighborhood park area meeting the 2010 ADA Standards for Accessible Design, with unitary accessible surfacing, accessible routes to adjoining sidewalks and trails, and ground-level and transfer-accessible play components.*
    b. *Construct with the park, prior to acceptance of the section it serves.*

4) *Amenity Details:*
    a. *Amend Section V.4 (Parks and Trails) and Exhibit D to list the specific amenities for each park area, with a phasing schedule tied to residential sections:*
        i. *Recreation center: pool size, pavilion, restrooms and parking.*
        ii. *Neighborhood parks: inclusive playground, ball fields, shade structures and seating.*
        iii. *Detention lake: trail length, fountain, benches, lighting and mail kiosk.*
        iv. *Trails: length, width and surface material.*

5) *Regional Cluster Mailbox:*
    a. *Dedicate a reserve for a regional cluster mailbox unit to serve nearby existing residents as well as the residents within the PUD.*
    b. *Provide access from a public street with a safe vehicle pull-off and an accessible route, at a location approved by the City and USPS, and show on Exhibits C and D.*

6) *Traffic Signalization:*
    a. *The Developer shall participate in the cost of traffic signal improvements at the intersection of Iowa Colony Blvd. and Cedar Rapids Parkway.*
    b. *The Developer's pro rata share shall be based on a City-approved TIA, with the amount and timing of payment or escrow per the Development Agreement.*

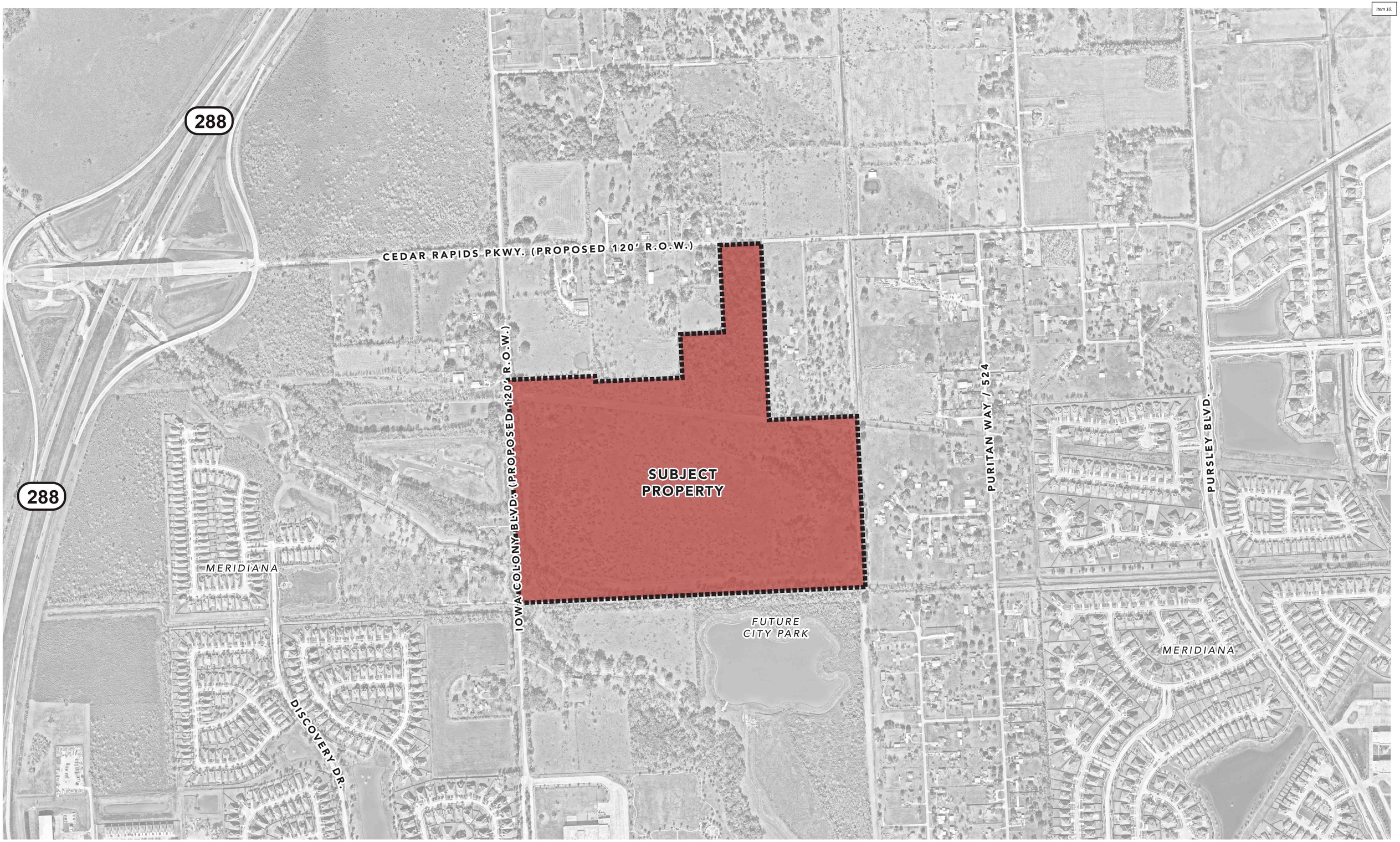
7) *Masonry Requirements:*
    a. *All homes, one-story and two-story, shall have brick/masonry on three sides of the first floor (front and both sides).*
    b. *The second story of two-story homes shall be a minimum of 40% masonry.*
    c. *Masonry shall mean clay brick, natural or manufactured stone, or cast stone; fiber cement siding and EIFS do not count. Add these standards to Section V.2 (Traditional Single-Family).*

8) Minimum Lot Width:

- *a. All single-family lots shall have a minimum lot width of 50 feet. The 40-foot lot product shall be removed.*
- *b. Revise Section V.2 to a 50-foot minimum lot width and a 5,500 SF minimum lot area (50' x 110').*
- *c. Revise the Lot Distribution Table, average lot width calculation, density, projected population, parkland and compensating open space calculations, and Exhibit C to match the revised lot mix.*

9) Development Agreement:

- *a. Roadway improvements subject to the Development Agreement, including thoroughfare ROW dedication and cost responsibility for Iowa Colony Blvd. and Cedar Rapids Parkway. Include phasing plan.*
- *b. Any additional requirements with approved TIA.*



± 104.0 Ac. COLONY RETREAT - AREA LOCATION MAP

EXHIBIT A

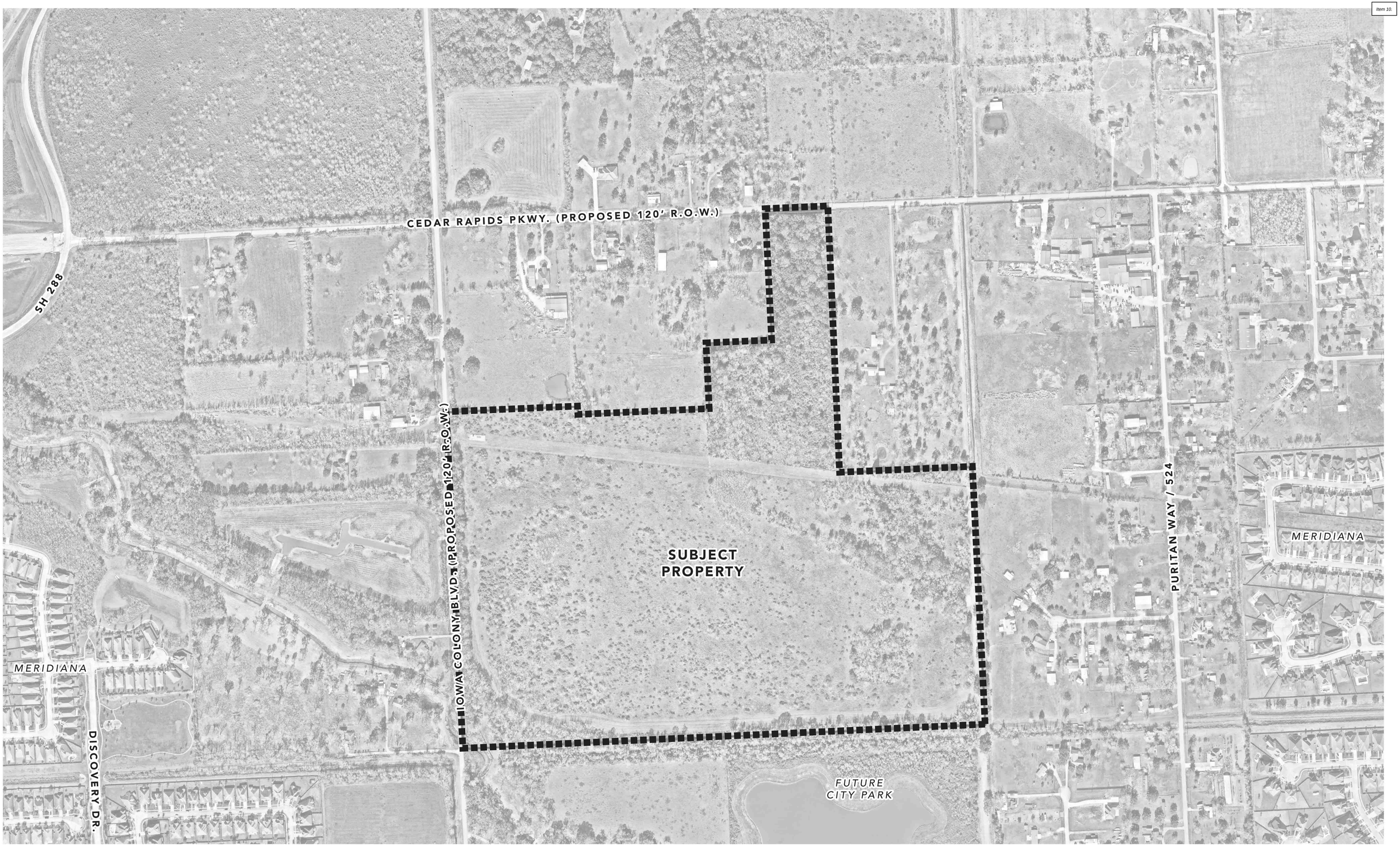
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

P:\01 Planning\7463-3101\02-City and Zoning\PUD Exhibits

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± 104.0 Ac. COLONY RETREAT - PROJECT AERIAL MAP

EXHIBIT B

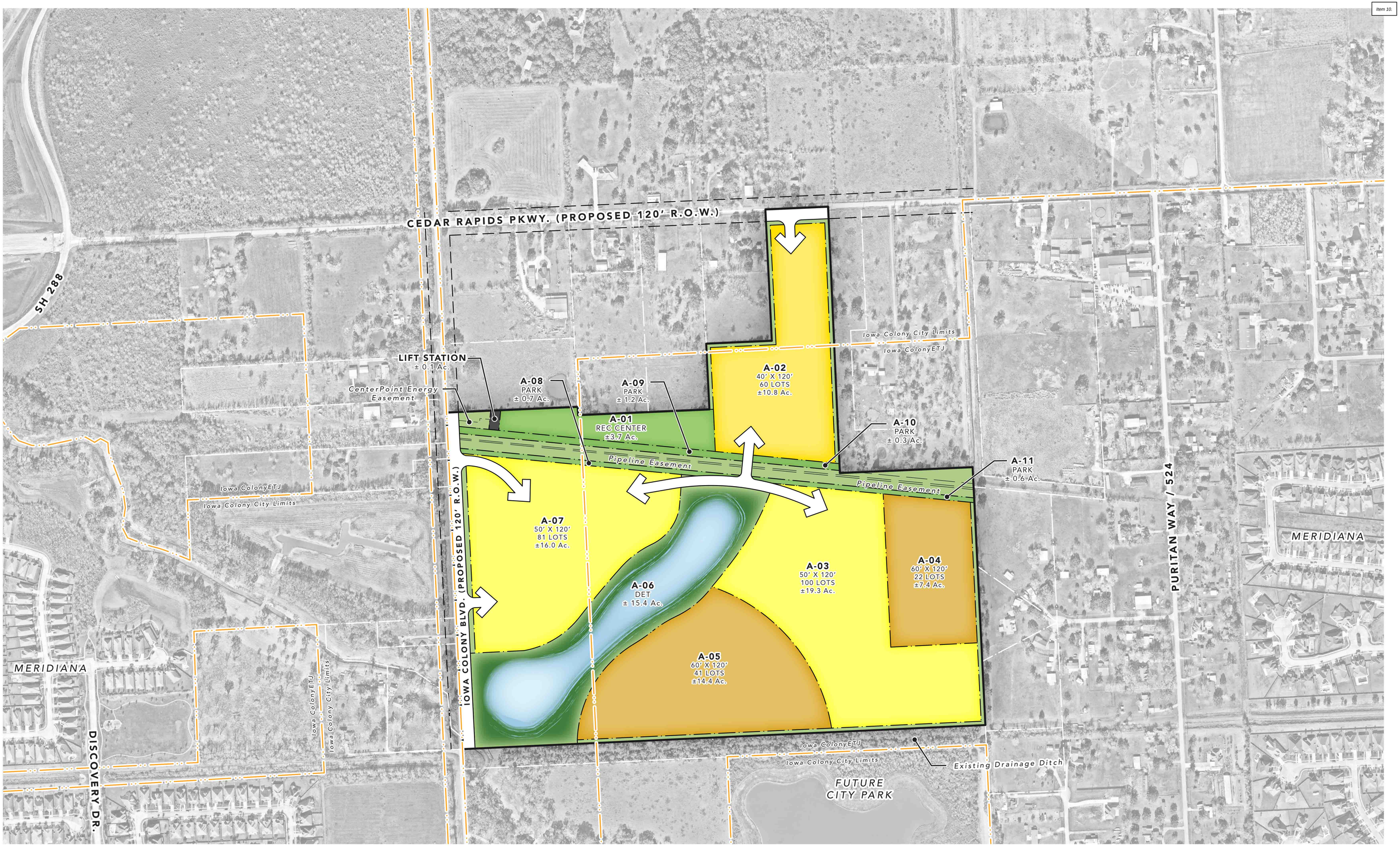
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C

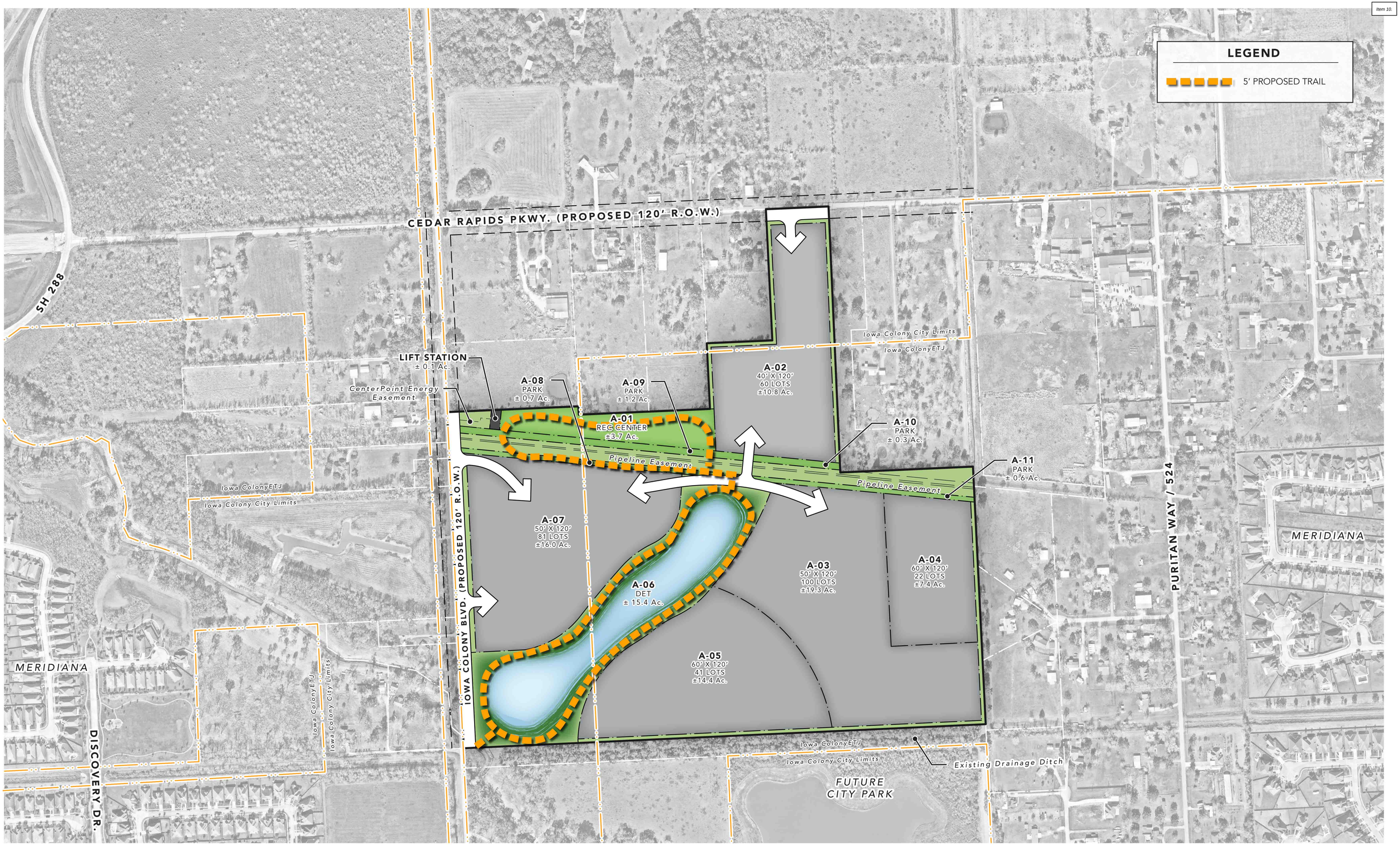
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL AMENITIES AND OPEN SPACE PLAN

EXHIBIT D

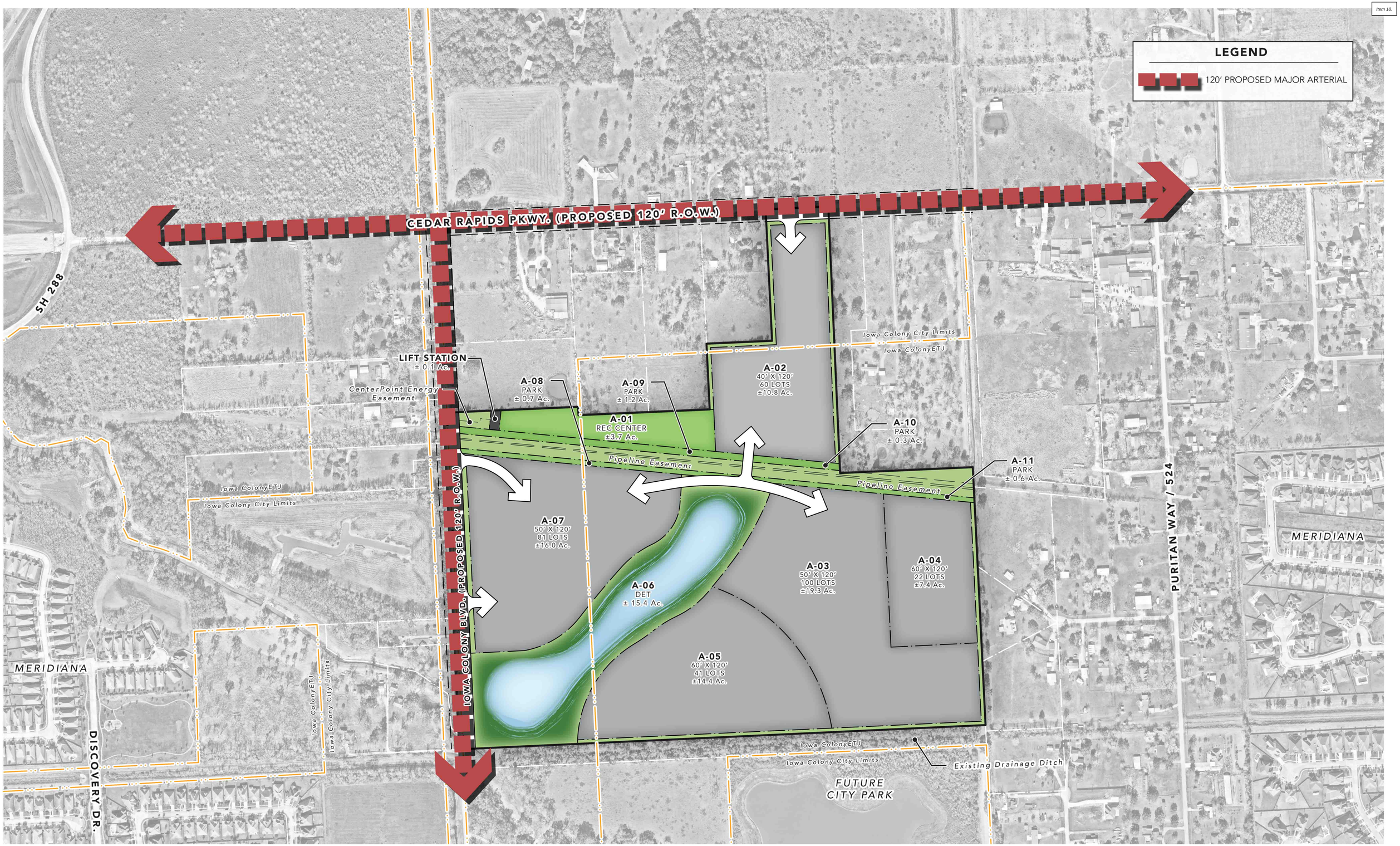
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

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± 104.0 Ac. COLONY RETREAT - STREET AND CIRCULATION SYSTEM

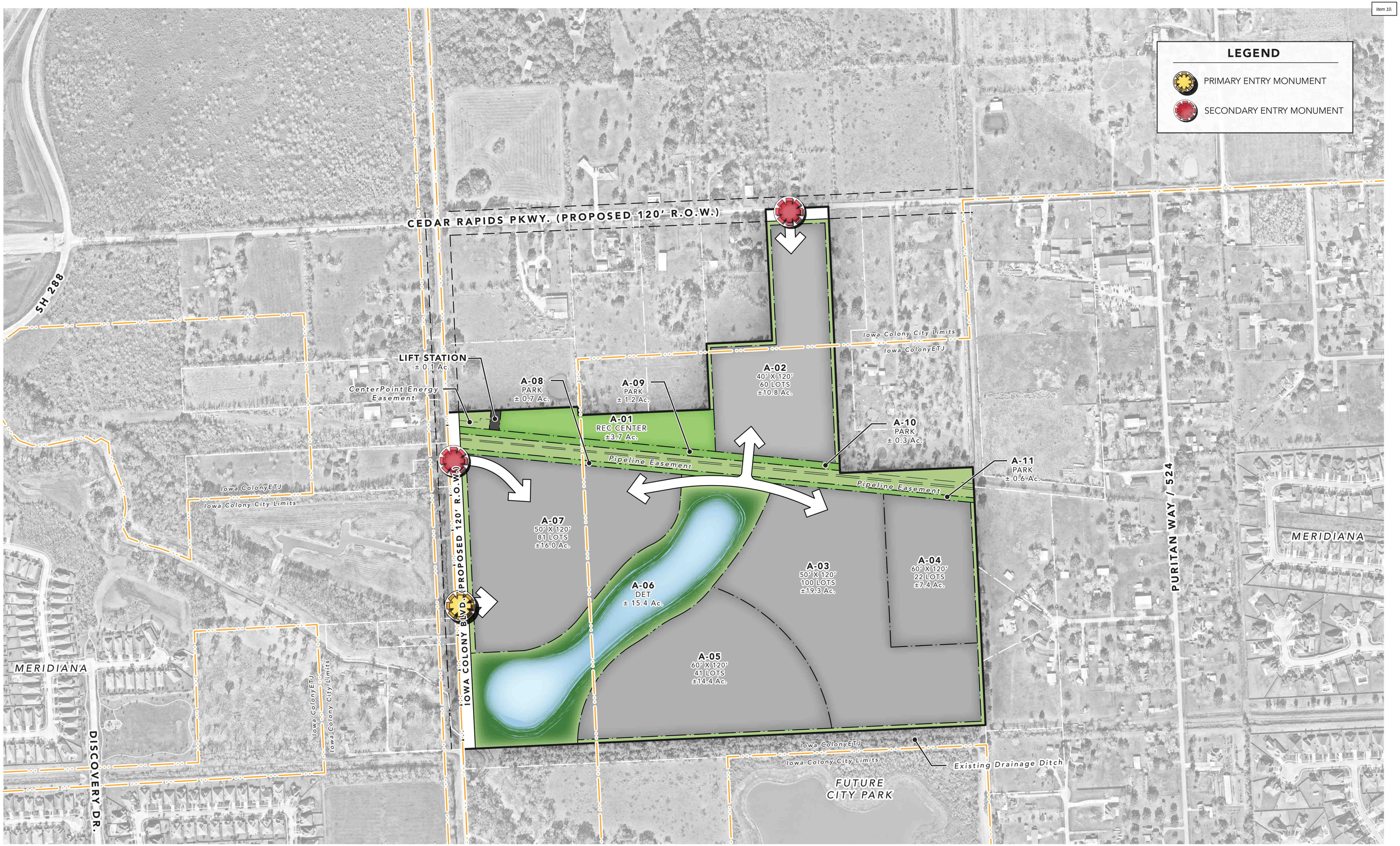
EXHIBIT E

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL SIGNAGE LOCATION

EXHIBIT F

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: October 20, 2026

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ADICO
CONSULTING ENGINEERS

MEMORANDUM

COLONY RETREAT DEVELOPMENT AGREEMENT

Date:	October 12, 2026
Prepared By:	Dinh Ho, P.E., City Engineer — ADICO, LLC
Project No.	710-00-002b-256
To:	Honorable Mayor and Members of City Council,
CC:	City Manager; City Secretary
Subject:	Colony Retreat – Development Agreement & Utility Agreement

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SUMMARY & RECOMMENDATION

Staff recommends that City Council approve the Development Agreement (DA) and the Utility Functions Agreement (UA) for Colony Retreat **conditioned on City Council adoption of the Colony Retreat PUD ordinance**, and subject to the corrections listed in this memo. Neither agreement should take effect until the PUD is adopted in final form and attached as DA Exhibit B.

The condition is needed because DA Section 2.03(a) states that the Plan of Development "is hereby approved by the City Council." A PUD is a zoning action under UDC Appendix A, Article VII, Section 74. It requires a Planning and Zoning Commission recommendation and a public hearing, and cannot be approved by contract. The PUD provided is also a marked DRAFT.

BACKGROUND

Colony Retreat is a single-family community of about 104 acres. It is bounded by Cedar Rapids Parkway on the north, Iowa Colony Boulevard on the west, the GCWA North Canal on the south, and Colony West on the east. Part of the tract is in the City limits (zoned SFR). Most of it is in the ETJ and will be annexed by petition, then zoned PUD. The developer is Colony Retreat LLC (Avani Communities). LJA is the planner and District engineer, and Allen Boone Humphries Robinson is District counsel.

Item	PUD (Exhibit B)
Gross area	±104.0 ac (DA and UA say ±105 ac)

Item	PUD (Exhibit B)
Lots	304 (60 at 40 ft, 181 at 50 ft, 63 at 60 ft); count may rise up to 15%
Density cap	3.0 lots/ac (304 lots = 2.92 lots/ac)
Detention lake	±15.4 ac, HOA/MUD owned and maintained
Parkland	9.5 ac provided against 5.6 ac required (1 ac per 54 units)
Constraints	50-ft Tenn Gas and 30-ft Houston Pipeline easements (east-west, north side); CenterPoint easement
Arterials	Iowa Colony Blvd and Cedar Rapids Pkwy at 120-ft ultimate ROW
Utilities	City retail water and sewer; on-site lift station (±0.1 ac, NW corner)

The DA covers MUD consent, annexation, platting, and development standards. The UA covers District facilities, conveyance to the City, and the District's share of the City's East Water Plant and Southwest WWTP Expansion.

The DA follows the City's standard MUD development agreement form. Key terms: developer pays the City's outside review costs (each deposit capped at $25,000, replenished within 45 days); annexation petition due within 60 days of the Effective Date; the District must accept assignment of the UA within 45 days of its confirmation election; 40-year term.

UTILITY FUNCTIONS AGREEMENT — KEY TERMS AND COMMENTS

The District reserves 310 ESFCs in each plant. It pays its pro rata share: the design share within 60 days of the Effective Date, and the construction share within 45 days of the bid tabulation. In exchange, the City waives water and wastewater impact fees. The City administers, owns, and operates both plants. The District builds the internal and offsite lines at no cost to the City and conveys them to the City (except detention, channels, and parks). Target dates: East Water Plant in Q1 2028; Southwest WWTP Expansion by April 1, 2028.

Party	Water share (350 gpd/ESFC)	Water ESFC / GPD	Wastewater share (250 gpd/ESFC)	Wastewater ESFC / GPD
District (Colony Retreat)	26.79%	310 / 108,500	19.38%	310 / 77,500

Party	Water share (350 gpd/ESFC)	Water ESFC / GPD	Wastewater share (250 gpd/ESFC)	Wastewater ESFC / GPD
City	28.26%	327 / 114,450	48.13%	770 / 192,500
MUD 98 / Coogan Tract	44.94%	520 / 182,000	32.50%	520 / 130,000
Total	100%	1,157 / 404,950	100%	1,600 / 400,000

RECOMMENDED CONDITIONS OF APPROVAL — LAND USES

Staff recommends that the Council motion approve the DA and UA subject to these conditions:

1. **PUD adoption.** Neither agreement takes effect until City Council adopts the Colony Retreat PUD ordinance, after P&Z recommendation and public hearing. Public hearings and Council action will take place at the November P&Z and City Council Meeting.
2. **Capacity and fees.** Service is limited to 310 ESFCs per system. The impact fee waiver applies only to those 310 ESFCs and only after the pro rata share is paid in full. Additional ESFCs pay additional pro rata cost and impact fees. MUD pay their prorate share of the SWWTP and East Water Plant site.
3. **Hold and Haul :** The Hold and Haul cost shall be the responsibility of the developer.
4. **Right-of-way.** The DA includes ½ of 120-ft ROW dedication and roadway obligations for Iowa Colony Blvd and Cedar Rapids Pkwy. Improvements along perimeter of property boundary and if triggered by Traffic Impact Analysis.
5. **Exhibits and form.** All exhibits are complete before execution: boundary, PUD, consent resolution, road facilities, points of connection, and cost estimates. All blanks, numbering, cross-references, and notice addresses are corrected.
6. **Legal review.** The City Attorney approves both agreements as to form, including the immunity waiver and attorney fee provisions.

Dinh Ho, P.E.
City Engineer
ADICO, LLC
TBPE Firm No. 16423

Attachments: Development Agreement

DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND COLONY RETREAT LLC

This Development Agreement (the "Agreement") is entered into effective _____ 2026, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City") and COLONY RETREAT LLC, a Texas limited liability company, or its successor or assigns (the "Developer").

RECITALS

Developer owns, or has the contractual right to purchase, approximately 104 acres of land that is located partially within the extraterritorial jurisdiction of the City and partially within the corporate boundaries of the City, which acreage is more particularly shown in **Exhibit A** (the "Tract"). The City and Developer wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. ## (the "District") will be created to encompass the Tract. The Developer intends to develop the Tract for single-family residential use. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The City and the Developer agree that the development of the Tract can best proceed pursuant to this Agreement and pursuant to the Utility Agreement (defined hereinafter).

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract (the "Project"). The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

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

ARTICLE I. DEFINITIONS

Section 1.01. Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Iowa Colony, Texas.

City Development Ordinances means each and every ordinance adopted by the City regulating the development of land and/or building codes of any nature within the City's limits in effect as of the execution of this Agreement, as may be amended from time to time.

Commission means the Texas Commission on Environmental Quality and its successors.

Consent Ordinance means the City's resolution, the form of which is attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County Municipal Utility District No. ## in accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, each as amended.

County means Brazoria County, Texas.

District means Brazoria County Municipal Utility District No. ##, a municipal utility district intended to be duly created by act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

HOA means the homeowners and/or property association(s) created to serve the property within the District.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Plan of Development means the plan for the proposed development of the Tract, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Planning Commission means the Planning and Zoning Commission of the City.

Utility Agreement means the *Utility Functions Agreement between the City* of *Iowa Colony, Texas and Colony Retreat LLC on behalf of Brazoria County Municipal Utility District No.* ## dated _____, 2026.

Tract means all the land described in the attached **Exhibit A.**

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02. Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	The Tract
Exhibit B	Plan of Development
Exhibit C	Consent Ordinance
Exhibit D	Utility Functions Agreement
Exhibit E	Annexation Petition

ARTICLE II.
DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

Section 2.01. Introduction. The Tract is to be developed as a single-family community. The land uses within the Tract shall be typical of a single-family development with single-family residential and/or recreational facilities.

Section 2.02. Plans and Approvals. In accordance with the Consent Ordinance, the Developer agrees to submit all plans and specifications for infrastructure within the Tract to the City for review and approval in accordance with the City's applicable codes, regulations and ordinances prior to commencing construction of any such improvements.

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract comprises approximately 105 acres intended to be subdivided as additional units in the same subdivision, the Developer has submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

(b) The Developer shall develop the Tract in accordance with the Plan of Development. Due to its size and complexity, the parties acknowledge that the Tract will be developed in phases. The parties agree that any changes, additions, or alterations to the Plan of Development will be done only as may be consistent and in compliance with the Plan of Development. The parties recognize that the Plan of Development has categories of land use and acreage and/or number of lots assigned to each category.

Section 2.04. Platting. The Developer is required to plat any subdivision of the Tract in accordance with the terms of this Agreement, the terms of any other agreement between the City and the Developer, and the requirements of all applicable City ordinances and procedures as they relate to development within the City's corporate limits, regardless of whether the property involved is then in the City's corporate limits or extraterritorial jurisdiction.

Section 2.05. Costs. Developer agrees to bear all out-of-pocket expenses incurred

by the City with regards to the City's review and analysis necessary to implement the Project as described herein, including without limitation such out-of-pocket expenses such as the costs of the City's outside legal counsel, engineer and other consultants. Developer agrees to deposit such funds as requested by the City, provided that no single deposit will exceed $25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide Developer with appropriate documentation of such expenses and the remaining balance of the Developer's deposit. As such deposit is depleted, the City will request additional funds, which Developer agrees to pay within forty-five (45) days of receipt of such a request. The City will cease all work on the Project if the deposit is not replenished as needed as the City does not have funds available for such expenses. Developer further agrees to pay, or cause to be paid, all fees and charges imposed by the City pursuant to and in accordance with the City Development Ordinances and any and all other City ordinances that concern or may concern the development of the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

Section 2.06. Termination. The termination of this Agreement shall not impair any consent to annexation or obligation to provide any consent to annexation by Landowner and/or Developer for annexation of the Tract into the corporate limits of the City. The obligations of the Developer and the City to perform under this Agreement are expressly contingent upon Developer's annexation of any portion of the Tract currently within the City's extraterritorial jurisdiction by Within 60 days of Development Agreement Ordinance approval.

ARTICLE III.
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01. Regulatory Standards and Development Quality. Developer agrees that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developer shall provide streets, drainage, utilities, parks, recreational facilities and roads in accordance with the City-approved Plan of Development at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developer will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before construction of the applicable facilities can begin, and the Developer shall not proceed without City approval thereof. Developer shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines within the PUD. These guidelines shall be sent to the City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

(a) Developer agrees that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developer is responsible for its pro rata share of the design and construction of the expansion of the City's Water Facilities and Wastewater Facilities (as those terms are defined in the Utility Agreement), as well as all internal water, sewer, and drainage facilities. The City will provide retail water and sewer service to customers within the Tract (as well as garbage services), all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit D**. Following acceptance by the City of the water, sewer, and drainage facilities (excluding storm water detention facilities, channels, and parks), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. As the District substantially completes construction, as deemed by the City Engineer, of each phase of its water, sewer and drainage facilities (other than storm water detention facilities, channels, and parks), the District will convey such facility to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing; provided, however, such acceptance by the City shall not be unreasonably conditioned, withheld, or delayed. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City, subject to the Utility Agreement. To the extent of any conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

(b) The Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of eligible facilities to the extent allowed by law.

Section 3.03. Open Space and Recreational Facilities. The City acknowledges and agrees that the Developer may make provisions for open spaces and recreational facilities to serve the Tract to be financed, developed and maintained by the District or by the HOA, to the extent authorized by state law and consistent with this Agreement, the Utility Agreement, the Plan of Development, and the City Development Ordinances. The Developer agrees that any such amenities may be dedicated to the HOA and/or to the District for ownership and operation and shall not be the responsibility of the City, unless and until the District is dissolved, at which time the City may elect to accept ownership of any such amenities having been owned by the District; provided that any amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any

recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developer shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developer shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, as provided for in more detail on the Plan of Development attached hereto as **Exhibit B**, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

Section 3.04. Road Facilities. All public roads shall be designed and constructed in compliance with the City Development Ordinances and the Utility Agreement; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the City will not accept for ownership and maintenance. Plans for construction of roads by the Developers shall be submitted to the City for review and approval, and the City shall have the right to inspect the roads during construction. Developer shall dedicate ½ of 120' ultimate ROW along frontage of Major Thoroughfares, i.e. Cedar Rapids Parkway and Iowa Colony Blvd. Developer will be responsible for paving or pro rata cost, turn lanes and requirements for TIA.

Section 3.05. Annual Reports. The Developer will provide annual reports to the City regarding construction of improvements by the Developer and the District, the total number of new residences and connections in the District and such other information regarding the development as the City may reasonably require.

Section 3.06. Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

Section 3.07. Density and Minimum Lot Requirements. The Developer agrees that the density requirements and minimum lot requirements associated with the development of the Tract shall be in accordance with the Plan of Development, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Section 3.08. Application of City Ordinance(s). Any reference herein to the application of any ordinance of the City shall mean that the ordinance described shall apply to the Tract, regardless whether the property involved is in the City's corporate limits or extraterritorial jurisdiction.

ARTICLE IV.
MUNICIPAL UTILITY DISTRICT

Section 4.01. Municipal Utility District. Upon the execution of this Agreement, the City hereby approves the form of the Consent Ordinance consenting to creation of the District attached hereto as **Exhibit C**. The City agrees that the Consent Ordinance will be deemed to constitute the City's consent to creation of the District upon its adoption, and the City agrees to promptly adopt the Consent Ordinance upon Notice to City by Developer requesting same. Upon adoption of the Consent Ordinance by the City, no further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.02. Annexation of the Tract. Within thirty (30) days of this Agreement's Effective Date, the Developer shall submit to the City a petition, in substantially the form attached hereto and incorporated herein in full, signed by all entities with a right to purchase, or with ownership of, the Tract or any portion thereof not then within the City's corporate limits, requesting that all land included in the Tract that is not then located within the City's corporate limits be annexed into those limits by the City. Contemporaneously with such submission, Developer shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developer agrees to obtain such additional title reports and petitions for annexation, such as petitions from lienholders on the Tract, as the City deems necessary or advisable after review of the title report or at any other time. Such additional petitions shall be substantially in the form attached hereto and shall be submitted to the City within thirty days of receipt of a request from the City. If the petition, title report, and/or additional petitions, if any, are not submitted timely, the City may refuse to issue any further building permits or plat approvals for the Tract. The City shall promptly act to approve the petitions and complete the annexation of the Tract. The intent of this Agreement is to obligate the Developer to deliver all annexation petitions necessary for the City to annex the Tract.

Section 4.03. Utility Agreement. After approval of the creation of the District by the TCEQ and within forty-five (45) days after the election confirming creation of the District, Developer shall use commercially reasonable efforts to cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit D**. Should the District fail to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation election

following its creation, this failure will constitute an event of default pursuant to Article V below.

ARTICLE V.
MATERIAL BREACH, NOTICE AND REMEDIES

Section 5.01. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developer follows the development plans as set out in the Plan of Development.

(a) The parties acknowledge and agree that any material deviation from Plan of Development and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Tract in compliance with this Agreement and the approved Plan of Development, as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Plan of Development;

2. The District's failure to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation following its creation;

3. Any annexation of territory into the District without first obtaining consent from the City; or

4. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.

(b) The parties agree that nothing in this Agreement can compel Developer to proceed or continue to develop the Tract 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. Enforcement by the City of any City ordinance within the Tract that violates the terms and conditions of this Agreement;

2. City's refusal to approve plats, development plans, or permits where the

same comply with the Plan of Development and this Agreement; and

3. The City's unreasonable conditioning, withholding, or delaying approval of a plat of land within the Tract that complies with the requirements of this Agreement, as specifically described in Section 2.04.

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

Section 5.02. Notice of Developer's Default.

(a) The City shall notify the Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party 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 proposed by such allegedly defaulting Developer for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer by a method and within a time reasonably satisfactory to the City. The alleged defaulting party 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 party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.03. Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present

facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by the City for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City by a method and within a time reasonably satisfactory to the Developer. 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 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.04. Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 5.02 or 5.03, 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 ten (10) business days after the mediation is initiated. The parties participating in the mediation shall share the costs of the mediation equally.

Section 5.05. 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 5.04, 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 party. In addition to all other remedies, the City may refuse to grant any additional building permits for construction within the Tract subject to this Agreement until the default is remedied to the reasonable satisfaction of the City.

(b) In the event of a determination by the Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or

termination of this Agreement.

ARTICLE VI.
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, and their successors or assigns. Nothing herein shall be interpreted to establish any third party beneficiaries.

Section 6.02. Term. This Agreement shall bind the parties and continue for forty (40) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the Developer. Upon the expiration of forty (40) years from the date of this Agreement, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods.

Section 6.03. Assignment. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 6.03, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. 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 email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony, Texas 3144 Meridiana Parkway Iowa Colony, Texas 77583 Attn: City Manager
:	
Developer:	Colony Retreat LLC 1717 St. James Pl., Suite 105 Houston, Texas 77056 Attn: Srinivasa Gogineni Srinig@avanicommunities.com
District:	Brazoria County Municipal Utility District No. ## c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 7.02. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 7.03. Disclosures by City. The City of Iowa Colony, Texas makes the disclosures in this section.

a. The Developer is not required to enter into this agreement.

b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the

Developer, or pursuant to a strategic partnership under Section 43.0751of the Texas Local Government Code.

c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, unless the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code. If the land is taxed agriculturally or as wildlife habitat, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the Developer rejects that offer. The Developer must request the annexation in writing. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the Developer is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.

e. The procedures for this annexation require either the Developer's consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code.

f. This Agreement, if accepted by the Developer, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

Section 7.04. Statutory Verifications. The Developer makes the following verifications in this section:

a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

b. No Boycott of Firearms. By signing and entering into the Agreement, the

Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

c. Chapter 2252, Texas Government Code. The Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

d. Form 1295. The Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developers and the City has not verified such information.

Section 7.05. Vested Rights. Upon the mutual execution of this Agreement, the City and Developer agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g).

Section 7.06. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 7.07. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.08. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 7.09. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 7.10. 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 7.11. 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 7.12. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any applicable City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 7.13. 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 and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 7.14. Builder Participation. Developer shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developer's supervision or control, working on the Project shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to the Project in the amount of $1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the Project to the Tract.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 202_.

CITY OF IOWA COLONY, TEXAS

_____

ATTEST: APPROVED: _____

_____
CITY SECRETARY

COLONY RETREAT LLC,

a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

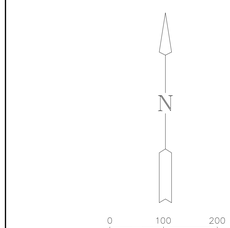
This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of Colony Retreat LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A

The Tract



LEGEND

- GATE
- GUARD RAIL
- GUY-WIRE
- LIGHT POLE
- MAIL BOX
- PULL BOX
- POST
- PIPELINE MARKER
- POWER POLE
- PIPELINE VENT
- PEDESTAL
- TELEPHONE CABLE MARKER
- TELEPHONE PEDESTAL
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- TOP BANK
- OHE — OVERHEAD ELECTRIC
- GUARDRAIL

H.T. & B.R.R. CO. SURVEY
SECTION 60
A/K/A/
W.H. DENNIS SURVEY
ABSTRACT No. 517

H.T. & B.R.R. CO. SURVEY
SECTION 55
ABSTRACT No. 286

FND OTHER" 1/2 BOLT
P.O.B.
FND 1/2" IR
COUNTY ROAD 57 (CALLED 50' WIDE)
N87°29'18"E 314.68'
18" RCP
GUY WIRE
AT 635.11'
FND 1/2" IR(CM)
AT 25.00'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
PP W/STREET LIGHT
ABANDONED WATER WELL
DILAPITATED HOG WIRE
FENCE 14.5' INSIDE
ZONE X
ZONE X (SHADED)
ZONE AE
N02°49'38"W 660.11'
BARBED AND DILAPITATED HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED FIVE (5) ACRES, MORE OR LESS
BETTIE D. HURLOCK
TO
COLONY RETREAT LLC
FILED DECEMBER 12, 2017
DOC. NO. 2017061356
B.C.O.P.R.
DESCRIBED IN
VOL. 323 PG. 172
& VOL. 29 PG. 637
B.C.D.R.
CALLED 5.00 ACRES
GISELA JOHANNA MANNING,
INDEPENDENT EXECUTRIX
TO
ANTONIO DELEON, ET UX
FILED SEPTEMBER 28, 1992
DOCUMENT NO. 1992030949
B.C.O.P.R.
APPROXIMATE IOWA COLONY CITY LINE
N87°29'18"E 329.87'
(S)
(CM)
FND 3/4" IP
FENCE 37.6' INSIDE
S02°32'20"E 1338.33'
CALLED 5.9856 ACRES, MORE OR LESS
GISELA G. MANNING, TRUSTEE
TO
ROSA MARIA FLORES
FILED APRIL 29, 2013
DOC. NO. 1990031626
B.C.O.P.R.
5.9353 ACRES
GISELA G. MANNING, TRUSTEE
TO
ROSA MARIA FLORES
FILED JULY 9, 1999
DOC. NO. 1999031626
B.C.O.P.R.
N02°49'38"W 330.35'
(CALL 330.74')
N:13,729,133.17
E:3,109,994.30
S02°49'29"E 41.77'
(CALL 41.67')
N87°29'18"E 660.05' (CALL 659.69')
AT 4.52'
FND 5/8 IR(CM)
AT 2.61'
FND 3/8" IR(CM)
AT 41.44'
FND 1/2" IP
FND 1/2" IP
BARBED WIRE FENCE MEANDERS PROPERTY LINE
BARBED AND HOG WIRE
ARRELL PROPERTIES LLC
FILM CODE NO.
2024027935
B.C.M.R.
LOT 3
MATA SUBDIVISION
FILED APRIL 26, 2011
DOC. NO. 2011016393
B.C.M.R.
FND 5/8" IR W/CAP (UNREADABLE)
BRS. N 16° E, 2.9'
FND 1" IP
N87°30'16"E 659.26' (CALL 659.72')
AT 25.00'
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
30' WIDE EASEMENT HOUSTON PIPELINE COMPANY VOL. 529, PG. 564 B.C.D.R.
ETC GAS
CALLED 6.667 ACRES
GMAC MORTGAGE CORPORATION OF IOWA
TO
LARRY W. SINCLAIR, ET UX
MARCH 30, 1990
DOC. NO. 1990009103
B.C.O.P.R.
ETC GAS
ENTERPRISE GAS
PST RAILROAD TIE
ENTERPRISE GAS
TEST LED ENTERPRISE PIPELINE
ENTERPRISE GAS
CALLED 6.088 ACRES
(TRACT I)
BARBARA ANN JOE
TO
TRACY JOE
FILED JULY 20, 2023
DOC. NO. 2023033896
B.C.O.P.R.
CALLED 6.088 ACRE TRACT IV
NO. 2023033896
B.C.O.P.R.
COUNTY ROAD 48 (CALLED 80' WIDE)
50' WIDE PERMANENT RIGHT OF WAY
TENN GAS CO. INC
VOL. 1119, PG. 739
B.C.D.R.
ETC GAS
ETC GAS
ENTERPRISE GAS
30" CMP
PP ABANDONED
ABANDONED WATER WELL
GRAVEL DRIVE
FND 5/8" IR
FND MAG" NAIL
(NO IMPROVEMENTS FOUND)
SURFACE VALVE EASEMENT
ALL AMERICAN PIPELINE COMPANY
VOL. 605, PG. 45
B.C.O.P.R.
PP W/METER
30" CMP
RESIDUE OF A CALLED 20.00 ACRES TRACT
JIMMY JAMES RUSHING, ET AL
TO
GR-M1, LTD
DOCUMENT NO. 2006032291
B.C.O.P.R.
VAULT COMMUNICATION FRONTIER 3FT X 2FT
BARBED WIRE
PP ABANDONED
30" CMP
GRAVEL DRIVE
30" CMP
MERIDIANA DETENTION RESERVES F & G
FINAL PLAT
FILED APRIL 30, 2020
DOC. NO. 2020021534
B.C.M.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
N02°49'53"W 1691.07' (CALL 1,690.56')
CALLED 1.18 ACRES, (TRACT II)
ROBERT JOSEPH DURHAM
TO
MARCIA Z JEREZ, ET VIR
FILED JUNE 27, 2005
DOC. NO. 2005036070
B.C.O.P.R.
CALLED 2.83 ACRES, (TRACT I)
ROBERT JOSEPH DURHAM
TO
MARCIA Z. JEREZ, ET VIR
FILED JUNE 27, 2005
DOC. NO. 2005036070
B.C.O.P.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
FENCE 50.0' INSIDE
CONCRETE SLOPE PAVING
DRAINAGE DITCH
BARBED WIRE
CALLED 2.81 ACRES
U.S. BANK NATIONAL ASSOCIATION
TO
BESSIE L. JENNINGS
FILED JANUARY 30, 2013
DOC. NO. 2013004848
B.C.O.P.R.
AT 2,584.02'
FENCE 5.8' OUTSIDE
STONE GUARD
FND 1/2"IR (LEANING)
TOP CMP 42IN
STONE GUARD
TOP CMP 42IN
FND 1/2" IR (CM)
ZONE AE (FLOODWAY)
ZONE AE
APPROXIMATE IOWA COLONY CITY LINE
CALLED 4.8791 ACRES
MARK PETER CUDD,
ADMINISTRATRIX
TO
MONA PARKS, ET AL
FILED MAY 6, 2016
DOCUMENT NO. 2016020895
B.C.O.P.R.
BARBED WIRE
N87°27'40"E 666.94' (CALL 666.98')
HOUSTON PIPELINE
HOUSTON PIPELINE CHAIN LINK
ENTERPRISE GAS
50' WIDE PERMANENT RIGHT OF WAY
TENN GAS CO. INC
VOL. 1119, PG. 739
B.C.D.R.
30' WIDE EASEMENT
HOUSTON PIPELINE COMPANY
VOL. 529, PG. 564
B.C.D.R.
AT 331.72'
FND 5/8" IR(CM)
FENCE 6.3' INSIDE
CHAIN LINK
(NO IMPROVEMENTS FOUND)
50' WIDE PERMANENT RIGHT OF WAY
ALL AMERICAN PIPELINE COMPANY
VOL. 600, PG. 809, B.C.O.P.R.
DESCRIBED IN VOL. 605, PG. 49
B.C.O.P.R.
DRAINAGE DITCH
DRAINAGE DITCH
(NO IMPROVEMENTS FOUND)
50' WIDE PERMANENT RIGHT OF WAY
ALL AMERICAN PIPELINE COMPANY
VOL. 600, PG. 809, B.C.O.P.R.
DESCRIBED IN VOL. 605, PG. 49
B.C.O.P.R.
CALLED 10.000 ACRES
E.E. ARENSBERG, II
TO
CHOUSAN CHIO, ET UX
MARCH 28, 1980
VOL. 1504, PG. 638
B.C.O.P.R.
MOHAMMAD & DELOWAR AZIZ
FILE NO. 2016051177
B.C.O.P.R.
CALLED 2.501 ACRES
JOE C. CALVIN, TRUSTEE
TO
BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER FIVE
DECEMBER 27, 1990
VOL. 863 PG. 615
B.C.D.R.
FND 1/2" IP
HOUSTON PIPELINE
ENTERPRISE GAS
CALLED 4.614 ACRES
(TRACT 87)
A.G. GROUCH
TO
CHARLES ALLAN CLARK, ET UX
MAY 26, 1981
DOC. NO. 1981015495
B.C.O.P.R.
COLONY WEST SECTION II SUBDIVISION (UNRECORDED)
104.08 ACRES
(4,533,702 SQUARE FEET)
CALLED 99.324 ACRES
BETTIE D. HURLOCK LONG, ET VIR
TO
COLONY RETREAT LLC
NOVEMBER 17, 2017
DOC. NO. 2017061355
B.C.O.P.R.
12" H.D.P.E.
12" H.D.P.E.
S02°49'56"E 1295.65' (CALL 1,294.87')
RAILROAD TIE
FND 1/2" IR
CALLED 2.115 ACRES
(TRACT 88)
JESSICA F. TREMBATH
TO
JAYSON E TREMBATH
OCTOBER 2, 2012
DOC. NO. 2012049935
B.C.O.P.R.
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 3.903 ACRES
(TRACT 89)
REED REALTY, INC.
TO
JERRY ALAN TREMBATH, ET UX
APRIL 12, 1979
DOC. NO. 1979011684
B.C.O.P.R.
ZONE X
ZONE X (SHADED)
ZONE AE
CALLED 6.06 ACRES
CHOCOLATE BAYOU WATER COMPANY
TO
GULF COAST WATER AUTHORITY
FILED JULY 17, 2007
DOC. NO. 2007047929' B.C.O.P.R.
FURTHER DESCRIBED IN
VOL. 261 PG. 461
B.C.D.R.
FENCE 8.5' INSIDE
CHAIN LINK
S87°21'35"W 2624.02' (CALL 2,623.52')
CALLED 37.02 ACRES
MEAH MINI, LLC
FILE NO. 2018045191
B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
RESTRICTED RESERVE "A"
IOWA COLONY PARK
FILE NO. 2011041117
B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
CALLED 2.807 ACRES
JAMES P. CONN
FILE NO. 1998009833
B.C.O.P.R.
FND 1/2" IR

DESCRIPTION OF 104.08 ACRES

Being 104.08 acres (4,533,702 square feet) of land situated in Section 55 of the H.T. & B.R.R. Co. Survey, Abstract Number 286, Brazoria County, Texas, being all of a called 99.324 acre tract conveyed to Colony Retreat LLC by Bettie D. Hurlock Long, by deed filed December 12, 2017 and recorded under Document Number 2017061355 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), and being all of a called Five (5) acres, more or less, conveyed to Colony Retreat LLC by Bettie D. Hurlock by deed filed December 12, 2017 and recorded under Document Number 2017061356, B.C.O.P.R., said 104.08 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (NA 2011) Epoch 2010);

BEGINNING at a point for corner in the centerline of County Road 57, called 50 feet wide, same being the apparent north line of said Abstract Number 286, same being the apparent south line of the W.H. Dennis Survey, Abstract Number 517, Brazoria County, Texas, also known as Section 60 of the H.T. & B.R.R. Co. Survey, for the northwest corner of said called Five (5) acres tract, same being the most northerly northwest corner of the herein described tract, and same being the northeast corner of a called 5.00 acres tract conveyed to Antonio De Leon, et ux by Gisela Johanna Manning, Independent Executrix of the estate of Donald G. Manning, Deceased, by deed filed September 28, 1992 and recorded under Document Number 1992030949, B.C.O.P.R.;

Thence, North 87° 29' 18" East with the centerline of said County Road 57, same being north line of said called Five (5) acres tract, same being the north line of the herein described tract, same being the apparent common line of said Abstract Number 286 and said Abstract Number 517, a distance of 314.68 feet to a point for corner for the northeast corner of said called Five (5) acres tract, same being the most northerly northeast corner of the herein described tract;

Thence, South 02° 32' 20" East with the east line of said called Five (5) acres tract, and in part with an east interior line of said called 99.324 acres tract, common to the west line of a called 4.8791 acre tract conveyed to Mona Parks, et al by Mary Peter Cudd, Administratrix of the Estate of Robert Howard Parks, Jr., Deceased, by deed filed May 6, 2016 and recorded under Document Number 2016020895, B.C.O.P.R., same being an east interior line of the herein described tract, at 25.00 feet a 1/2 inch iron rod, found, in the south right of way line of said County Road 57, for the northwest corner of said called 4.8791 acre tract, in all a total distance of 1,338.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of said called 4.8791 acre tract, same being the east interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 27' 40" East with the south lines of said called 4.8791 acres tract, a called 10.000 acre tract conveyed to Chousan Chio, et ux by E.E. Arensberg, II, by deed executed March 28, 1980 and recorded under Volume 1504, Page 638 of the Deed Records of Brazoria County, Texas (B.C.O.R.), common to an east interior line of said called 99.324 acres tract, same being an east interior line of the herein described tract, at 331.72 feet a 5/8 inch iron rod, found, for the south common corner of said called 4.8791 acres tract and said called 10.000 acre tract, in all a total distance of 666.94 feet (call 666.98 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 10.000 acre tract, same being the east exterior corner of said called 99.324 acres tract and the herein described tract, said point lying in the west line of a called 2.501 acre tract, more or less, conveyed to Brazoria County Drainage District Number Five (Iowa Colony) by Joe C. Calvin, Trustee, by deed executed December 27, 1990 and recorded under Volume 863, Page 615, B.C.O.R.;

Thence, South 02° 49' 56" East with the west lines of said called 2.501 acre tract, a called 4.614 acres tract, known as Tract 87 of Colony West Section II, an unrecorded Subdivision, conveyed to Charles Allan Clark, et ux by A.G. Grouch by deed executed May 26, 1981 and recorded under Document Number 1981015495, B.C.O.P.R., a called 2.115 acres tract, known as Tract 88 of Colony West Section II, an unrecorded Subdivision, conveyed to Jayson E. Trembath by Jessica F. Trembath by deed executed October 2, 2012 and recorded under Document Number 2012049935, B.C.O.P.R., a called 3.903 acres, known as Tract 89 of Colony West Section II, an unrecorded Subdivision, conveyed to Jerry Alan Trembath, et ux by Reed Realty, Inc. by deed executed April 12, 1979 and recorded under Document Number 1979011684, B.C.O.R., same being the east line of said called 99.324 acres tract and the herein described tract, a distance of 1,295.65 feet (call 1,294.87 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 99.324 acres tract, same being the southeast corner of the herein described tract, and same being the northeast corner of a called 6.06 acres tract conveyed to Gulf Coast Water Authority by Chocolate Bayou Water Company by deed filed July 17, 2007 and recorded under Document Number 2007047929, B.C.O.P.R., further described in Volume 261, Page 461, B.C.D.R.;

Thence, South 87° 21' 35" West with the north line of said called 6.06 acres tract same being the south line of said called 99.324 acres tract and the herein described tract, at 2,584.02 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, in the west right of way line of County Road 48, called 80 feet wide, in all a total distance of 2,624.02 feet (call 2,623.52 feet) to a point for corner for the southwest corner of said called 99.324 acres tract, same being the southwest corner of the herein described tract, same being the southeast corner of a called 2.81 acre tract conveyed to Bessie L. Jennings by U.S. Bank National Association, as Trustee, et al by deed filed January 30, 2013 and recorded under Document Number 2013004848, B.C.O.P.R., said point lying in the centerline of said County Road 48;

Thence, North 02° 49' 53" West with the centerline of said County Road 48, same being the east lines of said called 2.81 acre tract, a called 2.83 acres tract, called Tract I and a called 1.18 acres tract, called Tract II conveyed to Marcia z. Jerez, et vir by deed filed June 27, 2005 and recorded under Document Number 2005036070, B.C.O.P.R., Final Plat of Meridiana Detention Reserves F & G, a Subdivision of record, filed April 30, 2020 and recorded under Document Number 2020021534 of the Map Record of Brazoria County, Texas (B.C.M.R.), a residue of a called 20.00 acres tract conveyed to GR-M1, LTD by Jimmy James Rushing, et al by deed filed June 5, 2006 and recorded under Document Number 2006032291, B.C.O.P.R., a called 6.088 acres tract, called Tract I, and a called 0.579 acre tract, called Tract II conveyed to Tracy Joe by Barbara Ann Joe by deed filed July 20, 2023 and recorded under Document Number 2023033896, B.C.O.P.R., a called 6.667 acres tract conveyed to Larry W. Sinclair, et ux by GMAC Mortgage Corporation of Iowa by deed executed March 30, 1990 and recorded under Document Number 1990009103, B.C.O.R., same being the west line of said called 99.324 acres tract and the herein described tract, a distance of 1,691.07 feet (call 1,690.56 feet) to a point for corner, for the southwest corner of Lot 3 of Mata Subdivision, a subdivision of record under Document Number 2011016393, B.C.M.R., same being the northwest exterior common corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 30' 16" East with the south line of said Lot 3 of Mata Subdivision, same being the northwesterly interior line of said called 99.324 acres tract and the herein described tract, at 40.00 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY"set in the west right of way line of said County Road 48, from this point a 5/8 inch iron rod with cap (Unreadable), found, bears North 16° East, 2.9 feet, in all a total distance of 659.26 feet (call 659.72 feet) to a 1/2 inch iron pipe, found, for the southeast corner of said Lot 3 of Mata Subdivision, said point lying in the west line of a called 5.9353 acre tract conveyed to Rosa Maria Flores by Gisela G. Manning, Trustee of the Gisela G. Manning Living Trust by deed filed April 29, 2013 and recorded under Document Number 2013019730, B.C.O.P.R.;

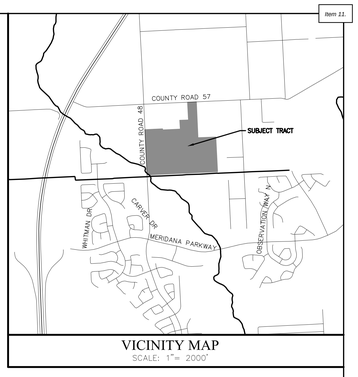
Thence, South 02° 49' 29" East with the west line of said called 5.9353 acre tract, and continuing with the northwesterly interior line of said 99.324 acres tract and the herein described tract, at 41.44 feet a 1/2 inch iron pipe, found on line, in all a total distance of 41.77 feet (call 41.67 feet) to a point for corner for the southwest corner of said called 5.9353 acre tract;

Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly interior line of said called 99.324 acres tract and the herein described tract, 660.05 feet (call 659.69 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 6.9856 acres tract, more or less, same being a northwesterly interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 02° 49' 38" West with the east line of said called 6.9856 acres tract, same being a northerly westerly interior line of said called 99.324 acres tract and the herein described tract, at 2.61 feet a 3/8 inch iron rod, found, at 4.52 feet a 5/8 inch iron rod, found, in all a total distance of 330.35 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of the aforementioned called 5.00 acres tract;

Thence, North 87° 29' 18" East with the south line of said called 5.00 acres tract, same being the north line of said called 99.324 acres tract ,same being a northerly interior line of the herein described tract, a distance of 329.87 feet to a 3/4 inch iron pipe, found, for the south common corner of said called 5.00 acres tract and the aforementioned called Five (5) acres tract;

Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of said the aforementioned County Road 57, in all a total distance of 660.11 feet to the POINT OF BEGINNING and containing 104.08 acres (4,533,702 square feet) of land.



VICINITY MAP
SCALE: 1" = 2000'

NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE (HORIZONTAL) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998871397. All COORDINATES SHOWN HEREON ARE GRID.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF TEXAS.
3. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. HOU-2025-00019-1 WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2025 AND ISSUED FEBRUARY 27, 2025 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. SEE SCHEDULE B NOTES BELOW.
4. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS ZONE AE (FOODWAY), ZONE AE, ZONE X (SHADED), AND ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 48039C0110K, EFFECTIVE DATE OF JUNE 5, 1989 AND REVISED DATE OF DECEMBER 30, 2020, FOR COMMUNITY NOS. 481077, IN BRAZORIA COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
6. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT SHOWN HEREON.
7. THE PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 48, & COUNTY ROAD 57, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.
8. THERE WAS NO OBSERVED PARKING SPACES ON THE PROPERTY..
9. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
10. CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY HAVE NOT BEEN PROVIDED TO THE SURVEYOR.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
12. THERE WAS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE WERE NO OBSERVED CEMETERIES, BURIAL GROUNDS, AND/OR GRAVES AFFECTING THE PROPERTY.
14. PORTIONS OF THE 104.08 ACRE TRACT, SHOWN HEREON, ARE WITHIN THE CITY OF IOWA COLONY LIMITS, SUBJECT TO IOWA COLONY ZONING ORDINANCE NO. 2006-15, PASSED NOVEMBER 20, 2006.

THE FOLOWING ITEMS WERE LISTED IN SCHEDULE "B" OF THE ABOVE REFERENCES TITLE COMMITMENT:

ITEM 10 (G.) EASEMENT AND RIGHT OF WAY, GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 564 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (H.) TERMS, CONDITIONS AND PROVISIONS OF THAT RIGHT OF WAY AGREEMENT GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1119, PAGE 739 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (I.) EASEMENT AND ASSIGNMENT, AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 1465, PAGE 207 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

ITEM 10 (J.) EASEMENT AND RIGHT OF WAY, GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 600, PAGE 809 AND AMENDED BY VOLUME (88) 605, PAGE 49 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (K.) SURFACE EASEMENT (VALVE), GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 605 PAGE 45 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (L.) TERMS, CONDITIONS AND PROVISIONS OF THAT MEMORANDUM OF GEOPHYSICAL OPTION AGREEMENT, RECORDED UNDER CLERK'S FILE NO. 98-045075 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (N.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1707, PAGE 506 AND VOLUME 1710, PAGE 535 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECT SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (O.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1712, PAGE 901 AND VOLUME 1712, PAGE 903 , BOTH OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (P.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME (88) 557, PAGE 589 AND VOLUME (88) 557, PAGE 593 , BOTH OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (Q.) MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1422, PAGE 842 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

SURVEYOR'S CERTIFICATE:

To Colony Retreat LLC, KB Home Lone Star Inc, A Texas Corporation, Aqu Title, LLC as Agent for Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6 (a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed in March 2025.

04/11/2025

Date: 04/11/2025

STATE OF TEXAS
REGISTERED
JAMES N. CHILTON
7088
PROFESSIONAL
LAND SURVEYOR

ABBREVIATIONS:

B.C.D.R.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.M.R.	MAP RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT

IRONS

(S)	SET 5/8" IRON ROD WITH CAP "LJA SURVEY"
(CM)	CONTROLLING MONUMENT
BRS.	BEARS
I.R.	IRON ROD
I.P.	IRON PIPE

ALTA/NSPS LAND TITLE SURVEY OF 104.08 ACRES

IN THE H.T.&B.R.R. CO. SURVEY SECTION 55, A-286 BRAZORIA COUNTY, TEXAS

APRIL 2025 JOB NO. 1750-9000

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

J:\Survey\Projects\LJA9000\1750\9000.06 CAD\Working Files\Base Files\Iowa Colony 104.08 AC ALTA.dwg, 4/11/2025

Exhibit B

Plan of Development

Colony Retreat

Planned Unit Development

District

DRAFT

Prepared for:

Colony Retreat LLC

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

September 2026

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EXHIBITS

Exhibit A – Area Location Map
Exhibit B – Aerial Map
Exhibit C – Conceptual Development Plan
Exhibit D – Conceptual Amenities and Open Space Plan
Exhibit E – Street and Circulation System Exhibit
Exhibit F – Signage Location Exhibit

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I. INTRODUCTION

The Colony Retreat Planned Unit Development (PUD) has been prepared on behalf of Colony Retreat LLC pursuant to Appendix A, Article VII, Section 74 (Planned Unit Developments) of the Iowa Colony Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most innovative and efficient uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Colony Retreat PUD is located in the eastern portion of the Iowa Colony ETJ and is bounded on the north by Cedar Rapids Parkway, to the west by Iowa Colony Boulevard, to the south by the North Canal, and to the east by the Colony West Subdivision. Exhibit A, Area Location Map, illustrates the location of the PUD.

This PUD is approximately 104 acres and will be developed as a master planned community for primarily residential use, including neighborhood parks that will be dedicated to the HOA or MUD as part of any approved Development Agreement.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

The PUD is located in the eastern portion of Iowa Colony ETJ. A portion of the tract falls within Iowa Colony City Limits and the majority of the tract falls within the City's ETJ. The PUD property is primarily vacant land with a cluster of trees at the northeast portion of the property. Existing physical constraints affecting the development include the following:

- A 50' wide Tenn Gas Co. pipeline easement runs through the northern side of the tract in an east-west direction.
- A 30' wide Houston Pipeline Company pipeline easement runs through the northern side of the tract in an east-west direction parallel to the Tenn Gas Co. pipeline easement.

The existing site constraints are shown in Exhibit B, Aerial Map.

2. Surrounding Land Use

The land surrounding the PUD consists of vacant land, rural warehousing, and the single-family residential developments, Colony West, and Meridiana. A drainage channel owned by the Gulf Coast Water Authority is adjacent to the property along the southern boundary. The surrounding land uses can be seen on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Iowa Colony's Comprehensive plan, which was adopted in 2020, the Future Land Use Plan classifies the Colony Retreat PUD area as Medium Density Single Family Residential. The development complies with the Iowa Colony Comprehensive Plan by adhering to the vision elements and guiding principles outlined in the plan. The development consists of single-family residential lots with a minimum lot width of forty feet, a maximum lot width of sixty feet, and an average lot width of fifty feet. The development will provide a well-defined vehicular circulation system that provides connectivity to Cedar Rapids Parkway and Iowa Colony Boulevard.

2. Justification

DRAFT

The intent of the PUD Overlay District is to encourage high quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, location, or land uses. This document establishes flexible development standards that use the minimum requirements as a basis for properties specifically located within the boundaries of the Colony Retreat PUD.

The PUD will meet or exceed the minimum requirements of the UDC through specific, architectural design and engineering standards such as:

- Providing a PUD document that can respond to today's market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating new alignments of pedestrian trails within the development. In addition to what is required, additional trails and pedestrian pathways will be provided throughout the development;
- Incorporation/revision of the roadway alignments based on the most updated version of the Thoroughfare Plan.

3. Single-Family Residential

The traditional single-family residential component that will be found throughout the PUD will be a collection of individual single-family residential sections that take their access from Cedar Rapids Parkway, Iowa Colony Boulevard, and an internal local street system that provides connections to the surrounding areas to the east and the south. The traditional single-family residential neighborhood will be developed with a mixture of lot sizes, including a range with a minimum of forty feet up to sixty feet, and the mixture of the lot width shall be permitted to respond to market conditions as long as any changes to the lot mix fall within the limitations of this PUD.

4. Projected Population

Based on the number of residential lots proposed for the development located in Section IV.4, Single-Family Residential Lot Distribution Table, the projected population for the overall development will be approximately 882 people. This approximation is calculated by multiplying the 304 lots shown in the table by 2.9 individuals per household.

5. Parks and Open Space

Exhibit D, Conceptual Amenities and Open Space Plan, shows a recreation center, parks, lakes, and various open space areas all connected via a pedestrian trail system. The proposed recreation center and neighborhood park will serve the master planned residential community and will contain a small pool, an active play area for children, an open pavilion, seating areas, and ball fields. The detention lake within the PUD will not only enhance the aesthetic quality of the development but feature trail connectivity and a community mail kiosk.

The pedestrian pathway system, which is illustrated in Exhibit D, will include five-foot (5') wide trails and a pedestrian connection to the future city park directly to the south of the project. The trails system will provide easy and safe pedestrian access to the various parks, lakes, and recreation center. Compliance with Iowa Colony's Comprehensive Plan for Parks and Open Space will be maintained throughout the development, completing the overall pedestrian network.

The lake within the PUD will be maintained at a constant water level while serving as a detention facility for the PUD. The lake will be utilized as trail corridors allowing close proximity to parks and the recreation center.

All land, which is dedicated to the Homeowners Association (HOA) or Municipal Utility District (MUD) for the purpose of fulfilling the parks requirement, will be developed with some form of either passive or active facilities.

IV. ZONING

1. Proposed Zoning

The property shall be developed and used in accordance with the development regulations as established by the Iowa Colony Unified Development Code, except as supplemented or modified by this PUD document.

The Colony Retreat PUD is partially within the Iowa Colony City Limits and is zoned Single Family Residential. The majority of the PUD is located in the City of Iowa Colony ETJ, but will be zoned as PUD Planned Unit Development upon annexation into the city limits. To implement the Conceptual Land Use Plan, Exhibit C, the base zoning district will remain single-family residential. The various land uses will follow the development requirements for the SFR zoning district as described in Appendix A, Zoning Ordinance in the UDC, unless otherwise noted. Notwithstanding the foregoing, no amendment to the UDC shall impact the PUD's vested rights as described in Chapter 245 of the Texas Local Government Code. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee.

Each land use category may be increased or decreased in acreage by up to ten percent (10%) of the total gross acreage of that land use category. The percentage of land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions and future modifications of roadway and drainage alignments. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

The development's single-family residential density shall not exceed 3 lots per acre, except as allowed per Section IV.4 of this document and as authorized by the City designee. The single-family residential density is calculated by dividing the total number of single-family residential lots by the gross acreage of this PUD.

Additionally, the development proposes 40-, 50-, and 60-foot single-family residential lots, as shown in the Single-Family Residential Lot Distribution Table in Section IV. 4. Although there are a variety of lot sizes, the development will maintain an average lot width of 50 feet. The average lot width is calculated as the weighted average of all lot widths in the development, as the example shown below using the project lot counts:

$$\frac{(40\ x\ 60) + (50 + 181) + (60\ x\ 63)}{304} = \pm 50.1\ feet$$

The land uses may be relocated within the boundaries of the PUD, provided there are no significant changes in geographic location as indicated in Article VII, Section 74, Planned Unit Developments in the UDC. The Composition of Land Use Table below provides a detailed tabulation of each land use within the development. All acreages shown below are subject to change as development occurs within the boundaries of the PUD and as allowed by this PUD.

2. Conversion of Specific Land Uses

a. In the event the developer elects to exercise using the pipeline corridor as a trail system to count as a parks dedication credit, the excess parks acreage shown on the conceptual land use plan may be converted to single-family residential uses.

3. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Roadways	SFR	±5.8	
Pipelines & Easements	SFR	±4.3	
Lakes/Detention	SFR	±15.4	
Lift Station	SFR	±0.1	
Subtotal		**±25.6**	**24.6%**
Community Land Uses			
Recreation Center & Parks	SFR	±6.5	
Landscape/Open Space	SFR	±4.0	
Subtotal		**±10.5**	**10.1%**
Residential Land Uses			
Single-Family Residential	See below	±67.9	
Subtotal		**±67.9**	**65.3%**
Totals		**±104.0**	**100.0%**

4. Single-Family Residential Lot Distribution Table

Lot Size	Zoning District	Number of Lots*	Allowable Percentage
40' x 110’ wide lots	SFR	60	19.7%
50' x 110’ wide lots	SFR	181	59.6%
60' x 110’ wide lots	SFR	63	20.7%
Gross Residential Total		**304**	**100.0%**

**The number of lots per lot product is subject to change as subdivision layouts are finalized.*

Refer to Section V.2, of this document for applicable standards for the single-family residential lot product. The total number of lots may increase by up to 15%. The lot size listed above in the Single-Family Residential Lot Distribution Table reflect minimum lot width as described in Section V.2.

While the Conceptual Development Plan (Exhibit C) indicates the lot layout for this area, these lot counts are subject to change. The lot counts for this PUD shall be subject to the allowable percentages in the Single-Family Residential Lot Distribution Table. The actual number of lots and the units per acre may vary as allowed by this PUD.

V. DEVELOPMENT REGULATIONS

This PUD shall remain the governing document of the development. Consistent with provisions specified in Appendix A, Zoning Ordinance in the UDC, the future development of the subdivision will be governed by the development regulations for their assigned zoning district layout, design, and general conditions as approved in this document and exhibits. The PUD shall have vested rights as described in Chapter 245 of the Texas Local Government Code ("Chapter 245"), subject to the exemptions set forth therein. The term "Property" shall apply to all land contained within the PUD boundary. When there is a conflict between the requirements in the UDC (as may be amended) and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee. Additional roadways, roadway alignments, or land uses shall not be required of this development as a result of future changes to the City's comprehensive plan or UDC. Development fees (including without limitation capital recovery fees, parkland dedication fees, building permit fees, and tree mitigation fees) are not established in the UDC and therefore will be assessed at the rate in existence at the time that the relevant approval is sought for any development activity. All tracts located within the bounds of this PUD shall be platted, and detention ponds shall be platted and recorded with the corresponding section it serves.

1. Street and Circulation System

Exhibit E is a supplemental exhibit illustrating the proposed street and circulation system. The PUD Exhibits are conceptual and may be modified as the development progresses, provided the development complies with the regulations established by this PUD. Below are several additional regulations that apply to the street and circulation system within the PUD:

a. The Planned Unit Development has established certain street criteria that will apply to streets within this PUD in addition to the city's standards.
b. All subdivision sections containing more than thirty-five (35) residential lots shall have a minimum of two points of access. A divided or boulevard entry, or a roundabout, shall be considered two points of access. A divided or boulevard entry shall consist of two (2) 25-foot-wide travel lanes separated by a median and shall extend to the first intersecting street.
c. Neighborhood collector streets shall have a minimum right-of-way of 60 feet.
d. Residential (local) streets providing access to lots may have a right-of-way width of fifty (50) feet.
e. All street rights-of-way widths shall be not less than fifty (50) feet with a 10' utility easement on each side.
f. Paving width shall be 28' B-B for all residential streets.
g. Iowa Colony Boulevard and Cedar Rapids Parkway are proposed to be 120' feet. The Development Agreement shall regulate the development details of the ROW.
h. Each single-family lot shall have frontage on a local street, private street, or common area. When lots front a common area, vehicular access must be provided by a local street, private street, or alley.

2. Traditional Single-Family

All development standards for the proposed traditional single-family residential lots are subject to the development regulations below:

a. Minimum lot area: 4,800 square feet
b. Minimum lot width – 40' (measured at the front setback)
c. Minimum lot depth – 110'
d. Minimum front setback – 20'
e. Minimum side setback – 5'
f. Minimum street side setback (corner lot) – 10'
g. Minimum rear setback – 10'
h. Minimum porch setback – 15'
i. Minimum setback where garages face directly onto a street – 20'

j. Minimum setback for side-entry garages – 10’
k. Minimum pipeline setback – 50’
l. Maximum impervious building coverage – 60%
m. Maximum height of structures – 2 stories or 35’. May exceed 35’ if approved by the Fire Chief.

3. Tree Protection

The developer shall follow the City’s tree preservation guidelines, as stated in Article 1 of Iowa Colony’s UDC. The property consists primarily of agricultural fields with a few partially wooded areas. These wooded sections consist mainly of new-growth trees and brush and do not appear to contain mature shade trees or culturally significant vegetation that would warrant protection under the City’s tree preservation guidelines. However, a tree survey and mitigation plan shall be provided with the final plat to confirm.

4. Parks and Trails

a. Compliance with Parkland Dedication and Compensating Open Space Requirements

Identification of the required amount of neighborhood parkland is to be indicated in this document. Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area. The various parks will be developed as the adjacent residential sections are developed. The parks shown throughout the project will be developed in accordance with PUD ordinance requirements and may include various forms of passive and active amenities, such as a small pool, pavilion, seating areas, ball fields, kids’ play area, and trailhead connections. The open space and park locations shall be owned and maintained by the HOA. The regional park fee applicable to residential development within the project shall be subject to change, unless park fees for all lots are paid at the time of adoption of the PUD. Should regional park fees be paid in full, they shall be set at the current rate in effect at the time of adoption of this PUD, $1,147 per dwelling unit. This fee shall not be subject to future increases and shall remain in effect for the duration of the project unless a lower park fee is later adopted by the City and the developer elects to utilize such lower fee. These vested rates shall apply to all phases of the development.

Park dedication requirements in the City of Iowa Colony UDC for planned unit developments state that private neighborhood parkland dedicated in lieu of public parkland shall be 1 acre of parkland for every 54 proposed dwelling units. Based upon the estimated number of dwelling units, the development will be required to provide ±5.6 acres of parkland. The development is proposing 9.5 acres of private neighborhood parkland as shown in the Parkland Table below.

Additionally, with the proposed mixture in lot sizes, 400 square feet of compensating open space shall be required per 40’ lot and 150 square feet of compensating open space shall be required per 50’ lot. Based on the estimated number of dwelling units, the development shall provide approximately ±1.1 acre of compensating open space, and the compensating open space shall be shown at the preliminary platting stage. Compensating open space may be provided within existing pipeline easements, as long as it is clearly shown as a reserve on the plat.

The table below provides a tabulation of how the development will meet this requirement. If the dwelling units in the PUD are increased to where the neighborhood parkland provided is less than the minimum amount required per the City of Iowa Colony Zoning Ordinance, additional parkland will be provided to meet the requirement. A minimum of 4 percent of the total area shall be set aside for open spaces areas, which shall include pipeline and utility easements, drainage ways, and wet and

dry detention areas. The HOA or MUD will be responsible for maintaining all recreation centers, parks, landscaped areas, and open spaces within the PUD.

Colony Retreat Required Parkland	
Total Proposed Number of Lots	304
Private Neighborhood Parkland Requirement	1 acre per 54 dwelling units
Total Required Parkland Acres	5.6 acres
Provided Private Neighborhood Parkland	**9.5 acres**

Colony Retreat Private Neighborhood Parkland Overview		
Type of Private Neighborhood Park	**Owner**	**Provided Parkland Acreage**
Parks	HOA or MUD	2.8
Recreation Center	HOA or MUD	3.7
Detention Parks Credit	HOA or MUD	3.0
Total		**9.5**

b. Use of Detention Areas for Parks Credit

The development is eligible to receive up to a 50% credit for construction of improvements to new wet detention facilities. Improvements may include at least one fountain, benches, and/or walking trails, and other water-based recreational activities. Credit for detention ponds is limited to the top of bank if it includes trails.

c. Trails

The Conceptual Amenities and Open Space Plan (Exhibit D) features five-foot (5') wide trails providing pedestrian connectivity. If approved by the pipeline company, trails will be provided along the pipeline easements to enhance the linear parks. The trails along the pipeline easement shall contribute towards the required parkland dedication requirements. The construction of the trails shall take place prior to acceptance of the section that is being developed. Unless otherwise mentioned in this section, compliance with the Iowa Colony's sidewalk requirements will be maintained throughout the project, completing the overall pedestrian network. Five-foot (5') wide sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section. Minimum five-foot (5') sidewalks shall be provided along all streets with no upgrades required for existing sidewalks unless noted above.

VI. UTILITIES

The utilities provided within the Colony Retreat PUD shall be appropriately designed, sized, and constructed in conformance with either Iowa Colony's engineering design criteria in effect at the time of approval of this PUD or an approved Utility Agreement.

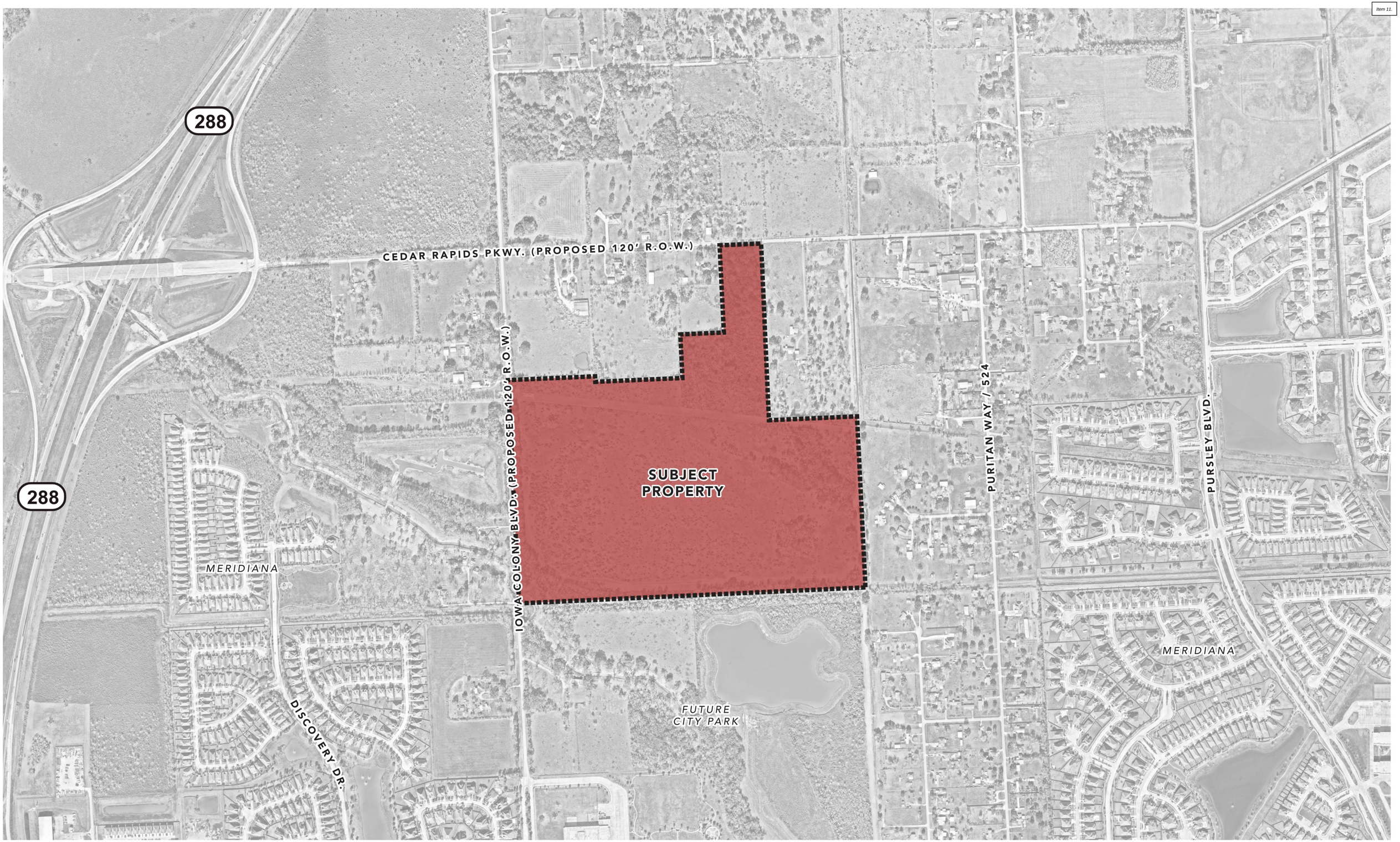
VII. VARIANCES

There are variances to the Iowa Colony development regulations anticipated by the Colony Retreat PUD. Any variances to Iowa Colony's Subdivision Ordinance not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 2, Zoning Regulations and Chapter 3, Site Development Design and Improvements, not known at this time due to the lack of specific designs or physical

characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. The street and circulation system shall be developed in accordance with Section V.1 – Street and Circulation System.
2. All single-family residential traditional lots shall be regulated by the standards set forth in Section V.2 – Traditional Single-Family.
3. Parks and trails shall be regulated by the standards as stated in Section V.5 – Parks & Trails.

DRAFT



± 104.0 Ac. COLONY RETREAT - AREA LOCATION MAP

EXHIBIT A

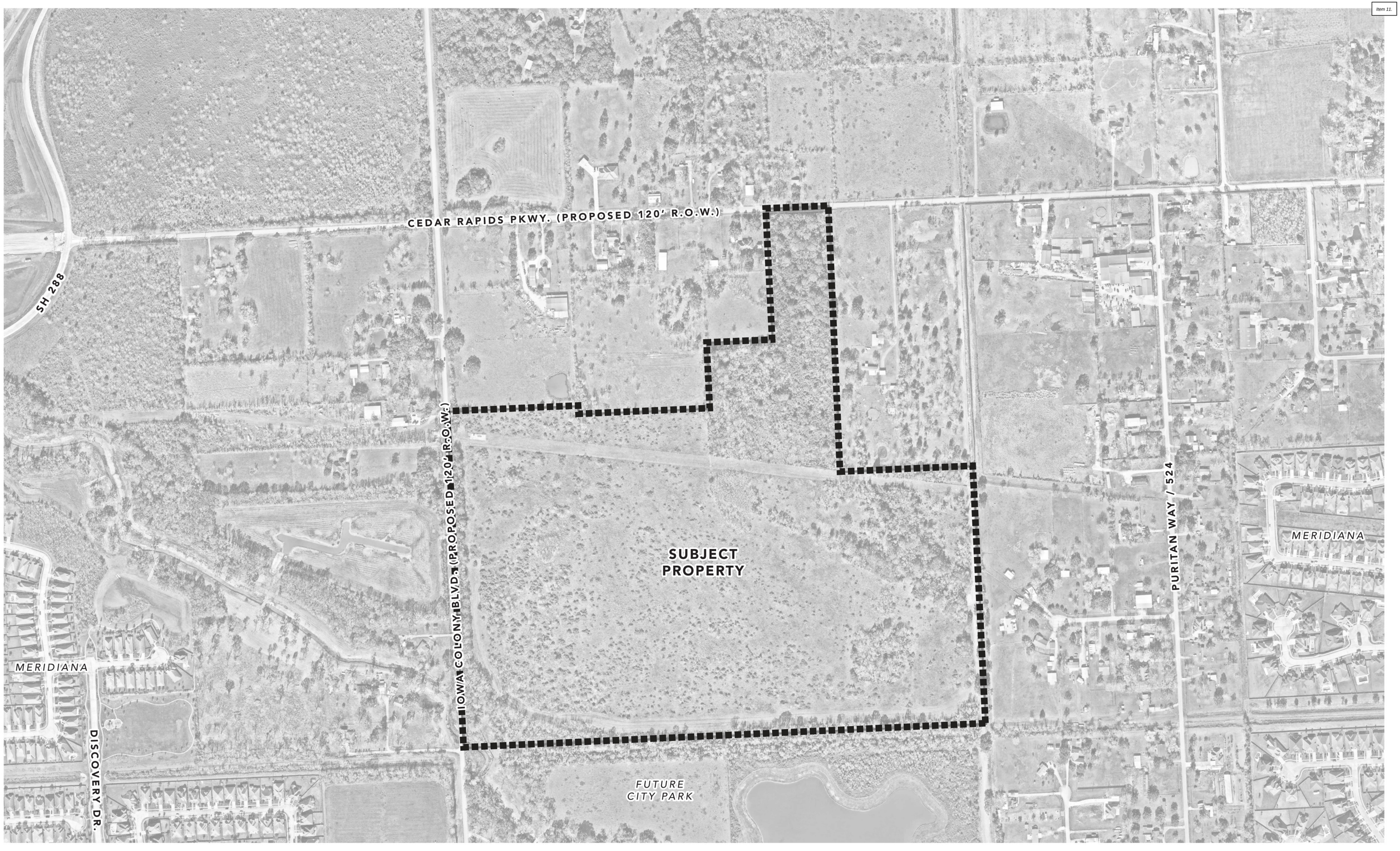
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\105 Ac. Iowa Colony tract\03-Concept Plan

0 150 300 600

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± 104.0 Ac. COLONY RETREAT - PROJECT AERIAL MAP

EXHIBIT B

N

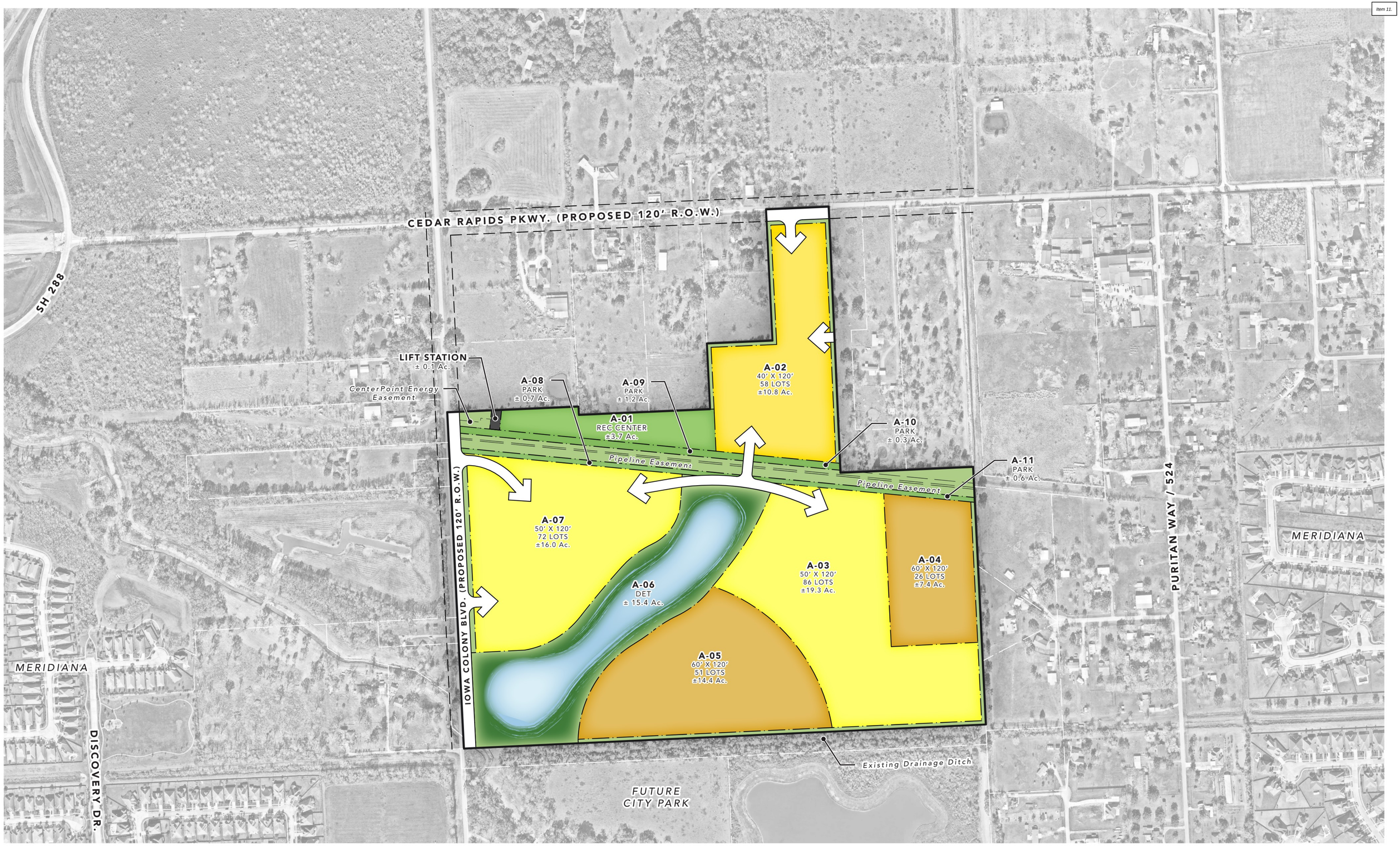
0 100 200 400

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\a105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

N 0 100 200 400

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL AMENITIES AND OPEN SPACE PLAN

EXHIBIT D

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

N 0 100 200 400

P:\01 Planning\00-New Projects\a105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - STREET AND CIRCULATION SYSTEM

EXHIBIT E

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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± 104.0 Ac. COLONY RETREAT - CONCEPTUAL SIGNAGE LOCATION

EXHIBIT F

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\± 105 Ac. Iowa Colony tract\03-Concept Plan

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Exhibit C

Consent Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. ##; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. ## in the extraterritorial jurisdiction of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Water Code, and all applicable law; and

WHEREAS, the City Council finds that this Resolution was passed in full compliance with the Texas Open Meetings Act and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

Section 1. The City Council hereby finds that all statements contained in the preamble or in any other part of this Resolution are true.

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. ## on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. ##, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit "B" and incorporated herein in full.

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

Section 4. This Resolution shall be effective immediately upon its passage approval.

PASSED AND APPROVED ON THIS _____ DAY OF _____ 202_.

CITY OF IOWA COLONY, TEXAS

_____

WIL KENNEDY, MAYOR

ATTEST:

_____

KAYLEEN ROSSER,

CITY SECRETARY

EXHIBIT A
PROPERTY DESCRIPTION

H.T. & B.R.R. CO. SURVEY
SECTION 60
A/K/A/
W.H. DENNIS SURVEY
ABSTRACT No. 517

H.T. & B.R.R. CO. SURVEY
SECTION 55
ABSTRACT No. 286

LEGEND

- GATE
- GUARD RAIL
- GUY-WIRE
- LIGHT POLE
- MAIL BOX
- PULL BOX
- POST
- PIPELINE MARKER
- POWER POLE
- PIPELINE VENT
- PEDESTAL
- TELEPHONE CABLE MARKER
- TELEPHONE PEDESTAL
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- TOP BANK
- OHE OVERHEAD ELECTRIC
- GUARDRAIL

SCALE: 1"=100'

FND OTHER" 1/2 BOLT
P.O.B.
FND 1/2" IR
COUNTY ROAD 57 (CALLED 50' WIDE)
N87°29'18"E 314.68'
18" RCP
GUY WIRE AT 635.11'
FND 1/2" IR(CM)
AT 25.00'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
PP W/STREET LIGHT
ABANDONED WATER WELL
DILAPITATED HOG WIRE
FENCE 14.5' INSIDE
ZONE X
ZONE X (SHADED)
ZONE AE
N02°49'38"W 660.11'
BARBED AND DILAPITATED HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED FIVE (5) ACRES, MORE OR LESS
BETTIE D. HURLOCK
TO
COLONY RETREAT LLC
FILED DECEMBER 12, 2017
DOC. NO. 2017061356
B.C.O.P.R.
DESCRIBED IN
VOL. 323 PG. 172
& VOL. 29 PG. 637
B.C.D.R.
CALLED 5.00 ACRES
GISELA JOHANNA MANNING,
INDEPENDENT EXECUTRIX
TO
ANTONIO DELEON, ET UX
FILED SEPTEMBER 28, 1992
DOCUMENT NO. 1992030949
B.C.O.P.R.
APPROXIMATE IOWA COLONY CITY LINE
N87°29'18"E 329.87'
(S)
(CM)
FND 3/4" IP
FENCE 37.6' INSIDE
BARBED AND DILAPITATED HOG WIRE
S02°32'20"E 1338.33'
CALLED 6.9856 ACRES, MORE OR LESS
GISELA G. MANNING, TRUSTEE
TO
ROSA MARIA FLORES
FILED APRIL 29, 2013
DOC. NO. 1999031626
B.C.O.P.R.
5.9353 ACRES
GISELA G. MANNING, TRUSTEE
TO
ROSA MARIA FLORES
FILED JULY 9, 1999
DOC. NO. 1999031626
B.C.O.P.R.
LOT 3
MATA SUBDIVISION
FILED APRIL 26, 2011
DOC. NO. 2011016393
B.C.M.R.
ARRELL PROPERTIES LLC
FILM CODE NO.
202402793S
B.C.M.R.
FND 5/8" IR W/CAP (UNREADABLE)
BRS. N 16° E, 2.9'
FND 1" IP
AT 25.00'
N87°30'16"E 659.26' (CALL 659.72')
N:13,729,133.17
E:3,109,994.30
S02°49'29"E 41.77'
(CALL 41.67')
N87°29'18"E 660.05' (CALL 659.69')
FND 1/2" IP
AT 41.44'
FND 1/2" IP
AT 4.52'
FND 5/8 IR(CM)
AT 2.61'
FND 3/8" IR(CM)
N02°49'38"W 330.35'
(CALL 330.74')
BARBED WIRE FENCE MEANDERS PROPERTY LINE
BARBED AND HOG WIRE
CALLED 6.667 ACRES
GMAC MORTGAGE CORPORATION OF IOWA
TO
LARRY W. SINCLAIR, ET UX
MARCH 30, 1990
DOC. NO. 1990009103
B.C.O.P.R.
ETC GAS
ENTERPRISE GAS
PST RAILROAD TIE
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
30' WIDE EASEMENT
HOUSTON PIPELINE COMPANY
VOL. 529, PG. 564
B.C.O.R.
ENTERPRISE GAS
TEST LED ENTERPRISE PIPELINE
CALLED 6.088 ACRES
(TRACT I)
BARBARA ANN JOE
TO
TRACY JOE
FILED JULY 20, 2023
DOC. NO. 2023033896
B.C.O.P.R.
CALLED 6.088 ACRE TRACT IV
VOL. 29, PG. 637
B.C.D.R.
COUNTY ROAD 48 (CALLED 80' WIDE)
30" CMP
PP ABANDONED
ABANDONED WATER WELL
GRAVEL DRIVE
FND 5/8" IR
FND MAG" NAIL
(NO IMPROVEMENTS FOUND)
SURFACE VALVE EASEMENT
ALL AMERICAN PIPELINE COMPANY
VOL. 605, PG. 45
B.C.O.P.R.
W/METER
30" CMP
RESIDUE OF A CALLED 20.00 ACRES TRACT
JIMMY JAMES RUSHING, ET AL
TO
GR-M1, LTD
DOCUMENT NO. 2006032291
B.C.O.P.R.
VAULT COMMUNICATION FRONTIER 3FT X 2FT
BARBED WIRE
PP ABANDONED
30" CMP
GRAVEL DRIVE
30" CMP
MERIDIANA DETENTION RESERVES F & G
FINAL PLAT
FILED APRIL 30, 2020
DOC. NO. 2020021534
B.C.M.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
N02°49'53"W 1691.07' (CALL 1,690.56')
CALLED 1.18 ACRES, (TRACT II)
ROBERT JOSEPH DURHAM
TO
MARCIA Z JEREZ, ET VIR
FILED JUNE 27, 2005
DOC. NO. 2005036070
B.C.O.P.R.
CALLED 2.83 ACRES, (TRACT I)
ROBERT JOSEPH DURHAM
TO
MARCIA Z. JEREZ, ET VIR
FILED JUNE 27, 2005
DOC. NO. 2005036070
B.C.O.P.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
FENCE 50.0' INSIDE
CONCRETE SLOPE PAVING
DRAINAGE DITCH
BARBED WIRE
AT 2,584.02'
FENCE 5.8' OUTSIDE
STONE GUARD
FND 1/2"IR (LEANING)
TOP CMP 42IN
STONE GUARD
TOP CMP 42IN
FND 1/2" IR (CM)
CALLED 2.81 ACRES
U.S. BANK NATIONAL ASSOCIATION
TO
BESSIE L. JENNINGS
FILED JANUARY 30, 2013
DOC. NO. 2013004848
B.C.O.P.R.
ZONE AE (FLOODWAY)
ZONE AE
APPROXIMATE IOWA COLONY CITY LINE
ENTERPRISE GAS
50' WIDE PERMANENT RIGHT OF WAY
TENN GAS CO. INC
VOL. 1119, PG. 739
B.C.D.R.
ETC GAS
30' WIDE EASEMENT
HOUSTON PIPELINE COMPANY
VOL. 529, PG. 564
B.C.D.R.
50' WIDE PERMANENT RIGHT OF WAY
TENN GAS CO. INC
VOL. 1119, PG. 739
B.C.D.R.
(NO IMPROVEMENTS FOUND)
50' WIDE PERMANENT RIGHT OF WAY
ALL AMERICAN PIPELINE COMPANY
VOL. 600, PG. 809, B.C.O.P.R.
DESCRIBED IN VOL. 605, PG. 49
B.C.O.P.R.
DRAINAGE DITCH
CALLED 4.8791 ACRES
MARK PETER CUDD,
ADMINISTRATRIX
TO
MONA PARKS, ET AL
FILED MAY 6, 2016
DOCUMENT NO. 2016020895
B.C.O.P.R.
BARBED WIRE
N87°27'40"E 666.94' (CALL 666.98')
AT 331.72'
FND 5/8" IR(CM)
HOUSTON PIPELINE
HOUSTON PIPELINE CHAIN LINK
ENTERPRISE GAS
FENCE 6.3' INSIDE
CHAIN LINK
(NO IMPROVEMENTS FOUND)
50' WIDE PERMANENT RIGHT OF WAY
ALL AMERICAN PIPELINE COMPANY
VOL. 600, PG. 809, B.C.O.P.R.
DESCRIBED IN VOL. 605, PG. 49
B.C.O.P.R.
CALLED 10.000 ACRES
E.E. ARENSBERG, II
TO
CHOUSAN CHIO, ET UX
MARCH 28, 1980
VOL. 1504, PG. 638
B.C.O.P.R.
MOHAMMAD & DELOWAR AZIZ
FILE NO. 2016051177
B.C.O.P.R.
CALLED 2.501 ACRES
JOE C. CALVIN, TRUSTEE
TO
BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER FIVE
DECEMBER 27, 1990
VOL. 863 PG. 615
B.C.D.R.
FND 1/2" IP
CALLED 4.614 ACRES
(TRACT 87)
A.G. GROUCH
TO
CHARLES ALLAN CLARK, ET UX
MAY 26, 1981
DOC. NO. 1981015495
B.C.O.P.R.
COLONY WEST SECTION II SUBDIVISION (UNRECORDED)
S02°49'56"E 1295.65' (CALL 1,294.87')
12" H.D.P.E.
12" H.D.P.E.
RAILROAD TIE
FND 1/2" IR
CALLED 2.115 ACRES
(TRACT 88)
JESSICA F. TREMBATH
TO
JAYSON E TREMBATH
OCTOBER 2, 2012
DOC. NO. 2012049935
B.C.O.P.R.
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 3.903 ACRES
(TRACT 89)
REED REALTY, INC.
TO
JERRY ALAN TREMBATH, ET UX
APRIL 12, 1979
DOC. NO. 1979011684
B.C.O.P.R.
ZONE X
ZONE X (SHADED)
ZONE AE
CALLED 6.06 ACRES
CHOCOLATE BAYOU WATER COMPANY
TO
GULF COAST WATER AUTHORITY
FILED JULY 17, 2007
DOC. NO. 2007047929' B.C.O.P.R.
FURTHER DESCRIBED IN
VOL. 261 PG. 461
B.C.D.R.
FENCE 8.5' INSIDE
CHAIN LINK
S87°21'35"W 2624.02' (CALL 2,623.52')
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
CALLED 37.02 ACRES
MEAH MINI, LLC
FILE NO. 2018045191
B.C.O.P.R.
RESTRICTED RESERVE "A"
IOWA COLONY PARK
FILE NO. 2011041117
B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
CALLED 2.807 ACRES
JAMES P. CONN
FILE NO. 1998009833
B.C.O.P.R.
FND 1/2" IR

104.08 ACRES
(4,533,702 SQUARE FEET)

DESCRIPTION OF 104.08 ACRES

Being 104.08 acres (4,533,702 square feet) of land situated in Section 55 of the H.T. & B.R.R. Co. Survey, Abstract Number 286, Brazoria County, Texas, being all of a called 99.324 acre tract conveyed to Colony Retreat LLC by Bettie D. Hurlock Long, by deed filed December 12, 2017 and recorded under Document Number 2017061355 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), and being all of a called Five (5) acres, more or less, conveyed to Colony Retreat LLC by Bettie D. Hurlock by deed filed December 12, 2017 and recorded under Document Number 2017061356, B.C.O.P.R., said 104.08 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (NA 2011) Epoch 2010);

BEGINNING at a point for corner in the centerline of County Road 57, called 50 feet wide, same being the apparent north line of said Abstract Number 286, same being the apparent south line of the W.H. Dennis Survey, Abstract Number 517, Brazoria County, Texas, also known as Section 60 of the H.T. & B.R.R. Co. Survey, for the northwest corner of said called Five (5) acres tract, same being the most northerly northwest corner of the herein described tract, and same being the northeast corner of a called 5.00 acres tract conveyed to Antonio De Leon, et ux by Gisela Johanna Manning, Independent Executrix of the estate of Donald G. Manning, Deceased, by deed filed September 28, 1992 and recorded under Document Number 1992030949, B.C.O.P.R.;

Thence, North 87° 29' 18" East with the centerline of said County Road 57, same being north line of said called Five (5) acres, same being the north line of the herein described tract, same being the apparent common line of said Abstract Number 286 and said Abstract Number 517, a distance of 314.68 feet to a point for corner for the northeast corner of said called Five (5) acres tract, same being the most northerly northeast corner of the herein described tract;

Thence, South 02° 32' 20" East with the east line of said called Five (5) acres tract, and in part with an east interior line of said called 99.324 acres tract, common to the west line of a called 4.8791 acre tract conveyed to Mona Parks, et al by Mary Peter Cudd, Administratrix of the Estate of Robert Howard Parks, Jr., Deceased, by deed filed May 6, 2016 and recorded under Document Number 2016020895, B.C.O.P.R., same being an east interior line of the herein described tract, at 25.00 feet a 1/2 inch iron rod, found, in the south right of way line of said County Road 57, for the northwest corner of said called 4.8791 acre tract, in all a total distance of 1,338.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of said called 4.8791 acre tract, same being the east interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 27' 40" East with the south lines of said called 4.8791 acres tract, a called 10.000 acre tract conveyed to Chousan Chio, et ux by E.E. Arensberg, II, by deed executed March 28, 1980 and recorded under Volume 1504, Page 638 of the Deed Records of Brazoria County, Texas (B.C.O.R.), common to an east interior line of said called 99.324 acres tract, same being an east interior line of the herein described tract, at 331.72 feet a 5/8 inch iron rod, found, for the south common corner of said called 4.8791 acres tract and said called 10.000 acre tract, in all a total distance of 666.94 feet (call 666.98 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 10.000 acre tract, same being the east exterior corner of said called 99.324 acres tract and the herein described tract, said point lying in the west line of a called 2.501 acre tract, more or less, conveyed to Brazoria County Drainage District Number Five (Iowa Colony) by Joe C. Calvin, Trustee, by deed executed December 27, 1990 and recorded under Volume 863, Page 615, B.C.O.R.;

Thence, South 02° 49' 56" East with the west lines of said called 2.501 acre tract, a called 4.614 acres tract, known as Tract 87 of Colony West Section II, an unrecorded Subdivision, conveyed to Charles Allan Clark, et ux by A.G. Grouch by deed executed May 26, 1981 and recorded under Document Number 1981015495, B.C.O.P.R., a called 2.115 acres tract, known as Tract 88 of Colony West Section II, an unrecorded Subdivision, conveyed to Jayson E. Trembath by Jessica F. Trembath by deed executed October 2, 2012 and recorded under Document Number 2012049935, B.C.O.P.R., a called 3.903 acres, known as Tract 89 of Colony West Section II, an unrecorded Subdivision, conveyed to Jerry Alan Trembath, et ux by Reed Realty, Inc. by deed executed April 12, 1979 and recorded under Document Number 1979011684, B.C.O.P.R., same being the east line of said called 99.324 acres tract and the herein described tract, a distance of 1,295.65 feet (call 1,294.87 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 99.324 acres tract, same being the southeast corner of the herein described tract, and same being the northeast corner of a called 6.06 acres tract conveyed to Gulf Coast Water Authority by Chocolate Bayou Water Company by deed filed July 17, 2007 and recorded under Document Number 2007047929, B.C.O.P.R., further described in Volume 261, Page 461, B.C.D.R.;

Thence, South 87° 21' 35" West with the north line of said called 6.06 acres tract same being the south line of said called 99.324 acres tract and the herein described tract, at 2,584.02 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, in the west right of way line of County Road 48, called 80 feet wide, in all a total distance of 2,624.02 feet (call 2,623.52 feet) to a point for corner for the southwest corner of said called 99.324 acres tract, same being the southwest corner of the herein described tract, same being the southeast corner of a called 2.81 acre tract conveyed to Bessie L. Jennings by U.S. Bank National Association, as Trustee, et al by deed filed January 30, 2013 and recorded under Document Number 2013004848, B.C.O.P.R., said point lying in the centerline of said County Road 48;

Thence, North 02° 49' 53" West with the centerline of said County Road 48, same being the east lines of said called 2.81 acre tract, a called 2.83 acres tract, called Tract I and a called 1.18 acres tract, called Tract II conveyed to Marcia z. Jerez, et vir by deed filed June 27, 2005 and recorded under Document Number 2005036070, B.C.O.P.R., Final Plat of Meridiana Detention Reserves F & G, a Subdivision of record, filed April 30, 2020 and recorded under Document Number 2020021534 of the Map Record of Brazoria County, Texas (B.C.M.R.), a residue of a called 20.00 acres tract conveyed to GR-M1, LTD by Jimmy James Rushing, et al by deed filed June 5, 2006 and recorded under Document Number 2006032291, B.C.O.P.R., a called 6.088 acres tract, called Tract I, and a called 0.579 acre tract, called Tract II conveyed to Tracy Joe by Barbara Ann Joe by deed filed July 20, 2023 and recorded under Document Number 2023033896, B.C.O.P.R., a called 6.667 acres tract conveyed to Larry W. Sinclair, et ux by GMAC Mortgage Corporation of Iowa by deed executed March 30, 1990 and recorded under Document Number 1990009103, B.C.O.P.R., same being the west line of said called 99.324 acres tract and the herein described tract, a distance of 1,691.07 feet (call 1,690.56 feet) to a point for corner, for the southwest corner of Lot 3 of Mata Subdivision, a subdivision of record under Document Number 2011016393, B.C.M.R., same being the northwest exterior common corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 30' 16" East with the south line of said Lot 3 of Mata Subdivision, same being the northwesterly interior line of said called 99.324 acres tract and the herein described tract, at 40.00 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY"set in the west right of way line of said County Road 48, from this point a 5/8 inch iron rod with cap (Unreadable), found, bears North 16° East, 2.9 feet, in all a total distance of 659.26 feet (call 659.72 feet) to a 1/2 inch iron pipe, found, for the southeast corner of said Lot 3 of Mata Subdivision, said point lying in the west line of a called 5.9353 acre tract conveyed to Rosa Maria Flores by Gisela G. Manning, Trustee of the Gisela G. Manning Living Trust by deed filed April 29, 2013 and recorded under Document Number 2013019730, B.C.O.P.R.;

Thence, South 02° 49' 29" East with the west line of said called 5.9353 acre tract, and continuing with the northwesterly interior line of said 99.324 acres tract and the herein described tract, at 41.44 feet a 1/2 inch iron pipe, found on line, in all a total distance of 41.77 feet (call 41.67 feet) to a point for corner for the southwest corner of said called 5.9353 acre tract;

Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly interior line of said called 99.324 acres tract and the herein described tract, 660.05 feet (call 659.69 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 6.9856 acres tract, more or less, same being a northwesterly interior corner of said called 99.324 acres tract and the herein described tract;

Thence, South 02° 49' 38" West with the east line of said called 6.9856 acres tract, same being a northerly westerly interior line of said called 99.324 acres tract and the herein described tract, at 2.61 feet a 3/8 inch iron rod, found, at 4.52 feet a 5/8 inch iron rod, found, in all a total distance of 330.35 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of the aforementioned called 5.00 acres tract;

Thence, North 87° 29' 18" East with the south line of said called 5.00 acres tract, same being the north line of said called 99.324 acres tract ,same being a northerly interior line of the herein described tract, a distance of 329.87 feet to a 3/4 inch iron pipe, found, for the south common corner of said called 5.00 acres tract and the aforementioned called Five (5) acres tract;

Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of said the aforementioned County Road 57, in all a total distance of 660.11 feet to the POINT OF BEGINNING and containing 104.08 acres (4,533,702 square feet) of land.

NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE (HORIZONTAL) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998671397. All COORDINATES SHOWN HEREON ARE GRID.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF TEXAS.
3. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. HOU-2025-00019-1 WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2025 AND ISSUED FEBRUARY 27, 2025 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. SEE SCHEDULE B NOTES BELOW.
4. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS ZONE AE (FOODWAY), ZONE AE, ZONE X (SHADED), AND ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 48039C0110K, EFFECTIVE DATE OF JUNE 5, 1989 AND REVISED DATE OF DECEMBER 30, 2020, FOR COMMUNITY NOS. 481077, IN BRAZORIA COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
6. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT SHOWN HEREON.
7. THE PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 48, & COUNTY ROAD 57, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.
8. THERE WAS NO OBSERVED PARKING SPACES ON THE PROPERTY..
9. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
10. CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY HAVE NOT BEEN PROVIDED TO THE SURVEYOR.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
12. THERE WAS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE WERE NO OBSERVED CEMETERIES, BURIAL GROUNDS, AND/OR GRAVES AFFECTING THE PROPERTY.
14. PORTIONS OF THE 104.08 ACRE TRACT, SHOWN HEREON, ARE WITHIN THE CITY OF IOWA COLONY LIMITS, SUBJECT TO IOWA COLONY ZONING ORDINANCE NO. 2006-15, PASSED NOVEMBER 20, 2006.

THE FOLOWING ITEMS WERE LISTED IN SCHEDULE "B" OF THE ABOVE REFERENCES TITLE COMMITMENT:

ITEM 10 (G.) EASEMENT AND RIGHT OF WAY, GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 564 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (H.) TERMS, CONDITIONS AND PROVISIONS OF THAT RIGHT OF WAY AGREEMENT GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1119, PAGE 739 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (I.) EASEMENT AND ASSIGNMENT, AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 1465, PAGE 207 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

ITEM 10 (J.) EASEMENT AND RIGHT OF WAY, GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 600, PAGE 809 AND AMENDED BY VOLUME (88) 605, PAGE 49 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (K.) SURFACE EASEMENT (VALVE), GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 605 PAGE 45 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (L.) TERMS, CONDITIONS AND PROVISIONS OF THAT MEMORANDUM OF GEOPHYSICAL OPTION AGREEMENT, RECORDED UNDER CLERK'S FILE NO. 98-045075 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

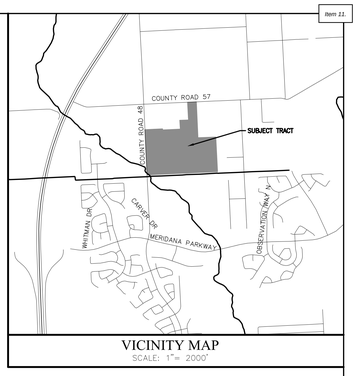
ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (N.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1707, PAGE 506 AND VOLUME 1710, PAGE 535 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECT SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (O.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1712, PAGE 901 AND VOLUME 1712, PAGE 903 , BOTH OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (P.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME (88) 557, PAGE 589 AND VOLUME (88) 557, PAGE 593 , BOTH OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (Q.) MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1422, PAGE 842 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)



VICINITY MAP
SCALE: 1" = 2000'

SURVEYOR'S CERTIFICATE:

To Colony Retreat LLC, KB Home Lone Star Inc, A Texas Corporation, Aqu Title, LLC as Agent for Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6 (a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed in March 2025.

04/11/2025

Date: 04/11/2025

STATE OF TEXAS
REGISTERED
JAMES N. CHILTON
7088
PROFESSIONAL
LAND SURVEYOR

ABBREVIATIONS:

B.C.D.R.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.M.R.	MAP RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT

IRONS

(S)	SET 5/8" IRON ROD WITH CAP "LJA SURVEY"
(CM)	CONTROLLING MONUMENT
BRS.	BEARS
I.R.	IRON ROD
I.P.	IRON PIPE

ALTA/NSPS LAND TITLE SURVEY OF 104.08 ACRES

IN THE H.T.&B.R.R. CO. SURVEY SECTION 55, A-286 BRAZORIA COUNTY, TEXAS

APRIL 2025 JOB NO. 1750-9000

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

J:\Survey\Projects\LJA9000\1750\9000.06 CAD\Working Files\Base Files\Iowa Colony 104.08 AC ALTA.dwg 4/11/2025

Exhibit B
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than $20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of $20,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than $7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or

used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(g) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(h) After the District has substantially completed construction, as deemed by the City Engineer, of each phase of its water, sewer and drainage facilities (other than detention facilities), the District will convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City.

Exhibit D

Utility Functions Agreement

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas and COLONY RETREAT, a Texas limited liability company, or its successor or assigns ("Developer") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. ##, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developer and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developer's commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

WHEREAS, the City, by resolution dated _____ , has consented or will consent to the creation of the proposed District pursuant to the conditions of the City resolution and its code of ordinances (the "City Consent Resolution"); and

WHEREAS, the Developer intends to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 105 acres located partially within (i) the extraterritorial jurisdiction of the City, and (ii) the corporate limits of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for

ultimate conveyance to, the City, the Facilities (as defined below) needed to provide utility service to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each;

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Manager" shall mean the City Manager of the City.

"Development Agreement" shall mean the *Development Agreement by and among the City of Iowa Colony, Texas and Colony Retreat LLC* dated _____, 2026.

"District" shall mean Brazoria County Municipal Utility District No. ##, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 105 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Engineers" shall mean LJA Engineering, Inc., or its replacement, successor or assignee as designated by the District.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Facilities" shall mean and include the water supply and distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, parks and recreational facilities, and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports. The terms "Facilities" does not include the City-owned Wastewater Facilities and Water Facilities as further described herein.

"Wastewater Facilities" means wastewater treatment service plants, and sites, necessary to serve the District. The Permanent Wastewater Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Wastewater Facilities shall be governed by Section IV below.

"Wastewater Impact Fee(s)" means the City's impact fees for wastewater facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

"Water Facilities" means water plant facilities, sites, and water wells necessary to serve the District. The Water Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Water Facilities shall be governed by Article III below.

"Water Impact Fee(s)" means the City's impact fees for water supply facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

ARTICLE II
THE FACILITIES

2.01. The Facilities. The Facilities, as described in the Engineering Reports or otherwise, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and Utility Functions Agreement criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion and in accordance with the City's applicable development, regulatory, or building ordinances, from time to time may determine to be economically feasible.

2.02 Ownership by the City. As the Facilities are acquired and constructed, the District shall (when required by Section 3.02 of the Development Agreement) convey the same to the City (except for storm water detention facilities, channels, and parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will (when required by Section 3.02 of the Development

Agreement) accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and (when required by Section 3.02 of the Development Agreement) accept the same once the defects have been corrected.

2.04 Operation by the City. Following acceptance of the Facilities, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels, or parks located within the District.

2.05 Road Facilities. The City and the District acknowledge and agree that the public roads within the District will be constructed in substantially similar final form as shown on Exhibit B attached hereto.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service to the District. The Parties acknowledge that the City is proceeding with the design and construction of its "East Water Plant," which is planned to be operational in the first quarter of 2028 ("Water Plant Project"). Upon completion of such East Water Plant, the City shall have sufficient water capacity in such regional plant to serve up to 310 equivalent single-family connections ("ESFCs") within the District, which capacity shall be reserved in the City's water system to solely serve development within the District provided the District has funded its pro-rata share of the East Water Plant as provided herein.

3.02. Design and Construction of East Water Plant.

(a) Estimate Cost of East Water Plant. The initial estimated costs of the Water Plant Project as prepared by the Project Engineer (defined below) are shown on **Exhibit E** attached hereto.

(b) Pro-Rata Shares. The Parties agree to the "Water Plant Pro Rata Shares" of the costs of the East Water Plant as shown in the table below. The Parties shall have reserved capacity to serve development within their respective boundaries in the projected amounts shown in the below chart. The Parties agree that the ultimate calculation of the Water Plant Pro Rata Shares shall be determined upon final platting of the Tract, which may result in changes to the projected Pro Rata Shares described below.

Party	Pro Rata Share of Shared Project Costs	Approximate ESFCs (based on 350 gpd)	Reserved Capacity
District	26.79%	310	108,500 GPD
City	28.26%	327	114,450GPD
MUD 98/Coogan Tract	44.94%	520	182,000 GPD
Total	**100%**	**1,157**	**404,950GPD**

(c) Project Administration. The Parties agree that the City shall serve as administrator of the Water Plant Project ("Project Administrator"). The Parties acknowledge that the City, as Project Administrator, shall have authority to handle all aspects of the design, bidding and construction of the Water Plant Project and shall not be required to seek approval from the District for any action undertaken in the design, bidding and/or construction of the Water Plant Project. However, the City, as Project Administrator, shall provide project administration reports, as described herein, to the District each month.

(d) Project Engineer. The Parties hereby agree that ADICO Consulting Engineers, LLC shall serve as "Project Engineer." The City, as Project Administrator, shall require the Project Engineer to design the Water Plant Project in accordance with sound engineering principles and in conformance with the requirements of all governmental entities with jurisdiction.

(e) Construction. The City, as Project Administrator, shall advertise for competitive bids the contract for the construction of the Water Plant Project in full compliance with the competitive bidding requirements for construction projects applicable to the City. The Parties acknowledge and agree that the construction contract shall be in the name of the City, and the City, as Project Administrator, shall be responsible for having the construction performed in a good and workmanlike manner and in accordance with the approved plans and specifications and all applicable regulatory requirements. The City, as Project Administrator, shall administer the construction contract, including review and approval of all appropriate pay applications and change orders, for the Water Plant Project in accordance with all applicable regulatory

requirements and based on the recommendations of the Project Engineer. The City, as Project Administrator, shall cause the construction of the Water Plant Project to be supervised by the Project Engineer.

(f) Schedule. The Parties acknowledge that the City has already engaged the Project Engineer to design the Water Plant Project. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall diligently pursue the Water Plant Project to completion.

(g) Ownership and Operation of East Water Plant. Upon final completion of the Water Plant Project, the City shall be the sole legal owner of the East Water Plant and shall bear all responsibility for the operation and maintenance of same, including any necessary repairs or rehabilitation. The District shall have beneficial rights to its Water Plant Pro Rata Share of the reserved capacity as provided in this Agreement. The City agrees to operate and maintain the East Water Plant in good and workmanlike condition for the benefit of the Parties.

3.03 Financing, Accounting, and Records.

(a) Project Account. The City shall establish the "Water Plant Project Account" with respect to the deposits and payments to be made by the Parties pursuant to this Article III related to the Water Plant Project. Said account and the funds therein shall be kept separate and apart from all other accounts and funds of the City. All funds of the Parties to pay Water Plant Project costs shall be deposited into and paid from the Water Plant Project Account.

(b) Initial Deposit for Design Costs. The Parties agree to deposit into the Water Plant Project Account the full amount of each Party's estimated Water Plant Pro Rata Share of the design portion of the costs of the Water Plant Project in the amounts shown under "Engineering Share" of **Exhibit E** within 60 days of the Effective Date.

(c) Deposit for Construction Costs. Promptly upon receipt of bids for construction of the Water Plant Project, the City, as Project Administrator, shall provide written notice to the Parties, including a tabulation of all bid results, and specifying the identified contractor and the contract price. The Parties agree to deposit additional funds for their respective Water Plant Pro Rata Shares of the contract price with the City within 45 calendar days of receipt of the bid tabulation. The City, as Project Administrator, agrees to deposit such funds into the Water Plant Project Account.

(d) Administration of the Water Plant Project Account. As Project Administrator, the City shall utilize funds in the Water Plant Project Account only for the

payment of costs of the Water Plant Project. Such funds shall be invested and continuously secured in the manner required by the laws of the State of Texas applicable to the City, as such laws exist now or may be amended. The interest accruing on, and any profits realized or losses incurred from investing funds in the Water Plant Project Account shall be allocated to each Party based upon its Water Plant Pro Rata Share.

(e) Water Plant Project Account Records. The City shall maintain books of records and accounts in which full, true, and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the design and construction of the Water Plant Project and the payment of costs of same according to each Party's Water Plant Pro Rata Share.

(f) Water Plant Project Administration Report. The City shall provide, monthly, a written report briefly summarizing costs of the Water Plant Project for the month and general progress on the project during the month. The District shall have the right to request, at any time, more detail about the information contained in the report, and the City agrees to provide the information promptly if such information is readily ascertainable. If such information is not readily ascertainable, the City will so inform the District and shall provide the information as soon as it becomes readily ascertainable.

(g) Final Accounting of Water Plant Project Account. Within 120 days after final completion of the Water Plant Project, and provided that the City has determined that all costs of such expansion have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Water Plant Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Water Plant Pro Rata Share, revised as necessary consistent with Section 3.02(b) above. If the total Water Plant Project costs exceed the amount deposited in the Water Plant Project Account, the City shall promptly invoice the Parties for the Water Plant Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days of receipt. Upon payment of any final amounts due under this section, the City shall close the Water Plant Project Account. If any Party discovers any inaccuracy in the administration of the Water Plant Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Water Plant Project Account, unless otherwise agreed to in writing by the Parties.

3.04. Rates. The City shall bill and collect from customers of the Water Facilities and shall from time to time fix such rates and charges for such customers of the Water Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Water Facilities will be equal and uniform to those charged other similar classifications of users in the City. All revenues from the Water Facilities shall belong exclusively to the City.

3.05. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide water service to individual customers. The City may impose tap fees for connecting to the Water Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.06. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's Water Facilities, provided that this provision shall not be interpreted to alter the District's obligation to pay its Water Plant Pro Rata Share.

3.07. Offsite Easements and Fee Parcels. Notwithstanding anything to the contrary contained herein, the District agrees that it will acquire, at Developer's cost and with Developer's approval, any offsite easements or fee parcels necessary or desirable for the location of water lines to connect the City's Water Facilities. The Parties agree that the City shall have no responsibility as it relates to any real property acquisition efforts. Additionally, the City agrees to allow District to design and construct any Offsite Water Trunklines (as defined below) within City right-of-way.

3.08. Water Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fees to the City.

3.09. Points of Connection. The number and location of the points of connection between the City's Water Facilities and the Facilities are shown on **Exhibit C** attached hereto. The District hereby agrees that it will design and construct the addition of necessary water lines to connect to the City's Water Facilities (the "Offsite Water Trunklines") at no cost to the City.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater collection and treatment system that can adequately provide wastewater treatment service to the District. The Parties acknowledge that the City is proceeding with the design and construction of an expansion to its "Southwest Wastewater Treatment Plant," which is planned to be operational by April 1, 2028 ("Wastewater Plant Expansion"). Upon completion of such Wastewater Plant Expansion, the City shall have sufficient wastewater capacity in its regional system to serve up to 310 equivalent single-family connections ("ESFCs") within the District, which capacity shall be reserved in the City's wastewater system to solely serve development within the District provided the District has funded its pro-rata share of the Wastewater Plant Expansion as provided herein.

4.02. Design and Construction of Wastewater Plant Expansion.

(a) Estimate Cost of Wastewater Plant Expansion. The initial estimated costs of the Wastewater Plant Expansion as prepared by the Project Engineer (defined below) are shown on **Exhibit F** attached hereto.

(b) Pro-Rata Shares. The Parties agree to the "Wastewater Plant Pro Rata Shares" of the costs of the Wastewater Plant Expansion as shown in the table below. The Parties shall have reserved capacity to serve development within their respective boundaries in the projected amounts shown in the below chart. The Parties agree that the ultimate calculation of the Wastewater Plant Pro Rata Shares shall be determined upon final platting of the Tract, which may result in changes to the projected Wastewater Plant Pro Rata Shares described below.

Party	**Pro Rata Share of Shared Project Costs**	**Approximate ESFCs (based on 250 gpd)**	**Reserved Capacity**
District	19.38%	310	77,500 GPD
City	48.13%	770	192,500 GPD
MUD 98/Coogan Tract	32.5%	520	130,000 GPD
Total	**100%**	**1,600**	**400,000 GPD**

(c) Project Administration. The Parties agree that the City shall serve as Project Administrator. The Parties acknowledge that the City, as Project Administrator, shall have authority to handle all aspects of the design, bidding and construction of the Wastewater Plant Expansion and shall not be required to seek approval from the District for any action undertaken in the design, bidding and/or construction of the Wastewater Plant Expansion. However,

the City, as Project Administrator, shall provide project administration reports, as described herein, to the District each month.

(d) Project Engineer. The Parties hereby agree that ADICO Consulting Engineers, LLC shall serve as Project Engineer. The City, as Project Administrator, shall require the Project Engineer to design the Wastewater Plant Expansion in accordance with sound engineering principles and in conformance with the requirements of all governmental entities with jurisdiction.

(e) Construction. The City, as Project Administrator, shall advertise for competitive bids the contract for the construction of the Wastewater Plant Expansion in full compliance with the competitive bidding requirements for construction projects applicable to the City. The Parties acknowledge and agree that the construction contract shall be in the name of the City, and the City, as Project Administrator, shall be responsible for having the construction performed in a good and workmanlike manner and in accordance with the approved plans and specifications and all applicable regulatory requirements. The City, as Project Administrator, shall administer the construction contract, including review and approval of all appropriate pay applications and change orders, for the Wastewater Plant Expansion in accordance with all applicable regulatory requirements and based on the recommendations of the Project Engineer. The City, as Project Administrator, shall cause the construction of the Wastewater Plant Expansion to be supervised by the Project Engineer.

(f) Schedule. The Parties acknowledge that the City has already engaged the Project Engineer to design the Wastewater Plant Expansion. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall diligently pursue construction of the Wastewater Plant Expansion to completion.

(g) Ownership and Operation of Wastewater Plant Expansion. Upon final completion of the Wastewater Plant Expansion, the City shall be the sole legal owner of the plant and shall bear all responsibility for the operation and maintenance of same, including any necessary repairs or rehabilitation. The District shall have beneficial rights to its Wastewater Plant Pro Rata Share of the reserved capacity as provided in this Agreement. The City agrees to operate and maintain the Wastewater Plant Expansion in good and workmanlike condition for the benefit of the Parties.

4.03. Financing, Accounting, and Records.

(a) Project Account. The City shall establish the "Wastewater Plant Project Account" with respect to the deposits and payments to be made by the Parties

pursuant to this Article IV related to the Wastewater Treatment Plant Expansion. Said account and the funds therein shall be kept separate and apart from all other accounts and funds of the City. All funds of the Parties to pay Wastewater Treatment Plant Expansion costs shall be deposited into and paid from the Project Account.

(b) Initial Deposit for Design Costs. The Parties agree to deposit into the Wastewater Plant Project Account the full amount of each Party's estimated Wastewater Plant Pro Rata Share of the design portion of the costs of the Wastewater Plant Expansion in the amounts shown under "Engineering Share" of **Exhibit F** within 60 days of the Effective Date.

(c) Deposit for Construction Costs. Promptly upon receipt of bids for a for construction of the Wastewater Plant Expansion, the City, as Project Administrator, shall provide written notice to the Parties, including a tabulation of all bid results, and specifying the identified contractor and the contract price. The Parties agree to deposit additional funds for their respective Wastewater Plant Pro Rata Shares of the contract price with the City within 45 calendar days of receipt of the bid tabulation. The City, as Project Administrator, agrees to deposit such funds into the Wastewater Plant Project Account.

(d) Administration of the Wastewater Plant Project Account. As Project Administrator, the City shall utilize funds in the Wastewater Plant Project Account only for the payment of costs of the Wastewater Plant Expansion. Such funds shall be invested and continuously secured in the manner required by the laws of the State of Texas applicable to the City, as such laws exist now or may be amended. The interest accruing on, and any profits realized or losses incurred from investing funds in the Wastewater Plant Project Account shall be allocated to each Party based upon its Wastewater Plant Pro Rata Share.

(e) Wastewater Plant Project Account Records. The City shall maintain books of records and accounts in which full, true, and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the design and construction of the Wastewater Plant Expansion and the payment of costs of same according to each Party's Wastewater Plant Pro Rata Share.

(f) Wastewater Plant Expansion Administration Report. The City shall provide, monthly, a written report briefly summarizing costs of the Wastewater Plant Expansion for the month and general progress on the project during the month. The District shall have the right to request, at any time, more detail about the information contained in the report, and the City agrees to provide the

information promptly if such information is readily ascertainable. If such information is not readily ascertainable, the City will so inform the District and shall provide the information as soon as it becomes readily ascertainable.

(g) Final Accounting of Wastewater Plant Project Account. Within 120 days after final completion of the Wastewater Plant Expansion, and provided that the City has determined that all costs of such expansion have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Wastewater Plant Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Wastewater Plant Pro Rata Share of Project Costs, revised as necessary consistent with Section 4.02(b) above. If the total Project Costs exceeds the amount deposited in the Wastewater Plant Project Account, the City shall promptly invoice the Parties for the Wastewater Plant Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days or receipt. Upon payment of any final amounts due under this section, the City shall close the Wastewater Plant Project Account. If any Party discovers any inaccuracy in the administration of the Wastewater Plant Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Wastewater Plant Project Account, unless otherwise agreed to in writing by the Parties.

4.04. Hold and Haul. If the Wastewater Plant Expansion is not completed prior to the District requiring sanitary sewer services, and if the City is unable to provide the Interim Wastewater Capacity described in Section 4.10 below, the District will be entitled to perform interim waste disposal service known as "Hold and Haul" at the District Expense.

4.05. Rates. The City shall bill and collect from customers of Wastewater Facilities, and shall from time to time fix such rates and charges for such customers as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by Wastewater Facilities will be equal and uniform to those charged other similar classifications of users in all areas of the City. All revenues from the Wastewater Facilities shall belong exclusively to the City.

4.06. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums

charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.07. Wastewater Connections. The District may construct multiple connections between the Wastewater Facilities and the District's wastewater treatment system, the location(s) of which shall be mutually agreed upon by the District and the City engineer, as shown on **Exhibit D** attached hereto (the "Wastewater Points of Connection"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Connection. The District and the City shall cooperate on timing of the construction and location of the Wastewater Points of Connection. To the extent additional infrastructure is required to connect the Facilities to the City's Wastewater Facilities, the District shall be responsible for the design of such infrastructure, as well as any costs incurred by the City for the applicable construction.

4.08. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's Wastewater Facilities, provided that this provision shall not be interpreted to alter the District's obligation to finance the District's pro rata share of the Wastewater Treatment Plant Expansion.

4.09. Wastewater Impact Fees. In consideration of the District's financing its pro rata share of the Wastewater Treatment Plant Expansion to provide sanitary sewer service to the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

(a) Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas. The District shall not be authorized to sell Bonds until it has provided the City with a certified copy of the Texas Commission on Environmental Quality order approving the Bond issue.

(b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax,

provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed $1.50 per $100 in valuation.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities (including the Water Plant Project and Wastewater Plant Expansion), and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing for developer's operating advances, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

5.03. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities.

5.04. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
DISSOLUTION OF THE DISTRICT

6.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 95% of the District's Facilities have been developed; and

2. The costs of the Facilities (including the Wastewater Plant Expansion) have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

6.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VII
REMEDIES IN EVENT OF DEFAULT

7.01 Default by Either Party. The Parties hereto expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the nonbreaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled, but not limited, to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party. In the event that a Party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching Party shall be required to pay for the non-breaching Party's attorneys fees and court costs.

7.02 Notice of Default. The non-breaching Party shall notify the other Party in writing of an alleged failure to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Party shall, within thirty (30) days after receipt of such notice or such longer period of time as may be included in the notice, either cure such alleged failure or, in a written response to the non-breaching party, 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 VIII
MISCELLANEOUS PROVISIONS

8.01. Assumption by the District. Developer covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement within forty-five (45)

days of the District's confirmation election. However, if the District fails to execute this Agreement within the forty-five (45) days of its confirmation election, or in the event that the District has not been created by March 1, 2027, either Developer or City may terminate this Agreement upon ten (10) days' written notice to the other party. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required herein, then Developer shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Tract until the failure has been cured.

8.02. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits.

8.03. Force Majeure. In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

8.04. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

8.05. Address and Notice. 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 email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For

the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony, Texas 3144 Meridiana Parkway Iowa Colony, Texas 77583 Attn: Tarron Richardson, PhD
Developer:	Colony Retreat LLC 1717 St. James Pl., Suite 105 Houston, Texas 77056 Attn: Srinivasa Gogineni Srinig@avanicommunities.com
District:	Brazoria County Municipal Utility District No. ## c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

8.06. Assignability. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the Tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 8.06, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and

such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

8.07. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

8.08. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

8.09. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

8.10. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the City Consent Resolution between the City and the District. If any provisions of the City Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the City Consent Resolution.

8.11. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

8.12. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

8.13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

8.14 No Allocation Agreement. The Parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either

the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the Parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be terminated, and the Parties agree to enter into such subsequent agreement(s) as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each Party agrees to cooperate with the other to implement the intent of this paragraph.

8.15 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the date hereof (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District. Further, a Developer or the City may terminate this Agreement in the event that the Texas Commission on Environmental Quality does not adopt an order consenting to the creation of the District on or before December 31, 2026.

8.16 Statutory Verifications. The Developer makes the following verifications in this section:

a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

b. No Boycott of Firearms. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

c. Chapter 2252, Texas Government Code. The Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i)

engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

d. Form 1295. The Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20__.

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

COLONY RETREAT LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Pursuant to Section 9.01 hereof, the District has executed the Agreement.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. ##

By: _____
Name: _____
Title: President, Board of Directors
Date: _____

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. ##, on behalf of said entity.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

(SEAL)

Exhibit A

District Boundaries

H.T. & B.R.R. CO. SURVEY
SECTION 60
A/K/A/
W.H. DENNIS SURVEY
ABSTRACT No. 517

H.T. & B.R.R. CO. SURVEY
SECTION 55
ABSTRACT No. 286

LEGEND

- GATE
- GUARD RAIL
- GUY-WIRE
- LIGHT POLE
- MAIL BOX
- PULL BOX
- POST
- PIPELINE MARKER
- POWER POLE
- PIPELINE VENT
- PEDESTAL
- TELEPHONE CABLE MARKER
- TELEPHONE PEDESTAL
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- TOP BANK
- OHE OVERHEAD ELECTRIC
- GUARDRAIL

SCALE: 1"=100'

FND OTHER" 1/2 BOLT
P.O.B.
FND 1/2" IR
COUNTY ROAD 57 (CALLED 50' WIDE)
N87°29'18"E 314.68'
18" RCP
GUY WIRE AT 635.11'
FND 1/2" IR(CM)
AT 25.00'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
PP W/STREET LIGHT
ABANDONED WATER WELL
DILAPITATED HOG WIRE
FENCE 14.5' INSIDE
ZONE X
ZONE X (SHADED)
ZONE AE
N02°49'38"W 660.11'
BARBED AND DILAPITATED HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED FIVE (5) ACRES, MORE OR LESS BETTIE D. HURLOCK TO COLONY RETREAT LLC FILED DECEMBER 12, 2017 DOC. NO. 2017061356 B.C.O.P.R. DESCRIBED IN VOL. 323 PG. 172 & VOL. 29 PG. 637 B.C.D.R.
CALLED 5.00 ACRES GISELA JOHANNA MANNING, INDEPENDENT EXECUTRIX TO ANTONIO DELEON, ET UX FILED SEPTEMBER 28, 1992 DOCUMENT NO. 1992030949 B.C.O.P.R.
APPROXIMATE IOWA COLONY CITY LINE
N87°29'18"E 329.87'
(S)
(CM)
FND 3/4" IP
FENCE 37.6' INSIDE
BARBED AND DILAPITATED HOG WIRE
S02°32'20"E 1338.33'
CALLED 6.9856 ACRES, MORE OR LESS GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 29, 2013 DOC. NO. 1999031626 B.C.O.P.R.
5.9353 ACRES GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 9, 1999 DOC. NO. 1999031626 B.C.O.P.R.
LOT 3 MATA SUBDIVISION FILED APRIL 26, 2011 DOC. NO. 2011016393 B.C.M.R.
ARRELL PROPERTIES LLC FILM CODE NO. 202402793S B.C.M.R.
FND 5/8" IR W/CAP (UNREADABLE) BRS. N 16° E, 2.9'
FND 1" IP
AT 25.00'
N87°30'16"E 659.26' (CALL 659.72')
N:13,729,133.17
E:3,109,994.30
S02°49'29"E 41.77'
(CALL 41.67')
N87°29'18"E 660.05' (CALL 659.69')
FND 1/2" IP
AT 41.44'
FND 1/2" IP
BARBED AND HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
AT 4.52'
FND 5/8 IR(CM)
AT 2.61'
FND 3/8" IR(CM)
N02°49'38"W 330.35' (CALL 330.74')
CALLED 6.667 ACRES GMAC MORTGAGE CORPORATION OF IOWA TO LARRY W. SINCLAIR, ET UX MARCH 30, 1990 DOC. NO. 1990009103 B.C.O.P.R.
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
ENTERPRISE GAS
PST RAILROAD TIE
CALLED 6.088 ACRES (TRACT I) BARBARA ANN JOE TO TRACY JOE FILED JULY 20, 2023 DOC. NO. 2023033896 B.C.O.P.R.
CALLED 6.088 ACRE TRACT IV 2021 ACTION 2.478 ACRES
TEST LED ENTERPRISE PIPELINE
30" WIDE EASEMENT HOUSTON PIPELINE COMPANY VOL. 529, PG. 564 B.C.O.R.
50' WIDE PERMANENT RIGHT OF WAY TENN GAS CO. INC VOL. 1119, PG. 739 B.C.O.R.
ZONE AE
ZONE X (SHADED)
BARBED WIRE
ENTERPRISE GAS
CALLED 4.8791 ACRES MARK PETER CUDD, ADMINISTRATRIX TO MONA PARKS, ET AL FILED MAY 6, 2016 DOCUMENT NO. 2016020895 B.C.O.P.R.
N87°27'40"E 666.94' (CALL 666.98')
HOUSTON PIPELINE
HOUSTON PIPELINE CHAIN LINK
FND 1/2" IP
CALLED 10.000 ACRES E.E. ARENSBERG, II TO CHOUSAN CHIO, ET UX MARCH 28, 1980 VOL. 1504, PG. 638 B.C.O.P.R.
MOHAMMAD & DELOWAR AZIZ FILE NO. 2016051177 B.C.O.P.R.
CALLED 2.501 ACRES JOE C. CALVIN, TRUSTEE TO BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER FIVE DECEMBER 27, 1990 VOL. 863 PG. 615 B.C.O.R.
ABANDONED WATER WELL
30" CMP
PP ABANDONED
GRAVEL DRIVE
FND 5/8" IR
FND MAG" NAIL
(NO IMPROVEMENTS FOUND) SURFACE VALVE EASEMENT ALL AMERICAN PIPELINE COMPANY VOL. 605, PG. 45 B.C.O.P.R.
W/METER
VAULT COMMUNICATION FRONTIER 3FT X 2FT
BARBED WIRE
RESIDUE OF A CALLED 20.00 ACRES TRACT JIMMY JAMES RUSHING, ET AL TO GR-M1, LTD DOCUMENT NO. 2006032291 B.C.O.P.R.
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
DRAINAGE DITCH
FENCE 6.3' INSIDE
CHAIN LINK
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
CALLED 4.614 ACRES (TRACT 87) A.G. GROUCH TO CHARLES ALLAN CLARK, ET UX MAY 26, 1981 DOC. NO. 1981015495 B.C.O.P.R.
MERIDIANA DETENTION RESERVES F & G FINAL PLAT FILED APRIL 30, 2020 DOC. NO. 2020021534 B.C.M.R.
N02°49'53"W 1691.07' (CALL 1,690.56)
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
APPROXIMATE IOWA COLONY CITY LINE
104.08 ACRES
(4,533,702 SQUARE FEET)
CALLED 99.324 ACRES BETTIE D. HURLOCK LONG, ET VIR TO COLONY RETREAT LLC NOVEMBER 17, 2017 DOC. NO. 2017061355 B.C.O.P.R.
12" H.D.P.E.
S02°49'56"E 1295.65' (CALL 1,294.87')
COLONY WEST SECTION II SUBDIVISION (UNRECORDED)
RAILROAD TIE
FND 1/2" IR
CALLED 2.115 ACRES (TRACT 88) JESSICA F. TREMBATH TO JAYSON E TREMBATH OCTOBER 2, 2012 DOC. NO. 2012049935 B.C.O.P.R.
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 3.903 ACRES (TRACT 89) REED REALTY, INC. TO JERRY ALAN TREMBATH, ET UX APRIL 12, 1979 DOC. NO. 1979011684 B.C.O.P.R.
ZONE X
ZONE X (SHADED)
ZONE AE
CALLED 1.18 ACRES, (TRACT II) ROBERT JOSEPH DURHAM TO MARCIA Z JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
CALLED 2.83 ACRES, (TRACT I) ROBERT JOSEPH DURHAM TO MARCIA Z. JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
FENCE 50.0' INSIDE
CONCRETE SLOPE PAVING
DRAINAGE DITCH
BARBED WIRE
AT 2,584.02'
FENCE 5.8' OUTSIDE
STONE GUARD
FND 1/2"IR (LEANING)
TOP CMP 42IN
FND 1/2" IR (CM)
ZONE AE (FLOODWAY)
CALLED 6.06 ACRES CHOCOLATE BAYOU WATER COMPANY TO GULF COAST WATER AUTHORITY FILED JULY 17, 2007 DOC. NO. 2007047929' B.C.O.P.R. FURTHER DESCRIBED IN VOL. 261 PG. 461 B.C.D.R.
FENCE 8.5' INSIDE
CHAIN LINK
S87°21'35"W 2624.02' (CALL 2,623.52')
CALLED 37.02 ACRES MEAH MINI, LLC FILE NO. 2018045191 B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
RESTRICTED RESERVE "A" IOWA COLONY PARK FILE NO. 2011041117 B.C.O.P.R.
CALLED 2.807 ACRES JAMES P. CONN FILE NO. 1998009833 B.C.O.P.R.
FND 1/2" IR

DESCRIPTION OF 104.08 ACRES

Being 104.08 acres (4,533,702 square feet) of land situated in Section 55 of the H.T. & B.R.R. Co. Survey, Abstract Number 286, Brazoria County, Texas, being all of a called 99.324 acre tract conveyed to Colony Retreat LLC by Bettie D. Hurlock Long, by deed filed December 12, 2017 and recorded under Document Number 2017061355 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), and being all of a called Five (5) acres, more or less, conveyed to Colony Retreat LLC by Bettie D. Hurlock by deed filed December 12, 2017 and recorded under Document Number 2017061356, B.C.O.P.R., said 104.08 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (NA 2011) Epoch 2010);

BEGINNING at a point for corner in the centerline of County Road 57, called 50 feet wide, same being the apparent north line of said Abstract Number 286, same being the apparent south line of the W.H. Dennis Survey, Abstract Number 517, Brazoria County, Texas, also known as Section 60 of the H.T. & B.R.R. Co. Survey, for the northwest corner of said called Five (5) acres tract, same being the most northerly northwest corner of the herein described tract, and same being the northeast corner of a called 5.00 acres tract conveyed to Antonio De Leon, et ux by Gisela Johanna Manning, Independent Executrix of the estate of Donald G. Manning, Deceased, by deed filed September 28, 1992 and recorded under Document Number 1992030949, B.C.O.P.R.;

Thence, North 87° 29' 18" East with the centerline of said County Road 57, same being north line of said called Five (5) acres tract, same being the north line of the herein described tract, same being the apparent common line of said Abstract Number 286 and said Abstract Number 517, a distance of 314.68 feet to a point for corner for the northeast corner of said called Five (5) acres tract, same being the most northerly northeast corner of the herein described tract;

Thence, South 02° 32' 20" East with the east line of said called Five (5) acres tract, and in part with an east interior line of said called 99.324 acres tract, common to the west line of a called 4.8791 acre tract conveyed to Mona Parks, et al by Mary Peter Cudd, Administratrix of the Estate of Robert Howard Parks, Jr., Deceased, by deed filed May 6, 2016 and recorded under Document Number 2016020895, B.C.O.P.R., same being an east interior line of the herein described tract, at 25.00 feet a 1/2 inch iron rod, found, in the south right of way line of said County Road 57, for the northwest corner of said called 4.8791 acre tract, in all a total distance of 1,338.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of said called 4.8791 acre tract, same being the east interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 27' 40" East with the south lines of said called 4.8791 acres tract, a called 10.000 acre tract conveyed to Chousan Chio, et ux by E.E. Arensberg, II, by deed executed March 28, 1980 and recorded under Volume 1504, Page 638 of the Deed Records of Brazoria County, Texas (B.C.O.R.), common to an east interior line of said called 99.324 acres tract, same being an east interior line of the herein described tract, at 331.72 feet a 5/8 inch iron rod, found, for the south common corner of said called 4.8791 acres tract and said called 10.000 acre tract, in all a total distance of 666.94 feet (call 666.98 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 10.000 acre tract, same being the east exterior corner of said called 99.324 acres tract and the herein described tract, said point lying in the west line of a called 2.501 acre tract, more or less, conveyed to Brazoria County Drainage District Number Five (Iowa Colony) by Joe C. Calvin, Trustee, by deed executed December 27, 1990 and recorded under Volume 863, Page 615, B.C.O.R.;

Thence, South 02° 49' 56" East with the west lines of said called 2.501 acre tract, a called 4.614 acres tract, known as Tract 87 of Colony West Section II, an unrecorded Subdivision, conveyed to Charles Allan Clark, et ux by A.G. Grouch by deed executed May 26, 1981 and recorded under Document Number 1981015495, B.C.O.P.R., a called 2.115 acres tract, known as Tract 88 of Colony West Section II, an unrecorded Subdivision, conveyed to Jayson E. Trembath by Jessica F. Trembath by deed executed October 2, 2012 and recorded under Document Number 2012049935, B.C.O.P.R., a called 3.903 acres, known as Tract 89 of Colony West Section II, an unrecorded Subdivision, conveyed to Jerry Alan Trembath, et ux by Reed Realty, Inc. by deed executed April 12, 1979 and recorded under Document Number 1979011684, B.C.O.P.R., same being the east line of said called 99.324 acres tract and the herein described tract, a distance of 1,295.65 feet (call 1,294.87 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 99.324 acres tract, same being the southeast corner of the herein described tract, and same being the northeast corner of a called 6.06 acres tract conveyed to Gulf Coast Water Authority by Chocolate Bayou Water Company by deed filed July 17, 2007 and recorded under Document Number 2007047929, B.C.O.P.R., further described in Volume 261, Page 461, B.C.D.R.;

Thence, South 87° 21' 35" West with the north line of said called 6.06 acres tract same being the south line of said called 99.324 acres tract and the herein described tract, at 2,584.02 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, in the west right of way line of County Road 48, called 80 feet wide, in all a total distance of 2,624.02 feet (call 2,623.52 feet) to a point for corner for the southwest corner of said called 99.324 acres tract, same being the southwest corner of the herein described tract, same being the southeast corner of a called 2.81 acre tract conveyed to Bessie L. Jennings by U.S. Bank National Association, as Trustee, et al by deed filed January 30, 2013 and recorded under Document Number 2013004848, B.C.O.P.R., said point lying in the centerline of said County Road 48;

Thence, North 02° 49' 53" West with the centerline of said County Road 48, same being the east lines of said called 2.81 acre tract, a called 2.83 acres tract, called Tract I and a called 1.18 acres tract, called Tract II conveyed to Marcia z. Jerez, et vir by deed filed June 27, 2005 and recorded under Document Number 2005036070, B.C.O.P.R., Final Plat of Meridiana Detention Reserves F & G, a Subdivision of record, filed April 30, 2020 and recorded under Document Number 2020021534 of the Map Record of Brazoria County, Texas (B.C.M.R.), a residue of a called 20.00 acres tract conveyed to GR-M1, LTD by Jimmy James Rushing, et al by deed filed June 5, 2006 and recorded under Document Number 2006032291, B.C.O.P.R., a called 6.088 acres tract, called Tract I, and a called 0.579 acre tract, called Tract II conveyed to Tracy Joe by Barbara Ann Joe by deed filed July 20, 2023 and recorded under Document Number 2023033896, B.C.O.P.R., a called 6.667 acres tract conveyed to Larry W. Sinclair, et ux by GMAC Mortgage Corporation of Iowa by deed executed March 30, 1990 and recorded under Document Number 1990009103, B.C.O.R., same being the west line of said called 99.324 acres tract and the herein described tract, a distance of 1,691.07 feet (call 1,690.56 feet) to a point for corner, for the southwest corner of Lot 3 of Mata Subdivision, a subdivision of record under Document Number 2011016393, B.C.M.R., same being the northwest exterior common corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 30' 16" East with the south line of said Lot 3 of Mata Subdivision, same being the northwesterly interior line of said called 99.324 acres tract and the herein described tract, at 40.00 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY"set in the west right of way line of said County Road 48, from this point a 5/8 inch iron rod with cap (Unreadable), found, bears North 16° East, 2.9 feet, in all a total distance of 659.26 feet (call 659.72 feet) to a 1/2 inch iron pipe, found, for the southeast corner of said Lot 3 of Mata Subdivision, said point lying in the west line of a called 5.9353 acre tract conveyed to Rosa Maria Flores by Gisela G. Manning, Trustee of the Gisela G. Manning Living Trust by deed filed April 29, 2013 and recorded under Document Number 2013019730, B.C.O.P.R.;

Thence, South 02° 49' 29" East with the west line of said called 5.9353 acre tract, and continuing with the northwesterly interior line of said 99.324 acres tract and the herein described tract, at 41.44 feet a 1/2 inch iron pipe, found on line, in all a total distance of 41.77 feet (call 41.67 feet) to a point for corner for the southeast corner of said called 5.9353 acre tract;

Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly interior line of said called 99.324 acres tract and the herein described tract, 660.05 feet (call 659.69 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 6.9856 acres tract, more or less, same being a northwesterly interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 02° 49' 38" West with the east line of said called 6.9856 acres tract, same being a northerly westerly interior line of said called 99.324 acres tract and the herein described tract, at 2.61 feet a 3/8 inch iron rod, found, at 4.52 feet a 5/8 inch iron rod, found, in all a total distance of 330.35 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of the aforementioned called 5.00 acres tract;

Thence, North 87° 29' 18" East with the south line of said called 5.00 acres tract, same being the north line of said called 99.324 acres tract ,same being a northerly interior line of the herein described tract, a distance of 329.87 feet to a 3/4 inch iron pipe, found, for the south common corner of said called 5.00 acres tract and the aforementioned called Five (5) acres tract;

Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of said the aforementioned County Road 57, in all a total distance of 660.11 feet to the POINT OF BEGINNING and containing 104.08 acres (4,533,702 square feet) of land.

NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE (HORIZONTAL) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9998671397. All COORDINATES SHOWN HEREON ARE GRID.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF TEXAS.
3. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. HOU-2025-00019-1 WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2025 AND ISSUED FEBRUARY 27, 2025 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. SEE SCHEDULE B NOTES BELOW.
4. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS ZONE AE (FOODWAY), ZONE AE, ZONE X (SHADED), AND ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 48039C0110K, EFFECTIVE DATE OF JUNE 5, 1989 AND REVISED DATE OF DECEMBER 30, 2020, FOR COMMUNITY NOS. 481077, IN BRAZORIA COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
6. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT SHOWN HEREON.
7. THE PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 48, & COUNTY ROAD 57, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.
8. THERE WAS NO OBSERVED PARKING SPACES ON THE PROPERTY..
9. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
10. CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY HAVE NOT BEEN PROVIDED TO THE SURVEYOR.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
12. THERE WAS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE WERE NO OBSERVED CEMETERIES, BURIAL GROUNDS, AND/OR GRAVES AFFECTING THE PROPERTY.
14. PORTIONS OF THE 104.08 ACRE TRACT, SHOWN HEREON, ARE WITHIN THE CITY OF IOWA COLONY LIMITS, SUBJECT TO IOWA COLONY ZONING ORDINANCE NO. 2006-15, PASSED NOVEMBER 20, 2006.

THE FOLOWING ITEMS WERE LISTED IN SCHEDULE "B" OF THE ABOVE REFERENCES TITLE COMMITMENT:

ITEM 10 (G.) EASEMENT AND RIGHT OF WAY, GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 564 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (H.) TERMS, CONDITIONS AND PROVISIONS OF THAT RIGHT OF WAY AGREEMENT GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1119, PAGE 739 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (I.) EASEMENT AND ASSIGNMENT, AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 1465, PAGE 207 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

ITEM 10 (J.) EASEMENT AND RIGHT OF WAY, GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 600, PAGE 809 AND AMENDED BY VOLUME (88) 605, PAGE 49 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (K.) SURFACE EASEMENT (VALVE), GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 605 PAGE 45 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (L.) TERMS, CONDITIONS AND PROVISIONS OF THAT MEMORANDUM OF GEOPHYSICAL OPTION AGREEMENT, RECORDED UNDER CLERK'S FILE NO. 98-045075 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

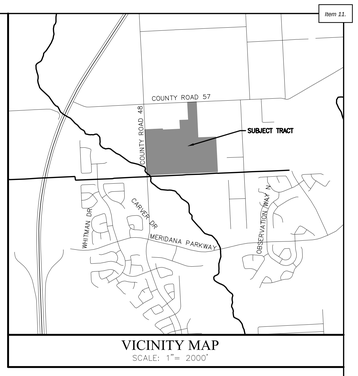
ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (N.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1707, PAGE 506 AND VOLUME 1710, PAGE 535 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECT SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (O.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1712, PAGE 901 AND VOLUME 1712, PAGE 903 , BOTH OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (P.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME (88) 557, PAGE 589 AND VOLUME (88) 557, PAGE 593 , BOTH OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (Q.) MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1422, PAGE 842 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)



VICINITY MAP
SCALE: 1" = 2000'

SURVEYOR'S CERTIFICATE:

To Colony Retreat LLC, KB Home Lone Star Inc, A Texas Corporation, Aqu Title, LLC as Agent for Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6 (a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed in March 2025.

04/11/2025

Date: 04/11/2025

STATE OF TEXAS REGISTERED JAMES N. CHILTON 7088 PROFESSIONAL LAND SURVEYOR

ABBREVIATIONS:

B.C.D.R.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.M.R.	MAP RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT

IRONS

(S)	SET 5/8" IRON ROD WITH CAP "LJA SURVEY"
(CM)	CONTROLLING MONUMENT
BRS.	BEARS
I.R.	IRON ROD
I.P.	IRON PIPE

ALTA/NSPS LAND TITLE SURVEY OF 104.08 ACRES

IN THE H.T.&B.R.R. CO. SURVEY SECTION 55, A-286 BRAZORIA COUNTY, TEXAS

APRIL 2025 JOB NO. 1750-9000

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

J:\Survey\Projects\LJA9000\1750\9000.06 CAD\Working Files\Base Files\Iowa Colony 104.08 AC ALTA.dwg, 4/11/2025

Exhibit B

Road Facilities

EXHIBIT B

CEDAR RAPIDS PKWY. (PROPOSED 120' R.O.W.)

SH 288

LIFT STATION
± 0.1 Ac.

CenterPoint Energy Easement

A-08
PARK
± 0.7 Ac.

A-09
PARK
± 1.2 Ac.

A-01
REC CENTER
±3.7 Ac.

A-02
40' X 120'
58 LOTS
±10.8 Ac.

A-10
PARK
± 0.3 Ac.

A-11
PARK
± 0.6 Ac.

Pipeline Easement

Pipeline Easement

IOWA COLONY BLVD. (PROPOSED 120' R.O.W.)

A-07
50' X 120'
72 LOTS
±16.0 Ac.

A-06
DET
± 15.4 Ac.

A-03
50' X 120'
86 LOTS
±19.3 Ac.

A-04
60' X 120'
26 LOTS
±7.4 Ac.

A-05
60' X 120'
51 LOTS
±14.4 Ac.

Existing Drainage Ditch

FUTURE CITY PARK

MERIDIANA

DISCOVERY DR.

PURITAN WAY / 524

MERIDIANA

NOTES:

- THE CURRENT CONCEPTUAL DEVELOPMENT PLAN AND INTERNAL ROAD LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE. APPROXIMATE CONNECTION POINTS TO IOWA COLONY BOULEVARD AND CEDAR RAPIDS PARKWAY ARE SHOWN FOR CONNECTIVITY PURPOSES.

- A ROUNDABOUT PROPOSED AT THE NOTED LOCATION WILL SERVE AS TWO POINTS OF INGRESS AND EGRESS TO THE SOUTHEAST QUADRANT OF THE PROPOSED DEVELOPMENT (A-03, A-04, AND A-05).

LJA

± 104.0 Ac. COLONY RETREAT - CONCEPTUAL DEVELOPMENT PLAN

LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

P:\01 Planning\00-New Projects\±105 Ac. Iowa Colony tract\03-Concept Plan

N

0 100 200 400

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purposes. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

Exhibit C

Water Points of Connection

EXHIBIT C

OFFSITE WATER TRUNKLINES

AUGUST 2026

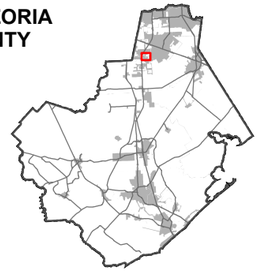
LEGEND

- TRACT BOUNDARY
- EXISTING SANITARY SEWER
- EXISTING WATERLINE
- PROPOSED SANITARY SEWER EXTENSION
- PROPOSED WATERLINE EXTENSION

N
W E
S

0 375 750 1,500 FEET

BRAZORIA COUNTY



AERIAL PHOTOGRAPH DATE: NEARMAP 2026

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

LJA
3600 W Sam Houston Parkway S Suite 600
Houston, Texas 77042
Phone 713.953.5200
LJA.com

Path: T:\0004\Discovery Items\Discovery Projects\Colony Retreat Water, Sanitary Sewer Exhibit\Colony Retreat Utilities.aprx

CEDAR RAPIDS PKWY
CR 57
W COLONY LOOP
SLEY BLVD
PILGRAM CIR
PURITAN WAY
288
ZUSE ST
ECKERT RD
ARBOR PARK DR
Proposed 8" sanitary sewer extension
BAY DR
PASTEUR LN
LISTER DR
DELTA DR
DISCOVERY DR
LAKE CT
WHITMAN DR
CARVER DR
JOYCE DR
Proposed 12" waterline extension
Point of Connection
Exist. Waterline
Exist. Sanitary sewer
SANGER WAY
PENN AVE
WRIGHT DR
QUAKER CT
HUDSON ST
OBSERVATION WAY N
MERIDIANA PKWY
TESLA DR
IOWA COLONY BLVD
HUBBLE DR
CASSINI DR
BENITO DR
EXPEDITION WAY
BROOK ST
GLENN WAY
SHACKLETON CT
SNELL WAY

Exhibit D

Wastewater Points of Connection

EXHIBIT D

WASTEWATER POINTS OF CONNECTION

LEGEND

- TRACT BOUNDARY
- EXISTING SANITARY SEWER
- EXISTING WATERLINE
- PROPOSED SANITARY SEWER EXTENSION
- PROPOSED WATERLINE EXTENSION

N
W E
S

0 375 750 1,500 FEET

BRAZORIA COUNTY



AERIAL PHOTOGRAPH DATE: NEARMAP 2026

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

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Path: T:\0004\Discovery Items\Discovery Projects\Colony Retreat Water, Sanitary Sewer Exhibit\Colony Retreat Utilities.aprx

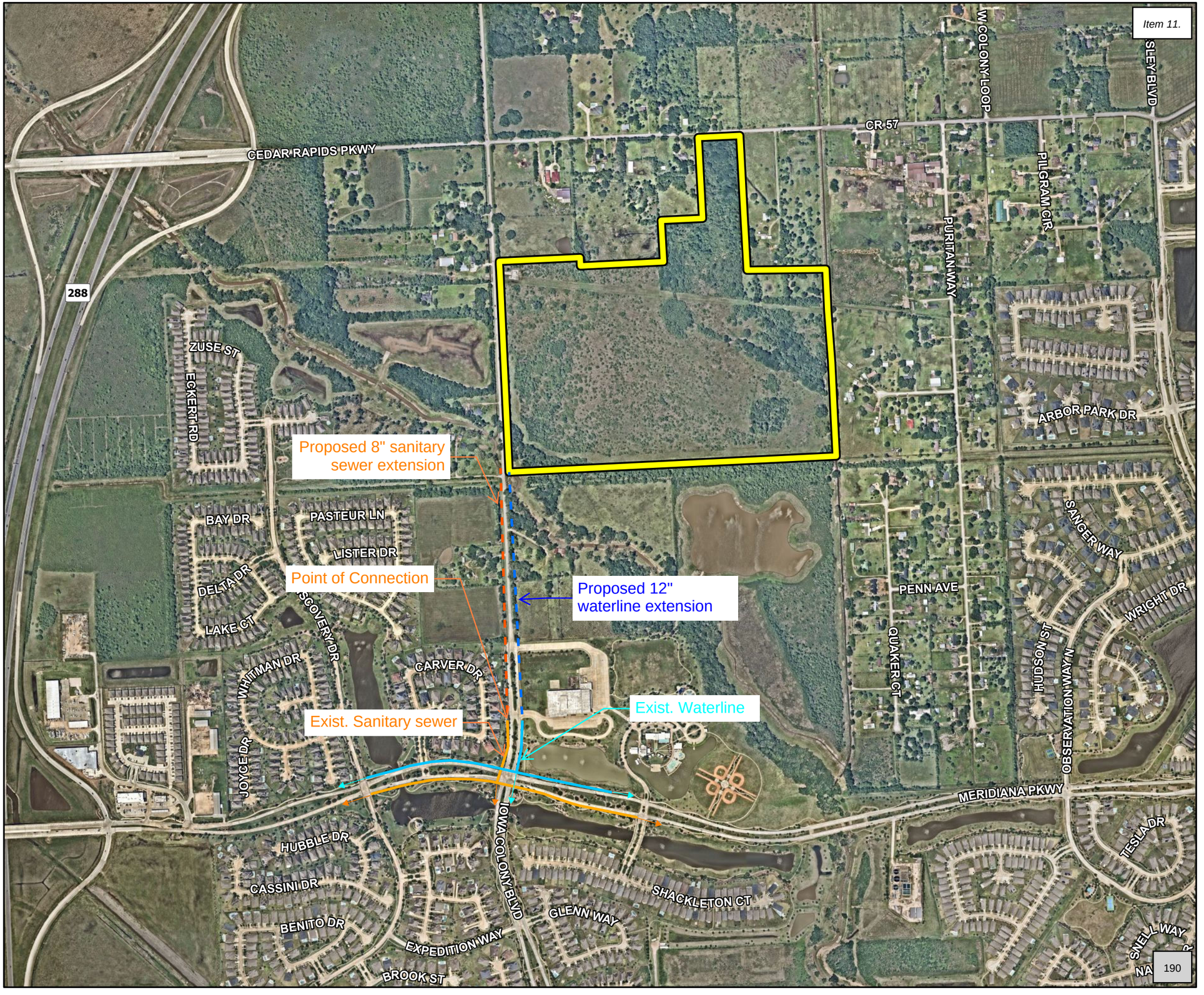


Exhibit E

Estimated Costs of Water Plant Project

COST SHARE ALLOCATION - WATER PRODUCTION PLANT

1.00 MGD Regional East Water Production Plant

Allocation is pro rata on reserved capacity (LUE) per the 'Capacity Allocation' tab.

ALLOCATION PERCENTAGES (from Capacity Allocation tab)					
	Reserved capacity (LUE)	**1,157**	**327**	**520**	**310**
	Cost share percentage	**100.00%**	**28.26%**	**44.94%**	**26.79%**

Ref.	Cost Component	Total Project Cost	City of Iowa Colony	Coogan Tract	Colony Retreat
1	Estimated construction cost (2026 dollars)	$3,750,000	$1,059,853	$1,685,393	$1,004,754
2	Construction contingency	$562,500	$158,978	$252,809	$150,713
3	Escalation to midpoint of construction	-	-	-	-
4	Engineering - design and bid phase	$273,600	$77,327	$122,966	$73,307
5	Construction phase services and inspection	$86,400	$24,419	$38,831	$23,150
6	Geotechnical, surveying and materials testing	$50,000	$14,131	$22,472	$13,397
7	Permitting	$10,000	$2,826	$4,494	$2,679
8	Land acquisition	-	-	-	-
9	Legal, fiscal and administrative	-	-	-	-
	TOTAL PROJECT COST OBLIGATION	**$4,732,500**	**$1,337,535**	**$2,126,966**	**$1,267,999**

UNIT COST OF PARTICIPATION					
	Share of total project cost (%)	**100.00%**	28.26%	44.94%	26.79%
	Reserved capacity (LUE)	**1,157**	327	520	310
	Capital cost per reserved LUE	**$4,090**	$4,090	$4,090	$4,090

Exhibit F

Estimated Costs of Wastewater Plant Expansion

COST SHARE ALLOCATION - WASTEWATER TREATMENT PLANT

0.40 MGD SWWWTP Regional Wastewater Treatment Plant

Allocation is pro rata on reserved capacity (LUE) per the 'Capacity Allocation' tab.

ALLOCATION PERCENTAGES (from Capacity Allocation tab)					
	Reserved capacity (LUE)	**1,600**	**770**	**520**	**310**
	Cost share percentage	**100.00%**	**48.13%**	**32.50%**	**19.38%**

Ref.	Cost Component	Total Project Cost	City of Iowa Colony	Coogan Tract	Colony Retreat
1	Estimated construction cost (2026 dollars)	$8,800,000	$4,235,000	$2,860,000	$1,705,000
2	Construction contingency	$1,320,000	$635,250	$429,000	$255,750
3	Escalation to midpoint of construction	-	-	-	-
4	Engineering - design and bid phase	$618,750	$297,773	$201,094	$119,883
5	Construction phase services and inspection	$206,250	$99,258	$67,031	$39,961
6	Geotechnical, surveying and materials testing	$75,000	$36,094	$24,375	$14,531
7	Permitting	$10,000	$4,813	$3,250	$1,938
8	Land acquisition	-	-	-	-
9	Legal, fiscal and administrative	-	-	-	-
	TOTAL PROJECT COST OBLIGATION	**$11,030,000**	**$5,308,188**	**$3,584,750**	**$2,137,063**

UNIT COST OF PARTICIPATION					
	Share of total project cost (%)	**100.00%**	48.13%	32.50%	19.38%
	Reserved capacity (LUE)	**1,600**	770	520	310
	Capital cost per reserved LUE	**$6,894**	$6,894	$6,894	$6,894

Exhibit E

Annexation Petition

PETITION FOR ANNEXATION
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned, Colony Retreat LLC, a Texas limited liability company, or its successor or assigns (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 104 acres currently partially located within the City's extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. The Petitioner hereby certifies that it will be, upon its purchase of the Land, the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that will own the Land or have an ownership interest in any part of the Land upon Petitioner's purchase of the Land. The Petitioner acknowledges the City has offered a development agreement and the Petitioner has entered into a development agreement with the City.

4. This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioner's successors and assigns.

5. This Petition is irrevocable.

Respectfully submitted this _____ day of _____, 202_, but effective as of the date described above.

COLONY RETREAT LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of COLONY RETREAT LLC a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

H.T. & B.R.R. CO. SURVEY
SECTION 60
A/K/A/
W.H. DENNIS SURVEY
ABSTRACT No. 517

H.T. & B.R.R. CO. SURVEY
SECTION 55
ABSTRACT No. 286

LEGEND

- GATE
- GUARD RAIL
- GUY-WIRE
- LIGHT POLE
- MAIL BOX
- PULL BOX
- POST
- PIPELINE MARKER
- POWER POLE
- PIPELINE VENT
- PEDESTAL
- TELEPHONE CABLE MARKER
- TELEPHONE PEDESTAL
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- TOP BANK
- OHE — OVERHEAD ELECTRIC
- GUARDRAIL

SCALE: 1"=100'

FND OTHER" 1/2 BOLT
P.O.B.
FND 1/2" IR
COUNTY ROAD 57 (CALLED 50' WIDE)
N87°29'18"E 314.68'
18" RCP
GUY WIRE AT 635.11'
FND 1/2" IR(CM)
AT 25.00'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
PP W/STREET LIGHT
ABANDONED WATER WELL
DILAPITATED HOG WIRE
FENCE 14.5' INSIDE
ZONE X
ZONE X (SHADED)
ZONE AE
N02°49'38"W 660.11'
BARBED AND DILAPITATED HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED FIVE (5) ACRES, MORE OR LESS BETTIE D. HURLOCK TO COLONY RETREAT LLC FILED DECEMBER 12, 2017 DOC. NO. 2017061356 B.C.O.P.R. DESCRIBED IN VOL. 323 PG. 172 & VOL. 29 PG. 637 B.C.D.R.
CALLED 5.00 ACRES GISELA JOHANNA MANNING, INDEPENDENT EXECUTRIX TO ANTONIO DELEON, ET UX FILED SEPTEMBER 28, 1992 DOCUMENT NO. 1992030949 B.C.O.P.R.
APPROXIMATE IOWA COLONY CITY LINE
N87°29'18"E 329.87'
FND 3/4" IP
FENCE 37.6' INSIDE
S02°32'20"E 1338.33'
CALLED 6.9856 ACRES, MORE OR LESS GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 29, 2013 DOC. NO. 1990031626 B.C.O.P.R.
5.9353 ACRES GISELA G. MANNING, TRUSTEE TO ROSA MARIA FLORES FILED APRIL 29, 2013 DOC. NO. 2013019730 B.C.O.P.R.
N02°49'38"W 330.35' (CALL 330.74')
ARRELL PROPERTIES LLC FILM CODE NO. 202402793S B.C.M.R.
LOT 3 MATA SUBDIVISION FILED APRIL 26, 2011 DOC. NO. 2011016393 B.C.M.R.
FND 5/8" IR W/CAP (UNREADABLE) BRS. N 16° E, 2.9'
FND 1" IP
AT 25.00'
N87°30'16"E 659.26' (CALL 659.72')
N:13,729,133.17
E:3,109,994.30
S02°49'29"E 41.77' (CALL 41.67')
N87°29'18"E 660.05' (CALL 659.69')
FND 1/2" IP
AT 41.44'
FND 1/2" IP
AT 4.52'
FND 5/8 IR(CM)
AT 2.61'
FND 3/8" IR(CM)
BARBED AND HOG WIRE
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 6.667 ACRES GMAC MORTGAGE CORPORATION OF IOWA TO LARRY W. SINCLAIR, ET UX MARCH 30, 1990 DOC. NO. 1990009103 B.C.O.P.R.
ETC GAS
ENTERPRISE GAS
PST RAILROAD TIE
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
30' WIDE EASEMENT HOUSTON PIPELINE COMPANY VOL. 529, PG. 564 B.C.O.R.
ENTERPRISE GAS
TEST LED ENTERPRISE PIPELINE
CALLED 6.088 ACRES (TRACT I) BARBARA ANN JOE TO TRACY JOE FILED JULY 20, 2023 DOC. NO. 2023033896 B.C.O.P.R.
CALLED 6.088 ACRE TRACT (1) BK 6,079 PG 0086
COUNTY ROAD 748 (CALLED 80' WIDE)
50' WIDE PERMANENT RIGHT OF WAY TENN GAS CO. INC VOL. 1119, PG. 739 B.C.D.R.
ENTERPRISE GAS
30" CMP
PP ABANDONED
ABANDONED WATER WELL
GRAVEL DRIVE
FND 5/8" IR
FND MAG" NAIL
(NO IMPROVEMENTS FOUND) SURFACE VALVE EASEMENT ALL AMERICAN PIPELINE COMPANY VOL. 605, PG. 45 B.C.O.P.R.
W/METER
30" CMP
RESIDUE OF A CALLED 20.00 ACRES TRACT JIMMY JAMES RUSHING, ET AL TO GR-M1, LTD DOCUMENT NO. 2006032291 B.C.O.P.R.
VAULT COMMUNICATION FRONTIER 3FT X 2FT
BARBED WIRE
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
DRAINAGE DITCH
MERIDIANA DETENTION RESERVES F & G FINAL PLAT FILED APRIL 30, 2020 DOC. NO. 2020021534 B.C.M.R.
PP ABANDONED
30" CMP
GRAVEL DRIVE
30" CMP
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
N02°49'53"W 1691.07' (CALL 1,690.56)
CALLED 1.18 ACRES, (TRACT II) ROBERT JOSEPH DURHAM TO MARCIA Z JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
CALLED 2.83 ACRES, (TRACT I) ROBERT JOSEPH DURHAM TO MARCIA Z. JEREZ, ET VIR FILED JUNE 27, 2005 DOC. NO. 2005036070 B.C.O.P.R.
FND 1/2" IR W/CAP "R.STROUD RPLS 2112"
FENCE 50.0' INSIDE
CONCRETE SLOPE PAVING
DRAINAGE DITCH
BARBED WIRE
AT 2,584.02'
FENCE 5.8' OUTSIDE
STONE GUARD
FND 1/2"IR (LEANING)
TOP CMP 42IN
STONE GUARD
TOP CMP 42IN
FND 1/2" IR (CM)
CALLED 2.81 ACRES U.S. BANK NATIONAL ASSOCIATION TO BESSIE L. JENNINGS FILED JANUARY 30, 2013 DOC. NO. 2013004848 B.C.O.P.R.
ZONE AE (FLOODWAY)
APPROXIMATE IOWA COLONY CITY LINE
CALLED 4.8791 ACRES MARK PETER CUDD, ADMINISTRATRIX TO MONA PARKS, ET AL FILED MAY 6, 2016 DOCUMENT NO. 2016020895 B.C.O.P.R.
BARBED WIRE
N87°27'40"E 666.94' (CALL 666.98')
HOUSTON PIPELINE
HOUSTON PIPELINE CHAIN LINK
ENTERPRISE GAS
FND 1/2" IP
AT 331.72'
FND 5/8" IR(CM)
FENCE 6.3' INSIDE
CHAIN LINK
(NO IMPROVEMENTS FOUND) 50' WIDE PERMANENT RIGHT OF WAY ALL AMERICAN PIPELINE COMPANY VOL. 600, PG. 809, B.C.O.P.R. DESCRIBED IN VOL. 605, PG. 49 B.C.O.P.R.
CALLED 10.000 ACRES E.E. ARENSBERG, II TO CHOUSAN CHIO, ET UX MARCH 28, 1980 VOL. 1504, PG. 638 B.C.O.P.R.
MOHAMMAD & DELOWAR AZIZ FILE NO. 2016051177 B.C.O.P.R.
CALLED 2.501 ACRES JOE C. CALVIN, TRUSTEE TO BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER FIVE DECEMBER 27, 1990 VOL. 863 PG. 615 B.C.D.R.
CALLED 4.614 ACRES (TRACT 87) A.G. GROUCH TO CHARLES ALLAN CLARK, ET UX MAY 26, 1981 DOC. NO. 1981015495 B.C.O.P.R.
COLONY WEST SECTION II SUBDIVISION (UNRECORDED)
S02°49'56"E 1295.65' (CALL 1,294.87')
12" H.D.P.E.
12" H.D.P.E.
RAILROAD TIE
FND 1/2" IR
CALLED 2.115 ACRES (TRACT 88) JESSICA F. TREMBATH TO JAYSON E TREMBATH OCTOBER 2, 2012 DOC. NO. 2012049935 B.C.O.P.R.
BARBED WIRE FENCE MEANDERS PROPERTY LINE
CALLED 3.903 ACRES (TRACT 89) REED REALTY, INC. TO JERRY ALAN TREMBATH, ET UX APRIL 12, 1979 DOC. NO. 1979011684 B.C.O.P.R.
ZONE X
ZONE X (SHADED)
ZONE AE
CALLED 6.06 ACRES CHOCOLATE BAYOU WATER COMPANY TO GULF COAST WATER AUTHORITY FILED JULY 17, 2007 DOC. NO. 2007047929' B.C.O.P.R. FURTHER DESCRIBED IN VOL. 261 PG. 461 B.C.D.R.
FENCE 8.5' INSIDE
CHAIN LINK
S87°21'35"W 2624.02' (CALL 2,623.52')
CALLED 37.02 ACRES MEAH MINI, LLC FILE NO. 2018045191 B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
RESTRICTED RESERVE "A" IOWA COLONY PARK FILE NO. 2011041117 B.C.O.P.R.
FND 5/8"IR W/CAP "WILSON SURVEY GROUP"
CALLED 2.807 ACRES JAMES P. CONN FILE NO. 1998009833 B.C.O.P.R.
FND 1/2" IR

104.08 ACRES
(4,533,702 SQUARE FEET)

CALLED 99.324 ACRES
BETTIE D. HURLOCK LONG, ET VIR
TO
COLONY RETREAT LLC
NOVEMBER 17, 2017
DOC. NO. 2017061355
B.C.O.P.R.

DESCRIPTION OF 104.08 ACRES

Being 104.08 acres (4,533,702 square feet) of land situated in Section 55 of the H.T. & B.R.R. Co. Survey, Abstract Number 286, Brazoria County, Texas, being all of a called 99.324 acre tract conveyed to Colony Retreat LLC by Bettie D. Hurlock Long, by deed filed December 12, 2017 and recorded under Document Number 2017061355 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), and being all of a called Five (5) acres, more or less, conveyed to Colony Retreat LLC by Bettie D. Hurlock by deed filed December 12, 2017 and recorded under Document Number 2017061356, B.C.O.P.R., said 104.08 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (NA 2011) Epoch 2010);

BEGINNING at a point for corner in the centerline of County Road 57, called 50 feet wide, same being the apparent north line of said Abstract Number 286, same being the apparent south line of the W.H. Dennis Survey, Abstract Number 517, Brazoria County, Texas, also known as Section 60 of the H.T. & B.R.R. Co. Survey, for the northwest corner of said called Five (5) acres tract, same being the most northerly northwest corner of the herein described tract, and same being the northeast corner of a called 5.00 acres tract conveyed to Antonio De Leon, et ux by Gisela Johanna Manning, Independent Executrix of the estate of Donald G. Manning, Deceased, by deed filed September 28, 1992 and recorded under Document Number 1992030949, B.C.O.P.R.;

Thence, North 87° 29' 18" East with the centerline of said County Road 57, same being north line of said called Five (5) acres, same being the north line of the herein described tract, same being the apparent common line of said Abstract Number 286 and said Abstract Number 517, a distance of 314.68 feet to a point for corner for the northeast corner of said called Five (5) acres tract, same being the most northerly northeast corner of the herein described tract;

Thence, South 02° 32' 20" East with the east line of said called Five (5) acres tract, and in part with an east interior line of said called 99.324 acres tract, common to the west line of a called 4.8791 acre tract conveyed to Mona Parks, et al by Mary Peter Cudd, Administratrix of the Estate of Robert Howard Parks, Jr., Deceased, by deed filed May 6, 2016 and recorded under Document Number 2016020895, B.C.O.P.R., same being an east interior line of the herein described tract, at 25.00 feet a 1/2 inch iron rod, found, in the south right of way line of said County Road 57, for the northwest corner of said called 4.8791 acre tract, in all a total distance of 1,338.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of said called 4.8791 acre tract, same being the east interior corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 27' 40" East with the south lines of said called 4.8791 acres tract, a called 10.000 acre tract conveyed to Chousan Chio, et ux by E.E. Arensberg, II, by deed executed March 28, 1980 and recorded under Volume 1504, Page 638 of the Deed Records of Brazoria County, Texas (B.C.O.R.), common to an east interior line of said called 99.324 acres tract, same being an east interior line of the herein described tract, at 331.72 feet a 5/8 inch iron rod, found, for the south common corner of said called 4.8791 acres tract and said called 10.000 acre tract, in all a total distance of 666.94 feet (call 666.98 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 10.000 acre tract, same being the east exterior corner of said called 99.324 acres tract and the herein described tract, said point lying in the west line of a called 2.501 acre tract, more or less, conveyed to Brazoria County Drainage District Number Five (Iowa Colony) by Joe C. Calvin, Trustee, by deed executed December 27, 1990 and recorded under Volume 863, Page 615, B.C.O.R.;

Thence, South 02° 49' 56" East with the west lines of said called 2.501 acre tract, a called 4.614 acres tract, known as Tract 87 of Colony West Section II, an unrecorded Subdivision, conveyed to Charles Allan Clark, et ux by A.G. Grouch by deed executed May 26, 1981 and recorded under Document Number 1981015495, B.C.O.P.R., a called 2.115 acres tract, known as Tract 88 of Colony West Section II, an unrecorded Subdivision, conveyed to Jayson E. Trembath by Jessica F. Trembath by deed executed October 2, 2012 and recorded under Document Number 2012049935, B.C.O.P.R., a called 3.903 acres, known as Tract 89 of Colony West Section II, an unrecorded Subdivision, conveyed to Jerry Alan Trembath, et ux by Reed Realty, Inc. by deed executed April 12, 1979 and recorded under Document Number 1979011684, B.C.O.R., same being the east line of said called 99.324 acres tract and the herein described tract, a distance of 1,295.65 feet (call 1,294.87 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 99.324 acres tract, same being the southeast corner of the herein described tract, and same being the northeast corner of a called 6.06 acres tract conveyed to Gulf Coast Water Authority by Chocolate Bayou Water Company by deed filed July 17, 2007 and recorded under Document Number 2007047929, B.C.O.P.R., further described in Volume 261, Page 461, B.C.D.R.;

Thence, South 87° 21' 35" West with the north line of said called 6.06 acres tract same being the south line of said called 99.324 acres tract and the herein described tract, at 2,584.02 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, in the west right of way line of County Road 48, called 80 feet wide, in all a total distance of 2,624.02 feet (call 2,623.52 feet) to a point for corner for the southwest corner of said called 99.324 acres tract, same being the southwest corner of the herein described tract, same being the southeast corner of a called 2.81 acre tract conveyed to Bessie L. Jennings by U.S. Bank National Association, as Trustee, et al by deed filed January 30, 2013 and recorded under Document Number 2013004848, B.C.O.P.R., said point lying in the centerline of said County Road 48;

Thence, North 02° 49' 53" West with the centerline of said County Road 48, same being the east lines of said called 2.81 acre tract, a called 2.83 acres tract, called Tract I and a called 1.18 acres tract, called Tract II conveyed to Marcia z. Jerez, et vir by deed filed June 27, 2005 and recorded under Document Number 2005036070, B.C.O.P.R., Final Plat of Meridiana Detention Reserves F & G, a Subdivision of record, filed April 30, 2020 and recorded under Document Number 2020021534 of the Map Record of Brazoria County, Texas (B.C.M.R.), a residue of a called 20.00 acres tract conveyed to GR-M1, LTD by Jimmy James Rushing, et al by deed filed June 5, 2006 and recorded under Document Number 2006032291, B.C.O.P.R., a called 6.088 acres tract, called Tract I, and a called 0.579 acre tract, called Tract II conveyed to Tracy Joe by Barbara Ann Joe by deed filed July 20, 2023 and recorded under Document Number 2023033896, B.C.O.P.R., a called 6.667 acres tract conveyed to Larry W. Sinclair, et ux by GMAC Mortgage Corporation of Iowa by deed executed March 30, 1990 and recorded under Document Number 1990009103, B.C.O.P.R., same being the west line of said called 99.324 acres tract and the herein described tract, a distance of 1,691.07 feet (call 1,690.56 feet) to a point for corner, for the southwest corner of Lot 3 of Mata Subdivision, a subdivision of record under Document Number 2011016393, B.C.M.R., same being the northwest exterior common corner of said called 99.324 acres tract and the herein described tract;

Thence, North 87° 30' 16" East with the south line of said Lot 3 of Mata Subdivision, same being the northwesterly interior line of said called 99.324 acres tract and the herein described tract, at 40.00 feet a 5/8 inch iron rod with cap stamped "LJA SURVEY"set in the west right of way line of said County Road 48, from this point a 5/8 inch iron rod with cap (Unreadable), found, bears North 16° East, 2.9 feet, in all a total distance of 659.26 feet (call 659.72 feet) to a 1/2 inch iron pipe, found, for the southeast corner of said Lot 3 of Mata Subdivision, said point lying in the west line of a called 5.9353 acre tract conveyed to Rosa Maria Flores by Gisela G. Manning, Trustee of the Gisela G. Manning Living Trust by deed filed April 29, 2013 and recorded under Document Number 2013019730, B.C.O.P.R.;

Thence, South 02° 49' 29" East with the west line of said called 5.9353 acre tract, and continuing with the northwesterly interior line of said 99.324 acres tract and the herein described tract, at 41.44 feet a 1/2 inch iron pipe, found on line, in all a total distance of 41.77 feet (call 41.67 feet) to a point for corner for the southwest corner of said called 5.9353 acre tract;

Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly interior line of said called 99.324 acres tract and the herein described tract, 660.05 feet (call 659.69 feet) to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southeast corner of said called 6.9856 acres tract, more or less, same being a northwesterly interior corner of said called 99.324 acres tract and the herein described tract;

Thence, South 02° 49' 38" West with the east line of said called 6.9856 acres tract, same being a northerly west interior line of said called 99.324 acres tract and the herein described tract, at 2.61 feet a 3/8 inch iron rod, found, at 4.52 feet a 5/8 inch iron rod, found, in all a total distance of 330.35 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEY", set, for the southwest corner of the aforementioned called 5.00 acres tract;

Thence, North 87° 29' 18" East with the south line of said called 5.00 acres tract, same being the north line of said called 99.324 acres tract ,same being a northerly interior line of the herein described tract, a distance of 329.87 feet to a 3/4 inch iron pipe, found, for the south common corner of said called 5.00 acres tract and the aforementioned called Five (5) acres tract;

Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of said the aforementioned County Road 57, in all a total distance of 660.11 feet to the POINT OF BEGINNING and containing 104.08 acres (4,533,702 square feet) of land.

VICINITY MAP

SCALE: 1"= 2000'

COUNTY ROAD 57
COUNTY ROAD 48
SUBJECT TRACT
CARTER DR
MERIDIANA PARKWAY
WHITMAN DR
OBSERVATION PKWY N

NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE (HORIZONTAL) AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99988713?. All COORDINATES SHOWN HEREON ARE GRID.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF TEXAS.
3. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. HOU-2025-00019-1 WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2025 AND ISSUED FEBRUARY 27, 2025 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. SEE SCHEDULE B NOTES BELOW.
4. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS ZONE AE (FOODWAY), ZONE AE, ZONE X (SHADED), AND ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 48039C0110K, EFFECTIVE DATE OF JUNE 5, 1989 AND REVISED DATE OF DECEMBER 30, 2020, FOR COMMUNITY NOS. 481077, IN BRAZORIA COUNTY, STATE OF TEXAS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS SITUATED.
6. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT SHOWN HEREON.
7. THE PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 48, & COUNTY ROAD 57, ALL DEDICATED PUBLIC STREETS OR HIGHWAYS.
8. THERE WAS NO OBSERVED PARKING SPACES ON THE PROPERTY..
9. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
10. CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY HAVE NOT BEEN PROVIDED TO THE SURVEYOR.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
12. THERE WAS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE WERE NO OBSERVED CEMETERIES, BURIAL GROUNDS, AND/OR GRAVES AFFECTING THE PROPERTY.
14. PORTIONS OF THE 104.08 ACRE TRACT, SHOWN HEREON, ARE WITHIN THE CITY OF IOWA COLONY LIMITS, SUBJECT TO IOWA COLONY ZONING ORDINANCE NO. 2006-15, PASSED NOVEMBER 20, 2006.

THE FOLOWING ITEMS WERE LISTED IN SCHEDULE "B" OF THE ABOVE REFERENCES TITLE COMMITMENT:

ITEM 10 (G.) EASEMENT AND RIGHT OF WAY, GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 564 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (H.) TERMS, CONDITIONS AND PROVISIONS OF THAT RIGHT OF WAY AGREEMENT GRANTED TO HOUSTON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1119, PAGE 739 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON)

ITEM 10 (I.) EASEMENT AND ASSIGNMENT, AS SET FORTH BY INSTRUMENT RECORDED IN VOLUME 1465, PAGE 207 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT TRACT)

ITEM 10 (J.) EASEMENT AND RIGHT OF WAY, GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 600, PAGE 809 AND AMENDED BY VOLUME (88) 605, PAGE 49 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (K.) SURFACE EASEMENT (VALVE), GRANTED TO ALL AMERICAN PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME (88) 605 PAGE 45 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS SHOWN HEREON, NO IMPROVEMENTS FOUND, NO EVIDENCE OF A RELEASE, VACATION OR ABANDONMENT PROVIDED)

ITEM 10 (L.) TERMS, CONDITIONS AND PROVISIONS OF THAT MEMORANDUM OF GEOPHYSICAL OPTION AGREEMENT, RECORDED UNDER CLERK'S FILE NO. 98-045075 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (N.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1707, PAGE 506 AND VOLUME 1710, PAGE 535 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECT SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (O.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1712, PAGE 901 AND VOLUME 1712, PAGE 903 , BOTH OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (P.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME (88) 557, PAGE 589 AND VOLUME (88) 557, PAGE 593 , BOTH OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

ITEM 10 (Q.) MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 1422, PAGE 842 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

SURVEYOR'S CERTIFICATE:

To Colony Retreat LLC, KB Home Lone Star Inc, A Texas Corporation, Aqu Title, LLC as Agent for Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6 (a), 6(b), 7(a), 7(b)(1), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed in March 2025.

04/11/2025

Date: 04/11/2025

STATE OF TEXAS REGISTERED JAMES N. CHILTON 7088 PROFESSIONAL LAND SURVEYOR

ABBREVIATIONS:

B.C.D.R.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.M.R.	MAP RECORDS OF BRAZORIA COUNTY, TEXAS
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BRAZORIA COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT

IRONS

(S)	SET 5/8" IRON ROD WITH CAP "LJA SURVEY"
(CM)	CONTROLLING MONUMENT
BRS.	BEARS
I.R.	IRON ROD
I.P.	IRON PIPE

ALTA/NSPS LAND TITLE SURVEY OF 104.08 ACRES

IN THE H.T.&B.R.R. CO. SURVEY SECTION 55, A-286 BRAZORIA COUNTY, TEXAS

APRIL 2025 JOB NO. 1750-9000

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

J:\Survey\Projects\LJA9000\1750\9000.06 CAD\Working Files\Base Files\Iowa Colony 104.08 AC ALTA.dwg, 4/11/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND COLONY RETREAT LLC, SUBJECT TO APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD); WITH RELATED PROVISIONS

WHEREAS, Colony Retreat LLC proposes to develop approximately 104 acres of land located partially within the corporate limits and extraterritorial jurisdiction of the City of Iowa Colony, Texas; and

WHEREAS, the City and Colony Retreat LLC desire to enter into a Development Agreement, attached hereto and incorporated herein by reference, subject to City Council approval of the applicable Planned Unit Development (PUD);

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

SECTION 1. That the Development Agreement between the City of Iowa Colony and Colony Retreat LLC is hereby approved, subject to City Council approval of the applicable PUD ordinance.

SECTION 2. That the City Manager is authorized to execute the Development Agreement upon approval of the PUD ordinance, provided the Agreement is consistent with the approved PUD.

SECTION 3. That this resolution shall take effect immediately upon its passage.

SECTION 4. That it is officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THIS 19th DAY OF OCTOBER 2026.

CITY OF IOWA COLONY

_____

Wil Kennedy, Mayor

ATTEST:

_____

Kayleen Rosser, City Secretary

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: October 28, 2026

To: Planning and Zoning Members

Mayor Wil Kennedy, City Council Members

From: Dinh V. Ho, P.E.

RE: O'Reilly Auto Parts – Signage Variance – Project No. 8698

Staff's Summary and Recommendations

CC: Dr. Tarron Richardson, Natasha Brooks, Kayleen Rosser

Applicant: Apache Sign & Service, Inc., on behalf of O'Reilly Auto Enterprises, LLC

Property Address: 2038 Meridiana Parkway, Iowa Colony, TX

Zoning: Development Agreement

The applicant is requesting a variance from the City of Iowa Colony Sign Ordinance (Ordinance No. 2016-19, as amended; Chapter 30, Signs, of the Code of Ordinances) to allow:

1. A 5'-3" (63-inch) tall wall sign on the front building elevation, consisting of the O'Reilly cloud logo and "AUTO PARTS" channel letters (97.30 sq. ft.)

Staff Analysis:

Sign Ordinance No. 2016-19, as amended (Chapter 30, Code of Ordinances): Section 25, Wall Signs; Sec. 30-36, Variances

- Maximum Wall Sign Height (under 10,000 sq. ft.; building is 7,908 sq. ft.): 1½ in. per foot of wall height
- Building Wall Height: 22'-0" (sheets G1.1 and A5.2); maximum sign height: **33 inches**
- The requested 63-inch sign exceeds the maximum by 30 inches, approximately a 91% increase over permitted height.
- The stated hardship (building setback and parking area in front of the store) is typical of commercial pad sites along Meridiana Parkway.

Staff Recommendation:

Based on the variance criteria in Sec. 30-36 the wall sign standards in Section 25 of the Sign Ordinance (Ordinance No. 2016-19, as amended), staff recommends denial of the request for a 63-inch wall sign due to:

- Lack of demonstrated unique hardship; the claimed condition is consistent with the all commercial development along Meridiana Parkway.
- The requested sign height is a 91% increase over permitted height. This is a significant deviation from the wall sign height standard in Section 25 of the Sign Ordinance.

CITY OF IOWA COLONY

APPLICATION FOR VARIANCE REQUEST or APPEAL

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the www.iowacolonytx.gov for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is $1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): ____ ZONING ____ UDC ____ ZONING ORDINANCE X SIGN ORDINANCE ____ APPEAL

APPLICANT INFORMATION:

Name of Applicant: Apache Sign & Service, Inc

Address of Applicant: 1902 Karbach Bldg 1
Houston, TX 77092

Phone: [redacted]

Email: [redacted]

Name of Owner: O'Reilly Auto Enterprises, LLC

Address of Owner: 233 S Patterson Ave
Springfield, MO 65802

Phone: [redacted]

Email: awhite93@oreillyauto.com

PROPERTY INFORMATION:

Address of Subject Property: 2038 Meridiana Pkwy, Rosharon, TX 77583

Legal Description of Subject Property: A0288 H T & B R R TRACT 600B-601E ACRES 10.19

Brazoria County Tax No(s): CAD Account 02880011009

Current Zoning: _____

Water and Sanitary Serviced by: _____

Street Frontage Type (Circle One): Private or Public

FIRM Map Panel Number: _____

VARIANCE REQUST/APPEAL INFORMATION: *Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.*

List Ordinance or Code: _____

Request and reason: Requesting increase in sign height because of site-specific visibility hardship due to excessive building setback and intervening parking area. The sign is required to perform the same identification function as a sign on a building located much closer to the roadway, but this building is physically much farther away from the roadway.

~~List Ordinance or Code:~~

~~Request and reason:~~

List of supplemental documentation provided: Plan sheet C1.0

Planning Commission Date Requested: _____

City Council Date Requested: _____

Requestor Signature or Owner and Date: [signature] 9.16.2026

FOR CITY USE ONLY: Application Received By: Rachel Patterson Date Received: 9-30-26

Planning Commission Date: _____

Fee Received: Check # [redacted]

City Council Date: _____

Notifications Required: [ ] Published Notice [ ] Public Hearing

Date Approved or Denied: _____

[ ] Posting on Property *(applicant responsibility)* [ ] Personal Notice

Project No.: 8698

[ ] Written Notice of Decision

City of Iowa Colony
Sign Application

Address: 3144 Meridiana Pkwy. Iowa Colony TX 77583 Phone: 346-395-4528 Fax: 281-369-0005

Date: 9/19/26

Sign Owner: O'Reilly Auto Parts

Email: [redacted] Telephone: [redacted]

Owner Address: 233 S. Patterson Avenue City: Springfield State: MO

Sign Location: 2038 Meridiana Pkwy Riverstone, TX 77583

Type of Sign: (Select all that apply)

- ☐ Freestanding
- ☐ Monument
- ☐ Temporary Freestanding
- ☐ Temporary Freestanding - Special Activity
- ☑ Wall Sign (A)
- ☐ Window / Door Sign
- ☐ Stake Sign
- ☐ Wind Device Sign
- ☐ Flag / Flagpole
- ☐ Electronic

Size of Sign – Height 5'3 Width 28'9

Valuation of Sign: $ 7,235

Materials Used: Aluminum, poly, vinyl, LED's, power supplies

Contractor: Apache Sign & Service Inc

Phone Number: [redacted] Email: [redacted]

Contractor Address: 1902 Kolbeck Bldg 1 Houston, TX 77092

Please Note:

- **All signs are to be 10 feet from HL&P power lines (right of ways).**
- **All plans and drawings must be checked by permit clerk or city planner before permit can be purchased.**
- **All plans must be in compliance with Ordinance 2016-19**

I, John McCoy the owner, of the above documented sign, have been given a copy of the Sign Ordinance providing rules and regulations regarding signs. I have read said Ordinance and will comply to the requirements. If I do not, I will be cited for violations of said Ordinance by the Building Inspector or designated representative of the City of Iowa Colony, Texas.

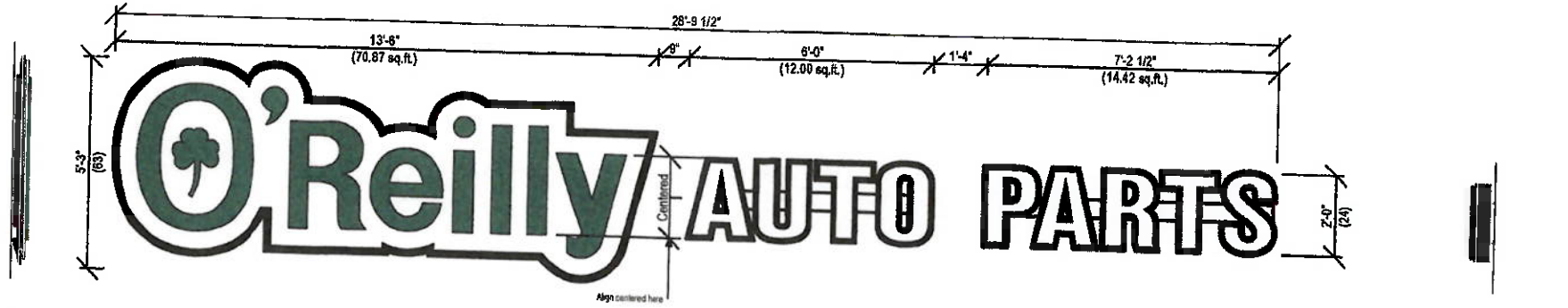
_____
Signature of Owner

Approved: _____ Denied: _____ Date: _____

(A)

GRAPHICS PROVI
CONTRACTOR'S C
CONSTRUCTION C
AND ROUGH-IN EL
REFER TO A2.1 FC

(C) REQUIRED GOVEF
SIGNAGE TO BE P



Side View "O'Reilly"

Front View
Scale 1/4 " = 1'-0"

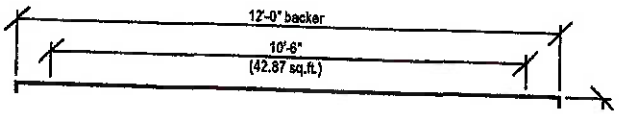
Part# 63/24-L-CldLogo&ChLtrs-WFC
97.30 sq. ft. (Combined Individual Components) 150.82 (Encompassed Rectangle)

Side View "AUTO PARTS"

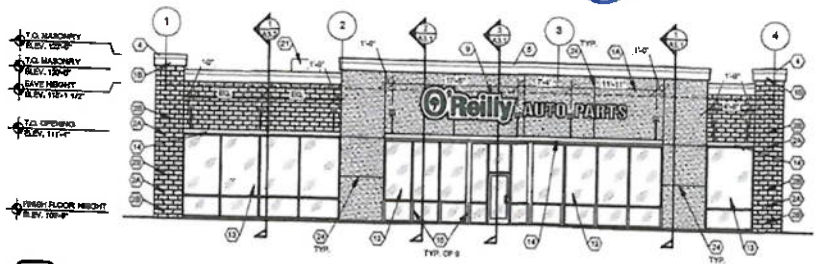
"O'Reilly" Cloud Logo with **"AP"** channel letters on 7" (h) x 1" (d) wireways. Raceways paint color: Match red stucco
"O'Reilly" Cloud Logo is formed polycarb with double embossment with 2nd surface painted graphics. Paint match to: Green (PMS# 342c), Black and White.
"AP" to have formed polycarb caps with 1/4 " letter "bumps". Black 5" aluminum coil returns. 2nd surface Black and White paint. WHITE LED illumination.

5 FRONT WALL SIGN ELEVATION

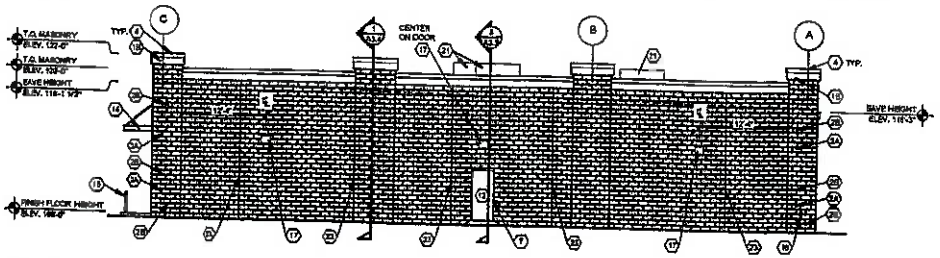
SG2.1 **SCALE: 1/4" = 1'-0"**



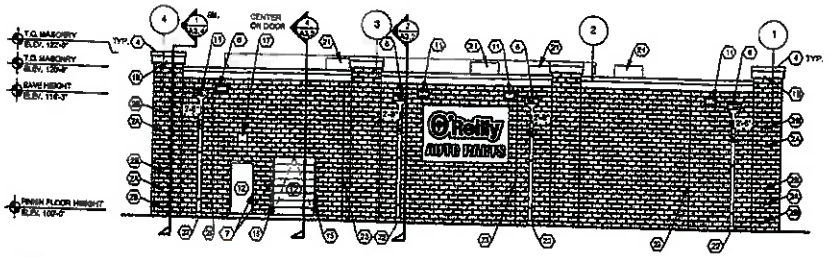
A



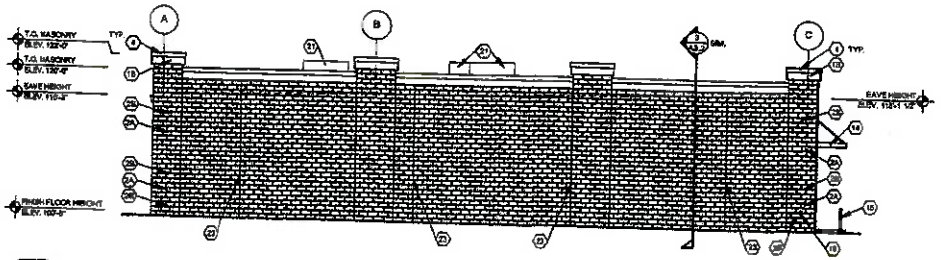
1 NORTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
A2.1



3 SOUTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
A2.1 SCALE: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE

PORTLAND CEMENT STUCCO
KEY NOTE NO. 1A:
MFG: STO SPECIFIED, EQUAL BY DRYVIT OR MASTER BUILDERS (NO SUBSTITUTES)
SERIES: STO PONDERWALL
TEXTURE: MEDIUM SAND
COLOR: STUCCO TO HAVE INTEGRAL COLOR MATCHING SHERWIN WILLIAMS "POSITIVE RED" SW6871 (SHER-CRYL) GLOSS

PORTLAND CEMENT STUCCO
KEY NOTE NO. 1B:
MFG: STO SPECIFIED, EQUAL BY DRYVIT OR MASTER BUILDERS (NO SUBSTITUTES)
SERIES: STO PONDERWALL
TEXTURE: MEDIUM SAND
COLOR: STUCCO TO HAVE INTEGRAL COLOR MATCHING SHERWIN WILLIAMS "SOFTER TAN" SW6141

CMU MASONRY
KEY NOTE NO. 2A:
TYPE: CONCRETE MASONRY UNIT (CMU)
MFG: (REFER TO PROJECT MANUAL)
SIZE: 8"X8"X16" (NOM.)
TEXTURE: SPLIT FACE
COURSING: RUNNING BOND
COLOR: UNIT TO HAVE INTEGRAL COLOR MATCHING SHERWIN WILLIAMS "SOFTER TAN" SW6141
NOTE: REFER TO "CONCRETE MASONRY UNIT SPECIAL SCHEDULE OF TREATMENTS" FOR ADDITIONAL REQUIREMENTS.

KEY NOTE NO. 2B:
TYPE: CONCRETE MASONRY UNIT (CMU)
MFG: (REFER TO PROJECT MANUAL)
SIZE: 8"X8"X16" (NOM.)
TEXTURE: SMOOTH FACE
COURSING: RUNNING BOND
COLOR: UNIT TO HAVE INTEGRAL COLOR MATCHING SHERWIN WILLIAMS "SOFTER TAN" SW6141
NOTE: REFER TO "CONCRETE MASONRY UNIT SPECIAL SCHEDULE OF TREATMENTS" FOR ADDITIONAL REQUIREMENTS.

FLASHING AND SHEET METAL
KEY NOTE NO. 3:
TYPE: STANDING SEAM ROOFING SYSTEM
MFG: (REFER TO PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS)
COLOR: GALVALUME

KEY NOTE NO. 4:
TYPE: CAP FLASHING AT MASONRY
MFG: (REFER TO PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS)
FINISH: PREFINISHED
COLOR: EQUAL TO BUTLER BUILDING "COOL BIRCH WHITE"

KEY NOTE NO. 5:
TYPE: CAP FLASHING AT STUCCO
MFG: (REFER TO PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS)
FINISH: FACTORY PRIMED AND FIELD PAINT
COLOR: SHERWIN WILLIAMS "POSITIVE RED" SW6871 (SHER-CRYL) GLOSS WITH SHERWIN WILLIAMS THREE COMPONENT (SW6100 / SW6100 / SW6100) CLEAR URETHANE

KEY NOTE NO. 6:
TYPE: PRE-ENGINEERED METAL BUILDING CONDUCTOR HEAD AND DOWNSPOUTS
MFG: (OWNER FURNISHED / CONTRACTOR INSTALLED)
FINISH: COLOR TO MATCH BUILDING MASONRY

DOORS AND WINDOWS
KEY NOTE NO. 12:
TYPE: STEEL DOORS AND FRAMES (DOORS NO. 2 AND 7)
MFG: (OWNER FURNISHED / CONTRACTOR INSTALLED)
FINISH: FACTORY PRIMED AND FIELD PAINTED
COLOR: SHERWIN WILLIAMS (MATCH ADJACENT MASONRY COLOR) (SEMI-GLOSS)

KEY NOTE NO. 13:
TYPE: STEEL DOORS AND FRAMES (DOORS NO. 3)
MFG: (REFER PROJECT MANUAL)
FINISH: FACTORY PRIMED AND FIELD PAINTED
COLOR: SHERWIN WILLIAMS (MATCH ADJACENT MASONRY COLOR) (SEMI-GLOSS)

KEY NOTE NO. 13:
TYPE: (REFER TO WINDOW SCHEDULE)
MFG: EFCO, KAWNEER, OR OLD CASTLE (VISTA WALL). (NO SUBSTITUTES)
COLOR: EFCO "IVY", KAWNEER "DARK IVY", VISTA WALL "INTERSTATE GREEN"

PRE-FABRICATED METAL CANOPY
KEY NOTE NO. 14:
TYPE: PRE-FABRICATED METAL CANOPY SYSTEM
MFG: (REFER PROJECT MANUAL SECTION 10 73 00)
FINISH: KYNAR FINISH
COLOR: (MATCH WINDOW SYSTEM)

PAINTING
KEY NOTE NO. 15:
TYPE: STEEL BOLLARDS (REFER TO CIVIL DRAWINGS)
FINISH: FIELD PRIMED AND PAINTED
COLOR: SHERWIN WILLIAMS "HUNT CLUB" SW6468 (SEMI-GLOSS)

CONCRETE MASONRY UNIT SPECIAL SCHEDULE OF TREATMENTS

GENERAL
1. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

2. MANUFACTURER: SHERWIN WILLIAMS SPECIFIED, EQUAL PRODUCTS BY PPG INDUSTRIES ACCEPTABLE (NO SUBSTITUTES).

3. APPLICATION: INSTALL PER MANUFACTURER'S RECOMMENDATIONS FOR PROJECT CONDITIONS. EACH COAT SPECIFIED SHALL BE SPRAY APPLIED AND BACK ROLLED. COVERAGE THICKNESS INDICATED IN WET MIL UNITS, UNLESS OTHERWISE INDICATED.

4. QUALITY CONTROL: SUBMIT INSTALLER AND MANUFACTURER WARRANTIES SPECIFIED.

CONCRETE MASONRY UNIT (CMU) INTERIOR SURFACE COATINGS
1. APPLY PRIOR TO INSTALLATION OF INTERIOR SURFACE FURRING, INSULATION, AND GYPSUM BOARD ASSEMBLIES.

2. FINISH COLOR: MATCH "W-2" (REFER INTERIOR FINISH TYPES).

3. PRIMER: "LOXON" WATER BLOCKING PRIMER "LX 024X0804 LUX WHT BLCK PR WH" (NO LESS THAN 5 MILS). APPLICATION WITH OVERNIGHT DRYING BETWEEN COAT 1. MATCH "W-2" (REFER INTERIOR FINISH TYPES).

4. COAT 1: "LOXON" WATER BLOCKING PRIMER "LX 024X0804 LUX WHT BLCK PR WH" (NO LESS THAN 5 MILS). MATCH "W-2" (REFER INT FINISH TYPES).

KEY NOTES

1A PORTLAND CEMENT STUCCO AT ENTRY TOWER
1B PORTLAND CEMENT STUCCO COVINCH AT PERIMETER OF BUILDING
2A CONCRETE MASONRY UNIT (CMU) EXTERIOR WALL CONSTRUCTION (ACCENT COURSES). REFER TO PLANS, SECTIONS, AND DETAILS FOR ADDITIONAL REQUIREMENTS.
2B CONCRETE MASONRY UNIT (CMU) EXTERIOR WALL CONSTRUCTION (FIELD). REFER TO PLANS, SECTIONS, AND DETAILS FOR ADDITIONAL REQUIREMENTS.
3 (NOT USED).
4 PRE-ENGINEERED METAL BUILDING SHEET METAL FLASHING (AT STUCCO CORNICE). FLASHING TO BE FIELD BENT BY CONTRACTOR
5 PRE-ENGINEERED METAL BUILDING SHEET METAL FLASHING (AT STUCCO ENTRY TOWER). FLASHING TO BE FIELD BENT BY CONTRACTOR
6 PRE-ENGINEERED METAL BUILDING SHEET METAL GUTTER (BEYOND AND THRU WALL SCUPPER WITH CONDUCTOR HEAD AND DOWNSPOUT. REFER TO SHEET A3.3.
7 CONCRETE MASONRY UNIT (CMU) CORNER FINISHED JAMB UNIT.
8 LINE OF ROOF BEYOND WITH 1/4" 12" SLOPE MINIMUM.
9 SURFACE MOUNTED SIGN - OWNER FURNISHED AND INSTALLED. PROVIDE BACKING FOR MOUNTING AND ROUGH-IN ELECTRICAL. COORDINATE REQUIREMENTS WITH OWNER. REFER TO SHEET SG2.1.
10 BUILDING ADDRESS NUMBERS 8" & 6" HIGH HELVETICA WHITE VINYL ADHERED TO EXTERIOR FACE OF GLAZING.
11 PRE-ENGINEERED METAL BUILDING THRU WALL OVERFLOW SCUPPER. REFER TO SHEET A3.3 FOR ADDITIONAL INFORMATION.
12 EXTERIOR DOOR AND FRAME SYSTEM. REFER TO FLOOR PLAN AND DOOR SCHEDULE FOR TYPES.
13 EXTERIOR CURTAINWALL SYSTEM. REFER TO FLOOR PLAN AND WINDOW SCHEDULE FOR TYPES.
14 PRE-FABRICATED METAL CANOPY SYSTEM. REFER TO EXTERIOR FINISH SCHEDULE AND WALL SECTIONS FOR DETAILS.
15 STEEL BOLLARDS, REFER TO CIVIL AND STRUCTURAL DRAWINGS.
16 HOSE BIB. REFER TO PLUMBING DRAWINGS.
17 LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS. MOUNT WITH CENTER OF FIXTURE AT 10'-0" A.F.F.
18 (NOT USED).
19 MECHANICAL ROOF TOP UNIT. REFER TO MECHANICAL DRAWINGS.
20 MECHANICAL WALL PENETRATIONS. REFER TO MECHANICAL DRAWINGS. PROVIDE FRAMING, FLASHING, AND SEALANT AS REQUIRED. INSTALL RESTROOM EXHAUST FANS 12" MINIMUM ABOVE INTERIOR CEILING FRAMING.
21 ROOFTOP UNIT.
22 CONNECT EAVE DOWNSPOUT TO UNDERGROUND STORM SEWER SYSTEM. REFER TO CIVIL DRAWINGS.
23 MASONRY CONTROL JOINT. REFER TO STRUCTURAL DRAWINGS. PROVIDE SEALANT OVER 1/2" DIAMETER FOAM BACKER ROD.
24 STUCCO CONTROL JOINT. REFER TO DETAIL 2/A3.4.

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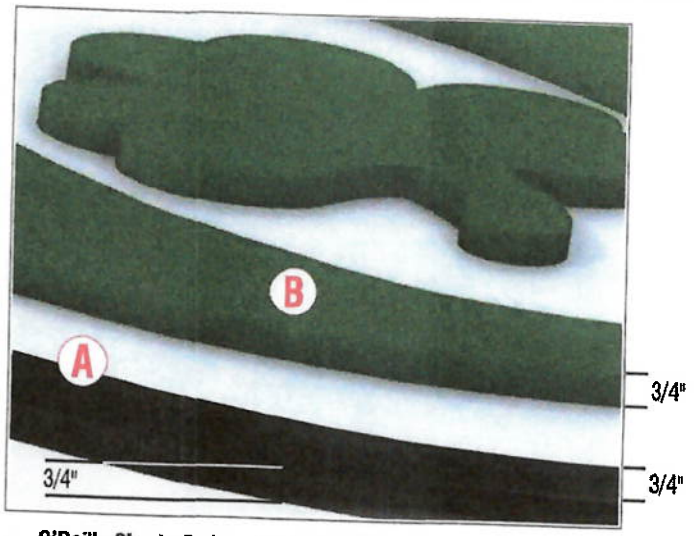
PROJECT:
NEW O'REILLY AUTO PARTS STORE
CR 56 and Crystal View
Iowa Colony, TX 77583

EXTERIOR ELEVATIONS

O'Reilly AUTO PARTS

CORPORATE OFFICES
233 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65802
(417) 862-6708 TELEPHONE

DRAWN BY: CS
DATE: 08/27/25
REVISION:
PROJECT NUMBER: 25-0167
SHEET NUMBER: A2.1



② O'Reilly Cloud - Embossment Detail
*NTS



① O'Reilly Cloud - Formed Cap Face
*NTS

(70.22 Sq. Ft.)

(A) 3/4" formed returns with 3/4" face embossment. Paint 2nd surface Black & White.

(B) 3/4" embossed letters faces. Paint 2nd surface White and Green (PMS# 342c)

(C) 3mm ACM (White) reflective panel.

(D) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-R Lumens per linear foot (160). Total population of *240* LED modules. Vertical LEDs on 5 1/2" +/- centers. Boarder string of LEDs inset at 2"+/-.

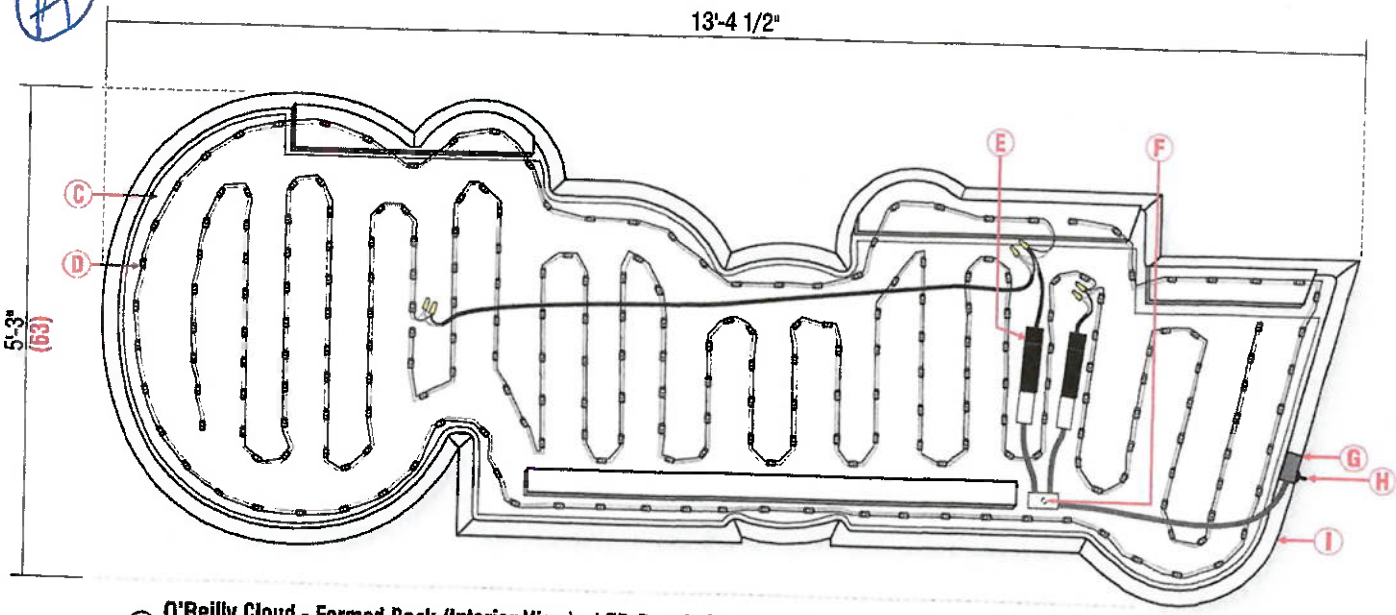
(E) Qty. of (2) Principal P-LED 24V DC power supply.

(F) 7/8" power feed hole with 1/2" coupler.

(G) Qty of (1) U.L. approved 2" x 4" "Handy Box" with 3/8" flex conduit.

(H) U.L. approved Disconnect switch (side to side).

(I) Rubberlite - Black rubber based adhesive tape (on front edge of cloud pan).



③ O'Reilly Cloud - Formed Back (Interior View) - LED Population/Power Supply Detail
*NTS

O'Reilly AUTO PARTS

O'Reilly Auto Parts
233 Patterson St.
Springfield, MO 65803

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Formed Embossed Cloud Logo
AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces

Formed Cloud Logo - Face Detail / Interior Formed Back Detail - Scaled Drawings

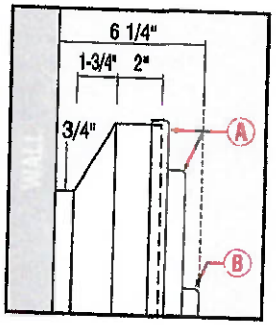
Part# 63-Cloud Logo-2022



② **Side View**
Scale: 3/8" = 1'-0"

① **Front View -**
Scale: 3/8" = 1'-0"

(70.22 Sq. Ft.)



③ **Cloud - Side Detail**
Scale: 1 1/2" = 1'-0"

Cloud Face Detail

(A) 3/4" formed returns with 3/4" face embossment. Paint 2nd surface Black & White.

(B) 3/4" embossed letters faces. Paint 2nd surface White and Green (PMS# 342c)

(C) U.L. approved Disconnect switch (side to side).

(A) 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.

(B) 3mm ACM (White) reflective panel

(C) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of *240* LED modules. Vertical LEDs on 5 1/2" +/- centers. Boarder string of LEDs inset at 2"+/-.

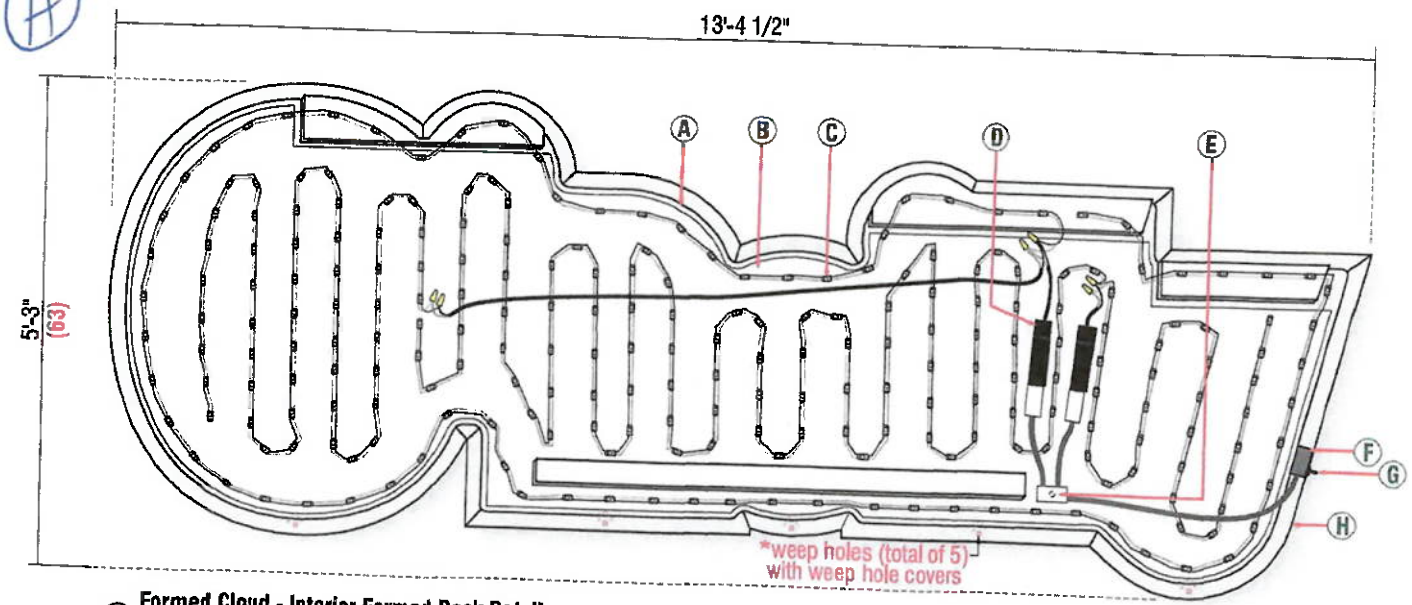
(D) Qty. of (2) Principal P-LED 24V DC power supply.

(E) 7/8" power feed hole with 1/2" coupler.

(F) Qty of (1) U.L. approved 2" x 4" "Handy Box" with 3/8" flex conduit.

(G) U.L. approved Disconnect switch (side to side).

(H) Rubberlite - Black rubber based adhesive tape (on front edge of cloud pan).



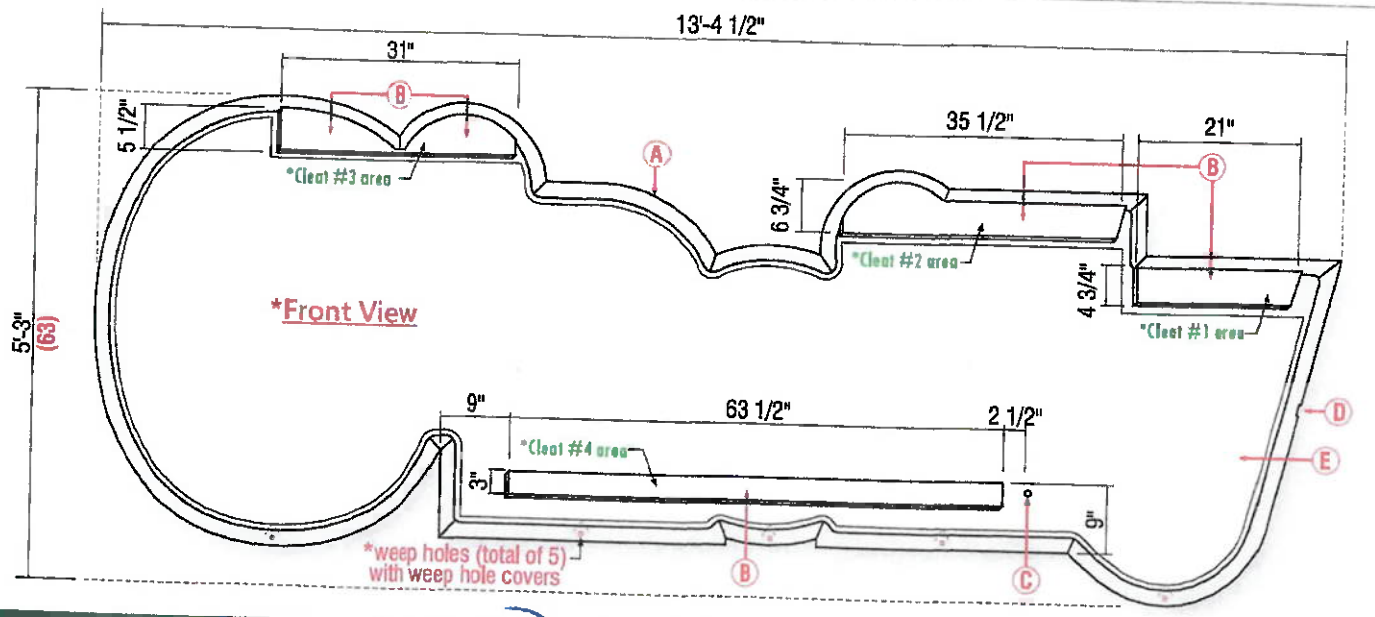
① **Formed Cloud - Interior Formed Back Detail**
Scale: 1/2" = 1'-0"

O'Reilly AUTO PARTS

O'Reilly Auto Parts
233 Patterson St.
Springfield, MO 65803

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Formed Embossed Cloud Logo
AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces

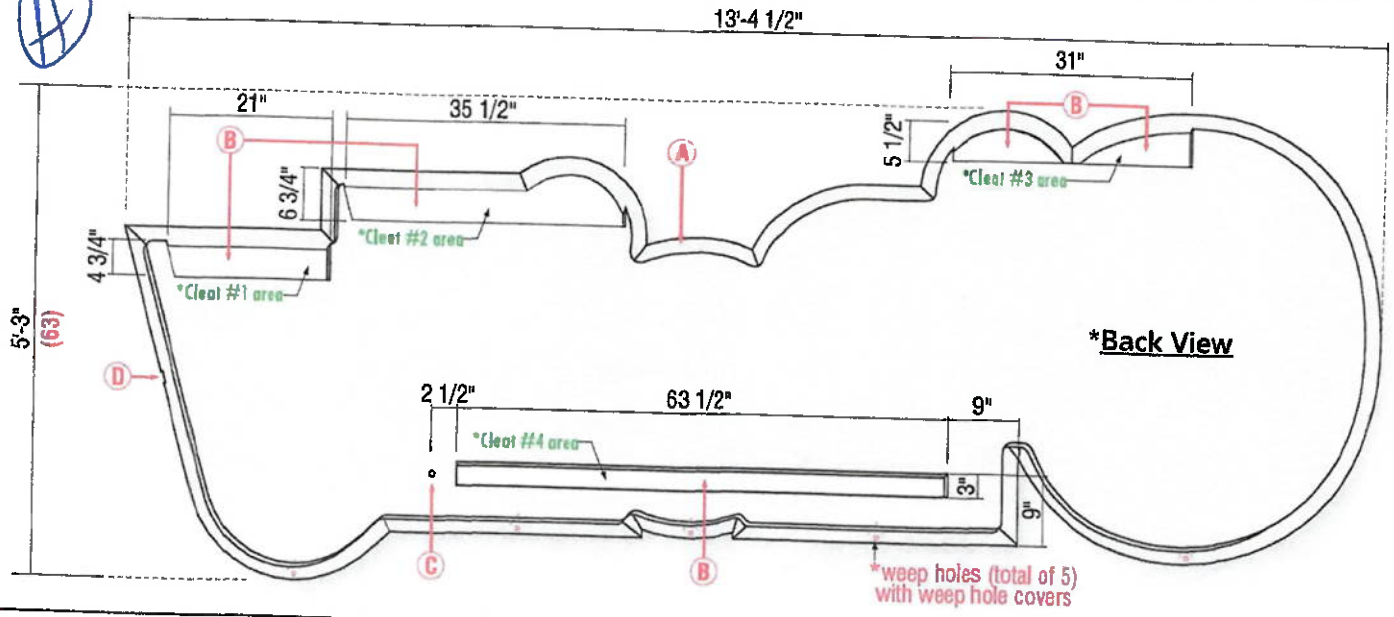


① Formed Cloud Rear Panel (Interior View) Detail
Scale: 1/2"=1'-0"

- (A) 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.
- (B) 3/4" embossed (from back of panel) cleat bracket mounting area. Covered w/ACM (White) reflector backer panel.
- (C) 7/8" power feed hole with 1/2" coupler.
- (D) 1/2" disconnect switch hole.
- (E) ACM (White) reflector backer panel.

② Formed Cloud Rear Panel (Back View) Detail
Scale: 1/2"=1'-0"

- (A) 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.
- (B) 3/4" embossed (from back of panel) cleat bracket mounting area.
- (C) 7/8" power feed hole with 1/2" coupler.
- (D) 1/2" disconnect switch hole.



O'Reilly AUTO PARTS

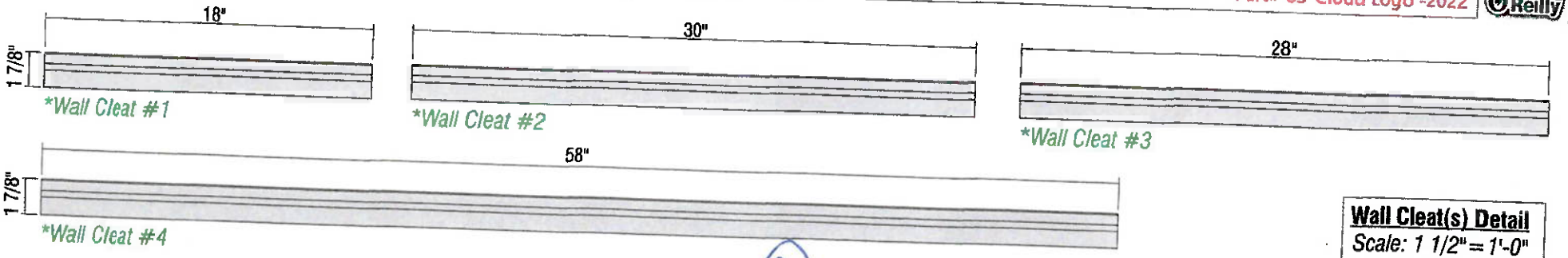
O'Reilly Auto Parts
233 Patterson St.
Springfield, MO 65803

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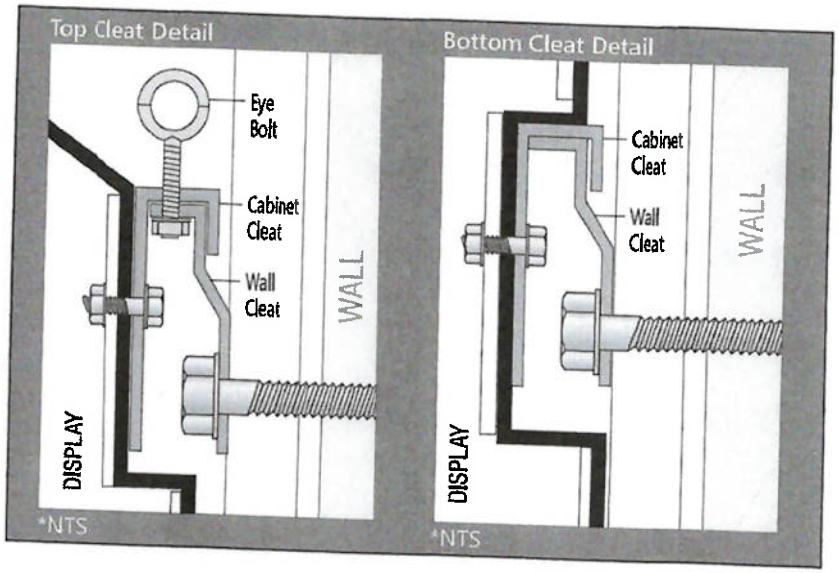
Formed Embossed Cloud Logo
AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces

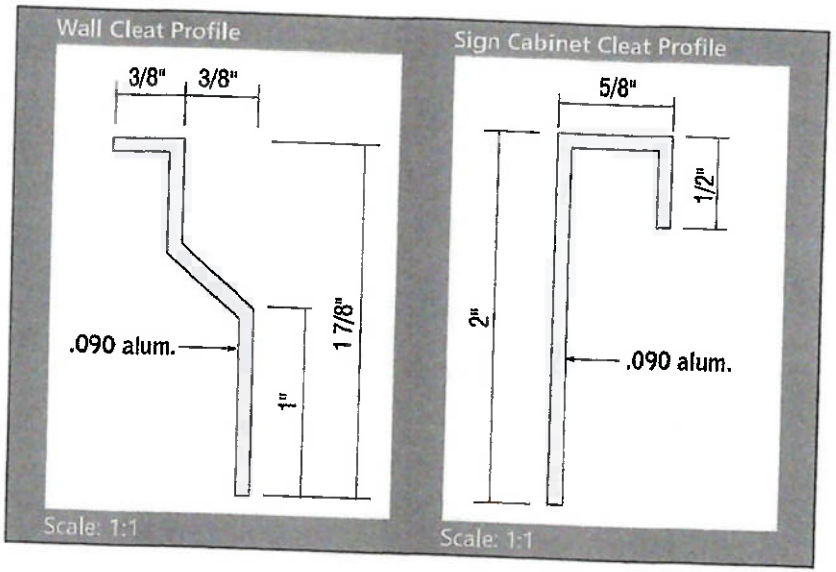
Formed Cloud Logo - Wall & Cabinet Cleat Detail- Scaled Drawings

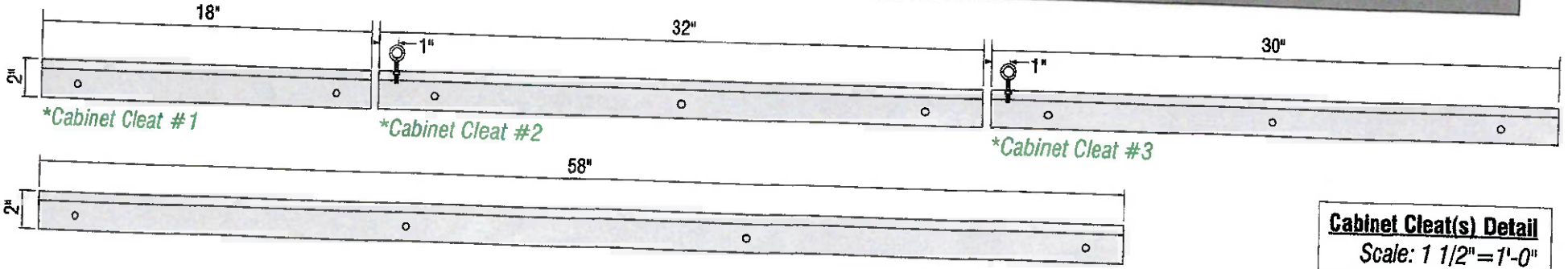
Part# 63-Cloud Logo -2022



Wall Cleat(s) Detail
Scale: 1 1/2"=1'-0"







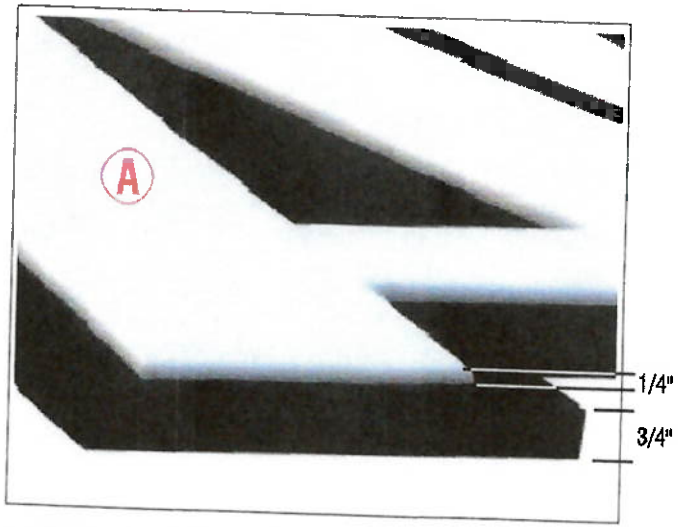
Cabinet Cleat(s) Detail
Scale: 1 1/2"=1'-0"

O'Reilly AUTO PARTS

O'Reilly Auto Parts
233 Patterson St.
Springfield, MO 65803

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Formed Embossed Cloud Logo
AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces

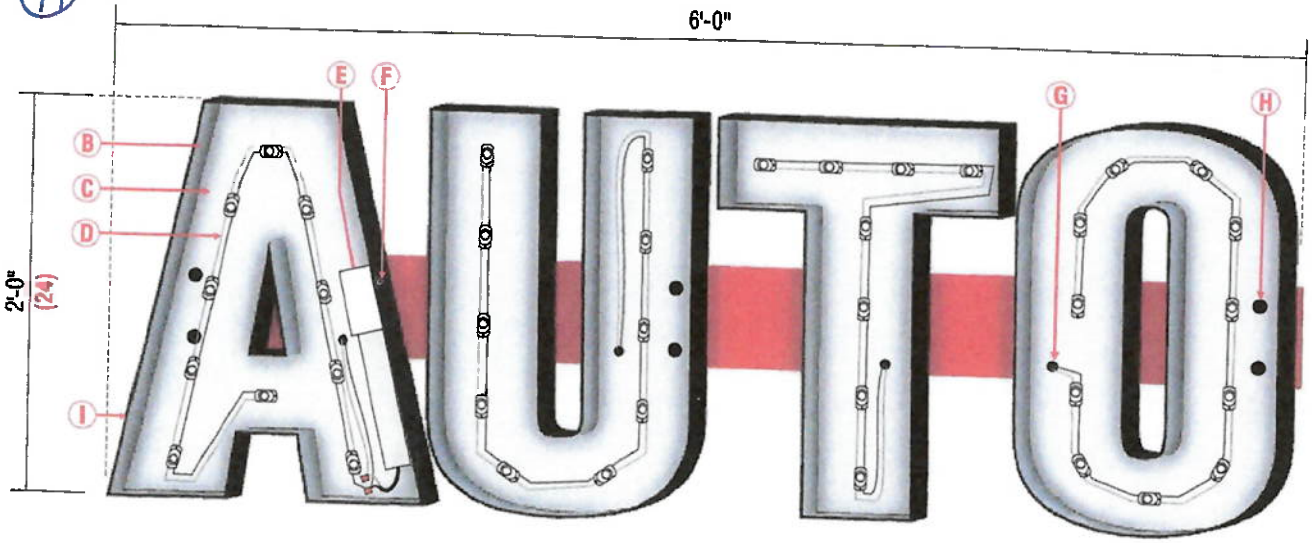


② "AUTO" Letters - Face Embossment Detail
*NTS



① "AUTO" Letters - Formed Cap Face
*NTS (12.00 Sq. Ft.)

- (A) 3/4" formed returns with 1/4" letter embossment. Paint 2nd surface Black & White.
- (B) .040 Black stock 5" coil returns.
- (C) 3mm ACM (White) letter backs
- (D) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of *39* LED modules. (A):10 (U):10 (T):8 (O):11
- (E) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- (F) U.L. approved Disconnect switch (side to side).
- (G) 7/8" power feed hole with 1/2" coupler.
- (H) Wireway mount access hole.
- (I) PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).



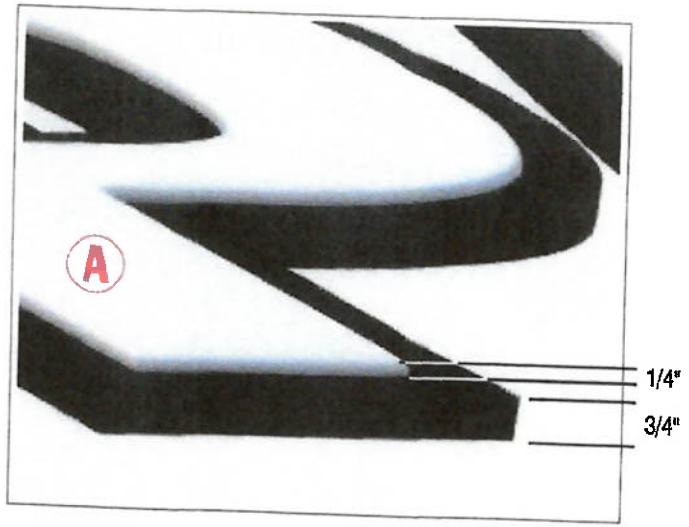
③ "AUTO" Letters - Channel Returns Interior View - LED Population/Power Supply Detail
*NTS

O'Reilly AUTO PARTS

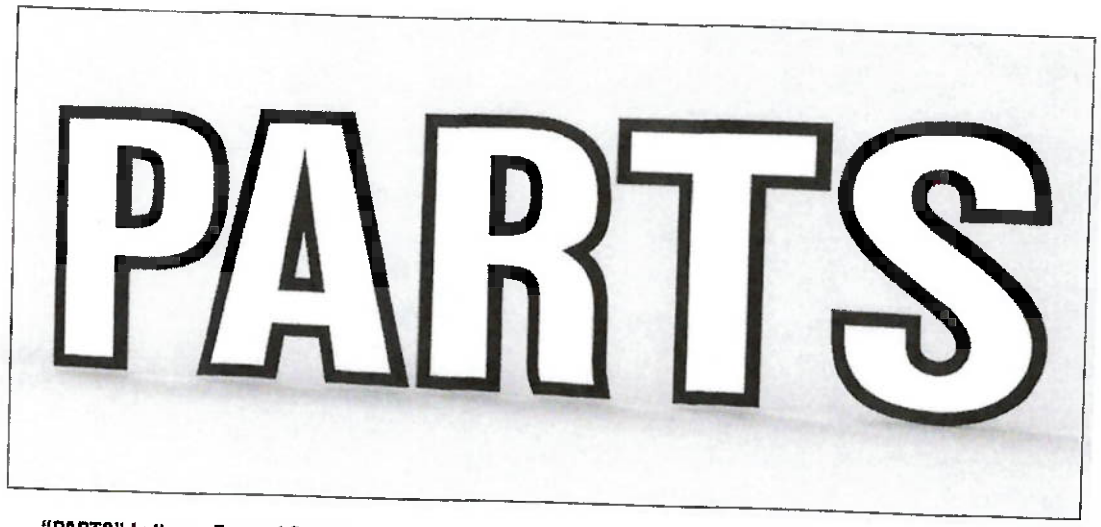
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AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces
49/24-L-CldLogo&ChLtrs WFC-2022
SEPTEMBER 2022

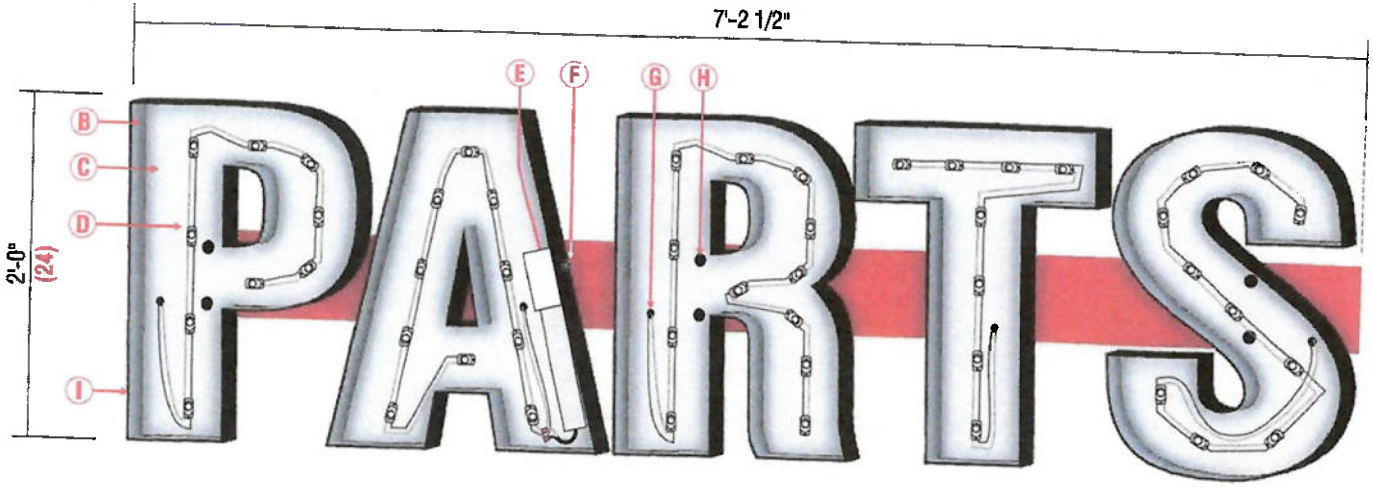


② "PARTS" Letters - Face Embossment Detail
*NTS



① "PARTS" Letters - Formed Cap Face
*NTS (14.42 Sq. Ft.)

- (A) 3/4" formed returns with 1/4" letter embossment. Paint 2nd surface Black & White.
- (B) .040 Black stock 5" coil returns.
- (C) 3mm ACM (White) letter backs
- (D) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of *49* LED modules. (P):9 (A):10 (R):12 (T):8 (S):10
- (E) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- (F) U.L. approved Disconnect switch (side to side).
- (G) 7/8" power feed hole with 1/2" coupler.
- (H) Wireway mount access hole.
- (I) PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).



③ "PARTS" Letters - Channel Returns Interior View - LED Population
*NTS

O'Reilly AUTO PARTS

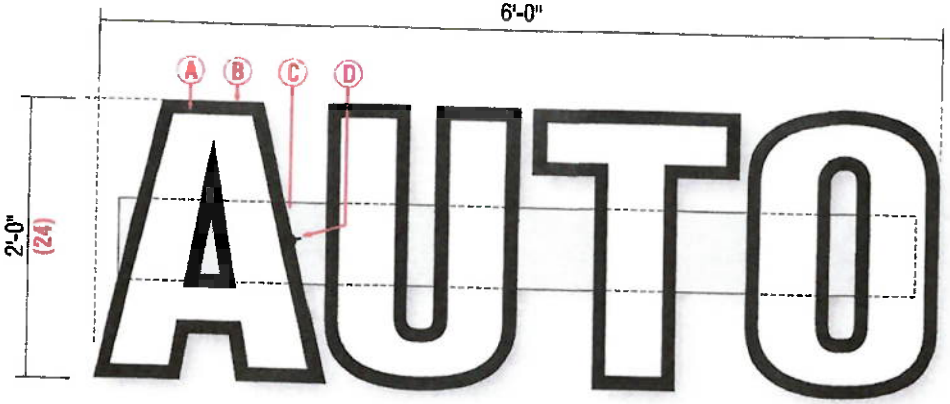
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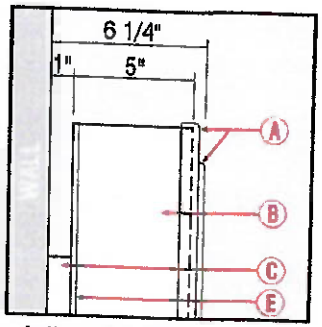


② Side View
Scale: 3/4" = 1'-0"

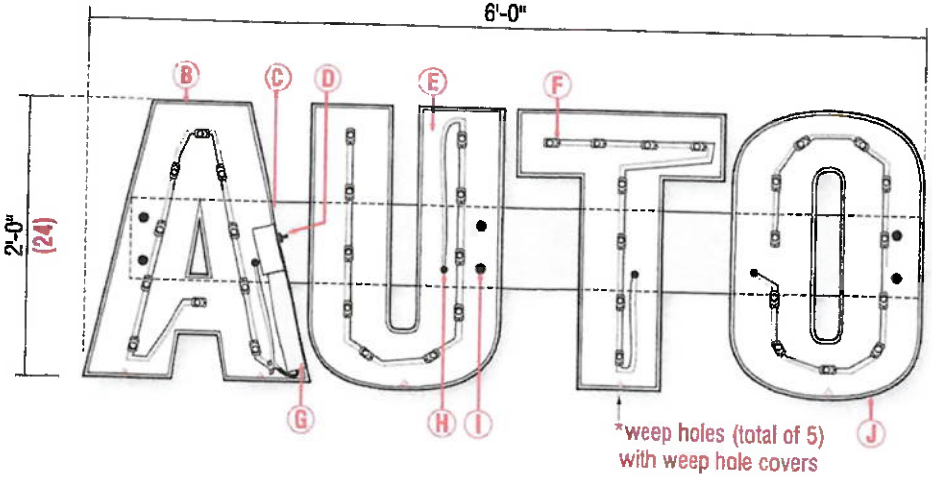


① Front View
Scale: 3/4" = 1'-0"

(12.00 Sq. Ft.)



③ Letter - Side Detail
Scale: 1 1/2" = 1'-0"



④ "AUTO" Letters - Interior Channel Letter Detail
Scale: 3/4" = 1'-0"

(12.00 Sq. Ft.)

Ⓐ 3/4" formed .150 clear polycarb letter caps with 1/4" White letter area embossment. Paint 2nd surface Black & White.

Ⓑ .040 Black stock 5" coil returns.

Ⓒ .090 fabricated 7"(H) x 1" deep wireway (paint match as required).

Ⓓ U.L. approved Disconnect switch (side to side).

Ⓔ 3mm ACM (White)letter backs.

Ⓕ LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 39 LED modules.
(A):10 (U):10 (T):8 (O):11

Ⓖ Qty. of (1) Principal P-LED 24V DC power supply w/junction box.

Ⓗ 7/8" power feed hole with 1/2" coupler.

Ⓘ Wireway mount access hole.

Ⓙ PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).

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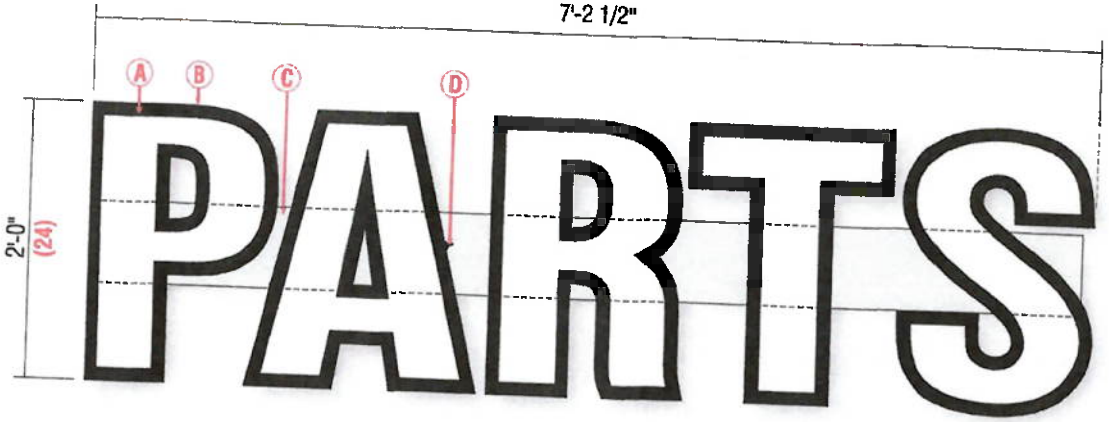
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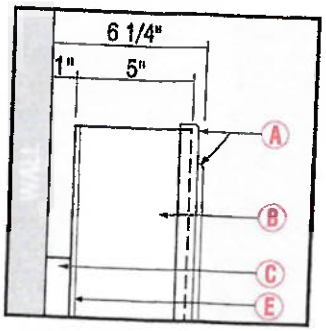
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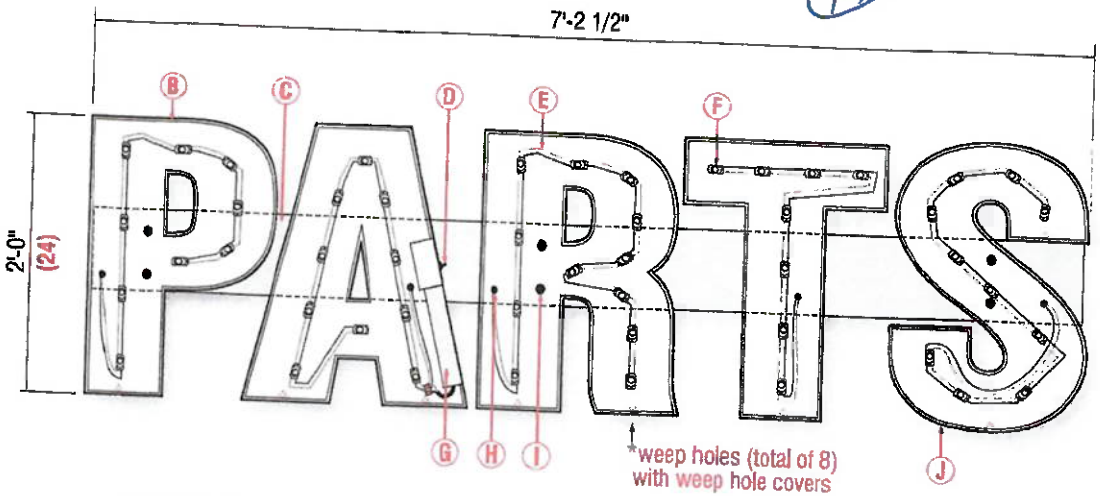
② Side View
Scale: 3/4" = 1'-0"



① Front View-Face Detail
Scale: 3/4" = 1'-0"
(14.42 Sq. Ft.)



③ Letter - Side Detail
Scale: 1 1/2" = 1'-0"



④ "PARTS" Letters - Interior Channel Letter Detail
Scale: 3/4" = 1'-0"
(14.42 Sq. Ft.)

(A) 3/4" formed .150 clear polycarb letter caps with 1/4" White letter area embossment. Paint 2nd surface Black & White.

(B) .040 Black stock 5" coil returns.

(C) .090 fabricated 7"(H) x 1" deep wireway (paint match as required).

(D) U.L. approved Disconnect switch (side to side).

(E) 3mm ACM (White)letter backs.

(F) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 49 LED modules.
(P):9 (A):10 (R):12 (T):8 (S):10

(G) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.

(H) 7/8" power feed hole with 1/2" coupler.

(I) Wireway mount access hole.

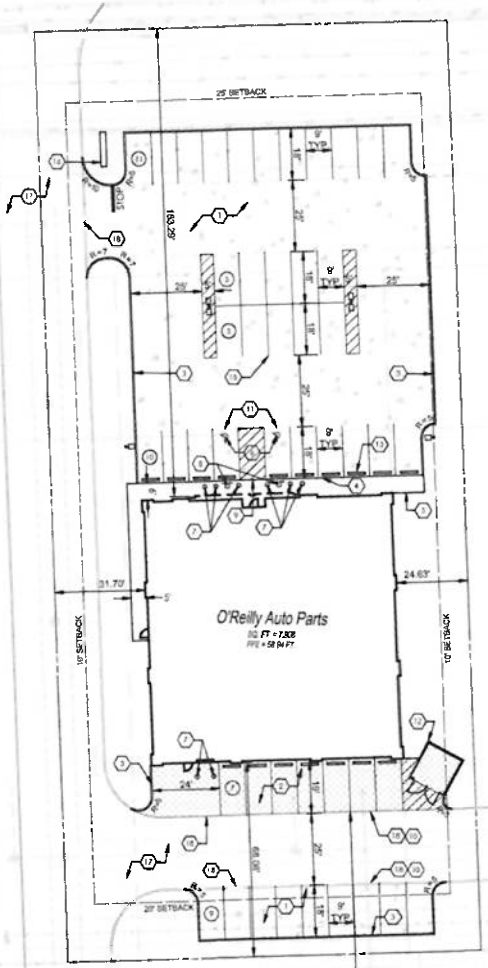
(J) PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).

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AUTO PARTS Channel Letters
w/Formed Embossed Cap Faces
49/24-L-CldLogo&ChLtrs WFC-2022



0 10 20 40 60
Graphic Scale: 1"=20'

1 SITE PLAN
C1.0 SCALE: 1" = 20'-0"

ZONING CODE

LOCAL JURISDICTION:	UNINCORPORATED BRAZORIA COUNTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF CITY OF IOWA COLONY
ZONING CLASSIFICATION:	GB - BUSINESS AND RETAIL USE ASSUMED ZONE ONCE ANNEXED BY CITY OF IOWA COLONY
PERMITTED USES:	AUTO PART SALES
OWNER	SRI SIERRA VISTA HOLDINGS, LLC
PROPERTY ACREAGE	1.674 ACRES (44,801 SQ FT)

BULK REQUIREMENTS	REQUIRED	PROPOSED	VARIANCE REQUIRED
FRONT YARD	25 FT	153.29 FT	NO
REAR YARD	20 FT	68.08 FT	NO
SIDE YARD	10 FT	24.63 FT	NO
MINIMUM LOT AREA	8,000 SQ FT	44,801 SQ FT	NO
MINIMUM LOT WIDTH	80 FT	144 FT	NO
MINIMUM LOT DEPTH	100 FT	325 FT	NO
MAXIMUM BUILDING HEIGHT	35 FT WHEN BUILDING 300-300 FT FROM A RESIDENTIAL LOT (PROPOSED STRUCTURE 295 FT FROM THE NEAREST RESIDENTIAL LOT)	22 FT	NO
PARKING REQUIREMENT	3 PER 1,000 SQ FT OF GROSS FLOOR OFFICE AREA AND 1 PER 400 SQ FT OF OTHER GROSS FLOOR AREA 7,800 SQ FT OFFICE AREA × 0.3 SPACES 77,62 SQ FT OTHER FLOOR AREA × 12.9 SPACES 2.3 + 12.9 = 13.2 SPACES REQUIRED	47 SPACES	NO

SYMBOLS LEGEND

NOTE: REFER TO SURVEY FOR EXISTING CONDITIONS SYMBOLS LEGEND.

- FACE OF CURB/BACK OF CURB
- FACE OF CURB/BACK OF CURB BY LANDLORD
- FUTURE ACCESS DRIVE INSTALLED BY OTHERS
- SUBJECT PARCEL PROPERTY LINE
- SETBACK LINE
- PROPOSED BUILDING
- PROPOSED BUILDING OVERHEAD
- STANDARD DUTY CONCRETE (REFER TO DETAIL)
- HEAVY DUTY CONCRETE (REFER TO DETAIL)
- SIDEWALK CONCRETE (REFER TO DETAIL)
- PEDESTRIAN CROSSWALK (REFER TO DETAIL)
- SITE SIGN, PAINTED STOP BAR & "STOP" LETTERING
- PAINTED ACCESSIBLE PARKING SYMBOL (REFER TO DETAILS)
- PAINTED PARKING ISLAND AREA TO BE STRIPED WITH 4" SYSL @ 2' O.C. AND AT 45° TO PARKING SPACE
- LIGHT POLE

SPECIAL NOTE:
PRIOR TO CONTRACT CLOSEOUT, CONTRACTOR SHALL SECURE THE SERVICES OF A REGISTERED LAND SURVEYOR TO PROVIDE SITE SURVEY OF COMPLETED PROJECT CONDITIONS AND SUBMIT FOR REVIEW AND APPROVAL BY OWNER. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

N

GENERAL NOTES

- (A) REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS. ALL ON SITE CONCRETE TO BE 4,000 PSI.
- (B) SITE DIMENSIONS TO FACE OF CONCRETE FOUNDATION, SIDEWALK CURB GUTTER LINE, PROPERTY LINE, OR CENTER LINE OF STRIPING UNLESS OTHERWISE NOTED.
- (C) COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
- (D) REFER TO STRUCTURAL DRAWINGS FOR BUILDING DIMENSIONS AND LAYOUT OF SIDEWALKS ADJACENT TO BUILDING PERIMETER.
- (E) PRIOR TO INSTALLATION, CONTRACTOR TO VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPING, AND UTILITIES DO NOT CONFLICT WITH SITE SIGN LOCATION SHOWN. IF CONFLICT IS DISCOVERED, CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE WORK.
- (F) FOR BUILDING FRONT SIDEWALK GENERAL DEVELOPMENT LAYOUT CONCEPT, REFER TO DETAIL 1/C6.2.

KEY NOTES

1. CONCRETE PAVING (STANDARD DUTY) AT PARKING AREAS. REFER TO DETAIL 1/C6.0.
2. CONCRETE PAVING (HEAVY DUTY) AT DRIVE AREAS, DRIVE APRONS, FIRE LANES, AND REFUSE AREA. REFER TO DETAIL 2/C6.0.
3. CONCRETE CURB, REFER TO DETAIL 3/C6.0.
4. CONCRETE SIDEWALK CURB, REFER TO DETAIL 4/C6.0. REFER TO STRUCTURAL DRAWINGS FOR LAYOUT OF CONTROL AND EXPANSION JOINTS ADJACENT TO BUILDING PERIMETER.
5. CONCRETE SIDEWALK, REFER TO DETAIL 5/C6.0 AND STRUCTURAL DRAWINGS FOR LAYOUT ADJACENT TO BUILDING PERIMETER.
6. ACCESSIBLE PARKING SYMBOL PAVEMENT STRIPING, REFER TO DETAIL 6/C6.0.
7. STEEL BOLLARD. REFER TO DETAIL 7/C6.0. PROVIDE (7) AT REFUSE CONTAINER AREA, (2) AT SECTIONAL OVERHEAD FREIGHT DOOR, AND (8) AT FRONT ENTRY. REFER TO STRUCTURAL DRAWINGS FOR LAYOUT OF BOLLARDS ADJACENT TO BUILDING PERIMETER.
8. ACCESSIBLE PARKING SIGN. REFER TO DETAIL 8/C6.0.
9. ACCESSIBLE AISLE TRANSITION, REFER TO DETAIL 9/C6.0.
10. COORDINATE CURB CUT LOCATIONS WITH LANDLORD BEFORE CONSTRUCTION OF SHARED ROADWAY AND CURBING BY LANDLORD.
11. ACCESSIBLE PARKING SPACE WITH ACCESSIBLE AISLE (ADA COMPLIANT) TO SLOPE 2% MAXIMUM IN ALL DIRECTIONS. PROVIDE PAVEMENT MARKINGS TO MATCH STRIPING COLOR UNLESS OTHERWISE REQUIRED TO COMPLY WITH GOVERNING ACCESSIBILITY REGULATIONS.
12. REFUSE ENCLOSURE, REFER TO I/C6.3.
13. CONCRETE BUMPER BLOCK TYP. (8" W X 6" H X 6'-0" LONG) ANCHORED TO PAVING WITH (2) 1/2" LONG #4 REBAR.
14. PARKING LOT LIGHTING, REFER TO SITE UTILITY PLAN FOR TYPE AND CONSTRUCTION.
15. 4" WIDE PAVEMENT STRIPING TYP. AS SHOWN USING HIGHWAY MARKING PAINT - YELLOW (2 COATS).
16. SITE SIGN, REFER TO STRUCTURAL PLANS.
17. PAVEMENT BY LANDLORD.
18. LIMITS OF NEW PAVING. MATCH EXISTING PAVEMENT TRANSITION ELEVATIONS. AT TRANSITIONS OF NEW CONCRETE TO EXISTING CONCRETE PAVEMENT, DRIVE DOWEL 8" MINIMUM INTO EXISTING WITH #4 X 1'-6" SMOOTH DOWELS MATCHING NEW PAVEMENT REINFORCEMENT SPACING. PROVIDE SEALANT AT JOINTS.

REFERENCE:
1. ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY OF 1.674 ACRES OF LAND IN SECTION 51 OF THE H.T.&B.RR. CO. SURVEY ABSTRACT NO. 286, BRAZORIA COUNTY, TEXAS. BASELINE CORP. 3/25/2025.
2. CIVIL PLANS FOR SIERRA VISTA DRIVEWAYS & CREEK. EDENBORNE, IDEMITY ARCHITECTS. 3/28/2024.

AS REQUIRED BY TEXAS STATE LAW CONTRACTOR SHALL CONTACT "TEXAS 811" @ 1-800-344-8377 FOR LOCATION STAKE-OUT OF ALL UTILITIES. AT LEAST 2 FULL WORKING DAYS PRIOR TO ANY EXCAVATION.

PRELIMINARY NOT FOR CONSTRUCTION OR PERMIT

ENGINEERING ARCHITECTURE

PROJECT:
NEW O'REILLY AUTO PARTS STORE
CR 56 and Crystal View
Iowa Colony, TX 77583

SITE PLAN

O'Reilly AUTO PARTS

DRAWN BY: JWS
CHECKED BY: TQM
DATE: 04/21/25
REVISION:
PROJECT NUMBER: 25-0167
SHEET NUMBER: C1.0

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS GRANTING A VARIANCE TO CERTAIN REQUIREMENTS OF THE SIGN ORDINANCE FOR A SIGN LOCATED AT 2038 MERIDIANA PARKWAY; FINDING FACTS; PROVIDING CONDITIONS AND EXCEPTIONS, AND CONTAINING RELATED PROVISIONS

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

Section 1. Background

The request is stated on the Application for Variance Request to allow for a tall wall sign above the maximum height due to site specific visibility due to building setback and intervening parking area as the building is physically farther away from the roadway, attached plans and drawings, and the Letter of Recommendation dated October 28, 2026, recommending against the variance, all of which are attached hereto and incorporated herein in full.

Section 2. Findings of Fact

The City Council has determined that a variance should be granted on the terms herein stated, because the facts and circumstances satisfy the criteria in Section 30-36 the wall sign standards in Section 25of the Sign Ordinance, No. 2016-19, as follows:

a. The granting of this variance will not in any way be materially detrimental to the subject property where the sign is located, to any other property or improvements, or to the integrity, soundness, or safeness of the sign.

b. The granting of this variance will not be materially detrimental to the public health, safety, or well-being.

c. The literal enforcement of the Sign Ordinance would create an undue hardship in the case in question.

d. The granting of this variance will not in any way be contrary to the purpose or intent of the Sign Ordinance.

Section 3. Grant of Variance

Accordingly, the City Council hereby grants a variance, on the terms herein stated, to only the above specified requirements of the Sign Ordinance and only as to the above specified violations by the above specified existing sign.

Section 5. Nonwaiver of Immunity

Nothing herein shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its personnel or agents.

Section 6. Nonwaiver by Nonenforcement

The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy hereunder shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Section 7. Savings Clause

Except as specifically herein provided, all provisions of Ordinance No. 2016-19, and all other ordinances of the City shall remain in full force and effect.

Section 8. Severance Clause

If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

Section 9. Open Meetings Act

That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date

This ordinance shall be effective from its passage and adoption.

READ, PASSED AND ADOPTED ON 16TH DAY OF NOVEMBER 2026.

_____

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 11/06/2026

Department Making Request: 30 - Public Works

Person Making Request: Dinh Ho

Item Type: Action (other)

Budgeted? N/A (no cost) Cost: 0.00

If budgeted, identify account:

Short Description:

Consider and take action to accept the DRAFT Water and Wastewater Impact Fee Study (Update), Study Period 2025-2035, including the updated Land Use Assumptions and Capital Improvements Plan, as prepared by Adico Consulting Engineers (Project No. 710-25-010).

Explanation/Justification Details:

Chapter 395 of the Texas Local Government Code requires the City to update its water and wastewater Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) at least every five years. The current impact fees ($2,350 water / $3,950 wastewater = $6,300 per ESU) were adopted with the 2021 study and are unchanged.

The DRAFT update covers the 2025-2035 planning period and finds:
- Growth: 7,021 ESUs in 2025, growing approx. 11%/yr (797 ESUs/yr), adding 7,970 ESUs by 2035. Population is projected to grow from 20,503 to approx. 43,458.
- Water CIP: $49.1M total, of which $41.7M is attributable to new development (supply plants, waterline extensions, elevated storage tank, surface water capacity reservation).
- Wastewater CIP: $60.8M total, of which $38.1M is attributable to new development (lift stations and force mains, plus three wastewater treatment plant projects).
- Maximum fee after the 50% statutory credit (Sec. 395.014): $6,657.94 water + $6,079.12 wastewater = $12,737.05 per ESU.

Acceptance of the DRAFT report does not adopt or change any fee. It allows the report to be made available to the public, provides it to the Impact Fee Advisory Committee for its written comments, and lets staff schedule the public hearing(s) required by Chapter 395. Any fee change will come back to Council separately by ordinance after the hearings.

There is no cost to the City for this action. Staff recommends acceptance of the DRAFT report.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

WATER AND WASTEWATER IMPACT FEE STUDY (UPDATE)

STUDY PERIOD 2025 – 2035

IOWA COLONY, TEXAS

DRAFT

CITY OF IOWA COLONY

ADICO CONSULTING ENGINEERS
TBPE FIRM NO. 16423
205 E. Edgewood Dr.
Friendswood, TX 77546
(832) 895-1093

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APPENDIX

APPENDIX A WATER CAPITAL IMPROVEMENT PROJECTS COST ESTIMATES
APPENDIX B WASTEWATER CAPITAL IMPROVEMENT PROJECTS COST ESTIMATES

1.0 INTRODUCTION

Adico, LLC has been contracted by the City of Iowa Colony ("the City") to prepare the update to the City's Impact Fee study, for the purposes of establishing a capital recovery fee schedule for new development within the City's water and wastewater service area.

The City of Iowa Colony is in a high growth corridor along State Highway 288, south of Houston, Texas. The City has grown rapidly through the development of Municipal Utility Districts ("MUDs") utilized by developers to provide water and sewer utilities.

The City is planning projects which interconnect these systems in order to provide a fully integrated public utility system for the future. These projects were identified in the City's Water and Wastewater Master Plan ("the Master Plan") adopted in 2021, along with projects identified as part of the City's Capital Improvement Plan required to connect to areas not currently served by the existing MUDs.

This study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions (LUA) and capital improvements plan (CIP) prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

a) Estimate the probable growth of the City; both in terms of population increases and geographical location of the anticipated growth.
b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service for this growth through the 10-year development horizon. Eligible projects and costs proposed in the City's Master Plan will be utilized.
c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

Impact Fees are proposed to be charged by the City for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. Updates are required to be performed on a five-year cycle.

The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

The City adopted a Water and Wastewater Master Plan in June 2021 that proposed projects and provided the 10-year CIP for the period of 2021-2031 that will be the basis of the cost and calculations provided herein. For purpose of this study, it is recommended that the City adopt a ten-year planning period from 2025-2035 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Water and

wastewater studies, reports, and corresponding projects performed during this period will be reflected.

2.0 SERVICE AREA

The original LUA adopted in 2021 covered the area within the City of Iowa Colony and its ETJ. The proposed service area covered by this Study update is shown in **EXHIBIT A**.

This service area includes all annexations since 2021. In the future, as areas are annexed into the City, the Service Area Map shall be updated to reflect these annexed areas.

Many areas in the City's ETJ were considered for future connection to the ultimate integrated City utility system in the Master Plan and may be assessed for impact fees. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service should also be incorporated into the service area and the specific terms regarding impact fee collection should be considered when these agreements are negotiated.

The municipal utility districts (MUDs) currently operating within the City's service area are BCMUD 31, BCMUD 38, BCMUD 55, BCMUD 57, and BCMUD 87. Two other MUDs are located within the City's ETJ; BCMUD 32 and BCMUD 53; are anticipated to be annexed in 2026 and 2029, respectively.

3.0 LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

3.1 LAND USE MAP

The Land Use Map (**EXHIBIT B**) provides the basis for provision and requirements for projects to support new development in the Service Area and to project the number of equivalent service units (ESU) to fairly allocate the resulting costs through the assessment of Impact Fees. For the purposes of this report, the terms equivalent meter and equivalent service unit will be used interchangeably.

The following factors were considered in the initially adopted Land Use Assumptions and have been reviewed as part of this update process:

a. The character, type, density and quantity of existing development.
b. Proposed land use.
c. City's Comprehensive Plan (2020 Marsh Darcy Partners)
d. Water and Wastewater Master Plan (2021 Adico Consulting Engineers)
e. Availability of land for future development.
f. Current growth trends in the City.
g. Location and configuration of vacant land.
h. Development agreements in place and under negotiation.
i. Known or anticipated development projects.

See **EXHIBIT 2 - Land Use Map**

3.2 PREVIOUS PERIOD DEVELOPMENTS

In 2021, there were various new developments in the planning phase. The following is a list of the major subdivisions which began and were in the planning stages.

a. Sterling Lakes
b. Sterling Lakes North
c. Sterling Lakes West
d. Caldwell Lakes
e. Caldwell Crossing
f. Sierra Vista
g. Sierra Vista West
h. Creekhaven
i. Meridiana
j. Lacovia Lakes
k. Ellwood
l. Maple Farms
m. Evergreen
n. Southern Star
o. Majestic
p. Hines
q. Pupua Tract
r. Sunset Prairie

These developments as well as anticipated development areas are shown in **EXHIBIT C**.

3.3 BASE DATA

The data developed for the original Land Use Assumptions was based on the Land Use Map by Marsh Darcy for the City's Comprehensive Plan. Historical population data was obtained from US Census data for 2020 as shown in the following **TABLE 3.1**.

TABLE 3.1 CITY OF IOWA COLONY POPULATION DATA

Year	Household Population	Increase
2020	8,154	
2021	10,815	32.6%
2022	12,973	20.0%
2023	14,850	14.5%
2024	17,240	16.1%
2025	20,503	18.9%
	AVERAGE	20.4%

3.4 POPULATION PROJECTION

A review of U.S. Census data shows that in the period 2020 to 2025, the City grew from a population of 8,154 to a population of 20,503 largely due to new annexations and rapid growth. These figures show a growth record of 20.4% for the period 2020-2025.

The following table shows projected population for the 10-year planning period for this study. Number of connections for year 2020 (3,509 ESU's) was based on existing data from both the previous LUA and Comprehensive Plan. Data for year 2025 (7,021 ESUs) was obtained from available Census Data and showed a population of 20,503 for the year 2025.

As an average of 20.4% population growth rate for the 10-year planning period is not expected to be constant, a person per connection for 2025 was calculated to obtain a projected population based on estimated ESU. This population per equivalent meter will provide a more accurate metric for projected population over the 10-year period.

The existing development data for each existing development, respectively, was used to calculate an individual growth rate. The individual growth rate for each development was used to calculate the projected annual ESU. This was added to future annexations to develop a total annual projected ESU.

2025 Population per Equivalent Meter

$$\frac{20{,}503\ \ (Population, 2025)}{7{,}021\ (\ ESU, 2025)} = 2.9\ persons\ per\ ESU$$

TABLE 3.2 CITY OF IOWA COLONY 10-YEAR PROJECTED POPULATION

Plan Year	Year End	Estimated Annual Number of Equivalent Service Units (ESU)	Total Number of ESUs	Projected Population (2.9 per/ESU)
1	2026	978	7,999	23,197
2	2027	978	8,977	26,033
3	2028	978	9,955	28,870
4	2029	611	10,566	30,641
5	2030	917	11,483	33,301
6	2031	874	12,357	35,836
7	2032	657	13,014	37,741
8	2033	657	13,671	39,647
9	2034	657	14,329	41,553
10	2035	657	14,986	43,458

3.5 HOUSING STARTS

According to the City's Building Permit Record, the following table provides housing starts and resulting estimated population increases for the past 5 years.

TABLE 3.3 CITY OF IOWA COLONY PREVIOUS HOUSING STARTS

Year	Housing Starts	Estimated Population (Projected from 2020)	Percent Increase in Housing Starts	Population Increase	Persons per ESU*
2020	825	8,137			
2021	722	10,014	23.1%	1,877	2.60
2022	635	11,665	16.5%	1,651	2.60
2023	597	13,217	13.3%	1,552	2.60
2024	740	15,141	14.6%	1,924	2.60
2025	935	17,572	16.1%	2,431	2.60
		5-Year Average	**16.7%**	**1,887**	**2.60**

*Assuming 1 housing start = 1 ESU

3.6 TEN YEAR GROWTH ASSUMPTIONS

The original LUA projected a growth rate for the 10-year planning period (2021-2031) of 500 connections per year.

The current growth rate in terms of ESU for the City currently averages around 726 new ESU's per year, over the period of 2020 to 2025, as evidenced by existing housing starts.

With the current total connections in the system expressed in ESU's of approximately 7,021, the average annual growth rate in terms of ESU was 10.34%. It is important to note that as developments approach buildout, growth rate is expected to drop within the next 10 years.

Therefore, it is recommended that for the 2025 update of the LUA the City adopts a growth rate of 11%, or 797 connections added yearly to the water and wastewater system. This is a more realistic statistic because it is based on actual housing starts and future MUD annexations.

For the projected 10-year period, it is estimated that approximately **7,970 new connections** will be added.

3.7 ULTIMATE POPULATION PROJECTIONS

The City has developed rapidly and is expected to do so in the upcoming years. A buildout connection capacity was considered using the following primary factors:

a. Existing development
b. Proposed land use
c. Available land

TABLE 3.4 shows the City's projected development and estimated water use. The City could reasonably be expected to have **30,076** water service connections (ESU's) in the future. The areas of anticipated future development are shown in **EXHIBIT 3.**

TABLE 3.4 PROJECTED DEVELOPMENT AND ESTIMATED WATER USE

Service Area No.	Type	Gross Acreage	Estimated Acreage Developed with Water Service	Estimated Equivalent Connections per Acre	Total ESFC at Buildout	Total Estimated Daily Water Usage (gpd)
Future Development						
1	Mixed Use	470.7	353.0	3	1059	370,685
2	Mixed Use	94.3	70.7	3	212	74,270
3	Residential	119.0	89.2	4	357	124,950
4	Commercial	43.1	32.3	2	65	22,610
5	Municipal	81.4	61.0	2	122	42,735
6	Residential	54.1	40.6	4	162	56,805
7	Commercial	39.2	29.4	2	59	20,615
8	Commercial	27.4	20.6	2	41	14,420
9	Mixed Use	81.6	61.2	3	184	64,225
10	Commercial	42.5	31.9	2	64	22,330
11	Residential	158.0	118.5	4	474	165,865
12	Mixed Use	3.7	2.7	3	8	2,905
13	Mixed Use	76.8	57.6	3	173	60,445
14	Mixed Use	0.8	0.6	3	2	665
15	Mixed Use	102.0	76.5	3	230	80,360
16	Mixed Use	29.7	22.3	3	67	23,415
17	Mixed Use	53.8	40.4	3	121	42,385
18	Mixed Use	30.8	23.1	3	69	24,290
19	Residential	86.5	64.9	4	260	90,825
20	Residential	57.8	43.4	4	173	60,690
21	Residential	61.8	46.3	4	185	64,890
22	Residential	28.3	21.2	4	85	29,750
23	Residential	43.8	32.8	4	131	45,990
24	Residential	63.3	47.5	4	190	66,500
25	Commercial	191.3	143.5	2	287	100,450
26	Commercial	60.3	45.2	2	90	31,640
27	Residential	58.8	44.1	4	176	61,740
28	Mixed Use	60.5	45.3	3	136	47,635
29	Mixed Use	28.3	21.2	3	64	22,295
30	Commercial	9.7	7.3	2	15	5,110

Service Area No.	Type	Gross Acreage	Estimated Acreage Developed with Water Service	Estimated Equivalent Connections per Acre	Total ESFC at Buildout	Total Estimated Daily Water Usage (gpd)
Future Development						
31	Commercial	7.1	5.3	2	11	3,745
32	Commercial	41.5	31.1	2	62	21,770
33	Residential	182.3	136.7	4	547	191,415
34	Residential	42.4	31.8	4	127	44,520
35	Commercial	30.7	23.0	2	46	16,135
36	Residential	67.1	50.3	4	201	70,455
37	Residential	98.7	74.0	4	296	103,635
38	Residential	99.8	74.8	4	299	104,790
39	Residential	89.4	67.0	4	268	93,870
40	Residential	145.3	109.0	4	436	152,600
41	Residential	126.7	95.0	4	380	133,035
42	Commercial	47.7	35.8	2	72	25,060
43	Commercial	44.6	33.4	2	67	23,415
44	Residential	171.8	128.8	4	515	180,390
45	Residential	90.9	68.1	4	273	95,410
46	Majestic	119.1	89.3	4	357	125,055
47	Evergreen	179.9	134.9	4	540	188,895
48	Pupua Tract	500.0	375.0	4	1500	525,000
Existing And Planned Development						
31	Caldwell Lakes	-	-	-	1683	588,942
31	Sterling Lakes North	-	-	-	1250	437,500
31	Sterling Lakes West	-	-	-	569	199,150
31	Sterling Lakes	-	-	-	1284	449,400
32	Sierra Vista	-	-	-	831	290,850
87	Caldwell Crossing	-	-	-	235	82,166
92	Creekhaven	-	-	-	280	98,000
55	Meridiana	-	-	-	395	138,250
38	Lacovia Lakes	-	-	-	500	175,000
57	Ellwood	-	-	-	92	32,200
53	Sierra Vista West	-	-	-	1368	478,800
TBD	Maple Farms	552.9	414.7	-	1578	552,300

MUD	Name	Gross Acreage	Estimated Acreage Developed with Water Service	Estimated Equivalent Connections per Acre	Total ESFC at Buildout	Total Estimated Daily Water Usage (gpd)
Existing And Planned Development (Continued)						
TBD	Southern Star	28.5	21.4	-	86	30,100
TBD	Hines	552.9	414.7	-	1629	570,150
TBD	Alvin ISD	202.0	151.5	-	303	106,050
TBD	Sunset Prairie	39.0	29.3	-	117	40,950
TBD	Cadence Creek	-	-	-	120	42,000
TBD	Coogan	-	-	-	519	181,650
TBD	Colony Retreat	-	-	-	312	109,200
TBD	Royal Vista	-	-	-	471	164,850
TBD	CR121 Tract	-	-	-	1350	472,500
				TOTAL	21,959	7,685,493

Number of Existing Equivalent Connections:	7,020
Number of Projected New Connections from Development Tracts	21,959
Projected Infill Developments (5%)	1,098
Projected Ultimate Total Connections:	30,076

*Known Lots/ Requested Connections

3.8 LAND USE ASSUMPTIONS SUMMARY

The updated LUA are summarized as follows:

a. Based on available U.S. Census data and a 2.9 persons/connection population growth rate, population for 2025 is 20,503 and projected 2035 population is 43,458.
b. The projected ESU growth rate for the 10-year planning period (2025-2035) for purposes of this update report is 11%, or 797 ESU's per year. This results in a total new ESU's for the 10-year planning period of 7,970 connections.
c. Based on population projections and projected connections for the period 2025-2035, a "population per equivalent meter" of 2.9 persons per connection was determined.
d. Ultimate connections are projected to be 30,076 based on available developable areas.
e. Ultimate population is projected to be 87,222 based on 2.9 persons per connection and 30,076 ultimate connections.
f. The following table summarizes projected population and connection growth for 2025, 2035 and ultimate development.

TABLE 3.5 POPULATION PROJECTIONS SUMMARY

Year	Connections 11% Growth	Population
2025	7,021	20,503
2035	14,986	43,458
Ultimate	30,076	87,222*

***Based on 2.9 persons per connection**

4.0 CAPITAL IMPROVEMENT PLAN

The impact fee Capital Improvement Plan (CIP) includes projects required to serve anticipated growth in the City during the 10-year planning period. This also serves the City's goal to gradually transition ownership of MUD facilities; existing within the City of Iowa Colony; to the City of Iowa Colony, to create a fully integrated public water system. This enables the City to extend services to all parts of the City, including future annexations.

4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include wastewater collection, wastewater treatment, water distribution lines and water production, water storage, and water treatment facilities, including but not limited to water wells, water storage tanks, and booster pump systems.

4.2 2021 IMPACT FEE STUDY CAPITAL IMPROVEMENT PROJECTS

The originally planned projects; including estimated costs; from the 2021 Impact Fee Study prepared by Adico Consulting Engineers, LLC are shown in **TABLE 4.1 and 4.2.**

TABLE 4.1 2021 WATER CAPITAL IMPROVEMENT PROJECTS

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1A –12" and 8" Waterline extension to Iowa Colony City Hall Area, including Magnolia Bend, Kelly Leigh Subdivision area	$1,949,198	2024	80%	$1,559,358
CIP Project No. 1B – Water Supply Plant, 12" and 8" Waterline extension to serve area south of Iowa Colony City Hall including Brister Road and Edward Lane	$4,616,460	2028	80%	$3,693,168
CIP Project No. 2A – 12" and 8" Waterline extension to area along Iowa Colony Blvd. north of Meridiana and east of SH 288	$1,550,475	2026	80%	$1,240,380
CIP Project No. 2B – 12" and 8" Waterline extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway	$5,427,270	2029	80%	$4,341,816
CIP Project No. 3A – 12" & 8" Waterline extension to serve areas along south of Davenport Parkway along Ames Blvd. to South Hayes Creek, including Duke Road and CR 382	$2,644,380	2026	80%	$2,115,504
CIP Project No. 3B – Water Supply Plant, 12"and 8" waterline extension to serve areas along Ames Blvd, south of South Hayes Creek, including CR 62	$1,670,085	2030	80%	$1,336,068
CIP Project No. 4A – 12" Waterline extension and Water Supply Plant to serve areas along Iowa Colony Blvd. north of SH288 to Union Pacific Railroad	$4,703,400	2026	80%	$3,762,720
CIP Project No. 5 – 12" Waterline extension to serve areas along SH6	$1,326,375	2030	80%	$1,061,100
Surface Water Planning and Capacity Reservation	$1,500,000	2030	100%	$1,500,000
TOTAL	**$25,387,643.00**			**$20,610,114**
New Connections Served in 10 Year Period by Water Capital Improvements				5596
Cost per Connection				$3,683
Project Cost Assigned to the 10 Year Period				$20,610,114

TABLE 4.2 2021 WASTEWATER CAPITAL IMPROVEMENT PROJECTS

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1 – Lift Station and Force Main to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas	$1,850,850.00	2024	80%	$1,480,680
CIP Project No. 2 – Lift Station and Force Main to serve areas south of Davenport Parkway and West of SH 288	$2,993,204.00	2030	80%	$2,394,563
CIP Project No. 3 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas south of Bullard Parkway and West of SH 288 including Ruth Road and BCMUD 35	$1,802,642.00	2028	80%	$1,442,114
CIP Project No. 4 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas along SH 6 and areas along Iowa Colony Blvd., from SH 6 to Bullard Parkway	$2,093,261.00	2026	80%	$1,674,609
CIP Project No. 5 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas north of Meridiana Pkwy	$2,093,261.00	2026	80%	$1,674,609
CIP Project No. 6 – 5.25 MGD Wastewater Treatment Plant No. 2 Phase I (1.5 MGD)	$19,500,000.00	2025	100%	$19,500,000
CIP Project No. 7 – 5.50 MGD Wastewater Treatment Plant No. 1 Phase I (0.5 MGD)	$6,500,000.00	2030	100%	$6,500,000
TOTAL	**$36,833,218.00**			**$34,666,574**
New Connections Served in 10 Year Period by Wastewater Capital Improvements				5596
Cost per Connection				$6,195
Project Cost Assigned to the 10 Year Period				$34,666,574

4.3 CAPITAL IMPROVEMENT PROJECTS (2025 UPDATE)

The eligible water and wastewater projects for Impact Fee consideration are shown in **TABLE 4.3 AND 4.4**. This includes proposed CIP projects, and proposed improvements to existing facilities to provide additional capacity which can serve some or all of the projected growth during the study period.

For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period. **EXHIBIT D AND EXHIBIT E** show the Water and Wastewater Capital Improvement Project Maps, respectively.

TABLE 4.3 2025 WATER CAPITAL IMPROVEMENT PROJECTS

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1A – Water Supply Plant, 12" and 8" Waterline extension to serve area south of Iowa Colony City Hall including Brister Road and Edward Lane	$7,544,304	2028	90%	$6,789,874
CIP Project No. 2A – 12" and 8" Waterline extension to area along Iowa Colony Blvd. north of Meridiana and east of SH 288	$3,175,301	2026	80%	$2,540,241
CIP Project No. 2B – East Water Supply Plant, 12" and 8" Waterline extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway	$8,162,984	2029	80%	$6,530,388
CIP Project No. 3A – 12" & 8" Waterline extension to serve areas along south of Davenport Parkway along Ames Blvd. to South Hayes Creek, including Duke Road and CR 382	$3,968,447	2026	80%	$3,174,757
CIP Project No. 3B – Water Supply Plant, 12"and 8" waterline extension to serve areas along Ames Blvd, south of South Hayes Creek, including CR 62	$7,855,520	2030	80%	$6,284,416
CIP Project No. 4A – 12" Waterline extension and Water Supply Plant to serve areas along Iowa Colony Blvd. north of SH288 to Union Pacific Railroad	$7,654,802	2030	80%	$6,123,842
CIP Project No. 5 – 12" Waterline extension to serve areas along SH6	$2,226,138	2032	80%	$1,780,910
CIP Project No. 6 – Elevated Water Storage Tank	$7,500,000	2027	100%	$7,500,000.00
Surface Water Planning and Capacity Reservation	$1,000,000	2030	100%	$1,000,000
Total	**$49,087,497**			**$41,724,428**
New Connections Served in 10 Year Period by Water Capital Improvements				7,970
Cost per Connection				$5,235
Project Cost Assigned to the 10 Year Period				$41,724,428

TABLE 4.4 2025 WASTEWATER CAPITAL IMPROVEMENT PROJECTS

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1 – Lift Station and Force Main to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas	$2,498,033	2026	80%	$1,998,427
CIP Project No. 2 – Lift Station and Force Main to serve areas south of Davenport Parkway and West of SH 288	$4,616,432	2026	90%	$4,154,789
CIP Project No. 3 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas along SH 6 and areas along Iowa Colony Blvd., from SH 6 to Bullard Parkway	$3,466,957	2028	100%	$3,466,957
CIP Project No. 4 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas north of Meridiana Pkwy	$3,055,455	2028	80%	$2,444,364
CIP Project No. 5 – Northwest Wastewater Treatment Plant No. 2 Phase I (1.5 MGD)	$20,250,000	2025	9%	$1,822,500
CIP Project No. 6 – Southeast Wastewater Treatment Plant No. 1 Phase I (0.5 MGD)	$15,900,000	2027	90%	$14,310,000
CIP Project No. 7 - Southwest Wastewater Treatment Plant Expansion (0.4 MGD)	$11,000,000	2026	90%	$9,900,000
TOTAL	**$60,786,877**			**$38,097,037**
New Connections Served in 10 Year Period by Wastewater Capital Improvements				7,970
Cost per Connection				$4,780
Project Cost Assigned to the 10 Year Period				$38,097,037

5.0 IMPACT FEE CALCULATION

This section includes a summary of the capital improvement project costs, interest costs, service unit equivalency, and a calculation of the maximum impact fee amount.

The capital improvement costs included in the impact fee calculation will include the portion of the project cost that is directly related to new growth. Some of the projects include provision of additional capacity for future growth.

The previous tables (**TABLE 4.3 AND 4.4**) show the proposed CIP Costs Summary, reflecting costs prorated for new development, to be used in the impact fee calculation.

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP projects listed in **TABLE 5.1** are eligible for reimbursement in accordance with the Impact Fee Legislation. This update reflects an estimated interest rate of 2.5% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee calculation are as follows, based on a 20-year finance term:

TABLE 5.1 FINANCE COSTS

	WATER	WASTEWATER
Total Project Cost	$41,724,427.84	$38,097,036.54
Interest Rate	2.50%	2.50%
Term (Years)	20	20
Total Interest	$11,339,320.21	$10,353,515.17
Total Eligible Cost w/ Interest	$53,063,748.06	$48,450,551.70

5.2 SERVICE UNIT DETERMINATION

The equivalent meter/ ESU is used to measure consumption by new growth for impact fee purposes, similar to the 2021 Impact Fee report. The 5/8", 3/4" and 1" water meters serve as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a 3/4" meter.

The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single-family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **TABLE 5.2** provides these equivalency factors.

TABLE 5.2 EQUIVALENT METER FACTORS

Meter Size (inches)	Equivalency Factor
5/8"	1
3/4"	1
1"	1
1.5"	3.33
2"	5.33
3"	10
4"	16.67
6"	33.33
8"	53.33

TABLE 5.3 uses these equivalency factors and the total existing meter count provided by the City of Iowa Colony Water Billing Department to determine the total equivalent meters in the system.

TABLE 5.3 2025 WATER METER CONNECTION COUNT

Meter Size	Number of Connections	Equivalency Factor	Number of Equivalent Connections
5/8"	6360	1	6360
3/4"	0	1	0
1"	0	1	0
1.5"	0	3.33	0
2"	52	5.33	277
3"	1	10.67	10
6"	0	33.33	0
8"	7	53.33	373
TOTAL	**6420**		**7020**

A "population per equivalent meter" to factor in residential and commercial meters was also calculated. The calculation for the 10-year period (2025-2035) is as follows:

2025-2035 Population per Equivalent meter

$$\frac{43{,}458 \ - 20{,}503 \ \text{(Increase in Population, } 2025 - 2035)}{7{,}970 \ \text{(Projected Increase in ESU)}} = 2.9$$

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10-year planning period. The fee for various meter sizes is then determined by applying the factors provided in **TABLE 5.2** for all meters larger than the standard 3/4" residential meter. The maximum assessable impact fee for the City of Iowa Colony for water and wastewater is as follows:

MAXIMUM WATER IMPACT FEE

$$\frac{\$53{,}063{,}748.06 \ \text{(Cost of Water CIP Projects)}}{7{,}970 \ \text{(Projected Increase in ESU)}} = \$13{,}315.87$$

MAXIMUM WASTEWATER IMPACT FEE

$$\frac{\$48{,}450{,}551.70 \ \text{(Cost of Wastewater CIP Projects)}}{7{,}970 \ \text{(Projected Increase in ESU)}} = \$12{,}158.23$$

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

Section 395.014 Paragraph a (7):

(A) A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum.

For this update (2025), the maximum allowable impact fee proposed is calculated as follows:

50% of Water CIP Costs per Equivalent Meter = $13,315.87 x 50% = $6,657.94

50% of Wastewater CIP Costs per Equivalent Meter = $12,158.23 x 50% = $6,079.12

Total Impact Fee (Water + Wastewater) = $12,737.05

In 2021, the maximum calculated fees were $2,352 for water and $3,955 for wastewater, adopting a fee of $2,350 and $3,950 respectively. This impact fee value has remained unchanged.

5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2025 fee amounts to be recommended to City Council are as shown on **TABLE 5.4** below:

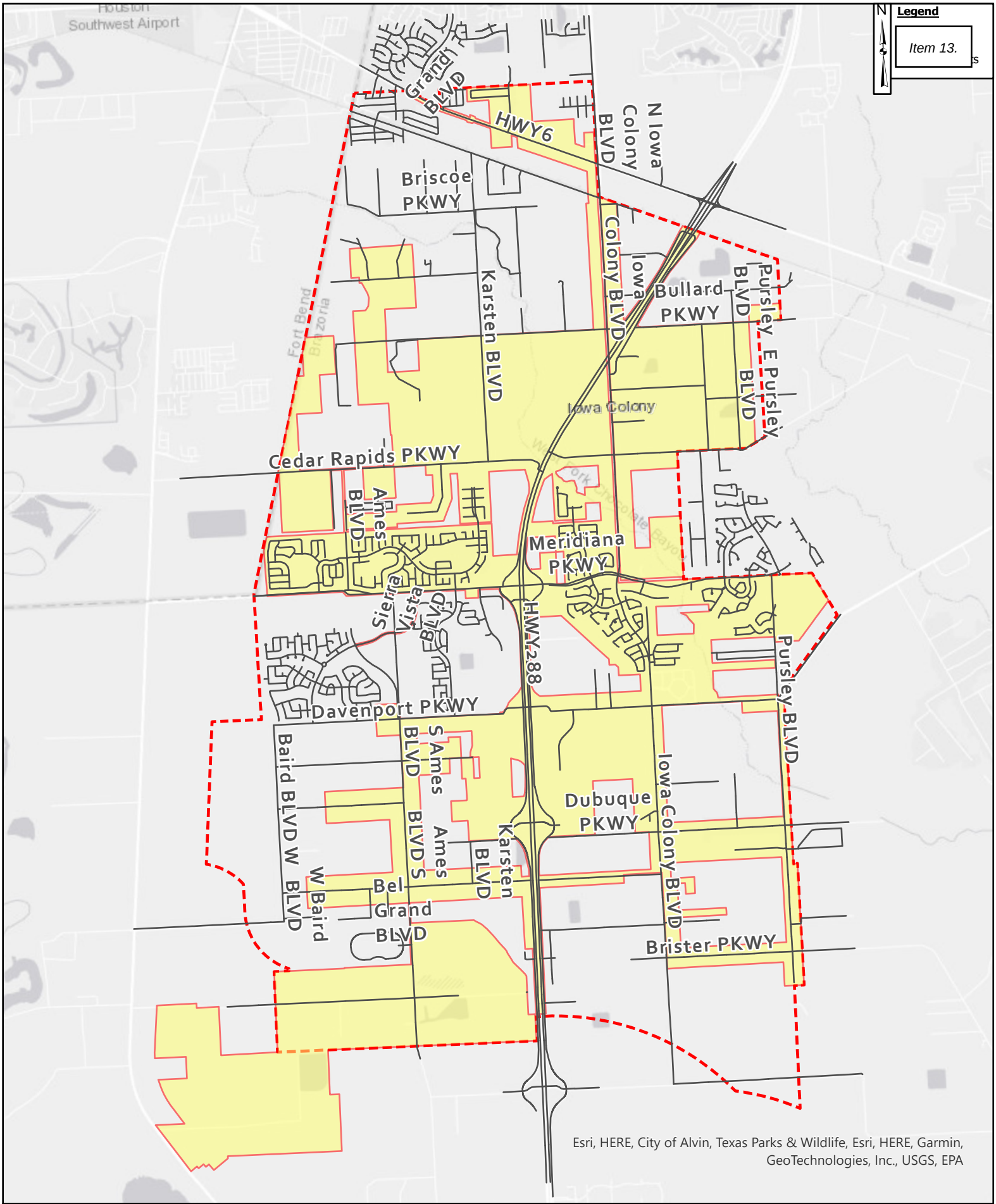
TABLE 5.4 PROPOSED CAPITAL RECOVERY FEES

TYPE	CURRENT FEE	2025 UPDATE MAX FEE W/ 50% CREDIT	RECOMMENDED FEE
Water	$2,350.00	$6,657.94	
Wastewater	$3,950.00	$6,079.12	
TOTAL	**$6,300.00**	**$12,737.05**	**$0.00**
MULTIPLYING FACTORS			
DEVELOPMENT	**FACTOR**	**UNIT**	**TOTAL IMPACT FEE**
Single Family Dwelling	1	ESFC	$0.00
Apartment Complex	1	ESFC per living unit	$0.00
Hotel, Motel, Resort, Etc.	0.8	ESFC per unit or room	$0.00
Mobile Home	1	ESFC per unit or room	$0.00
Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:			
METER SIZE	**FACTOR**	**UNIT**	**TOTAL IMPACT FEE**
5/8"	1	ESFC's	$0.00
3/4"	1	ESFC's	$0.00
1"	1	ESFC's	$0.00
1.5"	3.33	ESFC's	$0.00
2", All Types	5.33	ESFC's	$0.00
3" Compound	10.67	ESFC's	$0.00
3" Turbine	11.67	ESFC's	$0.00
4" Compound	16.67	ESFC's	$0.00
4" Turbine	21	ESFC's	$0.00
6" Compound	33.33	ESFC's	$0.00
6" Turbine	43.33	ESFC's	$0.00
8" Compound	53.33	ESFC's	$0.00
8" Turbine	93.33	ESFC's	$0.00
10" Compound	76.67	ESFC's	$0.00
10" Turbine	140	ESFC's	$0.00
12" All Types	176.67	ESFC's	$0.00

Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

Note 2: When building fire flow systems are combined with other building systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.

Exhibit A - Service Area Map



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CITY OF IOWA COLONY
SERVICE AREA MAP

CITY OF IOWA C

Exhibit B - Land Use Map

CITY OF IOWA COLONY

LEGEND

FEMA FLOOD ZONE

- OPEN SPACE PARKS
- HIGH DENSITY MIXED USE
- MEDIUM DENSITY MIXED USE
- MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL (1 LOT/AC TO 3LOTS/AC)
- LOW DENSITY SINGLE FAMILY RESIDENTIAL (1 LOT/AC OR LESS)
- MOBILE HOME RESIDENTIAL
- PUBLIC

MAJOR ARTERIAL

- SUFFICIENT WIDTH
- TO BE WIDENED
- PROPOSED ALIGNMENT

MAJOR COLLECTOR

- SUFFICIENT WIDTH
- TO BE WIDENED
- PROPOSED ALIGNMENT

MINOR COLLECTOR

- SUFFICIENT WIDTH
- TO BE WIDENED
- PROPOSED ALIGNMENT

MISCELLANEOUS

- SUPER ARTERIALS
- TXDOT SIGNALIZATION
- MAJOR ARTERIALS INTERSECTION SIGNALIZATION
- MAJOR COLLECTOR INTERSECTION SIGNALIZATION
- ROUNDABOUT
- RAILROAD GRADE SEPARATION (R)
- ARTERIALS OUTSIDE ETJ

IOWA COLONY

- CITY LIMITS
- CITY ETJ

0 1000 2000 FEET

FORT BEND COUNTY
BRAZORIA COUNTY
SH 6
BRISCOE PKWY (FCR956)
AMES BLVD (FCR48)
KARSTEN BLVD (FCR383)
IOWA COLONY BLVD (FCR48)
NOLAN RYAN EXPRESS WAY (SH 288)
BULLARD PKWY (FCR81)
PURSLEY BLVD (FCR80)
CEDAR RAPIDS PKWY (FCR57)
DISCOVERY
MERIDIANA PKWY (FCR56)
DAVENPORT PKWY (FCR64)
BAIRD BLVD (FCR55)
DUBUQUE PKWY (FCR63)
PURSLEY BLVD (FCR67)
IOWA COLONY BLVD (FCR65)
BRISTER PKWY (FCR121)
SANDY POINT PKWY (FCR53)
ALVIN
2 MILE ETJ
FUTURE SH 99 GRAND PARKWAY

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marshdarcy PARTNERS
RCC Ron Cox Consulting — Helping Cities Manage Better

CITY OF IOWA COLONY
GENERAL CONCEPT FUTURE LAND USE

ADOPTED JUNE 15, 2020

Exhibit C - Development Map

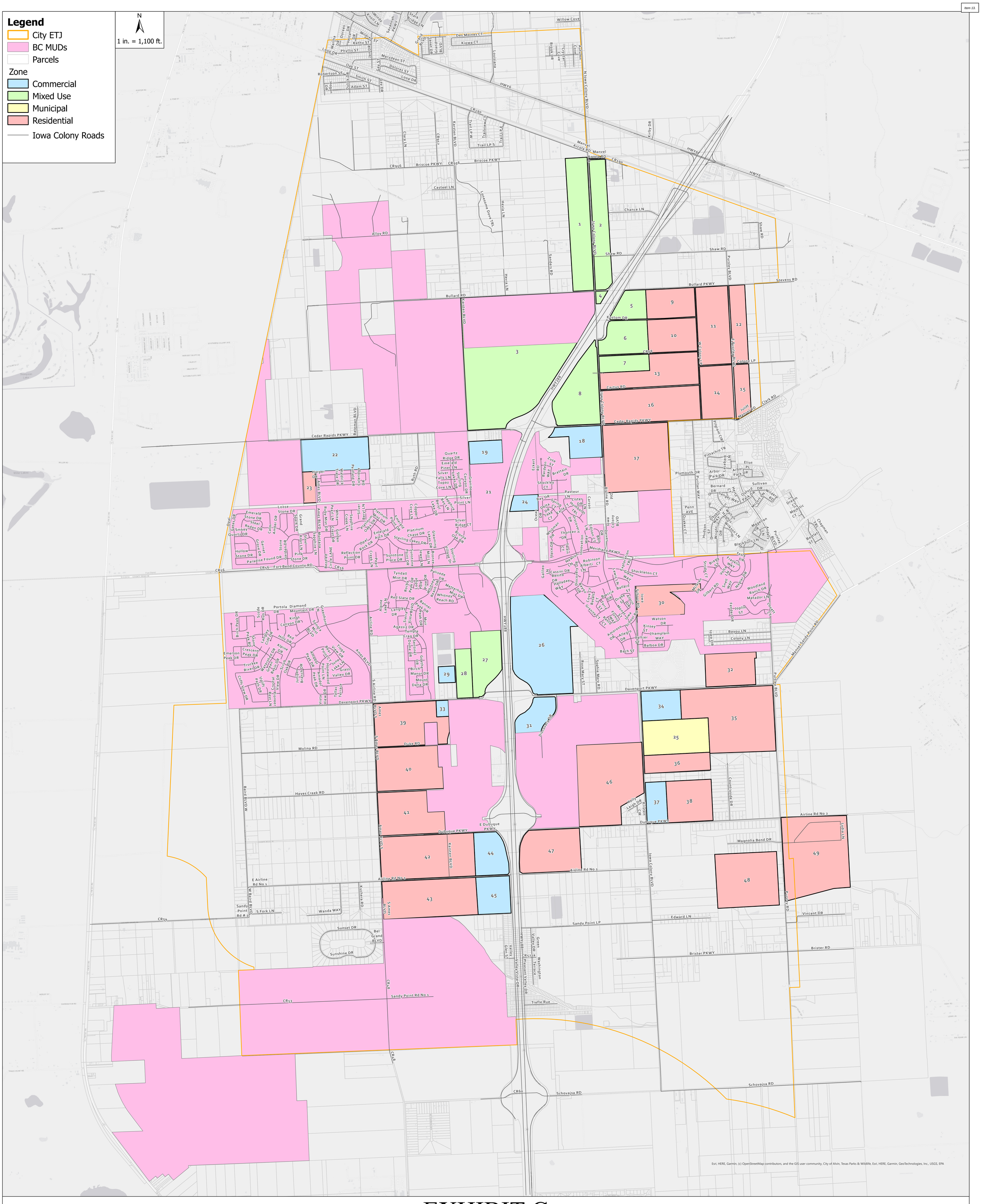


EXHIBIT C
CITY OF IOWA COLONY
DEVELOPMENT MAP

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CITY OF IOWA COLONY

Exhibit D - Water Capital Improvement Projects



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CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 1A

CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 2A

ADICO CONSULTING ENGINEERS

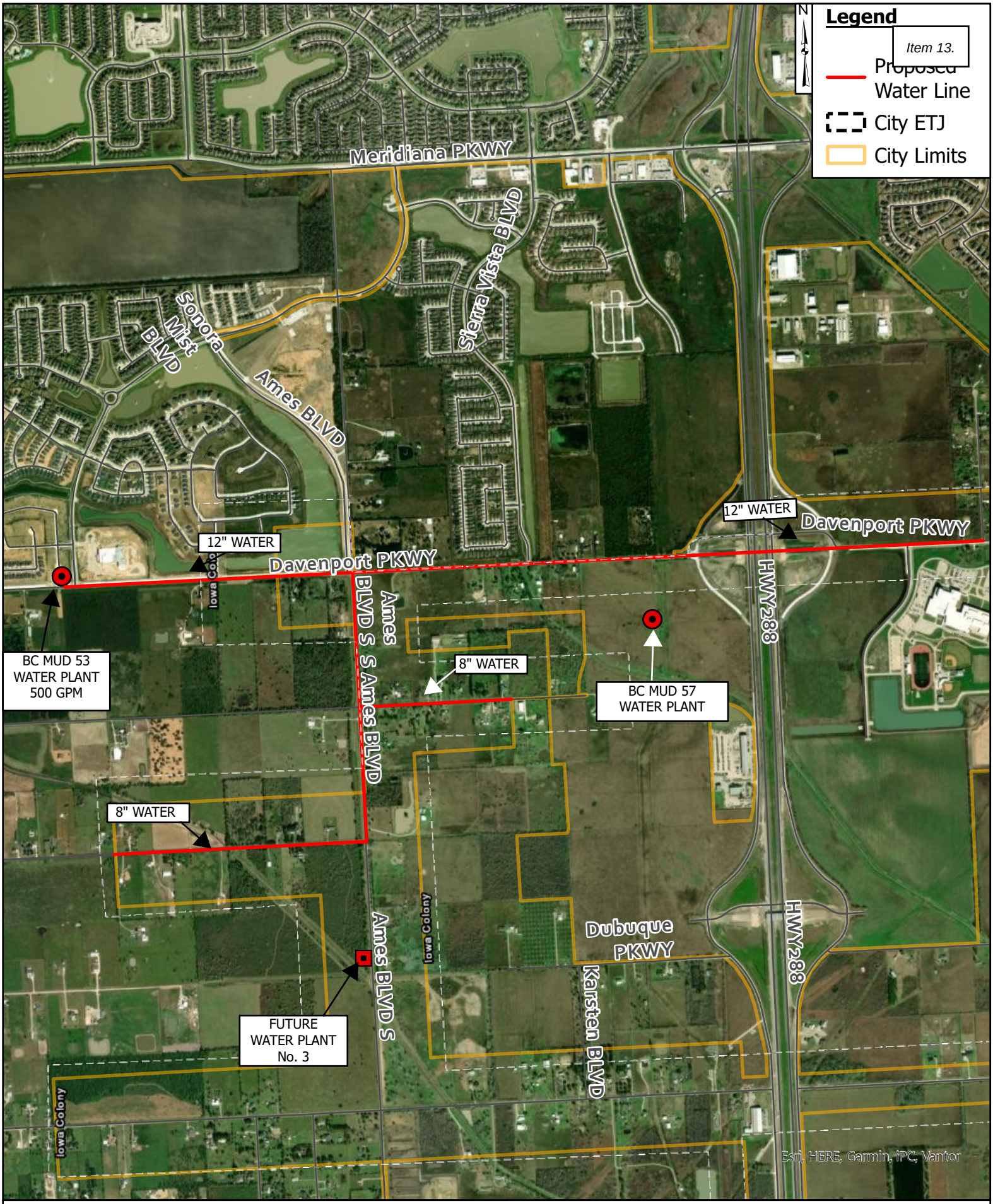
CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 2B

ADICO CONSULTING ENGINEERS

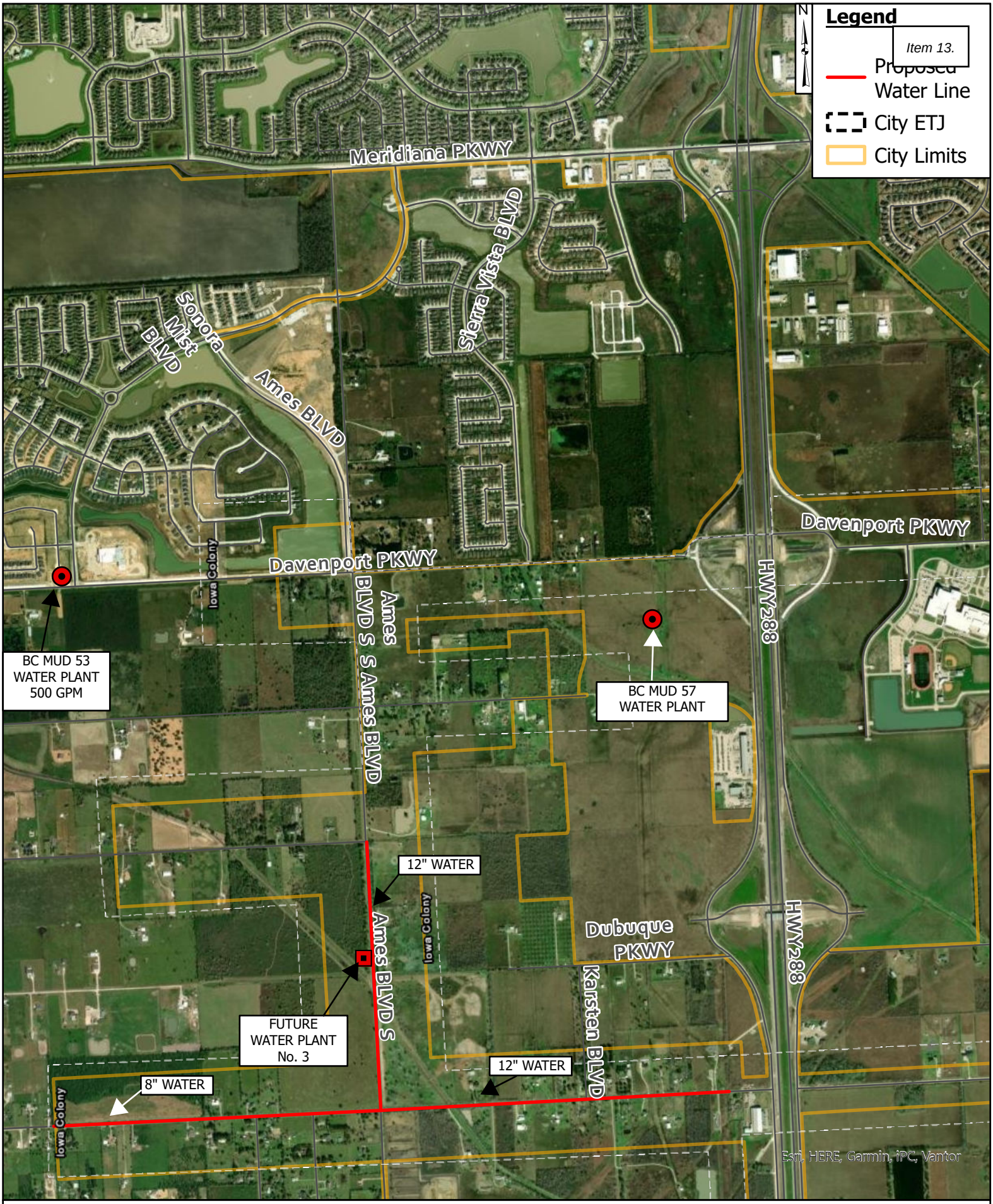
CITY OF IOWA COLONY



ADICO CONSULTING ENGINEERS

CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 3A

CITY OF IOWA COLONY



ADICO CONSULTING ENGINEERS

CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 3B

CITY OF IOWA COLONY



ADICO CONSULTING ENGINEERS

CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 4A

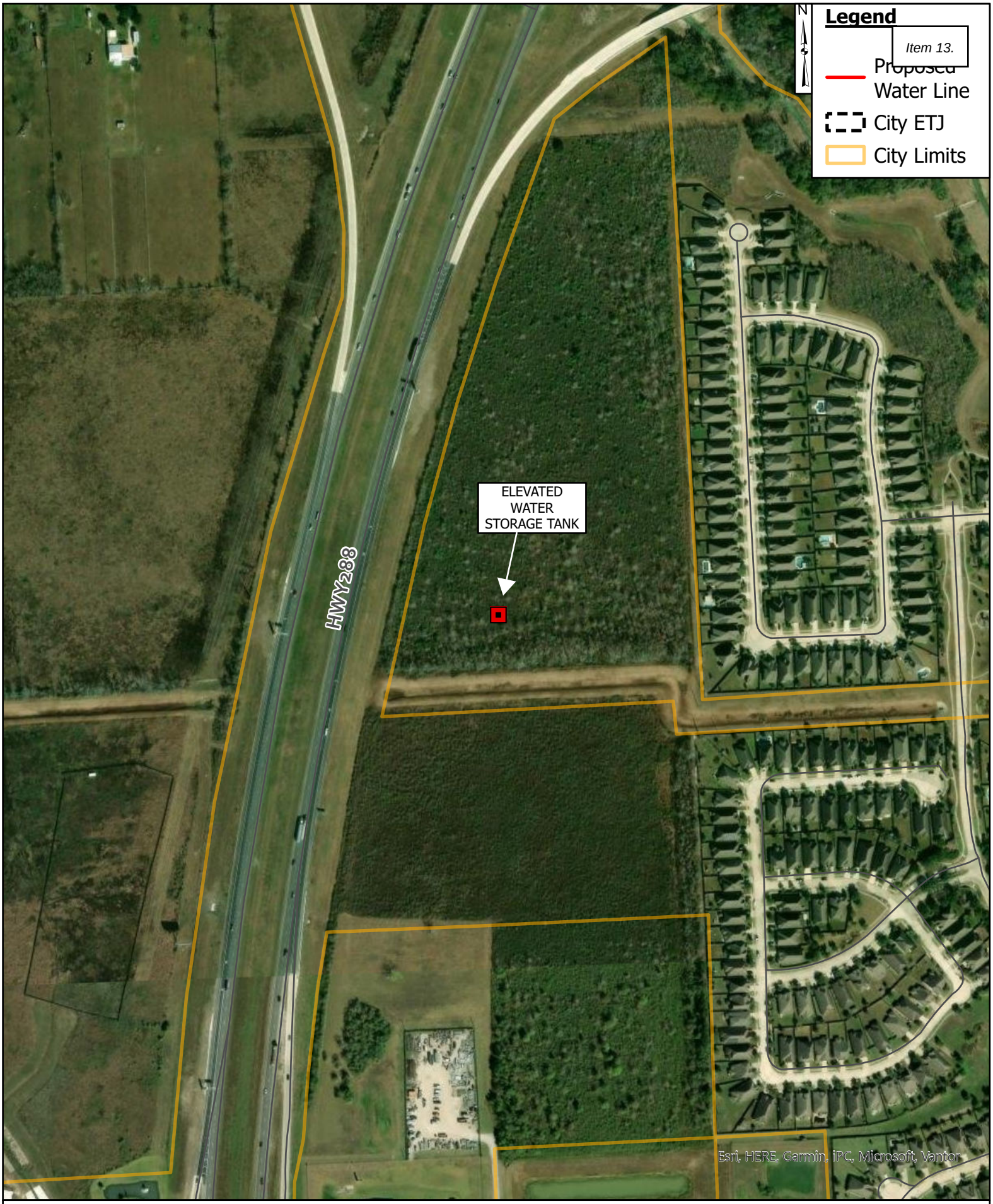
CITY OF IOWA COLONY



ADICO CONSULTING ENGINEERS

CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 5

CITY OF IOWA COLONY



ADICO CONSULTING ENGINEERS

CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WATER CIP PROJECT NO. 6

CITY OF IOWA COLONY

Exhibit E - Wastewater Capital Improvement Projects



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 1

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CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 2

ADICO CONSULTING ENGINEERS

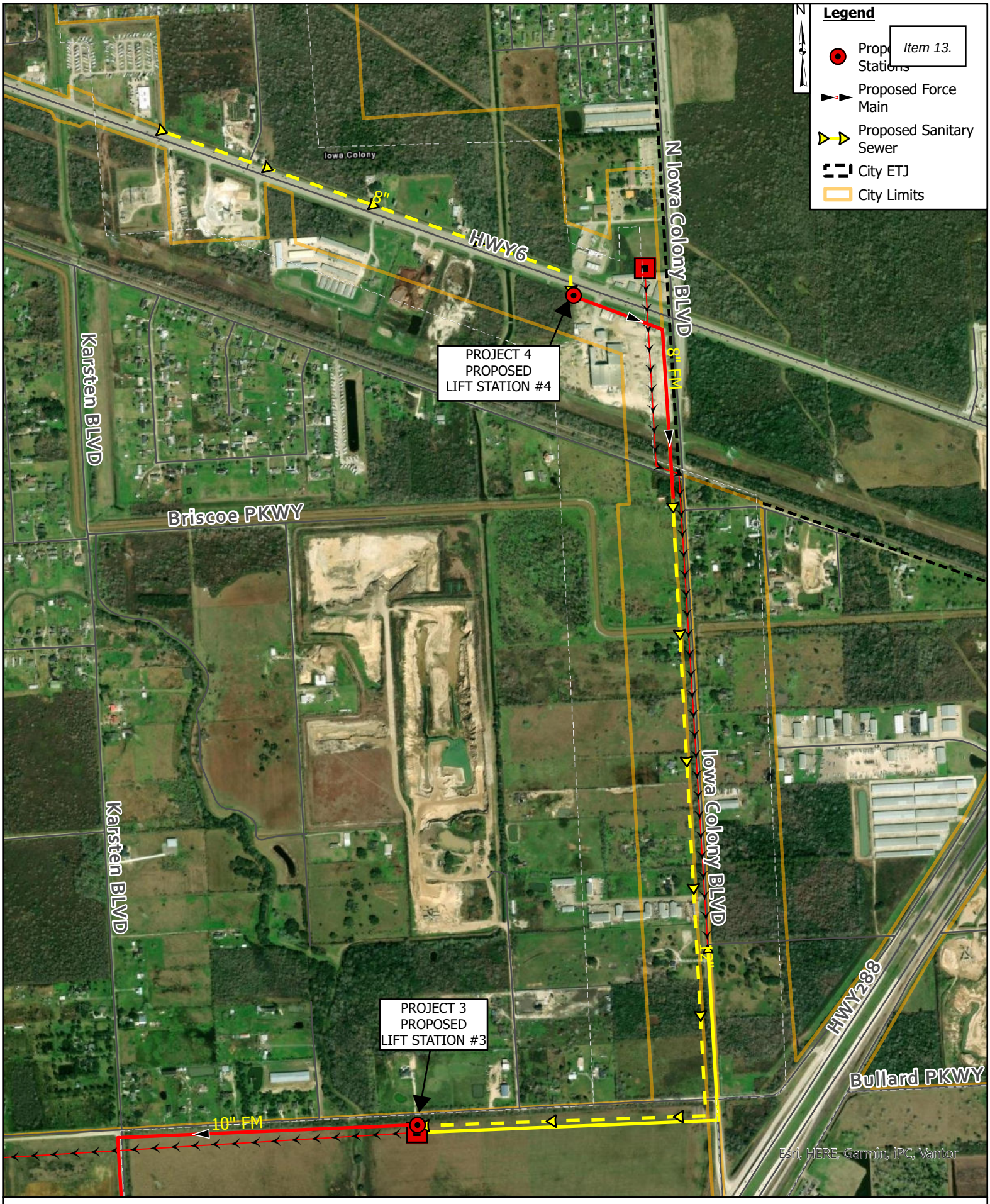
CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 3

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CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 4

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CITY OF IOWA COLONY



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CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 5

CITY OF IOWA COLONY



CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 6

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CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 7

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CITY OF IOWA COLONY



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CITY OF IOWA COLONY
WATER AND WASTEWATER IMPACT FEE STUDY
WASTEWATER CIP PROJECT NO. 8

CITY OF IOWA COLONY

Appendix A - Water Capital Improvement Projects Cost Estimates

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: Iowa Colony Blvd South Waterline Extension and Improvements Phase II

Description: Waterline Extension to serve area south of Iowa Colony City Hall

CIP Project No.	**1A**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2028

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	15,950	LF	$90	$1,435,500
2.	8" Bore	200	LF	$190	$38,000
3.	8" Gate Valves	16	EA	$4,800	$76,560
4.	Fire Hydrant Assembly	32	EA	$6,750	$218,240
5.	Wet Connection	1	EA	$3,750	$3,750
6.	Water Plant No. 1 (Including 500 GPM well, GST, etc)	1	LS	$3,500,000	$3,500,000
				Subtotal:	**$5,272,050**
				Contingency (20%):	**$1,054,410**
				Engineering (15%):	**$790,808**
				Total:	**$7,117,268**
				Total Cost (Inflation)	**$7,544,304**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: Iowa Colony Blvd Central Waterline Extension and Improvements

Description: Waterline Extension to area along Iowa Colony Blvd. north of Meridiana and east of SH 288

CIP Project No.	**2A**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2027

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	1,550	LF	$90	$139,500
2.	12" Waterline (all depths)	14,900	LF	$115	$1,713,500
3.	8" Bore	200	LF	$190	$38,000
4.	12" Bore	500	LF	$250	$125,000
5.	8" Gate Valves	2	EA	$4,800	$8,400
6.	12" Gate Valves	15	LF	$6,000	$92,400
7.	Fire Hydrant Assembly	34	LF	$6,750	$231,525
8.	Wet Connection	1	EA	$3,750	$3,750
			Subtotal:		**$2,352,075**
			Contingency (20%):		**$470,415**
			Engineering (15%):		**$352,811**
			Total:		**$3,175,301**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: East Water Plant & Cedar Rapid East Waterline Extension and Improvements

Description: East Water Plant and Waterline Extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway

CIP Project No.	**2B**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2029

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	14,600	LF	$90	$1,314,000
2.	12" Waterline (all depths)	2,700	LF	$115	$310,500
3.	8" Bore	200	LF	$190	$38,000
4.	12" Bore	200	LF	$250	$50,000
5.	8" Gate Valves	15	EA	$4,800	$71,040
6.	12" Gate Valves	3	LF	$6,000	$17,400
7.	Fire Hydrant Assembly	35	LF	$6,750	$238,950
8.	Wet Connection	1	EA	$7,500	$7,500
9.	East Water Plant (Including 500 GMP well, GST, etc.)	1	LS	$3,500,000	$3,500,000
				Subtotal:	**$5,547,390**
				Contingency (20%):	**$1,109,478**
				Engineering (15%):	**$832,109**
				Total:	**$7,488,977**
				Total Cost (Inflation)	**$8,162,984**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **3A**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2028

Project Name: Davenport Parkway and Ames Blvd. South Waterline Extension and Imp.

Description: Waterline Extension to serve areas along south of Davenport Parkway along Ames Blvd to South Hayes Creek, including Duke Road and CR 382

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	5,100	LF	$90	$459,000
2.	12" Waterline (all depths)	13,700	LF	$115	$1,575,500
3.	8" Bore	200	LF	$190	$38,000
4.	12" Bore	1,500	LF	$250	$375,000
5.	8" Gate Valves	5	EA	$4,800	$25,440
6.	12" Gate Valves	30	LF	$6,000	$182,400
7.	Fire Hydrant Assembly	41	LF	$6,750	$276,750
8.	Wet Connection	1	EA	$7,500	$7,500
				Subtotal:	**$2,939,590**
				Contingency (20%):	**$587,918**
				Engineering (15%):	**$440,939**
				Total:	**$3,968,447**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: Ames Blvd South Waterline Extension and Improvements

Description: Waterline Extension and Water Plant to serve areas along Ames Blvd south of South Hayes Creek, including County Road 62

CIP Project No.	**3B**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2030

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	4,000	LF	$90	$360,000
2.	12" Waterline (all depths)	7,100	LF	$115	$816,500
3.	8" Bore	400	LF	$190	$76,000
4.	12" Bore	800	LF	$250	$200,000
5.	8" Gate Valves	4	EA	$5,000	$22,000
6.	12" Gate Valves	8	LF	$6,000	$47,400
7.	Fire Hydrant Assembly	25	LF	$6,750	$166,050
8.	Wet Connection	1	EA	$7,500	$7,500
9.	Water Plant No. 3 (Including 500 GPM well, GST, etc)	1	LS	$3,500,000	$3,500,000

Subtotal:	**$5,195,450**
Contingency (20%):	**$1,039,090**
Engineering (15%):	**$779,318**
Total:	**$7,013,858**
Total Cost (Inflation):	**$7,855,520**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: Iowa Colony Blvd North Waterline Exension and Improvements

Description: Waterline Extension and Water Plant to serve areas along Iowa Colony Blvd. north of SH 288 to railroad

CIP Project No.	**4A**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2030

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	12" Waterline (all depths)	7,500	LF	$115	$862,500
2.	12" Bore	600	LF	$250	$150,000
3.	12" Bore with Casing	500	LF	$750	$375,000
4.	12" Gate Valves	9	LF	$6,000	$51,600
5.	Fire Hydrant Assembly	17	LF	$6,750	$116,100
6.	Wet Connection	1	EA	$7,500	$7,500
7.	Water Plant No. 4 (Including 500 GPM well, GST, etc)	1	LS	$3,500,000	$3,500,000

Subtotal:	**$5,062,700**
Contingency (20%):	**$1,012,540**
Engineering (15%):	**$759,405**
Total:	**$6,834,645**
Total Cost (Inflation):	**$7,654,802**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: SH6 Waterline Extension and Improvements

Description: Waterline Extension and to serve areas along SH6

CIP Project No.	**5**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2032

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	12" Waterline (all depths)	6,100	LF	$115	$701,500
2.	12" Bore	400	LF	$250	$100,000
3.	12" Bore with Casing	600	LF	$750	$450,000
4.	12" Gate Valves	7	LF	$6,000	$42,600
5.	Fire Hydrant Assembly	14	LF	$6,750	$95,850
6.	Wet Connection	1	EA	$7,500	$7,500
				Subtotal:	**$1,397,450**
				Contingency (20%):	**$279,490**
				Engineering (15%):	**$209,618**
				Total:	**$1,886,558**
				Total Cost (Inflation):	**$2,226,138**

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opininon of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: Elevated Water Storage Tank

Description: 1 MGD Elevated Storage Tank to Provide Water Storage Capacity and S

CIP Project No.	**5**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2026

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Elevated Water Storage Tank	1	LS	$6,250,000	$6,250,000
			Subtotal:		**$6,250,000**
			Contingency (10%):		**$625,000**
			Engineering (10%):		**$625,000**
			Total:		**$7,500,000**

Appendix B - Wastewater Capital Improvement Projects Cost Estimates

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

Project Name: City Hall Wastewater Extension

Description: Proposed Lift Station and Forcemain to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas

CIP Project No.	**1**
Date:	8/26/2026
Prepared By:	AG
Checked By:	BB
Projection:	2026

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	$650,000	$650,000
2.	Generator	1	LS	$125,000	$125,000
3.	8" Sanitary Sewer (all depths)	800	LF	$75	$60,000
4.	12" Sanitary Sewer (all depths)	7,800	LF	$85	$663,000
5.	8" Forcemain	2,100	LF	$65	$136,500
6.	Sanitary Sewer Manholes	30	LF	$4,000	$120,000
7.	Extra Depth Manholes	150	EA	$180	$27,000
8.	Air Release Manholes	2	EA	$7,500	$15,000
9.	Connection to existing Force Main	1	EA	$4,800	$4,800

Subtotal:	**$1,796,500**
Contingency (20%):	**$359,300**
Engineering (15%):	**$269,475**
Total:	**$2,425,275**
Total Cost (Inflation):	**$2,498,033**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **2**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2026

Project Name: BCMUD 53 Sanitary Sewer Collection Extension

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas south of Davenport Parkway and west of SH 288

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	$650,000	$650,000
2.	Generator	1	LS	$125,000	$125,000
3.	8" Sanitary Sewer (all depths)	10,550	LF	$75	$791,250
4.	12" Sanitary Sewer (all depths)	5,210	LF	$85	$442,850
5.	8" Forcemain	11,080	LF	$65	$720,200
6.	Sanitary Sewer Manholes	63	LF	$4,000	$252,160
7.	Extra Depth Manholes	315	EA	$180	$56,736
8.	Air Release Manholes	2	EA	$7,500	$15,000

Subtotal:	**$3,053,196**
Contingency (20%):	**$610,639**
Engineering (15%):	**$457,979**
Total:	**$4,121,815**
Total Cost (Inflation):	**$4,616,432**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **3**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2028

Project Name: Bullard Parkway Sanitary Sewer Collection Extension

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas along SH 6 and areas along Iowa Colony Blvd. from SH 6 to Bullard Parkway.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	$650,000	$650,000
2.	Generator	1	LS	$125,000	$125,000
3.	8" Sanitary Sewer (all depths)	4,200	LF	$70	$294,000
4.	12" Sanitary Sewer (all depths)	8,050	LF	$85	$684,250
5.	8" Forcemain	2,400	LF	$70	$168,000
6.	Sanitary Sewer Manholes	49	LF	$4,000	$196,016
7.	Extra Depth Manholes	245	EA	$180	$44,104
8.	Air Release Manholes	2	EA	$7,500	$15,000
9.	Bore and Case 8" Sanitary Sewer	400	LF	$475	$190,000

Subtotal:	**$2,176,370**
Contingency (20%):	**$435,274**
Engineering (15%):	**$326,455**
Total:	**$2,938,099**
Total Cost (Inflation):	**$3,466,957**

CITY OF IOWA COLONY

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **4**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2028

Project Name: Meridiana Sanitary Sewer Collection Extension

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas north of Meridiana Parkway

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	$742,500	$742,500
2.	Generator	1	LS	$135,000	$135,000
3.	8" Sanitary Sewer (all depths)	4,200	LF	$70	$294,000
4.	12" Sanitary Sewer (all depths)	8,050	LF	$70	$563,500
5.	8" Forcemain	2,400	LF	$65	$156,000
6.	Sanitary Sewer Manholes	49	LF	$3,780	$185,235
7.	Extra Depth Manholes	245	EA	$180	$44,104
8.	Air Release Manholes	2	EA	$7,425	$14,850
9.	Bore and Case 8" Sanitary Sewer	500	LF	$475	$237,500

Subtotal:	**$2,135,189**
Contingency (20%):	**$427,038**
Engineering (15%):	**$320,278**
Total:	**$2,882,505**
Total Cost (Inflation):	**$3,055,455**

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **5**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2025

Project Name: Northwest Wastewater Treatment Plant

Description: Proposed Wastewater Treatment Plant Expansion to serve northwest side of the City.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Wastewater Treatment Plant	1	LS	$15,000,000	$15,000,000
			Subtotal:		**$15,000,000**
			Contingency (20%):		**$3,000,000**
			Engineering (15%):		**$2,250,000**
			Total:		**$20,250,000**

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **6**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2027

Project Name: Southeast Wastewater Treatment Plant

Description: Proposed Wastewater Treatment Plant to serve southeast side of the City.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Wastewater Treatment Plant	1	LS	$12,500,000	$12,500,000
			Subtotal:		**$12,500,000**
			Contingency (10%):		**$1,250,000**
			Engineering (10%):		**$1,250,000**
			Total:		**$15,000,000**
			Total Cost (Inflation):		**$15,900,000**

CITY OF IOWA COLONY
Water and Wastewater Impact Fee Study (Update)
Opinion of Probable Construction Cost

Adico, LLC - Consulting Engineers

CIP Project No. **7**
Date: 8/26/2026
Prepared By: AG
Checked By: BB
Projection: 2026

Project Name: Southwest Wastewater Treatment Plant Expansion

Description: Proposed Wastewater Treatment Plant Expansion

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Wastewater Treatment Plant	1	LS	$8,800,000	$8,800,000
			Subtotal:		**$8,800,000**
			Contingency (15%):		**$1,320,000**
			Engineering (10%):		**$880,000**
			Total:		**$11,000,000**

Professional Report

FINAL REPORT

IOWA COLONY

WATER COST OF SERVICE AND RATE DESIGN STUDY

NOVEMBER 5, 2026

Nelisa Heddin Consulting, LLC
P.O. Box 341855
Lakeway, TX 78734
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EXECUTIVE SUMMARY

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to present the City of Iowa Colony (City) with the results of an update of a cost of service and rate design study performed for the City's water and wastewater utility. The City retained NH Consulting to perform a cost of service and rate design study for the City's water and wastewater utility. The study's intent is to achieve a water and wastewater rate structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. Therefore ensuring the utility operates on a self-sustaining basis while considering the economic impact on the City's customers.

The project team has worked closely with City staff to develop revenue requirements and determine the cost of providing service to each of the City's customers. The project team identified that in order to meet future revenue requirements, the City needs to implement future water and wastewater rate increases. The analysis examined revenue requirements for a five-year study period, FYE2027-FYE2031 and recommended rates sufficient to meet revenue requirements for the five-year study period. The recommended rates are outlined in Tables 1 through 4.

Table 1: Recommended Water Rates, Minimum Bill

	Current	2027	2028	2029	2030	2031
5/8"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
3/4"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
1"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
1 1/2"	$ 83.25	$ 83.25	$ 83.25	$ 83.25	$ 83.25	$ 83.25
2"	$ 133.25	$ 133.25	$ 133.25	$ 133.25	$ 133.25	$ 133.25
3"	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
4"	$ 416.75	$ 416.75	$ 416.75	$ 416.75	$ 416.75	$ 416.75
6"	$ 833.25	$ 833.25	$ 833.25	$ 833.25	$ 833.25	$ 833.25
8"	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25
10"	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75

Table 2: Recommended Water Rates, Volumetric Rate (per thousand gallons), Residential

	Current	2027	2028	2029	2030	2031
0-2000	$ -	$ -	$ -	$ -	$ -	$ -
2001-5000	$ -	$ -	$ -	$ -	$ -	$ -
5001-10000	$ 3.00	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25
10001-20000	$ 3.50	$ 3.95	$ 3.95	$ 3.95	$ 3.95	$ 3.95
20001 and above	$ 4.00	$ 4.65	$ 4.65	$ 4.65	$ 4.65	$ 4.65

Table 3: Recommended Water Rates, Volumetric Rate (per thousand gallons), Non-Residential

	Current	2027	2028	2029	2030	2031
0-2000	$ -	$ -	$ -	$ -	$ -	$ -
2001-5000	$ 4.00	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25
5001-10000	$ 4.50	$ 4.95	$ 4.95	$ 4.95	$ 4.95	$ 4.95
10001-20000	$ 5.25	$ 5.65	$ 5.65	$ 5.65	$ 5.65	$ 5.65
20001 and above	$ 5.25	$ 6.35	$ 6.35	$ 6.35	$ 6.35	$ 6.35

Table 4: Recommended Wastewater Rates

Wastewater Bill	Current	2027	2028	2029	2030	2031
Monthly Fee	$ 25.00	$ 30.00	$ 35.00	$ 40.00	$ 40.00	$ 40.00

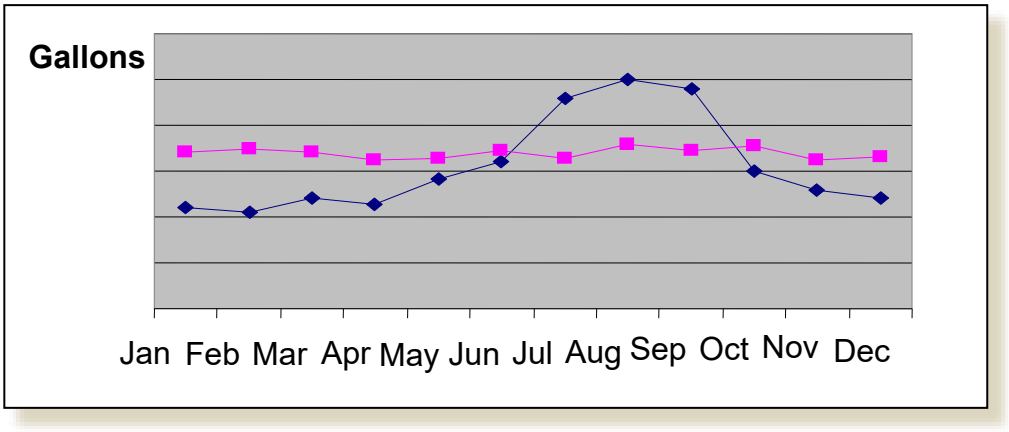
RATE SETTING THEORY

The American Water Works Association (AWWA) sets forth a methodology for rate setting based on cost-of-service principles. The premise of this methodology is to require users to pay the cost incurred by the utility to provide that user with water service.

The water utility infrastructure is created to meet times of peak demand. Although on an annual basis, the average usage of water is at a lower level, the system must meet times of peak usage, such as irrigation in summer months or early mornings when residents are showering, doing laundry and washing dishes. Chapter 290 of the Texas Administrative Code outlines strict guidelines that the water utility must abide by while providing retail water services. These guidelines outline specific requirements for items such as minimal system capacities, to meet these times of peak usage. Thus, the water utility must maintain the infrastructure to meet these requirements. To determine the utilities capacity requirements, one must factor in the number of connections served, the size of each connection, in addition to the usage patterns of those customers. Therefore, even though the utility may have average usage at a certain level, it must have the capacity to serve customers at a greater level in order to meet peaking demands.

Different customer classes utilize water in different manners, thus putting different strains on the utility. Examination of the utility's customer classes while applying a cost-of-service methodology recommended by the AWWA reveals the usage pattern of each class. Figure 1 exhibits different usage patterns for two different types of customers.

Figure 1: Usage Patterns



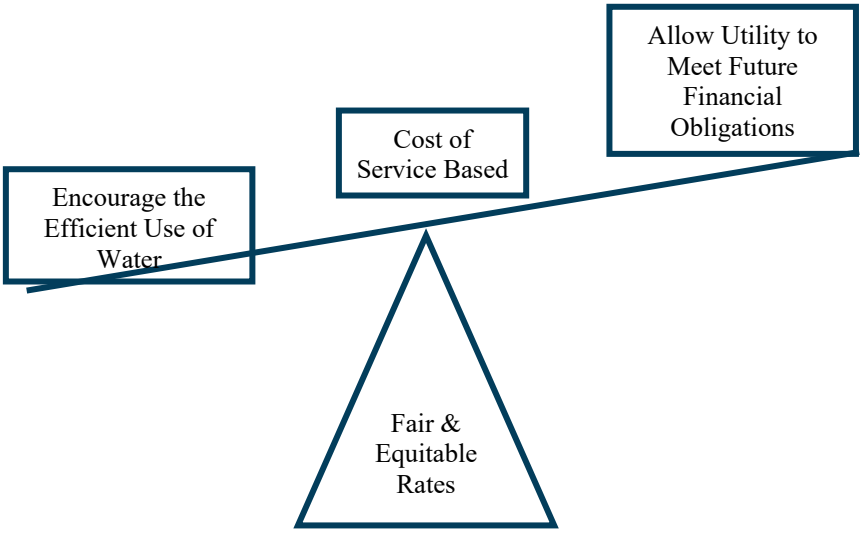
The customers represented by a blue line in Figure 1 show a dramatic peaking pattern in summer months. This peak pattern commonly occurs with customers who, for example irrigate during the summer. The customers represented by a pink line show very little deviation in their month-to-month usage. An example of a customer using water in this manner may be a commercial customer who uses water in a consistent pattern year round.

According to the AWWA, "A water utility is required to supply water in total amounts and at such rates of use desired by the customer. A utility incurs costs in relationship to the various expenditure requirements caused by meeting those customer demands. Since the needs for total volume of supply and peak rates of use vary among customers, the costs to the utility of providing service also vary among customers or classes of customers." In other words, there are significant cost implications to the ability a utility system must have to meet peaking patterns.

The blue-line customer in Figure 1 has a higher peak to average ratio of water usage. Whereas the pink-line customer has a lower peak to average ratio, even though the total volume used is greater for this customer class. In this example, the utility has to maintain a total system capacity to serve the maximum (or peak) usage of all customers, even though the blue-line customer uses a peak amount of water for 3-months out of the year. There is a significant cost implication to this irregular usage pattern. The rates charged to customers should reflect this cost differential.

RATE DESIGN GENERAL COMPONENTS

During rate analysis, the primary consideration is to determine rates that are fair and equitable among all customers. Rates should recover the cost associated with providing service to each customer from that particular customer. Determining rates that fully achieve this goal involves a detailed analysis of each individual customer's consumption pattern. Since this is an impractical feat for most utility systems, a typical rate design establishment fits average conditions for groups of customers having similar service requirements.



When grouping customer classes, one divides customers that utilize water in a similar pattern (such as residential, commercial, apartments and irrigation). Then, analysis of historical usage patterns for each customer grouping and assignment of costs accordingly.

The AWWA emphasizes, "Departure from rates based on cost of service is generally a decision made for political, legal or other reasons. Consideration of rates deviating from cost of service, therefore, is made by politicians, not the rate designer." In addition, the AWWA states that "when a deviation from cost-related rates is made, the reason for such modification should be explicitly understood so that the responsibility for such deviation is placed on legal and policy-making factors, and the public is not misled into believing that the resulting rates are fully cost-related when they are not."

It is important to consider when designing and implementing a new rate structure that, while the goal is to get as close as possible to cost of service based rates, with respect for each City's own political environment.

RATE COMPONENTS

Typically, billing of water services are in a structure that consists of a minimum bill and a volumetric component. The intention of the minimum bill is to recover the basic costs associated with providing service to the customer, regardless of the volume of the water utilized. The bill structure usually recovers a high percentage of the utility's fixed costs to ensure the utility some degree of revenue stability. Minimum bills are a fixed monthly fee. The second component of the rates is a volumetric charge. This charge is based on the amount of water utilized by the customer, and may fluctuate based on actual usage.

MINIMUM BILL

The AWWA provides guidelines for the determination of the minimum bill on a cost basis. Many utilities set their minimum bill based on policy initiatives. The utility may want to use the minimum charge to guarantee a certain percentage of revenue. Another strategy in setting a minimum bill involves providing lifeline rates for customers, where the customer receives a certain amount of water included in the base charge fee. This allows the customer a higher degree of control over their water bill.

There are two (2) primary options available regarding the structure of the minimum bill:

Meter Size – As previously described, the utility is obligated under State Law to maintain system capacity based on the number and size of connections the utility serves. The reasoning is that the larger the meter a customer has, the greater the ability to place a larger demand on the system. Thus, regardless of the amount of water that a customer actually uses, the utility is still required to maintain the capacity to serve that customer based on their meter size.

Accordingly, a minimum bill based on meter size, in which the larger the meter, the higher the bill, recovers the cost the utility incurs due to the potential increased demand placed on the system by that particular customer. The AWWA provides "meter size equivalency factors," a scale of factors are applied to the base charge for a ⅝ inch connection to determine the minimum that should be charged to larger connections.

NH Consulting recommends the City continue to bill based on meter size.

Equalized Minimum Bill – The alternative minimum bill structure would be an equalized minimum bill in which all customers pay the same fee, regardless of meter size. This very simple fee structure is easy to understand by the utility's customers. In addition, most billing systems are able to accommodate this fee structure. However, it may not be equitable among the utility's customers, depending on that particular utility's customer base.

VOLUMETRIC RATE

The second component of the fee structure is the volumetric rate. The basis for the volumetric fees is the actual volume of water each customer uses each month. The volumetric rates usually recover the variable costs associated with providing water to the utility's customers as well as a portion of fixed costs. Utilities also use volumetric rates as a pricing signal to encourage the efficient usage of water. Below are some volumetric rate design options for consideration.

Customer Class – As previously described, different classes of customers utilize water in different ways. Some customers use large amounts of water seasonally for irrigation, while other customers' monthly water use varies only slightly. There is a significant cost implication to different water usage patterns. Those customers who use water irregularly throughout the year, such as those who irrigate, cause the utility's water system to have a higher peaking than those customers who use a consistent amount of water monthly. A case can be made that utilities should classify customers into like groupings (such as residential, commercial, apartments and irrigation) and charge those customers different rates based on their relative usage patterns. The AWWA has outlined a methodology for determining these rates called the Base-Extra Capacity methodology. The basic

premise of this methodology is to isolate usage patterns based on customer classifications and allocate costs to those customers based on peaking patterns. While this is a complex task, it is arguably the most equitable means of charging customers for water usage.

The drawback to this methodology is that it is a slightly more complex fee structure that some customers may have difficulty understanding. Prior to implementation, the utility's billing system requires examination to ensure that it is capable of charging customers based on this structure.

Equalized Rate – An alternative to varying volumetric rates based on customer class is to charge all customers the same volumetric rate. This is appropriate for utilities that have a relatively homogenous customer base in which most customers use water in a similar pattern. This rate structure is easy for customers to understand, and usually most billing systems can accommodate equalized rates. The industry recommends that each utility examine its customer base to determine if it is a homogenous group of customers, or if there are customers who use water in different patterns. If the latter is the case, then equalized rates may not be equitable to some customer classifications.

WATER UTILITY

WATER PRODUCTION

In 2025, the City produced approximately 460 million gallons of water, with a peak day production of 2.399 MG.

Table 5: Historical Water Production (Thousand Gallons)

Water	2024
Total Production	460,249
Average Daily Demand	1,259
Peak Day Demand	2,399
Peak to Average Ratio	1.905

As emphasized in the previous section, there is a direct correlation between a system's production and peaking patterns and the system's costs. The City's peak to average ratio, as determined by dividing maximum daily production by the average daily production, was 1.905:1 for 2025.

WATER CONSUMPTION

As of March 2025, there were 4,216 retail, potable water customers within the service areas for which the City now provides service. The City meters all active potable water connections. The combined annual metered water consumption was approximately 465 million gallons in 2025.

Table 6: Historical Water Consumption and Customer Count[1]

Year	Customer Count	Consumption
2023	3386	372,803,500
2024	3665	384,420,100
2025	4216	465,620,700

[1] The City's current service area consists of areas formerly owned and operated by Municipal Utility Districts. For the purposes of the rate study, historical customer count and consumption listed here are reflected as the total of all of the service areas, even though those areas were not all owned and operated by the City at the time.

WORK PLAN

In determining water rates, NH Consulting relies upon a methodology described by the American Water Works Association called the Base-Extra Capacity methodology. This methodology approximates the cost associated with serving various classifications of customers.

Essentially, the methodology utilizes a five-step approach:

Step 1: Revenue Requirement Determination
Step 2: Cost Functionalization
Step 3: Customer Cost Allocation
Step 4: Customer Count and Billing Unit Determination
Step 5: Rate Design

NH Consulting has performed each of these steps in coordination with City staff. The next sections describe each step along with the results.

STEP 1: REVENUE REQUIREMENT DETERMINATION

BASE YEAR REVENUE REQUIREMENT

WATER FUND

To account for the water utility operations, the City has an Enterprise Fund that accounts for water operational revenues and expenditures. To determine the water utility revenue requirements, NH Consulting relied on the City's budgeted and historical actual expenditures within the Water Enterprise Fund as a starting point.

SYSTEM EXPENDITURES

A base year estimate of costs helps to determine the City's future revenue requirements. This cost estimate is reflective of the normal operation of the water utility, and adjusted for known and measurable changes into the future. NH Consulting used the FYE2026 budget as the Test Year for the revenue requirement phase of the study. A comparison historical actual expenditures has indicated that the FYE2026 Budget provides a conservative estimate of the revenues and expenses associated with the operation of the water utility.

REVENUE OFFSETS

In order to isolate the revenues required by rates from all customers, it was necessary to capture all revenue offsets and remove the corresponding dollar amount from the gross revenue requirement to determine the net revenue requirement. Revenue offsets are items such as late fees and interest income that offset the City's expense.

BASE YEAR REVENUE REQUIREMENT

The base year total revenue requirement determined by the project team for the water utility for FYE 2027 was $4,924,632.

FIVE-YEAR REVENUE REQUIREMENT

INFLATION

NH Consulting accounted for inflationary influences on annual expenditures by applying a 3% annual inflation rate for most expenditure categories in developing the five-year revenue requirement.

REVENUE OFFSETS

Revenue-offset projections remained constant throughout the study period, for the benefit of conservative estimations.

FIVE-YEAR REVENUE REQUIREMENT

Table 7 outlines the five-year revenue requirement for the Water Utility. Schedule 1 shows each line item with details.

Table 7: Water Utility Five-Year Revenue Requirement.

	2027	2028	2029	2030	2031
Water Revenue Requirement	$ 1,830,687	$ 2,085,795	$ 2,198,225	$ 2,314,028	$ 2,433,306

STEP 2: COST FUNCTIONALIZATION

BACKGROUND ON COST FUNCTIONALIZATION

The American Water Works Association ("AWWA") and the Texas Commission on Environmental Quality ("TCEQ") have accepted the base-extra capacity methodology and it is commonly used in the water utility industry. This is a methodology of functionalization, allocating costs to service functions, and distributing costs to customer classes. It recognizes the differences in the cost of providing service due to variations in average rate of use and peak rate of use by a customer class. This method also distinguishes the effects of system diversity on costs. Generally, the three components of costs include:

- Base Costs
- Extra-Capacity Costs
- Customer Billing Costs

Base costs fluctuate with the total amount of water taken under average operating conditions. Extra-capacity costs are those costs incurred that are above the average operating conditions and are necessary to support peaking conditions. Customer billing costs are those costs associated with serving customers, such as meter reading and billing.

COST FUNCTIONALIZATION ANALYSIS

The project team thoroughly analyzed The City's cost structure and functionalized the costs into appropriate categories. Table 8 presents the cost functionalization for the five-year study period.

Table 8: Cost Functionalization.

	2027	2028	2029	2030	2031
Base Costs of Service	$ 807,430	$ 926,098	$ 974,566	$ 1,024,488	$ 1,075,908
Extra Capacity Costs of Service	598,913	697,903	733,293	769,744	807,289
Customer Costs of Service	424,345	461,794	490,366	519,796	550,109
Total	$ 1,830,687	$ 2,085,795	$ 2,198,225	$ 2,314,028	$ 2,433,306

STEP 3: CUSTOMER COST ALLOCATION

CUSTOMER COST ALLOCATION BACKGROUND

The establishment of customer classes is important in setting equitable rates, so that costs designated for each class are appropriate. A customer class should include only those customers who:

a. Are in similar location in relation to the utility;
b. Use the same or similar facilities of the utility;
c. Receive similar service from the utility;
d. Place similar demands on the utility.

The objective of the distribution of costs to customer groups is to avoid cross-subsidization (inequities between customer classes). With this objective in mind, it is imperative to weigh all differences in service commitment and service requirements when determining the customer classes.

Once all appropriate customer classifications have been determined, the next step is to analyze usage patterns for each customer class. Usage analysis includes evaluating the average and peak usage for each customer class. Finally, the cost allocation to customer classes, based on relative usage patterns, is completed.

In analyzing the City's customers and historical use, NH Consulting recommends the City continue to utilize the customer class categories of residential, commercial and apartment.

Step 4: Customer Growth and Billing Units

Customer Growth

Population projections for a City should reasonably reflect anticipated future conditions within the City. NH Consulting worked closely with City staff to make projections of future growth within the City.

Table 9: Projected Customer Count[2].

	2027	2028	2029	2030	2031
Water Customer Count	6,235	7,086	7,406	7,742	8,095

Billing Unit Projection

Projecting future consumption first involves an in-depth examination of historical use for each classification of customer. Historical use is analyzed to determine the average use per connection in a "normal" rainfall year. This normalized average use is then applied to the future projected customer could in order to make a future projection of consumption.

Table 10: Projected Water Consumption (Gallons).

	2027	2028	2029	2030	2031
Water Consumption	641,513,253	727,363,091	754,170,367	782,318,006	811,873,028

Step 5: Rate Design

There are many different rate design options regarding water rate development, however, the goal is to provide a fair and equitable rate for all customer classes, mitigate "rate-shock" on the City's customers and allow for the water utility to operate and remain self sufficient.

Minimum Bill

NH Consulting recommends that the City continue to bill water customers a minimum base charge which is based upon meter size. The recommended minimum bill for all customers is outlined on Table 11 below.

Volumetric Rate

The volumetric rates for the City have been designed to recover revenue requirements not otherwise recovered through the base charge. The recommended volumetric rates are outlined on Tables 12 and 13.

[2] The City is projected to take over operations of MUD 55 in January 2027. The projected customer count reflects the assumption of customers for 75% of FYE2027.

Table 11: Recommended Water Rates, Minimum Bill

	Current	2027	2028	2029	2030	2031
5/8"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
3/4"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
1"	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
1 1/2"	$ 83.25	$ 83.25	$ 83.25	$ 83.25	$ 83.25	$ 83.25
2"	$ 133.25	$ 133.25	$ 133.25	$ 133.25	$ 133.25	$ 133.25
3"	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
4"	$ 416.75	$ 416.75	$ 416.75	$ 416.75	$ 416.75	$ 416.75
6"	$ 833.25	$ 833.25	$ 833.25	$ 833.25	$ 833.25	$ 833.25
8"	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25	$ 1,333.25
10"	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75	$ 1,916.75

Table 12: Recommended Water Rates, Volumetric Rate (per thousand gallons), Residential

	Current	2027	2028	2029	2030	2031
0-2000	$ -	$ -	$ -	$ -	$ -	$ -
2001-5000	$ -	$ -	$ -	$ -	$ -	$ -
5001-10000	$ 3.00	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25
10001-20000	$ 3.50	$ 3.95	$ 3.95	$ 3.95	$ 3.95	$ 3.95
20001 and above	$ 4.00	$ 4.65	$ 4.65	$ 4.65	$ 4.65	$ 4.65

Table 13: Recommended Water Rates, Volumetric Rate (per thousand gallons), Non-Residential

	Current	2027	2028	2029	2030	2031
0-2000	$ -	$ -	$ -	$ -	$ -	$ -
2001-5000	$ 4.00	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25
5001-10000	$ 4.50	$ 4.95	$ 4.95	$ 4.95	$ 4.95	$ 4.95
10001-20000	$ 5.25	$ 5.65	$ 5.65	$ 5.65	$ 5.65	$ 5.65
20001 and above	$ 5.25	$ 6.35	$ 6.35	$ 6.35	$ 6.35	$ 6.35

WASTEWATER UTILITY

WORK PLAN

The determination of wastewater rates is somewhat simpler as the wastewater utility is not subject to the same influences of peaking as the water utility.
NH Consulting utilized a three-step approach to determining the wastewater rates:

Step 1: Revenue Requirement Determination
Step 2: Customer Count and Billing Unit Determination
Step 3: Rate Design

NH Consulting has performed each of these steps in coordination with City staff; below shows the description and results of each step.

STEP 1: REVENUE REQUIREMENT DETERMINATION

BASE YEAR REVENUE REQUIREMENT

WASTEWATER FUND

To account for the wastewater utility operations, the City has an Enterprise Fund that accounts for water operational revenues and expenditures. To determine the water utility revenue requirements, NH Consulting relied on the City's budgeted and historical actual expenditures within the Wastewater Enterprise Fund as a starting point.

SYSTEM EXPENDITURES

A base year estimate of costs helps to determine the City's future revenue requirements. This cost estimate is reflective of the normal operation of the wastewater utility and adjusted for known and measurable changes into the future. NH Consulting used the FYE2026 budget as the Test Year for the revenue requirement phase of the study. A comparison the historical actual expenditures has indicated that the FYE2026 Budget provides a conservative estimate of the revenues and expenses associated with the operation of the wastewater utility.

REVENUE OFFSETS

In order to isolate the revenues required by rates from all customers, it was necessary to capture all revenue offsets and remove the corresponding dollar amount from the gross revenue requirement to determine the net revenue requirement. Revenue offsets are items such as late fees and interest income that offset the City's expense.

BASE YEAR REVENUE REQUIREMENT

The base year total revenue requirement determined by the project team for the wastewater utility for FYE 2027 was $3,093,944.

FIVE-YEAR REVENUE REQUIREMENT

INFLATION

NH Consulting accounted for inflationary influences on annual expenditures by applying a 3% annual inflation rate for most expenditure categories in developing the five-year revenue requirement.

REVENUE OFFSETS

Revenue-offset projections remained constant throughout the study period, for the benefit of conservative estimations.

FIVE-YEAR REVENUE REQUIREMENT

Table 14 outlines the five-year revenue requirement for the Wastewater Utility. Schedule 2 shows each line item with details.

Table 14: Water Utility Five-Year Revenue Requirement.

	2027	2028	2029	2030	2031
Wastewater Revenue Requirement	$ 3,093,944	$ 3,316,460	$ 3,405,321	$ 3,496,847	$ 3,591,119

STEP 2: CUSTOMER GROWTH AND BILLING UNITS

CUSTOMER GROWTH

The project team worked with City staff to develop reasonable growth projections for the wastewater utility.

Table 15: Wastewater Customer Count Projection[3].

	2027	2028	2029	2030	2031
Wastewater Customers	6,083	6,926	7,246	7,582	7,935

STEP 3: DETERMINATION OF WASTEWATER RATES

The recommended wastewater rates are presented on Table 17 below.

Table 16: Recommended Wastewater Rates

	Current	2027	2028	2029	2030	2031
Monthly Fee	$ 25.00	$ 30.00	$ 35.00	$ 40.00	$ 40.00	$ 40.00

[3] The City is projected to take over operations of MUD 55 in January 2027. The projected customer count reflects the assumption of customers for 75% of FYE2027.

City of Iowa Colony
Cost of Service and Rate Design Study
Water, Wastewtaer and Solid Waste Department

Schedule 1
Projection of Five-Year Revenue Requirement - Water

Expense	2027	2028	2029	2030	2031	Inflation Rate	Notes
Personnel and Benefits							
Salaries - Full Time	$ -	$ 30,000	$ 30,900	$ 31,827	$ 32,782	3%	
Salaries - Overtime	-	-	-	-	-	3%	
Social Security/Medicare	-	2,295	2,364	2,435	2,508	3%	
TMRW	-	3,060	3,152	3,246	3,344	3%	
Health & Life Insurance	-	3,535	3,641	3,750	3,863	3%	
Worker's Comp	-	1,098	1,130	1,164	1,199	3%	
Texas Workforce Commission	-	47	48	50	51	3%	
Vehicle Allowance	-	-	-	-	-	3%	
457(b) Reimbursement	-	-	-	-	-	3%	
Benefits Admin Fees	-	-	-	-	-	3%	
Longevity Pay	-	-	-	-	-	3%	
Payroll Expense/Direct Deposit Fee	-	-	-	-	-	3%	
Contracts and Agreements							
Legal Services	7,500	7,725	7,957	8,195	8,441	3%	
Audit Services	7,500	7,725	7,957	8,195	8,441	3%	
Professional Services	20,000	20,600	21,218	21,855	22,510	3%	
Engineering Services	50,000	51,500	53,045	54,636	56,275	3%	
Bank Fees	625	644	663	683	703	3%	
Contractual Services	175,000	180,250	185,658	191,227	196,964	3%	
Permits/Assessment Fee	20,000	20,600	21,218	21,855	22,510	3%	
Sludge Hauling	-	-	-	-	-	3%	
Operator Fees	480,000	494,400	509,232	524,509	540,244	3%	
Water Inspection Expenses	330,000	349,900	360,397	371,209	382,345	3%	
Water Tap Connection Expenses	450,000	463,500	477,405	491,727	506,479	3%	
Maintenance & Repairs	1,126,375	1,260,463	1,298,276	1,337,225	1,377,341	3%	2027 includes 9 months of operations for MUD 55. 2028 reflects full year.
Water Transfer Fee Expenses	60,000	61,800	63,654	65,564	67,531	3%	
Materials and Supplies							
Office Supplies	27,500	28,325	29,175	30,050	30,951	3%	
Postage	3,750	3,863	3,978	4,098	4,221	3%	
Building Repairs & Maintenance	10,000	10,300	10,609	10,927	11,255	3%	
Laboratory Expense	37,500	38,625	39,784	40,977	42,207	3%	
Chemicals	62,500	64,375	66,306	68,295	70,344	3%	
Specialized Services							
Utilities-Electricity	175,000	180,250	185,658	191,227	196,964	3%	
Utilities - Telephone	2,500	2,575	2,652	2,732	2,814	3%	
Insurace - Liablity & Prop	62,500	64,375	66,306	68,295	70,344	3%	
Utilities - Gas	5,000	5,150	5,305	5,464	5,628	3%	
Garbage Collection Services SiEnv	-	-	-	-	-	3%	
Not Categorized							
Admin Fee	186,973	192,582	198,360	204,311	210,440	3%	
Debt Service	351,216	351,216	351,216	351,216	351,216		Per debt service analysis
Cash-Capital Outlay	-	-	-	-	-	3%	
Capital Outlays							

City of Iowa Colony
Cost of Service and Rate Design Study
Water, Wastewtaer and Solid Waste Department

Schedule 1
Projection of Five-Year Revenue Requirement - Water

Capital Projects Fund	275,000	283,250	291,748	300,500	309,515	3%
Lease Payment AMI	-	-	-	-	-	3%
	$ 3,926,439	$ 4,184,026	$ 4,299,011	$ 4,417,444	$ 4,539,431	

Revenue-Offsets	**2027**	**2028**	**2029**	**2030**	**2031**	
Wtr Mtr/Tap/Endpoint Fee	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	
Wtr Svc Inspection Fee	500,000	500,000	500,000	500,000	500,000	
Wtr Svc Plan Review Fee	20,000	20,000	20,000	20,000	20,000	
Water Service Revenue	-	-	-	-	-	3%
Garbage Collection Revenue	-	-	-	-	-	3%
Franchise Fees Si Env	-	-	-	-	-	3%
Admin Fee Solid Waste	-	-	-	-	-	3%
Penalty and Interest	60,214	62,020	63,881	65,798	67,771	3%
Grease Trap Si Env	-	-	-	-	-	3%
Transfer Fees Si Env	21,896	22,553	23,229	23,926	24,644	3%
Water Service Fee Si Env	-	-	-	-	-	3%
Sewer Service Fee Si Env	-	-	-	-	-	3%
Miscellaneous Services Si Env	49,266	49,266	49,266	49,266	49,266	
Reconnection/Disconnection Fees SiEnv	21,896	21,896	21,896	21,896	21,896	
Insepction Fees Si Env	411	411	411	411	411	
Tap Connection Fees Si Env	-	-	-	-	-	
Backflow Inspection Fees Si Env	500	500	500	500	500	
Customer Inspection Fees Si Env	-	-	-	-	-	
Meter Rental & Lease Rev Si Env	15,000	15,000	15,000	15,000	15,000	
Inspection Fees Si Env	547	547	547	547	547	
Interest Income	5,474	5,474	5,474	5,474	5,474	
Other Revenue	547	564	581	598	616	3%
Total Revenues	$ 2,095,751	$ 2,098,231	$ 2,100,785	$ 2,103,416	$ 2,106,126	

Total Revenue Requirement	**$ 1,830,687**	**$ 2,085,795**	**$ 2,198,225**	**$ 2,314,028**	**$ 2,433,306**
	TRUE				

City of Iowa Colony
Cost of Service and Rate Design Study
Water, Wastewtaer and Solid Waste Department

Schedule 2
Projection of Five-Year Revenue Requirement - Wastewater

Expense	2027	2028	2029	2030	2031	Inflation Rate	Notes
Personnel and Benefits							
Salaries - Full Time	$ -	$ 30,000	$ 30,900	$ 31,827	$ 32,782	3%	
Salaries - Overtime	-	-	-	-	-	3%	
Social Security/Medicare	-	2,295	2,364	2,435	2,508	3%	
TMRW	-	3,060	3,152	3,246	3,344	3%	
Health & Life Insurance	-	3,535	3,641	3,750	3,863	3%	
Worker's Comp	-	1,098	1,130	1,164	1,199	3%	
Texas Workforce Commission	-	47	48	50	51	3%	
Vehicle Allowance	-	-	-	-	-	3%	
457(b) Reimbursement	-	-	-	-	-	3%	
Benefits Admin Fees	-	-	-	-	-	3%	
Longevity Pay	-	-	-	-	-	3%	
Payroll Expense/Direct Deposit Fee	-	-	-	-	-	3%	
Contracts and Agreements							
Legal Services	7,500	7,725	7,957	8,195	8,441	3%	
Audit Services	7,500	7,725	7,957	8,195	8,441	3%	
Professional Services	20,000	20,600	21,218	21,855	22,510	3%	
Engineering Services	50,000	51,500	53,045	54,636	56,275	3%	
Bank Fees	625	644	663	683	703	3%	
Contractual Services	175,000	180,250	185,658	191,227	196,964	3%	
Permits/Assessment Fee	20,000	20,600	21,218	21,855	22,510	3%	
Sludge Hauling	125,000	128,750	132,613	136,591	140,689	3%	
Operator Fees	480,000	494,400	509,232	524,509	540,244	3%	
Water Inspection Expenses	-	-	-	-	-	3%	
Water Tap Connection Expenses	-	-	-	-	-	3%	
Maintenance & Repairs	1,126,375	1,260,463	1,298,276	1,337,225	1,377,341	3%	2027 includes 9 months of operations for MUD 55. 2028 reflects full year.
Water Transfer Fee Expenses	-	-	-	-	-	3%	
Materials and Supplies							
Office Supplies	27,500	28,325	29,175	30,050	30,951	3%	
Postage	3,750	3,863	3,978	4,098	4,221	3%	
Building Repairs & Maintenance	10,000	10,300	10,609	10,927	11,255	3%	
Laboratory Expense	37,500	38,625	39,784	40,977	42,207	3%	
Chemicals	62,500	64,375	66,306	68,295	70,344	3%	
Specialized Services							
Utilities-Electricity	175,000	180,250	185,658	191,227	196,964	3%	
Utilities - Telephone	2,500	2,575	2,652	2,732	2,814	3%	
Insurace - Liablity & Prop	62,500	64,375	66,306	68,295	70,344	3%	
Utilities - Gas	5,000	5,150	5,305	5,464	5,628	3%	
Garbage Collection Services SiEnv	-	-	-	-	-	3%	
Not Categorized							
Admin Fee	154,593	159,230	164,007	168,927	173,995	3%	
Debt Service	418,600	418,600	418,600	418,600	418,600		Per debt service analysis
Cash-Capital Outlay	-	-	-	-	-	3%	
Capital Outlays							

City of Iowa Colony
Cost of Service and Rate Design Study
Water, Wastewtaer and Solid Waste Department

Schedule 2
Projection of Five-Year Revenue Requirement - Wastewater

Capital Projects Fund	275,000	283,250	291,748	300,500	309,515	3%
Lease Payment AMI	-	-	-	-	-	3%
	$ 3,246,443	$ 3,471,609	$ 3,563,199	$ 3,657,537	$ 3,754,705	

Revenue-Offsets	**2027**	**2028**	**2029**	**2030**	**2031**	
Wtr Mtr/Tap/Endpoint Fee	$ -	$ -	$ -	$ -	$ -	
Wtr Svc Inspection Fee	-	-	-	-	-	
Wtr Svc Plan Review Fee	-	-	-	-	-	
Water Service Revenue	-	-	-	-	-	3%
Garbage Collection Revenue	-	-	-	-	-	3%
Franchise Fees Si Env	-	-	-	-	-	3%
Admin Fee Solid Waste	-	-	-	-	-	3%
Penalty and Interest	49,786	51,280	52,818	54,402	56,035	3%
Grease Trap Si Env	20,000	20,600	21,218	21,855	22,510	3%
Transfer Fees Si Env	18,104	18,647	19,207	19,783	20,376	3%
Water Service Fee Si Env	-	-	-	-	-	3%
Sewer Service Fee Si Env	-	-	-	-	-	3%
Miscellaneous Services Si Env	40,734	40,734	40,734	40,734	40,734	
Reconnection/Disconnection Fees SiEnv	18,104	18,104	18,104	18,104	18,104	
Insepction Fees Si Env	339	339	339	339	339	
Tap Connection Fees Si Env	-	-	-	-	-	
Backflow Inspection Fees Si Env	-	-	-	-	-	
Customer Inspection Fees Si Env	-	-	-	-	-	
Meter Rental & Lease Rev Si Env	-	-	-	-	-	
Inspection Fees Si Env	453	453	453	453	453	
Interest Income	4,526	4,526	4,526	4,526	4,526	
Other Revenue	453	466	480	495	509	3%
Total Revenues	$ 152,499	$ 155,149	$ 157,879	$ 160,690	$ 163,586	

Total Revenue Requirement	**$ 3,093,944**	**$ 3,316,460**	**$ 3,405,321**	**$ 3,496,847**	**$ 3,591,119**	
	TRUE					

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 11/06/2026

Department Making Request: 30 - Public Works

Person Making Request: Dinh Ho

Item Type: Action (other)

Budgeted? N/A (no cost) Cost: $0.00

If budgeted, identify account:

Short Description:

Consideration and possible action on the Final Water and Wastewater Cost of Service and Rate Design Study (Nelisa Heddin Consulting, LLC, dated November 5, 2026), and direction to staff regarding proposed water and wastewater rates for FYE 2027 through FYE 2031.

Explanation/Justification Details:

The City retained Nelisa Heddin Consulting, LLC (NH Consulting) to update the cost of service and rate design study for the City's water and wastewater utility. The Final Report (November 5, 2026) uses the AWWA Base-Extra Capacity methodology, the FYE 2026 budget as the test year, a 3% annual inflation factor, and customer growth projections developed with City staff, including the City's anticipated assumption of MUD 55 operations in January 2027. It projects water customers growing from 6,235 (FYE 2027) to 8,095 (FYE 2031).

Net revenue requirement from rates (FYE 2027): Water $1,830,687 (gross expenses of $3,926,439 less $2,095,751 in revenue offsets, primarily meter/tap and inspection fees); Wastewater $3,093,944 (gross $3,246,443 less $152,499 in offsets). Combined: $4,924,632. Line-item detail is provided in Schedules 1 and 2 of the report.

Recommended rates:
- Water minimum bill (by meter size): no change ($25.00 for 5/8" through 1").
- Residential volumetric (per 1,000 gal), effective FYE 2027 and held through FYE 2031: 5,001-10,000 gal $3.00 to $3.25; 10,001-20,000 gal $3.50 to $3.95; over 20,000 gal $4.00 to $4.65. First 5,000 gal remain included in the minimum bill.
- Non-residential volumetric (per 1,000 gal): $4.00/$4.50/$5.25/$5.25 to $4.25/$4.95/$5.65/$6.35 across the same tiers (first 2,000 gal included).
- Wastewater flat monthly fee: $25.00 to $30.00 (FYE 2027), $35.00 (FYE 2028), $40.00 (FYE 2029-2031).

Typical residential impact (5/8" meter, 10,000 gal/month, water + wastewater): $65.00 currently; $71.25 in FYE 2027; $81.25 by FYE 2029.

This item presents the final study for Council review and direction. No rates are adopted by this action; staff will return with a rate ordinance following Council direction.

Requestor Signature:

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ADOPTING THE WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY; AMENDING THE CITY'S RATE ORDER TO ESTABLISH WATER AND WASTEWATER RATES FOR FISCAL YEARS 2027 THROUGH 2031; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Iowa Colony, Texas, has reviewed the Water and Wastewater Cost of Service and Rate Design Study dated November 5, 2026; and

WHEREAS, the City Council finds that amendments to the City's water and wastewater rates are necessary to support the continued operation, maintenance, and financial stability of the City's utility system;

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

SECTION 1. That the City Council hereby adopts the Water and Wastewater Cost of Service and Rate Design Study dated November 5, 2026, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That the City's Rate Order is hereby amended to establish the water and wastewater rates set forth herein.

SECTION 3. That the water and wastewater rates established herein shall take effect according to the schedule provided in this ordinance.

SECTION 4. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 5. That all provisions of the City's Rate Order not expressly amended by this ordinance shall remain in full force and effect.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

SECTION 7. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 16TH DAY OF NOVEMBER 2026.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____ 2026.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE ADOPTED FEE SCHEDULE ESTABLISHED BY ORDINANCE NO. 2023-26, AS LAST AMENDED BY RESOLUTION NO. 2025-06; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Iowa Colony, Texas ("City"), adopted Ordinance No. 2023-26 on October 16, 2023, establishing a Fee Schedule; and

WHEREAS, Section 3 of Ordinance No. 2023-26 authorizes the City Council to amend the adopted Fee Schedule from time to time by resolution; and

WHEREAS, the City staff has determined that additional amendments to the adopted Fee Schedule are necessary; and

WHEREAS, the City Council of the City of Iowa Colony, Texas ("City"), adopted Ordinance No. 2023-26 on October 16, 2023, establishing a Fee Schedule; and

WHEREAS, the City Council finds that the proposed amendments are appropriate and in the best interest of the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

SECTION 1. That the recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. That the City Council hereby amends the Fee Schedule established by Ordinance No. 2023-26, as last amended by Resolution No. 2025-06, and adopts the amended Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. That all provisions of Ordinance No. 2023-26 not expressly amended by this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately upon its passage and approval.

SECTION 5. That it is officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THIS 16th DAY OF NOVEMBER 2026.

CITY OF IOWA COLONY

_____

Wil Kennedy, Mayor

ATTEST:

_____

Kayleen Rosser, City Secretary

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 11/06/2026

Department Making Request: 35 - Community Development

Person Making Request: Dinh, P.E., City Engineer (ADICO)

Item Type: Resolution

Budgeted? N/A (no cost) Cost: 0.00

If budgeted, identify account: | | | |

Short Description:

Consider and take action on an ordinance amending the City of Iowa Colony Schedule of Fees (Community Development) to revise zoning, pre-development, engineering plan review, drainage report review, and traffic impact analysis fees, and to add water and wastewater impact fees.

Explanation/Justification Details:

Staff recommends adoption of the updated Schedule of Fees (Community Development) to replace the schedule adopted in February 2025. The revisions align development review and processing fees with the cost of staff and consultant review, and add water and wastewater impact fees. Proposed changes:

ZONING
- Planned Unit Development (PUD): from actual cost ($10,000 deposit) to $5,000 + $20/acre.
- NEW: Amendments to PUDs - $2,500.
- Special Districts (MUD/PID/TIRZ, etc.): $10,000 deposit retained; now shown as its own line item.

PRE-DEVELOPMENT
- NEW: Initial pre-development meeting - no charge; second pre-development meeting - $150.
- Acreage-based consulting/review fees unchanged (relabeled "Additional Consulting/Reviews").

ENGINEERING
- Plan review recheck fee (after 2 reviews): $350 to $750.
- Drainage report review, 0-100 ac: $3,500 to $4,500; over 100 ac: $4,500 + $10/ac over 100 ac.
- Traffic Impact Analysis, Category I: $250 minimum to $500.

WATER AND SEWER IMPACT FEES (NEW)
- Water: $2,350 per ESU. Wastewater: $3,950 per ESU.
- Brazoria County MUD 32 (water and sewer): $4,000.

All other fees are unchanged. No expenditure is required; the changes affect development-related fee revenue only.

Attachments: Fee schedule redline (Feb. 2025 vs. Nov. 2026), clean fee schedule, draft ordinance.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

COMMUNITY DEVELOPMENT

ZONING

DESCRIPTION	FEE
OCCUPANCY PERMITS, NON RESIDENTIAL	
New Construction	$100
Remodel/Alterations	$50
Change of Use/Tenancy	$75
Temporary Business Permits	$50
Interpretation From Zoning Official	$50
REZONING	
Minimum up to 1 Acre	$1,000
All Request over 1 Acre	$2,000
Specific Use Permit	$1,000
Planned Unit Development (See Special District Policy)	Actual Cost
(See Special District Policy)	($10k Deposit Required)
Appeal To Zoning Board Of Adjustments	$1,000

SUBDIVISIONS / PLATS

DESCRIPTION	FEE
PLATTING	
Preliminary Plats	$750 +$20 per lot +$100/ac for reserves
Final Plats	$750 +$20 per lot +$110/ac for reserves
Abbreviated Plat (when allowed)	Sum of Preliminary and Final
General Plan	$1,000
Recording	$300 + Fees
Plan Recheck Fee	$350
(Beginning with 2nd recheck)	
PLAT AMENDMENTS	
Vacating Preceding Plat	$350
Without Vacating Preceding Plat	$500
Note: per acre fees are not prorated	

ENGINEERING

DESCRIPTION	FEE
COMMERCIAL CIVIL PLAN REVIEW FEES	
$0 - $100,000	$1,000
Over $100,000.00	$1,000 + ($2.50/$1,000 in value)
SUBDIVISION PLAN REVIEW FEES	
Water, Sewer, Drainage, & Paving	$100 per lot (min $1,000)
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES	
Water/Sewer/Storm Drainage	$1,000 + $0.50 per LF of Pipe
Paving	$1,000 + $2,000 per lane/mile
Detention & Drainage Facilities	$1,000 + ($2.50/$1,000 in value)
Other Infrastructure	$1,000 + ($2.50/$1,000 in value)
Plan Review Recheck Fee (after 2 reviews)	$350
DRAINAGE REPORT REVIEW FEES	
0 - 100 Acres (up to 2 reviews)	$3,500
> 100 Acres (up to 2 reviews)	$3,500 + $10 per ac. over 100 ac.
Duplicate Fees for Every Two Additional Reviews	
TRAFFIC IMPACT ANALYSIS	
Category I	$250.00 (min required)
Category II	$1,000
Category III	$2,000
Category IV	$3,000
RIGHT-OF-WAY PLAN REVIEW FEES	
Work within ROW	$250

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)

DESCRIPTION	FEE
One to Ten Acres	$1,000
More than Ten Acres	$1,000 + $50/acre over 10 ($5k Max)

OTHER FEES

DESCRIPTION	FEE
Use of Special Districts	See Special District Policy
Variance Request	$1,000
Regional Parkland Dedication Fee	$1,147 Per Dwelling Unit
Neighborhood Park Fee (in lieu of Dedication)	$1,538 Per Dwelling Unit

CIVIL CONSTRUCTION PERMIT FEES

DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
$0 - $100,000	$1,000
$100,000.01 +	1% of CC value
SUBDIVISION PERMIT	
Water,Sewer,Drainage & Paving	$1,000 + $350 per lot
Detention & Drainage Facilities	1% of CC value
PUBLIC INFRASTRUCTURE PERMIT	
Water/Sewer/Storm Drainage	$1,000 + $2/LF of Pipe
Paving	$1,000 + $8,000 per lane/mi
Other Infrastructure	1% of CC value

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

BUILDING PERMITS

COMMERCIAL CONSTRUCTION PERMIT FEES

IMPROVEMENT VALUE	FEE
(Based on valuation applied to Table 1A below)	
$0 - $1,000	$75
$1,000.01 - $50,000	$75 + ($5.00 per $1,000 of valuation)
$50,000.01 - $100,000	$320 + ($4.00 per $1,000 of valuation)
$100,000.01 - $500,000	$520 + ($3.00 per $1,000 of valuation)
$500,000.01 - $1,000,000	$1,720 + ($2.00 per $1,000 of valuation)
$1,000,000.01 and up	$2,500 + ($1.00 per $1,000 of valuation)

Construction Valuation based on International Code Council Valuation Tables as of August 2014

RESIDENTIAL PERMIT FEES

PERMIT TYPE	FEE
Construction Permit	$0.40 per square foot
Renewal Building Permit (exp 180 days)	$150
Home Owners Pond Permits	$50
Swimming Pool Permit	Based on Value of Pool
Pool Electrical & Plumbing Permits	Schedule D, E, & F as Appropriate
Residential Demolition Permits	$50

HUD code manufactured home permits are based on the value of the home

TRADE/OTHER PERMIT FEES (ELECTRICAL, PLUMBING, HVAC, RESIDENTIAL ACCESSORY STRUCTURES)

IMPROVEMENT VALUE	FEE
Minimums	$100.00 Residential Mininimum
	$300.00 Commercial Minimum
$0 - $10,000	$75 + 5% valuation
$10,000.01 - $50,000	$300 + 3% valuation
$50,000.01 - $200,000	$1,000 + 2% valuation
$200,000.01 and up	$5,000

DIRT WORK PERMITS

DESCRIPTION	FEE
Property located in a floodplain	$500
Property located in floodplain (Incidental fill up to one load (14 cubic yards)/yr , residential only)	$100
Property Outside the floodplain over 5 loads	$250
Elevation Certificate Review (each)	$150

OTHER COMMERCIAL BUILDING PERMITS

DESCRIPTION	FEE
Commercial Building Permit Renewal (Expires after 365 days)	$300
Commercial Demolition Permit (Requires asbestos survey)	$100
Building Plan Review Fee	50% of Building Permit Fee

OTHER BUILDING FEES & PERMITS

DESCRIPTION	FEE
Re-Inspection Fees	First $50, Second $75, Third + $100
Working without Permit Fee	Double permit fees
Sales/Construction Trailer/Building Permits	$150

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

BUILDING PERMITS

Table A1: Square Foot Construction Costs (a, b, c, d)									
Group (2012 International Building Code)	**IA**	**IB**	**IIA**	**IIB**	**IIIA**	**IIIB**	**IV**	**VA**	**VB**
A-1 Assembly, theaters, with stage	226.76	219.31	213.96	205.01	192.75	187.2	198.12	176.19	169.52
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A-2 Assembly, restaurants, bars, banquet halls	175.13	170.14	164.41	158.9	148.48	145.32	153.26	134.32	130.68
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E Educational	193.98	187.3	181.81	173.58	161.65	153.1	167.59	141.27	136.67
F-1 Factory and industrial, moderate hazard	107.9	102.96	96.85	93.24	85.53	79.76	89.27	68.81	64.8
F-2 Factory and industrial, low hazard	106.9	101.96	96.85	92.24	83.53	78.76	88.27	68.81	63.8
H-1 High Hazard, explosives	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	N.P.
H234 High Hazard	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	58.10
H-5 HPM	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
I-1 Institutional, supervised environment	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
I-2 Institutional, hospitals	305.47	298.82	293.02	284.67	269.47	N.P.	278.34	251.59	N.P.
I-2 Institutional, nursing homes	211.47	204.82	199.02	190.67	177.47	N.P.	184.34	159.59	N.P.
I-3 Institutional, restrained	206.32	199.67	193.87	185.52	172.82	166.33	179.19	154.94	147.27
I-4 Insitutional, day care facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
M Mercantile	131.29	126.3	120.57	115.06	105.29	102.13	109.42	91.13	87.49
R-1 Residential, hotels	180.89	174.58	169.54	162.4	149.39	145.5	162.08	134.22	129.61
R-2 Residential, multiple family	151.7	145.39	140.35	133.21	120.92	117.03	132.89	105.75	101.14
R-3 Residential, one and two family	143.18	139.24	135.76	132.27	127.1	123.91	129.53	118.85	111.36
R-4 Residential, care/assisted living facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
S-1 Storage, moderate hazard	100.01	95.07	88.96	85.35	75.83	72.07	81.38	61.11	57.10
S-2 Storage, low hazard	99.01	94.07	88.96	84.35	75.83	71.07	80.38	61.11	56.10
U Utility, miscellaneous	76.35	71.93	67.45	64.00	57.56	53.75	61.01	45.05	42.90

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = $15.00 per sq. ft.

c. For shell only buildings deduct 20 percent

d. N.P. = not permitted

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

FIRE PREVENTION PERMITS

OPERATIONAL PERMITS	
DESCRIPTION	**FEE**
Foster Care Facility (Inspected Annually)	$125
Adult & Child Daycare Facility (Inspected Annually)	$150
Residential Care Facility (Inspected Annually)	
3-5 licensed beds	$100
6-16 licensed beds	$150
Over 16 licensed beds	$200
Health Care Facility (Inspected Annually)	
1 - 100 licensed beds	$100
101 - 150 licensed beds	$150
> 150 licensed beds	$200
Hazardous Material	$125
Carnivals or Fairs (per event)	$250
High Pile Storage (Inspected Annually)	$100
Pool Supply Retail Establishment (Inspected Annually)	$50
Carbon Dioxide Systems (Inspected Annually)	$75
Dry Cleaning Plant (Inspected Annually)	$75
Temporary Storage Tanks (Flammable/combustible liquids or compressed gas)	
Per Tank	$50
Hot-work Operations (per site)	$100
Flammable/Combustible Liquids	$75
Compressed Gas (annual - storage over 2,000 cu feet)	$75
Rooftop Heliports	$500
Tire-rebuilding Plants	$500
Explosives/ Fireworks/ Pyrotechnic Special Effects Material (per event)	$1,000

CONSTRUCTION PERMIT FEES	
PERMIT TYPE	**FEE**
Permit Fee	$150
Automatic Fire-Extinguishing System	$100
First 10,000 sq ft.	Add $50
Each Additional 10,00 sq. ft	Add $25 each
Add, Remove, or Relocate 1-25 Sprinkler Heads	Add $75
Add, Remove, Or Relocate 25+ Sprinkler Heads	Add $100
Fixed Fire Extinguishing System	$100
Battery Systems (liquid capacity over 50 gallons)	$100
Compressed Gasses	$100
Fire alarm and detection systems & related equipment (automatic, manual, and/or monitored)	$100
Fire pumps and related equipment	$100
Flammable and combustible liquids	$150
Hazardous materials	$50
Industrial ovens	$100
LP-gas	$25
Private fire hydrants (per hydrant installation)	$150
Spraying or dipping	$50
Standpipe systems (per 2 connections)	$50
Smoke control systems	$75
Underground private fire mains	$50
Gates or barriers across roadways or private drives	$50

FIRE RE-INSPECTION FEES	
DESCRIPTION	**FEE**
First Re-Inspection Fee	$50
Subsequent Re-inspections will increase	$25

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

OTHER PERMITS

PARKS AND RECREATION	
DESCRIPTION	**RENTAL FEES**
PARK USE PERMIT	
Groups Over 25 People	$50
Groups Over 75 People	$50 + $80/hr for 2 COIC Police Officers
ATHLETIC FIELD AND FACILITY RENTAL	
IC User Group	$5/per person
Non-IC User Group	$25/per person
FIELD RENTAL RATE	
Daily Rate (per day)	$100 per field
Evening Rate (per night)	$100 per field
Weekend Day (per day)	$175 per field
Weekend Evening (per night)	$250 per field
Evening Begins after 6 PM. Weekends include Friday, Saturday, & Sunday.	

PUBLIC WORKS	
PERMIT TYPE	**FEE**
Culvert Per Crossing	$150
Additional Culvert Crossings (each)	$50
After Hours & Weekend Inspections	$100 per hr (4 hr minimum)
DRIVEWAY PERMITS & INSPECTION FEE	
Commercial Property	$500
Residential	$150
Residential Additional Driveway (each)	$50

HOME-BASED BUSINESS PERMIT	
DESCRIPTION	**FEE**
Type A Business - No permit or registration required	$0
Type B Business - No permit or registration required	$0
Type C Business - Permit or registration required	$100 (includes inspection)

FOOD SERVICES	
DESCRIPTION	**AMOUNT**
Food Dealer Annual - 101 & More Employees	$700
Food Dealer Annual - 51-100 Employees	$600
Food Dealer Annual - 26-50 Employees	$500
Food Dealer Annual - 10-25 Employees	$400
Food Dealer Annual - 5-9 Employees	$300
Food Dealer Annual - 1-4 Employees	$200
Food Dealer Other - Compliant Inspection	$300
Food Dealer Other - Late Fee fo Expired Annual Permit	$200
Food Dealer Other - Plan Review	$150
Food Dealer Other - Pre-Opening & Post Opening Insp.	$75
Food Dealer Other - Re-Inspection Fee	$125

ELECTRICAL PERMITS	
DESCRIPTION	**AMOUNT**
Generator with 1 Transfer Switch	$150
Generator Plan Review Fee	$50
Solar - Up to 2500 Sq Ft Home	$150
Solar - Greater than 2500 Sq Ft Home	$300
Solar - Commercial	$300
Solar - Plan Review Fee	$50

CITY OF IOWA COLONY

SCHEDULE OF FEES

February 2025

UTILITY BILLINGS

WATER & SEWER RATES	
RESIDENTIAL	**RATES**
Water	
0 - 5,000 gal	$25.00 Base
5,001 - 10,000 gal	$3.00/kGal
10,001 - 20,000 gal	$3.50/kGal
20,001 and over	$4.00/kGal
Sewer (All included)	$25.00
NON-RESIDENTIAL	**RATES**
Water	
0 - 2,000 gal	$25.00 Base*LUE
2,001 - 5,000 gal	$4.00/kGal
5,001 - 10,000 gal	$4.50/kGal
10,001 - 20,000 gal	$5.25/kGal
20,001 and over	$5.25/kGal
Sewer	$25.00

LIVING UNIT EQUIVALENCY	
Meter Size	LUE Factor
5/8"	1.00
1"	1.00
1 1/2"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.67
12"	143.33

TAPS AND INSPECTION	FEE
SINGLE FAMILY RESIDENTIAL	
Single Family Residential User tap fee 5/8"	$1,200
Single Family Residential User tap fee 1"	$1,920
Single Family Residential User tap fee >1"	Cost X 2
Sewer Tap Fees	$134
Pre-Builder Inspection	$134
Post Builder Inspection	$134
Customer Service Inspection SFR	$200
Backflow Prevention Device Test	$134
CSI Backflow Prevention Device Test	$134
Re-inspection	$134
New User Security Deposit SFR	$75

TAPS AND METERS	
PERMIT TYPE	**FEE**
WATER METER COST ONLY	
5/8" Meter	$230
3/4" Meter	$250
1" Meter	$325
Meters larger than 1"	As quoted
ENDPOINTS	
With Meter	$175
Replacement (Damaged)	$225
2nd Replacement	$400
3+ Replacement	$750

TAPS AND INSPECTION	FEE
NON SINGLE FAMILY RESIDENTIAL	
Non Single Family Residential User tap fee	Cost X 2
Non Taxable User tap fee	Cost X 2
Public Space User tap fee	Cost
Irrigation Systems tap fee	Cost X 2
Sewer Connection Inspection Fee NSFR	$266
Sewer Connection Inspection Fee Non Taxable User	$266
Additional Sewer Connection Inspection Fee NSFR	$332
Additional Sewer Connection Inspection Fee Non Taxat	$332
Customer Service Inspection SFR	$332
Backflow Prevention Device Test (all meters)	$332
CSI Backflow Prevention Device Test	$332
Re-inspection	$332
Grease Trap Inspection monthly fee	$134
Temporary Water Service deposit	$800
Temporary water service meter install	$50
Temporary water service usage ($/kgal)	$1.50
Service Agreement admin fee	$25
Surcharge for Service (per gallon)	$0.05
Late fees	10%
Reconnection fee	$65
Pulled Meter re-installation fee	$110
Termination of Service Upon Request of User discontin	$20
After Hours Disconnect/Reconnect Service Charge	$40
Returned Check fee	$25
New Account Fee	$25
New User Security Deposit NSFR	$200
Builder Security Deposit	$1,000
Transfer Fee	$35
Deliquent Letter Fee	$10

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

COMMUNITY DEVELOPMENT

ZONING

DESCRIPTION	FEE
OCCUPANCY PERMITS, NON RESIDENTIAL	
New Construction	$100
Remodel/Alterations	$50
Change of Use/Tenancy	$75
Temporary Business Permits	$50
Interpretation From Zoning Official	$50
REZONING	
Minimum up to 1 Acre	$1,000
All Request over 1 Acre	$2,000
Specific Use Permit	$1,000
Planned Unit Development (PUDs)	$5000+$20/acre
Amendments to PUDs	$2500
Special Districts (MUDs/PID/TIRZ, etc)	($10k Deposit Required)
Appeal To Zoning Board Of Adjustments	$1,000

SUBDIVISIONS / PLATS

DESCRIPTION	FEE
PLATTING	
Preliminary Plats	$750 +$20 per lot +$100/ac for reserves
Final Plats	$750 +$20 per lot +$110/ac for reserves
Abbreviated Plat (when allowed)	Sum of Preliminary and Final
General Plan	$1,000
Recording	$300 + Fees
Plan Recheck Fee	$350
(Beginning with 2nd recheck)	
PLAT AMENDMENTS	
Vacating Preceding Plat	$350
Without Vacating Preceding Plat	$500
Note: per acre fees are not prorated	

ENGINEERING

DESCRIPTION	FEE
COMMERCIAL CIVIL PLAN REVIEW FEES	
$0 - $100,000	$1,000
Over $100,000.00	$1,000 + ($2.50/$1,000 in value)
SUBDIVISION PLAN REVIEW FEES	
Water, Sewer, Drainage, & Paving	$100 per lot (min $1,000)
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES	
Water/Sewer/Storm Drainage	$1,000 + $0.50 per LF of Pipe
Paving	$1,000 + $2,000 per lane/mile
Detention & Drainage Facilities	$1,000 + ($2.50/$1,000 in value)
Other Infrastructure	$1,000 + ($2.50/$1,000 in value)
Plan Review Recheck Fee (after 2 reviews)	$750
DRAINAGE REPORT REVIEW FEES	
0 - 100 Acres (up to 2 reviews)	$4,500
> 100 Acres (up to 2 reviews)	$4,500 + $10 per ac. over 100 ac.
Duplicate Fees for Every Two Additional Reviews	
TRAFFIC IMPACT ANALYSIS	
Category I	$500
Category II	$1,000
Category III	$2,000
Category IV	$3,000
RIGHT-OF-WAY PLAN REVIEW FEES	
Work within ROW	$250

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)

DESCRIPTION	FEE
Initial Pre-Development Meeting	No charge
2nd Pre-Development Meeting	$150
Additional Consulting/Reviews	
One to Ten Acres	$1,000
More than Ten Acres	$1,000 + $50/acre over 10 ($5k Max)

OTHER FEES

DESCRIPTION	FEE
Use of Special Districts	See Special District Policy
Variance Request	$1,000
Regional Parkland Dedication Fee	$1,147 Per Dwelling Unit
Neighborhood Park Fee (in lieu of Dedication)	$1,538 Per Dwelling Unit

CIVIL CONSTRUCTION PERMIT FEES

DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
$0 - $100,000	$1,000
$100,000.01 +	1% of CC value
SUBDIVISION PERMIT	
Water,Sewer,Drainage & Paving	$1,000 + $350 per lot
Detention & Drainage Facilities	1% of CC value
PUBLIC INFRASTRUCTURE PERMIT	
Water/Sewer/Storm Drainage	$1,000 + $2/LF of Pipe
Paving	$1,000 + $8,000 per lane/mi
Other Infrastructure	1% of CC value

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

BUILDING PERMITS

COMMERCIAL CONSTRUCTION PERMIT FEES	
IMPROVEMENT VALUE	**FEE**
(Based on valuation applied to Table 1A below)	
$0 - $1,000	$75
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Construction Valuation based on International Code Council Valuation Tables as of August 2014	

RESIDENTIAL PERMIT FEES	
PERMIT TYPE	**FEE**
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DESCRIPTION	**FEE**
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Property located in floodplain (Incidental fill up to one load (14 cubic yards)/yr , residential only)	$100
Property Outside the floodplain over 5 loads	$250
Elevation Certificate Review (each)	$150

OTHER COMMERCIAL BUILDING PERMITS	
DESCRIPTION	**FEE**
Commercial Building Permit Renewal (Expires after 365 days)	$300
Commercial Demolition Permit (Requires asbestos survey)	$100
Building Plan Review Fee	50% of Building Permit Fee

OTHER BUILDING FEES & PERMITS	
DESCRIPTION	**FEE**
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CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

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CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

FIRE PREVENTION PERMITS

OPERATIONAL PERMITS	
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Pool Supply Retail Establishment (Inspected Annually)	$50
Carbon Dioxide Systems (Inspected Annually)	$75
Dry Cleaning Plant (Inspected Annually)	$75
Temporary Storage Tanks (Flammable/combustible liquids or compressed gas)	
Per Tank	$50
Hot-work Operations (per site)	$100
Flammable/Combustible Liquids	$75
Compressed Gas (annual - storage over 2,000 cu feet)	$75
Rooftop Heliports	$500
Tire-rebuilding Plants	$500
Explosives/ Fireworks/ Pyrotechnic Special Effects Material (per event)	$1,000

CONSTRUCTION PERMIT FEES	
PERMIT TYPE	**FEE**
Permit Fee	$150
Automatic Fire-Extinguishing System	$100
First 10,000 sq ft.	Add $50
Each Additional 10,00 sq. ft	Add $25 each
Add, Remove, or Relocate 1-25 Sprinkler Heads	Add $75
Add, Remove, Or Relocate 25+ Sprinkler Heads	Add $100
Fixed Fire Extinguishing System	$100
Battery Systems (liquid capacity over 50 gallons)	$100
Compressed Gasses	$100
Fire alarm and detection systems & related equipment (automatic, manual, and/or monitored)	$100
Fire pumps and related equipment	$100
Flammable and combustible liquids	$150
Hazardous materials	$50
Industrial ovens	$100
LP-gas	$25
Private fire hydrants (per hydrant installation)	$150
Spraying or dipping	$50
Standpipe systems (per 2 connections)	$50
Smoke control systems	$75
Underground private fire mains	$50
Gates or barriers across roadways or private drives	$50

FIRE RE-INSPECTION FEES	
DESCRIPTION	**FEE**
First Re-Inspection Fee	$50
Subsequent Re-inspections will increase	$25

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

OTHER PERMITS

PARKS AND RECREATION	
DESCRIPTION	**RENTAL FEES**
PARK USE PERMIT	
Groups Over 25 People	$50
Groups Over 75 People	$50 + $80/hr for 2 COIC Police Officers
ATHLETIC FIELD AND FACILITY RENTAL	
IC User Group	$5/per person
Non-IC User Group	$25/per person
FIELD RENTAL RATE	
Daily Rate (per day)	$100 per field
Evening Rate (per night)	$100 per field
Weekend Day (per day)	$175 per field
Weekend Evening (per night)	$250 per field
Evening Begins after 6 PM. Weekends include Friday, Saturday, & Sunday.	

PUBLIC WORKS	
PERMIT TYPE	**FEE**
Culvert Per Crossing	$150
Additional Culvert Crossings (each)	$50
After Hours & Weekend Inspections	$100 per hr (4 hr minimum)
DRIVEWAY PERMITS & INSPECTION FEE	
Commercial Property	$500
Residential	$150
Residential Additional Driveway (each)	$50

HOME-BASED BUSINESS PERMIT	
DESCRIPTION	**FEE**
Type A Business - No permit or registration required	$0
Type B Business - No permit or registration required	$0
Type C Business - Permit or registration required	$100 (includes inspection)

FOOD SERVICES	
DESCRIPTION	**AMOUNT**
Food Dealer Annual - 101 & More Employees	$700
Food Dealer Annual - 51-100 Employees	$600
Food Dealer Annual - 26-50 Employees	$500
Food Dealer Annual - 10-25 Employees	$400
Food Dealer Annual - 5-9 Employees	$300
Food Dealer Annual - 1-4 Employees	$200
Food Dealer Other - Compliant Inspection	$300
Food Dealer Other - Late Fee fo Expired Annual Permit	$200
Food Dealer Other - Plan Review	$150
Food Dealer Other - Pre-Opening & Post Opening Insp.	$75
Food Dealer Other - Re-Inspection Fee	$125

ELECTRICAL PERMITS	
DESCRIPTION	**AMOUNT**
Generator with 1 Transfer Switch	$150
Generator Plan Review Fee	$50
Solar - Up to 2500 Sq Ft Home	$150
Solar - Greater than 2500 Sq Ft Home	$300
Solar - Commercial	$300
Solar - Plan Review Fee	$50

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

UTILITY BILLINGS

WATER & SEWER RATES	
RESIDENTIAL	**RATES**
Water	
0 - 5,000 gal	$25.00 Base
5,001 - 10,000 gal	$3.00/kGal
10,001 - 20,000 gal	$3.50/kGal
20,001 and over	$4.00/kGal
Sewer (All included)	$25.00
NON-RESIDENTIAL	**RATES**
Water	
0 - 2,000 gal	$25.00 Base*LUE
2,001 - 5,000 gal	$4.00/kGal
5,001 - 10,000 gal	$4.50/kGal
10,001 - 20,000 gal	$5.25/kGal
20,001 and over	$5.25/kGal
Sewer	$25.00

LIVING UNIT EQUIVALENCY	
Meter Size	LUE Factor
5/8"	1.00
1"	1.00
1 1/2"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.67
12"	143.33

TAPS AND INSPECTION	FEE
SINGLE FAMILY RESIDENTIAL	
Single Family Residential User tap fee 5/8"	$1,200
Single Family Residential User tap fee 1"	$1,920
Single Family Residential User tap fee >1"	Cost X 2
Sewer Tap Fees	$134
Pre-Builder Inspection	$134
Post Builder Inspection	$134
Customer Service Inspection SFR	$200
Backflow Prevention Device Test	$134
CSI Backflow Prevention Device Test	$134
Re-inspection	$134
New User Security Deposit SFR	$75

WATER AND SEWER IMPACT FEES	FEE
Water per ESU	$2,350
Wastewater per ESU	$3,950
Brazoria County MUD 32 (Water& Sewer per ESU)	$4,000

TAPS AND METERS	
PERMIT TYPE	**FEE**
WATER METER COST ONLY	
5/8" Meter	$230
3/4" Meter	$250
1" Meter	$325
Meters larger than 1"	As quoted
ENDPOINTS	
With Meter	$175
Replacement (Damaged)	$225
2nd Replacement	$400
3+ Replacement	$750

TAPS AND INSPECTION	FEE
NON SINGLE FAMILY RESIDENTIAL	
Non Single Family Residential User tap fee	Cost X 2
Non Taxable User tap fee	Cost X 2
Public Space User tap fee	Cost
Irrigation Systems tap fee	Cost X 2
Sewer Connection Inspection Fee NSFR	$266
Sewer Connection Inspection Fee Non Taxable User	$266
Additional Sewer Connection Inspection Fee NSFR	$332
Additional Sewer Connection Inspection Fee Non Taxat	$332
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Temporary Water Service deposit	$800
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Temporary water service usage ($/kgal)	$1.50
Service Agreement admin fee	$25
Surcharge for Service (per gallon)	$0.05
Late fees	10%
Reconnection fee	$65
Pulled Meter re-installation fee	$110
Termination of Service Upon Request of User discontinu	$20
After Hours Disconnect/Reconnect Service Charge	$40
Returned Check fee	$25
New Account Fee	$25
New User Security Deposit NSFR	$200
Builder Security Deposit	$1,000
Transfer Fee	$35
Deliquent Letter Fee	$10

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

COMMUNITY DEVELOPMENT

ZONING

DESCRIPTION	FEE
OCCUPANCY PERMITS, NON RESIDENTIAL	
New Construction	$100
Remodel/Alterations	$50
Change of Use/Tenancy	$75
Temporary Business Permits	$50
Interpretation From Zoning Official	$50
REZONING	
Minimum up to 1 Acre	$1,000
All Request over 1 Acre	$2,000
Specific Use Permit	$1,000
Planned Unit Development (PUDs)	$5000+$20/acre
Amendments to PUDs	$2500
Special Districts (MUDs/PID/TIRZ, etc)	($10k Deposit Required)
Appeal To Zoning Board Of Adjustments	$1,000

SUBDIVISIONS / PLATS

DESCRIPTION	FEE
PLATTING	
Preliminary Plats	$750 +$20 per lot +$100/ac for reserves
Final Plats	$750 +$20 per lot +$110/ac for reserves
Abbreviated Plat (when allowed)	Sum of Preliminary and Final
General Plan	$1,000
Recording	$300 + Fees
Plan Recheck Fee	$350
(Beginning with 2nd recheck)	
PLAT AMENDMENTS	
Vacating Preceding Plat	$350
Without Vacating Preceding Plat	$500
Note: per acre fees are not prorated	

ENGINEERING

DESCRIPTION	FEE
COMMERCIAL CIVIL PLAN REVIEW FEES	
$0 - $100,000	$1,000
Over $100,000.00	$1,000 + ($2.50/$1,000 in value)
SUBDIVISION PLAN REVIEW FEES	
Water, Sewer, Drainage, & Paving	$100 per lot (min $1,000)
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES	
Water/Sewer/Storm Drainage	$1,000 + $0.50 per LF of Pipe
Paving	$1,000 + $2,000 per lane/mile
Detention & Drainage Facilities	$1,000 + ($2.50/$1,000 in value)
Other Infrastructure	$1,000 + ($2.50/$1,000 in value)
Plan Review Recheck Fee (after 2 reviews)	$750
DRAINAGE REPORT REVIEW FEES	
0 - 100 Acres (up to 2 reviews)	$4,500
> 100 Acres (up to 2 reviews)	$4,500 + $10 per ac. over 100 ac.
Duplicate Fees for Every Two Additional Reviews	
TRAFFIC IMPACT ANALYSIS	
Category I	$500
Category II	$1,000
Category III	$2,000
Category IV	$3,000
RIGHT-OF-WAY PLAN REVIEW FEES	
Work within ROW	$250

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)

DESCRIPTION	FEE
Initial Pre-Development Meeting	No charge
2nd Pre-Developmpment Meeting	$150
Additional Consulting/Reviews	
One to Ten Acres	$1,000
More than Ten Acres	$1,000 + $50/acre over 10 ($5k Max)

OTHER FEES

DESCRIPTION	FEE
Use of Special Districts	See Special District Policy
Variance Request	$1,000
Regional Parkland Dedication Fee	$1,147 Per Dwelling Unit
Neighborhood Park Fee (in lieu of Dedication)	$1,538 Per Dwelling Unit

CIVIL CONSTRUCTION PERMIT FEES

DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
$0 - $100,000	$1,000
$100,000.01 +	1% of CC value
SUBDIVISION PERMIT	
Water,Sewer,Drainage & Paving	$1,000 + $350 per lot
Detention & Drainage Facilities	1% of CC value
PUBLIC INFRASTRUCTURE PERMIT	
Water/Sewer/Storm Drainage	$1,000 + $2/LF of Pipe
Paving	$1,000 + $8,000 per lane/mi
Other Infrastructure	1% of CC value

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

BUILDING PERMITS

COMMERCIAL CONSTRUCTION PERMIT FEES

IMPROVEMENT VALUE	FEE
(Based on valuation applied to Table 1A below)	
$0 - $1,000	$75
$1,000.01 - $50,000	$75 + ($5.00 per $1,000 of valuation)
$50,000.01 - $100,000	$320 + ($4.00 per $1,000 of valuation)
$100,000.01 - $500,000	$520 + ($3.00 per $1,000 of valuation)
$500,000.01 - $1,000,000	$1,720 + ($2.00 per $1,000 of valuation)
$1,000,000.01 and up	$2,500 + ($1.00 per $1,000 of valuation)

Construction Valuation based on International Code Council Valuation Tables as of August 2014

RESIDENTIAL PERMIT FEES

PERMIT TYPE	FEE
Construction Permit	$0.40 per square foot
Renewal Building Permit (exp 180 days)	$150
Home Owners Pond Permits	$50
Swimming Pool Permit	Based on Value of Pool
Pool Electrical & Plumbing Permits	Schedule D, E, & F as Appropriate
Residential Demolition Permits	$50

HUD code manufactured home permits are based on the value of the home

TRADE/OTHER PERMIT FEES (ELECTRICAL, PLUMBING, HVAC, RESIDENTIAL ACCESSORY STRUCTURES)

IMPROVEMENT VALUE	FEE
Minimums	$100.00 Residential Mininimum
	$300.00 Commercial Minimum
$0 - $10,000	$75 + 5% valuation
$10,000.01 - $50,000	$300 + 3% valuation
$50,000.01 - $200,000	$1,000 + 2% valuation
$200,000.01 and up	$5,000

DIRT WORK PERMITS

DESCRIPTION	FEE
Property located in a floodplain	$500
Property located in floodplain (Incidental fill up to one load (14 cubic yards)/yr , residential only)	$100
Property Outside the floodplain over 5 loads	$250
Elevation Certificate Review (each)	$150

OTHER COMMERCIAL BUILDING PERMITS

DESCRIPTION	FEE
Commercial Building Permit Renewal (Expires after 365 days)	$300
Commercial Demolition Permit (Requires asbestos survey)	$100
Building Plan Review Fee	50% of Building Permit Fee

OTHER BUILDING FEES & PERMITS

DESCRIPTION	FEE
Re-Inspection Fees	First $50, Second $75, Third + $100
Working without Permit Fee	Double permit fees
Sales/Construction Trailer/Building Permits	$150

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

BUILDING PERMITS

Table A1: Square Foot Construction Costs (a, b, c, d)									
Group (2012 International Building Code)	**IA**	**IB**	**IIA**	**IIB**	**IIIA**	**IIIB**	**IV**	**VA**	**VB**
A-1 Assembly, theaters, with stage	226.76	219.31	213.96	205.01	192.75	187.2	198.12	176.19	169.52
A-1 Assembly, theaters, without stage	207.79	200.35	194.99	186.04	173.88	168.33	179.15	157.32	150.65
A-2 Asssembly, nightclubs	176.13	171.14	166.41	159.9	150.48	146.32	154.26	136.32	131.68
A-2 Assembly, restaurants, bars, banquet halls	175.13	170.14	164.41	158.9	148.48	145.32	153.26	134.32	130.68
A-3 Assembly, Churches	209.84	202.4	197.04	188.09	176.18	170.63	181.2	159.62	152.95
A-3 Assembly, general, community halls, libraries, museums	175.12	167.68	161.32	153.37	140.31	135.76	146.48	123.75	118.08
A-4 Assembly, arenas	206.79	199.35	192.99	185.04	171.88	167.33	178.15	155.32	149.65
B Business	181.09	174.44	168.64	160.29	146.09	140.6	153.96	128.21	122.54
E Educational	193.98	187.3	181.81	173.58	161.65	153.1	167.59	141.27	136.67
F-1 Factory and industrial, moderate hazard	107.9	102.96	96.85	93.24	85.53	79.76	89.27	68.81	64.8
F-2 Factory and industrial, low hazard	106.9	101.96	96.85	92.24	83.53	78.76	88.27	68.81	63.8
H-1 High Hazard, explosives	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	N.P.
H234 High Hazard	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	58.10
H-5 HPM	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
I-1 Institutional, supervised environment	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
I-2 Institutional, hospitals	305.47	298.82	293.02	284.67	269.47	N.P.	278.34	251.59	N.P.
I-2 Institutional, nursing homes	211.47	204.82	199.02	190.67	177.47	N.P.	184.34	159.59	N.P.
I-3 Institutional, restrained	206.32	199.67	193.87	185.52	172.82	166.33	179.19	154.94	147.27
I-4 Insitutional, day care facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
M Mercantile	131.29	126.3	120.57	115.06	105.29	102.13	109.42	91.13	87.49
R-1 Residential, hotels	180.89	174.58	169.54	162.4	149.39	145.5	162.08	134.22	129.61
R-2 Residential, multiple family	151.7	145.39	140.35	133.21	120.92	117.03	132.89	105.75	101.14
R-3 Residential, one and two family	143.18	139.24	135.76	132.27	127.1	123.91	129.53	118.85	111.36
R-4 Residential, care/assisted living facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
S-1 Storage, moderate hazard	100.01	95.07	88.96	85.35	75.83	72.07	81.38	61.11	57.10
S-2 Storage, low hazard	99.01	94.07	88.96	84.35	75.83	71.07	80.38	61.11	56.10
U Utility, miscellaneous	76.35	71.93	67.45	64.00	57.56	53.75	61.01	45.05	42.90

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = $15.00 per sq. ft.

c. For shell only buildings deduct 20 percent

d. N.P. = not permitted

CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

FIRE PREVENTION PERMITS

OPERATIONAL PERMITS	
DESCRIPTION	**FEE**
Foster Care Facility (Inspected Annually)	$125
Adult & Child Daycare Facility (Inspected Annually)	$150
Residential Care Facility (Inspected Annually)	
3-5 licensed beds	$100
6-16 licensed beds	$150
Over 16 licensed beds	$200
Health Care Facility (Inspected Annually)	
1 - 100 licensed beds	$100
101 - 150 licensed beds	$150
> 150 licensed beds	$200
Hazardous Material	$125
Carnivals or Fairs (per event)	$250
High Pile Storage (Inspected Annually)	$100
Pool Supply Retail Establishment (Inspected Annually)	$50
Carbon Dioxide Systems (Inspected Annually)	$75
Dry Cleaning Plant (Inspected Annually)	$75
Temporary Storage Tanks (Flammable/combustible liquids or compressed gas)	
Per Tank	$50
Hot-work Operations (per site)	$100
Flammable/Combustible Liquids	$75
Compressed Gas (annual - storage over 2,000 cu feet)	$75
Rooftop Heliports	$500
Tire-rebuilding Plants	$500
Explosives/ Fireworks/ Pyrotechnic Special Effects Material (per event)	$1,000

CONSTRUCTION PERMIT FEES	
PERMIT TYPE	**FEE**
Permit Fee	$150
Automatic Fire-Extinguishing System	$100
First 10,000 sq ft.	Add $50
Each Additional 10,00 sq. ft	Add $25 each
Add, Remove, or Relocate 1-25 Sprinkler Heads	Add $75
Add, Remove, Or Relocate 25+ Sprinkler Heads	Add $100
Fixed Fire Extinguishing System	$100
Battery Systems (liquid capacity over 50 gallons)	$100
Compressed Gasses	$100
Fire alarm and detection systems & related equipment (automatic, manual, and/or monitored)	$100
Fire pumps and related equipment	$100
Flammable and combustible liquids	$150
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Private fire hydrants (per hydrant installation)	$150
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Smoke control systems	$75
Underground private fire mains	$50
Gates or barriers across roadways or private drives	$50

FIRE RE-INSPECTION FEES	
DESCRIPTION	**FEE**
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CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

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DESCRIPTION	**RENTAL FEES**
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Evening Begins after 6 PM. Weekends include Friday, Saturday, & Sunday.	

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CITY OF IOWA COLONY

SCHEDULE OF FEES

11/6/2026

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RESIDENTIAL	**RATES**
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TAPS AND METERS	
PERMIT TYPE	**FEE**
WATER METER COST ONLY	
5/8" Meter	$230
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1" Meter	$325
Meters larger than 1"	As quoted
ENDPOINTS	
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Replacement (Damaged)	$225
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TAPS AND INSPECTION	FEE
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Non Taxable User tap fee	Cost X 2
Public Space User tap fee	Cost
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Returned Check fee	$25
New Account Fee	$25
New User Security Deposit NSFR	$200
Builder Security Deposit	$1,000
Transfer Fee	$35
Deliquent Letter Fee	$10

ORDINANCE NO. 2026-20

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING APPROXIMATELY 1.018 ACRES OF LAND INTO THE CITY, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

SECTION 1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

SECTION 2. This annexation of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.

SECTION 3. The owners of the property annexed by this ordinance have requested this annexation in writing.

SECTION 4. This entire ordinance is in the public interest.

SECTION 5. This ordinance does not cause any area to be completely surrounded by the City without annexing the surrounded area.

SECTION 6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

SECTION 7. The property (herein called "**the Annexed Area**") described on **Exhibit "A,"** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

SECTION 8. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Services Agreement** attached hereto as **Exhibit "B"** and incorporated herein in full.

SECTION 9. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

SECTION 10. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of

whatever size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

SECTION 11. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required a public hearing before the passage of this ordinance.

READ, PASSED, AND APPROVED on SEPTEMBER 21, 2026.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY



EXHIBIT "A"
TO ANNEXATION ORDINANCE – ANNEXED AREA

Including Descriptions and Maps of the Entire Annexed Area

County: Brazoria
Project: Caldwell
Job No. 212209
MBS No. 26-295

FIELD NOTES FOR 1.083 ACRES

Being a tract containing 1.083 acres of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; said 1.083 acre tract being a portion of a call 71.697 acre tract styled as Tract 1 and recorded in the name of D.R. Horton-Texas, Ltd. in File Number 2021179529 of the Official Records of Fort Bend County (O.R.F.B.C.), and a portion of a call 8.740 acre tract recorded in the names of John Caldwell and Ann Chaffin in File Number 2019127944 of the O.R.F.B.C.; said 1.083 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at a 5/8-inch iron rod found at the northeasterly corner of Caldwell Ranch Boulevard Phase II, a subdivision recorded in Plat Number 20220083 of the Fort Bend County Plat Records (F.B.C.P.R.) and the southeasterly corner of Reserve "C", Block 1, Caldwell Ranch Section 7, a subdivision recorded in Plat Number 20220105 of the F.B.C.P.R. from which a 5/8-inch iron rod found at the southeasterly corner of said Caldwell Ranch Boulevard Phase II bears South 11 degrees 41 minutes 18 seconds East, a distance of 70.01 feet;;

Thence, through and across aforesaid 71.697 acre tract and a call 3.516 acre tract recorded in the name of Brazoria-Fort Bend County M.U.D. Number 3 in File Number 2021049321 of the O.R.F.B.C., the following two (2) courses:

1) 234.36 feet along the arc of a curve to the left, said curve having a radius of 965.00 feet, a central angle of 13 degrees 54 minutes 54 seconds and a chord that bears North 70 degrees 11 minutes 09 seconds East, a distance of 233.79 feet;

2) North 63 degrees 13 minutes 42 seconds East, a distance of 502.07 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing through and across said 71.697 acre tract, the following three (3) courses:

1) North 63 degrees 13 minutes 42 seconds East, a distance of 52.02 feet;

2) 430.05 feet along the arc of a curve to the right, said curve having a radius of 1040.13 feet, a central angle of 23 degrees 41 minutes 22 seconds and a chord that bears North 75 degrees 04 minutes 23 seconds East, a distance of 426.99 feet;

3) North 86 degrees 55 minutes 04 seconds East, a distance of 137.32 feet to the easterly line of said 71.697 acre tract and the westerly line of a call 100-feet wide Right-of-Way (R.O.W.) recorded in the name of Bayou Rifles, Inc. in File Number 2001052768 of the Official Public Records of Brazoria County (O.P.R.B.C.);

Thence, with said westerly line, South 03 degrees 04 minutes 56 seconds East, a distance of 87.15 feet to a point on the easterly line of aforesaid 8.740 acre tract;

Thence, through and across said 8.740 acre tract the following four (4) courses:

1) South 87 degrees 05 minutes 01 second West, a distance of 4.10 feet;

2) 28.36 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet, a central angle of 04 degrees 51 minutes 01 second and a chord that bears South 89 degrees 30 minutes 31 seconds West, a distance of 28.35 feet;

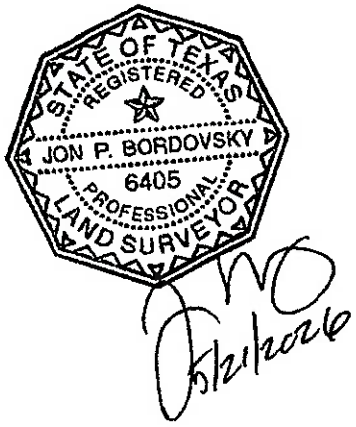
3) North 88 degrees 03 minutes 58 seconds West, a distance of 60.45 feet;

4) 445.89 feet along the arc of a curve to the left, said curve having a radius of 890.00 feet, a central angle of 28 degrees 42 minutes 20 seconds and a chord that bears South 77 degrees 34 minutes 52 seconds West, a distance of 441.25 feet to a 5/8-inch iron rod set on the northerly line of said 8.740 acre tract;

Thence, with said northerly line, South 63 degrees 13 minutes 42 seconds West, a distance of 107.99 feet;

Thence, leaving said line, North 12 degrees 23 minutes 09 seconds East, a distance of 90.27 feet to the **Point of Beginning** and containing 1.083 acres of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 21, 2026



Exhibit___Page 3 of 3 Pages

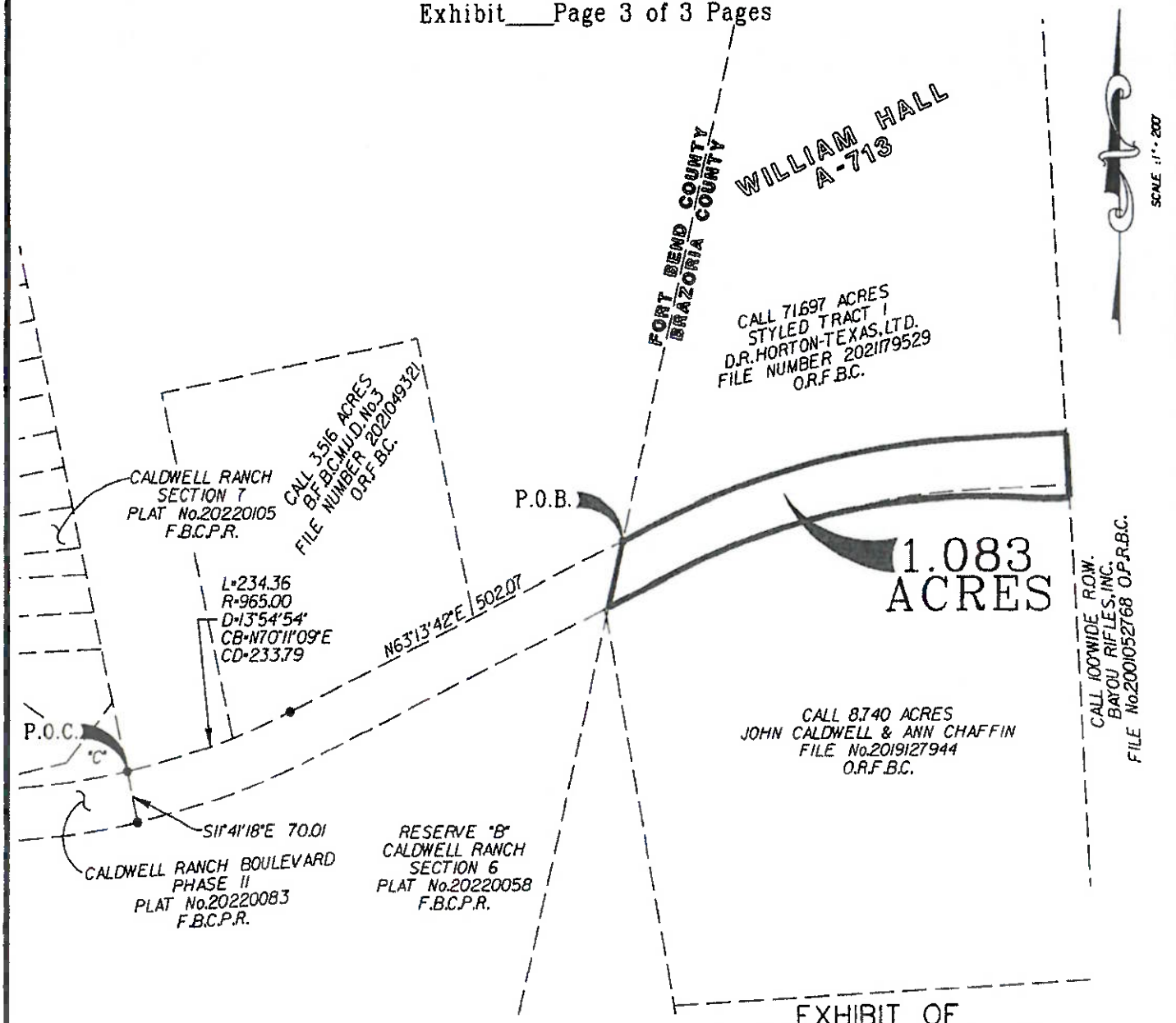


EXHIBIT OF
1.083 ACRES

BEING A PORTION OF A CALL 71.697 ACRE TRACT STYLED AS TRACT I AND RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2021179529 OF THE O.R.F.B.C. AND A PORTION OF A CALL 8.740 ACRE TRACT RECORDED IN THE NAMES OF JOHN CALDWELL AND ANN CHAFFIN IN FILE No. 2019127944 OF THE O.R.F.B.C.

LOCATED IN THE

WILLIAM HALL SURVEY, A-713

BRAZORIA COUNTY, TEXAS

GBI PARTNERS
LAND SURVEYING CONSULTANTS
4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539
TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

JOB NO: 212209
SCALE: 1"=200'
DATE: 05/21/2026
MBS No.: 26-295

EXHIBIT "B"
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICE AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS, AND BRAZORIA COUNTY, TEXAS

(Authorized by Tex. Loc. Gov't Code sec. 43.0672)

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City"), and John Caldwell Jr., Ann Chaffin, and D.R. Horton-Texas, Ltd. ("Owners").

RECITALS

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

This agreement is authorized by Section 43.0672 of the Texas Local Government Code.

At the time of execution of this Agreement by the City, the Owners owns approximately 1.018 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

The Owners represent and warrant that they collectively own the entire Property.

City and Owners desire to set out the City services to be provided for the Property on or after the effective date of the annexation of the Property by the City.

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

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

   a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

   b. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing upon the annexation of the Property into the City for general purposes, the City will provide for the Property the municipal services set forth in this subsection, except as otherwise stated herein.

i. Police. The City's Police Department will provide law enforcement services.

ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.

iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.

iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly owned parks and recreational facilities throughout the City.

v. Roads and Streets. Street construction in and adjoining the Property will be done by the developer or a public entity other than the City. The City will maintain any public city streets, streetlights, and regulatory signs over which the City has jurisdiction, beginning upon inspection of those items for compliance with city standards, and acceptance of those items by the City, except to the extent that another public entity or homeowner's association is obligated to provide those services.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides fire protection services to the Property. Brazoria County Emergency Services District No. 3 provides fire protection services to some of the Property and may annex the remainder of the Property and then provide fire protection services to the whole Property.

ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides emergency medical services to the Property. Brazoria County Emergency Services District No. 3 provides emergency medical services to some of the Property and may annex the remainder of the Property and then provide emergency medical services to the whole Property.

iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. The Development Agreement and Utility Agreement (each as defined herein) govern the provision of those services for the Property.

iv. Water and Wastewater Utilities. The City shall provide water and wastewater utilities to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.

v. Solid Waste Services. The City shall provide solid waste services to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.

c. The City shall not be required to provide a service except as expressly provided by this Agreement, the Development Agreement, and/or the Utility Agreement.

d. Owners understand and acknowledge that any City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are generally comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owners represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they

are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property; provided, however, that Ultimate Consumers (as such term is defined in the Development Agreement) shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

14. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

15. **NOT A THIRD-PARTY CONTRACT.** This is not a third-party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding section.

16. **REMEDIES.** No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

17. **STATUTORY NON-BOYCOTT REPRESENTATION.** Each party other than the City certifies that that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.

18. **ENTIRE AGREEMENT.**
    a. This Agreement shall not be amended unless executed in writing by the parties.

19. **EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
Kayleen Rosser, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 21 day of September, 2026, by **Wil Kennedy**, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Daisy Mata
Notary Public, State of Texas

DAISY MATA
Notary ID # 128594252
My Commission Expires
09/18/2027

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 23 day of September, 2026, by **Kayleen Rosser**, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Daisy Mata
Notary Public, State of Texas

DAISY MATA
Notary ID # 128594252
My Commission Expires
09/18/2027

John Caldwell Jr.

Signature: X John Caldwell Jr.

Name: John Caldwell, Jr.

Title: Owner

THE STATE OF TEXAS §

§

COUNTY OF Brazoria §

This instrument was acknowledged before me on October 01, 2026, by John Caldwell Jr.

Sarah P. Underwood
Notary Public, State of Texas

(NOTARY SEAL)

SARAH PROVIDENCE UNDERWOOD
Notary ID #131643015
My Commission Expires
July 16, 2030

Ann Chaffin

Signature: Ann Chaffin

Name: Ann Chaffin

Title: Owner

THE STATE OF TEXAS §

§

COUNTY OF Brazoria §

This instrument was acknowledged before me on October 01, 2026, by Ann Chaffin.

Sarah P. Underwood
Notary Public, State of Texas

(NOTARY SEAL)

SARAH PROVIDENCE UNDERWOOD
Notary ID #131643015
My Commission Expires
July 16, 2030

D.R. Horton-Texas LTD.

By: its Authorized Agent

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by _____, _____of D.R. Horton-Texas LTD., on behalf of said limited liability company and said limited partnership.

_____
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by Ann Chaffin.

(NOTARY SEAL) _____
Notary Public, State of Texas

D.R. Horton-Texas LTD.

By: its Authorized Agent

By: _____

Name: Dante Esposito

Title: Division President

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on OCTOBER 7, 2026, by DANTE ESPOSITO, DIVISION PRESIDENT of D.R. Horton-Texas LTD., on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL) Morgan Bowman
Notary Public, State of Texas

MORGAN B BOWMAN
Notary Public, State of Texas
Comm. Expires 06-30-2030
Notary ID 133838436

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 96; WITH RELATED PROVISIONS

WHEREAS, the City of Iowa Colony, Texas (the "City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 96 (the "District") within the corporate limits of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

SECTION 1. That the recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. That the City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 96 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 96, subject to the terms thereof and to the Consent Conditions attached as Exhibit "B" and incorporated herein in full.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval.

SECTION 4. That it is officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THIS 16th DAY OF NOVEMBER 2026.

CITY OF IOWA COLONY

_____

Wil Kennedy, Mayor

ATTEST:

_____

Kayleen Rosser, City Secretary

PETITION FOR CONSENT TO CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned (the "Petitioner"), acting pursuant to the provisions of Chapter 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petitions the City of Iowa Colony, Texas (the "City") for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 96, or such other similar name as may be assigned or required by the Texas Commission on Environmental Quality (the "District").

II.

The District shall be organized under the terms and provisions of Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain a total area of approximately 158.762 acres of land, more or less, situated in Brazoria County, Texas, as described by the metes and bounds in **Exhibit "A"** attached hereto and incorporated by reference as though fully set forth herein (the "Property"). The Property is located wholly within the City's corporate limits and/or extraterritorial jurisdiction and is not within the corporate limits or extraterritorial jurisdiction of any other city, town, or village.

IV.

Petitioner holds fee simple title to the Property, as indicated on a certificate of ownership provided by the Brazoria County Appraisal District. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District, except for the lien held by DPEG Royal Vista LP on a portion of the Property, whose consent to the creation of the District is evidenced in **Exhibit "B"** attached hereto and incorporated by reference as though fully set forth herein.

V.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and

operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control abate, and amend local storm waters or other harmful excesses of water, and such other purchase construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks, and recreation facilities, systems and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VI.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Brazoria County, Texas. There is not now available within the area, which will be developed for single family residential, multifamily, and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Property, subject to the conditions attached hereto in **Exhibit "C"** and incorporated herein for all purposes.

VIII.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as they have at this time, that such cost will be approximately $44,625,000 for water, sewer and drainage facilities.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as they have at this time, that such cost will be approximately $32,510,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as they have at this time, that such cost will be approximately $4,492,104.

XI.

The total cost of the proposed District's projects is currently estimated by the Petitioner to be approximately $81,627,104.

XII.

This consent shall automatically be revoked if the purchase of the Property is not closed by the Petitioner by March 1, 2027. In addition, this consent shall automatically be revoked if the Petition and City have not entered into and fully executed a Development Agreement concerning the development of the Property by March 1, 2027.

XIII.

WHEREFORE, the undersigned respectfully prays that this Petition be heard and that the City Council duly pass and approve a Resolution granting consent to the creation of the District and authorizing the inclusion of the Property within the District.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED and effective this 1st day of October, 2026.

MC IOWA 158, LLC
a Texas limited liability company

By its Manager
Majestic Capital AM LLC
a Texas limited liability company

By its Manager
Majestic Capital LLC
a Texas limited liability company

By: _____
Santosh Cividi, Manager

THE STATE OF TEXAS §
§
COUNTY OF Ft. Bend §

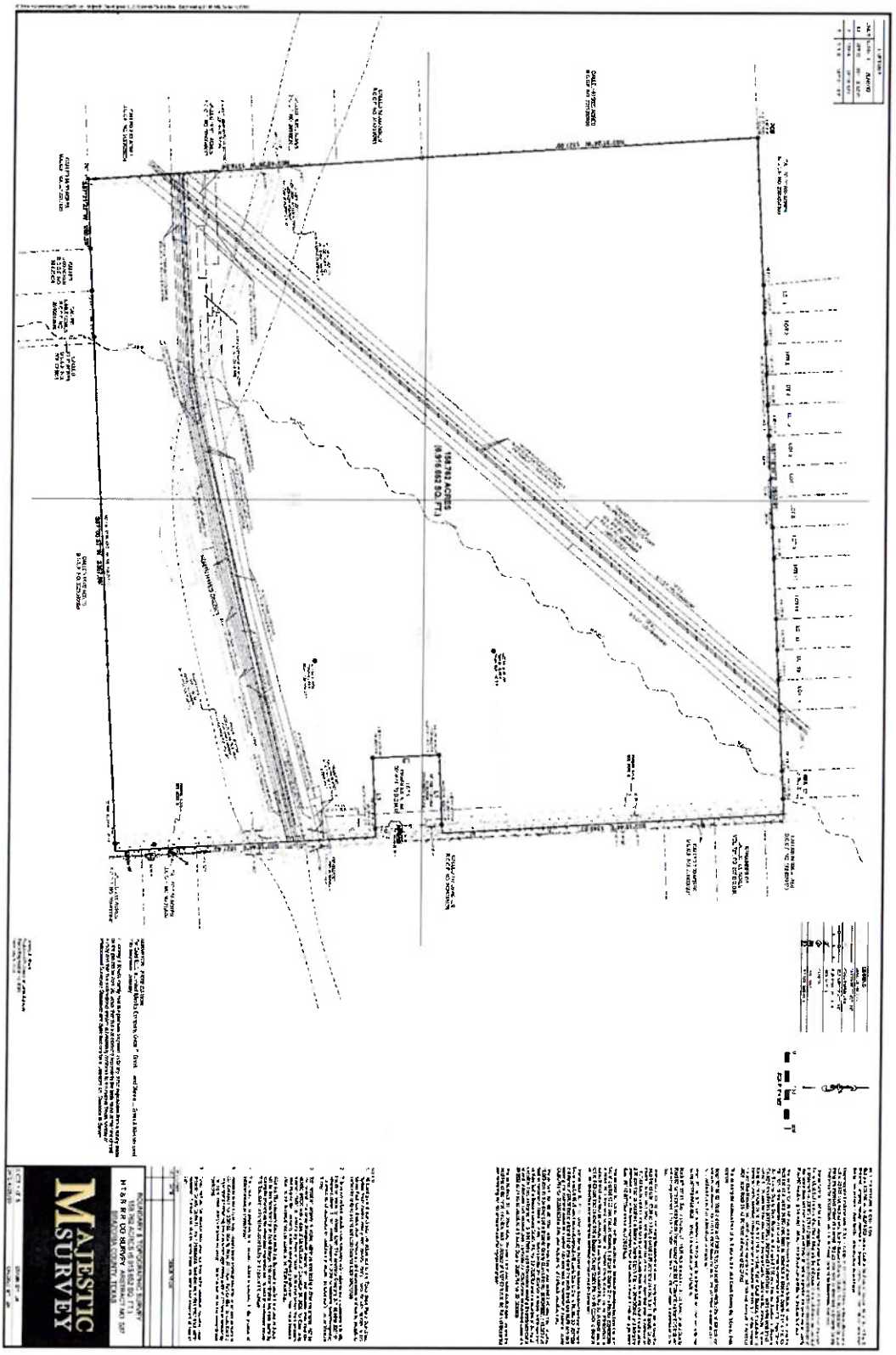
This instrument was acknowledged before me on the 1 day of October, 2026, by Santosh Cividi, the Manager of Majestic Capital LLC, a Texas limited liability company, the Manager of Majestic Capital AM LLC, a Texas limited liability company, the Manager of MC IOWA 158, LLC, a Texas limited liability company, proved and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said entity for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Sherry L Wallace
My Commission Expires
1/28/2030
Notary ID 10389634

(NOTARY SEAL)

_____
Notary Public in and for the State of Texas

EXHIBIT "A"
Metes & Bounds



CONSENT OF LIENHOLDER
PETITION FOR CITY CONSENT TO CREATION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 96

The undersigned Manager of DPEG Royal Vista, GP, LLC, a Texas limited liability company, the General Partner of DPEG Royal Vista, LP, a Texas limited partnership, having a mailing address of 11333 Fountain Lake Drive, Stafford, Texas 77477, in Fort Bend County, Texas, being the lienholder on a portion of the 158.762 acres of land described by the metes and bounds in **Exhibit "A"** attached hereto, which is a portion of the land described in the attached Petition for Consent to Creation of Brazoria County Municipal Utility District No. 96 (the "Petition"), does hereby certify that I am familiar with the contents of the Petition and I consent to the creation of the proposed district in accordance therewith.

WITNESS MY HAND this 1st day of October 2026.

DPEG ROYAL VISTA, LP,
a Texas limited partnership

By: DPEG Royal Vista GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Nadyrshah Dhanani, Manager

STATE OF TEXAS §

COUNTY OF Fort Bend §

BEFORE ME, the undersigned, on this day personally appeared Nadyrshah Dhanani, the Manager of **DPEG Royal Vista, GP, LLC, a Texas limited liability company,** the General Partner of **DPEG Royal Vista, LP, a Texas limited partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of October, 2026.

SHIRIN DHANANI
Notary Public, State of Texas
Comm. Expires 10-04-2028
Notary ID 135117996

(NOTARY SEAL)

_____
Notary Public, State of Texas

EXHIBIT "B"
Consent of Lienholder

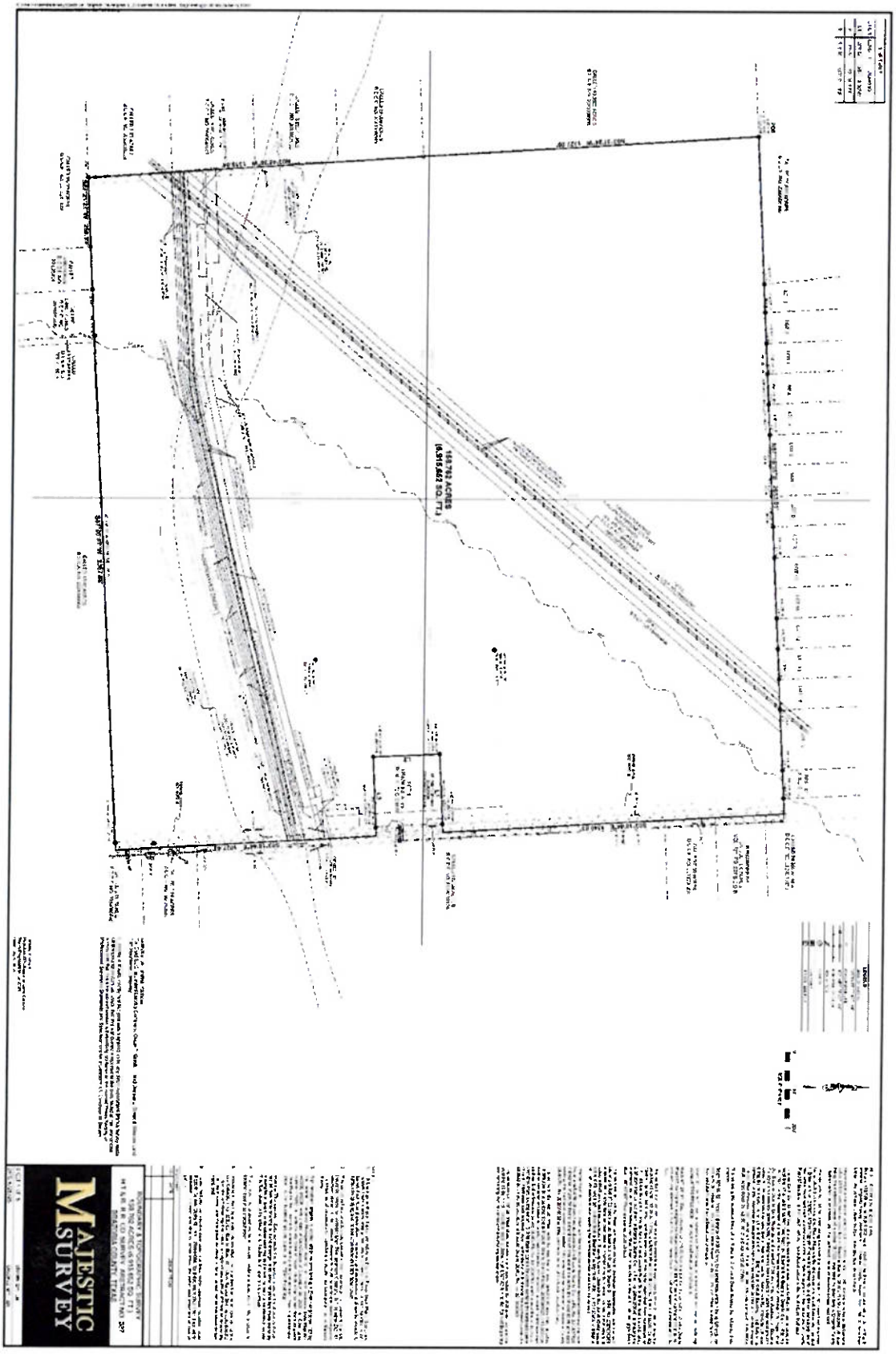


EXHIBIT "C"
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than $20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of $20,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than $7,500

between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as

required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon sixty (60) days' prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District or the Out-of-District Property (as defined in the Utility Agreement entered into by and between the Petitioner and the City), following full build-out within the District and the Out-of-District Property, shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 11/06/2026

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho - City Engineer

Item Type: Ordinance

Budgeted? N/A (no cost) Cost: 0.00

If budgeted, identify account: | | | |

Short Description:

Consider and take action on an ordinance amending Chapter 30, Article III (Regulations) of the Code of Ordinances of the City of Iowa Colony, Texas, Sections 30-61 and 30-62, to establish major signs as a permitted freestanding sign type for qualifying nonresidential property with State Highway 288 frontage, including the extraterritorial jurisdiction; providing standards for eligibility, size, height, number, spacing, setbacks, design, content and permitting; and providing for related matters.

Explanation/Justification Details:

BACKGROUND: The largest sign currently allowed on SH 288 frontage is a monument sign of 96 sq ft and 8 ft in height. A tract earning three or more monument signs may instead elect one 120 sq ft / 10 ft monument sign plus one 96 sq ft / 8 ft sign (Sec. 30-62(b)(6)a). These limits are small for signs meant to be read from a high-speed, partly elevated freeway. The amendment creates a "major sign" for large nonresidential sites on SH 288, with spacing controls to prevent corridor clutter. No existing sign standard is reduced.

SECTIONS AMENDED (Chapter 30, Article III):
- Sec. 30-61(1): adds major signs as a fourth freestanding sign type; remaining types relettered.
- Sec. 30-62(a)(1)c (new): major sign area is measured by sign face only; lettering or logos on the base count toward area; back-to-back faces count as one.
- Sec. 30-62(e) (new): major sign standards.

KEY STANDARDS: Nonresidential zoning or use with more than 500 ft of SH 288 frontage (incl. ETJ); site of at least 20 acres, or a building over 10,000 sq ft (existing or permitted); max. 200 sq ft sign face and 35 ft height; one sign plus one per additional 1,000 ft of frontage; 1,000 ft minimum spacing between major signs (first complete application has priority); within 100 ft of SH 288 ROW; at least 300 ft from residential; 10 ft setback; pole enclosed in a clad base at least 40% of sign width; shielded lighting; no electronic message display; on-premises content only; site plan plus structural/foundation plans sealed by a Texas P.E. A major sign counts as one of the property's monument signs and cannot be combined with the 120 sq ft monument option. Lots in one platted development or under an approved common signage agreement are treated as one property.

FISCAL IMPACT: None.
ATTACHMENTS: Council Summary; redline and clean text of Ch. 30, Art. III.
RECOMMENDATION: Adopt the ordinance, with any changes Council directs on the policy items above.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ARTICLE III. REGULATIONS

Sec. 30-61. Classification of signs.

For purposes of applying these regulations, all signs are defined and classified as follows:

(1) Freestanding signs. This article allows only the following four types of freestanding signs and, regardless of any other provision, all other freestanding signs are hereby prohibited:

a. Monument signs;

b. Major signs, where allowed by Section 30-62(e) on property with State Highway 288 frontage;

c. Temporary freestanding signs (not including temporary freestanding special activity signs); and

d. Temporary freestanding special activity signs.

(2) Wall signs.

(3) Window and door signs.

(4) Stake signs.

(5) Wind device signs.

a. Banner signs; and

b. Balloon signs.

(6) Flags and flagpoles.

(Ord. No. 2017-11-1, § 4, 5-30-2017)

Sec. 30-62. Freestanding signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area.

a. For monument signs, the effective area includes the entire structure on which the sign is placed or mounted, but not including the portion of the sign base that extends directly below the sign face (see Figure 30-62A).

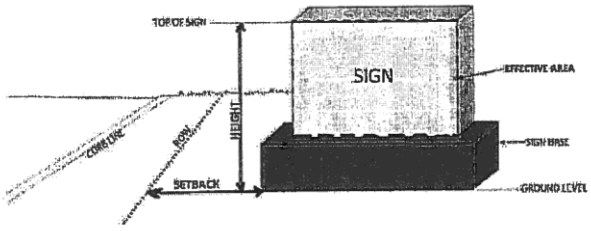


Figure 30-62A

b. Temporary freestanding signs, temporary freestanding special activity signs and subdivision entrance signs are measured by the length and height of the sign face or display area only, not including the measurements of the support structure (see Figures 30-62B and 30-62C).

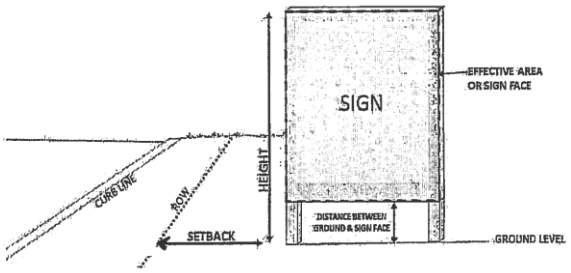


Figure 30-62B

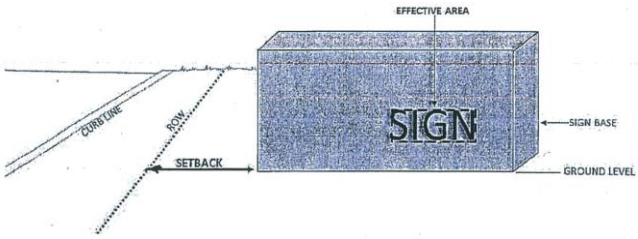


Figure 30-62C

c. Major signs are measured by the length and height of the sign face or display area only, not including the base or support structure, provided the base and support structure contain no lettering, logos, symbols, or other display. Any lettering, logo, symbol, or other display placed on the base or support structure is included in the effective area. Where a major sign has two sign faces placed back-to-back, parallel, and not more than 24 inches apart, only one sign face is counted.

(2) *Setback.* The setback is measured perpendicularly from the property line to the closest point of the sign.

(3) *Height.* The height of a freestanding sign is measured from the natural ground level at the base of the sign to the highest point of the sign.

(4) *Width.* The width of a freestanding sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(b) *Monument signs.* Except as otherwise provided in this section, monument signs must comply with the following requirements:

(1) *Size.* The following table details size requirements for monument signs:

Table 30-62. Requirements for Monument Signs

Nonresidential Zoning District Monuments Regulations:

Requirements	*Nonresidential Zoning District or Nonresidential Use Not Having Frontage on State Highway 288 or Having Frontage on State Highway 6*	Nonresidential Zoning District or Nonresidential Use with Frontage on State Highway 288
Maximum effective area (sq. ft.)	60	96
Maximum height (ft.)	6	8
Minimum setback (ft.)	0	0
Number per feet of frontage	1 for the first 250, 1 for each additional 250, maximum 2 per tract	1 for the first 250, 1 for each additional 500

Residential Zoning District Monuments Regulations:

Requirements	*Residential Zoning District or Residential Use with Frontage on SH 288*	*Residential Zoning District or Residential Use with Frontage on SH 6, Major Thoroughfare or Major Collector*	*Residential Zoning District or Residential Use (all others roadways)*
Maximum effective area (sq. ft.)	150	100	36
Maximum height (ft.)	16	10	4
Minimum setback (ft.)	3	3	3
Number per feet of frontage	1/500	1/500	1/500

(2) *Location; additional spacing requirements.*

a. A monument sign may not be located within 50 feet of another freestanding sign on another premises.

b. A monument sign may not be located within 125 feet of another freestanding sign on the same premises.

c. A monument sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

(3) *Materials.* All monument signs must be designed and constructed to substantially appear as a solid mass, such as a cinderblock, rectangle, or square, from ground level to the highest portion of the sign. All monument signs must be made of masonry, metal, routed wood planks or beams, or durable plastic, with durable surface ornamentation such as ceramic tile or such.

(4) *Number.* All signs with one common supporting structure are counted together as one sign for purposes of applying the regulations on the number of monument signs allowed on any one premises.

(5) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a monument sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A sign permit is not required to repaint a sign or to restore a conforming sign to its original condition if the sign otherwise complies with this article, or to periodically change only the letters, numbers or message portion of a conforming sign.

c. Unless earlier revoked, a sign permit to construct, erect or place a monument sign is valid for 180 days from the date of issuance.

(6) *Additional regulations.*

a. Size exception for monument signs in nonresidential districts or nonresidential uses with State Highway 288 frontage. Any real property located in a nonresidential district or nonresidential use with State Highway 288 frontage that would be allowed to have three or more monument signs under Table 30-62 may choose to have one monument sign with a maximum effective area of 120 square feet and a maximum height of ten feet and another monument sign with a maximum effective area of 96 square feet and a maximum height of eight feet, in lieu of all other monument signs allowed under Table 30-62.

b. Off-premises signs and on-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all off-premises and on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

c. Subdivision entrance signs must meet the requirements for monument signs in this article but have a different method of calculating the maximum effective area, see subsection (a) of this section.

d. A monument sign shall not contain off-premises advertising.

(c) *Temporary freestanding sign.*

(1) *Size.* A temporary freestanding sign must have a maximum effective area of 32 square feet and a maximum height of eight feet.

(2) *Location.* A temporary freestanding sign must comply with the following spacing requirements:

a. For properties in residential zoning districts or residential uses, spacing requirements are one per 500 feet.

b. For properties in nonresidential zoning districts or nonresidential uses, spacing requirements are one per the first 125 feet and one per each additional 250 feet.

c. A temporary freestanding sign may not be located within 50 feet of any freestanding sign on other premises.

d. A temporary freestanding sign may not be located within 125 feet of any freestanding sign on the same premises.

e. A temporary freestanding sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

(3) *Materials.* A temporary freestanding sign must be made of plywood, fiber cement board, or durable plastic. Temporary freestanding signs may not be lighted or illuminated and may not be an electronic sign.

(4) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, or alter the size or shape of any part of a temporary freestanding sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A new sign permit is not required to repaint or maintain a temporary freestanding sign or to restore a conforming and permitted temporary freestanding sign to its original condition if the sign otherwise complies with this article, or to periodically change only the letters, numbers or message portion of a conforming temporary freestanding sign.

c. A temporary freestanding sign permit is valid on any one temporary freestanding sign on one premises for a maximum of 75 days in any one calendar year. If locating a temporary freestanding sign for more than 75 days, the temporary freestanding sign permit must be renewed prior to the expiration of the then valid sign permit.

(5) *Additional regulations.* A temporary freestanding sign shall not contain off-premises advertising.

(d) *Temporary freestanding special activity signs.*

(1) *Types of temporary freestanding special activity signs.*

a. *Temporary special events signs.* Signs announcing special events, including, but not limited to, auction, grand opening, new management, going out of business, and events sponsored by religious, charitable, or public service groups and organizations. Businesses, individuals, or organizations may display up to six times in a 12-month period, a maximum of two signs for up to seven continuous days prior to a special event. Such signs shall not exceed 16 square feet in area, and shall be removed immediately following the end of the event.

b. *Temporary farm products signs.* Temporary on-premises signs announcing the availability of seasonal farm products for 60 days which may be renewed on a case-by-case basis. The number of signs shall not exceed two and the total area of all such signs shall not exceed 20 square feet, nor shall any sign exceed six feet in height.

c. *Temporary business occupation signs.* Temporary on-premises signs identifying a business in shopping centers, multiple establishment on the same lot, or office and/or industrial centers until the completion of the signs of the shopping center, office and/or industrial center. The length of time for displaying a temporary business occupation sign shall not exceed 90 days.

d. *Temporary construction signs.* Temporary construction signs announcing new buildings or projects, temporary geographical directional signs, erected after the commencement of building construction or site development shall be limited to two construction signs per construction site, each sign not to exceed 24 square feet in area and eight feet in height. The temporary sign shall be removed by the time a permanent sign is erected or a certificate of occupancy for the building is issued, whichever occurs first. Temporary geographical directional signs shall be removed when the initial development of the subdivision is complete.

(2) *Size.* If not indicated otherwise in this section, a temporary freestanding special activity sign must have dimensions of four feet in width and eight feet six inches in height. The plywood face of the sign must be four feet by eight feet where no part of the frame or posts extend beyond the sign faces at the sides or top of the sign. The face of the sign must extend down to within six inches of the ground.

(3) *Location.* If not indicated otherwise in this section, a temporary freestanding special activity sign shall comply with the following setback and spacing requirements:

a. For properties in residential zoning districts or residential use, spacing requirements are one sign per 500 feet of frontage.

b. For properties in nonresidential zoning districts or nonresidential use, spacing requirements are one sign for the first 125 feet of frontage and one sign for each additional 125 feet of frontage.

c. A temporary freestanding special activity sign may not be located within 50 feet of any freestanding sign on another premises.

d. A temporary freestanding special activity sign may not be located within 125 feet of any temporary freestanding special activity sign on the same premises.

e. An off-premises temporary freestanding special activity sign may not be located within 2,000 feet of another off-premises temporary freestanding activity sign.

f. A temporary freestanding special activity sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

g. Temporary freestanding special activity signs located on sites with State Highway 288 frontage shall be allowed a maximum area and height of two times the standard required herein, but spaced twice the minimum distance indicated.

(4) *Materials.* If not indicated otherwise in this section, a temporary freestanding special activity sign shall be constructed as follows:

a. The sign face must be fabricated of one-half inch thick medium density overlay plywood or treated wood or fiber cement board mounted on both sides of a frame if the sign is placed perpendicular to the property line;

b. A temporary freestanding special activity sign may not be electronic, lighted or illuminated;

c. A temporary freestanding special activity sign must be anchored by two- to four-inch by four-inch treated wood posts or steel posts anchored in sand or concrete filled holes extending down at least two feet in the ground; and

d. The plywood face must be securely held to the frame by galvanized nails or screws installed with the heads flush to the surface, all seams are tight, all holes are filled and sanded smooth, and all surfaces are coated with primer and painted with good quality exterior-grade paint.

(5) *Permit.* Unless indicated otherwise in this section:

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a temporary freestanding special activity sign including the face or other integral part, or to thereafter make use of a temporary freestanding special activity sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A sign permit, valid for one year and renewable for one additional year, may be issued for one temporary freestanding special activity sign on any one premises.

c. Unless earlier revoked, a sign permit to construct, erect or place a temporary freestanding special activity sign is valid for 180 days from the date of issuance.

(6) *Master signage plan.* An overall master plan signage plan if submitted for recommendation by the planning commission will substitute for the requirements of this section with only one sign permit required for all signs indicated in the approved master signage plan.

(e) *Major signs.* Except as otherwise provided in this section, major signs must comply with the following requirements:

(1) *Applicability.* A major sign is a freestanding, on-premises sign that exceeds the maximum effective area or maximum height allowed for a monument sign under Table 30-62. Major signs are allowed only on real property located in a nonresidential zoning district, or devoted to a nonresidential use, that has frontage on State Highway 288, including such property located in the city's extraterritorial jurisdiction. Major signs are prohibited on all other property.

(2) *Eligibility.* In addition to the frontage requirement of subsection (e)(1) of this section, a major sign is allowed only on a premises that meets at least one of the following conditions:

a. The premises contains a minimum of 20 acres; or

b. The premises contains at least one building having a gross floor area greater than 10,000 square feet, which building is either existing or the subject of an issued building permit. A major sign permit may not be issued for a premises qualifying only under this item until a building permit for that building has been issued, and the major sign may not be erected until construction of the building has commenced.

(3) *Size.* A major sign may not exceed a maximum effective area of 200 square feet, measured as provided in subsection (a)(1)c of this section.

(4) *Height.* A major sign may not exceed a maximum height of 35 feet, measured as provided in subsection (a)(3) of this section.

(5) *Number and spacing.* Major signs must comply with the following requirements:

a. One major sign is allowed on a premises having more than 500 feet of State Highway 288 frontage, plus one additional major sign for each additional 1,000 feet of State Highway 288 frontage. A premises with 500 feet or less of State Highway 288 frontage is not eligible for a major sign. Major signs remain subject to the spacing requirement of subsection (e)(5)b of this section.

b. A major sign may not be located within 1,000 feet of another major sign, whether on the same premises or on another premises, measured in a straight line between the closest points of the two signs. Where two proposed major signs would conflict with this requirement, the sign for which a complete permit application was first filed with the city has priority.

c. A major sign may not be located within 125 feet of another freestanding sign on the same premises or within 50 feet of another freestanding sign on another premises.

d. A major sign must be located within 100 feet of the State Highway 288 right-of-way line and must be oriented to be viewed from State Highway 288.

e. A major sign may not be located within 300 feet of a residential zoning district or residential use.

f. A major sign may not be placed or located within the public right-of-way or within a visibility triangle, and no part of a major sign may project over a property line.

(6) *Setback.* A major sign must be set back a minimum of ten feet from all property lines.

(7) *Materials and design.* The support structure of a major sign must be fully enclosed within a pylon or base clad in masonry, stone, stucco, or architectural metal compatible with the principal building on the premises. The width of the pylon or base may not be less than 40 percent of the width of the sign face. Exposed poles, exposed structural steel, and guy wires are prohibited. Illumination must be internal or by shielded external fixtures directed so that light does not spill onto adjacent property or the traveled way. Electronic signs as regulated by Section 30-68 are not allowed as part of a major sign.

(8) *Content.* A major sign shall not contain off-premises advertising. A major sign may identify multiple businesses located on the same premises. For purposes of this subsection, including the eligibility conditions of subsection (e)(2) and the frontage requirements of subsection (e)(5), all lots within a unified nonresidential development shown on a single recorded plat, or subject to a recorded common signage agreement approved by the city, are considered one premises.

(9) *Relationship to monument signs.* Each major sign counts as one of the monument signs allowed on the premises under Table 30-62. A premises with a major sign may not use the size exception in subsection (b)(6)a of this section.

(10) *Permit.* The permit requirements of subsection (b)(5) of this section apply to major signs. In addition, an application for a major sign permit must include:

a. A site plan showing the State Highway 288 frontage of the premises; the proposed sign location and setbacks; and the location of all existing and permitted major signs, freestanding signs, and residential zoning districts or uses within 1,000 feet of the proposed sign; and

b. Structural and foundation plans signed and sealed by a professional engineer licensed in the State of Texas, demonstrating compliance with the wind load requirements of the building code adopted by the city.

(Ord. No. 2016-19, § 24, 8-15-2016; Ord. No. 2026-___, § ___, ___-___-2026)

Sec. 30-63. Wall signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For wall signs, the effective area includes the entire area enclosing the extreme limits of the sign display, excluding any adjacent parts of the sign structure (see Figure 30-63A).

(2) *Height.* The height of a wall sign is measured between the lowest and highest vertical extremes of the sign display.

(3) *Width.* The width of a wall sign is measured between the right-most and left-most horizontal extremes of the sign display.

(4) *Illustration.*

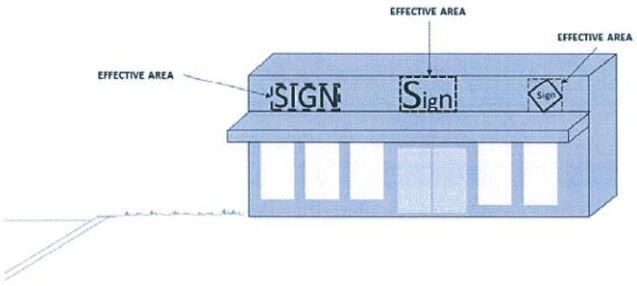


Figure 30-63A

(b) *Sign requirements and regulations.*

(1) *Size.* The following effective area and size regulations apply:

a. *Maximum effective area.*

1. *Principal buildings.* The effective area of all wall signs located on a principal building devoted to a residential use may not exceed one percent of the area of the wall or façade upon which they are located. The effective area of all wall signs located on a principal building serving as a nonresidential use may not exceed 15 percent of the area of the wall or façade upon which they are located, or 300 square feet, whichever is less.
2. *Accessory buildings and structures.* Wall signs are prohibited on accessory buildings serving a single-family or two-family residential use. The effective area of all wall signs located on an accessory building or structure serving a nonresidential use may not exceed five percent of the area of the wall or façade upon which they are located, or 100 square feet, whichever is less.
3. *Measurements.* In measuring the area of the wall or façade of a principal building or an accessory building or structure in this section, the area of all doors and windows are included. In measuring the area of a wall or façade of an accessory structure that contains open space (i.e., not occupied by walls, glass, or other material used to permanently enclose the interior space) such as a canopy or porte cochere, the area of the open space is not included (see Figures 30-63B and 30-63C).

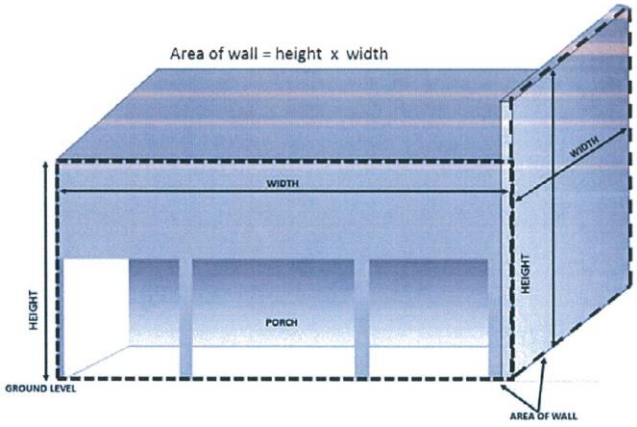


Figure 30-63B

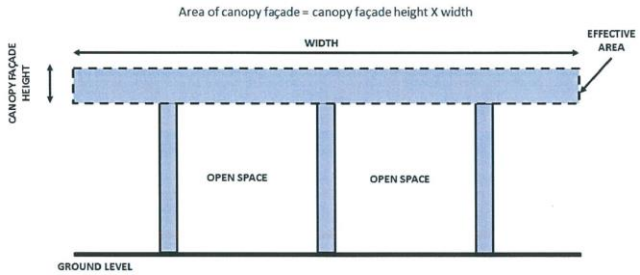


Figure 30-63C

b. *Multi-tenant buildings.* For multi-tenant buildings, the effective area regulations apply to that portion of the building façade leased by each tenant.

(2) *Height.*

a. For buildings containing 10,000 square feet or more of floor space, the maximum height of the wall sign is two inches in height for every one foot of height of the wall to which it is attached.

b. For buildings containing less than 10,000 square feet in floor area, the maximum height of the wall sign is 1½ inches for every one foot of height of the wall to which it is attached. Under this provision, the height of the wall is measured from the base of the wall vertically to the highest point of the wall to which the sign is affixed.

c. For wall signs on motor vehicle canopies, such as drive-thrus or gas sales, the maximum height of the sign shall be two inches in height for every one foot of height of the canopy. Under this provision, the height of the canopy is measured from ground level to the top of the vertical canopy façade. In no case shall the sign extend below or above the vertical façade of the canopy (see Figure 30-63D).

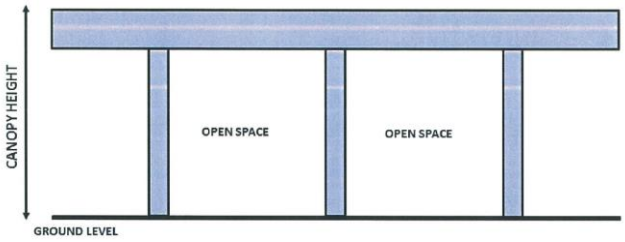


Figure 30-63D

(3) *Location.*

a. A wall sign may not extend more than 12 inches beyond the perimeter of any part of the wall to which it is attached. A wall sign may be placed on a canopy or roof if there is a solid wall of the same building visible behind the entire sign.

b. Wall signs may be illuminated; however, illuminated wall signs on rear building façades shall be prohibited if facing a residential zoning district or use.

(4) *Materials.*

a. Wall signs should be constructed of durable, weather-resistant materials such as metal, plastic, or other durable materials approved by the building official or his assigns.

b. Wall signs must be attached to the wall of a building in accordance with current building code.

(5) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a wall sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city, except as otherwise provided in this article.

b. Unless earlier revoked, a wall sign permit to construct, erect or place a wall sign is valid for 180 days from the date of issuance.

(Ord. No. 2016-19, § 25, 8-15-2016)

Sec. 30-64. Window and door signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. for window and door signs, the effective area includes the entire area enclosing the extreme limits of the sign display, excluding any adjacent parts of the sign structure (see Figure 30-64).

(2) *Height.* The height of a window and door sign is measured between the lowest and highest vertical extremes of the sign display.

(3) *Width.* The width of a window and door sign is measured between the right-most and left-most horizontal extremes of the sign display.

(4) *Illustration.*

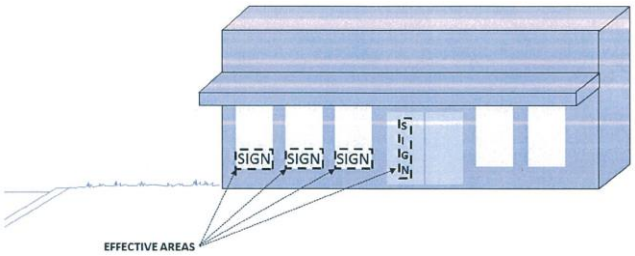


Figure 30-64

(b) *Sign requirements and regulations.*

(1) *Size.* The total area of window and door signs shall not exceed 25 percent of the total window and door area of the building elevation identified for placement of the sign.

(2) *Location.* window and door signs are limited to the ground floor of a building. Window and door signs must be affixed to the interior face of the window surface. signs affixed to the exterior face of a window or door are wall signs.

(3) *Materials.* Window and door signs include any material painted, etched, or affixed to the interior side of a window or door. Window and door signs include electronic and illuminated signs hanging within the interior space and viewable from the public street through the window or door.

(4) *Permits.* A sign permit is not required for the placement or use of window and door signs.

(Ord. No. 2016-19, § 26, 8-15-2016)

Sec. 30-65. Stake signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For stake signs, the effective area includes the entire structure on which signs are placed or mounted (see Figure 30-65).

(2) *Setback.* The setback is measured perpendicularly from the curbline to the closest point of the sign.

(3) *Height.* The height of a sign is measured from the natural ground level at the base of the sign to the highest point of the sign.

(4) *Width.* The width of a sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(5) *Illustrations.*

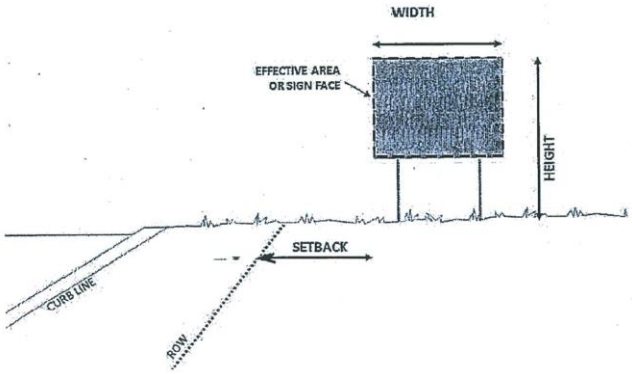


Figure 30-65

(b) *Sign requirements and regulations.*

(1) *Size.* A stake sign may not have an effective area in excess of nine square feet or a height in excess of four feet.

(2) *Location.* A stake sign may not be located within the right-of-way of a public street or within a railroad right-of-way and a minimum of 20 feet from the curbline. A stake sign may not be located on State Highway 288 frontage.

(3) *Materials.* Stake signs may include materials such as wood or metal stakes with a wood, plastic or metal sign face.

(4) *Number.* No more than two stake signs are allowed on a nonresidential property at any time. Stake signs may not be located within 25 feet of another sign on the same premises or on an adjacent premises. However, every property is allowed at least one stake sign.

(5) *Permit.* A sign permit is not required for the placement or use of a stake sign. A stake sign that advertises a particular event or happening must be removed within three days after the conclusion of the event by the owner of the premises on which it is located.

(Ord. No. 2016-19, § 27, 8-15-2016)

Sec. 30-66. Wind device signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For wind device signs, the effective area includes the entire sign display area or sign face, excluding the structure on which signs are placed (see Figure 30-66).

(2) *Setback.* The setback is measured perpendicularly from the curbline to the closest point of the sign.

(3) *Height.* The height of a wind device sign is measured from the natural ground level below the sign to the highest point of the sign.

(4) *Width.* The width of a sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(5) *Illustrations.*



Figure 30-66

(b) *Banner signs.* Banner signs are a type of wind device sign and include pennant signs. The following regulations apply to banner signs:

(1) *Size.* A banner sign may not project above the roofline or parapet walls of a building. Banner signs may not extend to a greater height than the maximum height of the building on the premises. Banner signs on vacant premises may not exceed ten feet in height.

(2) *Location.* Banner signs may not extend beyond the property lines of the premises where located or over any public highway, street or sidewalk.

(3) *Materials.* A banner sign must be constructed of weather-resistant materials, be unlighted, and may not be an illuminated sign or electronic sign.

(4) *Permit.*

a. It is unlawful for any person to place, erect or make use of a banner sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises.

b. A permit to make use of one or more wind device signs on a premises devoted to a nonresidential use may not exceed a period of use of 28 consecutive days in one calendar year or two periods of use in 14 consecutive days in on calendar year.

(c) *Balloon signs.* Balloon signs are a type of wind device sign and the following regulations apply:

(1) *Size.* A balloon sign may not project above the roofline or parapet walls of a building. Balloon signs may not exceed or be a greater height than the maximum height of the building on the premises. Balloon signs on vacant properties may not exceed ten feet in height.

(2) *Location.* Balloon signs may not extend beyond the property lines of the premises where located, or over any public highway, street or sidewalk.

(3) *Permit.*

a. It is unlawful for any person to place, erect or make use of a balloon sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises.

b. A permit to make use of one or more balloon signs on a premises devoted to a nonresidential use may not exceed a period of use of 28 consecutive days in one calendar year or two periods of use of 14 consecutive days in one calendar year.

c. A permit is not required for up to three balloon signs less than 24 inches in diameter displayed for less than three days.

(Ord. No. 2016-19, § 28, 8-15-2016)

Sec. 30-67. Flags and flagpoles.

(a) *Flags.*

(1) *Location; applicability.* A flag sign may be located in any zoning district or use. Governmental flag signs only include: the flag of the United States of America, the flag of the state, any flag of a governmental entity, foreign or domestic, or an official or replica flag of any branch of the United States Armed Forces.

(2) *Manner of measurement.*

a. *Size.*

1. *In a nonresidential district or use.* A flag's effective area may not exceed 60 square feet. No portion of a flag shall encroach in a minimum seven-foot-high area above the ground when displayed at the half-mast location.

2. *In a residential district or use.* A flag's effective area may not exceed 40 square feet. No portion of a flag shall encroach in a minimum seven-foot-high area above the ground when displayed at the half-mast location.

b. *Type in a nonresidential district or use.* Flag signs in nonresidential zoning districts or uses may only consist of governmental flag signs or flag signs containing commercial messages which may only consist of registered or unregistered logos, trademarks, or service marks and must be located on the premises of the businesses or commercial enterprises which the signs advertise.

c. *Display in a nonresidential district or use.* All flag signs located in nonresidential zoning districts or use shall be displayed in accordance with the rules of etiquette for the display of United States of America flags contained in the United States Flag Code (4 USC 1 et seq.), including specific rules for the flag of the United States to be displayed in accordance with 4 USC 5 through 10. The state flag shall be displayed in accordance with V.T.C.A., Government Code ch. 3100. Flag signs shall not be displayed on or from roofs.

d. *Number.*

1. *In a nonresidential district or use.* No more than one flag sign per flagpole.

2. *In a residential district or use.* No more than two flag signs per flagpole.

(b) *Flagpoles.*

(1) *Height.*

a. *In a nonresidential district or use.* Freestanding flagpoles shall be no more than 50 feet in height. The lowest component of a flag sign on a flagpole shall be a minimum of seven feet above the ground when measured at ground level at the half-mast location.

b. *In a residential district or use.* Freestanding flagpoles shall be no more than 25 feet in height. The lowest component of a flag sign on a flagpole shall be a minimum of seven feet above the ground when measured at ground level at the half-mast location.

(2) *Location.*

a. A flagpole may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle as identified in this Code and is set back a minimum of ten feet from the curb.

b. Flagpoles mounted on the walls of buildings shall not extend more than ten feet above the wall on which they are mounted and shall be no more than 35 feet in height.

c. The display of a flag, or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setbacks of record. Flagpoles shall not be mounted on roofs.

(3) *Construction.* Flagpoles shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the primary structure and permanently mounted.

(4) *Number.*

a. The maximum number of individual flag poles allowed within single-family residential zones or single-family residential use area is three per lot or contiguous tract of land.

b. The maximum number of individual flag poles allowed within non-single-family residential zones or non-single-family residential use area is three per contiguous tract of land.

(5) *Permits.* It is unlawful for any person to place, erect or make use of flagpoles on a premises located in a nonresidential zone or use without first securing a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises. Flags mounted to a permitted flagpole do not require a permit. No permit is required for flagpoles located in a residential district or use.

(Ord. No. 2016-19, § 1, 8-15-2016)

Sec. 30-68. Electronic signs.

(a) *Permitted sign type; criteria.* Electronic signs, as defined herein, are only allowed as freestanding monument (on-premises use only) signs and do not qualify for any other sign type, using the following criteria:

(1) *Size in a nonresidential district or nonresidential use (including vacant use).* The electronic portion of a freestanding monument sign may not exceed two-thirds of the total effective area and in no case may exceed the total effective area as allowed for monument signs.

(2) *Location.* An electronic sign may be placed adjacent to the public right-of-way, but not within the public right-of-way, provided it does not encroach on the sight visibility triangle as identified in other ordinances and is setback a minimum of 20 feet from the curb.

(3) *Maintenance.* Electronic sign lighting must be maintained. When more than one-fourth of the total electronic sign area is not properly functioning, the entire electronic sign must be turned off until the electronic sign can be repaired.

(4) *Number in a nonresidential district or nonresidential use.* The total number of allowed monument signs with an electronic sign component is the same as the total number of monument signs allowed.

(5) *Illumination level.* No automatic changeable copy sign shall exceed a brightness level of 0.3 footcandle above ambient light as measured using a footcandle (Lux) meter at a pre-set distance in accordance with the following procedure:

a. At least 30 minutes past sunset, record the ambient light while the sign is off or displaying all black copy, or with the sign's illumination blocked.

b. The light meter shall be held five feet above the finished grade in front of the sign.

c. The meter shall be aimed toward the center of the automatic changeable copy sign.

d. From the same location, a second reading shall be recorded while the sign is on and not blocked.

(6) *Compliance.* If the difference between the measurements is 0.3 footcandle or less, the brightness is properly adjusted; otherwise, the brightness must be adjusted to comply with the brightness adjustment standard set forth above.

(7) *Measuring.* The measurement distance shall be determined as shown in Table 30-68, which is derived and generalized from the formula shown for 180 square feet in the table; (the square root of) (the automatic changeable copy area times 100):

Table 30-68. Distances from Which to Measure the Brightness of On-Premises Automatic Changeable Copy Graphics

Area of Automatic Changeable Copy in Square Feet	*Measurement Distance in Linear Feet*
10	32
20	45
30	55
40	63
50	71
60	77
70	84
80	89
90	95
100	100
120	110
140	118
160	126
180*	134
200	141
220	148
240	155
260	161
280	167
300	173
350	187
400	200
450	212
500	224

550	234
600	245
650 and greater	254

*180 x 100 = 18,000; √18,000 = 134

(8) *Image timing.* The electronic image on an electronic sign must remain constant for a minimum time period of 15 seconds at those locations that do not have frontage on State Highway 288 or State Highway 6 and a minimum time period of seven seconds for those locations that have frontage on State Highway 288 or State Highway 6.

(b) *Permit.* It is unlawful for any person to place, erect or make use of an electronic sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For locations leased to multiple tenants, the permit applies to each leased premises. Electronic signs are not allowed in residential districts and are not allowed on a premises either vacant or containing a residential use.

(Ord. No. 2016-19, § 30, 8-15-2016)

Sec. 30-69. Abandoned on-premises signs.

(a) Except as otherwise provided in this article, an on-premises sign must be removed on the first anniversary of the date the business, person, entity, organization, or other matter advertised or identified in the sign ceases to operate or be located on the premises where the sign is located.

(b) Except as otherwise provided in this article, if the premises containing an on-premises sign are leased, then the sign must be removed on the second anniversary after the date the most recent tenant ceases to operate on the premises.

(c) This section also applies to nonconforming signs. A nonconforming sign that is required to be removed under this section loses its nonconforming status.

(Ord. No. 2016-19, § 31, 8-15-2016)

Sec. 30-70. All signs; building codes and other laws.

Except as otherwise provided herein for nonconforming signs, each sign of any type shall comply with all applicable building codes and other applicable ordinances and laws of any nature. The building official or his assigns shall be designated as the person responsible for interpretation and execution of all regulations contained in this article.

(Ord. No. 2016-19, § 32, 8-15-2016)

Secs. 30-71—30-98. Reserved.

ARTICLE III. REGULATIONS

Sec. 30-61. Classification of signs.

For purposes of applying these regulations, all signs are defined and classified as follows:

(1) Freestanding signs. This article allows only the following four types of freestanding signs and, regardless of any other provision, all other freestanding signs are hereby prohibited:

a. Monument signs;

b. Major signs, where allowed by Section 30-62(e) on property with State Highway 288 frontage;

c. Temporary freestanding signs (not including temporary freestanding special activity signs); and

d. Temporary freestanding special activity signs.

(2) Wall signs.

(3) Window and door signs.

(4) Stake signs.

(5) Wind device signs.

a. Banner signs; and

b. Balloon signs.

(6) Flags and flagpoles.

(Ord. No. 2017-11-1, § 4, 5-30-2017)

Sec. 30-62. Freestanding signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area.

a. For monument signs, the effective area includes the entire structure on which the sign is placed or mounted, but not including the portion of the sign base that extends directly below the sign face (see Figure 30-62A).

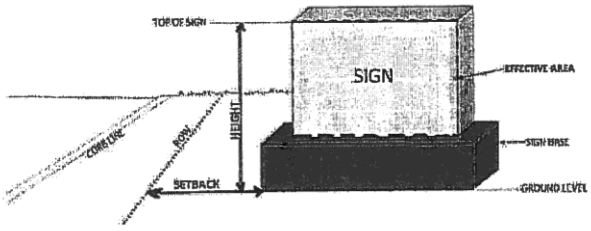


Figure 30-62A

b. Temporary freestanding signs, temporary freestanding special activity signs and subdivision entrance signs are measured by the length and height of the sign face or display area only, not including the measurements of the support structure (see Figures 30-62B and 30-62C).

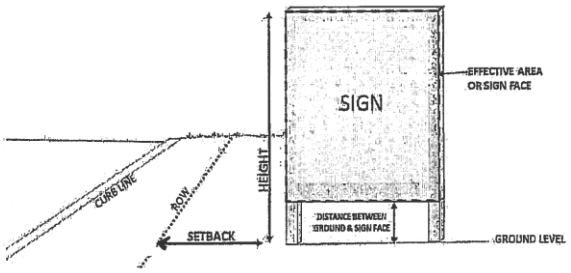


Figure 30-62B

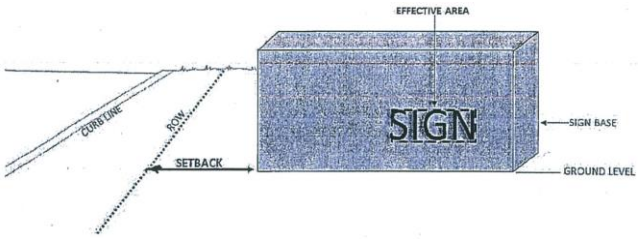


Figure 30-62C

c. Major signs are measured by the length and height of the sign face or display area only, not including the base or support structure, provided the base and support structure contain no lettering, logos, symbols, or other display. Any lettering, logo, symbol, or other display placed on the base or support structure is included in the effective area. Where a major sign has two sign faces placed back-to-back, parallel, and not more than 24 inches apart, only one sign face is counted.

(2) *Setback.* The setback is measured perpendicularly from the property line to the closest point of the sign.

(3) *Height.* The height of a freestanding sign is measured from the natural ground level at the base of the sign to the highest point of the sign.

(4) *Width.* The width of a freestanding sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(b) *Monument signs.* Except as otherwise provided in this section, monument signs must comply with the following requirements:

(1) *Size.* The following table details size requirements for monument signs:

Table 30-62. Requirements for Monument Signs

Nonresidential Zoning District Monuments Regulations:

Requirements	*Nonresidential Zoning District or Nonresidential Use Not Having Frontage on State Highway 288 or Having Frontage on State Highway 6*	Nonresidential Zoning District or Nonresidential Use with Frontage on State Highway 288
Maximum effective area (sq. ft.)	60	96
Maximum height (ft.)	6	8
Minimum setback (ft.)	0	0
Number per feet of frontage	1 for the first 250, 1 for each additional 250, maximum 2 per tract	1 for the first 250, 1 for each additional 500

Residential Zoning District Monuments Regulations:

Requirements	*Residential Zoning District or Residential Use with Frontage on SH 288*	*Residential Zoning District or Residential Use with Frontage on SH 6, Major Thoroughfare or Major Collector*	*Residential Zoning District or Residential Use (all others roadways)*
Maximum effective area (sq. ft.)	150	100	36
Maximum height (ft.)	16	10	4
Minimum setback (ft.)	3	3	3
Number per feet of frontage	1/500	1/500	1/500

(2) *Location; additional spacing requirements.*

a. A monument sign may not be located within 50 feet of another freestanding sign on another premises.

b. A monument sign may not be located within 125 feet of another freestanding sign on the same premises.

c. A monument sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

(3) *Materials.* All monument signs must be designed and constructed to substantially appear as a solid mass, such as a cinderblock, rectangle, or square, from ground level to the highest portion of the sign. All monument signs must be made of masonry, metal, routed wood planks or beams, or durable plastic, with durable surface ornamentation such as ceramic tile or such.

(4) *Number.* All signs with one common supporting structure are counted together as one sign for purposes of applying the regulations on the number of monument signs allowed on any one premises.

(5) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a monument sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A sign permit is not required to repaint a sign or to restore a conforming sign to its original condition if the sign otherwise complies with this article, or to periodically change only the letters, numbers or message portion of a conforming sign.

c. Unless earlier revoked, a sign permit to construct, erect or place a monument sign is valid for 180 days from the date of issuance.

(6) *Additional regulations.*

a. Size exception for monument signs in nonresidential districts or nonresidential uses with State Highway 288 frontage. Any real property located in a nonresidential district or nonresidential use with State Highway 288 frontage that would be allowed to have three or more monument signs under Table 30-62 may choose to have one monument sign with a maximum effective area of 120 square feet and a maximum height of ten feet and another monument sign with a maximum effective area of 96 square feet and a maximum height of eight feet, in lieu of all other monument signs allowed under Table 30-62.

b. Off-premises signs and on-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all off-premises and on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

c. Subdivision entrance signs must meet the requirements for monument signs in this article but have a different method of calculating the maximum effective area, see subsection (a) of this section.

d. A monument sign shall not contain off-premises advertising.

(c) *Temporary freestanding sign.*

(1) *Size.* A temporary freestanding sign must have a maximum effective area of 32 square feet and a maximum height of eight feet.

(2) *Location.* A temporary freestanding sign must comply with the following spacing requirements:

a. For properties in residential zoning districts or residential uses, spacing requirements are one per 500 feet.

b. For properties in nonresidential zoning districts or nonresidential uses, spacing requirements are one per the first 125 feet and one per each additional 250 feet.

c. A temporary freestanding sign may not be located within 50 feet of any freestanding sign on other premises.

d. A temporary freestanding sign may not be located within 125 feet of any freestanding sign on the same premises.

e. A temporary freestanding sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

(3) *Materials.* A temporary freestanding sign must be made of plywood, fiber cement board, or durable plastic. Temporary freestanding signs may not be lighted or illuminated and may not be an electronic sign.

(4) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, or alter the size or shape of any part of a temporary freestanding sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A new sign permit is not required to repaint or maintain a temporary freestanding sign or to restore a conforming and permitted temporary freestanding sign to its original condition if the sign otherwise complies with this article, or to periodically change only the letters, numbers or message portion of a conforming temporary freestanding sign.

c. A temporary freestanding sign permit is valid on any one temporary freestanding sign on one premises for a maximum of 75 days in any one calendar year. If locating a temporary freestanding sign for more than 75 days, the temporary freestanding sign permit must be renewed prior to the expiration of the then valid sign permit.

(5) *Additional regulations.* A temporary freestanding sign shall not contain off-premises advertising.

(d) *Temporary freestanding special activity signs.*

(1) *Types of temporary freestanding special activity signs.*

a. *Temporary special events signs.* Signs announcing special events, including, but not limited to, auction, grand opening, new management, going out of business, and events sponsored by religious, charitable, or public service groups and organizations. Businesses, individuals, or organizations may display up to six times in a 12-month period, a maximum of two signs for up to seven continuous days prior to a special event. Such signs shall not exceed 16 square feet in area, and shall be removed immediately following the end of the event.

b. *Temporary farm products signs.* Temporary on-premises signs announcing the availability of seasonal farm products for 60 days which may be renewed on a case-by-case basis. The number of signs shall not exceed two and the total area of all such signs shall not exceed 20 square feet, nor shall any sign exceed six feet in height.

c. *Temporary business occupation signs.* Temporary on-premises signs identifying a business in shopping centers, multiple establishment on the same lot, or office and/or industrial centers until the completion of the signs of the shopping center, office and/or industrial center. The length of time for displaying a temporary business occupation sign shall not exceed 90 days.

d. *Temporary construction signs.* Temporary construction signs announcing new buildings or projects, temporary geographical directional signs, erected after the commencement of building construction or site development shall be limited to two construction signs per construction site, each sign not to exceed 24 square feet in area and eight feet in height. The temporary sign shall be removed by the time a permanent sign is erected or a certificate of occupancy for the building is issued, whichever occurs first. Temporary geographical directional signs shall be removed when the initial development of the subdivision is complete.

(2) *Size.* If not indicated otherwise in this section, a temporary freestanding special activity sign must have dimensions of four feet in width and eight feet six inches in height. The plywood face of the sign must be four feet by eight feet where no part of the frame or posts extend beyond the sign faces at the sides or top of the sign. The face of the sign must extend down to within six inches of the ground.

(3) *Location.* If not indicated otherwise in this section, a temporary freestanding special activity sign shall comply with the following setback and spacing requirements:

a. For properties in residential zoning districts or residential use, spacing requirements are one sign per 500 feet of frontage.

b. For properties in nonresidential zoning districts or nonresidential use, spacing requirements are one sign for the first 125 feet of frontage and one sign for each additional 125 feet of frontage.

c. A temporary freestanding special activity sign may not be located within 50 feet of any freestanding sign on another premises.

d. A temporary freestanding special activity sign may not be located within 125 feet of any temporary freestanding special activity sign on the same premises.

e. An off-premises temporary freestanding special activity sign may not be located within 2,000 feet of another off-premises temporary freestanding activity sign.

f. A temporary freestanding special activity sign may not be placed or located within the public right-of-way unless the city gives its written consent to the encroachment.

g. Temporary freestanding special activity signs located on sites with State Highway 288 frontage shall be allowed a maximum area and height of two times the standard required herein, but spaced twice the minimum distance indicated.

(4) *Materials.* If not indicated otherwise in this section, a temporary freestanding special activity sign shall be constructed as follows:

a. The sign face must be fabricated of one-half inch thick medium density overlay plywood or treated wood or fiber cement board mounted on both sides of a frame if the sign is placed perpendicular to the property line;

b. A temporary freestanding special activity sign may not be electronic, lighted or illuminated;

c. A temporary freestanding special activity sign must be anchored by two- to four-inch by four-inch treated wood posts or steel posts anchored in sand or concrete filled holes extending down at least two feet in the ground; and

d. The plywood face must be securely held to the frame by galvanized nails or screws installed with the heads flush to the surface, all seams are tight, all holes are filled and sanded smooth, and all surfaces are coated with primer and painted with good quality exterior-grade paint.

(5) *Permit.* Unless indicated otherwise in this section:

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a temporary freestanding special activity sign including the face or other integral part, or to thereafter make use of a temporary freestanding special activity sign without having first secured a sign permit from the city as required, except as otherwise provided in this article.

b. A sign permit, valid for one year and renewable for one additional year, may be issued for one temporary freestanding special activity sign on any one premises.

c. Unless earlier revoked, a sign permit to construct, erect or place a temporary freestanding special activity sign is valid for 180 days from the date of issuance.

(6) *Master signage plan.* An overall master plan signage plan if submitted for recommendation by the planning commission will substitute for the requirements of this section with only one sign permit required for all signs indicated in the approved master signage plan.

(e) *Major signs.* Except as otherwise provided in this section, major signs must comply with the following requirements:

(1) *Applicability.* A major sign is a freestanding, on-premises sign that exceeds the maximum effective area or maximum height allowed for a monument sign under Table 30-62. Major signs are allowed only on real property located in a nonresidential zoning district, or devoted to a nonresidential use, that has frontage on State Highway 288, including such property located in the city's extraterritorial jurisdiction. Major signs are prohibited on all other property.

(2) *Eligibility.* In addition to the frontage requirement of subsection (e)(1) of this section, a major sign is allowed only on a premises that meets at least one of the following conditions:

a. The premises contains a minimum of 20 acres; or

b. The premises contains at least one building having a gross floor area greater than 10,000 square feet, which building is either existing or the subject of an issued building permit. A major sign permit may not be issued for a premises qualifying only under this item until a building permit for that building has been issued, and the major sign may not be erected until construction of the building has commenced.

(3) *Size.* A major sign may not exceed a maximum effective area of 200 square feet, measured as provided in subsection (a)(1)c of this section.

(4) *Height.* A major sign may not exceed a maximum height of 35 feet, measured as provided in subsection (a)(3) of this section.

(5) *Number and spacing.* Major signs must comply with the following requirements:

a. One major sign is allowed on a premises having more than 500 feet of State Highway 288 frontage, plus one additional major sign for each additional 1,000 feet of State Highway 288 frontage. A premises with 500 feet or less of State Highway 288 frontage is not eligible for a major sign. Major signs remain subject to the spacing requirement of subsection (e)(5)b of this section.

b. A major sign may not be located within 1,000 feet of another major sign, whether on the same premises or on another premises, measured in a straight line between the closest points of the two signs. Where two proposed major signs would conflict with this requirement, the sign for which a complete permit application was first filed with the city has priority.

c. A major sign may not be located within 125 feet of another freestanding sign on the same premises or within 50 feet of another freestanding sign on another premises.

d. A major sign must be located within 100 feet of the State Highway 288 right-of-way line and must be oriented to be viewed from State Highway 288.

e. A major sign may not be located within 300 feet of a residential zoning district or residential use.

f. A major sign may not be placed or located within the public right-of-way or within a visibility triangle, and no part of a major sign may project over a property line.

(6) *Setback.* A major sign must be set back a minimum of ten feet from all property lines.

(7) *Materials and design.* The support structure of a major sign must be fully enclosed within a pylon or base clad in masonry, stone, stucco, or architectural metal compatible with the principal building on the premises. The width of the pylon or base may not be less than 40 percent of the width of the sign face. Exposed poles, exposed structural steel, and guy wires are prohibited. Illumination must be internal or by shielded external fixtures directed so that light does not spill onto adjacent property or the traveled way. Electronic signs as regulated by Section 30-68 are not allowed as part of a major sign.

(8) *Content.* A major sign shall not contain off-premises advertising. A major sign may identify multiple businesses located on the same premises. For purposes of this subsection, including the eligibility conditions of subsection (e)(2) and the frontage requirements of subsection (e)(5), all lots within a unified nonresidential development shown on a single recorded plat, or subject to a recorded common signage agreement approved by the city, are considered one premises.

(9) *Relationship to monument signs.* Each major sign counts as one of the monument signs allowed on the premises under Table 30-62. A premises with a major sign may not use the size exception in subsection (b)(6)a of this section.

(10) *Permit.* The permit requirements of subsection (b)(5) of this section apply to major signs. In addition, an application for a major sign permit must include:

a. A site plan showing the State Highway 288 frontage of the premises; the proposed sign location and setbacks; and the location of all existing and permitted major signs, freestanding signs, and residential zoning districts or uses within 1,000 feet of the proposed sign; and

b. Structural and foundation plans signed and sealed by a professional engineer licensed in the State of Texas, demonstrating compliance with the wind load requirements of the building code adopted by the city.

(Ord. No. 2016-19, § 24, 8-15-2016; Ord. No. 2026-___, § ___, ___-___-2026)

Sec. 30-63. Wall signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For wall signs, the effective area includes the entire area enclosing the extreme limits of the sign display, excluding any adjacent parts of the sign structure (see Figure 30-63A).

(2) *Height.* The height of a wall sign is measured between the lowest and highest vertical extremes of the sign display.

(3) *Width.* The width of a wall sign is measured between the right-most and left-most horizontal extremes of the sign display.

(4) *Illustration.*

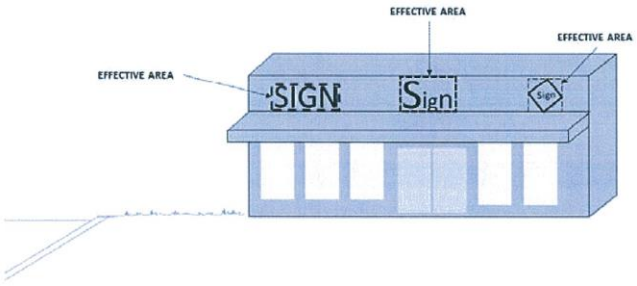


Figure 30-63A

(b) *Sign requirements and regulations.*

(1) *Size.* The following effective area and size regulations apply:

a. *Maximum effective area.*

1. *Principal buildings.* The effective area of all wall signs located on a principal building devoted to a residential use may not exceed one percent of the area of the wall or façade upon which they are located. The effective area of all wall signs located on a principal building serving as a nonresidential use may not exceed 15 percent of the area of the wall or façade upon which they are located, or 300 square feet, whichever is less.
2. *Accessory buildings and structures.* Wall signs are prohibited on accessory buildings serving a single-family or two-family residential use. The effective area of all wall signs located on an accessory building or structure serving a nonresidential use may not exceed five percent of the area of the wall or façade upon which they are located, or 100 square feet, whichever is less.
3. *Measurements.* In measuring the area of the wall or façade of a principal building or an accessory building or structure in this section, the area of all doors and windows are included. In measuring the area of a wall or façade of an accessory structure that contains open space (i.e., not occupied by walls, glass, or other material used to permanently enclose the interior space) such as a canopy or porte cochere, the area of the open space is not included (see Figures 30-63B and 30-63C).

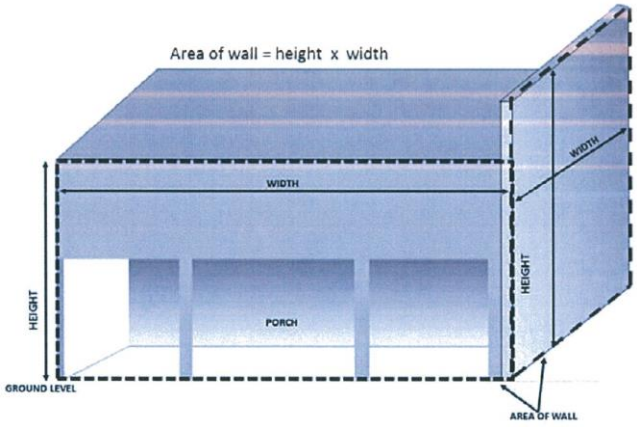


Figure 30-63B

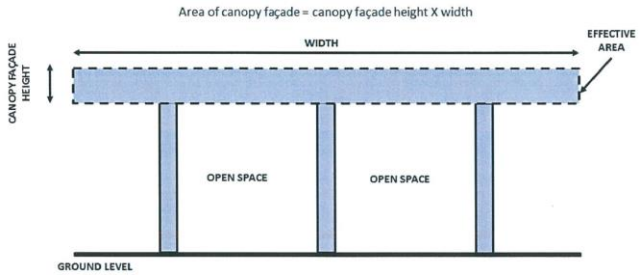


Figure 30-63C

b. *Multi-tenant buildings.* For multi-tenant buildings, the effective area regulations apply to that portion of the building façade leased by each tenant.

(2) *Height.*

a. For buildings containing 10,000 square feet or more of floor space, the maximum height of the wall sign is two inches in height for every one foot of height of the wall to which it is attached.

b. For buildings containing less than 10,000 square feet in floor area, the maximum height of the wall sign is 1½ inches for every one foot of height of the wall to which it is attached. Under this provision, the height of the wall is measured from the base of the wall vertically to the highest point of the wall to which the sign is affixed.

c. For wall signs on motor vehicle canopies, such as drive-thrus or gas sales, the maximum height of the sign shall be two inches in height for every one foot of height of the canopy. Under this provision, the height of the canopy is measured from ground level to the top of the vertical canopy façade. In no case shall the sign extend below or above the vertical façade of the canopy (see Figure 30-63D).

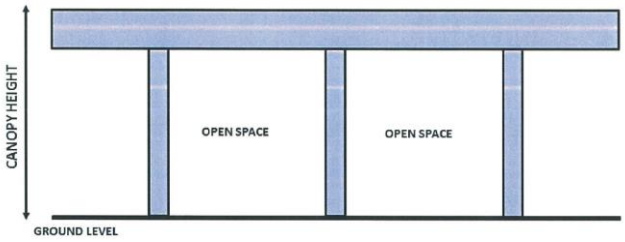


Figure 30-63D

(3) *Location.*

a. A wall sign may not extend more than 12 inches beyond the perimeter of any part of the wall to which it is attached. A wall sign may be placed on a canopy or roof if there is a solid wall of the same building visible behind the entire sign.

b. Wall signs may be illuminated; however, illuminated wall signs on rear building façades shall be prohibited if facing a residential zoning district or use.

(4) *Materials.*

a. Wall signs should be constructed of durable, weather-resistant materials such as metal, plastic, or other durable materials approved by the building official or his assigns.

b. Wall signs must be attached to the wall of a building in accordance with current building code.

(5) *Permit.*

a. It is unlawful for any person to place, locate, relocate, erect, construct, replace or alter the size or shape of any part of a wall sign, including the face or other integral part, or to thereafter make use of a sign without having first secured a sign permit from the city, except as otherwise provided in this article.

b. Unless earlier revoked, a wall sign permit to construct, erect or place a wall sign is valid for 180 days from the date of issuance.

(Ord. No. 2016-19, § 25, 8-15-2016)

Sec. 30-64. Window and door signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. for window and door signs, the effective area includes the entire area enclosing the extreme limits of the sign display, excluding any adjacent parts of the sign structure (see Figure 30-64).

(2) *Height.* The height of a window and door sign is measured between the lowest and highest vertical extremes of the sign display.

(3) *Width.* The width of a window and door sign is measured between the right-most and left-most horizontal extremes of the sign display.

(4) *Illustration.*

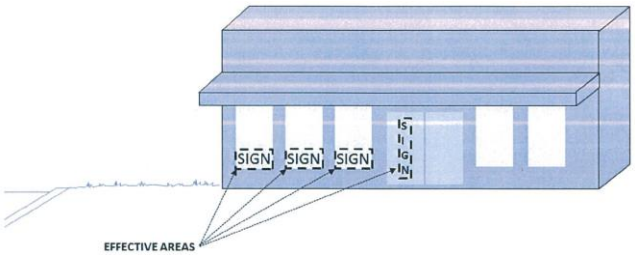


Figure 30-64

(b) *Sign requirements and regulations.*

(1) *Size.* The total area of window and door signs shall not exceed 25 percent of the total window and door area of the building elevation identified for placement of the sign.

(2) *Location.* window and door signs are limited to the ground floor of a building. Window and door signs must be affixed to the interior face of the window surface. signs affixed to the exterior face of a window or door are wall signs.

(3) *Materials.* Window and door signs include any material painted, etched, or affixed to the interior side of a window or door. Window and door signs include electronic and illuminated signs hanging within the interior space and viewable from the public street through the window or door.

(4) *Permits.* A sign permit is not required for the placement or use of window and door signs.

(Ord. No. 2016-19, § 26, 8-15-2016)

Sec. 30-65. Stake signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For stake signs, the effective area includes the entire structure on which signs are placed or mounted (see Figure 30-65).

(2) *Setback.* The setback is measured perpendicularly from the curbline to the closest point of the sign.

(3) *Height.* The height of a sign is measured from the natural ground level at the base of the sign to the highest point of the sign.

(4) *Width.* The width of a sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(5) *Illustrations.*

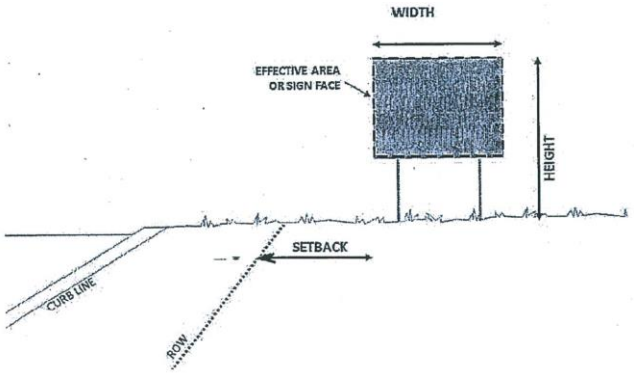


Figure 30-65

(b) *Sign requirements and regulations.*

(1) *Size.* A stake sign may not have an effective area in excess of nine square feet or a height in excess of four feet.

(2) *Location.* A stake sign may not be located within the right-of-way of a public street or within a railroad right-of-way and a minimum of 20 feet from the curbline. A stake sign may not be located on State Highway 288 frontage.

(3) *Materials.* Stake signs may include materials such as wood or metal stakes with a wood, plastic or metal sign face.

(4) *Number.* No more than two stake signs are allowed on a nonresidential property at any time. Stake signs may not be located within 25 feet of another sign on the same premises or on an adjacent premises. However, every property is allowed at least one stake sign.

(5) *Permit.* A sign permit is not required for the placement or use of a stake sign. A stake sign that advertises a particular event or happening must be removed within three days after the conclusion of the event by the owner of the premises on which it is located.

(Ord. No. 2016-19, § 27, 8-15-2016)

Sec. 30-66. Wind device signs.

(a) *Manner of measurement.*

(1) *Size.* The size of a sign is determined by its effective area. For wind device signs, the effective area includes the entire sign display area or sign face, excluding the structure on which signs are placed (see Figure 30-66).

(2) *Setback.* The setback is measured perpendicularly from the curbline to the closest point of the sign.

(3) *Height.* The height of a wind device sign is measured from the natural ground level below the sign to the highest point of the sign.

(4) *Width.* The width of a sign is measured along a line drawn from the outermost edges of the sign, parallel to the ground.

(5) *Illustrations.*



Figure 30-66

(b) *Banner signs.* Banner signs are a type of wind device sign and include pennant signs. The following regulations apply to banner signs:

(1) *Size.* A banner sign may not project above the roofline or parapet walls of a building. Banner signs may not extend to a greater height than the maximum height of the building on the premises. Banner signs on vacant premises may not exceed ten feet in height.

(2) *Location.* Banner signs may not extend beyond the property lines of the premises where located or over any public highway, street or sidewalk.

(3) *Materials.* A banner sign must be constructed of weather-resistant materials, be unlighted, and may not be an illuminated sign or electronic sign.

(4) *Permit.*

a. It is unlawful for any person to place, erect or make use of a banner sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises.

b. A permit to make use of one or more wind device signs on a premises devoted to a nonresidential use may not exceed a period of use of 28 consecutive days in one calendar year or two periods of use in 14 consecutive days in on calendar year.

(c) *Balloon signs.* Balloon signs are a type of wind device sign and the following regulations apply:

(1) *Size.* A balloon sign may not project above the roofline or parapet walls of a building. Balloon signs may not exceed or be a greater height than the maximum height of the building on the premises. Balloon signs on vacant properties may not exceed ten feet in height.

(2) *Location.* Balloon signs may not extend beyond the property lines of the premises where located, or over any public highway, street or sidewalk.

(3) *Permit.*

a. It is unlawful for any person to place, erect or make use of a balloon sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises.

b. A permit to make use of one or more balloon signs on a premises devoted to a nonresidential use may not exceed a period of use of 28 consecutive days in one calendar year or two periods of use of 14 consecutive days in one calendar year.

c. A permit is not required for up to three balloon signs less than 24 inches in diameter displayed for less than three days.

(Ord. No. 2016-19, § 28, 8-15-2016)

Sec. 30-67. Flags and flagpoles.

(a) *Flags.*

(1) *Location; applicability.* A flag sign may be located in any zoning district or use. Governmental flag signs only include: the flag of the United States of America, the flag of the state, any flag of a governmental entity, foreign or domestic, or an official or replica flag of any branch of the United States Armed Forces.

(2) *Manner of measurement.*

a. *Size.*

1. *In a nonresidential district or use.* A flag's effective area may not exceed 60 square feet. No portion of a flag shall encroach in a minimum seven-foot-high area above the ground when displayed at the half-mast location.

2. *In a residential district or use.* A flag's effective area may not exceed 40 square feet. No portion of a flag shall encroach in a minimum seven-foot-high area above the ground when displayed at the half-mast location.

b. *Type in a nonresidential district or use.* Flag signs in nonresidential zoning districts or uses may only consist of governmental flag signs or flag signs containing commercial messages which may only consist of registered or unregistered logos, trademarks, or service marks and must be located on the premises of the businesses or commercial enterprises which the signs advertise.

c. *Display in a nonresidential district or use.* All flag signs located in nonresidential zoning districts or use shall be displayed in accordance with the rules of etiquette for the display of United States of America flags contained in the United States Flag Code (4 USC 1 et seq.), including specific rules for the flag of the United States to be displayed in accordance with 4 USC 5 through 10. The state flag shall be displayed in accordance with V.T.C.A., Government Code ch. 3100. Flag signs shall not be displayed on or from roofs.

d. *Number.*

1. *In a nonresidential district or use.* No more than one flag sign per flagpole.

2. *In a residential district or use.* No more than two flag signs per flagpole.

(b) *Flagpoles.*

(1) *Height.*

a. *In a nonresidential district or use.* Freestanding flagpoles shall be no more than 50 feet in height. The lowest component of a flag sign on a flagpole shall be a minimum of seven feet above the ground when measured at ground level at the half-mast location.

b. *In a residential district or use.* Freestanding flagpoles shall be no more than 25 feet in height. The lowest component of a flag sign on a flagpole shall be a minimum of seven feet above the ground when measured at ground level at the half-mast location.

(2) *Location.*

a. A flagpole may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle as identified in this Code and is set back a minimum of ten feet from the curb.

b. Flagpoles mounted on the walls of buildings shall not extend more than ten feet above the wall on which they are mounted and shall be no more than 35 feet in height.

c. The display of a flag, or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setbacks of record. Flagpoles shall not be mounted on roofs.

(3) *Construction.* Flagpoles shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the primary structure and permanently mounted.

(4) *Number.*

a. The maximum number of individual flag poles allowed within single-family residential zones or single-family residential use area is three per lot or contiguous tract of land.

b. The maximum number of individual flag poles allowed within non-single-family residential zones or non-single-family residential use area is three per contiguous tract of land.

(5) *Permits.* It is unlawful for any person to place, erect or make use of flagpoles on a premises located in a nonresidential zone or use without first securing a sign permit from the city. For buildings leased to multiple tenants, the permit applies to each leased premises. Flags mounted to a permitted flagpole do not require a permit. No permit is required for flagpoles located in a residential district or use.

(Ord. No. 2016-19, § 1, 8-15-2016)

Sec. 30-68. Electronic signs.

(a) *Permitted sign type; criteria.* Electronic signs, as defined herein, are only allowed as freestanding monument (on-premises use only) signs and do not qualify for any other sign type, using the following criteria:

(1) *Size in a nonresidential district or nonresidential use (including vacant use).* The electronic portion of a freestanding monument sign may not exceed two-thirds of the total effective area and in no case may exceed the total effective area as allowed for monument signs.

(2) *Location.* An electronic sign may be placed adjacent to the public right-of-way, but not within the public right-of-way, provided it does not encroach on the sight visibility triangle as identified in other ordinances and is setback a minimum of 20 feet from the curb.

(3) *Maintenance.* Electronic sign lighting must be maintained. When more than one-fourth of the total electronic sign area is not properly functioning, the entire electronic sign must be turned off until the electronic sign can be repaired.

(4) *Number in a nonresidential district or nonresidential use.* The total number of allowed monument signs with an electronic sign component is the same as the total number of monument signs allowed.

(5) *Illumination level.* No automatic changeable copy sign shall exceed a brightness level of 0.3 footcandle above ambient light as measured using a footcandle (Lux) meter at a pre-set distance in accordance with the following procedure:

a. At least 30 minutes past sunset, record the ambient light while the sign is off or displaying all black copy, or with the sign's illumination blocked.

b. The light meter shall be held five feet above the finished grade in front of the sign.

c. The meter shall be aimed toward the center of the automatic changeable copy sign.

d. From the same location, a second reading shall be recorded while the sign is on and not blocked.

(6) *Compliance.* If the difference between the measurements is 0.3 footcandle or less, the brightness is properly adjusted; otherwise, the brightness must be adjusted to comply with the brightness adjustment standard set forth above.

(7) *Measuring.* The measurement distance shall be determined as shown in Table 30-68, which is derived and generalized from the formula shown for 180 square feet in the table; (the square root of) (the automatic changeable copy area times 100):

Table 30-68. Distances from Which to Measure the Brightness of On-Premises Automatic Changeable Copy Graphics

Area of Automatic Changeable Copy in Square Feet	*Measurement Distance in Linear Feet*
10	32
20	45
30	55
40	63
50	71
60	77
70	84
80	89
90	95
100	100
120	110
140	118
160	126
180*	134
200	141
220	148
240	155
260	161
280	167
300	173
350	187
400	200
450	212
500	224

550	234
600	245
650 and greater	254

*180 x 100 = 18,000; √18,000 = 134

(8) *Image timing.* The electronic image on an electronic sign must remain constant for a minimum time period of 15 seconds at those locations that do not have frontage on State Highway 288 or State Highway 6 and a minimum time period of seven seconds for those locations that have frontage on State Highway 288 or State Highway 6.

(b) *Permit.* It is unlawful for any person to place, erect or make use of an electronic sign on a premises devoted to a nonresidential use without having first secured a sign permit from the city. For locations leased to multiple tenants, the permit applies to each leased premises. Electronic signs are not allowed in residential districts and are not allowed on a premises either vacant or containing a residential use.

(Ord. No. 2016-19, § 30, 8-15-2016)

Sec. 30-69. Abandoned on-premises signs.

(a) Except as otherwise provided in this article, an on-premises sign must be removed on the first anniversary of the date the business, person, entity, organization, or other matter advertised or identified in the sign ceases to operate or be located on the premises where the sign is located.

(b) Except as otherwise provided in this article, if the premises containing an on-premises sign are leased, then the sign must be removed on the second anniversary after the date the most recent tenant ceases to operate on the premises.

(c) This section also applies to nonconforming signs. A nonconforming sign that is required to be removed under this section loses its nonconforming status.

(Ord. No. 2016-19, § 31, 8-15-2016)

Sec. 30-70. All signs; building codes and other laws.

Except as otherwise provided herein for nonconforming signs, each sign of any type shall comply with all applicable building codes and other applicable ordinances and laws of any nature. The building official or his assigns shall be designated as the person responsible for interpretation and execution of all regulations contained in this article.

(Ord. No. 2016-19, § 32, 8-15-2016)

Secs. 30-71—30-98. Reserved.

ADICO
CONSULTING ENGINEERS

SH 288 Major Sign Amendment – Council Summary

Purpose

The amendment adds a new freestanding sign type, the **major sign**, so that large nonresidential properties on SH 288 can have one taller, larger sign. A major sign may be up to **35 feet tall with 200 square feet of sign face**.

Today the largest sign allowed on SH 288 is a monument sign of 96 square feet and 8 feet tall. A tract with enough frontage can instead choose one 120-square-foot, 10-foot monument sign. Those limits are small for signs meant to be read from a high-speed, partly elevated freeway. The amendment limits major signs to large sites and spaces them at least 1,000 feet apart so the corridor does not become cluttered.

Summary of changes

The amendment changes three places in Chapter 30, Article III. No existing sign standard is reduced.

Section	Change
Sec. 30-61(1)	Adds major signs as a fourth allowed type of freestanding sign. The other types are relettered.
Sec. 30-62(a)(1)c (new)	Sets how major sign area is measured: the sign face only, not the base or pole. Any lettering or logos on the base count toward the area. Two back-to-back faces count as one.
Sec. 30-62(e) (new)	Adds the major sign standards: who qualifies, size, height, number, spacing, setbacks, design, content and permit requirements.

Major sign standards at a glance

Standard	Proposed major sign	Current SH 288 monument sign
Where allowed	Nonresidential zoning or use with SH 288 frontage, including the ETJ	Same
Site size	At least 20 acres, **or** a building over 10,000 sq ft (built or permitted)	No minimum
Frontage	More than 500 ft of SH 288 frontage	No minimum
Number	1 sign, plus 1 more for each additional 1,000 ft of frontage	1 for the first 250 ft, plus 1 per additional 500 ft
Maximum sign area	200 sq ft (sign face only)	96 sq ft (whole structure)
Maximum height	35 ft	8 ft
Spacing between major signs	1,000 ft minimum, same or different property	Not applicable
Spacing from other freestanding signs	125 ft on same property; 50 ft on another property	Same
Distance from SH 288	Within 100 ft of the SH 288 right-of-way	No limit

Standard	Proposed major sign	Current SH 288 monument sign
Distance from residential	At least 300 ft	No limit
Setback from property lines	10 ft	0 ft
Design	Pole fully enclosed in a clad base at least 40% of sign width; no exposed poles or guy wires; shielded lighting	Solid masonry, metal, wood or plastic base
Electronic message display	Not allowed	Allowed under Sec. 30-68
Content	On-premises only; may list multiple businesses on the same property	On-premises only
Permit	Site plan plus structural and foundation plans sealed by a Texas P.E.	Standard sign permit

Three more rules apply. Each major sign counts as one of the property's allowed monument signs, and a property with a major sign cannot also use the existing 120 sq ft / 10 ft monument option. Lots in one platted development, or under a recorded common signage agreement approved by the city, are treated as one property for size, frontage and sign count. When two applicants want signs closer than 1,000 ft apart, the first complete permit application has priority.

Policy items for Council consideration

The core proposal is the 200 sq ft size, 35 ft height, 1,000 ft spacing, 500 ft frontage and 20-acre or 10,000 sq ft building threshold. The items below are drafting choices Council may want to confirm or adjust.

1. **Site size threshold.** 20 acres or a building over 10,000 sq ft limits major signs to larger developments. A lower threshold would open the sign type to more sites.
2. **Combined developments.** Lots in one platted development can pool acreage and frontage. This lets a shopping center qualify as a whole. Removing it would require each lot to qualify on its own.
3. **Competing neighbors.** Two adjoining tracts with 600 ft of frontage each would both qualify. The 1,000 ft spacing will often let only one build, decided by who files first.
4. **Monument allowance on smaller tracts.** Because a major sign counts as a monument sign, a tract with 501 to 749 ft of frontage would get a major sign or a monument sign, not both.
5. **Electronic message displays.** Major signs may not include them. Allowing them would also need a change to Sec. 30-68.
6. **Standards beyond size and spacing.** The 300 ft residential distance, 100 ft from SH 288, 10 ft setback and 40% base width can each be adjusted.
7. **ETJ.** Major signs are allowed on qualifying ETJ property. This matches how the existing monument rules already apply in the ETJ.

Recommended action

Adopt the amendment to Chapter 30, Article III by ordinance, with any changes Council directs on the policy items above. The full redline of Chapter 30, Article III is attached with this summary.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING CHAPTER 30, "SIGNS," ARTICLE III, "REGULATIONS," OF THE IOWA COLONY CITY CODE; PROVIDING FOR THE CLASSIFICATION, MEASUREMENT, LOCATION, DESIGN, AND PERMITTING OF MAJOR SIGNS ON PROPERTY WITH STATE HIGHWAY 288 FRONTAGE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council finds that reasonable regulations governing the location, size, construction, and design of freestanding signs promote public health, safety, and welfare; and

WHEREAS, the City Council desires to establish standards for major on-premises signs along State Highway 288, as set forth herein;

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

SECTION 1. That Chapter 30, "Signs," Article III, "Regulations," Section 30-61(1), "Freestanding signs," of the Iowa Colony City Code is hereby amended to read as follows:

For purposes of applying these regulations, all signs are defined and classified as follows:

(1) Freestanding signs. This article allows only the following four types of freestanding signs and, regardless of any other provision, all other freestanding signs are hereby prohibited:

a. Monument signs;
b. Major signs, where allowed by Section 30-62(e) on property with State Highway 288 frontage;
c. Temporary freestanding signs (not including temporary freestanding special activity signs); and
d. Temporary freestanding special activity signs.

SECTION 2. Section 30-62(a)(1) is hereby amended by adding subsection c. to read as follows:

c. Major signs are measured by the length and height of the sign face or display area only, not including the base or support structure, provided the base and support structure contain no lettering, logos, symbols, or other display. Any lettering, logo, symbol, or other display placed on the base or support structure is included in the effective area. Where a major sign has two sign faces placed back-to-back, parallel, and not more than 24 inches apart, only one sign face is counted.

SECTION 3. That Section 30-62 is hereby amended by adding subsection (e), "Major signs," to read as follows:

(e) Major signs. Except as otherwise provided in this section, major signs must comply with the following requirements:

(1) Applicability. A major sign is a freestanding, on-premises sign that exceeds the maximum effective area or maximum height allowed for a monument sign under Table 30-62. Major signs are allowed only on real property located in a nonresidential zoning district, or devoted to a nonresidential use, that has frontage on State Highway 288, including such property located in the city's extraterritorial jurisdiction. Major signs are prohibited on all other property.

(2) Eligibility. In addition to the frontage requirement of subsection (e)(1) of this section, a major sign is allowed only on a premises that meets at least one of the following conditions:

a. The premises contains a minimum of 20 acres; or

b. The premises contains at least one building having a gross floor area greater than 10,000 square feet, which building is either existing or the subject of an issued building permit. A major sign permit may not be issued for a premises qualifying only under this item until a building permit for that building has been issued, and the major sign may not be erected until construction of the building has commenced.

(3) Size. A major sign may not exceed a maximum effective area of 200 square feet, measured as provided in subsection (a)(1)c of this section.

(4) Height. A major sign may not exceed a maximum height of 35 feet, measured as provided in subsection (a)(3) of this section.

(5) Number and spacing. Major signs must comply with the following requirements:

a. One major sign is allowed on a premises having more than 500 feet of State Highway 288 frontage, plus one additional major sign for each additional 1,000 feet of State Highway 288 frontage. A premises with 500 feet or less of State Highway 288 frontage is not eligible for a major sign. Major signs remain subject to the spacing requirement of subsection (e)(5)b of this section.

b. A major sign may not be located within 1,000 feet of another major sign, whether on the same premises or on another premises, measured in a straight line between the closest points of the two signs. Where two proposed major signs would conflict with this requirement, the sign for which a complete permit application was first filed with the city has priority.

c. A major sign may not be located within 125 feet of another freestanding sign on the same premises or within 50 feet of another freestanding sign on another premises.

d. A major sign must be located within 100 feet of the State Highway 288 right-of-way line and must be oriented to be viewed from State Highway 288.

e. A major sign may not be located within 300 feet of a residential zoning district or residential use.

f. A major sign may not be placed or located within the public right-of-way or within a visibility triangle, and no part of a major sign may project over a property line.

(6) Setback. A major sign must be set back a minimum of ten feet from all property lines.

(7) Materials and design. The support structure of a major sign must be fully enclosed within a pylon or base clad in masonry, stone, stucco, or architectural metal compatible with the principal building on the premises. The width of the pylon or base may not be less than 40 percent of the width of the sign face. Exposed poles, exposed structural steel, and guy wires are prohibited. Illumination must be internal or by shielded external fixtures directed so that light does not spill onto adjacent property or the traveled way. Electronic signs as regulated by Section 30-68 are not allowed as part of a major sign.

(8) Content. A major sign shall not contain off-premises advertising. A major sign may identify multiple businesses located on the same premises. For purposes of this subsection, including the eligibility conditions of subsection (e)(2) and the frontage requirements of subsection (e)(5), all lots within a unified nonresidential development shown on a single recorded plat, or subject to a recorded common signage agreement approved by the city, are considered one premises.

(9) Relationship to monument signs. Each major sign counts as one of the monument signs allowed on the premises under Table 30-62. A premises with a major sign may not use the size exception in subsection (b)(6)a of this section.

(10) Permit. The permit requirements of subsection (b)(5) of this section apply to major signs. In addition, an application for a major sign permit must include:

a. A site plan showing the State Highway 288 frontage of the premises; the proposed sign location and setbacks; and the location of all existing and permitted major signs, freestanding signs, and residential zoning districts or uses within 1,000 feet of the proposed sign; and

b. Structural and foundation plans signed and sealed by a professional engineer licensed in the State of Texas, demonstrating compliance with the wind load requirements of the building code adopted by the city.

SECTION 4. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 5. That all provisions of the City's Sign Ordinance not expressly amended by this ordinance shall remain in full force and effect.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

SECTION 7. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting

was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 16TH DAY OF NOVEMBER 2026.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____ 2026.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

HOUSTON-GALVESTON AREA COUNCIL
SERVING TODAY ▪ PLANNING FOR TOMORROW

To: Mayor Wil Kennedy, City of Iowa Colony
Subject: 2027 General Assembly Designations
From: Rick Guerrero
Date: October 19, 2026

The Houston-Galveston Area Council has had an exciting and eventful 2026. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. As we look forward to 2027, we ask that you continue contributing to our regional discussion by appointing elected representatives from your city to represent you and be a part of our decision-making process.

Enclosed is the designation form for your representative and alternate to the General Assembly. Please submit the completed form before November 16th, 2026, to HGACMembership@h-gac.com. The individuals designated to the General Assembly will also receive details about our upcoming caucuses on December 4th. We highly encourage them to attend to participate in the election of the Home Rule Cities representative to the H-GAC Board of Directors.

If you have any questions or need assistance, feel free to contact us at any time. Thank you for your continued participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,

Rick Guerrero
Chief Outreach and Government Affairs Officer
Houston-Galveston Area Council

DESIGNATION OF REPRESENTATIVES

HOUSTON-GALVESTON AREA COUNCIL

2027 GENERAL ASSEMBLY AND BOARD OF DIRECTORS

HOME RULE CITY

WHEREAS, the Houston-Galveston Area Council is the voluntary association of local governments for Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton counties comprising the Gulf Coast State Planning Region designated by the Governor of Texas; and

WHEREAS, membership in the Houston-Galveston Area Council shall be voluntary. Any County, City, or Independent School District located in whole or in part within the Gulf Coast State Planning Region may become a member by appropriate action of its governing body, and payment of dues; and

WHEREAS, Article III of the Houston-Galveston Area Council bylaws state that the General Assembly shall consist of delegates from all member governmental entities of the Council; and

WHEREAS, all members of the General Assembly shall be elected officials of the Commissioner's Court, City Council, or Independent School District Board of Trustees which they represent; and

WHEREAS, each member city with a population not in excess of 99,999 according to the most recent Federal Census shall select one (1) member of its governing body as its representative and one (1) member of its governing body as an alternate to the General Assembly; and

WHEREAS, in the event that a representative becomes ineligible to serve or resigns, the representative's duly appointed alternate shall assume the duties and exercise the powers of that representative. In the event that a representative is unable to attend a meeting, the representative's duly appointed alternate shall assume the duties and exercise the powers of that representative for that meeting.

BE IT RESOLVED, by the City of _____ that the following be and are hereby designated as the representative and alternate of the GENERAL ASSEMBLY AND BOARD OF DIRECTORS of the Houston-Galveston Area Council for the year 2027:

REPRESENTATIVE: _____

ALTERNATE: _____

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING ORDINANCE NO. 2025-12, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AMENDING THE YEAR-END BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS AND TRANSFERS OF CERTAIN FUNDS AS SET FORTH AS ATTACHED HERETO; AND OTHER RELATED PROVISIONS

WHEREAS, the City Council of the City of Iowa Colony, Texas (the "City"), adopted Ordinance No. 2025-12, approving the annual budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, additional adjustments are required by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the City Council finds that the proposed budget amendments are in the best interest of the City and its residents;

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

SECTION 1. That the foregoing recitals are true and correct and are incorporated into this Ordinance for all purposes.

SECTION 2. That Ordinance No. 2025-12, adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby amended to provide for reallocations and corrections to departmental line items as described herein.

SECTION 3. That the City Manager or designee is hereby authorized and directed to make the necessary adjustments to the City's financial records to implement the budget amendments approved herein, in accordance with applicable law and the City's financial policies.

SECTION 4. That the City Secretary shall retain this Ordinance and the budget amendments attached hereto as Exhibit "A" in the City's official records and shall make them available for public inspection as required by applicable law.

SECTION 5. That except as expressly amended herein, all provisions of Ordinance No. 2025-12 shall remain in full force and effect.

SECTION 6. That if any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 7. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Chapter 551 of the Texas Government Code, and that advance public notice of the time, place, and purpose of said meeting was given.

SECTION 8. That this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THE 19TH DAY OF OCTOBER 2026.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF NOVEMBER 2026.

_____
WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
10 - GENERAL					
10-10-5101	SALARIES - FULL TIME	$751,000.00	($70,000.00)	$681,000.00	$650,933.48
10-10-5108	INSURANCE BENEFITS	$100,000.00	($17,500.00)	$82,500.00	$69,583.71
10-10-5112	457 (b) REIMBURSEMENT	$0.00	$11,000.00	$11,000.00	$9,134.63
10-10-5201	LEGAL SERVICES	$40,000.00	$23,000.00	$63,000.00	$57,490.53
10-10-5206	PROFESSIONAL SERVICES	$165,000.00	($90,000.00)	$75,000.00	$41,793.04
10-10-5213	LEGAL NOTICES EXPENSE	$5,000.00	$1,000.00	$6,000.00	$5,900.36
10-10-5215	BCAD FEES	$40,000.00	$40,000.00	$80,000.00	$72,919.25
10-10-5223	TRAVEL/TRAINING	$50,000.00	($10,000.00)	$40,000.00	$23,415.87
10-10-5224	DUES/SUBSCRIPTIONS	$30,000.00	$50,000.00	$80,000.00	$73,946.53
10-10-5225	SEMINARS/MEETINGS	$30,000.00	$6,000.00	$36,000.00	$35,549.56
10-10-5302	JANITORIAL SUPPLIES	$3,000.00	$1,000.00	$4,000.00	$3,620.61
10-10-5311	REPAIR/MAINTENANCE - BUILDINGS	$45,000.00	$40,000.00	$85,000.00	$70,074.90
10-10-5314	COMPUTER/TECHNOLOGY EQUIPMENT	$55,000.00	($30,000.00)	$25,000.00	$9,149.71
10-10-5330	MISCELLANEOUS	$35,000.00	($20,000.00)	$15,000.00	$0.00
10-10-5401	UTILITIES - ELECTRICITY	$50,000.00	$10,000.00	$60,000.00	$55,729.22
10-10-5406	INSURANCE - WINDSTORM	$25,000.00	$55,000.00	$80,000.00	$76,020.17
10-10-5412	UTILITIES - NATURAL GAS	$1,500.00	$500.00	$2,000.00	$1,833.85
10-15-5101	SALARIES - FULL TIME	$280,000.00	($4,200.00)	$275,800.00	$224,109.52
10-15-5104	SALARIES - OVERTIME	$8,000.00	$3,500.00	$11,500.00	$10,643.31
10-15-5115	LONGEVITY PAY	$0.00	$200.00	$200.00	$120.00
10-15-5310	POSTAGE	$500.00	$500.00	$1,000.00	$780.46
10-20-5101	SALARIES - FULL TIME	$1,440,000.00	$5,000.00	$1,445,000.00	$1,443,073.78
10-20-5109	WORKERS' COMP	$84,000.00	($29,000.00)	$55,000.00	$39,971.89
10-20-5231	RECRUITING AND HIRING	$3,000.00	$1,000.00	$4,000.00	$3,880.00
10-20-5301	OFFICE SUPPLIES	$3,000.00	$500.00	$3,500.00	$3,316.98
10-20-5309	UNIFORMS/APPAREL	$8,000.00	$250.00	$8,250.00	$8,151.77
10-20-5311	REPAIR/MAINTENANCE - BUILDINGS	$0.00	$500.00	$500.00	$211.22
10-20-5313	FUEL EXPENSE	$50,000.00	$11,000.00	$61,000.00	$59,699.18

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
10-20-5315	COMPUTER SOFTWARE/LICENSING	$500.00	$1,250.00	$1,750.00	$1,359.41
10-20-5317	EQUIPMENT RENTALS	$25,000.00	$4,500.00	$29,500.00	$28,432.07
10-20-5328	MINOR TOOLS/EQUIPMENT	$40,000.00	$750.00	$40,750.00	$40,142.38
10-20-5330	MISCELLANEOUS	$1,000.00	$500.00	$1,500.00	$1,195.39
10-20-5404	MOBILE TECHNOLOGY	$8,000.00	$750.00	$8,750.00	$8,251.75
10-20-5407	INSURANCE - VEHICLES	$15,000.00	$3,000.00	$18,000.00	$17,421.50
10-21-5101	SALARIES - FULL TIME	$90,000.00	($25,000.00)	$65,000.00	$50,682.45
10-21-5107	TMRS EXPENSE	$20,000.00	($7,500.00)	$12,500.00	$5,738.16
10-21-5115	LONGEVITY PAY	$0.00	$100.00	$100.00	$60.00
10-21-5229	CONTRACTUAL SERVICES	$10,000.00	$45,000.00	$55,000.00	$54,545.00
10-21-5328	MINOR TOOLS/EQUIPMENT	$2,000.00	$450.00	$2,450.00	$2,198.25
10-21-5407	INSURANCE - VEHICLES	$1,000.00	$450.00	$1,450.00	$1,206.00
10-21-5410	VEHICLE REPLACEMENT	$20,000.00	($13,500.00)	$6,500.00	$0.00
10-22-5318	VEHICLE EQUIPMENT	$0.00	$10,000.00	$10,000.00	$3,875.00
10-22-5352	EMERGENCY PREPAREDNESS	$50,000.00	($10,000.00)	$40,000.00	$0.00
10-25-5101	SALARIES - FULL TIME	$170,000.00	($100.00)	$169,900.00	$132,542.42
10-25-5115	LONGEVITY PAY	$500.00	$100.00	$600.00	$540.00
10-30-5101	SALARIES - FULL TIME	$260,000.00	($30,000.00)	$230,000.00	$208,918.01
10-30-5104	SALARIES - OVERTIME	$10,000.00	$5,000.00	$15,000.00	$13,641.91
10-30-5108	INSURANCE BENEFITS	$70,000.00	($19,000.00)	$51,000.00	$39,430.00
10-30-5117	CERTIFICATION/EDUCATION	$500.00	$500.00	$1,000.00	$602.13
10-30-5229	CONTRACTUAL SERVICES	$45,000.00	($20,500.00)	$24,500.00	$3,299.99
10-30-5316	REPAIR/MAINTENANCE - EQUIPMENT	$0.00	$500.00	$500.00	$248.00
10-30-5319	REPAIR/MAINTENANCE - VEHICLES	$5,000.00	$28,000.00	$33,000.00	$28,573.01
10-30-5321	PUBLIC WORKS MAINTENANCE	$25,000.00	$12,000.00	$37,000.00	$34,758.46
10-30-5328	MINOR TOOLS/EQUIPMENT	$6,000.00	$20,000.00	$26,000.00	$22,083.10
10-30-5404	MOBILE TECHNOLOGY	$1,000.00	$500.00	$1,500.00	$1,009.55
10-30-5405	INSURANCE - LIABILITY/PROPERTY	$0.00	$3,000.00	$3,000.00	$2,501.75

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
10-32-5217	CLEANING SERVICES	$5,000.00	$1,000.00	$6,000.00	$5,885.00
10-32-5229	CONTRACTUAL SERVICES	$125,000.00	$39,000.00	$164,000.00	$163,770.25
10-32-5301	OFFICE SUPPLIES	$2,000.00	($1,000.00)	$1,000.00	$134.19
10-32-5317	EQUIPMENT RENTALS	$2,000.00	($1,000.00)	$1,000.00	$159.30
10-32-5323	PARK IMPROVEMENTS	$10,000.00	($9,000.00)	$1,000.00	$0.00
10-32-5324	PARK MAINTENANCE	$83,500.00	($29,000.00)	$54,500.00	$50,775.00
10-35-5101	SALARIES - FULL TIME	$180,000.00	($74,000.00)	$106,000.00	$93,395.24
10-35-5107	TMRS EXPENSE	$30,000.00	($10,000.00)	$20,000.00	$10,079.06
10-35-5206	PROFESSIONAL SERVICES	$25,000.00	($10,000.00)	$15,000.00	$4,879.39
10-35-5208	ENGINEERING SERVICES	$75,000.00	$4,000.00	$79,000.00	$78,185.05
10-35-5232	EARLY PLAT - ADMIN FEE	$250,000.00	($205,000.00)	$45,000.00	$34,358.25
10-35-5233	PERMITS/INSPECTIONS - ENG SVC	$350,000.00	$250,000.00	$600,000.00	$594,193.91
10-35-5234	PLAN REVIEWS - ENG SVC	$150,000.00	$95,000.00	$245,000.00	$243,878.67
10-35-5235	PLATTING - ENG SVC	$150,000.00	($40,000.00)	$110,000.00	$105,450.00
10-35-5315	COMPUTER SOFTWARE/LICENSE	$30,000.00	($10,000.00)	$20,000.00	$15,269.99
10-35-5411	TIRZ/MUD PAYMENTS	$4,015,380.86	$400,000.00	$4,415,380.86	$4,414,144.10
10-36-5101	SALARIES - FULL TIME	$110,000.00	$10,000.00	$120,000.00	$110,783.34
10-36-5107	TMRS EXPENSE	$20,000.00	($3,300.00)	$16,700.00	$12,152.64
10-36-5115	LONGEVITY PAY	$200.00	$100.00	$300.00	$240.00
10-36-5207	BUILDING INSPECTOR SERVICES	$400,000.00	($8,000.00)	$392,000.00	$386,022.50
10-36-5303	PUBLIC EDUCATION/TRAINING	$3,000.00	$200.00	$3,200.00	$3,078.05
10-36-5407	INSURANCE - VEHICLES	$1,000.00	$1,000.00	$2,000.00	$1,631.50
10-90-5610	LAND - CIP	$250,000.00	($175,000.00)	$75,000.00	$0.00
10-90-5640	CAPITAL ASSETS	$0.00	$200,000.00	$200,000.00	$195,364.25
10-90-5660	CONTINGENCY/RESERVE	$461,131.69	($310,000.00)	$151,131.69	$45,100.00
10-3002	FUND BALANCE ASSIGNED	$1,190,518.57	($115,000.00)	$1,075,518.57	$0.00
	FUND TOTALS	**$12,096,231.12**	**$0.00**	**$12,096,231.12**	**$10,323,238.90**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
11 - RETAINER					
11-4938	INTEREST INCOME	($60,000.00)	($1,500.00)	($61,500.00)	($64,399.62)
11-10-5206	PROFESSIONAL SERVICES	$0.00	$1,500.00	$1,500.00	$1,050.00
	FUND TOTALS	**($60,000.00)**	**$0.00**	**($60,000.00)**	**($63,349.62)**
20 - CCPD					
20-20-5101	SALARIES - FULL TIME	$50,000.00	$6,000.00	$56,000.00	$54,886.48
20-20-5104	SALARIES - OVERTIME	$0.00	$3,500.00	$3,500.00	$2,626.92
20-20-5115	LONGEVITY PAY	$0.00	$100.00	$100.00	$60.00
20-20-5117	CERTIFICATION/EDUCATION	$1,500.00	$500.00	$2,000.00	$1,806.90
20-20-5223	PROFESSIONAL DEVELOPMENT	$25,000.00	$1,000.00	$26,000.00	$25,300.23
20-20-5316	REPAIR/MAINTENANCE - EQUIPMENT	$500.00	$100.00	$600.00	$512.51
20-20-5317	EQUIPMENT RENTALS	$110,000.00	($11,200.00)	$98,800.00	$89,601.49
	FUND TOTALS	**$187,000.00**	**$0.00**	**$187,000.00**	**$174,794.53**
21 - SEIZURE					
21-4215	ASSET FORFEITURE	$0.00	($1,600.00)	($1,600.00)	$0.00
21-20-5307	INVESTIGATION SUPPLIES	$0.00	$1,600.00	$1,600.00	$1,585.50
	FUND TOTALS	**$0.00**	**$0.00**	**$0.00**	**$1,585.50**
30 - DEBT SVC					
30-10-5504	AGENT FEES	$1,000.00	$1,000.00	$2,000.00	$1,500.00
30-10-5520	DEBT ADJUSTMENT - TIRZ	$1,306,560.19	($1,000.00)	$1,305,560.19	$0.00
	FUND TOTALS	**$1,307,560.19**	**$0.00**	**$1,307,560.19**	**$1,500.00**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
35 - CIP					
35-4803	GRANT - GLO	($18,000.00)	($90,000.00)	($108,000.00)	($105,000.00)
35-4806	TWDB PAYMENTS	$0.00	($135,000.00)	($135,000.00)	$0.00
35-10-5206	PROFESSIONAL SERVICES	$30,000.00	$175,000.00	$205,000.00	$189,900.00
35-10-5334	LABORATORY EXPENSE	$0.00	$50,000.00	$50,000.00	$45,225.00
	FUND TOTALS	**$12,000.00**	**$0.00**	**$12,000.00**	**$130,125.00**
36 - GRANTS					
36-4803	GRANT - STATE AND FEDERAL	($125,000.00)	($22,500.00)	($147,500.00)	($78,542.24)
36-20-5101	SALARIES - FULL TIME	$120,000.00	$12,500.00	$132,500.00	$131,586.65
36-20-5104	SALARIES - OVERTIME	$3,000.00	$7,000.00	$10,000.00	$8,445.96
36-20-5106	FICA EXPENSE	$10,000.00	$300.00	$10,300.00	$10,167.72
36-20-5109	WORKERS' COMP	$8,000.00	($8,000.00)	$0.00	$0.00
36-20-5117	CERTIFICATION/EDUCATION	$0.00	$700.00	$700.00	$461.52
36-20-5223	TRAVEL/TRAINING	$1,000.00	$3,000.00	$4,000.00	$3,470.00
36-20-5309	RR BODY ARMOR/UNIFORMS	$0.00	$7,000.00	$7,000.00	$6,077.99
	FUND TOTALS	**$17,000.00**	**$0.00**	**$17,000.00**	**$81,667.60**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
60 - UTILITY					
60-60-5208	ENGINEERING SERVICES	$325,000.00	($300,000.00)	$25,000.00	($98,841.46)
60-60-5211	BANK FEES	$1,000.00	$500.00	$1,500.00	$1,181.91
60-60-5229	CONTRACTUAL SERVICES	$2,810,200.00	($2,400,000.00)	$410,200.00	$268,185.81
60-60-5242	SLUDGE HAULING	$300,000.00	($150,000.00)	$150,000.00	$56,070.70
60-60-5301	OFFICE SUPPLIES	$50,000.00	$18,000.00	$68,000.00	$66,477.00
60-60-5336	OPERATOR FEES	$0.00	$1,000,000.00	$1,000,000.00	$970,594.11
60-60-5337	WATER INSPECTIONS	$0.00	$300,000.00	$300,000.00	$265,716.58
60-60-5338	WATER TAP CONNECTIONS	$0.00	$500,000.00	$500,000.00	$450,554.33
60-60-5339	MAINTENANCE/REPAIRS - ROUTINE	$0.00	$1,800,000.00	$1,800,000.00	$1,751,878.69
60-60-5340	WATER TRANSFER FEES	$0.00	$60,000.00	$60,000.00	$57,440.11
60-60-5341	PLAN REVIEW SI ENV	$0.00	$3,000.00	$3,000.00	$2,000.00
60-60-5414	SOLID WASTE COLLECTION	$2,000,000.00	($500,000.00)	$1,500,000.00	$1,366,007.59
60-60-5416	SOLID WASTE ADMIN FEE	$0.00	$100,000.00	$100,000.00	$83,571.54
60-60-5661	CAPITAL PROJECTS FUND	$550,000.00	($431,500.00)	$118,500.00	$0.00
	FUND TOTALS	**$6,036,200.00**	**$0.00**	**$6,036,200.00**	**$5,240,836.91**
61 - UTILITY CIP					
61-50-5530	FINANCING METERS - INTEREST	$0.00	$300,000.00	$300,000.00	$268,765.89
61-50-5706	TRANSFER TO OPERATING FUND	$670,000.00	($300,000.00)	$370,000.00	$0.00
	FUND TOTALS	**$670,000.00**	**$0.00**	**$670,000.00**	**$268,765.89**
62 - SERIES 2025					
62-4935	BOND ISSUE PROCEEDS	$0.00	($3,500,000.00)	($3,500,000.00)	($27,130,000.00)
62-60-5208	ENGINEERING SERVICES	$0.00	$2,500,000.00	$2,500,000.00	$2,082,610.16
62-60-5510	BOND ISSUANCE COST	$0.00	$1,000,000.00	$1,000,000.00	$819,500.51
	FUND TOTALS	**$0.00**	**$0.00**	**$0.00**	**($24,227,889.33)**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
63 - NW WWTP					
63-4940	NW WWTP ENTITY SHARE	$0.00	($750,000.00)	($750,000.00)	($14,032,198.25)
63-60-5208	ENGINEERING SERVICES	$0.00	$750,000.00	$750,000.00	$708,604.75
	FUND TOTALS	**$0.00**	**$0.00**	**$0.00**	**($13,323,593.50)**
70 - ICDA GF					
70-4111	SALES TAX - ICDA	$0.00	($102,000.00)	($102,000.00)	($59,017.33)
70-4120	PROPERTY TAX - CURRENT	($2,569,441.00)	($2,000,000.00)	($4,569,441.00)	($4,161,136.01)
70-8000	TRANSFER IN	$0.00	($706,500.00)	($706,500.00)	($479,378.40)
70-10-5201	LEGAL SERVICES	$0.00	$4,000.00	$4,000.00	$3,762.50
70-10-5202	AUDIT SERVICES	$0.00	$20,000.00	$20,000.00	$17,898.00
70-10-5236	ADMIN FEES - CITY	$0.00	$1,075,000.00	$1,075,000.00	$1,065,532.87
70-10-5330	MISCELLANEOUS	$0.00	$15,000.00	$15,000.00	$12,000.00
70-10-5700	ANNUAL DISCLOSURE	$0.00	$3,500.00	$3,500.00	$3,500.00
70-10-5701	BOOKKEEPING FEES	$10,000.00	$4,000.00	$14,000.00	$13,000.00
70-10-5705	DEBT SERVICE	$1,798,608.95	$1,375,000.00	$3,173,608.95	$3,154,620.47
70-10-5707	CITY SERVICES - POLICE	$0.00	$305,000.00	$305,000.00	$300,000.00
70-10-5710	ADMINISTRATIVE SERVICES	$5,000.00	$7,000.00	$12,000.00	$11,000.00
	FUND TOTALS	**($755,832.05)**	**$0.00**	**($755,832.05)**	**($118,217.90)**
72 - ICDA DEBT					
72-10-5330	MISCELLANEOUS	$10,890.21	$25,000.00	$35,890.21	$30,621.45
72-10-5510	BOND ISSUANCE COST	$7,822,786.79	($625,000.00)	$7,197,786.79	$0.00
72-10-5511	BOND INTEREST	$1,141,706.30	$600,000.00	$1,741,706.30	$1,684,450.06
	FUND TOTALS	**$8,975,383.30**	**$0.00**	**$8,975,383.30**	**$1,715,071.51**

CITY COUNCIL WORKSESSION MINUTES

Monday, October 19, 2026
6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 19th day of October 2026, the City Council of the City of Iowa Colony, Texas, held a worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Arnetta Murray
Councilmember Margaret Madariaga (Arrived at 6:57 P.M.)
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And none being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the worksession to order at 6:00 P.M.

CITIZEN COMMENTS
Carolyn Bowen stated that she has lived in Iowa Colony for 55 years and emphasized the need to address the existing roadway conditions along County Road 48. She explained that the high volume of traffic makes it difficult for her to safely exit her driveway. Although she has concerns about the proposed development, she is not opposed to it. She requested that traffic, drainage, and other infrastructure concerns be addressed before construction of the subdivision begins.

Rosie Flores stated that the proposed development would border her property. She expressed concerns regarding traffic along Cedar Rapids Parkway (County Road 57) and drainage. She asked whether the City would be making roadway improvements and what costs, if any, would be incurred by the City. She also questioned the vetting process for investors and developers seeking to develop within the City. She noted that the developer has experience with multifamily projects rather than single-family residential developments, which raised concerns for her. While acknowledging that growth is inevitable, she stressed the importance of taking steps to protect existing residents.

Robert Wall stated that he was proud of the zoning regulations adopted during his tenure as Mayor. However, he expressed concerns that the proposed development does not fit the character of the surrounding rural area. He noted that the property is located within a floodplain and raised concerns regarding drainage, as well as the already high volume of traffic on the surrounding roadways and the lack of traffic controls.

Carol Wall stated that her primary concern is traffic, explaining that she has difficulty backing out of h driveway due to existing traffic conditions. She recalled that the City paved a portion of the roadway from Iowa Colony Boulevard after Pursley opened and later completed paving the remaining section. She also expressed concerns regarding potential flooding associated with the proposed development.

EXECUTIVE SESSION- 6:16 P.M.

Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

1. The City's Facility Conveyance agreement with BCMUD 32 regarding the collection of capacity charges for tap installation

   The City Council reconvened in open session at 6:43 P.M.

ITEMS FOR DISCUSSION

2. Presentation and discussion regarding the Colony Retreat Planned Unit Development (PUD).

   Srihivasa Gogineni, the developer, presented a conceptual plan for a proposed single-family residential development consisting of approximately 105 acres near County Road 48. The concept plan included 40-, 50-, and 60-foot lots, common areas, parks, and lakes. He stated that the developer is willing to coordinate with the City on infrastructure planning and contribute toward infrastructure costs. He also committed to providing a traffic impact analysis and addressing recommended roadway improvements before development begins.

   Councilmember Varlack asked whether the developer would improve the roadway bordering the property. He also expressed concerns regarding drainage, noting that the property is located in a low-lying area where water from surrounding communities currently flows. He questioned how existing drainage patterns would be maintained if the property is raised during development and what measures would be taken to prevent water from backing up into neighboring communities.

   Mr. Gogineni stated that the developer is willing to improve its portion of the roadway and coordinate with the City regarding the timing of those improvements. He explained that the development would include detention to manage runoff and that drainage plans would account for water flowing onto the property from surrounding areas. He referred specific drainage questions to the project's engineer.

   Councilmember Murray emphasized the importance of being considerate of residents who have lived in the rural area for many years. She stressed the need to ensure adequate infrastructure is in place to protect existing residents and encouraged the developer to meet with property owners who could potentially be affected.

   Councilmember Boyce asked how existing residents would be protected during the construction process, rather than only after the development is completed.

   Councilmember Madariaga requested clarification regarding the concept plan, proposed roadway connections, and the primary roadway through the development. She also asked about the proposed 15.4-acre detention lake, including its anticipated depth and whether the proposed detention area would be sufficient to address drainage concerns.

   Dinh Ho, Consulting Engineer with Adico Consulting Engineering, explained that a drainage impact analysis had not yet been submitted by the developer. Following the zoning and land plan process, the developer would be required to submit drainage and traffic impact analyses. He stated that the required detention would be determined based on the drainage analysis and applicable City and Drainage District 5 criteria, noting that the conceptual plan does not establish the final detention requirements. He further explained that the development would be required to

accept and convey existing off-site drainage through the property without worsening drainage conditions during extreme rainfall events.

ADJOURNMENT
The worksession was adjourned at 7:02 P.M.

APPROVED THIS 16TH DAY OF NOVEMBER 2026

_____	_____
Kayleen Rosser, City Secretary	Wil Kennedy, Mayor



CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, October 19, 2026
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 19th day of October 2026, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Arnetta Murray
Councilmember Margaret Madariaga
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And none being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the meeting to order at 7:02 P.M. Mayor Kennedy called for City Council to recess until 7:10 P.M. City Council returned to meeting at 7:10 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS
Carolyn Bowen stated that in 1979, the property being discussed, known as Colony Retreat, experienced significant flooding, with only the top three inches of the fence posts visible above the water. She recalled that Mr. Alloy, who lived between the property and the Elementary School, woke up neighboring residents and likely saved their lives. She explained that the property served as a holding pond for floodwaters during the 1979 flood and emphasized that flooding is a serious concern in the area. Although the floodwaters did not enter her home in 1979, her home did flood during Hurricane Harvey. She also expressed concerns regarding traffic on Cedar Rapids Parkway, stating that she has difficulty backing out of her driveway due to the volume of traffic. Additionally, she discussed the use of Flock cameras, noting that Brazoria County officers were able to locate two murder suspects using footage captured by the cameras. She questioned why residents would be concerned about cameras capturing images of vehicles when individuals routinely undergo security screenings at airports without objection.

Mario Granados, who lives adjacent to the property being considered, expressed concern regarding how neighboring residents are notified when a development or similar activity is proposed in their area. He stated that he was unaware of the matter being discussed and questioned who is responsible for notifying affected property owners. He also raised concerns about drainage, noting that his property consists of nearly seven acres. Additionally, he expressed concern about the potential impact of the developer raising the elevation of the property.

Rosie Flores expressed concerns regarding drainage and the proposed elevation of the property. She noted that the proposed retention pond would be located along her rear fence line and extend toward the vacant property to the right. She also raised concerns about the pipeline and requested that City Council ensure the developer is held to the City's established standards. She referenced the proposed 60-foot lots surrounding the development and expressed concern about potential impacts on neighboring properties, including damaged fences and other property damage. Traffic was another significant concern, as she stated that the existing roadway is already unable to accommodate current traffic volumes. She suggested that an agreement be established requiring the roadway improvements to be completed before development begins.

Brenda Ledbetter stated that she is opposed to the proposed development and does not support the inclusion of 40-foot lots. She noted that the development would be surrounded by acreage properties and questioned why the City could not consider an approach similar to Manvel's rural preservation standards, which provide for one-acre lots with one home per lot. She expressed concern about the additional traffic the development would generate, stating that it is already dangerous to walk to the mailbox due to existing traffic conditions. She emphasized that the rural community has a distinct character and expressed concerns about the development's aesthetics and its impact on the surrounding area. She asked that the City consider the existing rural property owners and the character of the community when evaluating the proposal.

Robert Wall expressed concerns about flooding in the area, stating that he has personally witnessed the intersection completely submerged in water. He provided an example of Drainage District No. 5 coming out to clean the ditch and explained that the Drainage District indicated it could not make the ditch any longer or wider. He noted that the area's drainage currently flows into Chocolate Bayou and expressed concern that Chocolate Bayou would flood during a significant rain event. He emphasized that the property is already low-lying and questioned how adding homes and additional impervious surfaces, such as concrete, would affect drainage in the area. He also identified the existing roadway as another concern.

COUNCIL COMMENTS

Mayor Pro Tem Greene-Scott thanked everyone for attending the meeting. She noted that the first day of early voting was taking place and reminded residents that Election Day is November 3rd, encouraging everyone to exercise their right to vote.

Councilmember Murray thanked everyone for their attendance.

Councilmember Madariaga thanked everyone for attending and assured residents that their concerns had been heard.

Councilmember Hargroder thanked everyone for their attendance and wished Councilmember Madariaga a Happy Birthday.

Councilmember Boyce thanked everyone for attending the meeting.

Councilmember Varlack thanked everyone for their attendance and recognized all breast cancer survivors. He also recognized Lieutenant Sosa for working with the team to coordinate National Night Out and expressed his appreciation to Chief Bell and Sergeant Lambert, acknowledging them as great leaders.

Mayor Kennedy recognized the many Iowa Colony High School students involved in the Future Farmers of America (FFA) and acknowledged their hard work and participation in the Brazoria County Fair. He also recognized Brazoria County Fair Queen Runner-Up Christa Lauderdale, who was escorted by Adrian.

STAFF REPORTS

1. Building Official/Fire Marshal Monthly Report
2. Public Works Monthly Report

   Jeremy Franks provided an update on road improvements along County Road 48. He reported that a major cleanup effort had been completed along Cedar Rapids Parkway with assistance from the Brazoria County Correctional Facility. The crew is scheduled to return on the 25th to finish the cleanup. He noted that the City has contracted with the facility to provide ongoing assistance with litter and trash removal throughout the City.

   Mr. Franks also discussed upcoming road improvements, including work along Iowa Colony Boulevard from SH 288 northbound toward Meridiana Elementary and approximately 500 feet of improvements along County Road 190.

   Regarding park maintenance, Mr. Franks acknowledged concerns about the overgrown grass at the City park and stated that the landscaping contractor would begin servicing the park on Fridays.

   Mr. Franks announced that the Festival of Lights is scheduled for December 4th from 6:00 p.m. to 9:00 p.m. He also announced that the MLK Parade will take place on January 16, 2027.

   Councilmember Hargroder asked Mr. Franks to provide additional information regarding the roadway issues on Iowa Colony Boulevard, specifically the sagging pavement. Mr. Franks explained that the roadway is sagging on the southbound side.

   Councilmember Murray asked about the park maintenance schedule and the decision to mow the park once a month from October through January. She also asked how many parks the City currently maintains. Mr. Franks confirmed that the City has one park. Councilmember Murray additionally reported a pothole on County Road 56 and requested that Public Works look into the issue.

   Mayor Pro Tem Greene-Scott asked for clarification regarding the landscaping contractor responsible for maintaining the City park. She also expressed concerns about the grass along SH 288, which is maintained by TxDOT, noting that trash is left scattered throughout the area after mowing. She asked whether the City's partnership with the Brazoria County Correctional Facility would include assistance with cleaning up that area. She also indicated that she had understood Public Works was responsible for mowing the park.

   Mr. Franks clarified that a contractor is responsible for mowing the City park and baseball fields. Councilmember Varlack explained that the City's tractors and equipment are more industrial in nature and are not suitable for maintaining the City park. Councilmember Hargroder asked whether the City has a zero-turn mower, and it was confirmed that one is available.

   Councilmember Boyce thanked Mr. Franks for his assistance in addressing concerns regarding the crosswalk. He also expressed his appreciation to the Chief of Police and the City Manager for

working together to identify an alternative solution. Additionally, he thanked the Chief for assisting with the placement of a speed trailer to notify motorists of their driving speed.

3. Police Department Monthly Report

   Chief Bell recognized dispatchers Keeley Ivey from Brazoria Police Department and Jessica Barboza from Pasadena Police Department and Patrol Officer Kayle Bowers from Manvel Police Department.

   Chief Bell recognized Lieutenant Sosa for successfully completing the LEMIT Command College, a nine-week program conducted at three different locations. The program began at Texas A&M University, continued at Texas Woman's University, and concluded at Sam Houston State University. Lieutenant Sosa's research paper focused on the use of artificial intelligence in law enforcement. Lieutenant Sosa thanked Chief Bell for providing him with the opportunity to participate in the program.

   Chief Bell also addressed questions previously raised by City Council regarding the City's Flock camera system. Topics included the approval process for the program, the number of cameras currently installed throughout the City, associated costs, who has access to the information collected, and how the system benefits the community. An item will be placed on the agenda for the next City Council Work Session to allow for further discussion.

4. Municipal Court Monthly Report
5. City Engineer's Report
6. Monthly finance and trial balance reports for finance. For month ending 9-30-26 to be presented in October's meeting.
7. Water/Wastewater Utility Monthly Report

   An update was provided on the water meter project. The billing integration and meter-read integration have been completed. This includes the portions of the program that transfer billing and meter-reading data into the AMI software and then onto the customer portal, allowing customers to view their individual water meter information.

   The notification components are still in progress and will allow customers to receive notifications by phone, email, or text message. Notification templates have been discussed among SI Environmental, H2O Analytics, and the City; however, additional work remains to complete this portion of the project.

   The consumer portal still requires user training and user acceptance testing. During this process, users will identify any software issues or bugs, which will be addressed and corrected. This process will be repeated until all identified issues have been resolved. Once testing is complete and the necessary corrections have been made, the portal will be ready to go live.

POST EXECUTIVE SESSION

8. Consideration and possible action on a Resolution approving the development agreement between Iowa Colony and Colony Retreat LLC.

   Motion made by Mayor Pro Tem Greene-Scott to approve the Resolution authorizing the Development Agreement between the City of Iowa Colony and Colony Retreat LLC, subject to approval of the Planned Unit Development (PUD), Seconded by Councilmember Hargroder.

   The discussion from the Work Session continued with the developer of Colony Retreat. The developer stated that he had met with the City Manager and City Engineer to discuss the concerns that had been raised. He acknowledged that the project is required to complete a Traffic Impact Analysis and a Drainage Impact Analysis and confirmed that he was aware of these

requirements. The project engineer also provided information regarding the City's drainage requirements and the measures that would need to be addressed. The developer stated that the vision is to create a high-end community despite the limited acreage and explained that the proposed development would include 40-, 50-, and 60-foot lots.

Councilmember Hargroder stated that Council had heard the concerns expressed by residents throughout the evening. She strongly recommended that the Mayor Pro Tem amend her motion to remove the 40-foot lots, stating that she would second the amended motion, provided all other staff recommendations were met.

Dinh Ho clarified that an amendment to remove the 40-foot lots was not necessary at this time because the lot sizes are addressed in the Planned Unit Development (PUD), which was not an action item on the current agenda. The PUD will be brought forward for consideration at the November meeting. However, she strongly recommended that the development not include 40-foot lots.

Councilmember Varlack stated that the current action was to determine whether the developer could proceed with the required studies. He expressed agreement with his fellow Councilmembers that 40-foot lots were not appropriate for this area. He reiterated his concerns regarding drainage and the condition of the existing roadway. He also questioned how the developer could raise the elevation of the property without negatively affecting surrounding properties.

Councilmember Murray stated that she supports growth but emphasized the importance of being considerate of existing property owners who have invested in the area and may be affected by the proposed development.

Mayor Pro Tem Greene-Scott stated that she would like to preserve the rural character of this portion of the City. She referenced Duke Road, where residents have experienced difficulty accessing their homes due to flooding, despite a drainage study having been completed. She emphasized that Council must consider the impacts on all residents. She acknowledged that only a portion of the proposed property is located within the City limits and expressed concern that there may not be sufficient space within the development to accommodate the necessary retention and detention facilities.

Councilmember Hargroder referenced the comments made by Mr. Granados during Citizen Comments regarding who is responsible for notifying residents about proposed developments and public hearings. She explained that City Council plays an important role in the process and encouraged residents to regularly review meeting agendas and stay informed about matters being considered by the City.

Dinh Ho explained that public hearing notices would be mailed to affected property owners regarding the upcoming public hearings before the Planning and Zoning Commission and City Council in November.

Councilmember Boyce asked what the next steps in the process would be if the item were approved that evening. The City Secretary provided an explanation of the public notification process and how notices are distributed for upcoming public hearings.

Mayor Kennedy noted that approximately 75% of the property is located outside the City limits and he could do what he wants to do with it and we have no control. He stated that the proposed project would move water closer to SH 288 and acknowledged that several aspects of the proposed development had been brought forward for discussion and would need further consideration. He stated he tends to lean towards having more dialogue about this development.

Amended Motion made by Mayor Pro Tem Greene-Scott to table this item until the Novembe meeting and be presented at the same time as the PUD, Seconded by Councilmember Hargroder. Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga
Voting Nay: Mayor Kennedy

9. Consideration and possible action on a Resolution regarding the Sierra Vista/Sterling Lakes Entertainment District Plan of Development and Roadway Funding and Commercial Development Agreement.

   Motion made by Councilmember Hargroder to approve the proposed amendment to the Sierra Vista/Sterling Lakes Plan of Development to establish an approximately 83.45-acre Entertainment District along State Highway 288, Seconded by Mayor Pro Tem Greene-Scott.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Boyce, Councilmember Madariaga
   Voting Nay: Councilmember Hargroder, Councilmember Varlack

10. Consideration and possible action on a Resolution authorizing a Roadway Funding and Commercial Development Agreement with Land Tejas Sterling Lakes South.

    Motion made by Councilmember Varlack to authorize a Roadway Funding and Commercial Development Agreement between the City and Land Tejas Sterling Lakes South, LLC, that relates to the construction and funding for a portion of State Highway 288, the southbound frontage road between County Road 56 and County Road 57, Seconded by Councilmember Murray.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

11. Consideration and possible action to approve a Resolution authorizing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the SH 288 southbound frontage road between Meridiana Parkway and Cedar Rapids Parkway.

    Motion made by Councilmember Hargroder to approve a resolution authorizing the City to enter into an Advance Funding Agreement with the Texas Department of Transportation for frontage road improvements along State Highway 288, Seconded by Councilmember Varlack.Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

12. Consideration and possible action to cast a vote for a candidate to serve on the Texas Municipal League Region 14 Board of Directors.

    Motion made by Councilmember Hargroder that the City Council select Sally Branson as the City's choice for the Texas Municipal League Region 14 Director Election to the TML Board of Directors for the two-year term, Seconded by Mayor Pro Tem Greene-Scott.

    Discussion regarding Sally and Jaquavous Doucette occured among Council members.

    Amended Motion made by Councilmember Hargroder that the City Council select Jaquavous Doucette as the City's choice for the Texas Municipal League Region 14 Director Election to the TML Board of Directors for the two-year term, Seconded by Mayor Pro Tem Greene-Scott.Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

13. Consideration and Possible Action on First Reading of an Ordinance adopting a standalone Academic Education Pay policy, repealing and replacing the Academic Education Incentive

Program of Ordinance No. 2017-23-1, as amended, and preserving the remaining provisions of that ordinance.

Motion made by Councilmember Hargroder to adopt the standalone Academic Education Pay Policy, thereby repealing and replacing the Academic Education Incentive Program established pursuant to Ordinance No. 2017-23-1, as amended, and affirming that all remaining provisions of said ordinance shall remain in full force and effect, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the Ordinance caption aloud.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

14. Consideration and possible action on an Ordinance amending the Fiscal Year 2025–2026 Annual Budget to reflect year-end revenue and expenditure adjustments.

    Motion made by Councilmember Hargroder to approve, on first reading, the ordinance amending the Fiscal Year 2025–2026 Annual Budget to reflect year-end adjustments to revenues and expenditures, Seconded by Councilmember Madariaga. The City Secretary read the Ordinance caption aloud. Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

CONSENT AGENDA
Motion made by Councilmember Varlack to approve all consent items as presented, Seconded by Councilmember Hargroder.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

15. Consider approval of the July 20, 2026 City Council meeting minutes.
16. Consider approval of the August 5, 2026 City Council workession minutes.
17. Consider approval of the August 26, 2026 City Council worksession minutes.
18. Consider approval of the August 26, 2026 City Council meeting minutes.
19. Consider approval of the August 31, 2026 City Council worksession minutes.
20. Consider approval of the August 31, 2026 City Council meeting minutes.
21. Consider approval of the September 9, 2026 City Council worksession minutes.
22. Consider approval of the September 9, 2026 City Council meeting minutes.
23. Consider approval of the Septmeber 21, 2026 City Council worksession minutes.
24. Consider approval of the September 21, 2026 City Council meeting minutes.
25. Consider approval of the Apollo CR 57 Preliminary Plat.
26. Consider approval of the Ellwood Dubuque Parkway Street Dedication Preliminary Plat.
27. Consider approval of the Ellwood Karsten Boulevard Phase 4 Final Plat.
28. Consider approval of the Ellwood Recreation Reserve Final Plat.
29. Consider approval of the Ellwood Section 3B Final Plat.
30. Consider Final Acceptance of Ames Boulevard Phase II - Storm and Paving Facilities.
31. Consider Final Approval of Ames Boulevard Phase II - Water and Sewer Facilities.
32. Consider Final Approval of Baird Boulevard Phase I Storm and Paving Facilities.

33. Consider Final Acceptance of Karsten Boulevard North Phase 2 - Water, Drainage, and Paving Facilities.
34. Consider Final Approval of Sterling Lakes North Section 7 - Water, Sanitary, Storm and Paving Facilities.
35. Consider renewing an interlocal agreement with Brazoria County for general road maintenance.
36. Approval of an interlocal agreement with Brazoria County for FY27 road project request list.

EXECUTIVE SESSION

Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

37. Pending litigation styled Bobby Dwayne Hurman v. City of Iowa Colony, Texas; Civil Action No. 3:26-cv-00279

    City Council convened at 7:29 P.M to discuss item no. 37. City Council returned at 7:49 P.M.

38. The City Attorney and City Manager's 3% Salary Increase (COLA) as reflected in the FY 2026-27 Adopted Budget.

    Council Recessed into Executive Session at 9:45 P.M.

39. Discussion on appointments to the Planning and Zoning Commission.

    City Council convened at 9:45 P.M to discuss items no. 38 and 39. City Council returned to open session at 11:04 P.M.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

40. Consideration and possible action on Executive Session matters.

    Motion made by Councilmember Varlack to give a 3% COLA for the City Attorney and consider the City Manager's adjustment at the annual review, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

41. Consideration and possible action to appoint members to the Planning and Zoning Commission.

    Motion made by Councilmember Varlack to appoint De'Angelique Hardeman to the Planning and Zoning Commission, Seconded by Councilmember Hargroder.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

ADJOURNMENT

The meeting was adjourned at 11:06 P.M.

APPROVED THIS 16TH DAY OF NOVEMBER 2026

_____
Kayleen Rosser, City Secretary

CITY OF IOWA COLONY TEXAS

_____
Wil Kennedy, Mayor

ADICO
CONSULTING ENGINEERS

Monday, October 26, 2026

Robert Kness
Kimley-Horn & Associates, Inc.
11700 Katy Frwy, Suite 800
Houston, TX 77079
robert.kness@kimley-horn.com

Re: Alvin West College Campus Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 8704
Adico, LLC Project No. 710-26-002-050

Dear Mr. Kness:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Alvin West College Campus Preliminary Plat, being +/- 34.57 acres out of the H.T. & B.R.R. Co. Survey, Section 49, Abstract No. 259, located in the City of Iowa Colony, Brazoria County, TX, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on October 20, 2026.

Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, October 28, 2026, for consideration at the November 3, 2026, Planning and Zoning meeting.

Upon Planning and Zoning Commission action, the plat will be placed on the agenda for the November 16, 2026, City Council meeting for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
File: 710-26-002-050

APPROVED, ADICO, LLC, 10262026

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, ALVIN COLLEGE, ACTING BY AND THROUGH DR. ROBERT J. EXLEY, PRESIDENT AND ELIZABETH NELSON, VICE PRESIDENT OF ALVIN COLLEGE, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE DESCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREET OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY WHEREOF, ALVIN COLLEGE HAS CAUSED THESE PRESENTS TO BE SIGNED BY DR. ROBERT J. EXLEY, ITS PRESIDENT, THEREUNTO AUTHORIZED, ATTESTED BY ITS VICE PRESIDENT, ELIZABETH NELSON, THIS ___ DAY OF _____, 2026.

ALVIN COLLEGE

BY: _____
DR. ROBERT J. EXLEY
PRESIDENT

BY: _____
ELIZABETH NELSON
VICE PRESIDENT

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DR. ROBERT J. EXLEY, AND ELIZABETH NELSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS, _____ DAY OF _____, 202__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES: (DATE)

I, ROBERT KNESS, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

_____
ROBERT KNESS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6486

STATE OF TEXAS
REGISTERED
R ROBERT KNESS
6486
PROFESSIONAL
LAND SURVEYOR

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
WIL KENNEDY, MAYOR

_____
MARQUETTE GREENE-SCOTT, COUNCIL MEMBER

_____
MARGARET MADARIAGA, COUNCIL MEMBER

_____
ARNETTA HICKS-MURRAY, OOUNCIL MEMBER

_____
TIMOTHY VARLACK, COUNCIL MEMBER

_____
KAREEM BOYCE, COUNCIL MEMBER

_____
SYDNEY HARGRODER, COUNCIL MEMBER

_____
DINH HO, P.E., CITY ENGINEER

_____
DATE:

PLANNING AND ZONING COMMISSION APPROVAL

_____
DAVID HURST, CHAIR

_____
BRENDA DILLON, MEMBER

_____
TERRY HAYES, MEMBER

_____
LES HOSEY, MEMBER

_____
BRIAN JOHNSON, MEMBER

_____
ROBERT WALL, MEMBER

I, JOYCE HUDMAN, COUNTY CLERK OF BRAZORIA COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____20___ AT _____ O'CLOCK __.M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

_____
JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY, TEXAS

BY: _____
DEPUTY

LEGAL DESCRIPTION:

A TRACT OR PARCEL CONTAINING 34.569 ACRE (1,505,825 SQUARE FEET) OF LAND SITUATED IN THE H.T. & B. R.R. SURVEY, SECTION 49, ABSTRACT NUMBER 259, BRAZORIA COUNTY, TEXAS AND BEING OUT OF THE RESIDUE OF A CALLED 132.1854 ACRES TRACT CONVEYED TO BAHAM INTERESTS LIMITED PARTNERSHIP, AS RECORDED IN BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NUMBER (NO.) 2012054324, WITH SAID 34.569 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR THE NORTHERLY CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF DAVENPORT PARKWAY (VARIABLE WIDTH R.O.W.) AS RECORDED IN B.C.C.F. NO. 2022044760, AND THE WEST R.O.W. LINE OF DISCOVERY DRIVE (VARIABLE WIDTH R.O.W.) AS RECORDED IN B.C.C.F. NOS. 20220447620, AND 2022044868, AND THE MOST NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG AND WITH THE WEST BOUNDARY LINE OF SAID DISCOVERY DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1. SOUTH 47°24'24" EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR AN ANGLE POINT;
2. SOUTH 02°24'24" EAST, A DISTANCE OF 338.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
3. IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 390.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 491.00 FEET, SUBTENDING A CENTRAL ANGLE OF 45°37'06", AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 20°24'09" WEST, 380.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET AT THE END OF CURVE;
4. SOUTH 43°12'40" WEST, A DISTANCE OF 467.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR AN ANGLE POINT AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
5. IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 355.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 611.00 FEET, SUBTENDING A CENTRAL ANGLE OF 33°20'25", AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 26°32'27" WEST, 350.55 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET IN A NORTHERLY LINE OF A CALLED 206.73 ACRE TRACT CONVEYED TO ALVIN INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN B.C.C.F. NO. 2018061880 FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND END OF CURVE;

THENCE SOUTH 87°19'08" WEST, ALONG AND WITH A NORTHERLY LINE OF SAID 206.73 ACRE TRACT, A DISTANCE OF 1,004.97 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET IN THE EAST R.O.W. LINE OF STATE HIGHWAY 288 (420 FOOT R.O.W.), AS RECORDED IN VOLUME (VOL.) 1085, PAGE (PG.) 733, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.), FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02°18'54" WEST, ALONG AND WITH THE EAST R.O.W. LINE OF SAID STATE HIGHWAY 288, A DISTANCE OF 251.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR THE MOST SOUTHERLY CORNER OF A CALLED 8.660 ACRE TRACT CONVEYED TO THE TEXAS DEPARTMENT OF TRANSPORTATION, AS RECORDED IN B.C.C.F. NO. 2019028491, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG AND WITH THE EAST LINE OF SAID 8.660 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 588.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 596.00 FEET, SUBTENDING A CENTRAL ANGLE OF 56°33'14", AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 29°18'20" EAST, 564.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET AT THE END OF CURVE;
2. NORTH 57°34'57" EAST, A DISTANCE OF 112.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3. IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 210.18 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 724.00 FEET, SUBTENDING A CENTRAL ANGLE OF 16°37'59", AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 49°15'57" EAST, 209.44 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET AT THE END OF CURVE;
4. NORTH 40°56'57" EAST, A DISTANCE OF 132.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR AN ANGLE POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
5. IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 361.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 736.00 FEET, SUBTENDING A CENTRAL ANGLE OF 28°08'17", AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 16°31'11" EAST, 357.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET IN THE SOUTH R.O.W. LINE OF SAID DAVENPORT PARKWAY, MARKING THE NORTHEAST CORNER OF SAID 8.660 ACRE TRACT, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG AND WITH SAID SOUTH R.O.W. LINE OF DAVENPORT PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 87°21'51" EAST, ALONG AND WITH SAID SOUTH R.O.W. LINE OF DAVENPORT PARKWAY, A DISTANCE OF 186.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "KHA" SET FOR AN ANGLE POINT;
2. NORTH 87°35'36" EAST, CONTINUING ALONG AND WITH SAID SOUTH R.O.W. LINE OF DAVENPORT PARKWAY, A DISTANCE OF 678.43 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1,505,825 SQUARE FEET OR 34.569 ACRE OF LAND.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

_____
LEE WALDEN, P.E. DATE:
PRESIDENT

_____
BRANDON MIDDLETON DATE:
SECRETARY/TREASURER

_____
KERRY OSBURN DATE:
VICE PRESIDENT

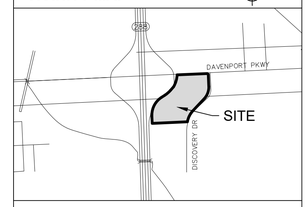
_____
DINH V. HO, P.E. DATE
DISTRICT ENGINEER

PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

GENERAL NOTES

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
2. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY A FACTOR OF 0.999870017.
3. THIS PLAT WAS PREPARED TO MEET REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF IOWA COLONY.
4. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY OLD REPUBLIC TITLE INSURANCE COMPANY, FILE NO. 26001546, DATED MAY 29, 2026.
5.
6. THIS PLAT LIES WHOLLY WITHIN THE CITY LIMITS OF IOWA COLONY, BRAZORIA COUNTY, BRAZORIA COUNTY M.U.D. 55 AND BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 (B.D.D. 5)
7. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR THIS RESERVE.
8. CONTOUR LINES SHOWN HEREON ARE BASED ON NGS BENCHMARK AW5686 , NOTED HEREON.
9. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 48039C0120K, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, DATED DECEMBER 30,2020, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE X (SHADED) DEFINED AS "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; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD", AND ZONE A DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATIONS DETERMINED)"
10. 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE THE BASE FLOOD ELEVATION (BFE) OR TWO (2) FEET ABOVE NATURAL GRADE, WHICHEVER IS GREATER.
11. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
12. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
13. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH THE EXCEPTION OF DISTRICT MAINTAINED FACILITIES WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
14. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
15. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN ____PERCENT. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
16. OTHER THAN SHOWN HERON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
17. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
18. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
19. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
20. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
21. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
22. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
23. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A 'RECORDED DOCUMENT NUMBER' AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
24. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 'DEDICATED' DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
25. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB –SECTION 1.5. PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

VICINITY MAP



CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT NUMBER "AW5686" . LOCATED IN THE SOUTHEAST CORNER OF THE SACRED HEART AND JESUS CATHOLIC CHURCH YARD, 23.0 METERS (75.5 FT) SOUTH OF THE CENTER OF THE AW5686'SOUTH DRIVE OF A HORSE SHOE DRIVE OF THE CHURCH, 21.3 METERS (69.9 FT) NORTH OF THE CENTER OF COUNTY ROAD 37, 18.5 METERS (60.7 FT) SOUTHEAST OF THE SOUTHEAST CORNER OF THE CHURCH, 13.6 METERS (44.6 FT) WEST OF THE CENTER OF COUNTY ROAD 48, 3.1 METERS (10.2 FT) EAST OF THE EAST CORNER OF THE FOUNDATION OF THE BRICK CHURCH SIGN.

PUBLISHED ELEVATION = 55.7 FEET (NAVD88, GEOID18)

ABBREVIATIONS

IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IPF	IRON PIPE FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
IRF	IRON ROD FOUND
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
DOC.	DOCUMENT
NO.	NUMBER
F.C.	FILM CODE
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
ESMT.	EASEMENT

ALVIN COLLEGE WEST CAMPUS

A SUBDIVISION OF
34.569 ACRES / 1,505,825 SQ. FT.
SITUATED IN
H.T. & B.R.R. CO. SURVEY, SECTION 49, A-259
CITY OF IOWA COLONY
BRAZORIA COUNTY, TEXAS

0 LOTS 1 BLOCK 1 RESERVE

OWNER
ALVIN COLLEGE
3110 MUSTANG
ALVIN, TX 77511
PH: (281) 756-3598

SURVEYOR / ENGINEER

Kimley»Horn
11700 Katy Freeway, Suite 800
Houston, Texas 77079
Tel. No. (281) 597-9300
FIRM # 10115500

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	RK	AM	OCT. 2026	065004201	1 OF 2

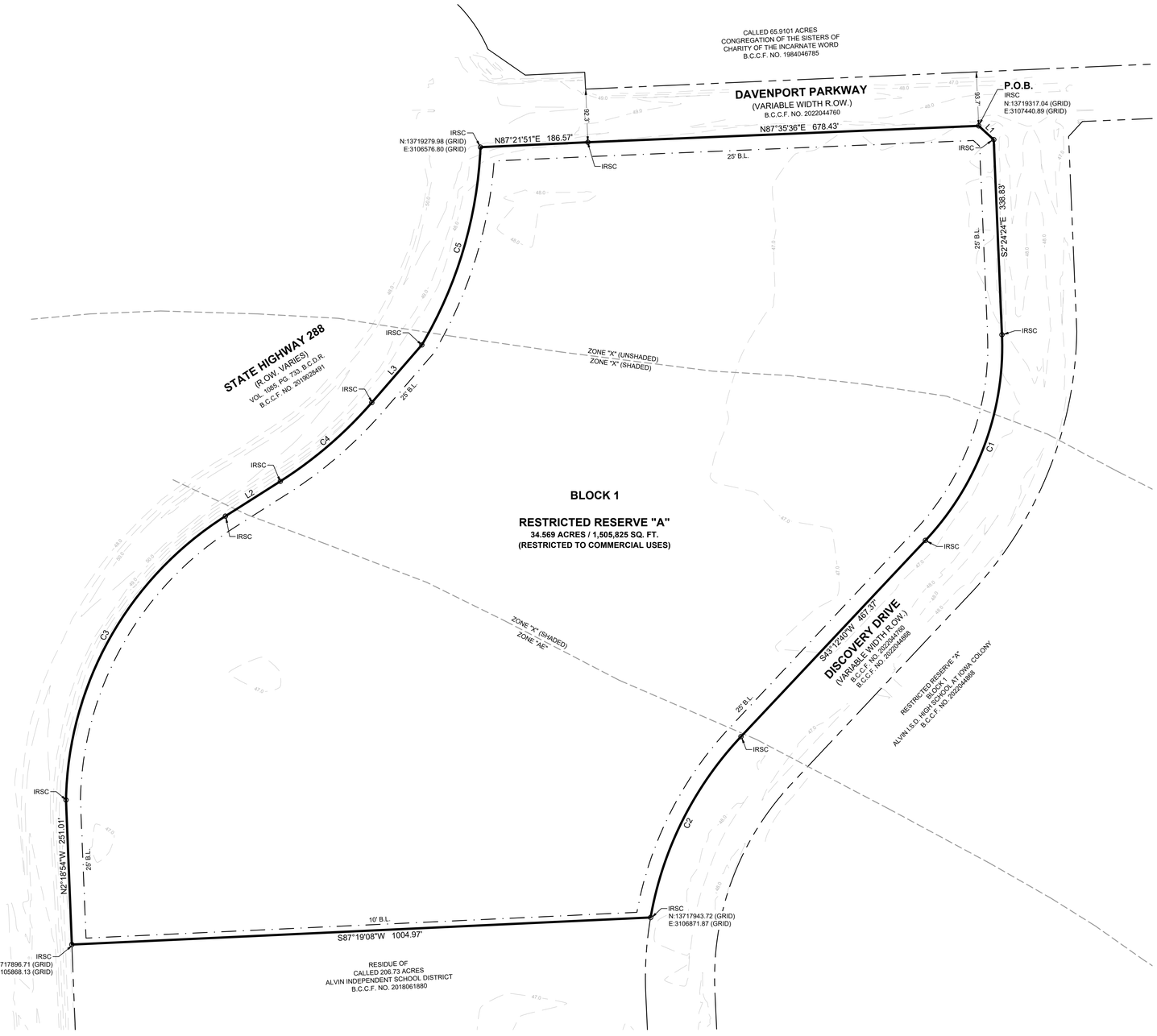
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DWG NAME: K:\HOU_SURVEY\PROJECTS\065004201-ALVIN WEST COLLEGE CAMPUS\DWG\PLAT\065004201-ALVIN WEST COLLEGE_V2.DWG PLOTTED BY KNESS, ROBERT 10/21/2026 5:06 PM LAST SAVED 10/20/2026 9:29 PM

APPROVED, ADICO, LLC, 10262026

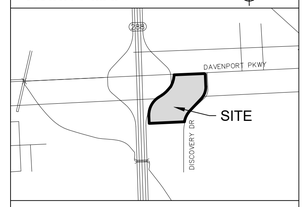
NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1"=100' @ 24X36



VICINITY MAP

N.T.S.



CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT NUMBER "AW5686" . LOCATED IN THE SOUTHEAST CORNER OF THE SACRED HEART AND JESUS CATHOLIC CHURCH YARD, 23.0 METERS (75.5 FT) SOUTH OF THE CENTER OF THE AW5686'SOUTH DRIVE OF A HORSE SHOE DRIVE OF THE CHURCH, 21.3 METERS (69.9 FT) NORTH OF THE CENTER OF COUNTY ROAD 37, 18.5 METERS (60.7 FT) SOUTHEAST OF THE SOUTHEAST CORNER OF THE CHURCH, 13.6 METERS (44.6 FT) WEST OF THE CENTER OF COUNTY ROAD 48, 3.1 METERS (10.2 FT) EAST OF THE EAST CORNER OF THE FOUNDATION OF THE BRICK CHURCH SIGN.

PUBLISHED ELEVATION = 55.7 FEET (NAVD88, GEOID18)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S47°24'24"E	35.36'
L2	N57°34'57"E	112.90'
L3	N40°56'57"E	132.36'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	45°37'06"	491.00'	390.93'	S20°24'09"W	380.69'
C2	33°20'25"	611.00'	355.54'	S26°32'27"W	350.55'
C3	56°33'14"	596.00'	588.28'	N29°18'20"E	564.69'
C4	16°37'59"	724.00'	210.18'	N49°15'57"E	209.44'
C5	28°08'17"	736.00'	361.45'	N16°31'11"E	357.83'

ALVIN COLLEGE WEST CAMPUS

A SUBDIVISION OF
34.569 ACRES / 1,505,825 SQ. FT.
SITUATED IN
H.T. & B.R.R. CO. SURVEY, SECTION 49, A-259
CITY OF IOWA COLONY
BRAZORIA COUNTY, TEXAS

0 LOTS 1 BLOCK 1 RESERVE

OWNER
ALVIN COLLEGE
3110 MUSTANG
ALVIN, TX 77511
PH: (281) 756-3598

SURVEYOR / ENGINEER

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11700 Katy Freeway, Suite 800
Houston, Texas 77079
Tel. No. (281) 597-9300
FIRM # 10115500

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	RK	AM	OCT. 2026	065004201	2 OF 2

DWG NAME: K:\HOU_SURVEY\PROJECTS\065004201-ALVIN WEST COLLEGE CAMPUS\DWG\PLAT\065004201-ALVIN WEST COLLEGE_V2.DWG PLOTTED BY KNESS, ROBERT 10/21/2026 5:06 PM LAST SAVED 10/20/2026 9:29 PM Copyright © 2026 Kimley»Horn and Associates, Inc. All rights reserved

ADICO
CONSULTING ENGINEERS

Friday, October 16, 2026

Kenny Lopez
Blackline Engineering
1616 S. Voss Rd., Suite 300
Houston, TX 77057
Klopez@blackline-eng.com

Re: Glendale Lakes Drive Street Dedication Preliminary Plat
+/- 0.551 in the I & G.N.R.R. Co Survey and A.B. Langermann Survey, A-625, Fort Bend and Brazoria County, TX
Letter or Recommendation to Approve
COIC Project No. 8334
Adico, LLC Project No. 710-26-002-032

Dear Mr. Lopez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Glendale Lakes Drive Street Dedication Preliminary Plat, being +/- 0.551 acres in Fort Bend and Brazoria County, Texas, received on or about July 27, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as submitted on July 27, 2026. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting. Following Planning and Zoning Commission consideration, the plat will be placed on the November 16, 2026, City Council agenda.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho., P.E.
TBPE Firm No. 16423

Cc: File 710-26-002-032
Kayleen Rosser
Rachel Patterson

APPROVED_ADICO_LLC_10182026

STATE OF TEXAS
COUNTY OF FORT BEND

WE, HANNOVER ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH CLINTON F. WONG, PRESIDENT OF AMVEST PROPERTIES INC., A TEXAS CORPORATION, ITS GENERAL PARTNER OWNER HEREINAFTER REFERRED TO AS OWNERS OF THE 0.174 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF GLENDALE LAKES DRIVE STREET DEDICATION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES 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 THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING ALL 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.

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF GLENDALE LAKES DRIVE STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, THE HANNOVER ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH AMVEST PROPERTIES INC., A TEXAS CORPORATION, ITS GENERAL PARTNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY CLINTON F. WONG, ITS PRESIDENT OF AMVEST PROPERTIES INC., HEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2026.

HANNOVER ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP
BY: AMVEST PROPERTIES INC., A TEXAS CORPORATION, ITS GENERAL PARTNER

BY: _____
CLINTON F. WONG,
PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CLINTON F. WONG, PRESIDENT OF AMVEST PROPERTIES INC., A TEXAS CORPORATION, THE GENERAL PARTNER OF HANNOVER ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINT NAME:

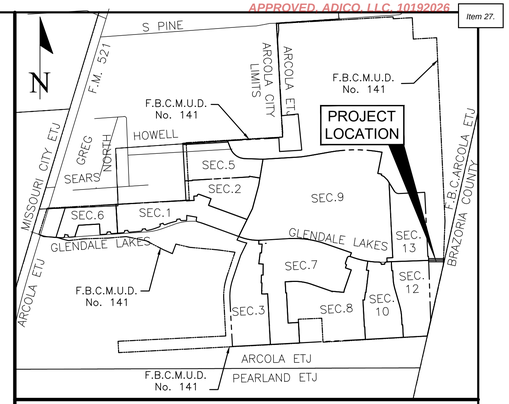
MY COMMISSION EXPIRES: _____

I, JULIANA BIHLET, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

_____
JULIANA BIHLET, P.E.
TEXAS REGISTRATION NO. 104900

I, JOEL BILYEU, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING AN OUTSIDE DIAMETER OF FIVE EIGHTH OF ONE INCH (5/8) AND A LENGTH OF THREE (3) FEET UNLESS OTHERWISE NOTED.

_____
JOEL BILYEU
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6106



KEY MAP:

VICINITY MAP
SCALE: 1" = 1/2 MILE

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 2026, HAS APPROVED THIS PLAT AND SUBDIVISION OF GLENDALE LAKES DRIVE STREET DEDICATION AS SHOWN HEREON.

_____	_____	_____	_____
WIL KENNEDY, MAYOR	MARGARET MADARIAGA	TIMOTHY VARLACK	SYDNEY HARGRODER
_____	_____	_____	
ARNETTA HICKS-MURRAY	MARQUETTE GREENE-SCOTT	KAREEM BOYCE	

CERTIFICATE OF CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THE CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 2026, HAS APPROVED THIS PLAT AND SUBDIVISION OF GLENDALE LAKES DRIVE STREET DEDICATION AS SHOWN HEREON.

_____	_____	_____
DAVID HURST, CHAIRMAN	ROBERT WALL, MEMBER	LES HOSEY, MEMBER
_____	_____	_____
BRENDA DILLON, MEMBER	DEMOND WOODS, MEMBER	TERRY HAYES, MEMBER

APPROVAL BY CITY ENGINEER

_____ _____
DATE DINH HO

I, MATT HANKS, JD, PE, COUNTY ENGINEER OF BRAZORIA COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THE COUNTY, AS ADOPTED BY COMMISSIONERS COURT.

_____ _____
DATE MATT HANKS, JD, PE, COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF _____, 2026

_____
COUNTY JUDGE

_____	_____
COMMISSIONER, PRECINCT 1	COMMISSIONER, PRECINCT 2
_____	_____
COMMISSIONER, PRECINCT 3	COMMISSIONER, PRECINCT 4

GLENDALE LAKES DRIVE STREET DEDICATION

A SUBDIVISION OF
0.174 ACRES OF LAND
LOCATED IN THE
A.B. LANGERMANN SURVEY A-625
BRAZORIA COUNTY, TEXAS

DATE: JULY, 2026 SCALE: 1" = 30'

OWNER
HANNOVER ESTATES, LTD.
1616 S. VOSS RD., SUITE 618
HOUSTON, TX., 77057
713-978-5900

ENGINEER
BLACKLINE
ENGINEERING
1616 S. Voss, Suite 300
Houston, TX 77057
(832) 431-5959
Firm No. 14051
WWW.BLACKLINE-ENG.COM

SURVEYOR
MillerSurvey
DCCM
Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com

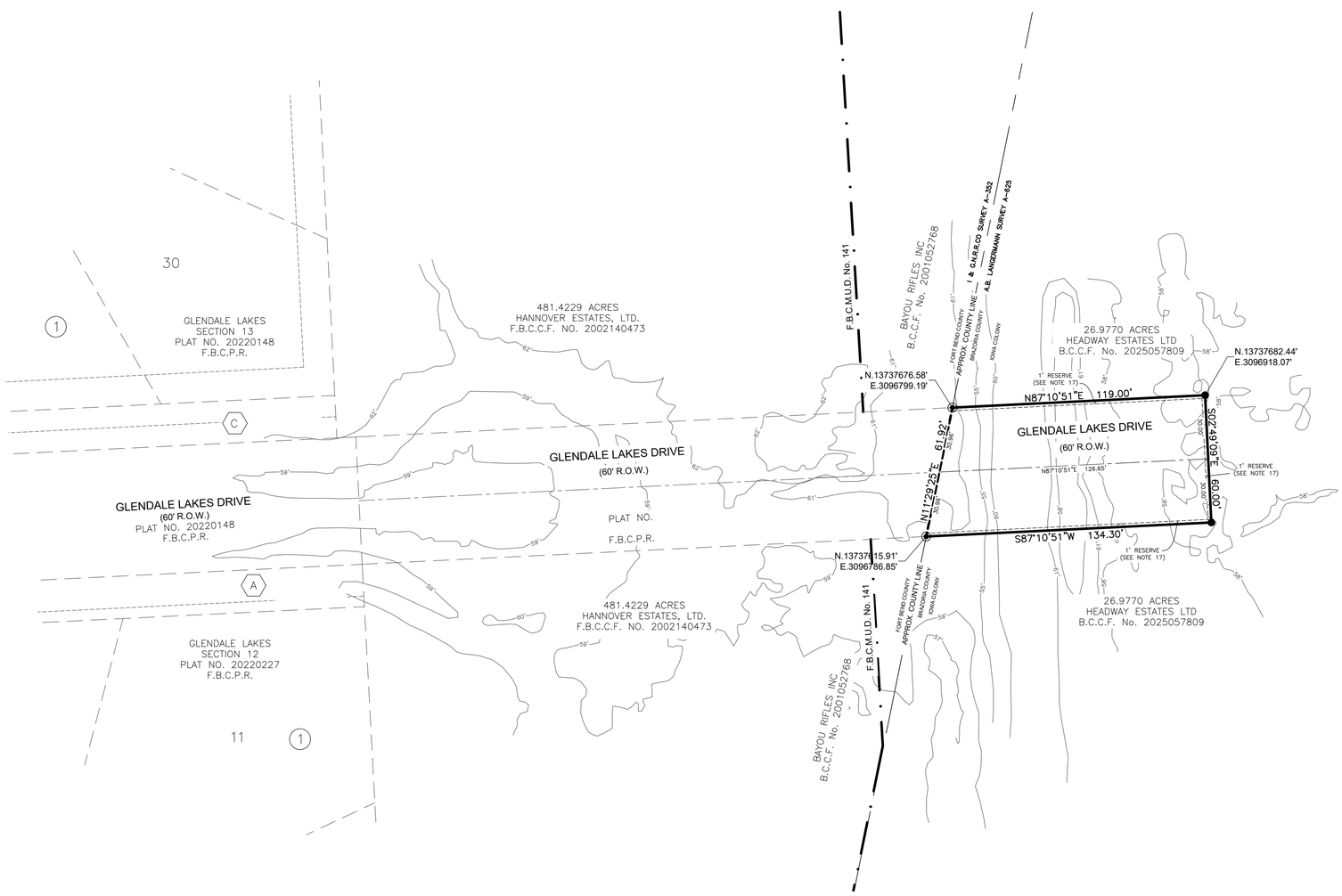
N:\PROJECTS\BLACKLINE PROJECTS\PROJECTS UNDERWAY\GLENDALE LAKES STREET DEDICATION\CAD\GLENDALE LAKES DRIVE STREET DEDICATION PLAT P - BRAZORIA.DWG

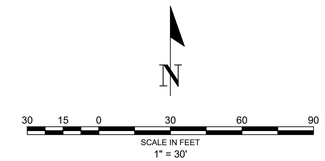
APPROVED, ADICO, LLC, 10192026

DISTRICT NAMES	
F.B.C. ASSISTANCE DISTRICT	N/A
WCID	N/A
MUD	FBC MUD 141
LID	N/A
DID	FBC DRAINAGE DISTRICT
SCHOOL	FORT BEND ISD
FIRE	N/A
IMPACT FEE AREA	N/A
CITY OR CITY ETJ	IOWA COLONY
UTILITIES CO.	CENTERPOINT ENERGY
EMERGENCY SERVICE DISTRICT	ESD 7

LEGEND

AC.	= ACRE
A.E.	= AERIAL EASEMENT
B.L.	= BUILDING LINE
E.E.	= ELECTRIC EASEMENT
F.B.C.C.F.	= FORT BEND COUNTY CLERK'S FILE
F.B.C.P.R	= FORT BEND COUNTY PLAT RECORDS
B.C.C.F.	= BRAZORIA COUNTY CLERK'S FILE
LTD.	= LIMITED
NO.	= NUMBER
PG.	= PAGE
R=	= RADIUS
R.O.W.	= RIGHT-OF-WAY
S.F.	= SQUARE FEET
S.S.E.	= SANITARY SEWER EASEMENT
STM.S.E.	= STORM SEWER EASEMENT
U.E.	= UTILITY EASEMENT
VOL.	= VOLUME
W.L.E.	= WATER LINE EASEMENT
X	= EASTING COORDINATE
Y	= NORTHING COORDINATE
(1)	= BLOCK NUMBER
●	= SET 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
◉	= FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)





NOTES:

1. PROJECT BENCHMARK: ELEVATIONS SHOWN HEREON ARE REFERENCED TO NGS MONUMENT "TXRO REF MON 1", PID DR8259, HAVING AN ELEVATION OF 94.2 FEET, NORTH AMERICAN VERTICAL DATUM 1988.
2. THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 141, FORT BEND SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND I.S.D., ESD 7, CITY OF ARCOLA E.T.J., IOWA COLONY AND BRAZORIA COUNTY.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48157C0400M REVISED DATE JANUARY 29, 2021, THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
4. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
5. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
6. THIS PLAT LIES WITHIN LIGHT ZONE LZ2 OF THE FORT BEND COUNTY LIGHTING ORDINANCE.
7. ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
8. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
9. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NUMBER 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE: 0.99986796.
10. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHT-OF-WAY WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH A.D.A.
11. ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
12. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED STRUCTURE.
13. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL TO OBTAIN A DEVELOPMENT PERMIT. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
14. THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF), TOGETHER WITH THE TERMS AND CONDITIONS RELATIVE TO THE MAINTENANCE OF SAME, AS EVIDENCED BY THE AFFIDAVIT TO THE PUBLIC DATED MARCH 16, 2004, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2004030427 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.
15. NOTICES OF WAIVER(S) OF SPECIAL APPRAISAL FOR THE BENEFIT OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 141, FILED FOR RECORD UNDER CLERK'S FILE NUMBERS 2006020685, 2020152706 AND 2021069597 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.
16. THIS SUBDIVISION CONTAINS ONE OR MORE PUBLIC STREETS/ROADS THAT HAVE BEEN DEDICATED TO THE PUBLIC BUT WILL NOT BE ACCEPTED FOR MAINTENANCE BY BRAZORIA COUNTY. THE OBLIGATION FOR MAINTENANCE SHALL BE THE SOLE RESPONSIBILITY OF THE F.B.C.M.U.D. NO. 141.
17. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

GLENDALE LAKES DRIVE STREET DEDICATION

A SUBDIVISION OF
0.174 ACRES OF LAND
LOCATED IN THE
A.B. LANGERMANN SURVEY A-625
BRAZORIA COUNTY, TEXAS

DATE: JULY, 2026 SCALE: 1" = 30'

OWNER

HANNOVER ESTATES, LTD.
1616 S. VOSS RD., SUITE 618
HOUSTON, TX., 77057
713-978-5900

ENGINEER

BLACKLINE
ENGINEERING
1616 S. Voss, Suite 300
Houston, TX 77057
(832) 431-5959
Firm No. 14051
WWW.BLACKLINE-ENG.COM

SURVEYOR

MillerSurvey
DCCM
Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com

N:\BLACKLINE PROJECTS\HANNOVER ESTATES\CIVIL\PLAT\ - GLENDALE LAKES STREET DEDICATION\GLENDALE LAKES DRIVE - PLAT # - 20250726.DWG

ADICO
CONSULTING ENGINEERS

Monday, October 19, 2026

Kailtin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Meridiana Section 35A Amending Plat No. 1
Letter of Recommendation to Approve
COIC Project No. 8636
Adico, LLC Project No. 710-26-002-048

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the Meridiana Section 35A Amending Plat no. 1, being +/-0.153 acres out of the H.T. & B. R.R. Company Survey, Section 54, Abstract no. 514, located in the City of Iowa Colony, received on or about October 7, 2026. The review of the plan is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the amending plat as submitted on October 7, 2026. Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 26, 2026, for consideration at the Tuesday, November 3, 2026, Planning and Zoning Commission meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-26-002-048

APPROVED, ADICO, LLC, 10192026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, Chesmar Homes, LLC, a Texas limited liability company, acting by and through Jeff Johnson, Division President of Chesmar Homes, LLC, a Texas limited liability company, owner of the property subdivided in this plat, MERIDIANA SECTION 35A AMENDING PLAT NO. 1, do hereby make subdivision of said property for and on behalf of said Chesmar Homes, LLC, a Texas Limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

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

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'–0") for ten feet (10'–0") back–to–back easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back 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. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

IN TESTIMONY WHEREOF, Chesmar Homes, LLC, a Texas limited liability company, has caused these presents to be signed by Jeff Johnson, Division President of Chesmar Homes, LLC, a Texas Limited Liability Company, thereunto authorized by this_____, day of _____, 2026.

OWNER

Chesmar Homes, LLC, a
Texas limited liability
Company

BY:_____

Print Name: Jeff Johnson

Title: Division President

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Johnson, Division President of Chesmar Homes, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____

Notary Public in and for the
State of Texas
My Notary Commission Expires_____

I, Charles Jurica, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____

Charles Jurica, Registered Professional Land Surveyor
Texas Registration No. 6696

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Margaret Madariaga, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

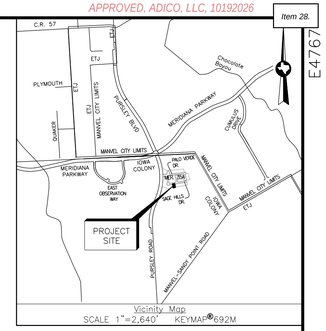
_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date



Vicinity Map
SCALE 1"=2,640' KEYMAP® 692M

MERIDIANA SECTION 35A AMENDING PLAT NO 1

BEING A SUBDIVISION OF 0.1536 ACRES OUT OF THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS: ALSO BEING AN AMENDING PLAT OF LOTS 18 AND 19, BLOCK 3 OF MERIDIANA SECTION 35A AS RECORDED UNDER BRAZORIA COUNTY PLAT RECORDS NUMBER 2024025315

2 LOTS 1 BLOCK

PURPOSE OF AMENDING PLAT:
TO REVISE LOT LINE

OWNER

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY
17220 KATY FREEWAY, SUITE 130,
HOUSTON, TX 77094
(281) 850-7049

OCTOBER, 2026

ENGINEER/SURVEYOR

EHRA
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPELS FIRM No(s).
F-726 & 10092300

JOB NO. 081–011–35–01

SHEET 1 of 425

E4767

APPROVED, ADICO, LLC, 10192026

E4767

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

3. A- indicates Abstract
AC. indicates Acres
A.E. indicates Aerial Easement
B.C.C.F. NO. indicates Brazoria County Clerk's File Number
B.C.P.R. NO. indicates Brazoria County Plat Records Number
B.L. indicates Building Line
P.O.B. indicates Point Of Beginning
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right of Way
S.D.E. indicates Shared Driveway Easement
S.E. indicates Sidewalk Easement
S.U.E. indicates Shared Utility Easement
SQ. FT. indicates Square Feet
U.E. indicates Utility Easement
(S) indicates set 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
indicates Change of Street Name

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 55, and Brazoria County Drainage District #5 (B.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. The terms and conditions of Amendment #1 of the City of Iowa Colony Ordinance #2007-7 may affect this plat. This plat is in conformance with Meridiana PUD Amendment No. 4

7. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

8. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

9. All water and wastewater facilities shall conform to the city's design criteria.

10. This plat is subject to the conditions and restrictions of the Meridiana PUD Agreement, No. 4 as approved March 21, 2022.

11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K dated December 30, 2020. The subject property shown hereon lies within Unshaded Zone "X" (areas determined to be outside of the 500-year flood plain).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

12. All sidewalks shall be a minimum of 4' wide and built in accordance to the Meridiana Planned Unit Development District Amendment #4 of the City of Iowa Colony Ordinance #2022-04.

13. The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all easements and all restricted reserves.

14. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.

15. All front lot maintenance within this section shall be performed by the Homeowners Association, as per Meridiana PUD Amendment No. 4, as approved March 21, 2022.

16. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.

17. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

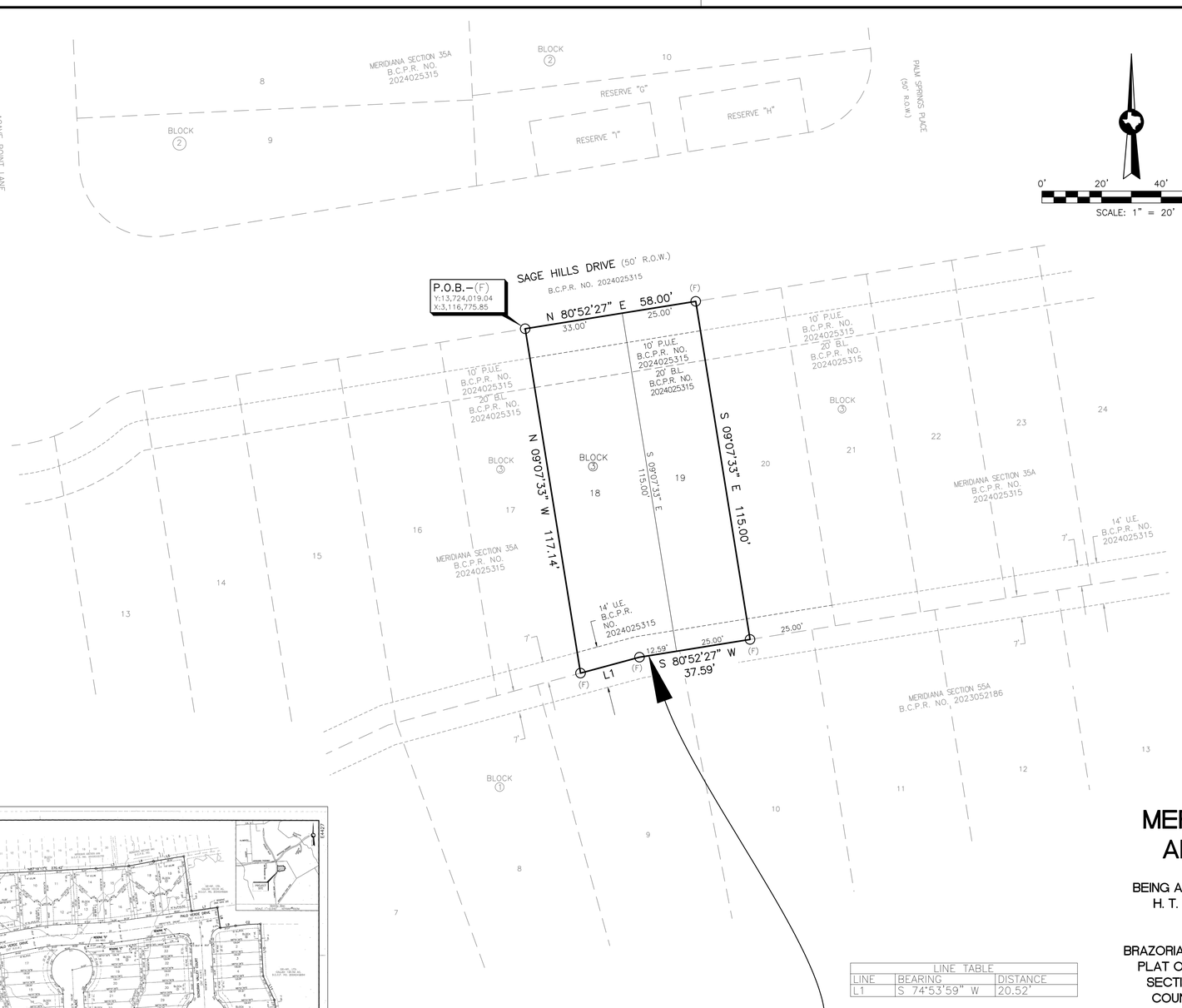
18. A courtyard home that utilizes a shared driveway and has frontage on a public street is prohibited from having fencing that blocks the facade of the home from the street face.

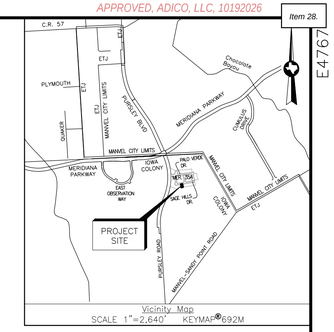
19. All courtyard lots shall take access from private driveways and not public R.O.W.

20. This plat is subject to the Short Form Blanket Easement granted to CenterPoint Energy Houston Electric, LLC under Brazoria County Clerk's File Number 2023028840.

20. This plat is subject to an Agreement for Underground Electric Service as recorded under Brazoria County Clerk's File Number 2024027558.

21. This plat is subject to the Short Form Blanket Easement for Certain Utilities as recorded under Brazoria County Clerk's File Number 2024031430.





METES AND BOUNDS DESCRIPTION
AMENDING PLAT NO 1
MERIDIANA SECTION 35A
BEING A 0.1536 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 0.1536 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT 514, BRAZORIA COUNTY, TEXAS, BEING LOTS 18 AND 19, BLOCK 3 OF MERIDIANA SECTION 35A, A SUBDIVISION AS PER PLAT RECORDED UNDER BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.) 2024025315 SAID 0.1536 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 5/8-inch capped iron rod stamped ηE.H.R.A. 713-784-4500b found for the northwest corner of Lot 18, Block 3 of said Meridiana Section 35A, common to the northeast corner of Lot 17, in the south right-of-way line of Sage Hills Drive (50' ROW) as per said Meridiana Section 35A;

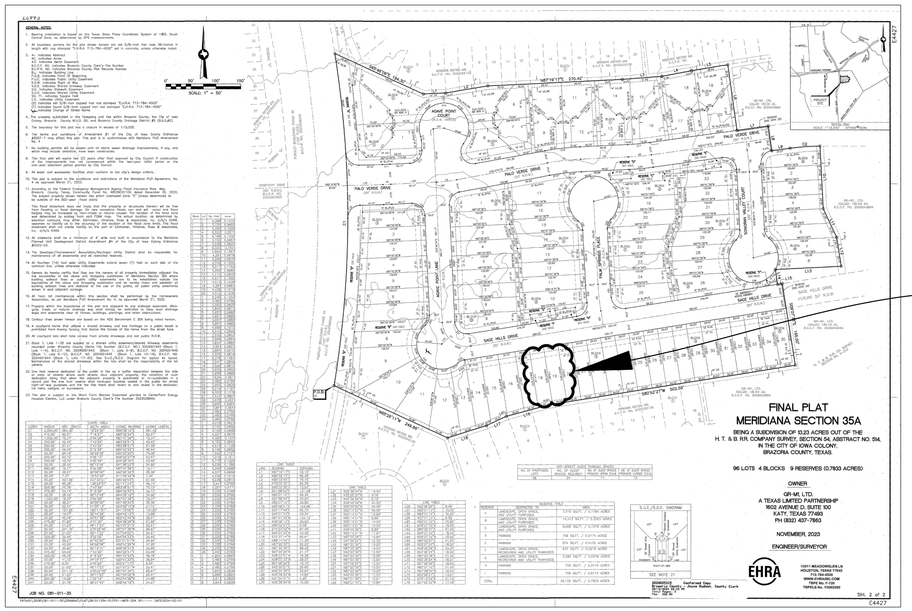
1) THENCE, North 80° 52' 27» East, along said south right-of-way line of said Sage Hills Drive, along the north line of aforesaid Lots 18 and 19, for a distance of 58.00 feet to a 5/8-inch capped iron rod stamped ηE.H.R.A. 713-784-4500b found for the northwest corner of Lot 20, Block 3 of said Meridiana Section 35A, common to the northeast corner of said Lot 19;

2) THENCE, South 09°07'33" East, along the west line of said Lot 20, common to the east line of said Lot 19, for a distance of 115.00 feet to a 5/8-inch capped iron rod stamped ηE.H.R.A. 713-784-4500b found for the southwest corner of Lot 20, the southeast corner of Lot 19, in the south line of aforesaid Block 3 of said Meridiana Section 35A common to the north line of Meridiana Section 55A, a subdivision as per plat recorded under B.C.P.R. 2023052186;

3) THENCE, South 80°52'27" West, along the south line of said Lots 18 and 19 the south line of aforesaid Block 3 of said Meridiana Section 35A, common to the north line of said Meridiana Section 55A, for a distance of 37.59 feet to a 5/8-inch capped iron rod stamped ηE.H.R.A. 713-784-4500b found for an angle point of said lot 18, and angle corner for aforesaid Block 3 of said Meridiana Section 35A;

4) THENCE, South 74°53'59" West, continuing along the south line of said Lot 18, the south line of aforesaid Block 3 of said Meridiana Section 35A common to the north line of said Meridiana Section 55A, for a distance of 20.52 feet to 5/8-inch capped iron rod stamped ηE.H.R.A. 713-784-4500b found for the southwest corner of said Lot 18, common to the southeast corner of said Lot 17;

5) THENCE, North 09°07'33" West, along the west line of said Lot 18, common to the east line of said Lot 17, for a distance of 117.14 feet to the POINT OF BEGINNING and containing 0.1536 acres of land.



AMENDING PLAT AREA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 74°53'59" W	20.52'

BENCHMARK:

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

MERIDIANA SECTION 35A AMENDING PLAT NO 1

BEING A SUBDIVISION OF 0.1536 ACRES OUT OF THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS; ALSO BEING AN AMENDING PLAT OF LOTS 18 AND 19, BLOCK 3 OF MERIDIANA SECTION 35A AS RECORDED UNDER BRAZORIA COUNTY PLAT RECORDS NUMBER 2024025315

2 LOTS 1 BLOCK

PURPOSE OF AMENDING PLAT:
TO REVISE LOT LINE

OWNER

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY
17220 KATY FREEWAY, SUITE 130,
HOUSTON, TX 77094
(281) 850-7049

OCTOBER, 2026

ENGINEER/SURVEYOR

EHRA
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPELS FIRM No(s).
F-726 & 10092300

ADICO
CONSULTING ENGINEERS

Friday, October 23, 2026

Adaris Serna
Civil-Surv Land Surveying, LLC
10590 West Office Dr., Suite 100
Houston, TX 77042
adaris@civil-surv.net

Re: Sierra Vista Center Replat No. 1
Letter of Recommendation to Approve - Updated
COIC Project No. 8348
Adico, LLC Project No. 710-26-002-033

Dear Mr. Serna:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Sierra Vista Center Replat No. 1, being +/- 7.971 acres within the H.T. & B. R.R. Survey, Abstract No. 288, located in the City of Iowa Colony, Texas, received on or about October 23, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 23, 2026.

Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 26, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Upon Planning and Zoning Commission action, the plat will be placed on the agenda for the October 16, 2026, City Council meeting for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
File: 710-26-002-033

APPROVED, ADICO, LLC, 10232026

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, PANJWANI ENERGY PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH AAMIR PANJWANI, OWNER; OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE DESCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREET OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY WHEREOF, PANJWANI ENERGY PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY; HAS CAUSED THESE PRESENTS TO BE SIGNED BY FEROZ PANJWANI, MANAGER, THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2026.

PANJWANI ENERGY PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
FEROZ PANJWANI, MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FEROZ PANJWANI, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: _____

COMMISSION EXPIRES: _____

I, CHRIS RHODES, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS THAT HAVE A DIAMETER OF NOT LESS THAN FIVE-EIGHTS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

_____
CHRIS RHODES, R.P.L.S.
TEXAS REGISTRATION NO. 6532

STATE OF TEXAS
REGISTERED
CHRIS RHODES
6532
PROFESSIONAL
LAND SURVEYOR

BENCHMARK ELEV. 54.41'

BRAZORIA DRAINAGE DISTRICT NUMBER 4 MONUMENT RP-1 BEING A BRASS CAP STAMPED "RP-1" SET IN A CONCRETE HEADWALL ALONG THE SOUTH SIDE OF STATE HIGHWAY 6 AT THE STREAM CENTERLINE OF RODEO PALMS DITCH. (NAVD 88)

FLOOD STATEMENT: THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND UNINCORPORATED AREAS, COMMUNITY NO. 485458, DATED DECEMBER 30, 2020, INDICATES THAT THIS TRACT IS WITHIN ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON MAP AND PANEL NO. 48039C0105K. THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

10590 WESTOFFICE DR. SUITE 100
HOUSTON, TEXAS 77042
Civil-Surv
Land Surveying,LLC
FIRM No. 10143800 OFFICE: (713) 839-9181
Email: michael@civil-surv.net

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
WL KENNEDY, MAYOR	DAVID HURST, CHAIRMAN
SYDNEY HARGRODER, COUNCIL MEMBER	LES HOSEY, MEMBER
ARNETTA HICKS-MURRAY, COUNCIL MEMBER	BRENDA DILLON, MEMBER
MARGARET MADARIAGA, COUNCIL MEMBER	DEMOND WOODS, MEMBER
TIMOTHY VARLACK, COUNCIL MEMBER	TERRY HAYES, MEMBER
MARQUETTE GREENE-SCOTT, COUNCIL MEMBER	ROBERT WALL, MEMBER
KAREEM BOYCE, COUNCIL MEMBER	DE'ANGELIQUE HARDEMAN, MEMBER
DINH HO, P.E., CITY ENGINEER	DATE
DATE	

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

REFERENCE ID #B230076

LEE WALDEN, P.E PRESIDENT	DATE	KERRY OSBURN VICE PRESIDENT	DATE
BRANDON MIDDLETON SECRETARY/TREASURER	DATE	DINH HO, P.E., DISTRICT ENGINEER	DATE

NOTE: PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HEREON. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

I, JOYCE HUDMAN, COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2026, AT _____ O'CLOCK _____M., AND DULY RECORDED ON _____, 2026 AT _____ O'CLOCK _____M., AND AT PLAT NO. _____ OF THE PLAT RECORDS OF BRAZORIA COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
JOYCE HUDMAN
COUNTY CLERK OF BRAZORIA COUNTY, TEXAS

BY: _____
DEPUTY

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE BASE FLOOD ELEVATION (BFE) OR TWO (2) FEET ABOVE NATURAL GRADE, WHICHEVER IS GREATER.

2. WITHIN MASTER PLANNED COMMUNITIES, SLAB ELEVATIONS (FINISHED FLOOR) MAY BE A MINIMUM OF ONE (1) FOOT ABOVE NATURAL GRADE PROVIDED THE SLAB ELEVATIONS REMAIN A MINIMUM OF TWO (2) FEET ABOVE THE BASE FLOOD ELEVATION (BFE).

3. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.

4. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.

5. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH THE EXCEPTION OF _____ WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.

6. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.

7. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.

8. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN PERCENT. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.

9. OTHER THAN SHOWN HERON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.

10. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24"I.D. OR EQUAL.

11. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.

12. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.

13. PROHIBITED USE OF 'METAL' PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).

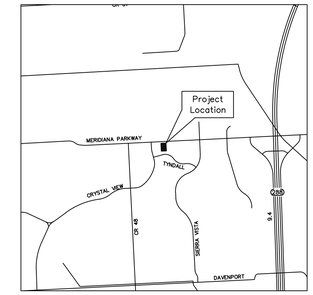
14. PROHIBITED USE OF 'RIP-RAP' IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).

15. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.

16. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT PRIOR TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.

17. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 'DEDICATED'DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.

18. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB -SECTION 1.5. PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.



VICINITY MAP
SCALE: 1" = 1/2 MI.

ABBREVIATIONS

AC.	= ACRE
A.E.	= AERIAL EASEMENT
B.L.	= BUILDING LINE
D.E.	= DRAINAGE EASEMENT
ESMT.	= EASEMENT
B.C.C.F.	= BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	= BRAZORIA COUNTY DEED RECORDS
B.C.P.R.	= BRAZORIA COUNTY PLAT RECORDS
No.	= NUMBER
PG.	= PAGE
R.O.W.	= RIGHT OF WAY
W.L.E.	= WATER LINE EASEMENT
SAN. SWR.	= SANITARY SEWER
STM. SWR.	= STORM SEWER
U.E.	= UTILITY EASEMENT
VOL.	= VOLUME
FND.	= FOUND
I.R	= IRON ROD
C.I.R.	= CAPPED IRON ROD
I.P.	= IRON PIPE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE FOLLOWING COMBINED SCALE FACTOR: 0.99986512211.
3. THIS PLAT HAS BEEN PREPARED UTILIZING A CITY PLANNING LETTER PREPARED BY TITLE HOUSTON HOLDINGS GF#7910-26-4445, DATED JULY 3, 2026.
4. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE CITY OF IOWA COLONY. FUTURE DEVELOPMENT OF THIS TRACT IS SUBJECT TO THE DEVELOPMENT AGREEMENT FOR STERLING LAKES AT IOWA COLONY AND SIERRA VISTA, AS APPROVED ON FEBRUARY 2016 AND AS AMENDED.
5. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR THIS RESERVE.

SIERRA VISTA CENTER REPLAT No. 1

A SUBDIVISION OF 7.9714 ACRES, BEING A REPLAT OF RESERVE "A" OF SIERRA VISTA CENTER, A SUBDIVISION OF RECORD IN PLAT No. 2023043692 OF THE B.C.P.R., LOCATED IN THE H.T. & B. R.R. Co. SURVEY, SECTION 51, ABSTRACT-288, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

REASON FOR REPLAT: TO CREATE FOUR RESERVES

1 BLOCK 0 LOTS 4 RESERVES

DATE: OCTOBER, 2026 JOB NO. 25208

SHEET 1 OF 2

APPROVED, ADICO, LLC, 10232026

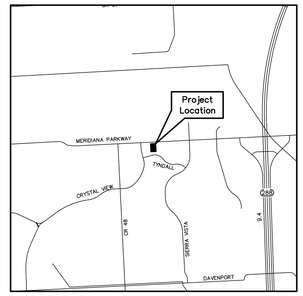
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FLOOD STATEMENT: THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND UNINCORPORATED AREAS, COMMUNITY NO. 485458, DATED DECEMBER 30, 2020, INDICATES THAT THIS TRACT IS WITHIN ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON MAP AND PANEL NO. 48039C0105K. THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 0°09'05" E	34.37'
L2	N 2°43'36" W	47.51'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	410.00'	37°48'20"	270.53'	N 85°30'19" W	265.65'
C2	500.00'	2°35'40"	22.64'	S 76°53'22" W	22.64'
C3	500.00'	3°51'57"	33.74'	S 76°15'14" W	33.73'
C4	25.00'	90°00'00"	39.27'	N 60°40'43" W	35.36'
C5	760.00'	5°43'20"	75.90'	N 12°49'04" W	75.87'
C6	510.00'	10°06'30"	89.98'	N 04°54'10" W	89.86'
C7	510.00'	2°52'39"	25.61'	N 01°17'01" W	25.61'
C8	35.00'	90°00'00"	54.98'	N 42°16'24" E	49.50'



VICINITY MAP
SCALE: 1" = 1/2 MI.

MERIDIANA PARKWAY
(120' R.O.W.)
(PLAT NO. 2020051576 – B.C.P.R.)

FND. 5/8" C.I.R.
X: 3100937.97
Y: 13724316.44

N 87°16'24" E 878.60'

FND. 5/8" C.I.R.
X: 3101815.45
Y: 13724358.23

259.72'
429.78'
189.10'
25' ENTERPRISE CRUDE PIPELINE LLC MAINTENANCE ESMT. B.C.C.F. NO. 2016055348 AND 2016056368
30' ETC NGL TRANSPORT, LLC ESMT. B.C.C.F. NO. 2012010807
25' B.L. B.C.C.F. NO. 2022054930
15' PARKING SETBACK AND L.E. B.C.C.F. NO. 2022054930
30' M2E3 PIPELINE ESMT. B.C.C.F. NO. 2020049260
5' ENTERPRISE CRUDE PIPELINE LLC MAINTENANCE ESMT. B.C.C.F. NO. 2016055348 AND 2016056368 ENCROACHMENT AGREEMENT B.C.C.F. NO. 2019046209
71' B.L. PLAT NO. 2023043692 B.C.P.R.

UNRESTRICTED RESERVE "A" BLOCK 1 SIERRA VISTA SEC 9 PLAT NO. 2023022997 B.C.P.R.

CRYSTAL VIEW DRIVE
(VARIABLE WIDTH R.O.W.)
(PLAT NO. 2019057867 – B.C.P.R.)

BLOCK 1
RESERVE "A–1"
2.644 ACRES
(115,161 SQUARE FEET)

BLOCK 1
RESERVE "A–2"
1.261 ACRES
(54,920 SQUARE FEET)

BLOCK 1
RESERVE "A–3"
2.764 ACRES
(120,382 SQUARE FEET)

BLOCK 1
RESTRICTED RESERVE "A–4"
1.303 ACRES
(56,776 SQUARE FEET)
RESTRICTED TO DETENTION AND DRAINAGE PURPOSES

N 02°43'37" W 290.43'
S 02°43'37" E 290.43'
S 02°43'36" E 313.39'
273.39'
40.09'
N 87°18'23" E 227.85'
S 87°18'23" W 246.59'
N 87°16'26" E 383.97'
38.92'
155.95'
L=30.46'
R=20.00'
D=87°15'37"
CHB=S43°38'32"W
CHD=27.60'
L=50.13'
R=70.00'
D=41°02'08"
CHB=N66°47'19"E
CHD=49.07'
0.7745 ACRE D.E. B.C.C.F. NO. 2021035910
1.0661 ACRE D.E. B.C.C.F. NO. 2025049071
S 00°00'38" W 107.86'
N 15°40'43" W 126.18'
S 23°23'50" W 131.97'
S 78°11'12" W 117.92'
S 74°19'17" W 103.13'
93.59'
24.33'
20' STM. SWR. ESMT. B.C.C.F. NO. 2019049730
10' SAN. SWR. ESMT. B.C.C.F. NO. 2019049731
25' SAN. SWR. ESMT. B.C.C.F. NO. 2019049731
10' B.L. PLAT NO. 2023043692 B.C.P.R.
10' W.L.E. B.C.C.F. NO. 2019060237
15' PARKING SETBACK AND L.E. B.C.C.F. NO. 2022054930
25' B.L. B.C.C.F. NO. 2022054930

TYNDALL MIST DRIVE
(VARIABLE WIDTH R.O.W.)
(PLAT NO. 2020051592 – B.C.P.R.

FND. 5/8" C.I.R.
SET 5/8" C.I.R.
FND. XCUT

BLOCK 1
SIERRA VISTA SEC 6
AMENDING PLAT NO. 1
PLAT NO.
2020051592
B.C.P.R.
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8

BLOCK 2
SIERRA VISTA SEC 6
AMENDING PLAT NO. 1
PLAT NO.
2020051592
B.C.P.R.

40 20 0 40 80 120
SCALE IN FEET
1" = 40'

SIERRA VISTA CENTER REPLAT No. 1

A SUBDIVISION OF 7.9714 ACRES, BEING A REPLAT OF RESERVE "A" OF SIERRA VISTA CENTER, A SUBDIVISION OF RECORD IN PLAT No. 2023043692 OF THE B.C.P.R., LOCATED IN THE H.T. & B. R.R. Co. SURVEY, SECTION 51, ABSTRACT–288, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

REASON FOR REPLAT: TO CREATE FOUR RESERVES

1 BLOCK 0 LOTS 4 RESERVES

DATE: OCTOBER, 2026 JOB NO. 25208

SHEET 2 OF 2

Civil-Surv
Land Surveying,LLC
10590 WESTOFFICE DR. SUITE 100
HOUSTON, TEXAS 77042
FIRM No. 10143800 OFFICE: (713) 839-9181
Email: michael@civil-surv.net

ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

David Morales
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
dmorales@quiddity.com

Re: Wynserra Section 1 Final Plat
+/-18.58 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8493
ALLC Project No. 710-26-002-038

Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Section 1 Final Plat, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 20, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

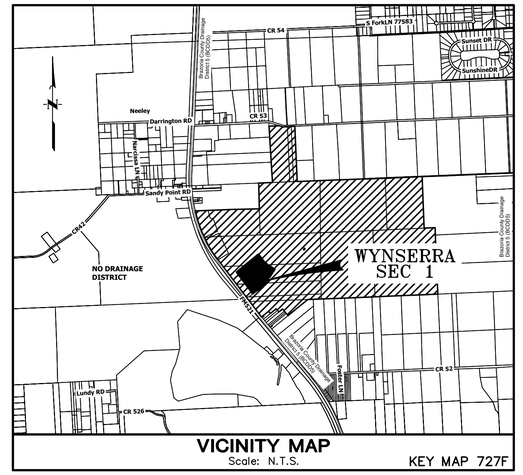
Cc: Kayleen Rosser
File: 710-26-002-038

RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.5002 AC
21,789 Sq. Ft.

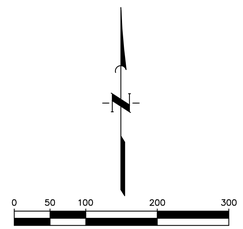
RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.3417 AC
14,886 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.1990 AC
8,669 Sq. Ft.





VICINITY MAP
Scale: N.T.S.
KEY MAP 727F



LEGEND:

AC	"Acres"
A.E.	"Aerial Easement"
BL	"Building Line"
B.C.D.R.	"Brazoria County Deed Records"
C.C.F.	"County Clerk's File"
DE	"Drainage Easement"
DU	"Dwelling Unit"
Esmt.	"Easement"
FND	"Found"
O.P.R.B.C.	"Official Public Records, Brazoria County"
No.	"Number"
POB	"Point of Beginning"
PUE	"Public Utility Easement"
ROW	"Right-of-Way"
SSE	"Sanitary Sewer Easement"
Sq. Ft.	"Square Feet"
STM SE	"Storm Sewer Easement"
UE	"Utility Easement"
VOL. _, PG _	"Volume and Page"
WLE	"Waterline Easement"
(1)	"Block Number"
●	"Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"
	"Street Name Break"

GENERAL NOTES:

1. One-foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
3. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
5. All building lines along street rights-of-way are as shown on the plat.
6. Sidewalks must be constructed as part of the issuance of a building permit.
7. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
8. The final plat will expire two (2) years after final approval by the City Council if construction or the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
9. There are no pipeline easements, or pipelines within the boundaries of this plat.
10. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
11. This plat is subject to approval of adjacent Wynserra Street Dedication and Reserves Sec 1 plat.
12. This plat lies within Brazoria County Municipal Utility District No. 90.
13. This plat contains Type II lots and is subject to such regulations defined in the Development Agreement between Maple Farms Holding and the City of Iowa Colony dated August 12, 2024.
14. Utility Easements to be dedicated with adjacent Wynserra Sec 2 Plat.

BRAZORIA DRAINAGE DISTRICT #5 SPECIAL NOTES:

1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation (BFE) or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5 shall have the right, but not the obligation to enter upon drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5
6. The rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the residential site is limited to an average impervisouness of no more than 40 percent. The drainage and/or detention system has been designed with the assumption that this average percent, impervisousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown heron, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tile or other (including driveway culverts) will be minimum 24" I.D or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & N2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All Dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.

FINAL PLAT OF
WYNSERRA
SEC 1

A SUBDIVISION OF 18.58 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

81 LOTS 3 RESERVES 3 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10065100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	2035.00'	0°31'58"	18.93'	N36°36'42"E	18.93'	9.46'
C2	1840.00'	6°04'46"	195.23'	S33°50'19"W	195.14'	97.71'
C3	25.00'	92°45'15"	40.47'	S77°10'33"W	36.19'	26.23'
C4	25.00'	92°59'45"	40.58'	S09°59'20"E	36.27'	26.34'
C5	1460.00'	9°53'41"	252.13'	S41°27'23"W	251.82'	126.38'
C6	650.00'	12°44'24"	144.53'	S52°46'25"W	144.23'	72.56'
C7	2000.00'	5°57'49"	208.17'	S56°09'43"W	208.07'	104.18'
C8	5000.00'	2°01'03"	176.06'	S51°26'41"W	176.05'	88.04'
C9	25.00'	90°00'00"	39.27'	S05°26'09"W	35.36'	25.00'
C10	25.00'	48°11'23"	21.03'	S63°39'32"E	20.41'	11.18'
C11	50.00'	276°22'46"	241.19'	N50°26'09"E	66.67'	44.72'
C12	25.00'	48°11'23"	21.03'	N15°28'09"W	20.41'	11.18'
C13	25.00'	90°00'00"	39.27'	N84°33'51"W	35.36'	25.00'
C14	25.00'	23°04'26"	10.07'	N61°58'22"E	10.00'	5.10'
C15	50.00'	133°24'13"	116.42'	S06°48'29"W	91.85'	116.11'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C16	50.00'	87°15'21"	76.15'	S06°48'29"W	69.00'	47.66'
C17	25.00'	23°04'26"	10.07'	N48°21'25"W	10.00'	5.10'
C18	25.00'	82°00'59"	35.79'	N33°14'31"W	32.81'	21.74'
C19	25.00'	48°11'23"	21.03'	N31°51'40"E	20.41'	11.18'
C20	50.00'	276°22'46"	241.19'	S82°14'01"E	66.67'	44.72'
C21	25.00'	48°11'23"	21.03'	S16°19'43"E	20.41'	11.18'
C22	25.00'	82°00'59"	35.79'	S48°46'28"W	32.81'	21.74'
C23	310.00'	112°22'52"	608.04'	N86°59'22"E	515.15'	462.91'
C24	25.00'	91°15'10"	39.82'	S77°53'12"W	35.74'	25.55'
C25	25.00'	87°17'09"	38.09'	S12°50'38"E	34.51'	23.84'
C26	25.00'	88°37'50"	38.67'	N13°30'59"W	34.93'	24.41'
C27	25.00'	48°11'23"	21.03'	N81°55'36"W	20.41'	11.18'
C28	50.00'	276°22'46"	241.19'	S32°10'06"W	66.67'	44.72'
C29	25.00'	48°11'23"	21.03'	S33°44'13"E	20.41'	11.18'
C30	25.00'	88°36'33"	38.66'	N77°51'49"E	34.92'	24.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S37°14'03"E	178.21'
L2	S37°32'53"E	119.01'
L3	S49°29'40"E	240.64'
L4	S53°07'18"E	195.00'
L5	S30°47'56"W	98.22'
L6	S33°30'47"W	100.00'
L7	S53°10'53"W	26.77'
L8	N39°33'51"W	251.62'
L9	N50°26'09"E	543.59'
L11	N36°49'12"W	189.39'
L12	N07°45'59"E	103.12'
L13	N07°45'59"E	0.70'
L14	N07°45'59"E	0.70'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N56°29'13"W	141.61'
L16	N30°47'56"E	234.70'
L17	N57°49'54"W	146.39'
L18	N32°03'57"E	158.11'
L19	N59°50'27"W	100.19'
L20	S84°35'24"W	97.39'
L21	S56°53'07"W	69.49'
L22	N32°38'23"E	87.81'
L23	N14°08'38"W	147.81'
L24	N63°24'42"E	125.11'
L25	N52°50'55"E	83.19'
L26	N40°19'09"E	90.81'
L27	N32°41'47"E	55.96'

LINE TABLE		
LINE	BEARING	DISTANCE
L28	N11°53'43"W	14.24'
L29	N50°59'58"E	204.48'
L30	N50°26'09"E	71.88'
L31	N66°34'04"E	32.39'
L32	N39°33'51"W	111.00'
L33	N29°07'29"W	190.22'
L34	S59°40'07"E	157.84'
L35	N30°31'41"E	121.64'
L36	S40°16'42"W	45.83'
L37	S56°14'44"W	45.83'
L38	S72°12'46"W	45.83'
L39	S88°10'47"W	45.83'
L40	N75°51'11"W	45.83'

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N59°53'10"W	45.83'
L42	S43°50'57"E	46.45'
L43	S31°45'14"E	105.54'
L44	S39°33'51"E	111.00'
L45	S36°45'47"W	49.33'
L46	N33°50'19"E	98.67'
L47	S31°10'35"W	49.33'
L48	S31°10'35"W	50.00'
L49	S30°47'56"W	40.00'
L50	S75°47'56"W	14.14'

LOT SUMMARY TABLE

BLOCK	LOT	AREA	BLOCK	LOT	AREA
1	1	6,521	3	1	6,639
1	2	7,053	3	2	6,073
1	3	7,416	3	3	6,082
1	4	9,697	3	4	6,030
1	5	10,764	3	5	6,000
1	6	9,412	3	6	6,220
1	7	10,117	3	7	7,876
1	8	10,444	3	8	6,565
1	9	9,779	3	9	7,826
1	10	9,544	3	10	7,102
1	11	11,385	3	11	8,018
1	12	7,608	3	12	11,225
1	13	9,223	3	13	8,503
1	14	7,340	3	14	8,479
1	15	6,659	3	15	7,813
1	16	6,250	3	16	6,369
1	17	6,250	3	17	6,437
1	18	6,250	3	18	6,266
1	19	6,527	3	19	7,510
1	20	11,947	3	20	7,801
1	21	11,615	3	21	6,417
1	22	6,434	3	22	6,332
1	23	6,250	3	23	6,111
1	24	6,250	3	24	7,537
1	25	6,250	3	25	7,573
1	26	6,250	3	26	7,573
1	27	6,250	3	27	7,573
1	28	6,250	3	28	7,573
1	29	6,250	3	29	7,573
1	30	6,249	3	30	7,573
1	31	6,249	3	31	8,221
1	32	6,249	3	32	6,686
1	33	6,274	3	33	8,162
1	34	6,315	3	34	10,480
1	35	6,353	3	35	10,515
1	36	7,019	3	36	10,343
			3	37	10,008
BLOCK	LOT	AREA	3	38	6,307
2	1	6,394	3	39	7,912
2	2	6,396			
2	3	6,396			
2	4	6,388			
2	5	6,258			
2	6	6,198			

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 18.58 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Official Public Records Brazoria County (OPRBC); said 18.58 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found 5/8-inch iron rod with cap stamped "Miller Survey" being in the west line of said 706.497 acre tract common with the north corner of a called 6.198 acre tract of land conveyed to 521 Opportunity, LLC by Special Warranty Deed recorded in Clerk's File No. 2024023665 of the Brazoria County Deed Records (BCDR), from which a found 5/8-inch iron rod with cap stamped "Miller Survey" bears South 50°26'09" West, 315.36 feet;

THENCE, departing said common line, over and across said 706.497 acre tract, North 50°26'15" East, 916.49 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, along the west line of proposed Wynserra Section 2, the following five (5) courses and distances:

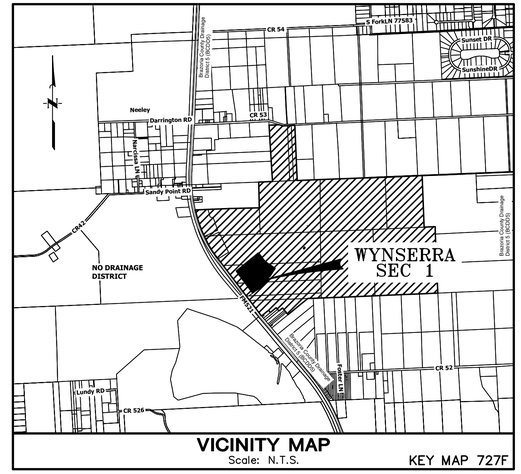
1. South 37°14'03" East, 178.21 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. South 37°32'53" East, 119.01 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. South 49°29'40" East, 240.64 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a non-tangent curve to the right;
4. Along the arc of said non-tangent curve to the right having a radius of 2035.00 feet, a central angle of 00°31'58", an arc length of 18.93 feet, and a long chord bearing North 36°36'42" East, 18.93 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
5. South 53°07'18" East, 195.00 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being in the north line of proposed Wynserra STD & Reserves, at the beginning of a non-tangent curve to the left;

THENCE, departing said west line, along the north line of said proposed Wynserra STD & Reserves, the following nine (9) courses and distances:

1. Along the arc of said non-tangent curve to the left having a radius of 1840.00 feet, a central angle of 06°04'46", an arc length of 195.23 feet, and a long chord bearing South 33°50'19" West, 195.14 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. South 30°47'56" West, 98.22 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a curve to the right;
3. Along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 92°45'15", an arc length of 40.47 feet, and a long chord bearing South 77°10'33" West, 36.19 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
4. South 33°30'47" West, 100.00 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a non-tangent curve to the right;
5. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 92°59'45", an arc length of 40.58 feet, and a long chord bearing South 09°59'20" East, 36.27 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a compound curve to the right;
6. Along the arc of said compound curve to the right having a radius of 1460.00 feet, a central angle of 09°53'41", an arc length of 252.13 feet, and a long chord bearing South 41°27'23" West, 251.82 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a compound curve to the right;
7. Along the arc of said compound curve to the right having a radius of 650.00 feet, a central angle of 12°44'24", an arc length of 144.53 feet, and a long chord bearing South 52°46'25" West, 144.23 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a reverse curve to the left;
8. Along the arc of said reverse curve to the left having a radius of 2000.00 feet, a central angle of 05°57'49", an arc length of 208.17 feet, and a long chord bearing South 56°09'43" West, 208.07 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
9. South 53°10'53" West, 26.77 feet to a found 5/8-inch iron rod with cap stamped "Miller Survey" being the east corner of the aforementioned 6.198 acre tract;

THENCE, North 36°49'12" West, 864.58 feet to the POINT OF BEGINNING, CONTAINING 18.58 acres of land in Brazoria County, Texas.

LOT TYPE TABLE			
PLAT	TYPE I-60'	TYPE II-50'	TYPE III-40'
WYNSERRA SEC 1		81	
TOTAL		81	



VICINITY MAP
Scale: N.T.S.

KEY MAP 727F

PARKLAND BANK									
PLAT	NUMBER OF LOTS	PARKLAND REQUIREMENT (1 AC/54 DU) 46 AC	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK CREDIT (100%)	DRAINAGE/ DETENTION	DRAINAGE/ DETENTION (50%)	PARK CREDIT PROVIDED (AC)	PARKLAND TAKEN FROM BANK (AC)	REMAINING PARK CREDIT (AC)
WYNSERRA STD AND RESERVES SEC 1	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48
WYNSERRA SEC 1	81	1.50	1.04	1.04	0.00	0.00	1.04	0.46	25.02
TOTAL	81	1.50	4.30	4.30	44.44	22.22	26.52		25.02

FINAL PLAT OF
WYNSERRA
SEC 1

A SUBDIVISION OF 18.58 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

81 LOTS 3 RESERVES 3 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware limited liability company, acting by and through _____, _____ being an officer of DPR TX 5, LLC, a Delaware Limited Liability Company, owner hereinafter referred to as Owners of the 18.58 acre tract described in the above and foregoing map of Wynserra Sec 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware limited liability company has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__,

DRP TX 5, LLC,
a Delaware limited liability company

By: DW General Partner, LLC
a Delaware limited liability company
Its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ Date
Lee Walden, P.E.
President

_____ Date
Kerry Osburn
Vice President

_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer

This is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_

_____
Dinh V. Ho, P.E.

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 1 as shown hereon.

_____
David Hurst, Chairman

_____
Demond Woods

_____
Brenda Dillon

_____
Terry Hayes

_____
Les Hosey

_____
Robert Wall

_____
De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 1 as shown hereon.

_____
Wil Kennedy, Mayor

_____
Margaret Madariaga

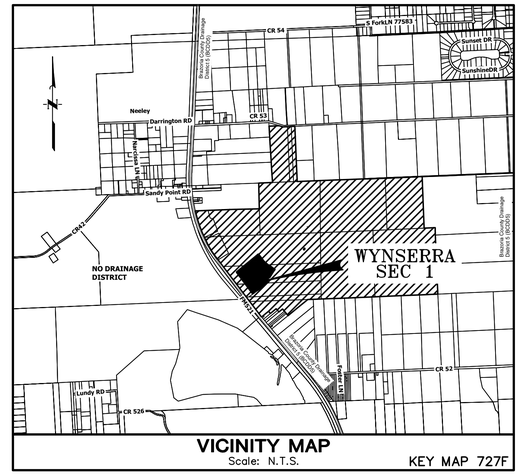
_____
Arnetta Hicks-Murray

_____
Marquette Greene-Scott

_____
Timothy Varlack

_____
Kareem Boyce

_____
Sydney Hargroder



VICINITY MAP
Scale: N.T.S.
KEY MAP 727F

FINAL PLAT OF
WYNSERRA
SEC 1

A SUBDIVISION OF 18.58 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

81 LOTS 3 RESERVES 3 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
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713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

SHEET 3 OF 3

ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

Alexandra Ruiz
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
alruiz@quiddity.com

Re: Wynserra Section 2 Final Plat
+/-17.83 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8494
ALLC Project No. 710-26-002-039

Dear Ms. Ruiz:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Section 2 Final Plat, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 20, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-039

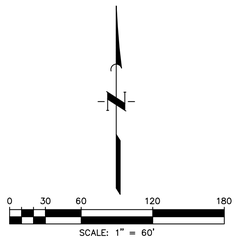
RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.3858 AC
16,805 Sq. Ft.

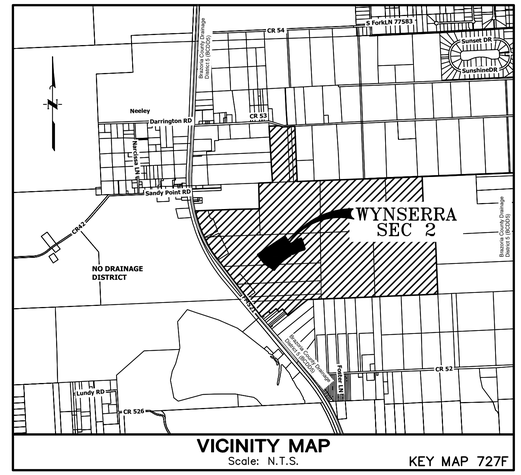
RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0872 AC
3,798 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0947 AC
4,126 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.5114 AC
22,276 Sq. Ft.







LEGEND:
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
B.C.D.R. . . . "Brazoria County Deed Records"
C.C.F. . . . . "County Clerk's File"
DE . . . . . "Drainage Easement"
DU . . . . . "Dwelling Unit"
ESMT . . . . . "Easement"
FND . . . . . "Found"
O.P.R.B.C. . . . "Official Public Records, Brazoria County"
No . . . . . "Number"
POB . . . . . "Point of Beginning"
PUE . . . . . "Public Utility Easement"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . . . "Storm Sewer Easement"
Temp . . . . . "Temporary"
UE . . . . . "Utility Easement"
VOL. _, PG._ . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1) . . . . . "Block Number"
● . . . . . "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"
. . . . . "Street Name Break"

GENERAL NOTES:

1. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
2. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain.
3. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
4. All building lines along street rights-of-way are as shown on the plat.
5. Sidewalks must be constructed as part of the issuance of a building permit.
6. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
7. The final plat will expire two (2) years after final approval by the City Council if construction of the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
8. This plat lies within Brazoria County Municipal Utility District No. 90.
9. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
10. This plat is subject to approval of adjacent Wynserra Street Dedication and Reserves Sec 1 plat.
11. This plat contains Type III lots and is subject to such regulations defined in the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 NOTES:

1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the residential site is limited to an average imperviousness of no more than 40 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be a minimum of 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No. 2007-06 & No. 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No. 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT OF
WYNSERRA
SEC 2

A SUBDIVISION OF 17.83 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

107 LOTS 4 RESERVES 4 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713-783-6702

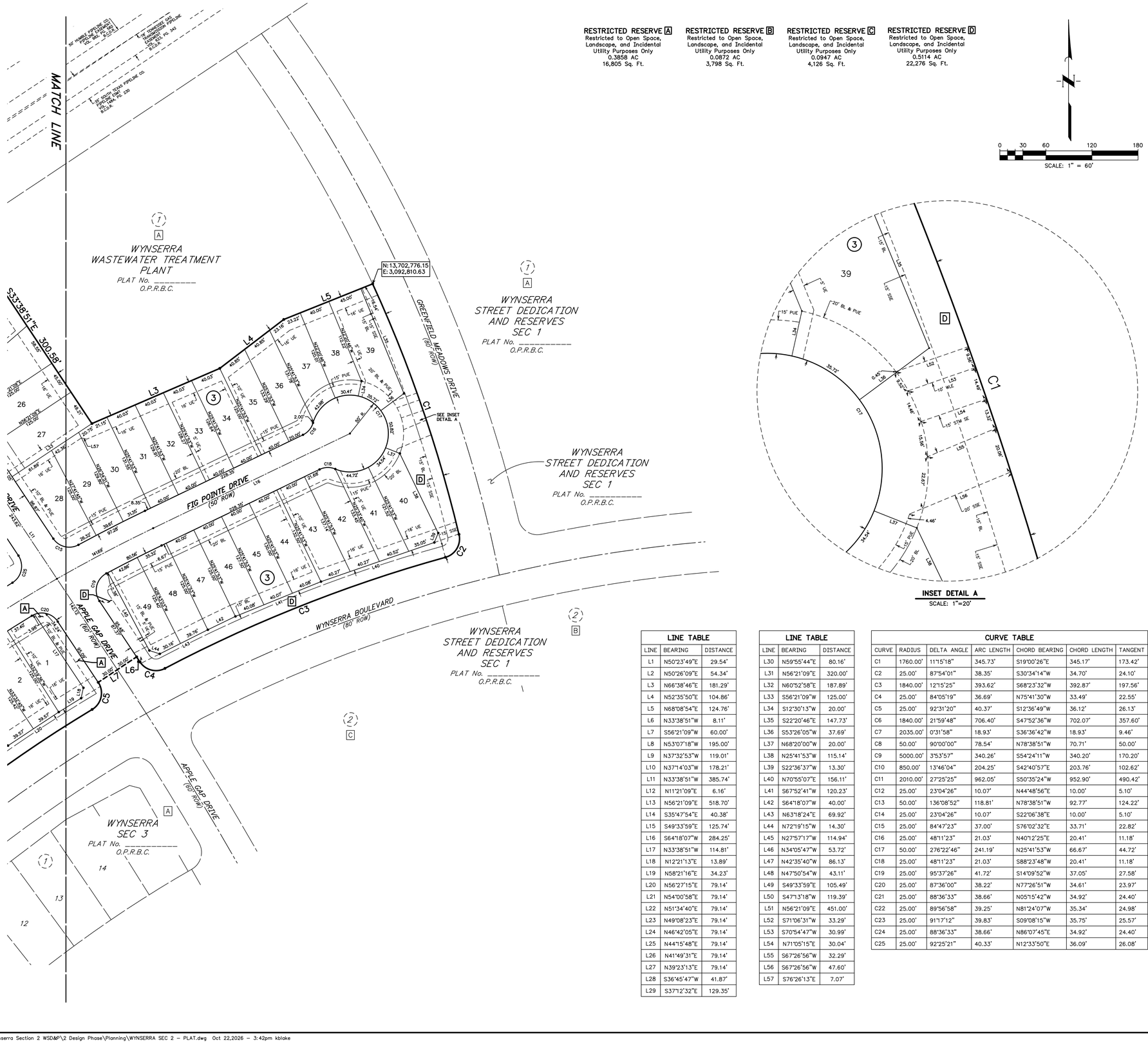
ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

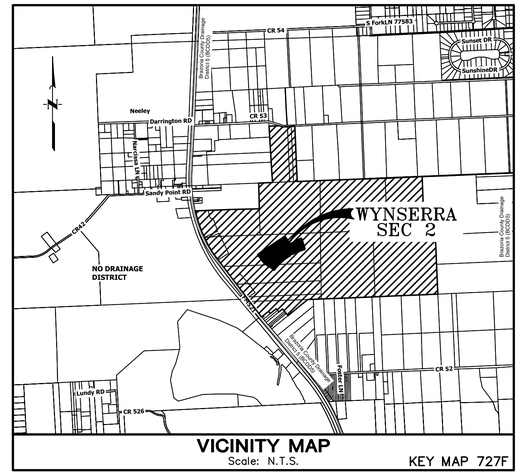
RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.3858 AC
16,805 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0872 AC
3,798 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0947 AC
4,126 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.5114 AC
22,276 Sq. Ft.





VICINITY MAP
Scale: N.T.S.
KEY MAP 727F

LEGEND:
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
B.C.D.R. . . . . "Brazoria County Deed Records"
C.C.F. . . . . "County Clerk's File"
DE . . . . . "Drainage Easement"
DU . . . . . "Dwelling Unit"
ESMT . . . . . "Easement"
FND . . . . . "Found"
O.P.R.B.C. . . . "Official Public Records, Brazoria County"
No . . . . . "Number"
POB . . . . . "Point of Beginning"
PUE . . . . . "Public Utility Easement"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . . . "Storm Sewer Easement"
Temp . . . . . "Temporary"
UE . . . . . "Utility Easement"
VOL. ___ PG.___ . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1) . . . . . "Block Number"
● . . . . . "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"
⌐ . . . . . "Street Name Break"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N50°23'49"E	29.54'
L2	N50°26'09"E	54.34'
L3	N66°38'46"E	181.29'
L4	N52°35'50"E	104.86'
L5	N68°08'54"E	124.76'
L6	N33°38'51"W	8.11'
L7	S56°21'09"W	60.00'
L8	N53°07'18"W	195.00'
L9	N37°32'53"W	119.01'
L10	N37°14'03"W	178.21'
L11	N33°38'51"W	385.74'
L12	N11°21'09"E	6.16'
L13	N56°21'09"E	518.70'
L14	S35°47'54"E	40.38'
L15	S49°33'59"E	125.74'
L16	S64°18'07"W	284.25'
L17	N33°38'51"W	114.81'
L18	N12°21'13"E	13.89'
L19	N58°21'16"E	34.23'
L20	N56°27'15"E	79.14'
L21	N54°00'58"E	79.14'
L22	N51°34'40"E	79.14'
L23	N49°08'23"E	79.14'
L24	N46°42'05"E	79.14'
L25	N44°15'48"E	79.14'
L26	N41°49'31"E	79.14'
L27	N39°23'13"E	79.14'
L28	S36°45'47"W	41.87'
L29	S37°12'32"E	129.35'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N59°55'44"E	80.16'
L31	N56°21'09"E	320.00'
L32	N60°52'58"E	187.89'
L33	S56°21'09"W	125.00'
L34	S12°30'13"W	20.00'
L35	S22°20'46"E	147.73'
L36	S53°26'05"W	37.69'
L37	N68°20'00"W	20.00'
L38	N25°41'53"W	115.14'
L39	S22°36'37"W	13.30'
L40	N70°55'07"E	156.11'
L41	S67°52'41"W	120.23'
L42	S64°18'07"W	40.00'
L43	N63°18'24"E	69.92'
L44	N72°19'15"W	14.30'
L45	N27°57'17"W	114.94'
L46	N34°05'47"W	53.72'
L47	N42°35'40"W	86.13'
L48	N47°50'54"W	43.11'
L49	S49°33'59"E	105.49'
L50	S47°13'18"W	119.39'
L51	N56°21'09"E	451.00'
L52	S71°06'31"W	33.29'
L53	S70°54'47"W	30.99'
L54	N71°05'15"E	30.04'
L55	S67°26'56"W	32.29'
L56	S67°26'56"W	47.60'
L57	S76°26'13"E	7.07'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1760.00'	11°15'18"	345.73'	S19°00'26"E	345.17'	173.42'
C2	25.00'	87°54'01"	38.35'	S30°34'14"W	34.70'	24.10'
C3	1840.00'	12°15'25"	393.62'	S68°23'32"W	392.87'	197.56'
C4	25.00'	84°05'19"	36.69'	N75°41'30"W	33.49'	22.55'
C5	25.00'	92°31'20"	40.37'	S12°36'49"W	36.12'	26.13'
C6	1840.00'	21°59'48"	706.40'	S47°52'36"W	702.07'	357.60'
C7	2035.00'	0°31'58"	18.93'	S36°36'42"W	18.93'	9.46'
C8	50.00'	90°00'00"	78.54'	N78°38'51"W	70.71'	50.00'
C9	5000.00'	3°53'57"	340.26'	S54°24'11"W	340.20'	170.20'
C10	850.00'	13°46'04"	204.25'	S42°40'57"E	203.76'	102.62'
C11	2010.00'	27°25'25"	962.05'	S50°35'24"W	952.90'	490.42'
C12	25.00'	23°04'26"	10.07'	N44°48'56"E	10.00'	5.10'
C13	50.00'	136°08'52"	118.81'	N78°38'51"W	92.77'	124.22'
C14	25.00'	23°04'26"	10.07'	S22°06'38"E	10.00'	5.10'
C15	25.00'	84°47'23"	37.00'	S76°02'32"E	33.71'	22.82'
C16	25.00'	48°11'23"	21.03'	N40°12'25"E	20.41'	11.18'
C17	50.00'	276°22'46"	241.19'	N25°41'53"W	66.67'	44.72'
C18	25.00'	48°11'23"	21.03'	S88°23'48"W	20.41'	11.18'
C19	25.00'	95°37'26"	41.72'	S14°09'52"W	37.05'	27.58'
C20	25.00'	87°36'00"	38.22'	N77°26'51"W	34.61'	23.97'
C21	25.00'	88°36'33"	38.66'	N05°15'42"W	34.92'	24.40'
C22	25.00'	89°56'58"	39.25'	N81°24'07"W	35.34'	24.98'
C23	25.00'	91°17'12"	39.83'	S09°08'15"W	35.75'	25.57'
C24	25.00'	88°36'33"	38.66'	N86°07'45"E	34.92'	24.40'
C25	25.00'	92°25'21"	40.33'	N12°33'50"E	36.09'	26.08'

FINAL PLAT OF
WYNSERRA
SEC 2

A SUBDIVISION OF 17.83 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

107 LOTS **4 RESERVES** **4 BLOCKS**

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

K:\30006\30006-0008-01 Wynserra Section 2 WSD&P\2 Design Phase\Planning\WYNSERRA SEC 2 - PLAT.dwg Oct 22,2026 - 3:42pm kblake

LOT SUMMARY TABLE

BLOCK	LOT	AREA
1	1	5,302
1	2	5,124
1	3	5,124
1	4	5,124
1	5	5,124
1	6	5,124
1	7	5,124
1	8	5,124
1	9	5,124
1	10	5,124
1	11	5,124
1	12	5,124
1	13	5,124
1	14	5,124
1	15	5,124
1	16	5,124
1	17	5,124
1	18	5,424

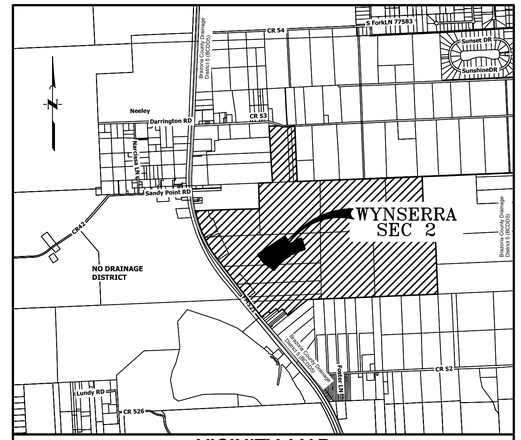
BLOCK	LOT	AREA
2	1	6,185
2	2	5,399
2	3	5,626
2	4	5,761
2	5	5,987
2	6	5,989
2	7	7,019

BLOCK	LOT	AREA
3	1	5,919
3	2	5,295
3	3	5,223
3	4	5,160
3	5	5,111
3	6	5,075
3	7	5,052
3	8	5,031
3	9	5,000
3	10	5,000
3	11	5,000
3	12	4,950
3	13	4,850
3	14	4,800
3	15	4,800
3	16	4,800
3	17	4,800
3	18	4,800
3	19	4,800
3	20	4,800
3	21	4,791
3	22	5,988
3	23	9,635
3	24	9,214
3	25	6,207
3	26	5,625
3	27	6,151
3	28	6,664
3	29	5,202
3	30	5,355
3	31	5,229
3	32	5,164
3	33	5,098
3	34	5,033
3	35	5,166
3	36	5,437
3	37	5,238
3	38	4,884
3	39	6,967
3	40	5,721
3	41	4,969
3	42	5,555
3	43	5,393
3	44	5,250
3	45	5,150
3	46	5,050
3	47	5,000
3	48	5,119
3	49	5,149

BLOCK	LOT	AREA
4	1	6,013
4	2	4,775
4	3	4,802
4	4	4,867
4	5	4,917
4	6	5,002
4	7	5,122
4	8	5,276
4	9	5,466
4	10	5,693
4	11	5,926
4	12	5,979
4	13	7,609
4	14	6,878
4	15	5,305
4	16	5,594
4	17	5,649
4	18	5,649
4	19	6,973
4	20	6,448
4	21	5,186
4	22	4,929
4	23	4,800
4	24	4,800
4	25	4,800
4	26	4,800
4	27	4,800
4	28	4,800
4	29	4,800
4	30	4,800
4	31	4,800
4	32	4,800
4	33	5,986

LOT TYPE TABLE			
PLAT	TYPE I–60'	TYPE II–50'	TYPE III–40'
WYNSERRA SEC 1		81	
WYNSERRA SEC 2			107
TOTAL		81	107

PARKLAND BANK									
PLAT	NUMBER OF LOTS	PARKLAND REQUIREMENT (1 AC/54 DU) 46 AC	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK CREDIT (100%)	DRAINAGE/ DETENTION	DRAINAGE/ DETENTION (50%)	PARK CREDIT PROVIDED (AC)	PARKLAND TAKEN FROM BANK (AC)	REMAINING PARK CREDIT (AC)
WYNSERRA STD AND RESERVES SEC 1	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48
WYNSERRA SEC 1	81	1.50	1.04	1.04	0.00	0.00	1.04	0.46	25.02
WYNSERRA SEC 2	107	1.98	1.08	1.08	0.00	0.00	1.08	0.90	24.12
TOTAL	188	3.48	5.38	5.38	44.44	22.22	27.60	——	24.12



VICINITY MAP
Scale: N.T.S.
KEY MAP 727F

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 17.83 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Official Public Records Brazoria County (OPRBC); said 17.83 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found 5/8–inch iron rod with cap stamped "Miller Survey" being in the west line of said 706.497 acre tract common with the north corner of a called 6.198 acre tract of land conveyed to 521 Opportunity, LLC by Special Warranty Deed recorded in Clerk's File No. 2024023665 of the Brazoria County Deed Records (BCDR) and the west corner of proposed Wynserra Section 1, from which a found 5/8–inch iron rod with cap stamped "Miller Survey" bears South 36°49'12" East, 864.58 feet;

THENCE, North 50°26'15" East, departing said west line, along the north line of said proposed Section 1, 916.49 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, over and across said 706.497 acre tract, the following three (3) courses and distances:

1. North 50°23'49" East, 29.54 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. North 50°26'09" East, 54.34 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 56°21'09" East, 984.84 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being the west corner of proposed Wynserra Wastewater Treatment Plant;

THENCE, South 33°38'51" East, along the west line of said proposed Wynserra Wastewater Treatment Plant, 300.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being the south corner of said proposed Wastewater Treatment Plant;

THENCE, departing said west line, along the south line of said Wastewater Treatment Plant, the following three (3) courses and distances:

1. North 66°38'46" East, 181.29 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. North 52°35'50" East, 104.86 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 68°08'54" East, 124.76 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being the east corner of said Waste Water Treatment Plant, at the beginning of a non–tangent curve to the right;

THENCE, along the west line of proposed Wynserra STD & Reserves, along the arc of said non–tangent curve to the right having a radius of 1760.00 feet, a central angle of 11°15'18", an arc length of 345.73 feet, and a long chord bearing South 19°00'26" East, 345.17 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a compound curve to the right;

THENCE, along the north line of said STD & Reserves, the following seven (7) courses and distances:

1. Along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 87°54'01", an arc length of 38.35 feet, and a long chord bearing South 30°34'14" West, 34.70 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a reverse curve to the left;
2. Along the arc of said reverse curve to the left having a radius of 1840.00 feet, a central angle of 12°15'25", an arc length of 393.62 feet, and a long chord bearing South 68°23'32" West, 392.87 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a reverse curve to the right;
3. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 84°05'19", an arc length of 36.69 feet, and a long chord bearing North 75°41'30" West, 33.49 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
4. North 33°38'51" West, 8.11 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
5. South 56°21'09" West, 60.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of non–tangent curve to the right;
6. Along the arc of said non–tangent curve to the right having a radius of 25.00 feet, a central angle of 92°31'20", an arc length of 40.37 feet, and a long chord bearing South 12°36'49" West, 36.12 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a reverse curve to the left;
7. Along the arc of said reverse curve to the left having a radius of 1840.00 feet, a central angle of 21°59'48", an arc length of 706.40 feet, and a long chord bearing South 47°52'36" West, 702.07 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being the east corner of proposed Wynserra Section 1;

THENCE, along the east line of said proposed section 1, the following five (5) courses and distances:

1. North 53°07'18" West, 195.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of non–tangent curve to the left;
2. Along the arc of said non–tangent curve to the left having a radius of 2035.00 feet, a central angle of 00°31'58", an arc length of 18.93 feet, and a long chord bearing South 36°36'42" West, 18.93 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 49°29'40" West, 240.64 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
4. North 37°32'53" West, 119.01 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
5. North 37°14'03" West, 178.21 feet to the POINT OF BEGINNING, CONTAINING 17.83 acres of land in Brazoria County, Texas.

FINAL PLAT OF WYNSERRA SEC 2

A SUBDIVISION OF 17.83 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

107 LOTS 4 RESERVES 4 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713–783–6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-26290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware limited liability company, acting by and through _____, _____, owner hereinafter referred to as Owners of the 17.83 acre tract described in the above and foregoing map of **Wynserra Sec 2**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware limited liability company, has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__.

DRP TX 5, LLC,
a Delaware limited liability company

By: DW General Partner, LLC,
a Delaware limited liability company
its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ Date
Lee Walden, P.E.
President

_____ Date
Kerry Osburn
Vice President

_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer

This is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_

_____
Dinh V. Ho, P.E.

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 2 as shown hereon.

_____
David Hurst, Chairman

_____
Demond Woods

_____
Brenda Dillon

_____
Terry Hayes

_____
Les Hosey

_____
Robert Wall

_____
De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 2 as shown hereon.

_____
Wil Kennedy, Mayor

_____
Margaret Madariaga

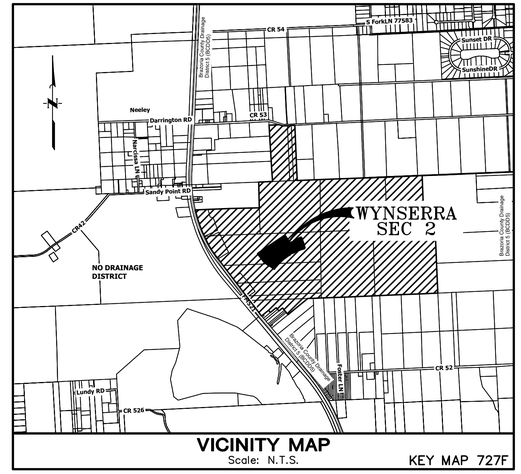
_____
Arnetta Hicks-Murray

_____
Marquette Greene-Scott

_____
Timothy Varlack

_____
Kareem Boyce

_____
Sydney Hargroder



VICINITY MAP
Scale: N.T.S.
KEY MAP 727F

FINAL PLAT OF
WYNSERRA
SEC 2

A SUBDIVISION OF 17.83 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

107 LOTS **4 RESERVES** **4 BLOCKS**

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

David Morales
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
dmorales@quiddity.com

Re: Wynserra Section 3 Final Plat
+/-26.57 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8495
ALLC Project No. 710-26-002-043

Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Section 3 Final Plat, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 20, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-043

RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.7374 AC
32,122 Sq. Ft.

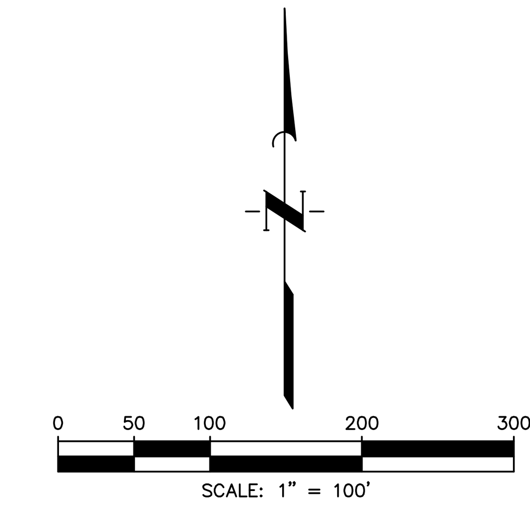
RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.1487 AC
6,479 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.3080 AC
13,417 Sq. Ft.

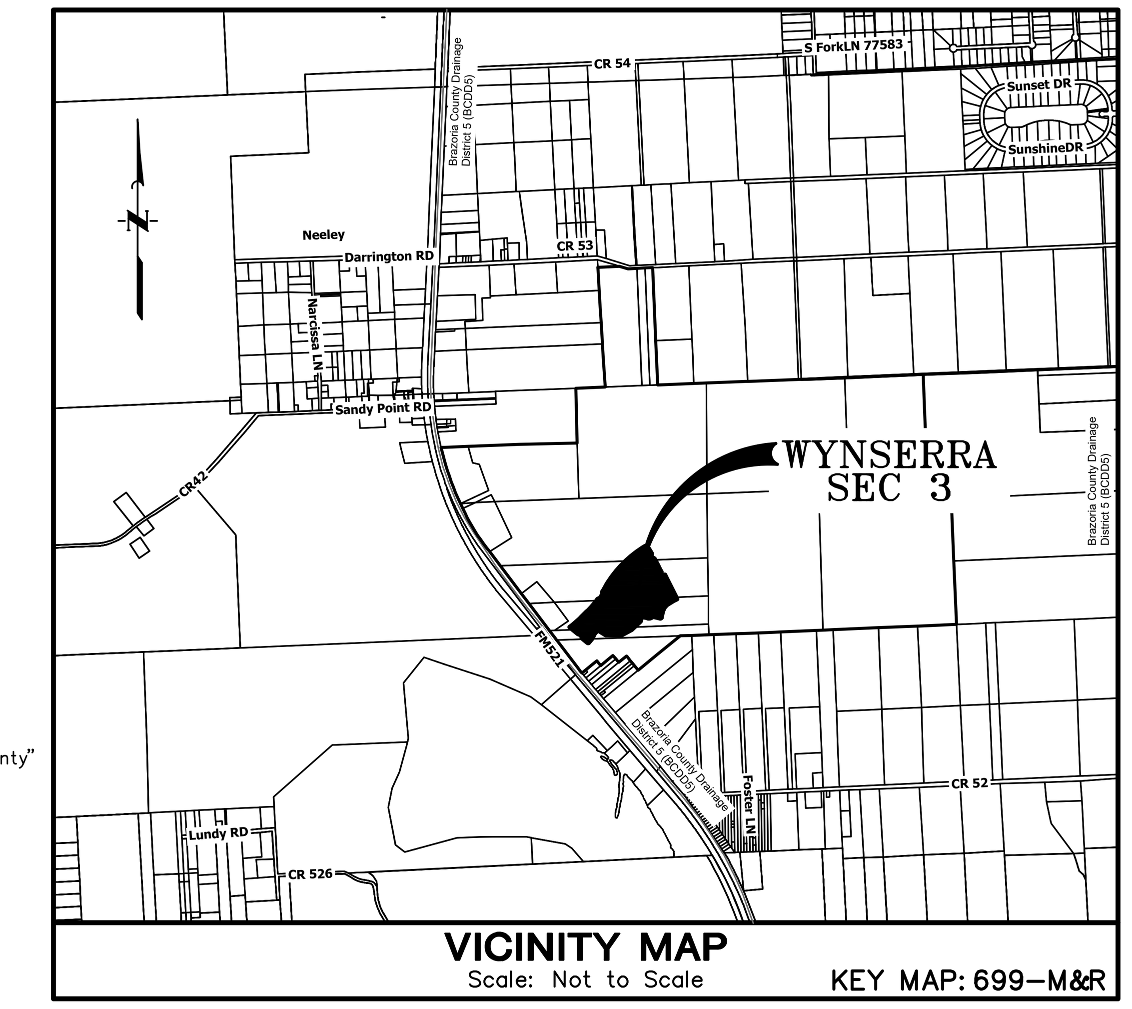
RESTRICTED RESERVE D
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.1216 AC
5,295 Sq. Ft.

RESTRICTED RESERVE E
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.3885 AC
16,922 Sq. Ft.





LEGEND:
AC . . . . "Acres"
A.E. . . . . "Aerial Easement"
BL . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
DU . . . . "Dwelling Unit"
ESMT. . . . ."Easement"
FC . . . . "Film Code"
FND . . . ."Found"
O.P.R.B.C. . . . . . ."Official Public Records, Brazoria County"
No. . . . . "Number"
POB . . . ."Point of Beginning"
PUE . . . . "Public Utility Easement"
ROW . . . . "Right-of-Way"
SSE . . . ."Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . ."Storm Sewer Easement"
TMP . . . ."Temporary"
UE . . . . "Utility Easement"
Vol _, Pg _ . . . ."Volume and Page"
WLE . . . ."Waterline Easement"
(1). . . . ."Block Number"
● . . . ."Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"



VICINITY MAP
Scale: Not to Scale
KEY MAP: 699-M&R

GENERAL NOTES:

1. One-foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
3. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
5. All building lines along street rights-of-way are as shown on the plat.
6. Sidewalks must be constructed as part of the issuance of a building permit.
7. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
8. The final plat will expire two (2) years after final approval by the City Council if construction of the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
9. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
10. This plat lies within Brazoria County Municipal Utility District No. 90.
11. This plat is subject to approval of adjacent Wynserra Street Dedication and Reserves Sec 1 plat.
12. Utility Easements to be dedicated with adjacent Wynserra Sec 4 Plat.
13. Utility Easement to be dedicated with adjacent Wynserra Street Dedication and Reserves Sec 1
14. This plat contains Type I, II, and III lots and is subject to such regulations defined in the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 GENERAL NOTES

1. Slab elevations (finished floor) shall be a minimum of two (2) feet above the Base Flood Elevation (BFE) or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the residential site is limited to an average imperviousness of no more than 40 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown heron, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & No 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub -Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT OF
WYNSERRA
SEC 3

A SUBDIVISION OF 26.57 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

104 LOTS 5 RESERVES 6 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 26.57 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Brazoria County Official Public Records (BCOPR) said 26.57 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 set Concrete Monument being a southern corner of said 706.497 acre tract, being common with the northeast line of F.M. 521 (right-of-way varies) as recorded in Volume 243, Pages 193 and 194 of the Brazoria County Deed Records (BCDR), and being the northwest corner of a called 50 foot by 75 foot tract to Stella Smith by Volume 570, Page 471 BCDR;

THENCE, North 40°22'41"West, along the southwest line of said 706.497 acre tract common with said northeast line of F.M. 521, 53.45 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 38°45'52"West, continuing along said common line, 353.37 feet to a set 3/4-inch iron pipe;

THENCE, North 36°49'12"West, 235.38 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 35.00 feet, a central angle of 90°00'04", an arc length of 54.98 feet, and a long chord bearing North 08°10'50" East, 49.50 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 53°10'48"East, 306.77 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"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 2000.00 feet, a central angle of 00°52'26", an arc length of 30.50 feet, and a long chord bearing North 52°44'35" East, 30.50 feet to a the POINT OF BEGENNING of the herein described tract;

THENCE, along the south right-of-way line of proposed Wynserra Boulevard (right-of-way varies) the following eight (8) course:

1. Along the arc of said non-tangent curve to the left having a radius of 2000.00 feet, a central angle of 06°46'13", an arc length of 236.32 feet, and a long chord bearing North 48°55'16" East, 236.19 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. North 45°32'10" East, 119.62 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a curve to the left;

3. Along the arc of said curve to the left having a radius of 1540.00 feet, a central angle of 09°16'34", an arc length of 249.32 feet, and a long chord bearing North 40°53'53" East, 249.05 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"at the beginning of a reverse curve to the right;

4. Along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 87°15'11", an arc length of 38.07 feet, and a long chord bearing North 79°53'12" East, 34.50 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

5. North 33°30'47" East, 100.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

6. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 87°17'09", an arc length of 38.09 feet, and a long chord bearing North 12°50'37" West, 34.51 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

7. North 30°47'56" East, 104.38 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a curve to the right;

8. Along the arc of said curve to the right having a radius of 1760.00 feet, a central angle of 28°12'47", an arc length of 866.64 feet, and a long chord bearing North 44°54'19" East, 857.91 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being in the west line of proposed Apple Gap Drive (60 foot right-of-way) being at the beginning of a compound curve to the right;

THENCE, along said west line of proposed Apple Gap Drive the following ten (10) courses and distances:

1. Along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 88°57'38", an arc length of 38.82 feet, and a long chord bearing South 76°30'28" East, 35.03 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"at the beginning of a compound curve to the right;

2. Along the arc of said compound curve to right having a radius of 3970.00 feet, a central angle of 01°40'23", an arc length of 115.92 feet, and a long chord bearing South 31°11'28"East, 115.92 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

3. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°28'39", an arc length of 39.48 feet, and a long chord bearing South 14°53'03" West, 35.50 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a reverse curve;

4. Along the arc of said reverse curve to the left having a radius of 1625.01 feet, a central angle of 00°00'58", an arc length of 0.46 feet, and a long chord bearing South 60°06'53" West, 0.46 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

5. South 29°53'36" East, 50.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

6. Along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°59'28", an arc length of 39.70 feet, and a long chord bearing South 74°23'52" East, 35.66 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a compound curve;

7. Along the arc of said compound curve to the right having a radius of 3970.00 feet, a central angle of 01°48'29", an arc length of 125.28 feet, and a long chord bearing South 27°59'53" East, 125.27 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

8. South 27°05'39" East, 93.50 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

9. Along the arc of said non-tangent curve to the right having a radius of 24.97 feet, a central angle of 88°36'09", an arc length of 38.61 feet, and a long chord bearing South 17°08'14" West, 34.88 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

10. South 28°37'53" East, 50.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"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 1975.00 feet, a central angle of 01°32'15", an arc length of 52.99 feet, and a long chord bearing North 62°08'14" East, 52.99 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 27°05'39" East, 415.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, along the northwest line of Proposed Wynserra Water Plant No. 1 the following six (6) courses and distances:

1. South 61°43'37" West, 64.19 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. South 59°27'36" West, 59.24 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

3. South 57°09'20" West, 58.46 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

4. South 44°18'43" West, 53.33 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

5. South 25°07'25" West, 53.33 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

6. South 14°30'45" West, 119.65 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, along the south line of said proposed Wynserra Sec 3 the following nineteen (19) courses and distances:

1. South 59°30'00" West, 14.14 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. North 75°30'00" West, 120.98 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

3. Along the arc of said non-tangent curve to the right having a radius of 75.00 feet, a central angle of 66°58'05", an arc length of 87.66 feet, and a long chord bearing South 71°00'57" West, 82.76 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

4. North 75°30'00" West, 95.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

5. South 14°30'00" West, 77.48 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

6. South 47°25'41" West, 186.69 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

7. South 61°37'51" West, 67.89 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

8. South 61°40'25" West, 108.88 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

9. North 89°38'43" West, 244.51 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

10. North 59°15'17" West, 144.61 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

11. South 43°03'23" West, 73.34 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

12. South 25°55'29" West, 82.16 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

13. South 39°45'02" West, 89.57 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

14. South 84°45'02" West, 14.14 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

15. North 50°14'58" West, 115.50 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

16. North 06°03'31" East, 30.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner"being at the beginning of a non-tangent curve to the right;

17. Along the arc of said non-tangent curve to the right having a radius of 50.00 feet, a central angle of 70°04'38", an arc length of 61.15 feet, and a long chord bearing North 48°54'10" West, 57.41 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

18. South 76°08'09" West, 20.00 feet to a set 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

19. North 49°57'46" West, 168.29 feet to the POINT OF BEGINNING, CONTAINING 26.57 acres of land in Brazoria County, Texas.

LOT SUMMARY TABLE

BLOCK	LOT	AREA
1	1	7,649
1	2	7,602
1	3	7,764
1	4	7,719
1	5	7,719
1	6	7,812
1	7	7,719
1	8	7,719
1	9	7,868
1	10	8,168
1	11	8,524
1	12	8,505
1	13	8,559
1	14	8,646
1	15	8,359

BLOCK	LOT	AREA
2	1	8,046
2	2	7,872
2	3	7,765
2	4	7,765
2	5	7,765
2	6	7,765
2	7	7,846
2	8	8,008
2	9	8,376
2	10	8,880
2	11	9,737
2	12	11,878
2	13	8,843
2	14	13,770
2	15	9,258
2	16	8,842
2	17	6,298
2	18	5,931
2	19	8,672
2	20	8,847
2	21	8,860
2	22	9,162
2	23	8,834
2	24	8,929
2	25	7,916
2	26	7,306
2	27	7,629
2	28	8,083
2	29	8,576
2	30	8,558
2	31	8,496
2	32	8,404
2	33	8,309
2	34	8,454
2	35	8,303
2	36	8,426
2	37	8,260

BLOCK	LOT	AREA
3	1	8,036
3	2	7,383
3	3	7,383
3	4	7,714
3	5	7,931
3	6	7,931
3	7	7,931
3	8	7,931
3	9	7,931
3	10	7,302
3	11	8,410
3	12	8,548
3	13	7,738
3	14	8,369
3	15	8,372
3	16	8,378
3	17	8,339
3	18	7,719
3	19	7,722
3	20	7,930

BLOCK	LOT	AREA
4	1	8,360
4	2	7,713
4	3	7,932
4	4	9,394
4	5	9,394
4	6	7,597
4	7	8,758

BLOCK	LOT	AREA
5	1	11,962
5	2	8,629
5	3	8,451
5	4	8,514
5	5	9,216
5	6	8,564
5	7	8,564
5	8	9,319
5	9	10,608
5	10	8,700
5	11	7,526
5	12	7,501
5	13	8,016
5	14	7,795
5	15	8,364

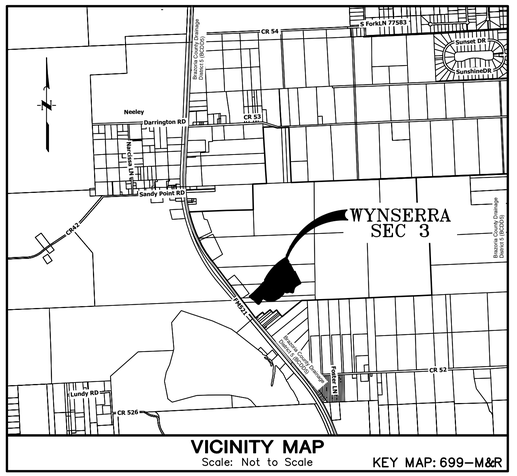
BLOCK	LOT	AREA
6	1	7634
6	2	7952
6	3	8385
6	4	7872
6	5	7519
6	6	7500
6	7	7583
6	8	7713
6	9	7713
6	10	7915

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°32'10"E	119.62'
L2	N33°30'47"E	100.00'
L3	N30°47'56"E	104.38'
L4	S29°53'36"E	50.00'
L5	S27°05'39"E	93.50'
L6	S28°37'53"E	50.00'
L7	S61°43'37"W	64.19'
L8	S59°27'36"W	59.24'
L9	S57°09'20"W	58.46'
L10	S44°18'43"W	53.33'
L11	S25°07'25"W	53.33'
L12	S14°31'29"W	59.65'
L13	S14°30'00"W	60.00'
L14	S59°30'00"W	14.14'
L15	N75°30'00"W	120.98'
L16	N75°30'00"W	95.00'
L17	S14°30'00"W	77.48'
L18	S47°25'41"W	186.69'
L19	S61°37'51"W	67.89'
L20	S61°40'25"W	108.88'
L21	N59°15'17"W	144.61'
L22	S43°03'23"W	73.34'
L23	S25°55'29"W	82.16'
L24	S39°45'02"W	89.57'
L25	S84°45'02"W	14.14'
L26	N50°14'58"W	115.50'
L27	N06°03'31"E	30.00'
L28	S76°08'09"W	20.00'
L29	N49°57'46"W	168.29'
L30	N56°29'13"W	238.99'
L31	S31°41'41"W	115.08'
L32	S43°36'29"W	149.23'
L33	N46°23'31"W	64.29'
L34	N14°30'00"E	104.96'
L35	S68°32'38"E	17.47'
L36	N75°30'00"W	188.64'
L37	N14°30'00"E	97.43'
L38	S12°23'46"E	14.36'
L39	S31°41'41"W	159.64'
L40	S36°56'01"W	175.91'
L41	S61°50'34"W	93.27'
L42	N75°04'38"W	14.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L43	N30°04'38"W	125.00'
L44	N59°51'40"E	58.98'
L45	N61°06'06"E	59.28'
L46	N52°56'21"E	118.34'
L47	N48°15'42"E	118.34'
L48	N40°56'12"E	115.15'
L49	N30°32'48"E	121.56'
L50	N14°30'00"E	219.45'
L51	N17°43'00"E	57.22'
L52	N31°22'38"E	53.08'
L53	N47°06'32"E	43.40'
L54	N07°43'43"E	15.46'
L55	S61°55'59"W	48.53'
L56	N38°50'13"E	18.73'
L57	S79°55'44"W	55.14'
L58	N81°37'35"W	53.50'
L59	N63°32'57"W	53.58'
L60	N47°51'35"W	68.39'
L61	S62°54'21"W	64.47'
L62	S59°59'42"W	59.52'
L63	S58°09'24"W	59.52'
L64	S55°21'57"W	58.70'
L65	S48°28'58"W	58.09'
L66	S41°09'48"W	58.09'
L67	S33°50'38"W	58.09'
L68	S26°31'29"W	58.09'
L69	S19°12'19"W	58.09'
L70	S14°34'22"W	59.73'
L71	S13°57'05"W	71.00'
L72	N83°23'34"W	13.07'
L73	S16°40'25"W	14.14'
L74	N43°24'35"E	127.93'
L75	S04°57'46"E	14.14'
L76	S40°02'14"W	92.55'
L77	S49°00'08"W	145.32'
L78	S43°36'29"W	120.38'
L79	S43°26'41"W	59.71'
L80	S41°40'25"W	59.24'
L81	S39°29'52"W	59.24'
L82	S37°20'22"W	48.29'
L83	S80°25'35"W	14.61'
L84	S89°24'21"W	11.18'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	2000.00'	6°46'13"	236.32'	N48°55'16"E	236.19'	118.30'
C2	1540.00'	9°16'34"	249.32'	N40°53'53"E	249.05'	124.94'
C3	25.00'	87°15'11"	38.07'	N79°53'12"E	34.50'	23.83'
C4	25.00'	87°17'09"	38.09'	N12°50'37"W	34.51'	23.84'
C5	1760.00'	28°12'47"	866.64'	N44°54'19"E	857.91'	442.29'
C6	25.00'	88°57'38"	38.82'	S76°30'28"E	35.03'	24.55'
C7	3970.00'	1°40'23"	115.92'	S31°11'28"E	115.92'	57.96'
C8	25.00'	90°28'39"	39.48'	S14°53'03"W	35.50'	25.21'
C9	1625.00'	0°00'58"	0.46'	S60°06'53"W	0.46'	0.23'
C10	25.00'	90°59'28"	39.70'	S74°23'52"E	35.66'	25.44'
C11	3970.00'	1°48'29"	125.28'	S27°59'53"E	125.27'	62.64'
C12	24.97'	88°36'09"	38.61'	S17°08'14"W	34.88'	24.37'
C13	1975.00'	1°32'15"	52.99'	N62°08'14"E	52.99'	26.50'
C14	75.00'	66°58'05"	87.66'	S71°00'57"W	82.76'	49.61'
C15	50.00'	70°04'38"	61.15'	N48°54'10"W	57.41'	35.06'
C16	1600.00'	28°24'43"	793.41'	S45°54'03"W	785.31'	405.04'
C17	1710.00'	11°54'48"	355.55'	N37°39'05"E	354.91'	178.42'
C18	2000.00'	5°23'18"	188.09'	S40°54'49"W	188.02'	94.11'
C19	315.00'	119°06'28"	654.83'	N74°03'14"E	543.13'	535.92'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C20	600.00'	41°59'24"	439.72'	S35°29'42"W	429.94'	230.26'
C21	2000.00'	4°52'43"	170.29'	S58°55'45"W	170.24'	85.20'
C22	300.00'	6°57'22"	36.42'	S72°01'19"E	36.40'	18.23'
C23	50.00'	90°00'00"	78.54'	N59°30'00"E	70.71'	50.00'
C24	310.00'	41°59'24"	227.19'	S35°29'42"W	222.14'	118.97'
C25	1710.00'	6°24'57"	191.48'	S59°41'53"W	191.38'	95.84'
C26	25.00'	91°49'06"	40.06'	N77°36'14"E	35.91'	25.81'
C27	25.00'	88°10'54"	38.48'	S12°23'46"E	34.79'	24.22'
C28	50.00'	180°00'00"	157.08'	N33°30'48"E	100.00'	
C29	25.00'	87°33'28"	38.20'	S79°44'04"W	34.59'	23.96'
C30	25.00'	88°20'36"	38.55'	S02°13'13"E	34.84'	24.29'
C31	25.00'	89°41'18"	39.13'	S30°20'39"E	35.26'	24.86'
C32	25.00'	77°31'34"	33.83'	S67°53'56"W	31.31'	20.07'
C33	25.00'	90°00'00"	39.27'	S88°36'29"W	35.36'	25.00'
C34	25.00'	49°00'21"	21.38'	S15°20'19"W	20.74'	11.39'
C35	50.00'	105°13'23"	91.82'	N43°26'50"E	79.45'	65.42'
C36	50.00'	101°04'09"	88.20'	S36°40'14"W	77.20'	60.73'
C37	25.00'	47°24'13"	20.68'	N63°30'12"E	20.10'	10.98'
C38	25.00'	92°35'22"	40.40'	N10°11'31"W	36.15'	26.16'



VICINITY MAP
Scale: Not to Scale
KEY MAP: 699-M&R

LOT TYPE TABLE			
PLAT	TYPE I-60'	TYPE II-50'	TYPE III-40'
WYNSERRA SEC 1		81	
WYNSERRA SEC 2			107
WYNSERRA SEC 3	100	2	2
TOTAL	100	83	109

PARKLAND BANK									
PLAT	NUMBER OF LOTS	PARKLAND REQUIREMENT (1 AC/54 DU) 46 AC	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK CREDIT (100%)	DRAINAGE/ DETENTION	DRAINAGE/ DETENTION (50%)	PARK CREDIT PROVIDED (AC)	PARKLAND TAKEN FROM BANK (AC)	REMAINING PARK CREDIT (AC)
WYNSERRA STD AND RESERVES SEC 1	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48
WYNSERRA SEC 1	81	1.50	1.04	1.04	0.00	0.00	1.04	0.46	25.02
WYNSERRA SEC 2	107	1.98	1.08	1.08	0.00	0.00	1.08	0.90	24.12
WYNSERRA SEC 3	104	1.93	1.71	1.71	0.00	0.00	0.32	0.22	23.90
TOTAL	292	5.41	7.09	7.09	44.44	22.22	29.31		23.90

FINAL PLAT OF WYNSERRA SEC 3

A SUBDIVISION OF 26.57 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 CITY OF IOWA COLONY CITY LIMITS BRAZORIA COUNTY, TEXAS

104 LOTS 5 RESERVES 6 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a delaware limited liability company, acting by and through _____, _____, being an officer of DRP TX 5, LLC, a delaware limited liability company, owner hereinafter referred to as Owners of the 26.57 acre tract described in the above and foregoing map of Wynserra Sec 3, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX, 5 LLC, a Delaware limited liability company has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__,

DRP TX 5, LLC
a Delaware Limited Liability Company

By: DW General Partner, LLC
a Delaware Limited Liability Company
Its Manager

By: _____

Name: _____

Title: _____

STATE OF New York §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ _____
Lee Walden, P.E. Date
President

_____ _____
Kerry Osburn Date
Vice President

_____ _____
Brandon Middleton Date
Secretary/Treasurer

_____ _____
Dinh V. Ho, P.E. Date
District Engineer

This is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_

_____
Dinh V. Ho, P.E.

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 3 as shown hereon.

_____ _____
David Hurst, Chairman

_____ _____
Demond Woods

_____ _____
Brenda Dillon

_____ _____
Terry Hayes

_____ _____
Les Hosey

_____ _____
Robert Wall

_____
De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 3 as shown hereon.

_____ _____
Wil Kennedy, Mayor

_____ _____
Margaret Madariaga

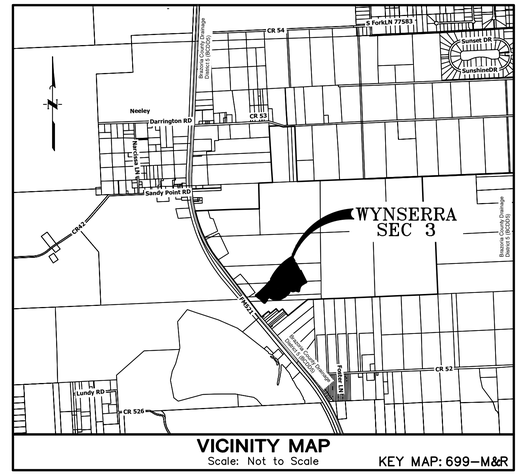
_____ _____
Arnetta Hicks-Murray

_____ _____
Marquette Greene-Scott

_____ _____
Timothy Varlack

_____ _____
Kareem Boyce

_____
Sydney Hargroder



VICINITY MAP
Scale: Not to Scale

KEY MAP: 699-M&R

FINAL PLAT OF
WYNSERRA
SEC 3
A SUBDIVISION OF 26.57 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

104 LOTS 5 RESERVES 6 BLOCKS

JULY 2026

OWNER
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520 Madison Ave, 21st Floor
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713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

David Morales
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380
dmorales@quiddity.com

Re: Wynserra Section 4 Final Plat
Letter of Recommendation to Approve
COIC Project No. 8709
ALLC Project No. 710-26-002-051

Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Wynserra Section 4 Final Plat, being +/-24.30 acres out of the Chester S. Gorbet Survey, Abstract No. 64, located in the City of Iowa Colony, Brazoria County, Texas, received on or about October 22, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 22, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-051

APPROVED, ADICO, LLC, 10222026

LEGEND:

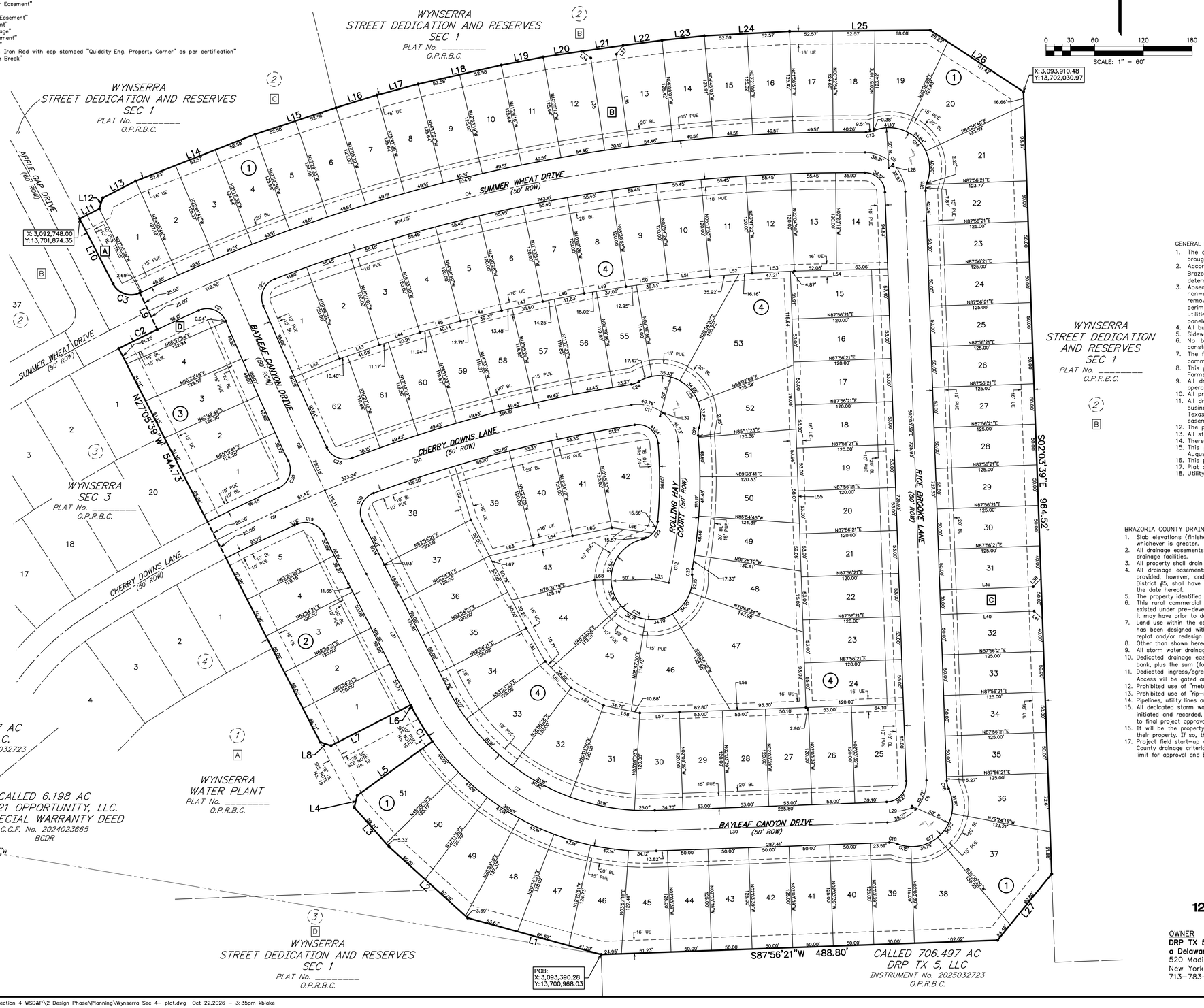
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
B.C.D.R. . . . . "Brazoria County Deed Records"
BL . . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
DU . . . . . "Dwelling Unit"
Esmt. . . . . "Easement"
FND . . . . . "Found"
O.P.R.B.C. . . . . "Official Public Records, Brazoria County"
POB . . . . . "Point of Beginning"
No. . . . . "Number"
PUE . . . . . "Public Utility Easement"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
Stm SE . . . . . "Storm Sewer Easement"
UE . . . . . "Utility Easement"
VOL., PG. . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1) . . . . . "Block Number"
● . . . . . "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"
. . . . . "Street Name Break"

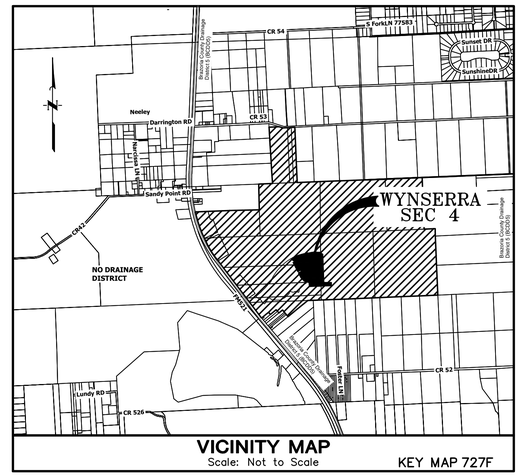
RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0682 AC
2,971 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0912 AC
3,974 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0884 AC
3,850 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space, Landscape, and Incidental Utility Purposes Only
0.0720 AC
3,135 Sq. Ft.





VICINITY MAP
Scale: Not to Scale
KEY MAP 727F

GENERAL NOTES:

1. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
2. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain.
3. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
4. All building lines along street rights-of-way are as shown on the plat.
5. Sidewalks must be constructed as part of the issuance of a building permit.
6. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
7. The final plat will expire two (2) years after final approval by the City Council if construction of the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
8. This plat contains Type II lots, and is subject to such regulations defined in the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
9. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
10. All property shall drain into the drainage easement only through an approved drainage structure.
11. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
12. The property identified in the foregoing plat lies with Brazoria County Drainage District No. 5.
13. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be minimum 24" I.D. or equal.
14. There are no pipeline easements, or pipelines within the boundaries of this plat.
15. This plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
16. This plat lies within Brazoria County Municipal Utility District No. 90.
17. Plat approval is subject to approval of adjacent Wynserra Street Dedication and Reserves Sec 1 plat.
18. Utility easements to be dedicated with adjacent Wynserra Water Plant Plat.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 NOTES:

1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation (BFE) or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the commercial site is limited to an average imperviousness of no more than 40 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be a minimum of 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No. 2007-06 & No. 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No. 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT OF WYNSERRA SEC 4

A SUBDIVISION OF 24.30 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 BRAZORIA COUNTY, TEXAS

122 LOTS 4 RESERVES 4 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

K:\30006\30006-0010-01 Wynserra Section 4 WSD&P\2 Design Phase\Planning\Wynserra Sec 4- plat.dwg Oct 22,2026 - 3:35pm kblake

APPROVED, ADICO, LLC, 10222026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 24.30 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Brazoria County Official Public Records (BCOPR); said 24.30 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 found Concrete Monument being a south corner of said 706.497 acre tract, being common with the east corner of a called 2 acre tract to Hortense Mitchell by Quitclaim Deed recorded in Clerk's File No. 2012018372 BCOPR, and being in the northwest line of a called 11.97 acre tract of land conveyed to Breda Gobellan by Special Warranty Deed recorded in Clerk's File No. 2008029823 BCOPR;

THENCE, North 49°35'52" East, along the south line of said 706.497 acre tract, common with the northwest line of said 11.97 acre tract, 687.48 feet to a found Concrete Monument;

THENCE, North 01°56'03" West, departing the northwest line of said 11.97 acre tract, continuing along south line of said 706.497 acre tract, 95.45 feet to a 5/8–inch iron rod with cap stamped Miller Survey;

THENCE, North 87°56'21" East, along the south line of said 706.497 acre tract of land, 427.04 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

North 02°03'39" West, 149.85 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being the POINT OF BEGINNING of the herein described tract;

THENCE, North 74°42'13" West, 170.53 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 47°49'49" West, 130.79 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner"being in the east line of proposed Wynserra Water Plant No. 1;

THENCE, along said east line of Proposed Wynserra Water Plant No. 1 the following seven (7) courses and distances:

1. North 41°24'59" West, 64.53 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. North 13°29'41" East, 15.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 54°17'31" East, 114.30 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a non–tangent curve to the right;
4. Along the arc of said non–tangent curve to the right having a radius of 325.00 feet, a central angle of 08°36'51", an arc length of 48.86 feet, and a long chord bearing North 31°24'04" West, 48.82 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
5. North 27°05'39" West, 3.45 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
6. South 62°54'21" West, 110.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";
7. North 72°05'39" West, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 27°05'39" West, 544.73 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner"beign 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 1975.00 feet, a central angle of 01°32'15", an arc length of 52.99 feet, and a long chord bearing North 63°40'28" East, 52.99 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 25°33'24" West, 50.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner"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 24.97 feet, a central angle of 88°36'09", an arc length of 38.61 feet, and a long chord bearing North 71°19'32" West, 34.88 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 27°05'39" West, 89.98 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 62°54'21" East, 27.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 17°54'21" East, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 17°54'21" East, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 62°54'21" East, 45.57 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 68°35'12" East, 157.78 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 71°49'41" East, 105.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 72°54'31" East, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 75°00'36" East, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 77°06'41" East, 105.16 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 79°12'45" East, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 81°25'05" East, 47.92 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 81°55'34" East, 51.79 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 82°33'32" East, 47.96 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 84°00'47" East, 52.59 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 86°55'03" East, 105.16 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 89°33'25" East, 173.22 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

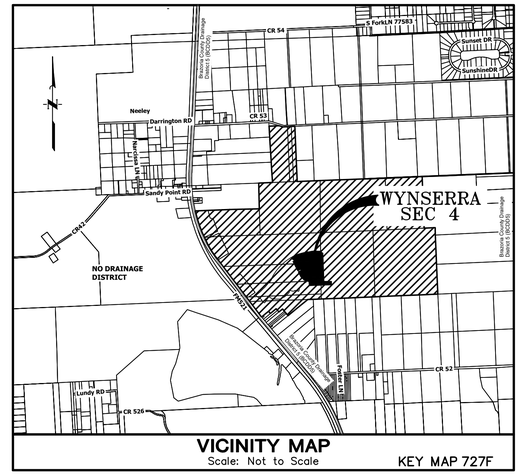
THENCE, South 56°37'04" East, 137.64 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 02°03'39" East, 964.52 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 39°09'48" West, 105.26 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 87°56'21" West, 488.80 feet to the POINT OF BEGINNING, CONTAINING 24.30 acres of land in Brazoria County, Texas.

LOT SUMMARY TABLE					
BLOCK	LOT	AREA	BLOCK	LOT	AREA
1	1	6,532	4	1	7,592
1	2	6,442	4	2	6,458
1	3	6,380	4	3	6,458
1	4	6,386	4	4	6,458
1	5	6,381	4	5	6,458
1	6	6,365	4	6	6,458
1	7	6,391	4	7	6,458
1	8	6,408	4	8	6,458
1	9	6,391	4	9	6,458
1	10	6,391	4	10	6,458
1	11	6,408	4	11	6,458
1	12	6,977	4	12	6,458
1	13	6,971	4	13	6,458
1	14	6,409	4	14	7,204
1	15	6,399	4	15	6,987
1	16	6,386	4	16	6,360
1	17	6,377	4	17	6,360
1	18	6,367	4	18	6,360
1	19	8,192	4	19	6,360
1	20	10,008	4	20	6,360
1	21	8,170	4	21	6,360
1	22	6,247	4	22	6,360
1	23	6,250	4	23	6,360
1	24	6,250	4	24	6,600
1	25	6,250	4	25	7,558
1	26	6,250	4	26	6,360
1	27	6,250	4	27	6,360
1	28	6,250	4	28	6,360
1	29	6,250	4	29	6,360
1	30	6,250	4	30	6,524
1	31	6,200	4	31	7,667
1	32	6,200	4	32	7,667
1	33	6,250	4	33	7,667
1	34	6,250	4	34	6,819
1	35	6,250	4	35	6,000
1	36	7,165	4	36	6,000
1	37	11,043	4	37	6,000
1	38	10,234	4	38	9,762
1	39	6,170	4	39	7,795
1	40	6,250	4	40	6,178
1	41	6,250	4	41	6,178
1	42	6,250	4	42	8,668
1	43	6,250	4	43	9,321
1	44	6,250	4	44	7,902
1	45	6,851	4	45	8,626
1	46	7,266	4	46	9,224
1	47	7,129	4	47	15,408
1	48	7,531	4	48	8,244
1	49	7,434	4	49	6,851
1	50	7,046	4	50	6,486
1	51	7,376	4	51	6,404
BLOCK	LOT	AREA	4	52	7,306
2	1	6,755	4	53	14,145
2	2	6,000	4	54	9,695
2	3	6,000	4	55	5,913
2	4	6,038	4	56	6,131
2	5	6,659	4	57	6,131
BLOCK	LOT	AREA	4	58	6,131
3	1	7,755	4	59	6,131
3	2	6,327	4	60	6,131
3	3	6,461	4	61	6,131
3	4	6,620	4	62	7,639



VICINITY MAP
Scale: Not to Scale KEY MAP 727F

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N74°42'13"W	170.53'
L2	N47°49'49"W	130.79'
L3	N41°24'59"W	64.53'
L4	N13°29'41"E	15.14'
L5	N54°17'31"E	114.30'
L6	N27°05'39"W	3.45'
L7	S62°54'21"W	110.00'
L8	N72°05'39"W	14.14'
L9	N25°33'24"W	50.00'
L10	N27°05'39"W	89.98'
L11	N62°54'21"E	27.00'
L12	N17°54'21"E	14.14'
L13	N62°54'21"E	45.57'
L14	N68°35'12"E	157.78'
L15	N71°49'41"E	105.14'
L16	N72°54'31"E	52.58'
L17	N75°00'36"E	52.58'
L18	N77°06'41"E	105.16'
L19	N79°12'45"E	52.58'
L20	N81°25'05"E	47.92'
L21	N81°55'34"E	51.79'
L22	N82°33'32"E	47.96'
L23	N84°00'47"E	52.59'
L24	N86°55'03"E	105.16'
L25	N89°33'25"E	173.22'
L26	S56°37'04"E	137.64'
L27	S39°09'48"W	105.26'
L28	S44°28'10"W	7.29'
L29	N47°03'39"W	6.16'
L30	S87°56'21"W	285.80'
L31	N27°05'39"W	171.81'
L32	S37°41'35"W	5.25'
L33	N77°48'21"W	21.63'
L34	N53°36'57"W	14.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L35	S08°32'45"E	115.01'
L36	S07°41'34"E	115.05'
L37	S37°30'40"W	13.91'
L38	S42°56'21"W	14.14'
L39	S87°56'21"W	115.00'
L40	S87°56'21"W	115.00'
L41	S47°03'39"E	14.14'
L42	N68°01'58"E	59.92'
L43	N71°01'44"E	52.08'
L44	N72°38'15"E	52.08'
L45	N74°14'46"E	52.08'
L46	N75°51'17"E	52.08'
L47	N77°27'48"E	52.08'
L48	N79°04'19"E	52.08'
L49	N80°40'50"E	52.08'
L50	N82°17'21"E	52.08'
L51	N83°53'52"E	52.08'
L52	N85°30'23"E	52.08'
L53	N87°06'54"E	52.08'
L54	N88°43'25"E	115.14'
L55	N02°03'39"W	537.91'
L56	S87°56'21"W	276.10'
L57	N88°41'30"E	48.79'
L58	S78°23'34"E	45.59'
L59	S61°28'47"E	45.59'
L60	S44°34'00"E	45.59'
L61	S29°25'32"E	47.08'
L62	S16°45'17"E	69.20'
L63	N76°16'28"E	55.82'
L64	N76°31'19"E	49.53'
L65	N78°20'06"E	49.53'
L66	S82°27'05"E	50.84'
L67	S27°05'39"E	150.00'
L68	N89°05'10"E	20.00'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	325.00'	8°36'51"	48.86'	N31°24'04"W	48.82'	24.48'
C2	1975.00'	1°32'15"	52.99'	N63°40'28"E	52.99'	26.50'
C3	24.97'	88°36'09"	38.61'	N71°19'32"W	34.88'	24.37'
C4	2000.00'	26°15'57"	916.85'	N77°26'11"E	908.85'	466.63'
C5	50.00'	87°22'12"	76.24'	S45°44'44"E	69.07'	47.76'
C6	50.00'	90°00'00"	78.54'	S42°56'21"W	70.71'	50.00'
C7	300.00'	64°58'00"	340.16'	N59°34'39"W	322.23'	191.00'
C8	5000.00'	4°38'40"	405.29'	N24°46'19"W	405.18'	202.76'
C9	1710.00'	3°11'10"	95.09'	N64°29'56"E	95.07'	47.56'
C10	1710.00'	14°53'32"	444.46'	N73°32'17"E	443.21'	223.49'
C11	50.00'	94°31'20"	82.49'	S51°45'18"E	73.45'	54.11'
C12	600.00'	16°41'17"	174.76'	S03°51'01"W	174.14'	88.00'
C13	25.00'	22°39'35"	9.89'	N79°15'38"E	9.82'	5.01'
C14	50.00'	133°04'57"	116.14'	N45°31'41"W	91.73'	115.22'
C15	25.00'	23°04'26"	10.07'	S09°28'34"W	10.00'	5.10'
C16	25.00'	23°04'26"	10.07'	S13°35'52"E	10.00'	5.10'
C17	50.00'	136°08'52"	118.81'	N42°56'21"E	92.77'	124.22'
C18	25.00'	23°04'26"	10.07'	N80°31'26"W	10.00'	5.10'
C19	25.00'	87°28'54"	38.17'	N70°03'23"W	34.57'	23.92'
C20	25.00'	91°16'20"	39.82'	N20°27'21"E	35.75'	25.56'
C21	25.00'	90°54'09"	39.66'	N68°28'33"W	35.63'	25.40'
C22	25.00'	92°02'51"	40.16'	S22°59'16"W	35.98'	25.91'
C23	25.00'	85°24'32"	37.27'	S67°56'36"E	33.91'	23.07'
C24	25.00'	22°35'26"	9.86'	N69°48'59"E	9.79'	4.99'
C25	50.00'	138°11'46"	120.60'	N52°22'52"W	93.42'	130.92'
C26	25.00'	21°44'31"	9.49'	S05°50'46"W	9.43'	4.80'
C27	25.00'	16°14'08"	7.08'	S01°59'55"W	7.06'	3.57'
C28	50.00'	262°36'06"	229.16'	S54°49'06"E	75.13'	56.91'
C29	25.00'	71°20'44"	31.13'	N40°48'35"E	29.16'	17.95'
C30	25.00'	96°03'58"	41.92'	S21°37'54"W	37.18'	27.80'

LOT TYPE TABLE			
PLAT	TYPE I–60'	TYPE II–50'	TYPE III–40'
WYNSERRA SEC 1		81	
WYNSERRA SEC 2			107
WYNSERRA SEC 3	100	2	2
WYNSERRA SEC 4		122	
TOTAL	100	205	109

PARKLAND BANK									
PLAT	NUMBER OF LOTS	PARKLAND REQUIREMENT (1 AC/54 DU) 46 AC	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK CREDIT (100%)	DRAINAGE/ DETENTION	DRAINAGE/ DETENTION (50%)	PARK CREDIT PROVIDED (AC)	PARKLAND TAKEN FROM BANK (AC)	REMAINING PARK CREDIT (AC)
WYNSERRA STD AND RESERVES SEC 1	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48
WYNSERRA SEC 1	81	1.50	1.04	1.04	0.00	0.00	1.04	0.46	25.02
WYNSERRA SEC 2	107	1.98	1.08	1.08	0.00	0.00	1.08	0.90	24.12
WYNSERRA SEC 3	104	1.93	1.71	1.71	0.00	0.00	0.32	0.22	23.90
WYNSERRA SEC 4	122	2.26	0.32	0.32	0.00	0.00	0.32	1.94	21.96
TOTAL	414	7.67	7.41	7.41	44.44	22.22	29.63		21.96

FINAL PLAT OF WYNSERRA SEC 4

A SUBDIVISION OF 24.30 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 BRAZORIA COUNTY, TEXAS

122 LOTS 4 RESERVES 4 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713–783–6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

SHEET 2 OF 3

K:\30006\30006–0010–01 Wynserra Section 4 WSD&P\2 Design Phase\Planning\Wynserra Sec 4– plat.dwg Oct 22,2026 – 3:36pm kblake

APPROVED, ADICO, LLC, 10222026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware limited liability company, acting by and through _____, _____, owner hereinafter referred to as Owners of the 24.30 acre tract described in the above and foregoing map of Wynserra Sec 4, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware limited liability company, has caused these presents to be signed by_____ , _____, thereunto authorized this ____ day of _____, 202__,

DRP TX 5, LLC,
a Delaware limited liability company,

By: DW General Partner, LLC
Its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares,
Registered Professional Land Surveyor
Texas Registration No. 5317

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202__.

_____
Dinh V. Ho, P.E.

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 4 as shown hereon.

_____ _____
David Hurst, Chairman Demond Woods

_____ _____
Brenda Dillon Terry Hayes

_____ _____
Les Hosey Robert Wall

_____
De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Sec 4 as shown hereon.

_____ _____
Wil Kennedy, Mayor Margaret Madariaga

_____ _____
Arnetta Hicks-Murray Marquette Greene-Scott

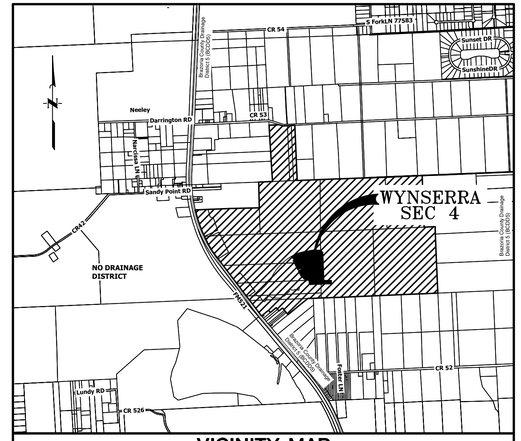
_____ _____
Timothy Varlack Kareem Boyce

_____
Sydney Hargroder

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ _____
Lee Walden, P.E. Date Kerry Osburn Date
President Vice President

_____ _____
Brandon Middleton Date Dinh V. Ho, P.E. Date
Secretary/Treasurer District Engineer



VICINITY MAP
Scale: Not to Scale KEY MAP 727F

FINAL PLAT OF
WYNSERRA
SEC 4
A SUBDIVISION OF 24.30 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 BRAZORIA COUNTY, TEXAS

122 LOTS 4 RESERVES 4 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
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K:\30006\30006-0010-01 Wynserra Section 4 WSD&P\2 Design Phase\Planning\Wynserra Sec 4- plat.dwg Oct 22,2026 - 3:38pm kblake

ADICO
CONSULTING ENGINEERS

Monday, October 26, 2026

Alexandra Ruiz
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
alruiz@quiddity.com

Re: Wynserra Street Dedication and Reserves Section 1 Final Plat
+/-55.97 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8492
ALLC Project No. 710-26-002-040

Dear Ms. Ruiz:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the fourth submittal for Wynserra Street Dedication and Reserves Section 1 Final Plat, received on or about October 23, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 23, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

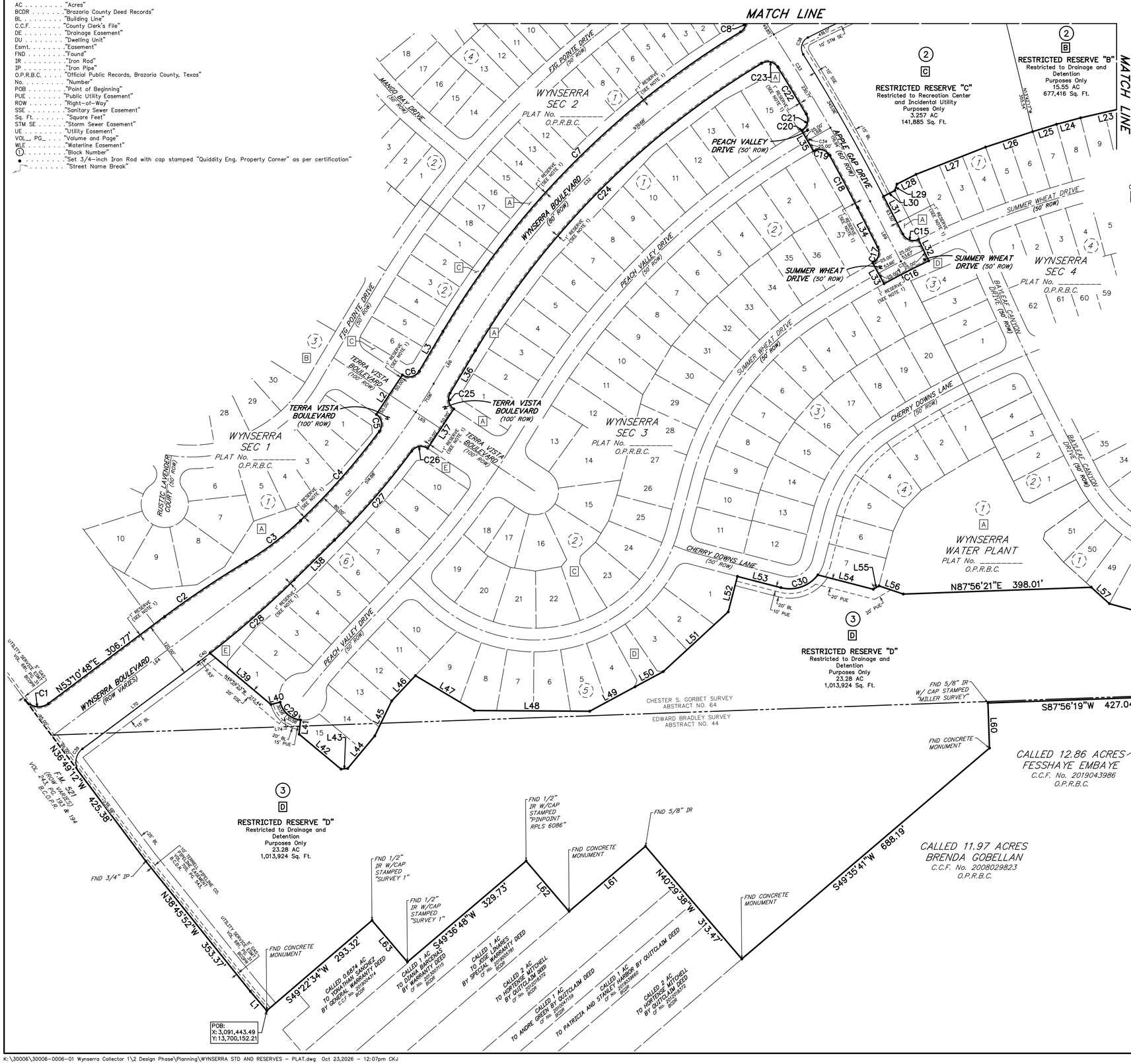
Should you have any questions, please do not hesitate to call our office.

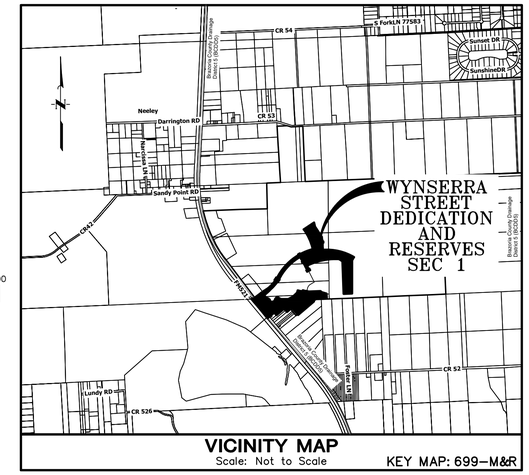
Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-040

LEGEND:
AC . . . . . "Acres"
BCDR . . . . . "Brazoria County Deed Records"
BL . . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
DE . . . . . "Drainage Easement"
DU . . . . . "Dwelling Unit"
Esmt. . . . . "Easement"
FND . . . . . "Found"
IR . . . . . "Iron Rod"
IP . . . . . "Iron Pipe"
O.P.R.B.C. . . . . "Official Public Records, Brazoria County, Texas"
No. . . . . "Number"
POB . . . . . "Point of Beginning"
PUE . . . . . "Public Utility Easement"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . . . "Storm Sewer Easement"
UE . . . . . "Utility Easement"
VOL_, PG_ . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1) . . . . . "Block Number"
● . . . . . "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"
. . . . . "Street Name Break"





VICINITY MAP
Scale: Not to Scale
KEY MAP: 699–M&R

GENERAL NOTES:
1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
3. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500–year) floodplain.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lot lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
5. All building lines along street rights–of–way are as shown on the plat.
6. Sidewalks must be constructed as part of the issuance of a building permit.
7. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
8. The final plat will expire two (2) years after final approval by the City Council if construction or the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
9. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
10. This plat lies within Brazoria County Municipal Utility District No. 90.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 GENERAL NOTES
1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre–development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the commercial site is limited to an average imperviousness of no more than 40 percent. The drainage and /or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown heron, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & No 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No 2007–08).
13. Prohibited use of "rip–rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start–up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub –Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011–1, allowable time(s) and procedures for starting–up approved projects.

FINAL PLAT OF WYNSERRA STREET DEDICATION AND RESERVES

SEC 1

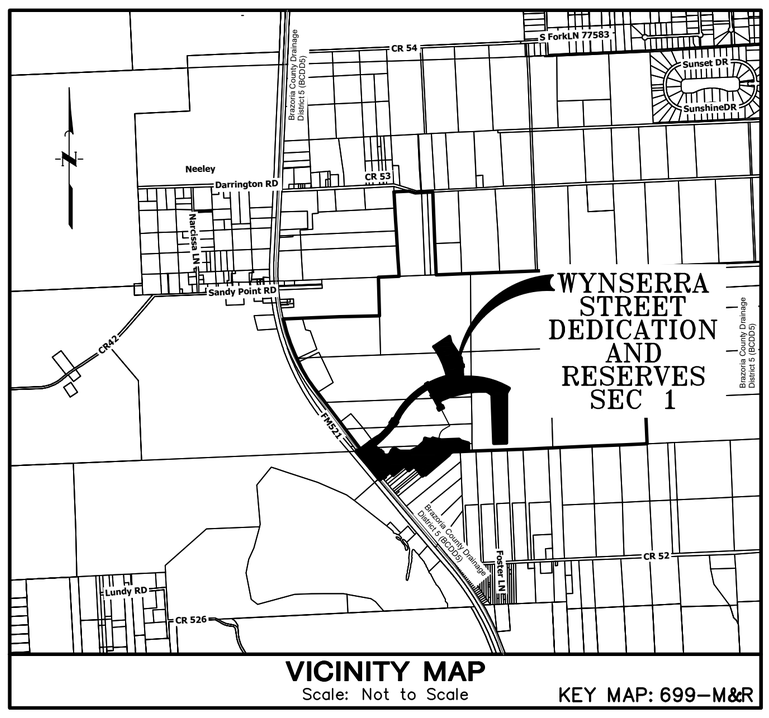
A SUBDIVISION OF 55.97 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64 AND
EDWARD BRADLEY SURVEY, A-44
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

0 LOTS 4 RESERVES 3 BLOCKS
JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713–783–6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
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6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

SHEET 1 OF 4



VICINITY MAP
Scale: Not to Scale
KEY MAP: 699–M&R

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	35.00'	90°00'08"	54.98'	S81°49'10"E	49.50'	35.00'
C2	2000.00'	5°57'49"	208.17'	N56°09'43"E	208.07'	104.18'
C3	650.00'	12°44'24"	144.53'	N52°46'25"E	144.23'	72.56'
C4	1460.00'	9°53'41"	252.13'	N41°27'23"E	251.82'	126.38'
C5	25.00'	92°59'45"	40.58'	N09°59'20"W	36.27'	26.34'
C6	25.00'	92°45'15"	40.47'	N77°10'33"E	36.19'	26.23'
C7	1840.00'	28°04'33"	901.63'	N44°50'13"E	892.64'	460.06'
C8	25.00'	92°31'20"	40.37'	N12°36'49"E	36.12'	26.13'
C9	25.00'	84°05'19"	36.69'	S75°41'30"E	33.49'	22.55'
C10	1840.00'	12°15'25"	393.62'	N68°23'32"E	392.87'	197.56'
C11	25.00'	87°54'01"	38.35'	N30°34'14"E	34.70'	24.10'
C12	1760.00'	22°44'22"	698.50'	N24°44'57"W	693.93'	353.91'
C13	50.00'	43°01'40"	37.55'	S01°52'38"E	36.67'	19.71'
C14	1760.00'	34°39'16"	1064.51'	S76°52'25"E	1048.35'	549.10'
C15	25.00'	88°27'45"	38.60'	S71°19'32"E	34.88'	24.34'
C16	1975.00'	3°04'29"	105.99'	S62°54'21"W	105.98'	53.01'
C17	25.00'	88°27'45"	38.60'	N17°08'14"E	34.88'	24.34'
C18	3970.00'	1°48'29"	125.28'	N27°59'53"W	125.27'	62.64'
C19	25.00'	90°59'28"	39.70'	N74°23'52"W	35.66'	25.44'
C20	1625.00'	0°00'58"	0.46'	N60°06'53"E	0.46'	0.23'
C21	25.00'	90°28'39"	39.48'	N14°53'03"E	35.50'	25.21'
C22	3970.00'	1°40'23"	115.92'	N31°11'28"W	115.92'	57.96'
C23	25.00'	88°57'38"	38.82'	N76°30'28"W	35.03'	24.55'
C24	1760.00'	28°12'47"	866.64'	S44°54'19"W	857.91'	442.29'
C25	25.00'	87°17'09"	38.09'	S12°50'37"E	34.51'	23.84'
C26	25.00'	87°15'11"	38.07'	S79°53'12"W	34.50'	23.83'
C27	1540.00'	9°16'34"	249.32'	S40°53'53"W	249.05'	124.94'
C28	2000.00'	6°46'13"	236.32'	S48°55'16"W	236.19'	118.30'
C29	50.00'	70°04'38"	61.15'	S48°54'10"E	57.41'	35.06'
C30	75.00'	66°58'05"	87.66'	N71°00'57"E	82.76'	49.61'
C31	1500.00'	22°22'52"	585.94'	N41°59'22"E	582.22'	296.75'
C32	1800.00'	55°00'01"	1727.88'	S58°17'57"W	1662.30'	937.03'
C33	4000.00'	6°33'12"	457.50'	N30°22'15"W	457.25'	229.00'
C34	1600.00'	0°11'05"	5.16'	S60°11'57"W	5.16'	2.58'
C35	2000.00'	3°04'29"	107.33'	S62°54'21"W	107.32'	53.68'
C36	1800.00'	24°42'51"	776.42'	N23°42'25"W	770.41'	394.34'
C37	25.00'	88°05'52"	38.44'	S57°26'08"E	34.76'	24.18'
C38	25.00'	94°35'58"	41.28'	S15°20'59"W	36.75'	27.09'
C39	35.00'	90°00'04"	54.98'	S08°10'50"W	49.50'	35.00'
C40	2000.00'	0°52'26"	30.50'	N52°44'35"E	30.50'	15.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N40°22'41"W	53.45'
L2	N33°30'47"E	100.00'
L3	N30°47'56"E	98.22'
L4	N56°21'09"E	60.00'
L5	S33°38'51"E	8.11'
L6	S13°22'55"E	137.41'
L7	S10°32'11"W	31.36'
L8	S15°16'17"E	114.63'
L9	S70°21'48"E	20.00'
L10	S66°36'33"W	23.97'
L11	S00°48'31"E	134.44'
L12	S04°12'03"E	18.98'
L13	S04°12'03"E	80.00'
L14	S29°35'25"W	118.31'
L15	N56°37'04"W	137.64'
L16	S89°33'25"W	173.22'
L17	S86°55'03"W	105.16'
L18	S84°00'47"W	52.59'
L19	S82°33'32"W	47.96'
L20	S81°55'34"W	51.79'
L21	S81°25'05"W	47.92'
L22	S79°12'45"W	52.58'
L23	S77°06'41"W	105.16'
L24	S75°00'36"W	52.58'
L25	S72°54'31"W	52.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L26	S71°49'41"W	105.14'
L27	S68°35'12"W	157.78'
L28	S62°54'21"W	45.57'
L29	S17°54'21"W	14.14'
L30	S62°54'21"W	27.00'
L31	S27°05'39"E	89.98'
L32	S25°33'24"E	50.00'
L33	N28°37'53"W	50.00'
L34	N27°05'39"W	93.50'
L35	N29°53'36"W	50.00'
L36	S30°47'56"W	104.38'
L37	S33°30'47"W	100.00'
L38	S45°32'10"W	119.62'
L39	S49°57'46"E	168.29'
L40	N76°08'09"E	20.00'
L41	S06°03'31"W	30.00'
L42	S50°14'58"E	115.50'
L43	N84°45'02"E	14.14'
L44	N39°45'02"E	89.57'
L45	N25°55'29"E	82.16'
L46	N43°03'23"E	73.34'
L47	S59°15'17"E	144.61'
L48	S89°38'43"E	244.51'
L49	N61°40'25"E	108.88'
L50	N61°37'51"E	67.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L51	N47°25'41"E	186.69'
L52	N14°30'00"E	77.48'
L53	S75°30'00"E	95.00'
L54	S75°30'00"E	120.98'
L55	N59°30'00"E	14.14'
L56	S71°22'49"E	54.14'
L57	S47°49'49"E	51.62'
L58	S74°42'13"E	170.53'
L59	S02°03'39"E	149.85'
L60	S01°56'03"E	95.45'
L61	S49°35'47"W	212.37'
L62	N40°28'04"E	95.44'
L63	N40°23'38"W	115.53'
L64	N53°10'48"E	521.52'
L65	N56°29'13"W	125.16'
L66	S30°47'56"W	105.27'
L67	N33°38'51"W	130.15'
L68	N60°22'17"E	105.28'
L69	N27°05'39"W	142.76'
L70	N53°10'48"E	306.77'
L71	S13°42'17"E	20.00'
L72	S75°57'58"W	20.00'
L73	N13°42'17"W	20.00'
L74	N41°25'40"E	26.61'

FINAL PLAT OF WYNSERRA STREET DEDICATION AND RESERVES SEC 1

A SUBDIVISION OF 55.97 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64 AND
EDWARD BRADLEY LEAGUE, A-44
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

0 LOTS 4 RESERVES 3 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713–783–6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 55.97 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 and the Edward R Bradley Survey, Abstract No. 44 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Official Public Records Brazoria County (OPRBC) and a called 6.198 acre tract of land conveyed to 521 Opportunity LLC by Special Warranty Deed recorded in Clerk's File No. 2024023665 of the Brazoria County Deed Records; said 55.97 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found Concrete Monument being the southwest corner of said 706.497 acre tract, common with the northeast line of F.M. 521 (width varies) recorded in Volume 243, Page 194 of the Brazoria County Deed Records, and being the northwest corner of a called 50'x75' to Stella Smith recorded in Volume 570, Page 471 of the Brazoria County Deed Records;

THENCE, along the southwest line of said 706.497 acre tract of land, common with northeast line of F.M. 521 the following three (3) courses and distances:

1. North 40°22'41" West, 53.45 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. North 38°45'52" West, 353.37 feet to a found 3/4–inch iron pipe;

3. North 36°49'12" West, 425.38 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being 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 35.00 feet, a central angle of 90°00'00", an arc length of 54.98 feet, and a long chord bearing South 81°49'10" East, 49.50 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the right;

THENCE, North 53°10'48" East, 306.77 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being in the southeast line of proposed Wynserra Sec 1;

THENCE, along said southeast line of Proposed Wynserra Sec 1 the following seven (7) courses and distances:

1. Along the arc of said curve to the right having a radius of 2000.00 feet, a central angle of 05°57'49", an arc length of 208.17 feet, and a long chord bearing North 56°09'43" East, 208.07 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a reverse curve;

2. Along the arc of said reverse curve to the left having a radius of 650.00 feet, a central angle of 12°44'24", an arc length of 144.53 feet, and a long chord bearing North 52°46'25" East, 144.23 feet to found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a non–tangent curve to the left

3. Along the arc of said non–tangent curve to the left having a radius of 1460.00 feet, a central angle of 09°53'41", an arc length of 252.13 feet, and a long chord bearing North 41°27'23" East, 251.82 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a compound curve;

4. Along the arc of said compound curve to the left having a radius of 25.00 feet, a central angle of 92°59'45", an arc length of 40.58 feet, and a long chord bearing North 09°59'20" West, 36.27 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

5. North 33°30'47" East, 100.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a non–tangent curve to the left;

6. Along the arc of said non–tangent curve to the left having a radius of 25.00 feet, a central angle of 92°45'15", an arc length of 40.47 feet, and a long chord bearing North 77°10'33" East, 36.19 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

7. North 30°47'56" East, 98.22 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 1840.00 feet, a central angle of 28°04'33", an arc length of 901.63 feet, and a long chord bearing North 44°50'13" East, 892.64 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being in the southeast line of proposed Wynserra Sec 2 being at the beginning of a reverse curve;

THENCE, along said southeast line of proposed Wynserra Sec 2 the following seven (7) courses and distances:

1. Along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 92°31'20", an arc length of 40.37 feet, and a long chord bearing North 12°36'49" East, 36.12 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. North 56°21'09" East, 60.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

3. South 33°38'51" East, 8.11 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the left;

4. Along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 84°05'19", an arc length of 36.69 feet, and a long chord bearing South 75°41'30" East, 33.49 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a reverse curve;

5. Along the arc of said reverse curve to the right having a radius of 1840.00 feet, a central angle of 12°15'25", an arc length of 393.62 feet, and a long chord bearing North 68°23'32" East, 392.87 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a reverse curve;

6. Along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 87°54'01", an arc length of 38.35 feet, and a long chord bearing North 30°34'14" East, 34.70 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a compound curve;

7. Along the arc of said compound curve to the left having a radius of 1760.00 feet, a central angle of 22°44'22", an arc length of 698.50 feet, and a long chord bearing North 24°44'57" West, 693.93 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 56°21'09" East, 411.02 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 13°22'55" East, 137.41 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 33°38'51" East, 414.03 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 10°32'11" West, 31.36 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 15°16'17" East, 114.63 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 70°21'48" East, 20.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being 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 50.00 feet, a central angle of 43°01'40", an arc length of 37.55 feet, and a long chord bearing South 01°52'38" East, 36.67 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 66°36'33" West, 23.97 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 00°48'31" East, 134.44 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 04°12'03" East, 18.98 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 04°12'03" East, 80.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of non–tangent curve to the right;

THENCE, along the arc of said non–tangent curve to the right having a radius of 1760.00 feet, a central angle of 34°39'16", an arc length of 1064.51 feet, and a long chord bearing South 76°52'25" East, 1048.35 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 29°35'25" West, 118.31 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 00°04'06" West, 1092.88 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 87°56'21" West, 279.74 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 02°03'39" West, 1073.53 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 56°37'04" West, 137.64 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 89°33'25" West, 173.22 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 86°55'03" West, 105.16 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 84°00'47" West, 52.59 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 82°33'32" West, 47.96 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 81°55'34" West, 51.79 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 81°25'05" West, 47.92 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 79°12'45" West, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 77°06'41" West, 105.16 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 75°00'36" West, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 72°54'31" West, 52.58 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 71°49'41" West, 105.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 68°35'12" West, 157.78 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 62°54'21" West, 45.57 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 17°54'21" West, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 62°54'21" West, 27.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 27°05'39" East, 89.98 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 88°27'45", an arc length of 38.60 feet, and a long chord bearing South 71°19'32" East, 34.88 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 25°33'24" East, 50.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being 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 1975.00 feet, a central angle of 03°04'29", an arc length of 105.99 feet, and a long chord bearing South 62°54'21" West, 105.98 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 28°37'53" West, 50.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a non–tangent curve to the left;

THENCE, along the arc of said non–tangent curve to the left having a radius of 25.00 feet, a central angle of 88°27'45", an arc length of 38.60 feet, and a long chord bearing North 17°08'14" East, 34.88 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 27°05'39" West, 93.50 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 3970.00 feet, a central angle of 01°48'29", an arc length of 125.28 feet, and a long chord bearing North 27°59'53" West, 125.27 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a compound curve;

THENCE, along the arc of said compound curve to the left having a radius of 25.00 feet, a central angle of 90°59'28", an arc length of 39.70 feet, and a long chord bearing North 74°23'52" West, 35.66 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 29°53'36" West, 50.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" 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 1625.01 feet, a central angle of 00°00'58", an arc length of 0.46 feet, and a long chord bearing North 60°06'53" East, 0.46 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a reverse curve;

THENCE, along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 90°28'39", an arc length of 39.48 feet, and a long chord bearing North 14°53'03" East, 35.50 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a compound curve;

THENCE, along the arc of said compound curve to the left having a radius of 3970.00 feet, a central angle of 01°40'23", an arc length of 115.92 feet, and a long chord bearing North 31°11'28" West, 115.92 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a compound curve;

THENCE, along the arc of said compound curve to the left having a radius of 25.00 feet, a central angle of 88°57'38", an arc length of 38.82 feet, and a long chord bearing North 76°30'28" West, 35.03 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a compound curve;

THENCE, along the arc of said compound curve to the left having a radius of 1760.00 feet, a central angle of 28°12'47", an arc length of 866.64 feet, and a long chord bearing South 44°54'19" West, 857.91 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 30°47'56" West, 104.38 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 87°17'09", an arc length of 38.09 feet, and a long chord bearing South 12°50'37" East, 34.51 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 33°30'47" West, 100.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a non–tangent curve to the left;

THENCE, along the arc of said non–tangent curve to the left having a radius of 25.00 feet, a central angle of 87°15'11", an arc length of 38.07 feet, and a long chord bearing South 79°53'12" West, 34.50 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a reverse curve;

THENCE, along the arc of said reverse curve to the right having a radius of 1540.00 feet, a central angle of 09°16'34", an arc length of 249.32 feet, and a long chord bearing South 40°53'53" West, 249.05 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 45°32'10" West, 119.62 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 2000.00 feet, a central angle of 06°46'13", an arc length of 236.32 feet, and a long chord bearing South 48°55'16" West, 236.19 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 49°57'46" East, 168.29 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 76°08'09" East, 20.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being 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 50.00 feet, a central angle of 70°04'38", an arc length of 61.15 feet, and a long chord bearing South 48°54'10" East, 57.41 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 06°03'31" West, 30.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 50°14'58" East, 115.50 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 84°45'02" East, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 39°45'02" East, 89.57 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 25°55'29" East, 82.16 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 43°03'23" East, 73.34 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 59°15'17" East, 144.61 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 89°38'43" East, 244.51 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 61°40'25" East, 108.88 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 61°37'51" East, 67.89 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 47°25'41" East, 186.69 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 14°30'00" East, 77.48 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 75°30'00" East, 95.00 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner" being at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 75.00 feet, a central angle of 66°58'05", an arc length of 87.66 feet, and a long chord bearing North 71°00'57" East, 82.76 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 75°30'00" East, 120.98 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 59°30'00" East, 14.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 71°22'49" East, 54.14 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 87°56'21" East, 398.01 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 47°49'49" East, 51.62 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 74°42'13" East, 170.53 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 02°03'39" East, 149.85 feet to a found 3/4–inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, South 87°56'21" West, 427.04 feet to a found 5/8–inch iron rod with cap stamped "Miller Survey";

THENCE, South 01°56'03" East, 95.45 feet to a found Concrete Monument being in the south line of said 706.497 acre tract;

THENCE, along said south line, the following seven (7) courses and distance:

1. South 49°35'41" West, 688.19 feet to a found Concrete Monument;

2. North 40°29'38" West, 313.47 feet to a found 5/8–inch iron rod;

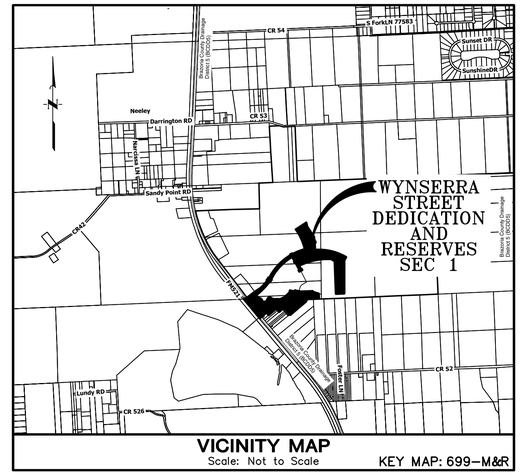
3. South 49°35'47" West, 212.37 feet to a found Concrete Monument;

4. North 40°28'35" West, 140.07 feet to a found 1/2–inch iron rod with cap stamped "Pinpoint RPLS 6086";

5. South 49°36'48" West, 329.73 feet to a found 1/2–inch iron rod with cap stamped "Survey 1";

6. North 40°23'38" West, 115.53 feet to a found 1/2–inch iron rod with cap stamped "Survey 1";

7. South 49°22'34" West, 293.32 feet to the POINT OF BEGINNING, CONTAINING 55.97 acres of land in Brazoria County, Texas.



VICINITY MAP

Scale: Not to Scale

KEY MAP: 699–M&R

PARKLAND BANK

PLAT	NUMBER OF LOTS	PARKLAND REQUIREMENT (1 AC/54 DU) 46 AC	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK CREDIT (100%)	DRAINAGE/ DETENTION	DRAINAGE/ DETENTION (50%)	PARK CREDIT PROVIDED (AC)	PARKLAND TAKEN FROM BANK (AC)	REMAINING PARK CREDIT (AC)
WYNSERRA STD AND RESERVES SEC 1	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48
TOTAL	0	0.00	3.26	3.26	44.44	22.22	25.48	0.00	25.48

FINAL PLAT OF WYNSERRA STREET DEDICATION AND RESERVES SEC 1

A SUBDIVISION OF 55.97 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 AND EDWARD BRADLEY SURVEY, A-44 CITY OF IOWA COLONY CITY LIMITS BRAZORIA COUNTY, TEXAS

0 LOTS 4 RESERVES 3 BLOCKS

JULY 2026

OWNER

DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713–783–6702

ENGINEER/PLANNER/SURVEYOR:

QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware Limited Liability Company, acting by and through _____, _____, being an officer of DRP TX 5, LLC, a Delaware Limited Liability Company, owner hereinafter referred to as Owners of the 55.97 acre tract described in the above and foregoing map of Wynserra Street Dedication and Reserves Sec 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware Limited Liability Company has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__,

DRP TX 5, LLC,
a Delaware Limited Liability Company

By: DW General Partner, LLC
a Delaware Limited Liability Company
Its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ Date
Lee Walden, P.E.
President

_____ Date
Kerry Osburn
Vice President

_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Street Dedication and Reserves Sec 1 as shown hereon.

_____
David Hurst, Chairman

_____
Demond Woods

_____
Brenda Dillon

_____
Terry Hayes

_____
Les Hosey

_____
Robert Wall

_____
De'Angelique Hardeman

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_.

_____
Dinh V. Ho, P.E.

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Street Dedication and Reserves Sec 1 as shown hereon.

_____
Wil Kennedy, Mayor

_____
Margaret Madariaga

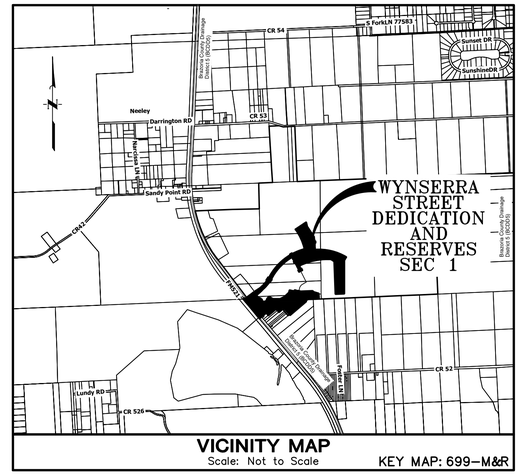
_____
Arnetta Hicks-Murray

_____
Marquette Greene-Scott

_____
Timothy Varlack

_____
Kareem Boyce

_____
Sydney Hargroder



VICINITY MAP
Scale: Not to Scale
KEY MAP: 699-M&R

FINAL PLAT OF WYNSERRA STREET DEDICATION AND RESERVES SEC 1

A SUBDIVISION OF 55.97 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64 AND EDWARD BRADLEY SURVEY, A-44 CITY OF IOWA COLONY CITY LIMITS BRAZORIA COUNTY, TEXAS

0 LOTS 4 RESERVES 3 BLOCKS

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046109
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

Alexandra Ruiz
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
alruiz@quiddity.com

Re: Wynserra Wastewater Treatment Plant Final Plat
+/-3.167 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8491
ALLC Project No. 710-26-002-041

Dear Ms. Ruiz:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Wastewater Treatment Plant Final Plat, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 20, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

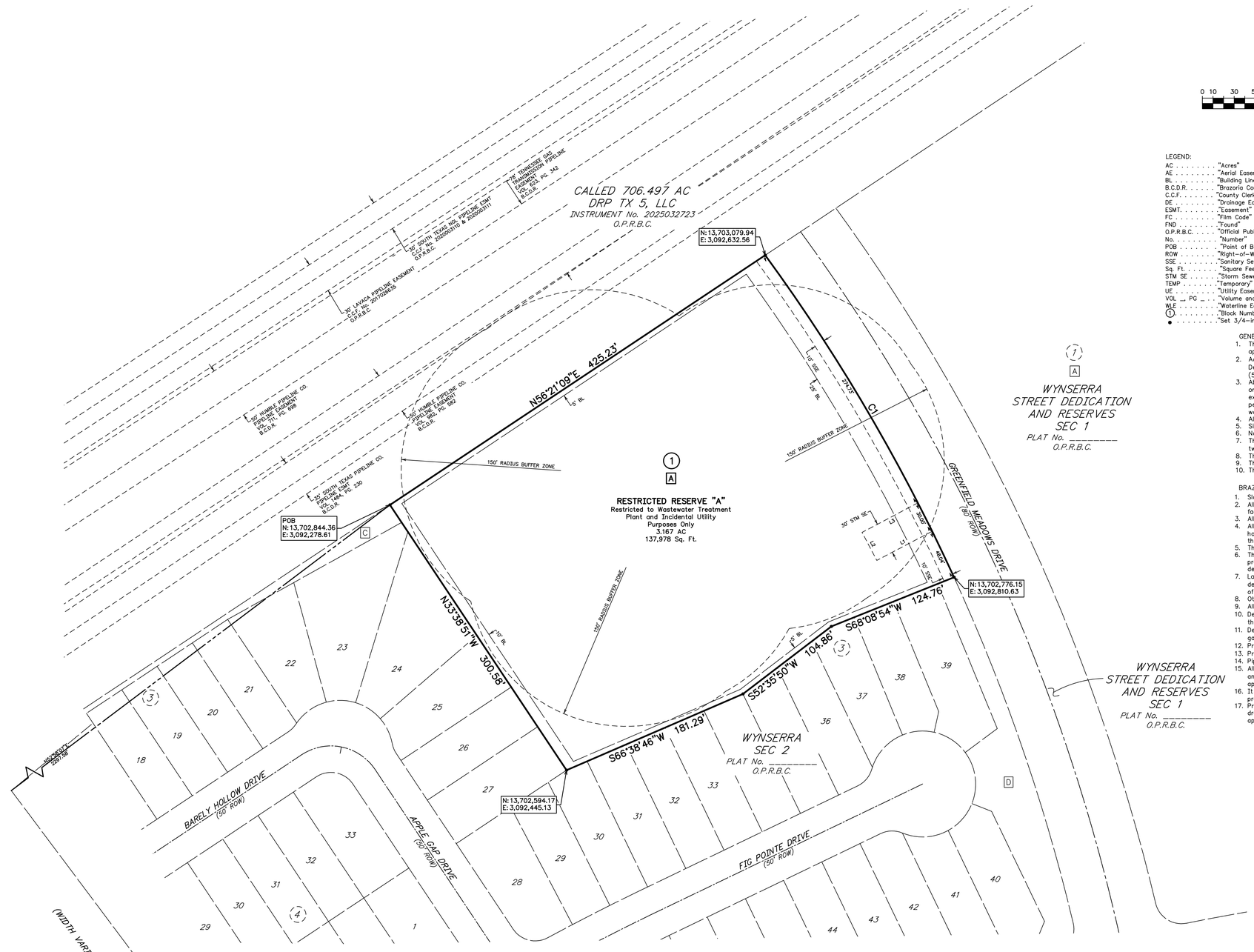
Following consideration at the Planning and Zoning Commission meeting, the plat will be placed on the November 16, 2026, City Council agenda for consideration.

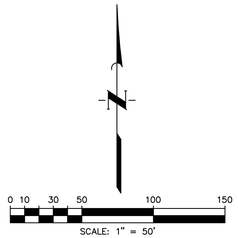
Should you have any questions, please do not hesitate to call our office.

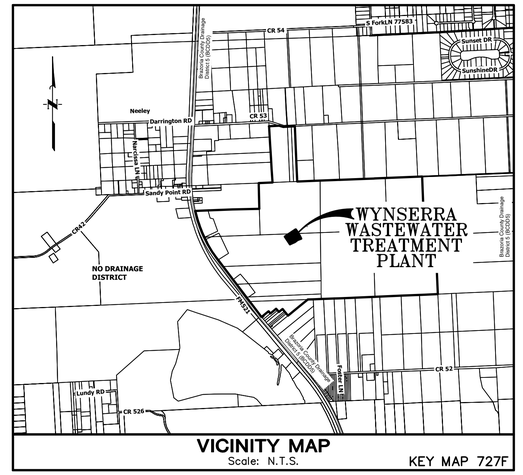
Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-041







LEGEND:

AC	"Acres"
AE	"Aerial Easement"
BL	"Building Line"
B.C.D.R.	"Brazoria County Deed Records"
C.C.F.	"County Clerk's File"
DE	"Drainage Easement"
ESMT.	"Easement"
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FND	"Found"
O.P.R.B.C.	"Official Public Records, Brazoria County"
No.	"Number"
POB	"Point of Beginning"
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Sq. Ft.	"Square Feet"
STM SE	"Storm Sewer Easement"
TEMP	"Temporary"
UE	"Utility Easement"
VOL _, PG _	"Volume and Page"
WLE	"Waterline Easement"
(1)	"Block Number"
●	"Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"

GENERAL NOTES:

1. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.00013478.
2. According to Map No. 48039C0275K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazoria County, revised December 30, 2020, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain.
3. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
4. All building lines along street rights-of-way are as shown on the plat.
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6. No building permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
7. The final plat will expire two (2) years after final approval by the City Council if construction of the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
8. This plat lies within Brazoria County Municipal Utility District No. 90.
9. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
10. This plat is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 NOTES:

1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the residential site is limited to an average imperviousness of no more than 60 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be a minimum of 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No. 2007-06 & No. 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No. 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5, Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°14'04"E	59.03'
L2	S27°45'02"E	29.87'
L3	S62°06'55"W	59.59'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1760.00'	11°29'04"	352.77'	S30°22'36"E	352.18'	176.98'

FINAL PLAT OF WYNSERRA WASTEWATER TREATMENT PLANT

A SUBDIVISION OF 3.167 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

K:\30006\30006-0003-01 Maple Farms Wastewater Treatment Plant Phase I\2 Design Phase\Planning\WYNSERRA WWTP - PLAT.dwg Oct 22,2026 - 3:48pm kblake

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 3.167 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Brazoria County Official Public Records (BCOPR); said 3.167 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found Concrete Monument being a southern corner of said 706.497 acre tract, being common with the northeast line of F.M. 521 (right-of-way varies) as recorded in Volume 243, Pages 193 and 194 of the Brazoria County Deed Records (BCDR), and being the northwest corner of a called 50 foot by 75 foot tract to Stella Smith by Volume 570, Page 471 BCDR;

THENCE, North 40°22'41" West, along the southwest line of said 706.497 acre tract common with said northeast line of F.M. 521, 53.45 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 38°45'52" West, continuing along said common line, 353.37 feet to a found 3/4-inch iron pipe;

THENCE, North 36°49'12" West, continuing along said common line, at 390.38 feet passing the southwest corner of a called 6.198 acre tract of land conveyed to 521 Opportunity LLC by Special Warranty Deed recorded in Clerk's File No. 2024023665 BCOPR, continuing along southwest line of said 6.198 acre tract common with the northeast line of said F.M. 521, in all a total distance of 1239.86 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the northwest corner of said 6.198 acre tract;

THENCE, North 50°26'09" East, 315.36 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the northeast corner of said 6.198 acre tract, being common with the northwest corner of proposed Wynserra Sec 1;

THENCE, North 50°26'15" East, along the northwest line of said proposed Wynserra Sec 1, 916.49 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the north corner of said proposed Wynserra Sec 1, being common with the western corner of proposed Wynserra Sec 2;

THENCE, North 50°23'49" East, along the northwest line of said proposed Wynserra Sec 2, 29.54 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 50°26'09" East, continuing along said northwest line, 54.34 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 56°21'09" East, continuing along said northwest line, 984.84 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the POINT OF BEGINNING of herein described tract;

THENCE, North 56°21'09" East, over and across said 706.497 acre tract, 425.23 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the north corner of herein described tract, and being in the northwest corner of proposed Greenfield Meadows Drive being at the beginning of a non-tangent curve to the right;

THENCE, along westerly right-of-way line of said proposed Greenfield Meadows Drive, along the arc of said non-tangent curve to the right having a radius of 1760.00 feet, a central angle of 11°29'04", an arc length of 352.77 feet, and a long chord bearing South 30°22'36" East, 352.18 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the southeast corner of herein described tract, being common the northeast corner of proposed Wynserra Sec 2;

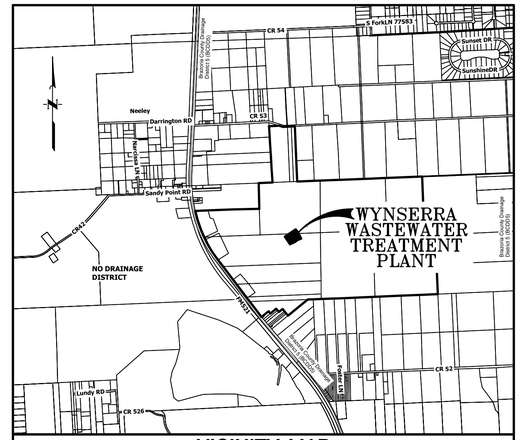
THENCE, along the northwest line of said proposed Wynserra Sec 2 the following four (4) courses and distances:

1. South 68°08'54" West, 124.76 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

2. South 52°35'50" West, 104.86 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

3. South 66°38'46" West, 181.29 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

4. North 33°38'51" West, 300.58 feet to the POINT OF BEGINNING, CONTAINING 3.167 acres of land in Brazoria County, Texas.



VICINITY MAP
Scale: N.T.S.
KEY MAP 727F

FINAL PLAT OF
WYNSERRA WASTEWATER TREATMENT PLANT

A SUBDIVISION OF 3.167 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JULY 2026

OWNER
DRP TX 5, LLC,
a Delaware limited liability company
520 MADISON AVE, 21st FLOOR
NEW YORK, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

K:\30006\30006-0003-01 Maple Farms Wastewater Treatment Plant Phase 1\2 Design Phase\Planning\WYNSERRA WWTP - PLAT.dwg Oct 22,2026 - 3:49pm kblake

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware limited liability company, acting by and through _____, _____, owner hereinafter referred to as Owners of the 3.167 acre tract described in the above and foregoing map of **Wynserra Wastewater Treatment Plant**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware limited liability company, has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__.

DRP TX 5, LLC,
a Delaware limited liability company

By: DW General Partner, LLC,
a Delaware limited liability company
its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ Date
Lee Walden, P.E.
President

_____ Date
Kerry Osburn
Vice President

_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_.

_____
Dinh V. Ho, P.E.

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____ 20___, has approved this plat and subdivision of Wynserra Wastewater Treatment Plant as shown hereon.

_____
David Hurst, Chairman

_____
Demond Woods

_____
Brenda Dillon

_____
Terry Hayes

_____
Les Hosey

_____
Robert Wall

_____
De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20___, has approved this plat and subdivision of Wynserra Wastewater Treatment Plant as shown hereon.

_____
Wil Kennedy, Mayor

_____
Margaret Madariaga

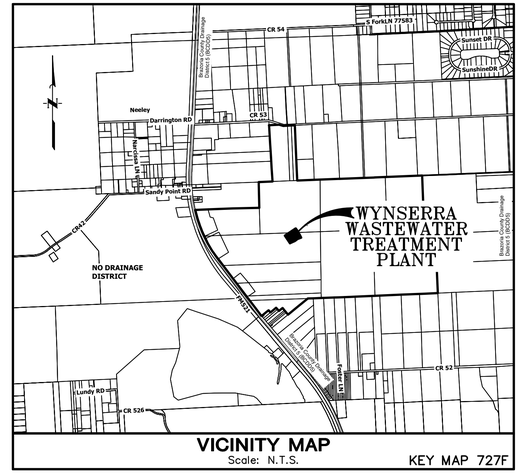
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VICINITY MAP
Scale: N.T.S. KEY MAP 727F

FINAL PLAT OF
WYNSERRA WASTEWATER TREATMENT PLANT

A SUBDIVISION OF 3.167 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS
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1 RESERVE 1 BLOCK

JULY 2026

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ADICO
CONSULTING ENGINEERS

Thursday, October 22, 2026

David Morales
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
Woodlands, TX 77380
dmorales@quiddity.com

Re: Wynserra Water Plant Final Plat
+/-2.005 acres, Chester S. Gorbet Survey, Abstract No. 64, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve - Updated
COIC Project No. 8490
ALLC Project No. 710-26-002-042

Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Water Plant Final Plat, received on or about October 20, 2026. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objection to the final plat as resubmitted on October 20, 2026.

Please provide at least two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, October 27, 2026, for consideration at the November 3, 2026, Planning and Zoning Commission meeting.

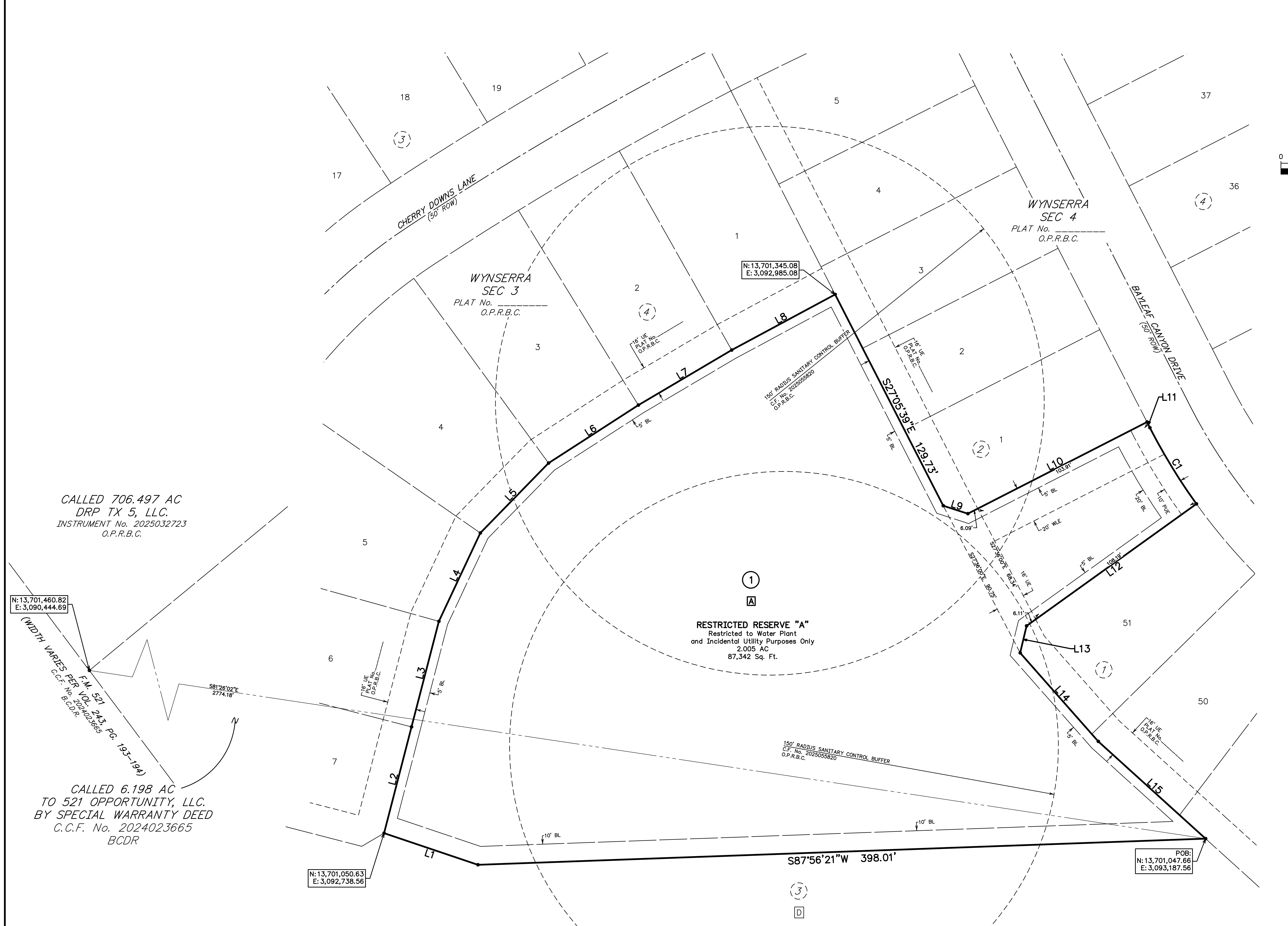
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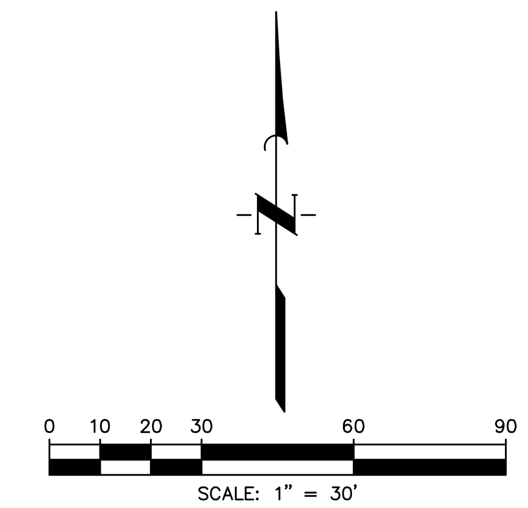
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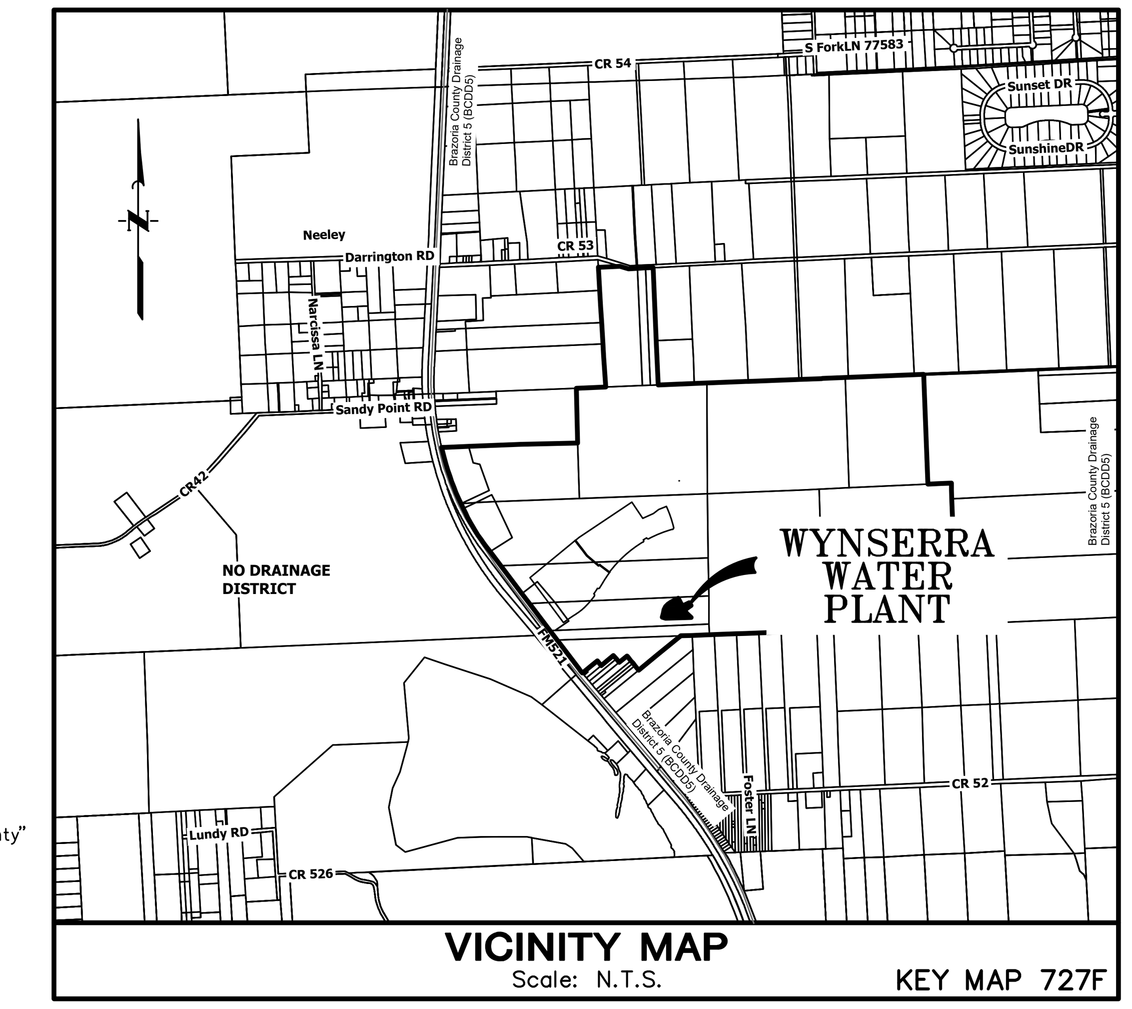
Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-002-042







LEGEND:

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A.E. . . . . "Aerial Easement"
B.C.D.R. . . . . . "Brazoria County Deed Records"
BL . . . . "Building Line"
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ROW . . . . "Right-of-Way"
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Stm SE . . . . . . "Storm Sewer Easement"
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VOL _, PG _ . . . "Volume and Page"
WLE . . . . "Waterline Easement"
(1). . . . . "Block Number"
● . . . . "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"

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7. The final plat will expire two (2) years after final approval by the City Council if construction or the improvements has not commenced within the two (2) year period or the one (1) year extension period granted by City Council.
8. This plat lies within Brazoria County Municipal Utility District No. 90.
9. This plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony, dated August 12, 2024.
10. This plat is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat and Wynserra Sec 4 plat.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 NOTES:

1. Slab elevations (finished floor) shall be minimum of two (2) feet above the Base Flood Elevation (BFE) or two (2) feet above natural grade, whichever is greater.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies with Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the commercial site is limited to an average imperviousness of no more than 60 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
9. All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be a minimum of 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No. 2007-06 & No. 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No. 2007-08).
13. Prohibited use of "rip-rap" in storm water/sewer applications (District policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N71°22'49"W	54.14'
L2	N14°30'00"E	60.00'
L3	N14°31'29"E	59.65'
L4	N25°07'25"E	53.33'
L5	N44°18'43"E	53.33'
L6	N57°09'20"E	58.46'
L7	N59°27'36"E	59.24'
L8	N61°43'37"E	64.19'
L9	S72°05'39"E	14.14'
L10	N62°54'21"E	110.00'
L11	S27°05'39"E	3.45'
L12	S54°17'31"W	114.30'
L13	S13°29'41"W	15.14'
L14	S41°24'59"E	64.53'
L15	S47°49'49"E	79.18'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	325.00'	8°36'51"	48.86'	S31°24'04"E	48.82'	24.48'

FINAL PLAT OF
WYNSERRA
WATER PLANT

A SUBDIVISION OF 2.005 ACRES OF LAND OUT OF THE CHESTER S. GORBET SURVEY, A-64

CITY OF IOWA COLONY CITY LIMITS BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JULY 2026

OWNER
DRP TX 5, LLC
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

SHEET **1** OF **2**

K:\30006\30006-0002-01 Maple Farms Water Plant No. 1\2 Design Phase\Planning\Wynserra Water Plant-PLAT.dwg Oct 22,2026 - 3:50pm kblake

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, DRP TX 5, LLC, a Delaware limited liability company, acting by and through _____, _____ being an officer of DRP TX 5, LLC, a Delaware limited liability company, owner hereinafter referred to as Owners of the 2.005 acre tract described in the above and foregoing map of **Wynserra Water Plant**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

IN TESTIMONY WHEREOF, the DRP TX 5, LLC, a Delaware limited liability company has caused these presents to be signed by _____, _____, thereunto authorized this ____ day of _____, 202__.

DRP TX 5, LLC,
a Delaware limited liability company

By:DW General Partner, LLC
a Delaware limited liability company
Its Manager

By: _____

Name: _____

Title: _____

STATE OF NEW YORK §

COUNTY OF _____ §

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

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

_____
Notary Public in and for the State of New York

_____
Print Name

My commission expires: _____

I, Steven Jares, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this subdivision is true and correct; was prepared from an actual boundary survey of the property made on the ground under my supervision according to the standards of practice of the Texas Board of Professional Land Surveyors; that the plat boundary corners have been tied to the nearest street intersection; that the boundary corners, angle points, points of curvature/tangency and other points of reference were marked on the ground before I signed and sealed this document; and that all previously existing property markers are sufficiently described on this document as found and all set markers are a minimum 5/8-inch diameter iron rod with surveyor's cap.

_____
Steven Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

This is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 202_

_____
Dinh V. Ho, P.E.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 2.005 acre tract of land situated in the Chester S Gorbet Survey, Abstract No. 64 in Brazoria County, Texas, being out of a called 706.497 acre tract of land conveyed to DRP TX 5, LLC. by Special Warranty Deed recorded in Clerk's File No. 2025032723 of the Brazoria County Official Public Records (BCOPR); said 2.005 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 found Concrete Monument being a south corner of said 706.497 acre tract, being common with the east corner of a called 2 acre tract to Hortense Mitchell by Quitclaim Deed recorded in Clerk's File No. 2012018372 BCOPR, and being in the northwest line of a called 11.97 acre tract of land conveyed to Breda Gobellan by Special Warranty Deed recorded in Clerk's File No. 2008029823 BCOPR;

THENCE, North 49°35'41" East, along the south line of said 706.497 acre tract, common with the northwest line of said 11.97 acre tract, 688.19 feet to a found Concrete Monument;

THENCE, North 01°56'04" West, departing the northwest line of said 11.97 acre tract, continuing along south line of said 706.497 acre tract, 95.44 feet to a 5/8-inch iron rod with cap stamped Miler Survey;

THENCE, North 87°56'21" East, along the south line of said 706.497 acre tract of land, 427.04 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, over and across said 706.497 acre tract the following three (3) courses and distances:

1. North 02°03'39" West, 149.85 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. North 74°42'13" West, 170.53 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 47°49'49" West, 51.62 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" being the POINT OF BEGINNING of the herein described tract;

THENCE, South 87°56'21" West, 398.01 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, North 71°22'49" West, 54.14 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, along the southeast side of proposed Wynserra Sec 3 the following seven (7) courses and distances:

1. North 14°30'00" East, 60.00 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. North 14°31'29" East, 59.65 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 25°07'25" East, 53.33 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
4. North 44°18'43" East, 53.33 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
5. North 57°09'20" East, 58.46 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
6. North 59°27'36" East, 59.24 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
7. North 61°43'37" East, 64.19 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";

THENCE, over and across said 706.497 acre tract the following nine (9) courses and distances:

1. South 27°05'39" East, 129.73 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
2. South 72°05'39" East, 14.14 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
3. North 62°54'21" East, 110.00 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
4. South 27°05'39" East, 3.45 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner" at the beginning of a curve to the left;
5. Along the arc of said curve to the left having a radius of 325.00 feet, a central angle of 08°36'51", an arc length of 48.86 feet, and a long chord bearing South 31°24'04" East, 48.82 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
6. South 54°17'31" West, 114.30 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
7. South 13°29'41" West, 15.14 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
8. South 41°24'59" East, 64.53 feet to a found 3/4-inch iron rod with cap stamped "Quiddity ENG Property Corner";
9. South 47°49'49" East, 79.18 feet to the POINT OF BEGINNING, CONTAINING 2.005 acres of land in Brazoria County, Texas.

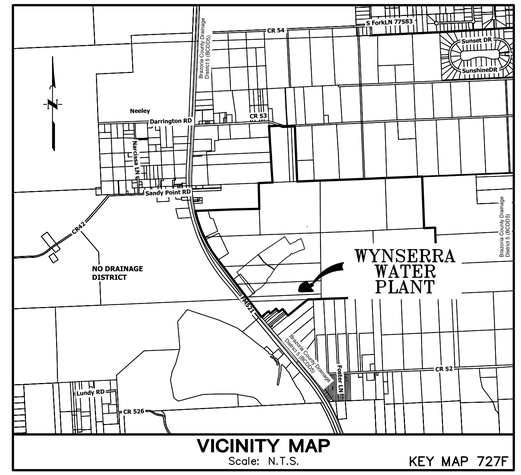
APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

_____ Date
Lee Walden, P.E.
President

_____ Date
Kerry Osburn
Vice President

_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer



VICINITY MAP
Scale: N.T.S. KEY MAP 727F

CERTIFICATE OF PLANNING COMMISSION

This is to certify that City Planning Commission of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Water Plant as shown hereon.

_____ David Hurst, Chairman

_____ Demond Woods

_____ Brenda Dillon

_____ Terry Hayes

_____ Les Hosey

_____ Robert Wall

_____ De'Angelique Hardeman

CERTIFICATE OF CITY COUNCIL

This is to certify that City Council of the City of Iowa Colony, Texas this _____ day of _____, 20__, has approved this plat and subdivision of Wynserra Water Plant as shown hereon.

_____ Wil Kennedy, Mayor

_____ Margaret Madariaga

_____ Arnetta Hicks-Murray

_____ Marquette Greene-Scott

_____ Timothy Varlack

_____ Kareem Boyce

_____ Sydney Hargroder

FINAL PLAT OF
WYNSERRA
WATER PLANT

A SUBDIVISION OF 2.005 ACRES OF LAND
OUT OF THE
CHESTER S. GORBET SURVEY, A-64
CITY OF IOWA COLONY CITY LIMITS
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JULY 2026

OWNER
DRP TX 5, LLC
a Delaware limited liability company
520 Madison Ave, 21st Floor
New York, NY 10022
713-783-6702

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

CITY OF IOWA COLONY

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2026

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Iowa Colony is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

City Manager

Chris Thomas

Accountant

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Annual Comparison

FYE Results by Investment Category:

	September 30, 2025			September 30, 2026		
Asset Type	**Ave. Yield**	**Book Value**	**Market Value**	**Ave. Yield**	**Book Value**	**Market Value**
DDA/MMA/ICS	0.48%	5,340,548	5,340,548	0.02%	3,958,334	3,958,334
Pools	4.35%	9,992,799	9,992,799	3.89%	35,326,444	35,326,444
CDs / Securities	0.00%	–	–	3.86%	19,243,297	19,243,297
Totals		**$ 15,333,347**	**$ 15,333,347**		**$ 58,528,075**	**$ 58,528,075**
Fourth Quarter-End Yield	**3.00%**			**3.62%**		

Average Quarter-End Yields *(1)*:

	2025 Fiscal Year	2026 Fiscal Year
Iowa Colony	N/A	3.17%
Rolling Three Month Treasury	4.38%	3.79%
Rolling Six Month Treasury	4.35%	3.79%
TexPool	4.36%	3.73%
Fiscal YTD interest earnings	N/A (Approximate)	$ 1,458,437 (Approximate)

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2026 Book Value	June 30, 2026 Market Value	September 30, 2026 Book Value	September 30, 2026 Market Value	Ave. Yield
DDA/MMA/ICS	$ 10,055,858	$ 10,055,858	$ 3,958,334	$ 3,958,334	0.02%
Pools	17,575,726	17,575,726	35,326,444	35,326,444	3.89%
CDs / Securities	20,572,125	20,572,125	19,243,297	19,243,297	3.86%
Totals	**$ 48,203,709**	**$ 48,203,709**	**$ 58,528,075**	**$ 58,528,075**	**3.62%**

Average Yield - Current Quarter *(1)*	
Total Portfolio	3.62%
Rolling Three Month Treasury	3.93%
Rolling Six Month Treasury	3.91%
TexPool	3.76%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	3.17%
Rolling Three Month Treasury	3.79%
Rolling Six Month Treasury	3.79%
TexPool	3.73%

Interest Earnings	
Quarterly Interest Income	$ 494,695
Year-to-date Interest Income	$ 1,458,437

(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

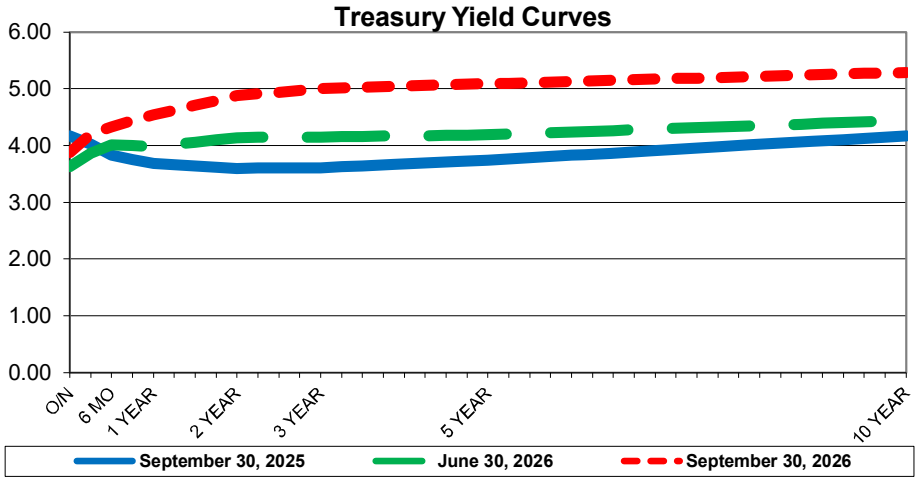
(2) **Fiscal Year-to-Date Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

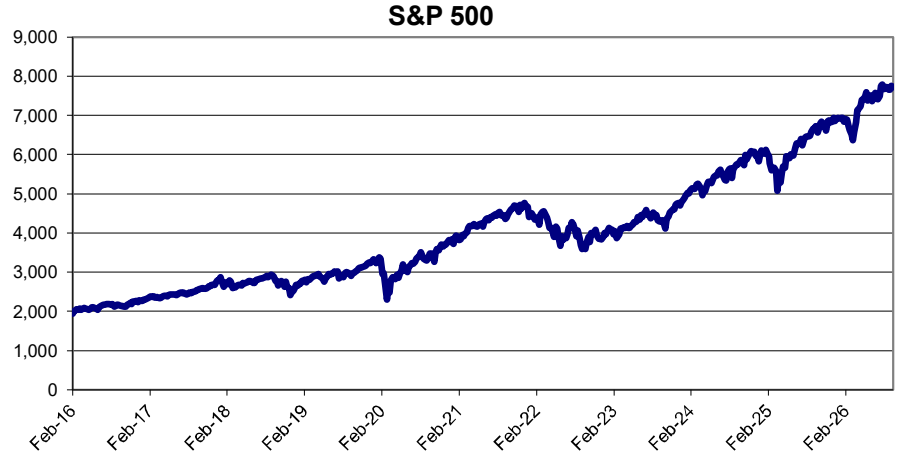
Valley View Consulting, L.L.C.

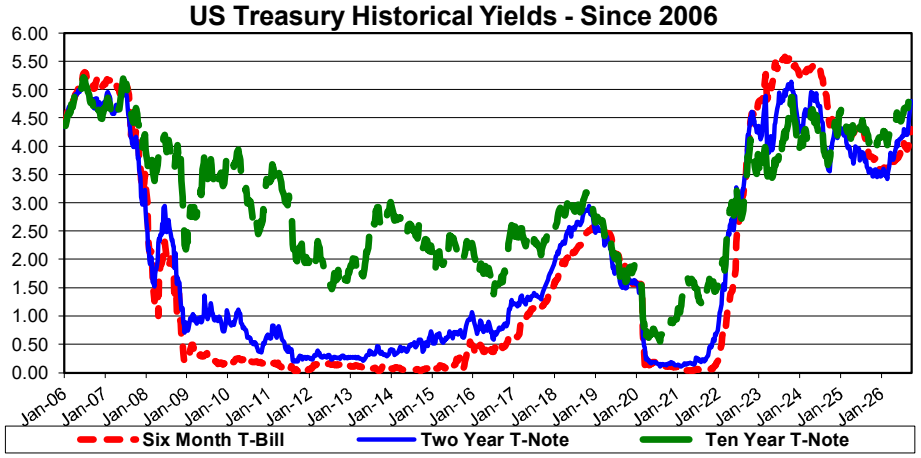
Economic Overview

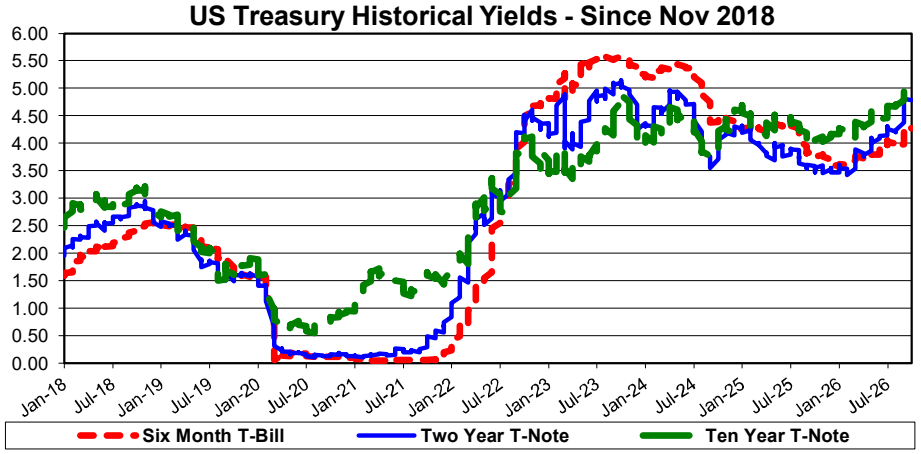
9/30/2026

The Federal Open Market Committee (FOMC) met in September and raised the Fed Funds Target range 0.25% to 3.75% - 4.00% (Effective Fed Funds trade +/-3.88%). Second Quarter GDP (Final) expanded by 2.2% and First Quarter GDP was upwardly revised to 2.5%. September Non-Farm Payroll added 29k (versus +90k expected). The three month average decreased to +51k. The S&P 500 Stock Index traded just below recent highs at +/-7,700. The positively sloped yield curve jumped upward on the FOMC action and anticipated additional increases. Crude Oil rose to +/- $90. Inflation stabilized above the FOMC 2% target (Core CPI 2.4% and Core PCE 3.0%). The uncertain world events still influence volatility.









Valley View Consulting, L.L.C.

Investment Holdings

September 30, 2026

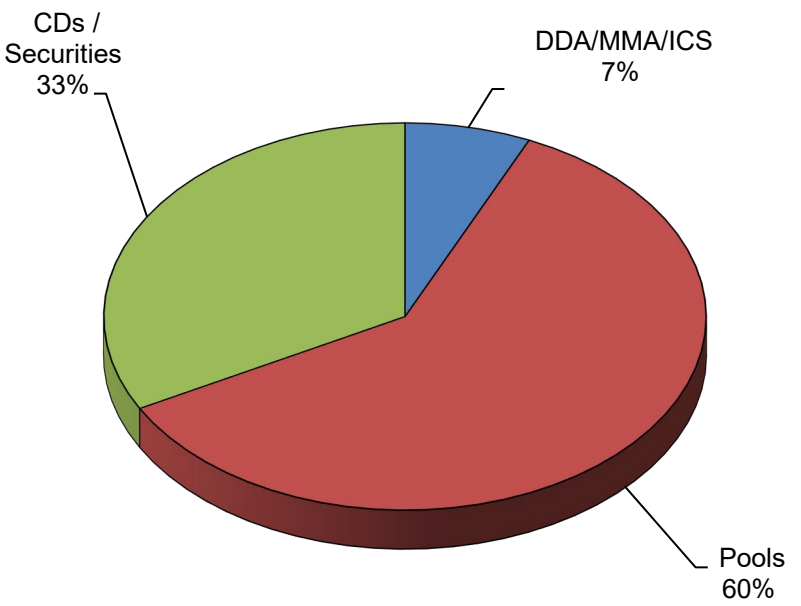
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Central Bank DDA		0.00%	10/01/26	09/30/26	$ 239,970	$ 239,970	1	$ 239,970	1	0.00%
First Liberty Bank DDA		0.00%	10/01/26	09/30/26	2,061,151	2,061,151	1	2,061,151	1	0.00%
Central Bank ICS		0.05%	10/01/26	09/30/26	1,657,213	1,657,213	1	1,657,213	1	0.05%
TexStar LGIP	AAAm	3.75%	10/01/26	09/30/26	3,775,664	3,775,664	1	3,775,664	1	3.75%
Texas CLASS LGIP	AAAm	3.91%	10/01/26	09/30/26	31,550,780	31,550,780	1	31,550,780	1	3.91%
East West Bank CD		3.79%	10/23/26	04/23/26	3,050,572	3,050,572	100	3,050,572	23	3.86%
Third Coast Bank CD		3.67%	01/25/27	04/25/26	3,046,436	3,046,436	100	3,046,436	117	3.73%
East West Bank CD		3.77%	01/25/27	04/23/26	3,050,303	3,050,303	100	3,050,303	117	3.84%
Central Nat'l Bank CD		3.85%	04/22/27	04/22/26	10,095,986	10,095,986	100	10,095,986	204	3.91%
					$ 58,528,075	**$ 58,528,075**		**$ 58,528,075**	**49**	**3.62%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

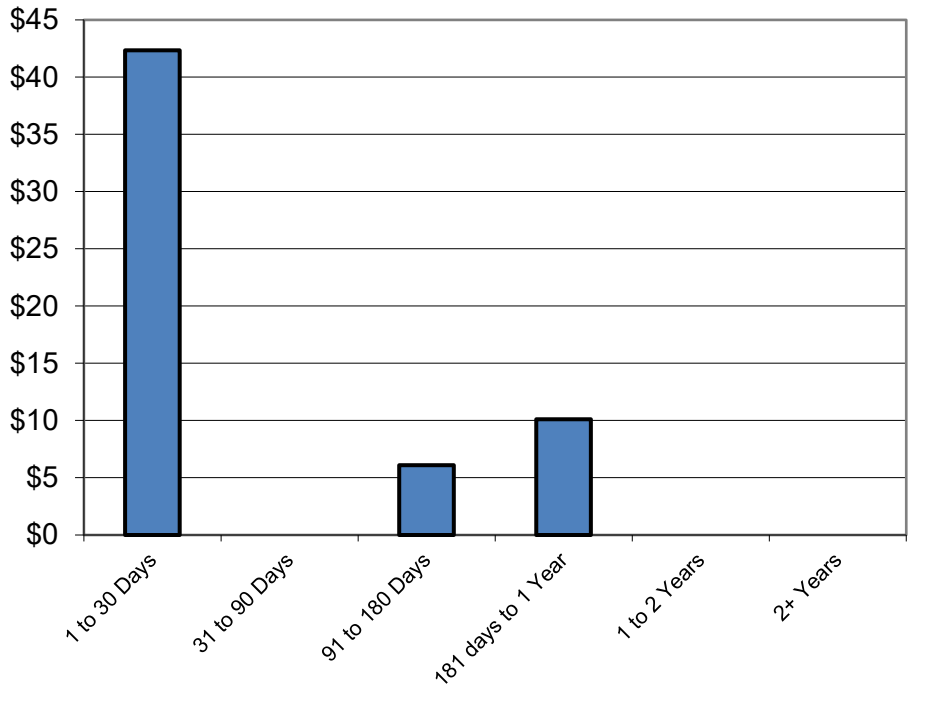
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

Valley View Consulting, L.L.C.

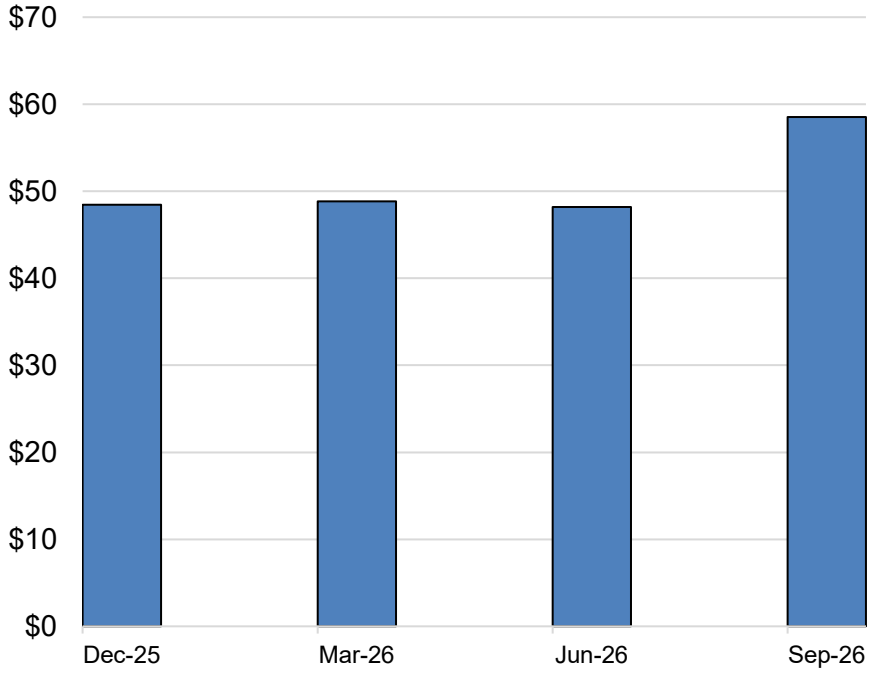
Portfolio Composition



Distribution by Maturity (Millions)

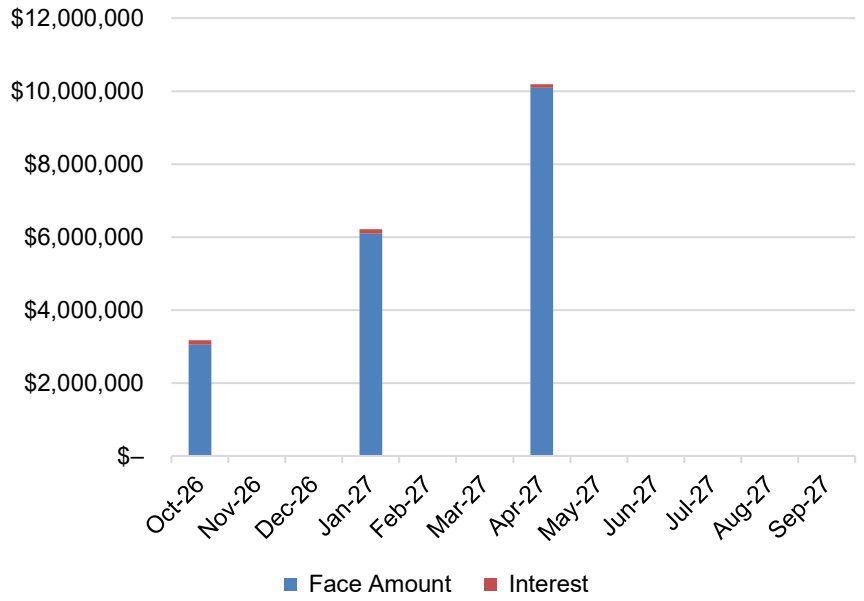


Total Portfolio (Millions)



Maturity Cash Flow - Next 12 Months

Month	Face Amount	Interest	Total
Oct-26	$ 3,050,572	$ 123,920	$ 3,174,492
Nov-26	–	18,962	18,962
Dec-26	–	18,971	18,971
Jan-27	6,096,739	115,039	6,211,778
Feb-27	–	–	–
Mar-27	–	–	–
Apr-27	10,095,986	95,843	10,191,829
May-27	–	–	–
Jun-27	–	–	–
Jul-27	–	–	–
Aug-27	–	–	–
Sep-27	–	–	–
TOTALS	**$ 19,243,297**	**$ 372,735**	**$ 19,616,032**



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/26	Increases	Decreases	Book Value 09/30/26	Market Value 06/30/26	Change in Market Value	Market Value 09/30/26
Central Bank DDA	0.00%		$ 244,129	$ –	$ (4,159)	$ 239,970	$ 244,129	$ (4,159)	$ 239,970
First Liberty Bank DDA	0.00%		3,903,569	–	(1,842,418)	2,061,151	3,903,569	(1,842,418)	2,061,151
Central Bank ICS	0.05%		5,908,160	–	(4,250,947)	1,657,213	5,908,160	(4,250,947)	1,657,213
TexStar LGIP	3.75%		3,740,924	34,739	–	3,775,664	3,740,924	34,739	3,775,664
Texas CLASS LGIP	3.91%		13,834,801	17,715,979	–	31,550,780	13,834,801	17,715,979	31,550,780
East West Bank CD	3.82%	07/23/26	1,510,671	–	(1,510,671)	–	1,510,671	(1,510,671)	–
East West Bank CD	3.86%	10/23/26	3,021,570	29,002	–	3,050,572	3,021,570	29,002	3,050,572
Third Coast Bank CD	3.73%	01/25/27	3,018,428	28,008	–	3,046,436	3,018,428	28,008	3,046,436
East West Bank CD	3.84%	01/25/27	3,021,456	28,847	–	3,050,303	3,021,456	28,847	3,050,303
Central Nat'l Bank CD	3.91%	04/22/27	10,000,000	95,986	–	10,095,986	10,000,000	95,986	10,095,986
TOTAL / AVERAGE	**3.62%**		**$ 48,203,709**	**$ 17,932,560**	**$ (7,608,195)**	**$ 58,528,075**	**$ 48,203,709**	**$ 10,324,366**	**$ 58,528,075**

Valley View Consulting, L.L.C.

Allocation
September 30, 2026

Book & Market Value	Maturity Date	Total	Ames Boulevard Retainer Fund	Crime Control Fund	General Fund	Investment Fund	NW Regioanl WWTP	Project Fund Series 2022 Fund	Utility Fund	Vehicle RPLC Fund
Central Bank DDA		$ 239,970	$ –	$ –	$ –	$ –	$ –	$ –	$ 239,970	$ –
First Liberty Bank DDA		2,061,151	–	–	1,717,700	–	–	343,451	–	–
Central Bank ICS		1,657,213	–	–	–	–	–	–	1,657,213	–
TexStar LGIP		3,775,664	–	488,782	–	2,913,835	–	–	–	373,046
Texas CLASS LGIP		31,550,780	1,690,823	–	6,972,626	–	11,832,608	–	11,054,722	–
East West Bank CD	07/23/26	–	–	–	–	–	–	–	–	–
East West Bank CD	10/23/26	3,050,572	–	–	–	–	–	–	3,050,572	–
Third Coast Bank CD	01/25/27	3,046,436	–	–	–	–	–	–	3,046,436	–
East West Bank CD	01/25/27	3,050,303	–	–	–	–	–	–	3,050,303	–
Central Nat'l Bank CD	04/22/27	10,095,986	–	–	–	–	–	–	10,095,986	–
Total		**$ 58,528,075**	**$ 1,690,823**	**$ 488,782**	**$ 8,690,326**	**$ 2,913,835**	**$ 11,832,608**	**$ 343,451**	**$ 32,195,202**	**$ 373,046**

Allocation
June 30, 2026

Book & Market Value	Maturity Date	Total	Ames Boulevard Retainer Fund	Crime Control Fund	General Fund	Investment Fund	NW Regioanl WWTP	Project Fund Series 2022 Fund	Utility Fund	Vehicle RPLC Fund
Central Bank DDA		$ 244,129	$ –	$ –	$ –	$ –	$ –	$ –	$ 244,129	$ –
First Liberty Bank DDA		3,903,569	–	–	2,295,485	–	–	1,608,084	–	–
Central Bank ICS		5,908,160	–	–	–	–	–	–	5,908,160	–
TexStar LGIP		3,740,924	–	484,285	–	2,887,026	–	–	–	369,614
Texas CLASS LGIP		13,834,801	1,674,536	–	–	–	–	4,868,869	7,291,396	–
East West Bank CD	07/23/26	1,510,671	–	–	–	–	–	–	1,510,671	–
East West Bank CD	10/23/26	3,021,570	–	–	–	–		–	3,021,570	–
Third Coast Bank CD	01/25/27	3,018,428	–	–	–	–	–	–	3,018,428	–
East West Bank CD	01/25/27	3,021,456	–	–	–	–	–	–	3,021,456	–
Central Nat'l Bank CD	04/22/27	10,000,000	–	–	–	–	–	–	10,000,000	–
Total		**$ 48,203,709**	**$ 1,674,536**	**$ 484,285**	**$ 2,295,485**	**$ 2,887,026**	**$ –**	**$ 6,476,953**	**$ 34,015,811**	**$ 369,614**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90; WITH RELATED PROVISIONS

WHEREAS, the City of Iowa Colony, Texas (the "City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 90 (the "District") within the corporate limits of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

SECTION 1. That the recitals set forth above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. That the City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 90 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 90, subject to the terms thereof and to the Consent Conditions attached as Exhibit "B" and incorporated herein in full.

SECTION 3. That this Resolution shall be effective as of May 12, 2025, that being the date that the Property was annexed into the corporate limits of the City.

SECTION 4. That it is officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THIS 16th DAY OF NOVEMBER 2026.

CITY OF IOWA COLONY

_____

Wil Kennedy, Mayor

ATTEST:

_____

Kayleen Rosser, City Secretary

VIA FEDERAL EXPRESS
City of Iowa Colony
Attn: City Manager
3144 Meridiana Parkway
Iowa Colony, Texas 77583

Re: Brazoria County Municipal Utility District No. 90 (the "**District**") – Consent to Creation of the District by the City of Iowa Colony, Texas (the "City") pursuant to that certain Development Agreement by and between the City and Maple Farms Holdings, LLC et. al., as assigned to 521 UM Holding 770 Acres, LP (the "**Development Agreement**")

Dear Sir or Madam:

Effective as of May 12, 2025, the undersigned parties, pursuant to Section 4.01 of the Development Agreement, respectfully request that the City adopt the Consent Resolution attached hereto as Exhibit "A" to evidence its consent to the creation of the District, as described in the attached Exhibit "B."

[*Intentionally left blank; signatures to follow*.]

Docusign Envelope ID: 61F09960-D30F-8175-8119-EF2D171964AD

521 UM HOLDING 770 ACRES, LP

a Texas limited partnership

By: 521 Holding TX, LLC
a Texas limited liability Company

By: Signed by: Melanie Ohl 05B564C822324DA...

Name: Melanie Ohl

Title: Manager

521 OPPORTUNITIES LLC,
a Texas limited liability company

By: _____

Name: Mark Terpstra

Title: Manager

GREGORY LLOYD MILLER TRUST

By: Gregory Miller

Name: Gregory Miller

Title: Trustee

GEN-SKIP LLC,
a Louisiana limited liability company

By: _____

Name: Michael Mire

Title: President/CEO

Exhibit “A”

Consent Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas (the "City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 90 (the "District") within the corporate limits of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and all applicable law;

WHEREAS, the City Council finds that this Resolution was passed in full compliance with the Texas Open Meetings Act and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

Section 1. The City Council hereby finds that all statements contained in the preamble or in any other part of this Resolution are true.

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 90 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 90, subject to the terms thereof and to the Consent Conditions attached as Exhibit "B" and incorporated herein in full.

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

Section 4. This Resolution shall be effective as of May 12, 2025, that being the date that the Property was annexed into the corporate limits of the City.

EFFECTIVE AS OF MAY 12, 2025.

CITY OF IOWA COLONY, TEXAS

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

Exhibit A

The Property

Exhibit "A", Page 1 of 5 Pages

County: Brazoria
Project: BCMUD 90 (Maple Farms)
M&B No.: 241424
Job Number: 4697-MUD (067158 Ph. 2)

FIELD NOTES FOR A 806.02 ACRE TRACT
BRAZORIA COUNTY MUD No. 90

Being a tract of land containing 806.02 acres (35,110,248 square feet), located in the David Tally League, Abstract Number (No.) 130, Chester S. Gorbet Survey, Abstract No. 64 and Edward Bradley Survey, Abstract No. 44 in Brazoria County, Texas; Said 806.02 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract save and except Tracts 1, 2A, 2B and 3 totaling 63.889 acres leaving a net of 706.497 acres, recorded in the name of 521 UM Holding 770 Acres, LP, in Brazoria County Clerk's File (B.C.C.F.) No. 2024043624, a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847, a portion of a called 37.695 acre tract (Tract 1) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646 and being all of a called 6.198 acres (Tract 3) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646; said 806.02 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770.386 acre tract and the herein described tract:

THENCE, along the lines common to said 770.386 acre tract, said 6.198 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;

2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;

3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 770.386 acre tract, the following three (3) courses:

1. North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at a westerly corner of the herein described tract;

2. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;

3. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and the northwest corner of said 37.695 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23, being on the line common to said 37.695 acre tract and the southerly R.O.W. line of said C.R. 53 and for a northerly corner of the herein described tract;

THENCE, along the southerly R.O.W. line of said C.R. 53 and through and across said 37.695 acre tract, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 37.695 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 37.695 acre tract and said 107.60 acre tract, South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southwest corner of said 107.60 acre tract and a northerly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract, said 107.60 acre tract and a called 945.8984 acre tract recorded in the name of Sandy Point Owner LP in B.C.C.F. No. 2023012556, North 87 degrees 47 minutes 09 seconds East, a distance of 4,469.31 feet to an angle point at the northwest corner of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the northeast corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,879.57 feet to an angle point at an easterly interior corner of the herein described tract;

2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;

3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938 and marking an easterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to a 2-inch iron pipe found at a northwesterly corner of said 93.36 acre tract, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,829.80 feet to an angle point at a southerly corner of the herein described tract;

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (8) courses:

1. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

2. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

3. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

4. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

5. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;

6. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

7. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

8. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the **POINT OF BEGINNING** and containing 806.02 acres (35,110,248 square feet) of land.

A District Boundary Map was prepared in conjunction with and accompanies this description.

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

Anthony R. Peacock

Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



MILLER SURVEY | DCCM
Firm Registration No. 10047100
PH: (713) 413-1900
M&B No. 241424
Job No. 4697-MUD (067158 Ph. 2)
Dwg: 4697-MUD.dwg
Date: November 19, 2024

Exhibit B

Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than $20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of $20,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for· less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than $7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City’s standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the “as built” plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the “as built” plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon sixty (60) days' prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District or the Out-of-District Property (as defined in the Utility Agreement entered into by and between Gen-Skip LLC, Gregory Lloyd Miller Trust, 521 Opportunity LLC, Maple Farms Holdings, LLC, and the City), following full build-out within the District and the Out-of-District Property, shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District

will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

Exhibit “B”

Property

County: Brazoria
Project: BCMUD 90 (Maple Farms)
M&B No.: 241424
Job Number: 4697-MUD (067158 Ph. 2)

FIELD NOTES FOR A 806.02 ACRE TRACT
BRAZORIA COUNTY MUD No. 90

Being a tract of land containing 806.02 acres (35,110,248 square feet), located in the David Tally League, Abstract Number (No.) 130, Chester S. Gorbet Survey, Abstract No. 64 and Edward Bradley Survey, Abstract No. 44 in Brazoria County, Texas; Said 806.02 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract save and except Tracts 1, 2A, 2B and 3 totaling 63.889 acres leaving a net of 706.497 acres, recorded in the name of 521 UM Holding 770 Acres, LP, in Brazoria County Clerk's File (B.C.C.F.) No. 2024043624, a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847, a portion of a called 37.695 acre tract (Tract 1) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646 and being all of a called 6.198 acres (Tract 3) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646; said 806.02 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770.386 acre tract and the herein described tract:

THENCE, along the lines common to said 770.386 acre tract, said 6.198 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;

2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;

3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 770.386 acre tract, the following three (3) courses:

1. North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at a westerly corner of the herein described tract;

2. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;

3. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and the northwest corner of said 37.695 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23, being on the line common to said 37.695 acre tract and the southerly R.O.W. line of said C.R. 53 and for a northerly corner of the herein described tract;

THENCE, along the southerly R.O.W. line of said C.R. 53 and through and across said 37.695 acre tract, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 37.695 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 37.695 acre tract and said 107.60 acre tract, South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southwest corner of said 107.60 acre tract and a northerly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract, said 107.60 acre tract and a called 945.8984 acre tract recorded in the name of Sandy Point Owner LP in B.C.C.F. No. 2023012556, North 87 degrees 47 minutes 09 seconds East, a distance of 4,469.31 feet to an angle point at the northwest corner of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the northeast corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,879.57 feet to an angle point at an easterly interior corner of the herein described tract;

2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;

3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938 and marking an easterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to a 2-inch iron pipe found at a northwesterly corner of said 93.36 acre tract, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,829.80 feet to an angle point at a southerly corner of the herein described tract;

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (8) courses:

1. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

2. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

3. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

4. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

5. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;

6. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

7. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;

8. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the **POINT OF BEGINNING** and containing 806.02 acres (35,110.248 square feet) of land.

A District Boundary Map was prepared in conjunction with and accompanies this description.

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

Anthony R. Peacock

Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



MILLER SURVEY | DCCM
Firm Registration No. 10047100
PH: (713) 413-1900
M&B No. 241424
Job No. 4697-MUD (067158 Ph. 2)
Dwg: 4697-MUD.dwg
Date: November 19, 2024

ADICO
CONSULTING ENGINEERS

Wednesday, November 4, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ellwood Offsite Utility Extension - Water Distribution and Wastewater Collection
Brazoria County Municipal Utility District No. 57
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 5174
Adico, LLC Project No. 710-24-004-554

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Ellwood Offsite Utility Extension – Water Distribution, and Wastewater Collection. The final inspection was held October 15, 2026, with all punch list items completed on or about October 20, 2026.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Ellwood Offsite Utility Extension – Water Distribution and Wastewater Collection into the One-Year Maintenance Period. The maintenance period shall be effective November 16, 2026, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-24-004-554

CERTIFICATION OF INFRASTRUCTURE FOR:

BCMUD No. 57 Ellwood Offsite Utilities

(Project Name)

I, Luis Sanabria, P.E.,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



10/20/2026

Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: GSB9800316

   b. Principal: Blazey Construction Services, LLC

   c. Surety:

      Name: The Gray Casualty & Surety Company

      State Where Surety is Incorporated: Louisiana

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date: _____
      Parties: Blazey Construction Services, LLC and the City of Iowa Colony
      Subdivision involved: Ellwood Offsite Utility Extension
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution and Wastewater Collection to serve Ellwood Offsite Utility Extension

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: **$1,831,085.32**

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:
The Gray Casualty & Surety Company

PRINCIPAL:
Blazey Construction Services, LLC
333 North Sam Houston Parkway East, Suite 350
Houston, Texas 77060
281-272-9000

By: Kenneth L Meyer
Signature

By: _____
Signature

Kenneth L. Meyer
Print or Type Signer's Name

Jame Moheet
Print or Type Signer's Name

Attorney in Fact
Signer's Title

President
Signer's Title

BLAZEY CONSTRUCTION SERVICES, LLC CORPORATE SEAL 2016

ATTACH POWER OF ATTORNEY

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: **Principal:**

Project:

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kenneth L. Meyer, Michelle Ulery, Kelly J. Brooks, and Charles A. McClure of Cypress, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

APPROVED ADICO, LLC

7-28-25
E.Bridges/J.Medina
R/Trimble DL/2022/221-022-100/PCTS/7-25-25EB
PCTS
7-28-25EB

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION AND WASTEWATER COLLECTION TO SERVE

ELLWOOD OFFSITE UTILITY EXTENSION

IOWA COLONY, TEXAS

PRINTED
JUL 23 2025

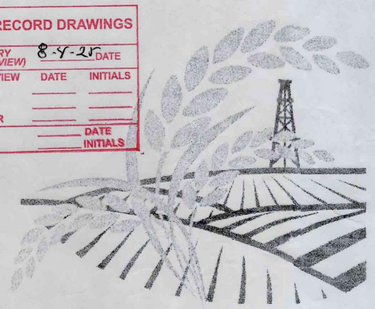
ELLWOOD OFFSITE UTILITIES P-4486

INDEX TO DRAWINGS

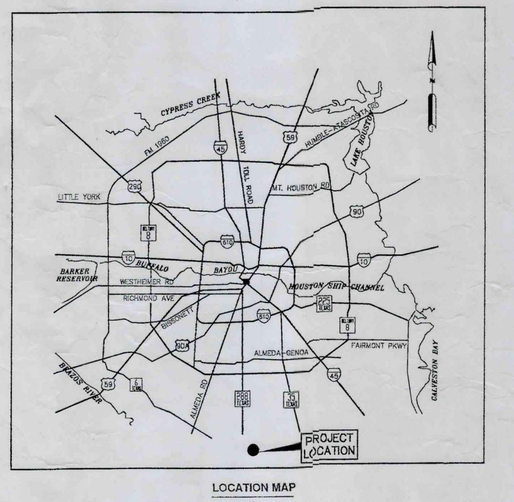
SHEET NO.	DESCRIPTION
	GENERAL
1	COVER SHEET (P-4486)
2	GENERAL NOTES
	LAYOUTS
3	WATER WASTEWATER & SIGNAGE LAYOUT (SHEET 1 OF 2)
4	WATER WASTEWATER & SIGNAGE LAYOUT (SHEET 2 OF 2)
5	SWPPP LAYOUT (SHEET 1 OF 2)
6	SWPPP LAYOUT (SHEET 2 OF 2)
	PLAN AND PROFILES
7	FORCE MAIN LINE STA 0+00 TO 8+00 PLAN AND PROFILE
8	FORCE MAIN LINE STA 8+00 TO 18+00 PLAN AND PROFILE
9	FORCE MAIN LINE STA 18+00 TO 28+00 PLAN AND PROFILE
10	FORCE MAIN LINE STA 28+00 TO 32+54 PLAN AND PROFILE
11	FORCE MAIN LINE STA 32+54 TO 37+50 PLAN AND PROFILE
12	FORCE MAIN LINE STA 37+50 TO 43+00 PLAN AND PROFILE
13	FORCE MAIN LINE STA 43+00 TO 49+55 PLAN AND PROFILE
14	OFFSITE WATER STA 0+00 TO 5+21 PLAN AND PROFILE
15	OFFSITE WATER STA 5+21 TO 9+00 PLAN AND PROFILE
16	12-INCH SAN PIPE & 12-INCH WTR LINE STA 0+00 TO 10+00
17	12-INCH SAN PIPE STA 0+00 TO 2+25 PLAN AND PROFILE
	DETAILS
18	WATER LINE DETAILS (SHEET 1 OF 2)
19	WATER LINE DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
22	SANITARY SEWER DETAILS (SHEET 3 OF 3)
23	SWPPP DETAILS (SHEET 1 OF 2)
24	SWPPP DETAILS (SHEET 2 OF 2)

EHRA ENGINEERING THE FUTURE SINCE 1936
RECORD DRAWINGS
PRELIMINARY (UNDER REVIEW) 8-4-25 DATE

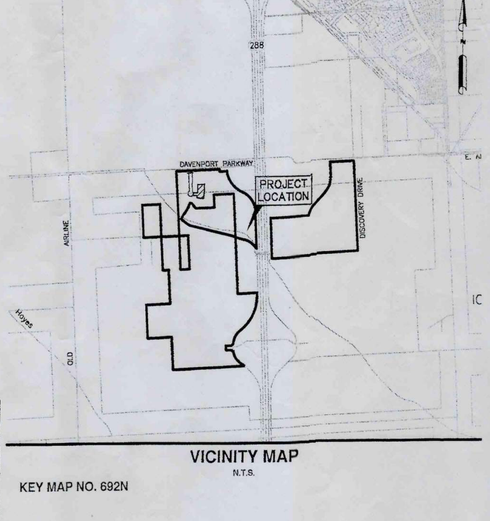
INTERNAL REVIEW	DATE	INITIALS
☐ SURVEY		
☐ CPS		
☐ ENGINEER		
☐ FINAL	DATE	INITIALS



CITY OF IOWA COLONY



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

KEY MAP NO. 692N

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS ARE PRESENTLY FOUND TO BE IN ACCEPTABLE COMPLIANCE WITH THE CURRENT REGULATIONS AS ADOPTED BY THE CITY OF IOWA COLONY.
ROBERT HEMMINGER, CITY MANAGER — DATE
DINH HO, P.E., CITY ENGINEER — DATE
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR FROM DATE IF CONSTRUCTION HAS NOT BEGUN

April 4, 2024

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

JOB NO. 221-022-100

STATE OF TEXAS
LUIS P. SANABRIA
122007
LICENSED PROFESSIONAL ENGINEER
4/17/24

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

Lee Walden, P.E. 5/24
LEE WALDEN, P.E. — DATE
PRESIDENT

Kerry L Osburn 5/6/24
KERRY L. OSBURN
VICE PRESIDENT

Brandon Middleton 5/6/24
BRANDON MIDDLETON — DATE
SECRETARY/TREASURER

Dinh Ho, P.E.
DINH HO, P.E.
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # _____

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

CIOC Project No. 3684
Adico, LLC Project No. 16007-3-542

P-4486

Design Completed by DDC Date:
Model Completed by DDC Date: 01/26/24
Plans Drafted by SJ Date:
Drafter Checked/Completed by SJ Date: 02/05/2024
Engineer Checked/Completed by DDC Date: 02/06/2024
Constructability Review by MB Date:
Review Comments (agency and internal) completed/checked by DDC and SJ Date:
Plans Approved by Date:

B:\221-022-100\Design\Plans\Sheets\P-4486 SHEET 1 OF 24.dwg, 8.5in x 11in, Adobe PDF, Jul 17, 2025 - 2:37pm, Steve Bridges

ADICO
CONSULTING ENGINEERS

Wednesday, November 4, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ellwood Section 2 - Water Distribution, Wastewater Collection, Storm Water and Paving Facilities
Brazoria County Municipal Utility District No. 57
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 7462 (WSD), 7851 (Paving)
Adico, LLC Project No. 710-25-004-074 (WSD), 710-26-004-008 (Paving)

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Ellwood Section 2– Water Distribution, Wastewater Collection, Storm Water and Paving Facilities. The final inspection was held October 13, 2026, with all punch list items completed on or about November 2, 2026.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Ellwood Section 2 – Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective November 16, 2026, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-004-074 (WSD), 710-26-004-008 (Paving)

CERTIFICATION OF INFRASTRUCTURE FOR:

ELLWOOOD SECTION TWO

(Project Name)

I, LUIS SANABRIA, P.E.,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



10/15/2026

Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: 2299975

   b. Principal: Blazey Construction Services, LLC

   c. Surety:

      Name: West Bend Insurance Company

      State Where Surety is Incorporated: Wisconsin

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date: _____
      Parties: Blazey Construction Services, LLC and the City of Iowa Colony
      Subdivision involved: Water Distribution, Wastewater Collection and Storm Water Facilities to serve Ellwood Section Two
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection and Storm Water Facilities to serve Ellwood Section Two

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: **$537,276.60**

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:	PRINCIPAL:
West Bend Insurance Company	Blazey Construction Services, LLC
By: _____ Signature	By: _____ Signature
Kenneth L. Meyer Print or Type Signer's Name	Jame Moheet Print or Type Signer's Name
Attorney in Fact Signer's Title	President Signer's Title

ATTACH POWER OF ATTORNEY

BLAZEY CONSTRUCTION SERVICES, LLC CORPORATE SEAL 2016

WEST BEND®

Bond No. 2299975

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kelly Brooks, Kenneth Meyer

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND®

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact West Bend Insurance Company:

1-800-760-9250

You may also write to West Bend Insurance Company at:

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su West Bend Insurance Company:

1-800-760-9250

Usted tambien puede escribir a West Bend Insurance Company at:

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: 101621766

   b. Principal: Rodriguez Construction Group, LLC

   c. Surety:

      Name: Merchants Bonding Company (Mutual)

      State Where Surety is Incorporated: Iowa

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date: _____
      Parties: Rodriguez Construction Group, LLC and the City of Iowa Colony
      Subdivision involved: Excavation, Paving and Grading to serve Ellwood Section Two
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Excavation, Paving and Grading to serve Ellwood Section Two

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: **$474,950.00**

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:
Merchants Bonding Company (Mutual)

By: _____
Signature

Jillian O'Neal
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:
Rodriguez Construction Group, LLC

By: _____
Signature

Roy Rodriguez
Print or Type Signer's Name

President
Signer's Title

RODRIGUEZ CONSTRUCTION GROUP, LLC
LIMITED LIABILITY COMPANY
SEAL
2015
STATE OF TEXAS

ATTACH POWER OF ATTORNEY

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Edward Arens; Erica Anne Cox; Hannah Montagne; Jillian O'Neal; Michele Bonnin; Philip Baker; Samantha Olson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of March 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:
Bowen, Miclette, & Britt Insurance Agency, L.L.C.

Call: (713) 880-7100

Mail: 2800 N Loop W Suite 1100, Houston, TX 77092

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

Docusign Envelope ID: 91A16FF2-7368-4F95-8B2E-1EBBFDC4EA9E

APPROVED, ADICO, LLC, 02112026

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE

ELLWOOD SECTION 2

IOWA COLONY, TEXAS

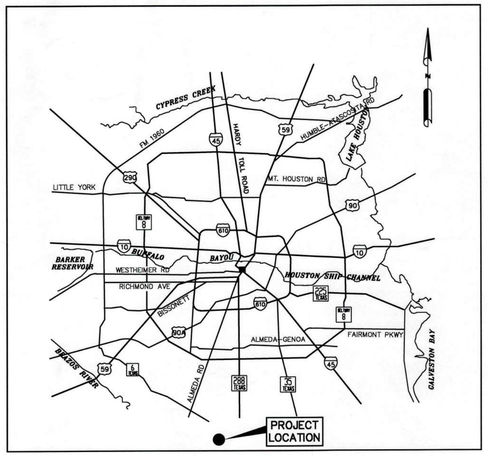
khadaf-bm 5/22/26

PRINTED
MAY 13 2026

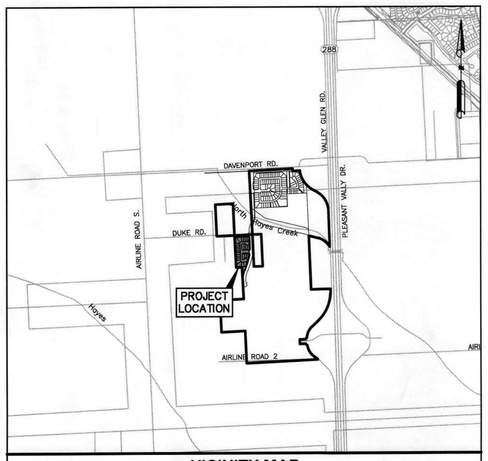
EHRA ENGINEERING THE FUTURE SINCE 1936

RECORD DRAWINGS

PRELIMINARY (UNDER REVIEW)	5-20-26 DATE	
INTERNAL REVIEW	DATE	INITIALS
x SURVEY	9/16/26	SVJ
x CPS	9/16/26	JH
x ENGINEER	09/16/26	LS
☐ FINAL	_____	DATE
	_____	INITIALS



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

KEY MAP NO. 692N

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
	GENERAL
1	COVER SHEET (P-4711)
2	GENERAL NOTES
	LAYOUTS
3	OVERALL DRAINAGE AREA MAP
4	PAVING AND DRAINAGE LAYOUT
5	STORM SEWER CALCULATIONS
6	WATER WASTEWATER & SIGNAGE LAYOUT
7	STORM POLLUTION PREVENTION PLAN LAYOUT
8	LOT GRADING LAYOUT
9	CROSS SECTIONS LAYOUT
	PLAN AND PROFILES
10	SPRING VALLEY COURT AND LITTLE CREEK LANE STA 0+00 TO 5+00
11	CYPRESS GROVE COURT STA 5+00 TO END AND BLUEGRASS DRIVE
12	KARSTEN BOULEVARD STA 28+00 TO 35+00
13	KARSTEN BOULEVARD STA 35+00 TO 41+00
14	KARSTEN BOULEVARD STA 41+00 TO 47+00
	DETAILS
15	WATER LINE DETAILS (SHEET 1 OF 2)
16	WATER LINE DETAILS (SHEET 2 OF 2)
17	SANITARY SEWER DETAILS (SHEET 1 OF 3)
18	SANITARY SEWER DETAILS (SHEET 2 OF 3)
19	SANITARY SEWER DETAILS (SHEET 3 OF 3)
20	STORM SEWER DETAILS (SHEET 1 OF 5)
21	STORM SEWER DETAILS (SHEET 2 OF 5)
22	STORM SEWER DETAILS (SHEET 3 OF 5)
23	STORM SEWER DETAILS (SHEET 4 OF 5)
24	STORM SEWER DETAILS (SHEET 5 OF 5)
25	PAVING DETAILS (SHEET 1 OF 4)
26	PAVING DETAILS (SHEET 2 OF 4)
27	PAVING DETAILS (SHEET 3 OF 4)
28	PAVING DETAILS (SHEET 4 OF 4)
29	STORM WATER POLLUTION PREVENTION DETAILS

CITY OF IOWA COLONY

NO.	REVISION	DATE	BY
1	ADDED 12" WATER LINE, GATE VALVES, RFB ALONG KARSTEN BLVD.	01/2026	AS

STATE OF TEXAS
LUIS P. SANABRIA
122007
LICENSED PROFESSIONAL ENGINEER
01/26/2026

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.
Signed by:
Tarron Richardson — 2/10/2026 DATE
TARRON RICHARDSON, Ph.D., CITY MANAGER
DINH HO, P.E., CITY ENGINEER — 2/11/2026 DATE
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Design Completed by CC Date 3/24
Model Completed by AS & TW Date 4/15
Plans Drafted by AS & TW Date 4/22
Plans Checked by CC Date 4/22
Engineer Checklist Completed by CC Date 4/24
Constructability Review by _____ (Name) completed/checked by _____ and _____ Date _____
Reviewed by _____ (Name) completed/checked by _____ and _____ Date _____
Plans Approved by _____ Date _____

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE SINCE 1936

JANUARY 2026

10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

JOB NO. 221-022-02

G.TORRES 5/18-19/26
J.WILLIAMS
A.TIMGREN
L.SMITH

R:\GPS DL\2022\221-022-02\ACTS 5-18/19-26 GT

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK. SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO FINAL ACCEPTANCE OF FACILITIES.

CIOC Project No. 6376
Adico, LLC Project No. 710-25-003A-024

P-4711

SHEET 1 OF 29 SHEETS

R:\221-022-02\Drawings_Ellwood Section 2\01 COVER SHEET (P-4711).dwg Jan 26, 2026-10:16am Edited by: asorvio

ADICO
CONSULTING ENGINEERS

Wednesday, November 4, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Phase 2 Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Phase 2
Brazoria County Municipal Utility District No. 57
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 6992
Adico, LLC Project No. 710-25-004-054

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Phase 2 Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Phase 2. The final inspection was held October 15, 2026, with all punch list items completed on or about October 20, 2026.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Phase 2 Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Phase 2 into the One-Year Maintenance Period. The maintenance period shall be effective November 16, 2026, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-004-012

CERTIFICATION OF INFRASTRUCTURE FOR:

BCMUD No. 57 Detention Basin Phase Two

(Project Name)

I, Luis Sanabria, P.E.,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: PB03016801336

   b. Principal: DNT Construction, LLC

   c. Surety:

      Name: Philadelphia Indemnity Insurance Company

      State Where Surety is Incorporated: Texas

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date:
      Parties: DNT Construction, LLC and the City of Iowa Colony
      Subdivision involved: Detention Basin Excavation, Spoil Placement and Outfall to serve Ellwood Phase 2
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Detention Basin Excavation, Spoil Placement and Outfall to serve Ellwood Phase 2

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: $5,350,000.00

   g. Maintenance Period:

      Starting Date **of Maintenance Period**:
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:
Philadelphia Indemnity Insurance Company

By: _____
Signature

Raquel Martinez
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:
DNT Construction, LLC
220 Bella Katy Drive
Katy, Texas 77494

By: _____
Signature

Erik Zamora
Print or Type Signer's Name

Vice President
Signer's Title

ATTACH POWER OF ATTORNEY

DNT CONSTRUCTION, LLC LIMITED LIABILITY 2009 COMPANY TEXAS

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Raquel Martinez, Rosemarie Lopez, and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20_____ .

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

PLANS FOR CONSTRUCTION OF

PHASE 2 DETENTION BASIN EXCAVATION, SPOIL PLACEMENT, AND OUTFALL

TO SERVE

ELLWOOD PHASE 2

IOWA COLONY, TEXAS

PRINTED
JUN 29 2026

EHRA ENGINEERING THE FUTURE SINCE 1936 — RECORD DRAWINGS

PRELIMINARY (UNDER REVIEW)	7-9-26 DATE	
INTERNAL REVIEW	DATE	INITIALS
☐ SURVEY		
☐ CPS		
☐ ENGINEER		
☐ FINAL	DATE	INITIALS

R:\GPS DL>2022>221-022-2017 PCTS 10-5-26 EM
PCTS 10-7-26 EM

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

LEE WALDEN, P.E. — DATE
PRESIDENT

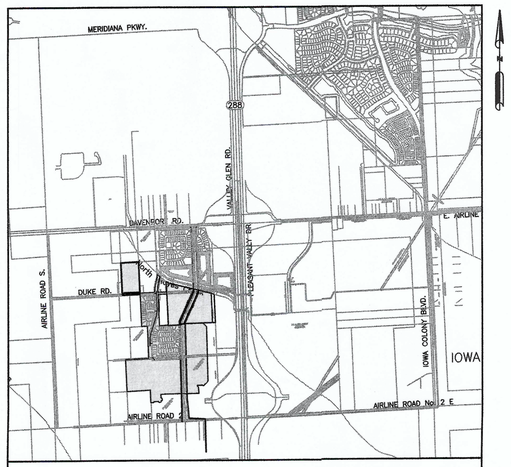
KERRY L. OSBURN — DATE
VICE PRESIDENT

BRANDON MIDDLETON — DATE
SECRETARY/TREASURER

DINH V. HO, P.E. — DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # _____



VICINITY MAP
1" = 1000'
KEY MAP NO. 692N

Sheet List Table

Sheet Number	Sheet Title
01	COVER SHEET
02	GENERAL NOTES
03	SITE DEMO LAYOUT (SHEET 1 OF 2)
04	SITE DEMO LAYOUT (SHEET 2 OF 2)
05	OVERALL DETENTION LAYOUT
06	SPOIL SITE GRADING AND STORM WATER POLLUTION PREVENTION PLAN
07	SPOIL SITE GRADING AND STORM WATER POLLUTION PREVENTION PLAN
08	POND 'D' LAYOUT
09	POND 'E' LAYOUT
10	POND 'F' LAYOUT
11	POND 'D' CROSS-SECTIONS (SHEET 1 OF 2)
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14	POND 'E' CROSS SECTIONS (SHEET 2 OF 2)
15	POND 'F' CROSS SECTIONS
16	DUKE ROAD PLAN AND PROFILE STA. 0+00 TO END
17	OFF-SITE STORM SEWER OUTFALL PLAN AND PROFILE STA. 0+00 TO END
18	MITIGATION LATERAL PLAN AND PROFILE STA. 0+00 TO STA. 3+00
19	TEMPORARY LOW WATER CROSSING PLAN AND PROFILE STA. 0+00 TO END
20	STORM SEWER DETAILS (SHEET 1 OF 4)
21	STORM SEWER DETAILS (SHEET 2 OF 4)
22	STORM SEWER DETAILS (SHEET 3 OF 4)
23	STORM SEWER DETAILS (SHEET 4 OF 4)
24	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 1 OF 2)
25	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 2 OF 2)
26	BRAZORIA COUNTY STORM OUTFALL DETAILS
27	BRAZORIA COUNTY BACKSLOPE INTERCEPTOR DETAILS
28	FLOATABLES COLLECTION SYSTEM DETAILS (SHEET 1 OF 3)
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30	FLOATABLES COLLECTION SYSTEM DETAILS (SHEET 3 OF 3)
31	TXDOT TRAFFIC CONTROL DETAILS

2

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

JUNE 23, 2025

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

JOB NO. 221-022-201

CITY OF IOWA COLONY

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

NATASHA BROOKS , INTERIM CITY MANAGER — DATE

DINH HO, P.E., CITY ENGINEER — DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

STATE OF TEXAS
LUIS P. SANABRIA
122007
LICENSED PROFESSIONAL ENGINEER
10/02/2025

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

COIC Project No. 6046
Adico, LLC Project No. 710-25-003A-013
Adico, LLC Project No. 702-25-003-008

P-4700

SHEET 01 OF 31 SHEETS

ELLWOOD PHASE 2 DETENTION P-4700

P:\Ellwood Ph2 Detention\01 COVER SHEET (P-4700).dwg Oct 02, 2025 - 2:42pm Edited by: creadtion

ADICO
CONSULTING ENGINEERS

Wednesday, November 4, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Karsten Boulevard Phase 2 – Water Distribution, Wastewater Collection, Storm Water and Paving Facilities
Brazoria County Municipal Utility District No. 57
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 7972
Adico, LLC Project No. 710-26-004-013

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Karsten Boulevard Phase 2 – Water Distribution, and Wastewater Collection. The final inspection was held October 15, 2026, with all punch list items completed on or about November 3, 2026.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Karsten Boulevard Phase 2 – Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective November 16, 2026, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-004-013

CERTIFICATION OF INFRASTRUCTURE FOR:

Karsten Boulevard Phase Two

(Project Name)

I, Luis Sanabria, P.E,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



10/15/2026

Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: 101621775

   b. Principal: Rodriguez Construction Group, LLC

   c. Surety:

      Name: Merchants Bonding Company (Mutual)

      State Where Surety is Incorporated: Iowa

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date: _____
      Parties: Rodriguez Construction Group, LLC and the City of Iowa Colony
      Subdivision involved: Water Distribution, Wastewater Collection and Storm Water Facilities to serve Karsten Boulevard Phase Two
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection and Storm Water Facilities to serve Karsten Boulevard Phase Two

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: **$126,900.00**

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

Merchants Bonding Company (Mutual)	Rodriguez Construction Group, LLC
SURETY:	PRINCIPAL:
By: _____ Signature	By: _____ Signature
Jillian O'Neal	Roy Rodriguez
Print or Type Signer's Name	Print or Type Signer's Name
Attorney-in-Fact	President
Signer's Title	Signer's Title

RODRIGUEZ CONSTRUCTION GROUP, LLC LIMITED LIABILITY COMPANY SEAL 2015 STATE OF TEXAS

ATTACH POWER OF ATTORNEY

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Edward Arens; Erica Anne Cox; Hannah Montagne; Jillian O'Neal; Michele Bonnin; Philip Baker; Samantha Olson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of March 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:
Bowen, Miclette, & Britt Insurance Agency, L.L.C.

Call: (713) 880-7100

Mail: 2800 N Loop W Suite 1100, Houston, TX 77092

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

SUP 0032 TX (11/23)

Docusign Envelope ID: FAC11DC8-C90F-4A69-89D8-E4B93081E5D0

APPROVED, ADICO, LLC, 09222026

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

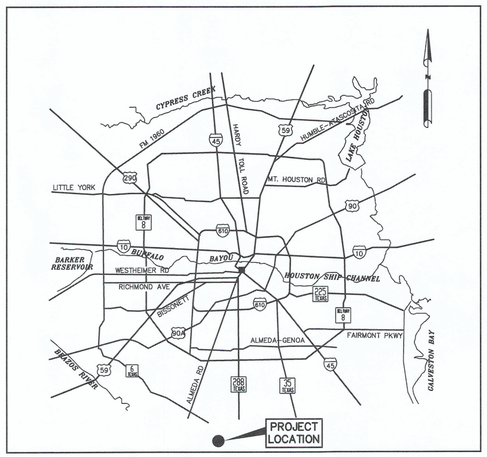
PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE

KARSTEN BOULEVARD PHASE TWO

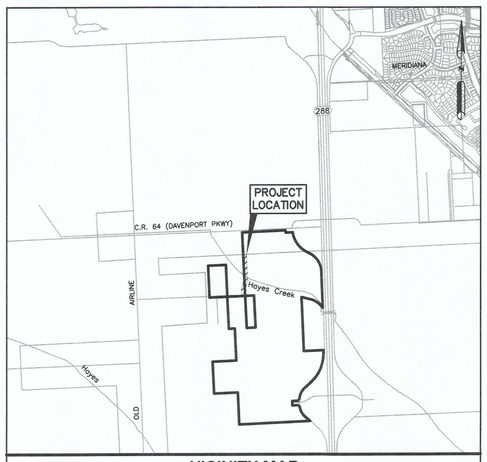
IOWA COLONY, TEXAS

PRINTED
OCT 06 2026

KARSTEN BOULEVARD PHASE TWO P-4712



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.
KEY MAP NO. 692N

Design Completed by CC Date_____
Model Completed by CC Date_____
Plans Developed by JP & SJ Date_____
Drafter Checklist Completed by JP Date_____
Engineer Checklist Completed by CC Date_____
Checked/Reviewed by DDC Date_____
Review Comments (agency and internal) completed/checked by DDC and SJ Date_____
Plans Approved by_____ Date_____

Sheet List Table

Sheet Number	Sheet Title
	GENERAL
1	COVER SHEET (P-4712)
2	GENERAL NOTES
	LAYOUTS
3	PAVING AND DRAINAGE LAYOUT
4	STORM SEWER CALCULATIONS
5	WATER, WASTERWATER AND SIGNAGE LAYOUT
6	STORM WATER POLLUTION PREVENTION PLAN LAYOUT
7	GRADING LAYOUT
	PLAN AND PROFILES
8	KARSTEN BOULEVARD STA 36+00 TO 40+00 PLAN AND PROFILE
9	KARSTEN BOULEVARD STA 40+00 TO 47+50 PLAN AND PROFILE
	DETAILS
10	WATER LINE DETAILS (SHEET 1 OF 2)
11	WATER LINE DETAILS (SHEET 2 OF 2)
12	SANITARY SEWER DETAILS (SHEET 1 OF 3)
13	SANITARY SEWER DETAILS (SHEET 2 OF 3)
14	SANITARY SEWER DETAILS (SHEET 3 OF 3)
15	STORM SEWER DETAILS (SHEET 1 OF 4)
16	STORM SEWER DETAILS (SHEET 2 OF 4)
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26	SWPPP DETAILS (SHEET 2 OF 2)
27	TXDOT TRAFFIC CONTROL DETAILS

EHRA ENGINEERING THE FUTURE SINCE 1936 — RECORD DRAWINGS

PRELIMINARY (UNDER REVIEW)	10-13-26 DATE	
INTERNAL REVIEW	DATE	INITIALS
☐ SURVEY		
☐ CPS		
☐ ENGINEER		
☐ FINAL	DATE	INITIALS

R:\GPS DL>2022>221-022-101>PCTS 10-12-26 EM

CITY OF IOWA COLONY

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Signed by:
Natasha Brooks — 9/22/2025
NATASHA BROOKS-ANDERSON, INTERIM CITY MANAGER — DATE

Dinh Ho, P.E. — 9/22/2025
DINH HO, P.E. | CITY ENGINEER — DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE SINCE 1936
8 September 2025
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

JOB NO. 221-022-101

STATE OF TEXAS
LUIS P. SANABRIA
122007
LICENSED PROFESSIONAL ENGINEER
09/17/2025

CIOC Project No. 6438
Adico, LLC Project No. 710-25-003A-026 P-4712

221-022-101\Drawings_Karsten Blvd Phase 2\1 COVER SHEET (P-4712).dwg Sep 17, 2025-2:48pm Edited by: ccampbell

ADICO
CONSULTING ENGINEERS

Wednesday, November 4, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Karsten Boulevard Phase 3 – Water Distribution, Wastewater Collection, Storm Water and Paving Facilities
Brazoria County Municipal Utility District No. 57
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 7941
Adico, LLC Project No. 710-26-004-012

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Karsten Boulevard Phase 3 – Water Distribution, and Wastewater Collection. The final inspection was held October 15, 2026, with all punch list items completed on or about November 3, 2026.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Karsten Boulevard Phase 3 – Water Distribution, Wastewater Collection, Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective November 16, 2026, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-26-004-012

CERTIFICATION OF INFRASTRUCTURE FOR:

BCMUD No. 57 Karsten Boulevard Phase 3

(Project Name)

I, Luis Sanabria, P.E.,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: 61BCSJL0062

   b. Principal: Dimas Bros. Construction, LLC

   c. Surety:

      Name: Hartford Fire Insurance Company

      State Where Surety is Incorporated: Connecticut

   d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date:
      Parties: Dimas Bros. Construction, LLC and the City of Iowa Colony
      Subdivision involved: Water Distribution, Wastewater Collection and Storm Water Facilities to serve Karsten Boulevard Phase Three
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection and Storm Water Facilities to serve Karsten Boulevard Phase Three

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: $2,622,000.00

   g. Maintenance Period:

      Starting Date **of Maintenance Period**:
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:
Hartford Fire Insurance Company

By: _____
Signature

Jillian O'Neal
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:
Dimas Bros. Construction, LLC

By: _____
Signature

Ivan Dimas
Print or Type Signer's Name

Vice President
Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Direct Inquiries, Bond Authe and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3483 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Philip Baker, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Aree
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:
1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:
1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE

KARSTEN BLVD PHASE 3

IOWA COLONY, TEXAS

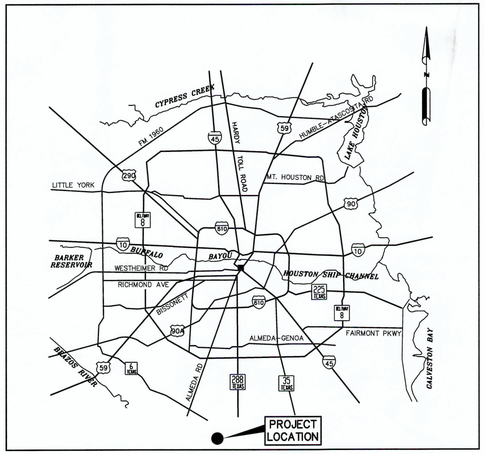
KARSTEN BLVD PHASE 3 P-4748

PRINTED
OCT 15 2026

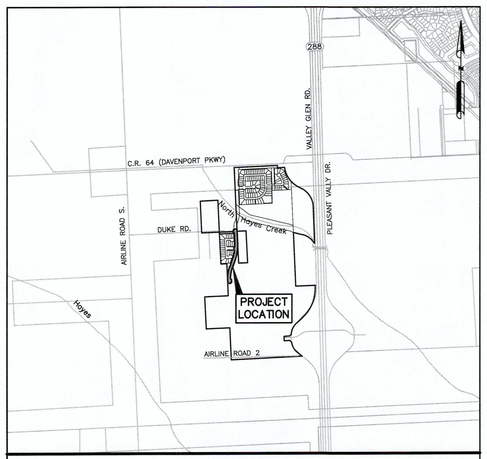
EHRA ENGINEERING THE FUTURE SINCE 1936 — RECORD DRAWINGS

PRELIMINARY (UNDER REVIEW)	10-19-26 DATE	
INTERNAL REVIEW	DATE	INITIALS
☐ SURVEY		
☐ CPS		
☐ ENGINEER		
☐ FINAL	DATE	INITIALS

APP.	REVISION	DATE
1	UPDATED LABEL CALLOUTS/NOTES, & REVISED STM. SWR. LAYOUT AND SAN. SWR. DESIGN.	3/2026
2	REVISED TC, PC, AND HP LABELS	3/2026
3	REVISED PVMT. ELEVATIONS, GRADES AND LAYOUT DESIGN ALONG DUKE ROAD	8/2026



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.
KEY MAP NO. 692N

Sheet List Table

Sheet Number	Sheet Title
	GENERAL
1	COVER SHEET (P-4748)
2	GENERAL NOTES
	LAYOUTS
3	DRAINAGE AREA MAP
4	STORM CALCULATIONS
5	WATER AND WASTEWATER LAYOUT
3 6	PAVEMENT AND SIGNAGE LAYOUT
7	STORM WATER POLLUTION PREVENTION PLAN
8	GRADING LAYOUT
9	CROSS SECTION LAYOUT
	PLAN AND PROFILES
10	KARSTEN BOULEVARD STA 20+00 TO 25+00 PLAN VIEW
11	KARSTEN BOULEVARD STA 20+00 TO 25+00 PROFILE VIEW
12	KARSTEN BOULEVARD STA 25+00 TO 30+00 PLAN VIEW
13	KARSTEN BOULEVARD STA 25+00 TO 30+00 PROFILE VIEW
3 14	KARSTEN BOULEVARD STA 30+00 TO 35+00 PLAN VIEW
15	KARSTEN BOULEVARD STA 30+00 TO 35+00 PROFILE VIEW
16	KARSTEN BOULEVARD STA 35+00 TO 40+00 PLAN VIEW
17	KARSTEN BOULEVARD STA 35+00 TO 40+00 PROFILE VIEW
18	CLAY RIDGE DRIVE STA 0+00 TO 7+00
19	CLAY RIDGE DRIVE – LIVE OAK WAY STA 7+00 TO END
3 20	BLUEGRASS DRIVE STA 0+00 TO END
	OFF-SITE STORM LATERAL STA 0+00 TO END
21	DUKE ROAD STA 4+00 TO END
	DETAILS
22	WATER LINE DETAILS (SHEET 1 OF 2)
23	WATER LINE DETAILS (SHEET 2 OF 2)
24	SANITARY SEWER DETAILS (SHEET 1 OF 3)
25	SANITARY SEWER DETAILS (SHEET 2 OF 3)
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CITY OF IOWA COLONY

STATE OF TEXAS
LUIS P. SANABRIA
122007
LICENSED PROFESSIONAL ENGINEER
08/30/2026

G.TORRES
S.DELAGARZA
O.CONTRERAS
-10/16-17/26

R:\GPS DL\2022\221-022-102\PH3 PCTS
10/16-17/26 GT

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.
TARRON RICHARDSON, Ph.D., CITY MANAGER — DATE
DINH HO, P.E., CITY ENGINEER — DATE 4/8/2026
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

EHRA
ENGINEERING THE FUTURE SINCE 1936

August 2026

10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

JOB NO. 221-022-102

NOTE:
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Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

Design Completed by DDC Date_____
Model Completed by DDC Date_____
Plans Printed by DDC & SJ Date_____
Drafter Checklist Completed by SJ Date_____
Engineer Checklist Completed by DDC Date_____
Corrections Made by DDC & SJ Date_____
Review Comments (agency and internal) completed/checked by DDC and SJ Date_____
Plans Approved by_____ Date_____

CIOC Project No. 6441
Adico, LLC Project No. 710-25-003A-027

P-4748

SHEET 1 OF 39 SHEETS