CITY COUNCIL MEETING

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

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, OCTOBER 19, 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

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.

COUNCIL COMMENTS

STAFF REPORTS

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

ITEMS FOR CONSIDERATION

8. Consideration and possible action on a Resolution approving the Development Agreement between Iowa Colony and Colony Retreat LLC.
9. Consideration and possible action on a Resolution regarding the Sierra Vista/Sterling Lakes Entertainment District Plan of Development.
10. Consideration and possible action on a Resolution authorizing a Roadway Funding and Commercial Development Agreement with Land Tejas Sterling Lakes South.

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.
12. Consideration and possible action to cast a vote for a candidate to serve on the Texas Municipal League Region 14 Board of Directors.
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.
14. Consideration and possible action on first 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:

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 September 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. Consider 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
38. The City Attorney and City Manager's 3% Salary Increase (COLA) as reflected in the FY 2026-27 Adopted Budget.
39. Discussion on appointments to the Planning and Zoning Commission.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

40. Consideration and possible action on Executive Session matters.
41. Consideration and possible action to appoint members to the Planning and Zoning Commission.

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 October 13, 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:_____

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

During the week of 09.14.2026 through 09.18.2026 the community development office completed the following items:

Community Development

Inspections conducted by Safe Built:

Building Inspections	336
Electrical Inspections	252
Plumbing Inspections	325
Mechanical Inspections	104
Total	1019

Total Paid to Safe Built for September 2026, for a total of **1019** inspections - **$25,475.00**
Total Paid to Safe Built for September 2025, for a total of **1569** inspections - **$35,302.50**

Plan Reviews

2026 - 34
Building – 2 Commercial Build-out – 0 Electrical – 1 New Residential – 31
Planning and Zoning – 0 New Addition - 2

2025 - 52
Building – 1 Commercial Build-out – 4 Electrical-10 New Residential – 35
Planning and Zoning – 0 New Addition – 2

Permits Issued

2026 – 89
Engineer Projects – 12 Other Permits – 48 New Home Permits – 29

2025 - 120
Engineer Projects – 16 Other Permits – 70 New Home Permits – 34

Fees Collected

2026 - $191,581.76
Engineer Projects - $26,699.53 Other Permits - $18,070.00 New Home Permits - $147,082.26

2025 – $402,015.60
Engineer Projects - $215,724.47 Other Permits - $48,852.89 New Home Permits - $137,438.24

Animal Control – 21 Calls for service

13 – Animals at Large 2 Wild / Dangerous animals 4 Deceased Animals
1 - Loose Livestock 1 Animal Welfare Check

4 – successful capture and return to owner, 3 delivered to SPCA, 4 unable to be located,
2 instances of animal nuisances that were properly addressed.
2 cases involving Alligator / snakes – both returned to respective habitat
4 Deceased animals properly disposed of
Animal welfare check – canines unable to be seen to confirm. Residents have yet to make contact with animal control.

Code Enforcement

75 Calls for service - $ 6,375

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	7 Warning signs of very blood pressure - Safety		Complete	Herb/Jalex/Rom
Public Works Building	Fatigue in the Workplace - Safety		Complete	Herb/Jalex/Rom
City Hall Building	Fire Extinguisher Safety class		Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	Work zone Safety Tips - Safety		Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	Work Zone Protection - Safety		Complete	Herb/Jalex/Rom
Public Works Building	Work Zone Hazards - Safety		Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	Convergentz meeting		Complete	Herb /Jeremy
City Hall Building	Finance Meeting with Mr. Tarron & Mr. Chris		Complete	Herb/Jeremy

DEBRIS REMOVAL	Description		Complete	Person
Cedar Rapids & Karsten to Cedar Rapids & Hwy 288	remove tree debris from side of road		Complete	Herb/Jalex/Rom
Cedar Rapids & Karsten to Cedar Rapids & Hwy 288	remove dumped tire from side of road		Complete	Herb/Jalex/Rom
Cedar Rapids (overpass)	remove dumped trash from bridge		Complete	Herb/Jalex/Rom
Cedar Rapids & Iowa Colony west bound northside	remove dumped tires from side of road (2)		Complete	Herb/Jalex/Rom
Cedar Rapids & Iowa Colony west bound northside	remove tree debris from side of road		Complete	Herb/Jeremy/Jalex/Rom
Cedar Rapids & Iowa Colony west bound northside	remove dumped tires from side of road (5)		Complete	Herb/Jalex/Rom
Meridiana (overpass)	remove trash from east bound lane		Complete	Herb/Jalex/Rom
Oak & Iowa Colony (west bound)	remove dumped box spring & Mattress from side of road		Complete	Herb/Jalex/Rom
Meridiana & Sterling Lakes W. (east bound southside	remove dumpe cardboard boxes from right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Hwy 288 (intersection)	remove spilt concrete off of road		Complete	Herb/ Jeremy/Jalex/Rom
Bullard & Hwy 288 (Frontage Rd. intersection)	remove dumped trash bin on side of road		Complete	Herb
Iowa Colony & Cedar Rapids (intersection)	remove dumped trash from side of road		Complete	Herb
bullard & Iowa Colony (intersection)	remove dumped tires in ditch line		Complete	Rom / Jalex
Cactus & Iowa Colony east bound	remove dumped tires in ditch line		Complete	Rom / Jalex
Meridiana City Limits (headed towards 521)	remove metal rods from side of road		Complete	Herb/Jalex/Rom
Iowa Colony & Dubuque (south bound westside)	remove dumped chair from ditch line		Complete	Jalex/ Rom
CR 62 (east bound northside)	remove trash from northside of road		Complete	Herb
bullard & Iowa Colony (intersection east bound)	remove dumped tires in ditch line		Complete	Rom
bullard & Iowa Colony (intersection east bound)	remove dumped trash bags from ditch line		Complete	Herb/Jalex/Rom
bullard & Iowa Colony (intersection east bound)	remove dumped tires from ditch line		Complete	Herb/Jalex/Rom
Cedar Rapids Pkwy 4110	pick up trees in the ditch line		9/11/2026	Jeremy
Cedar Rapids Pkwy @Iowa Colony Blvd	Pick up tress in the ditch line		9/11/2026	Jeremy
Cedar Rapids @288South	Pick up Trash over the road		9/14/2026	Jeremy

Street SIGNAGE	Description		Complete	Person
Discovery & Alberti	turn stop sign & street sign correct direction		Complete	Herb/Jalex/Rom
Iowa Colony & Cedar Rapids (south bound lane)	remove abandoned pole from right of way		Complete	Herb/Jalex/Rom
Crystal View & Sonoma Green	install crosswalk signs (2)		Complete	Herb/Jalex/Rom
Peloton & Maclaren	remove faded "Do not enter" sign		Complete	Herb/Jalex/Rom
Peloton & Maclaren	install "Do not enter" sign		Complete	Herb/Jalex/Rom
Smith Municipal sign	collect speed limit / do not enter sihn		Complete	Herb/Jalex/Rom
Emerald & Ruby Cooper	report streetlight manfuction to Centerpoint Energy	#802663	Complete	Herb
7702 Lavender Jade	report streetlight manfuction to Centerpoint Energy	#803214	Complete	Herb
Meridiana & Iowa Colony (intersection)	remove damage crosswalk signs (3)		Complete	Herb/Jalex/Rom
Meridiana & Iowa Colony (intersection)	install crosswalk signs (3)		Complete	Herb/Jalex/Rom
Meridiana & Iowa Colony (south bound eastside)	remove damage crosswalk signs (1)		Complete	Herb/Jalex/Rom
Meridiana & Iowa Colony (south bound eastside)	install crosswalk sign (1)		Complete	Herb/Jalex/Rom
Meridiana & Iowa Colony (east bound northside)	remove damage crosswalk sign (1)		Complete	Herb/Jalex/Rom
Meridiana & Iowa Colony (east bound northside)	install crosswalk sign (1)		Complete	Herb/Jalex/Rom
Meridiana & Ames (north bound eastside)	remove damage crosswalk sign (1)		Complete	Herb/Jalex/Rom
Meridiana & Ames (north bound eastside)	install crosswalk sign (1)		Complete	Herb/Jalex/Rom
Meridiana & iowa Colony (east bound southside)	turn speed limit sign correct direction		Complete	Herb/Jalex/Rom
Sterling Lakes & CR 48	remove faded stop sign		Complete	Herb/Jalex/Rom
Sterling Lakes & CR 48	install new stop sign		Complete	Herb/Jalex/Rom
Sterling Lakes W. & Paradise Found	replace street sign bracket		Complete	Herb/Jalex/Rom
Davenport & Iowa Colony (south bound westside)	straighten pole w/ school zone speed limit		Complete	Herb/Jalex/Rom
Evening Emerald Dr & Montana Ruby Dr.	streetlight malfunction		Complete	Herb/Jalex/Rom
Evening Emerald Dr & Montana Ruby Dr.	report streetlight manfuction to Centerpoint Energy		Complete	Herb
Davenport & Ames (intersection)	remove abandoned pole from right of way		Complete	Herb/ Jeremy/ Jalex/ Rom
Davenport & Elwood subdivision east bound southsi	remove abandoned pole from right of way		Complete	Herb/Jalex/Rom
CR 62	Need a 35 M.P.H sign		9/3/2026	Jeremy
Stering Lakes W @ Paradise Found Dr	Fix leaning sign		9/3/2026	Jeremy
Stering Lakes @ CR 48	New Stop Sign		9/4/2026	Jeremy
Iowa Colony Blvd	Solar Fashing LED walk Light	Looking in to getting them in this area	9/8/2026	Jeremy
Meridiana Pkwy	Traffic Light	Call TX-Dot about the cross walk are not working Amanda asked me to email her the areas I was talking about	9/23/2026	Jeremy
CR 48	Remove sign for the right of way			Jeremy
CR 48	Remove sign for the right of way			Jeremy

Cedar Rapids @ 288 S	Remove sign for the right of way		9/14/2026	Jeremy
Iowa Colony Blvd	Order of mid-block Crosswalk sign		9/18/2026	Jeremy
Sailboat way@ Star Grass LN	Pick up signs in area		9/24/2026	Jeremy
BayBerry Dr @ Cedar RapidsPkwy	Pick up signs in area		9/24/2026	Jeremy
Cedar Rapids Pkwy @ Canterra Creek Dr	Pick up Signs in area		9/24/2026	Jeremy
Iowa Colony Blvd@ Meridiana Pkwy	Crosswalk Signs will be in three days		9/28/2026	Jeremy
Iow Colony Blvd @ Catus Ln	add 45MPH sign		9/29/2026	Jeremy
Iow Colony Blvd @ Catus Ln	No fire works sign		9/29/2026	Jeremy

MOWING/TREE TRIMI	Description		Complete	Person
Iowa Colony & Meridiana to Iowa Colony & Cedar Ra	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Meridiana to Iowa Colony & Cedar Ra	mow ditch line (slope mower)		Complete	Jalex
Iowa Colony & Cedar Rapids to Iowa Colony & Hwy 2	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Cedar Rapids to Iowa Colony & Hwy 2	mow ditch line (slope mower)		Complete	Jalex
Public Works Building	trim trees around building		Complete	Jalex/ Rom
Ames & CR 62 (south bound to city limits)	mow right of way		Complete	Herb/Jalex/Rom
Ames & CR 53 (west bound to Sandy Point Bridge)	mow right of way		Complete	Herb/Jalex/Rom
Ames & CR 62 to CR 62 7 Hwy 288	mow ditch line (slope mower)		Complete	Jalex
Davenport & Iowa Colony (westside of stadium)	mow right of way		Complete	Herb/Jalex/Rom
Davenport & Iowa Colony to Davenport & Sophie Ma	mow right of way / mow ditch line		Complete	Herb/Jalex/Rom
Davenport & Sophie Mary to Davenport & Discovery	mow right of way / mow ditch line		Complete	Herb/Jalex/Rom
Davenport & Discovery to Davenport & Hwy 288	mow right of way / mow ditch line		Complete	Herb/Jalex/Rom
Ames & Meridiana to city limits (west bound)	mow right of way		Complete	Herb/Jalex/Rom
Meridiana (overpass)	mow bridge embankment		Complete	Herb/Jalex/Rom
Daveport (overpass)	mow bridge embankment		Complete	Herb/Jalex/Rom
Meridiana (overpass on & off ramps)	mow right of way		Complete	Herb/Jalex/Rom
Davenport (overpass on & off ramps)	mow right of way		Complete	Herb/Jalex/Rom
Public Works Building	mow property @ building		Complete	Herb/Jalex/Rom
Hwy 6 & Louisiana to Louisiana & Des Moines Ct.	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Davenport (eastbound)	mow right of way / (slope mower)		Complete	Herb/Jalex/Rom
Iowa Colony & Dubuque to Dubuque & Pursley	mow right of way		Complete	Herb/Jalex/Rom
Pursley & Dubuque to Pursley & Brister	mow right of way		Complete	Herb/Jalex/Rom
Brister & Pursley to Brister & Iowa Colony	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Dubuque to Iowa Colony & Davenpor	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & CR 78 to Iowa Colony & Bullard	mow road median / weed eat road signs & edge curve		Complete	Herb/Jalex/Rom
Cedar Rapids & CR 79 to CR 79 & Bullard	mow ditch line (slope mower)		Complete	Jalex
7710 Iowa Colony	mow right of way / ditch line (zero- turn)		Complete	Herb/Jalex/Rom
7710 Iowa Colony	weed eat road signs		Complete	Herb/Jalex/Rom
Iowa Colony & Shaw (north bound eastside)	mow right of way / weed eat road signs		Complete	Herb/Jalex/Rom
Iowa Colony (Meridiana Elementary exit / entrance)	trim trees on eastside north bound		Complete	Herb/Jalex/Rom
Pursley & Dubuque to Pursley & Davenport	mow right of way		Complete	Herb/Jalex/Rom
Pursley & Davenport to Meridiana subdivision	mow right of way		Complete	Herb/Jalex/Rom
Pursley & Davenport to Davenport & Iowa Colony	mow right of way		Complete	Herb/Jalex/Rom
Daveport & Sophie Mary (200ft north bound)	mow right of way		Complete	Herb/Jalex/Rom
Davenport & Sophie Mary to Davenport & Discovery	mow right of way		Complete	Herb/Jalex/Rom
Iowa Colony & Davenport (westside north bound)	mow ditch line (slope mower)		Complete	Jalex
Iowa Colony & Davenport (westbound northside)	mow ditch line (slope mower)		Complete	Jalex
Bullard & CR 79 to Bullard & Pursley	mow ditch line (slope mower)		Complete	Jalex
Dubuque & Magnolia Bend to Dubuque & Pursley	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Pursley & Brister to Brister & Iowa Colony	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Iowa Colony & Dubuque (intersection)	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Iowa Colony & Kelley Leigh (intersection)	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Iowa Colony & Davenport (westside north bound)	mow right of way (zero-turn)		Complete	Herb/Jalex/Rom
Pursley & Cedar Rapids to Pursley & Bullard	mow ditch line		Complete	Herb/Jalex/Rom
Pursley & CR 380 to CR 380 & CR 79	mow ditch line		Complete	Herb/Jalex/Rom
Pursley & Bullard to Bullard & Hwy 288(Frontage rd)	mow ditch line		Complete	Herb/Jalex/Rom
Cedar Rapids & CR 79 to CR 79 & Bullard	mow ditch line		Complete	Herb/Jalex/Rom
Cedar Rapids & Pursley (west bound northside)	mow ditch line		Complete	Herb/Jalex/Rom
CR 79 & CR 78 to CR 78 & Iowa Colony	mow ditch line		Complete	Herb/Jalex/Rom
CR 380 & Pursley (east bound)	mow ditch line (slope mower)		Complete	Jalex
CR 78 & CR 79 to CR 78 & Iowa Colony	mow ditch line (slope mower)		Complete	Jalex
Davenport & Iowa Colony to Davenport & Sophie Ma	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Davenport & Sophie Mary to Davenport & Discovery	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Davenport & Discovery to Davenport & Hwy 288	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Iowa Colony & Meridiana to Iowa Colony & Cedar Ra	mow right of way / weed eat road signs		Complete	Rom / Jalex
Iowa Colony & Cedar Rapids to Iowa Colony & Hwy 2	mow right of way / weed eat road signs		Complete	Rom / Jalex
Iowa Colony & Hwy 288 to Iowa Colony & Oak mow	mow right of way / weed eat road signs		Complete	Rom / Jalex
Iowa Colony & Oak (west bound 200ft)	mow right of way / weed eat road signs		Complete	Rom / Jalex
CR 79 & Cedar Rapids to CR 79 & Bullard	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
Pursley & Cedar Rapids to Pursley & Bullard	weed eat road signs / culverts		Complete	Herb/Jalex/Rom
CR 62 & valley vista Dr to CR 62 & Ames	Weed eat road sign / culverts		Complete	Herb/Jalex/Rom
CR 62 & valley vista Dr to CR 62 & Ames	mow ditch line		complete	Herb/Jalex/Rom
CR 62 & Ames to CR 62 & city limit sign	mow right of way		complete	Rom
CR 62 & Ames to Ames & Davenport	mow right of way		complete	Rom
5008 Dubuque	mow ditch line /weed eat culvert		complete	Herb/Jalex
Davenport (east bound canal bridge)	mow right of way / weed eat road signs		complete	Herb/Jalex

Cedar Rapids & Karsten to Cedar Rapids & Ruth	mow right of way / weed eat road signs		Complete	Herb/Jalex/Rom
Cedar Rapids & Ruth (south bound to dead eand)	mow right of way / weed eat road signs		Complete	Herb/Jalex/Rom
Pursley & Bullard (intersection north westside)	trim trees back from stop sign		Complete	Jalex
Cedar Rapids & Pursley to Cedar Rapids & Iowa Colo	mow ditch line		Complete	Rom
Cedar Rapids & Iowa Colony to Cedar Rapids & Hwy	mow ditch line		Complete	Rom
City property (1acre)	mow property		Complete	Herb/Jalex/Jeremy
Iowa Colony & Dubuque to Dubuque & Magnolia Be	mow right of way		Complete	Rom
Overpasses in Iowa Colony	Call Tx- Dot for service to get the grass cut on 288		9/3/2026	Jeremy
CR 62	Trees cut back at address 2605 CR62		9/3/2026	Jeremy
Tx Dot	Spoke with TxDOT regarding the overgrown grass. TxDOT is sending out a maintenance crew to begin cutting the grass until the contractor arrives and starts work in the area, expected by mid-next week.		9/9/2026	Jeremy
PursleyRd	Cut back the trees on the road side for school buses to pass		9/14/2026	Jeremy
Cedar Rapids Pkwy @Pursley Rd	Cut Grass in the area		9/14/2026	Jeremy
Pursley Rd @Cedar Rapids			9/15/2026	Jeremy
Tx Dot	Spoke with Robert with Tx-Dot about the grass not being Mowed and now the grass is taking care of		9/18/2026	Jeremy
Iowa Colony Blvd@ Meridiana Pkwy	Cut trees back from road so you can see		9/24/2026	Jeremy
CR 79	Check on crew	Remove the trash in the area	9/23/2026	Jeremy
Meridiana Pkwy	Call the owner of property in the area to cut grass on the overgrown grass in the area		9/28/2026	Jeremy

ROAD REPAIRS	Description		Complete	Person
Iowa Colony & Bullard to Iowa Colony & Oak	fill road potholes		Complete	Herb/Jalex/Rom
Ames & Davenport to Ames & CR 62	fill road potholes		Complete	Herb/Jalex/Rom
Ames & CR 62 to Ames & CR 53	fill road potholes		Complete	Herb/Jalex/Rom
Cedar Rapids & Praire Iris Ln	install asphalt patch		Complete	Herb/Jalex/Rom
Cedar Rapids & Bateman Blvd	fill road potholes		Complete	Herb/Jalex/Rom
Cedar Rapids & Praire Iris In	install asphalt patch		Complete	Herb/Jalex/Rom
8330 Pursley blvd	standby for repair of low hanging wire across rod		Complete	Herb/Jalex/Rom
9722 Opal Rock Dr	survey sidewalk damage for repair		Complete	Herb/Jalex/Rom
Evening Emerald & Montana Ruby	cut rebar that was sticking out the ground on sidewalk		Complete	Herb/Jalex/Rom
3531 Whitman Dr.	survey sidewalk damage for repair		Complete	Herb/Jalex/Rom
10114 Brush Way	survey sidewalk damage for repair		Complete	Herb/Jalex/Rom
Cedar Rapids pkwy @ Karsten Blvd	County crews started repairs on the roadway.		9/9/2026	Jeremy
Iowa Colony Blvd	Called Stripes and Stop to Repaint crosswalk		9/10/2026	Jeremy
Pursleyblvd@Bullard Pkwy	Sent request in the County	grounds (AKA) point repair dig out bad spot	9/29/2026	Jeremy

Ditch Drainage issue	Description		Complete	Person
CR 62	Potholes		9/3/2026	Jeremy
Cedar Rapids Pkwy @ Carwell Lakes	Manhole damage	Call out LJA Pedro to make repair the manhole	9/3/2026	Jeremy
CR 79	Made call to Coburn's for culverts	The water in the area was not flowing properly, so the damaged	9/9/2026	Jeremy
CR 79	Drop Culvert off at location		9/11/2026	Jeremy
CR 79	Culvert Set in place	assist county with placement of the Culvert for	9/14/2026	Jeremy

Parks	Description		Complete	Person
Oasis Village (City Park)	remove broken basketball rims (2)		Complete	Herb/Jalex/Rom
Oasis Village (City Park)	install new basketball rims (2)		Complete	Herb/Jalex/Rom
Oasis Village (City Park)	empty trash barrels & replace trash bags		Complete	Herb/Jalex/Rom
Parks	Pick up trash at the City Park		9/9/2026	Jeremy
Parks	Removed and picked up a damaged soccer goal that had been placed in the trash for disposal.		9/9/2026	Jeremy

Miscellaneous Works	Description		Complete	Person
Meridiana & Iowa Colony (undergroung walkway)	survey concrete grades for walkway with Jeronimo	City of Iowa Colony is not responsible	in progess	Herb/Jalex/Rom
Smith Municipal sign	collect order signs drom Smith Municipal		Complete	Herb/Jalex/Rom
Alvin ISD	meeting with Alvin mowing crew for weed eat fire hydrants on Davenport		Complete	Herb/Jalex/Rom
Cedar Rapids (overpass)	meeting with Jose with TX-DOT about mowing overpass & hwy right of way		Complete	Herb/Jalex/Rom
Public Works Building	remove flat tire on batwing for repair		Complete	Herb/Jalex/Rom
Public Works Building	take flat tire to Matt's tire shop for repair		Complete	Herb/Jalex/Rom
Public Works Building	clean & organize shop		Complete	Herb/Jalex/Rom
Public Works Building	service tractor & batwing		Complete	Herb/Jalex/Rom
Public Works Building	gate repair / replace chain for equipment parking lot		Complete	Herb/Jalex/Rom
City Hall Building	relocate filling cabinets on 1st floor (per Chief)		Complete	Herb/Jalex/Rom
City Hall Building	relocate computer monitor (10) to EOC		Complete	Herb/Jalex/Rom
City Hall Building	assist electrician with repairs on 1st floor		Complete	Jalex/Jeremy
City Hall Building	relocate filling cabinets in Sally Port to Finance office (2)		Complete	Herb/Jalex/Rom/Jererrmy

City Hall Building	relocate filling cabinet in Sally Port to 2nd floor (1)		Complete	Herb/Jalex/Rom/Jerermy
City Hall Building	relocate separated fences to inside dumpster cage		Complete	Herb
John Deere (King Ranch)	purchase Ranger Pro (Herbicide)		Complete	Herb/Jalex/Rom
John Deere (King Ranch)	get quote for 16X83 landscape trailer	$9,000.00	Complete	Herb/Jalex/Rom
Pasadena Trailer	get quote for 16X83 landscape trailer	$6,189.00	Complete	Herb/Jalex/Rom
City Hall Building	relocate filling cabinets on 2nd floor (per Bibin)		Complete	Herb/Jeremy/Jalex/Rom
City Hall Building	relocate boxes to 2nd floor E.O.C		Complete	Herb/Jeremy/Jalex/Rom
City Hall Building	assemble shelve for I.T. department (E.O.C)		Complete	Herb/Jeremy/Jalex/Rom
Public Works Building	throw dumped chair & loose boxes in dumpster		Complete	Herb/Jalex/Rom
Smith Sign Shop	Pick up Signs		9/7/2026	Jeremy
City Hall	talk about the leak in the roof	Talk with craig with sterling	9/7/2026	Jeremy
Tx-dot	Call Tx-Dot about grass mowing over 288 ask to speak with manager I was told he would call me back 10:24am			Jeremy
Tx-Dot	Call Tx-Dot about grass mowing over 288 got a call back and was told they are on 1462 and will be in our area in a week 3:40pm			Jeremy
City of Iowa Colony	I called stripes and stop for them to give me a price on the refreshing on the striping they are working on a quote	ETA for Pricing is 9/8/2026		Jeremy
City Hall	Work with Sterling structures to find the problem with the leak in the roof	in progress		Jeremy
Emails	done at 8 am			Jeremy
Home Depot Run	Pick up caulk to fix the hole in the weather station			Jeremy
City hall	Caulk the leaks in the PD building			Jeremy
City of Iowa Colony	Late call to Center Point about the lights not on in the city			Jeremy
County Control Unit	Call Mark Winkler with Missouri County Adult Probation	To possable set up a litter pick up service in the city of Iowa Colony		Jeremy
IN Class				Jeremy
Work on the Tree Lighting event			9/3/2026	Jeremy
City Hall	Contact Hunton service to rewrap the A/C Duct		9/3/2026	Jeremy
City Hall	Hunton service rewrap the A/C		9/1/2026	Jeremy
City Hall	Leak Fix		9/3/2026	Jeremy
City Hall	Pick up trash at city hall		9/3/2026	Jeremy
City Hall	Hunton service rewrapped the A/C Duct		9/7/2026	Jeremy
Brazria Borther	Meeting about park updates	Trash pick up help and getting the kids at the park to help out with the trash pick up	9/3/2026	Jeremy
Home Depot Run	Pick up Items		9/4/2026	Jeremy
Cedar Rapids	Pick up signs out of the ground that shouldn't be there	The men working signs	9/4/2026	Jeremy
Gilber Rd @ Napier Dr	After hours call	Water was shooting from the pond and spraying in the direction of the house in that area.	9/5/2026	Jeremy
Emails	After Hours email Bibin about the road Block on Cedar Rapids Pkwy	just to make sure restadian had a chance to go around the road block	9/5/2026	Jeremy
Meridiana Pkwy @ Iowa Colony blvd	Stirpe and Stops came out to this location to repaint the mid block crossing for the kids		9/8/2026	Jeremy
Parks	Meeting with the park sport complex		9/8/2026	Jeremy
City Hall	Call SERVPRO regarding the leak at City Hall and have them inspect the area to make sure there is no damage to the walls or surrounding areas.		9/9/2026	Jeremy
Public works Building	Gate repair		9/9/2026	Jeremy
Public works Building	Rolloff Swap		9/9/2026	Jeremy
Meeting			9/10/2026	Jeremy
Tree Lighting event			9/11/2026	Jeremy
Work on the Tree Lighting event	Talk with vendor about adding something new		9/16/2026	Jeremy
City Hall	Call out for the MDF Room wasn't cooling and needed to be fix ASAP	Working with A/c company to replace the unit time on the job to get A/c working temp 9:27am-10:41am	9/16/2026	Jeremy
BC 87	having problems with the trash not geting pick up in the location	I had to have best trash to add it to the list	9/18/2026	Jeremy
City Hall	Fix the Mini Split in the MDF Room	Moved one unit 3 to unit 2 for the A/c to work in the room working on getting a new unit to replace the broke one time spent 12:30pm-3:08pm	9/18/2026	Jeremy
City Hall	Call for water on the floor	clean up the area	9/18/2026	Jeremy
City Hall	Meet with Contractor fixing the Conduit for the leak		9/28/2026	Jeremy
City Hall	Check the Mowing of ortega landscaping	Look over the work	9/28/2026	Jeremy
City Hall	Eletrician came to fix the Lights not working		9/25/2026	Jeremy
City Hall	Eletrician came to fix the Lights now the lights are repaired		9/25/2026	Jeremy
City Hall	Fix the the Ruts in the grass		9/23/2026	Jeremy
City hall	Call Chad about the Elevator Maintenance		9/28/2026	Jeremy
Wagner St	Street light out	Moved one unit 3 to unit 2 for the A/c to work in the room working on getting a new unit to replace the broke one time spent 12:30pm-3:08pm		Jeremy
Wagner St	Street light out	call centerpoint about it	9/29/2026	Jeremy
City Hall	Meeting with PPG peerless production Group	Festival of Lights	9/23/2026	Jeremy
City Hall	Power Wash the front area of building		9/23/2026	Jeremy
City of Iowa Colony	Set up trash service to homeower		9/23/2026	Jeremy
City Hall	Meeting with DR.T		9/24/2026	Jeremy
Tx-Dot	Call about the lights not working at 288 and Meridiana Pkwy		9/24/2026	Jeremy

ROAD Condition	Description	Scale 1-5 Five being the best	Date	Complete
CR 62	CR 62 is in need of road repairs, primarily on the west side from the canal to the four-way intersection. This is an area that should be evaluated and considered for future repairs to improve the roadway condition and safety for motorists.	3		Jeremy
Ames @ CR 62 Headed south	The road is currently in fair condition, with some areas that may need to be monitored and addressed	4		Jeremy
Meridiana Pkwy @ 288 S to city limits	The City Way road striping should be looked into due to the increased traffic the area has experienced over the past two years. The existing striping may need to be evaluated and refreshed to improve visibility and safety.	3		Jeremy
Cedar Rapids Pkwy @ 288 S to City Limits	Road will begin road work at Cedar Rapids near the gun range heading south to city limits sign this section will begin 9/8/2026	4	9/3/2026	Jeremy
Pursley Blvd @ Duduque Pkwy	Road needs to be repair have alot of uneven road	2	9/29/2026	Jeremy
Iowa Colony Blvd	Between 288N and Cedar Rapids need road repair	2	9/29/2026	Jeremy
Pursley Blvd @Cedar rapids Pkwy	road is in great condition just need to fix some			

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
September 2026

Offense	August 2026	September 2026
Burglary	2	1
Theft	1	9
Robbery	0	1
Total Index Crimes Reported	3	11
Reports Taken		
Misdemeanor	23	50
Felony	14	12
Charges Filed/Arrests		
Misdemeanor	17	29
Felony	6	4
Outside Agency Warrant Arrest	1	1
Traffic Enforcement		
Number of Violations	845	941
Crash Investigations		
Minor Crashes	13	17
Major Crashes	8	3
Fatality Crashes	0	0
Calls for Service		
Alarms	32	29
Assist Other Agency	36	38
Disturbance	10	24
Other	324	336
Security Checks	824	784
Suspicious Activity/Persons	35	36

Significant Events

- September 3 – Officers were dispatched to the 1200 block of Sandy Shore Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 4 – Officers conducted a traffic stop in the 9800 block of Meridiana Pkwy. During the traffic stop illegal narcotics and a weapon were found in the vehicle. An arrest was made and a report was generated.
- September 7 – Officers were dispatched to the 9700 block of Steel Knot Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.

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- September 7 – Officers conducted a traffic stop in the area of SH 288/Dubuque 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.
- September 8 – Officers conducted a traffic stop in the area of Iowa Colony Blvd/Cactus Ln. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 8 – Officers conducted a traffic stop in the area of SH 288/Dubuque 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.
- September 10 – Officers were dispatched to the 9700 block of Shimmering Lakes Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 11 – Officers were dispatched to the 1500 block of Loose Stone Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 12 – Officers conducted a traffic stop in the area of Pursley Blvd/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 12 – Officers were dispatched to the 3400 block of Zuse Drin reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 13 – Officers conducted a traffic stop in the area of SH 288/Davenport 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.
- September 14 – Offices were dispatched to the 3900 block of Ballard St in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 16 – Officers were dispatched to the 3400 block of Lake Ct in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 17 – Officers were dispatched to the 9400 block of Emerald Green Drin reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 20 – Officers were dispatched to the 100 block of Kiowa Ct in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.

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- September 22 – Officers were dispatched to the 1500 block of Crete Island Way in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 22 – Officers conducted a traffic stop in the area of SH 288/SH 6. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 23 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Karsten Blvd During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 23 – Officers were dispatched to the 2500 block of Night Emerald Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 23 – Officers were dispatched to the 10100 block of Palm Springs Place in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 27 – Officers were dispatched to the 1300 block of Hayden Peak Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 28 – Officers were dispatched to a major crash in the area of SH 288/Iowa Colony Blvd. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 29 – Officers were dispatched to the 4900 block of Cooper Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.

Office of Emergency Management
September 2026

- Attended 16 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 9/1/2026 to 9/30/2026

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
246	2	0	4	6	258

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Consol. Sec/Tech	Total
$15,623.46	$23,442.57	$8,005.60	$11.36	$13.92	$1,584.56	$48,681.47

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
55	0	53	24	114	246

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

ADICO
CONSULTING ENGINEERS

MEMORANDIUM

Date: October 5, 2026

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – October 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:
   - Awaiting to schedule a meeting with TxDOT to discuss landscaping improvements.

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
   - 2023 Ames Blvd Extension
     i. Coordinating drainage improvements with Cedar Rapids improvement.
     ii. Adico finalizing plans for Ames Blvd. Bid in November.

   - 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 50%.
     iii. Awaiting delivery of plans and specs from consultants for bidding.

   - 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. Preliminary Design Phase (100% complete)
     ii. This project will be split in two projects. This will allow for the construction of the well to commence sooner.
     iii. Awaiting TCEQ approval prior to finalizing and bid.

   - 2025 Impact Fee Update:
     i. Meeting to be held on 10/7/2026.
     ii. CIP and Land Use Plan recommended for approval.
     iii. Draft Impact Fee Study presented to Committee.
     iv. Committee expected to recommended to Council at the next meeting.

- Water and Sewer Rate Study:
    i. Heddin Consulting is providing this services
    ii. Presentation on 8/31/2026

- 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 – 60% 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 – 25% 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 punchlist items to be addressed.
  - BCMUD 87 Remote Water Well 40% 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 – 75%complete.
- Ellwood Karsten Boulevard Bridge – 80% complete.
- Ellwood Section 2 – Utilities 80% complete, 80% Pavement Complete.
- Ellwood Karsten Boulevard Phase III - 70% Utilities Complete., 70% Pavement Complete.
- Ellwood Karsten Boulevard Phase II- Awaiting Final Walk.
- Ellwood Section 3A – Utilities 45% Complete, 20% Pavement Complete.

J. WYNSERRA

- Wynserra Detention and Mass Grading – 50%
- Wynserra Water Well 1, 50% complete
- Wynserra Water Well 2, 50% complete
- Wynserra Water Plant No.1 40% Complete.

K. OTHER CONSTRUCTION PROJECTS

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

- TxDOT review is on hold until the AFA is signed for the frontage road.
- Developer to provide an updated plan for the September meeting.

City of Iowa Colony
Balance Sheet
As of September 30, 2026

10/9/2026 1:39 PM

Account Type	Account Number	Description	Balance	Total
10 - General				
	Total Assets		10,908,053.64	
				10,908,053.64
	Total Liabilities		3,460,666.21	
		Total Fund Balance/Equity	7,447,387.43	
	Total Liabilities & Fund Balance			10,908,053.64
11 - Retainer				
	Total Assets		2,106,146.71	
				2,106,146.71
	Total Liabilities		1,913,869.52	
		Total Fund Balance/Equity	192,277.19	
	Total Liabilities & Fund Balance			2,106,146.71
12 - Series 2022 Project				
	Total Assets		343,451.03	
				343,451.03
	Total Liabilities		0.00	
		Total Fund Balance/Equity	343,451.03	
	Total Liabilities & Fund Balance			343,451.03

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District				
	Total Assets		640,728.06	
				640,728.06
	Total Liabilities		5,107.58	
		Total Fund Balance/Equity	635,620.48	
	Total Liabilities & Fund Balance			640,728.06
21 - Police Seizure and Forfeiture				
	Total Assets		272.12	
				272.12
	Total Liabilities		0.00	
		Total Fund Balance/Equity	272.12	
	Total Liabilities & Fund Balance			272.12
30 - Debt Service (General)				
	Total Assets		142,366.70	
				142,366.70
	Total Liabilities		18,789.00	
		Total Fund Balance/Equity	123,577.70	
	Total Liabilities & Fund Balance			142,366.70

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan (General)				
	Total Assets		(192,244.82)	
				(192,244.82)
	Total Liabilities		1,074.56	
		Total Fund Balance/Equity	(193,319.38)	
	Total Liabilities & Fund Balance			(192,244.82)
36 - Public Safety Grants				
	Total Assets		(201,230.78)	
				(201,230.78)
	Total Liabilities		5,353.90	
		Total Fund Balance/Equity	(206,584.68)	
	Total Liabilities & Fund Balance			(201,230.78)
37 - Parkland				
	Total Assets		686,212.00	
				686,212.00
	Total Liabilities		0.00	
		Total Fund Balance/Equity	686,212.00	
	Total Liabilities & Fund Balance			686,212.00

Account Type	Account Number	Description	Balance	Total
40 - Court Technology				
	Total Assets		31,463.29	
				31,463.29
	Total Liabilities		0.00	
		Total Fund Balance/Equity	31,463.29	
	Total Liabilities & Fund Balance			31,463.29
41 - Court Security				
	Total Assets		46,757.02	
				46,757.02
	Total Liabilities		0.00	
		Total Fund Balance/Equity	46,757.02	
	Total Liabilities & Fund Balance			46,757.02
42 - Consolidated Security and Technology				
	Total Assets		23,193.03	
				23,193.03
	Total Liabilities		0.00	
		Total Fund Balance/Equity	23,193.03	
	Total Liabilities & Fund Balance			23,193.03

Account Type	Account Number	Description	Balance	Total
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
50 - Vehicle Replacement				
	Total Assets		140,215.61	
				140,215.61
	Total Liabilities		0.00	
		Total Fund Balance/Equity	140,215.61	
	Total Liabilities & Fund Balance			140,215.61
60 - Utility				
	Total Assets		79,092,951.82	
				79,092,951.82
	Total Liabilities		1,142,541.01	
		Total Fund Balance/Equity	77,950,410.81	
	Total Liabilities & Fund Balance			79,092,951.82

Account Type	Account Number	Description	Balance	Total
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		26,109,220.10	
				26,109,220.10
	Total Liabilities		0.00	
		Total Fund Balance/Equity	26,109,220.10	
	Total Liabilities & Fund Balance			26,109,220.10
63 - Northwest Regional WWTP Cost Sharing				
	Total Assets		13,424,398.76	
				13,424,398.76
	Total Liabilities		0.00	
		Total Fund Balance/Equity	13,424,398.76	
	Total Liabilities & Fund Balance			13,424,398.76

Account Type	Account Number	Description	Balance	Total
65 - Solid Waste				
	Total Assets		0.00	
				0.00
	Total Liabilities		0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			0.00
70 - ICDA General Operating				
	Total Assets		488,201.24	
				488,201.24
	Total Liabilities		(13,120.84)	
		Total Fund Balance/Equity	501,322.08	
	Total Liabilities & Fund Balance			488,201.24
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

Account Type	Account Number	Description	Balance	Total
72 - ICDA Debt Service				
	Total Assets		3,543,948.85	
				3,543,948.85
	Total Liabilities		13,121.00	
		Total Fund Balance/Equity	3,530,827.85	
	Total Liabilities & Fund Balance			3,543,948.85
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		2,400,454.65	
				2,400,454.65
	Total Liabilities		2,400,454.65	
	Total Liabilities & Fund Balance			2,400,454.65

City of Iowa Colony
Financial Statement
As of September 30, 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	80,521.23	100,875.24	(20,354.01)	830,964.39	1,205,200.00	68.95%	374,235.61
Ad Valorem Taxes	23,932.60	269,322.63	(245,390.03)	6,115,004.28	5,845,213.00	104.62%	(269,791.28)
Other Sources	43,690.43	45,825.95	(2,135.52)	1,534,440.85	549,500.00	279.24%	(984,940.85)
Fines and Fees	31,669.41	38,978.87	(7,309.46)	444,385.25	465,700.00	95.42%	21,314.75
Licenses and Permits	108,656.79	384,015.38	(275,358.59)	2,968,648.41	4,603,000.00	64.49%	1,634,351.59
Franchise/ROW Fees	77,502.84	37,665.00	39,837.84	683,798.02	450,000.00	151.96%	(233,798.02)
Grants	0.00	25,000.00	(25,000.00)	2,025.78	300,000.00	0.68%	297,974.22
Interest	31,298.27	12,555.00	18,743.27	163,375.99	150,000.00	108.92%	(13,375.99)
Revenue Totals	397,271.57	914,238.07	(516,966.50)	12,742,642.97	13,568,613.00	93.91%	825,970.03
Expense Summary							
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel and Benefits	349,931.96	415,282.93	(65,350.97)	4,046,256.45	4,970,100.00	81.41%	923,843.55
Contracts and Agreements	193,714.34	214,455.28	(20,740.94)	2,240,676.29	2,646,500.00	84.67%	405,823.71
Materials and Supplies	26,216.21	71,949.24	(45,733.03)	542,439.01	885,500.00	61.26%	343,060.99
Specialized Services	105,772.64	368,880.75	(263,108.11)	4,658,722.75	4,398,880.86	105.91%	(259,841.89)
Investments and Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	1,518.38	60,850.36	(59,331.98)	52,050.06	717,631.69	7.25%	665,581.63
Expense Totals	677,153.53	1,131,418.56	(454,265.03)	11,540,144.56	13,618,612.55	84.74%	2,078,467.99

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10 - General	Transfers Out	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Transfers-Out		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers Out Totals		0.00	0.00	0.00	0.00	0.00	0.00%	0.00

10 - General	Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlays		0.00	541.63	(541.63)	0.00	6,500.00	0.00%	6,500.00
Contracts and Agreements		32,523.40	41,792.47	(9,269.07)	400,836.71	507,500.00	78.98%	106,663.29
Investments and Debt		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials and Supplies		12,606.87	22,823.60	(10,216.73)	147,331.65	264,500.00	55.70%	117,168.35
Personnel and Benefits		76,921.33	86,076.18	(9,154.85)	838,343.28	1,031,700.00	81.26%	193,356.72
Specialized Services		(2,738.13)	13,517.55	(16,255.68)	195,622.28	161,500.00	121.13%	(34,122.28)
Administration Totals		119,313.47	164,751.43	(45,437.96)	1,582,133.92	1,971,700.00	80.24%	389,566.08

10 - General	Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	1,297.35	(1,297.35)	13,424.47	90,500.00	14.83%	77,075.53
Materials and Supplies		2,270.17	2,720.25	(450.08)	13,155.54	32,500.00	40.48%	19,344.46
Personnel and Benefits		32,274.23	33,438.15	(1,163.92)	301,280.50	407,500.00	73.93%	106,219.50
Finance Totals		34,544.40	37,455.75	(2,911.35)	327,860.51	530,500.00	61.80%	202,639.49

10 - General	Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		378.82	1,171.80	(792.98)	3,539.79	14,000.00	25.28%	10,460.21
Materials and Supplies		(19,194.04)	16,946.30	(36,140.34)	192,739.55	202,700.00	95.09%	9,960.45
Personnel and Benefits		173,202.89	188,952.75	(15,749.86)	2,098,718.49	2,257,500.00	92.97%	158,781.51
Specialized Services		(1,313.38)	11,299.50	(12,612.88)	33,972.82	135,000.00	25.17%	101,027.18
Transfers-Out		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Police Totals		153,074.29	218,370.35	(65,296.06)	2,328,970.65	2,609,200.00	89.26%	280,229.35

10 - General	Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		6,490.00	1,088.10	5,401.90	47,416.61	13,000.00	364.74%	(34,416.61)
Materials and Supplies		32.94	853.30	(820.36)	5,020.83	10,200.00	49.22%	5,179.17
Personnel and Benefits		5,209.97	12,167.89	(6,957.92)	68,558.22	142,100.00	48.25%	73,541.78
Specialized Services		0.00	2,845.80	(2,845.80)	5,192.19	34,000.00	15.27%	28,807.81
Transfers-Out		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Animal Control Totals		11,732.91	16,955.09	(5,222.18)	126,187.85	199,300.00	63.32%	73,112.15

10 - General	Emergency Managemen	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		90.00	1,542.95	(1,452.95)	7,877.46	19,000.00	41.46%	11,122.54
Materials and Supplies		0.00	6,559.19	(6,559.19)	12,927.62	112,000.00	11.54%	99,072.38
Emergency Management Totals		90.00	8,102.14	(8,012.14)	20,805.08	131,000.00	15.88%	110,194.92

10 - General	Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		1,978.39	8,704.80	(6,726.41)	70,846.91	104,000.00	68.12%	33,153.09
Materials and Supplies		138.22	1,586.67	(1,448.45)	14,586.65	19,000.00	76.77%	4,413.35
Personnel and Benefits		13,242.38	22,013.10	(8,770.72)	171,226.34	263,000.00	65.11%	91,773.66
Specialized Services		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals		15,358.99	32,304.57	(16,945.58)	256,659.90	386,000.00	66.49%	129,340.10

10 - General	Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		44,499.44	30,031.03	14,468.41	125,957.79	359,000.00	35.09%	233,042.21
Materials and Supplies		25,588.78	7,858.67	17,730.11	91,464.77	94,000.00	97.30%	2,535.23
Personnel and Benefits		27,230.43	36,283.95	(9,053.52)	300,780.89	434,000.00	69.30%	133,219.11
Specialized Services		1,104.90	3,180.60	(2,075.70)	7,338.62	38,000.00	19.31%	30,661.38
Public Works Totals		98,423.55	77,354.25	21,069.30	525,542.07	925,000.00	56.82%	399,457.93

10 - General	Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		0.00	10,879.13	(10,879.13)	169,215.25	130,000.00	130.17%	(39,215.25)
Materials and Supplies		4,650.00	8,366.04	(3,716.04)	51,979.76	100,000.00	51.98%	48,020.24
Parks & Recreation Totals		4,650.00	19,245.17	(14,595.17)	221,195.01	230,000.00	96.17%	8,804.99

10 - General	Community Developme	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracts and Agreements		79,368.25	83,839.90	(4,471.65)	1,038,933.40	1,002,000.00	103.69%	(36,933.40)
Materials and Supplies		103.89	2,845.80	(2,741.91)	16,878.42	34,000.00	49.64%	17,121.58
Personnel and Benefits		10,778.02	22,264.20	(11,486.18)	123,995.07	266,000.00	46.61%	142,004.93
Specialized Services		108,719.25	336,781.80	(228,062.55)	4,414,215.99	4,015,380.86	109.93%	(398,835.13)
Community Development Totals		198,969.41	445,731.70	(246,762.29)	5,594,022.88	5,317,380.86	105.20%	(276,642.02)

10 - General	Fire Marshal/Building C	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlays		1,518.38	0.00	1,518.38	6,950.06	0.00	0.00%	(6,950.06)
Contracts and Agreements		28,386.04	34,107.75	(5,721.71)	362,627.90	407,500.00	88.99%	44,872.10
Materials and Supplies		19.38	1,389.42	(1,370.04)	(3,645.78)	16,600.00	(21.96%)	20,245.78
Personnel and Benefits		11,072.71	14,086.71	(3,014.00)	143,353.66	168,300.00	85.18%	24,946.34
Specialized Services		0.00	1,255.50	(1,255.50)	2,380.85	15,000.00	15.87%	12,619.15
Transfers-Out		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Fire Marshal/Building Official Totals		40,996.51	50,839.38	(9,842.87)	511,666.69	607,400.00	84.24%	95,733.31

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	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
Code Enforcement Totals		0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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	60,308.73	(60,308.73)	45,100.00	711,131.69	6.34%	666,031.69
Capital and Planning Projects Totals		0.00	60,308.73	(60,308.73)	45,100.00	711,131.69	6.34%	666,031.69
Expense Total		677,153.53	1,131,418.56	(454,265.03)	11,540,144.56	13,618,612.55	84.74%	2,078,467.99

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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	5,421.48	0.00	5,421.48	64,399.62	60,000.00	107.33%	(4,399.62)
Revenue Totals	5,421.48	0.00	5,421.48	64,399.62	60,000.00	107.33%	(4,399.62)
Expense Summary							
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

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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	0.00	0.00	0.00	146,425.89	190,000.00	77.07%	43,574.11
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	0.00	0.00	146,425.89	190,000.00	77.07%	43,574.11
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	6,200.00	0.00%	6,200.00
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	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00

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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	35,918.51	29,295.00	6,623.51	372,468.53	350,000.00	106.42%	(22,468.53)
Interest	1,499.84	2,092.50	(592.66)	17,899.38	25,000.00	71.60%	7,100.62
Revenue Totals	37,418.35	31,387.50	6,030.85	390,367.91	375,000.00	104.10%	(15,367.91)
Expense Summary							
Personnel and Benefits	6,296.10	7,974.52	(1,678.42)	72,311.00	93,500.00	77.34%	21,189.00
Contracts and Agreements	2,847.86	4,143.15	(1,295.29)	36,847.45	49,500.00	74.44%	12,652.55
Materials and Supplies	7,489.72	22,138.32	(14,648.60)	213,266.50	264,500.00	80.63%	51,233.50
Specialized Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	26,944.03	12,555.00	14,389.03	142,962.49	150,000.00	95.31%	7,037.51
Expense Totals	43,577.71	46,810.99	(3,233.28)	465,387.44	557,500.00	83.48%	92,112.56

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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	1,313.38	0.00	1,313.38	1,313.38	0.00	0.00%	(1,313.38)
Expense Totals	1,313.38	0.00	1,313.38	1,313.38	0.00	0.00%	(1,313.38)

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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	3,834.67	0.00	3,834.67	1,288,373.05	1,650,177.00	78.07%	361,803.95
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Interest	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	3,834.67	0.00	3,834.67	1,288,373.05	1,650,177.00	78.07%	361,803.95
Expense Summary							
Contracts and Agreements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	912,426.77	281,636.54	630,790.23	2,366,057.44	2,956,736.86	80.02%	590,679.42
Expense Totals	912,426.77	281,636.54	630,790.23	2,366,057.44	2,956,736.86	80.02%	590,679.42

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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	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
Grants	0.00	0.00	0.00	(63,194.00)	18,000.00	(351.08%)	81,194.00
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	25,000.00	(25,000.00)	(63,194.00)	318,000.00	-19.87%	381,194.00
Expense Summary							
Contracts and Agreements	0.00	3,333.34	(3,333.34)	84,900.00	30,000.00	283.00%	(54,900.00)
Materials and Supplies	0.00	0.00	0.00	45,225.00	0.00	0.00%	(45,225.00)
Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	3,333.34	(3,333.34)	130,125.00	30,000.00	433.75%	(100,125.00)

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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	10,416.63	(10,416.63)	(37,441.23)	125,000.00	(29.95%)	162,441.23
Revenue Totals	0.00	10,416.63	(10,416.63)	(37,441.23)	125,000.00	-29.95%	162,441.23
Expense Summary							
Personnel and Benefits	19,063.06	0.00	19,063.06	185,092.80	192,000.00	96.40%	6,907.20
Contracts and Agreements	0.00	83.37	(83.37)	3,470.00	1,000.00	347.00%	(2,470.00)
Materials and Supplies	0.00	0.00	0.00	6,077.99	0.00	0.00%	(6,077.99)
Expense Totals	19,063.06	83.37	18,979.69	194,640.79	193,000.00	100.85%	(1,640.79)

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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	13,764.00	21,250.00	(7,486.00)	351,288.00	255,000.00	137.76%	(96,288.00)
Revenue Totals	13,764.00	21,250.00	(7,486.00)	351,288.00	255,000.00	137.76%	(96,288.00)
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	11.36	833.37	(822.01)	941.08	10,000.00	9.41%	9,058.92
Revenue Totals	11.36	833.37	(822.01)	941.08	10,000.00	9.41%	9,058.92
Expense Summary							
Materials and Supplies	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00

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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	13.92	1,000.00	(986.08)	1,131.94	12,000.00	9.43%	10,868.06
Revenue Totals	13.92	1,000.00	(986.08)	1,131.94	12,000.00	9.43%	10,868.06
Expense Summary							
Materials and Supplies	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00

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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	1,584.56	0.00	1,584.56	20,565.83	0.00	0.00%	(20,565.83)
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	1,584.56	0.00	1,584.56	20,565.83	0.00	0.00%	(20,565.83)
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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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

City of Iowa Colony
Financial Statement
As of September 30, 2026

50 - Vehicle Replacement	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	29,025.00	0.00	0.00%	(29,025.00)
Interest	1,144.72	0.00	1,144.72	13,661.11	13,000.00	105.09%	(661.11)
Transfers-In	0.00	0.00	0.00	0.00	255,000.00	0.00%	255,000.00
Revenue Totals	1,144.72	0.00	1,144.72	42,686.11	268,000.00	15.93%	225,313.89
Expense Summary							
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlays	0.00	8,333.37	(8,333.37)	0.00	100,000.00	0.00%	100,000.00
Expense Totals	0.00	8,333.37	(8,333.37)	0.00	100,000.00	0.00%	100,000.00

City of Iowa Colony
Financial Statement
As of September 30, 2026

60 - Utility	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Licenses and Permits	20,261.00	171,585.00	(151,324.00)	1,757,314.00	2,675,000.00	65.69%	917,686.00
Service Accounts	1,035,076.02	167,400.00	867,676.02	5,121,896.04	5,186,200.00	98.76%	64,303.96
Franchise/ROW Fees	0.00	0.00	0.00	(26,334.00)	0.00	0.00%	26,334.00
Other Sources	0.00	0.00	0.00	35,068.60	85,000.00	41.26%	49,931.40
Interest	16,636.27	0.00	16,636.27	46,033.94	15,000.00	306.89%	(31,033.94)
Revenue Totals	1,071,973.29	338,985.00	732,988.29	6,933,978.58	7,961,200.00	87.10%	1,027,221.42
Expense Summary							
Personnel and Benefits	0.00	9,932.88	(9,932.88)	972.00	119,000.00	0.82%	118,028.00
Contracts and Agreements	411,182.54	300,081.24	111,101.30	3,437,237.99	3,611,200.00	95.18%	173,962.01
Materials and Supplies	7,163.78	31,638.60	(24,474.82)	147,431.77	378,000.00	39.00%	230,568.23
Specialized Services	75,587.50	209,779.62	(134,192.12)	1,774,195.96	2,516,000.00	70.52%	741,804.04
Capital Outlays	0.00	45,833.37	(45,833.37)	0.00	550,000.00	0.00%	550,000.00
Investments and Debt	0.00	27,916.63	(27,916.63)	0.00	335,000.00	0.00%	335,000.00
Expense Totals	493,933.82	625,182.34	(131,248.52)	5,359,837.72	7,509,200.00	71.38%	2,149,362.28

City of Iowa Colony
Financial Statement
As of September 30, 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	0.00	0.00	2,959.72	0.00	0.00%	(2,959.72)
Other Sources	0.00	0.00	0.00	0.00	27,600,000.00	0.00%	27,600,000.00
Transfers-In	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
Revenue Totals	0.00	0.00	0.00	2,959.72	27,700,000.00	0.01%	27,697,040.28
Expense Summary							
Investments and Debt	268,765.89	0.00	268,765.89	268,765.89	100,000.00	268.77%	(168,765.89)
Transfers-Out	0.00	0.00	0.00	0.00	670,000.00	0.00%	670,000.00
Expense Totals	268,765.89	0.00	268,765.89	268,765.89	770,000.00	34.90%	501,234.11

City of Iowa Colony
Financial Statement
As of September 30, 2026

62 - Series 2025 Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	25,544.94	0.00	25,544.94	792,642.02	0.00	0.00%	(792,642.02)
Other Sources	0.00	0.00	0.00	28,094,665.75	0.00	0.00%	(28,094,665.75)
Revenue Totals	25,544.94	0.00	25,544.94	28,887,307.77	0.00	0.00%	(28,887,307.77)
Expense Summary							
Contracts and Agreements	1,494,901.66	0.00	1,494,901.66	1,958,586.28	0.00	0.00%	(1,958,586.28)
Investments and Debt	0.00	0.00	0.00	819,501.39	0.00	0.00%	(819,501.39)
Expense Totals	1,494,901.66	0.00	1,494,901.66	2,778,087.67	0.00	0.00%	(2,778,087.67)

City of Iowa Colony
Financial Statement
As of September 30, 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	37,940.25	0.00	37,940.25	76,165.26	0.00	0.00%	(76,165.26)
Other Sources	1,398,255.16	0.00	1,398,255.16	14,032,198.25	0.00	0.00%	(14,032,198.25)
Revenue Totals	1,436,195.41	0.00	1,436,195.41	14,108,363.51	0.00	0.00%	(14,108,363.51)
Expense Summary							
Contracts and Agreements	10,968.75	0.00	10,968.75	683,964.75	0.00	0.00%	(683,964.75)
Expense Totals	10,968.75	0.00	10,968.75	683,964.75	0.00	0.00%	(683,964.75)

City of Iowa Colony
Financial Statement
As of September 30, 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	0.00	0.00	59,017.33	0.00	0.00%	(59,017.33)
Ad Valorem Taxes	84,178.43	214,120.12	(129,941.69)	4,161,136.01	2,569,441.00	161.95%	(1,591,695.01)
Other Sources	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers-In	0.00	0.00	0.00	479,378.40	0.00	0.00%	(479,378.40)
Revenue Totals	84,178.43	214,120.12	(129,941.69)	4,699,531.74	2,569,441.00	182.90%	(2,130,090.74)
Expense Summary							
Contracts and Agreements	25,253.53	2,500.11	22,753.42	1,416,047.93	35,000.00	4045.85%	(1,381,047.93)
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investments and Debt	727,302.01	149,884.07	577,417.94	3,154,620.47	1,798,608.95	175.39%	(1,356,011.52)
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	752,555.54	152,384.18	600,171.36	4,570,668.40	1,833,608.95	249.27%	(2,737,059.45)

City of Iowa Colony
Financial Statement
As of September 30, 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 September 30, 2026

72 - ICDA Debt Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Interest	10,598.21	0.00	10,598.21	71,904.37	0.00	0.00%	(71,904.37)
Other Sources	727,302.01	892,214.49	(164,912.48)	2,675,242.07	10,706,573.00	24.99%	8,031,330.93
Transfers-In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	737,900.22	892,214.49	(154,314.27)	2,747,146.44	10,706,573.00	25.66%	7,959,426.56
Expense Summary							
Materials and Supplies	0.00	907.49	(907.49)	30,621.45	10,890.21	281.18%	(19,731.24)
Investments and Debt	0.00	844,335.01	(844,335.01)	2,739,450.06	10,132,020.34	27.04%	7,392,570.28
Transfers-Out	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	845,242.50	(845,242.50)	2,770,071.51	10,142,910.55	27.31%	7,372,839.04

Si Environmental, LLC

City of Iowa Colony

Operations Report for the meeting held on October 19th, 2026.

Management Report Summary

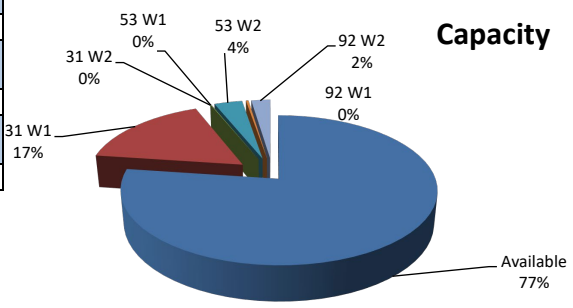
1. **Maintenance & Repairs:**
   - **Wastewater Treatment Plant**
     i. WWTP#1 – Vactor truck work to clean aeration basin and chlorine chamber for trains 3,4,& 5.
     ii. WWTP#1 – Purchased HTH for the facility.
     iii. WWTP#2 – Vactor truck work to clean wet well for onsite lift station.
     iv. WWTP#1 – Replaced CL2 detectors.
     v. WWTP#2 – Replaced non pot pump#2.
   - **Lift Station**
     i. LS#1 – Installed new low level floats for Lift Pump #1.
     ii. LS#5 – Vactor truck work to clean wet well.
     iii. LS#6 – Vactor truck work to clean wet well.
   - **Water Plant**
     i. WP#3 – Ordered and installed new injection kit and regulators for chlorine feed system.
   - **Water Distribution**
     i. In City – Excavation to relocate 7 meters outside are of sidewalk.
     ii. In City – Excavation to repair 3 leaking taplines.
     iii. In City Excavation to relace 4 leaking curbstops.
   - **Storm Sewer Collection**
     i. 2922 Coastal Sage – Reset and resealed storm manhole.
   - **Sanitary Sewer**
     i. 8835 New Jade Dr – Reset sanitary manhole to grade.

City of Iowa Colony
Production Report

SEPTEMBER 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	795	0	0	346	196	0	1,337	23.3%	198	BFB3	0	BC87
2	1,029	0	0	199	2	187	1,417	24.7%	168	BFB3	0	BC87
3	760	0	0	214	0	62	1,036	18.0%	423	BFB3	0	BC87
4	888	0	0	171	0	91	1,150	20.0%	400	BFB3	0	BC87
5	866	0	0	209	0	126	1,201	20.9%	400	BFB3	0	BC87
6	778	0	0	288	0	108	1,174	20.4%	400	BFB3	0	BC87
7	1,118	38	0	204	0	165	1,525	26.5%	400	BFB3	0	BC87
8	879	0	0	227	0	191	1,297	22.6%	288	BFB3	0	BC87
9	820	0	0	179	0	138	1,137	19.8%	331	BFB3	0	BC87
10	914	0	0	177	0	172	1,263	22.0%	281	BFB3	0	BC87
11	918	0	0	234	0	170	1,322	23.0%	244	BFB3	0	BC87
12	1,124	0	0	98	0	197	1,419	24.7%	244	BFB3	0	BC87
13	1,208	0	0	286	0	176	1,670	29.1%	244	BFB3	0	BC87
14	802	40	0	156	0	133	1,131	19.7%	194	BFB3	0	BC87
15	805	0	0	241	0	248	1,294	22.5%	138	BFB3	0	BC87
16	963	0	0	165	0	274	1,402	24.4%	217	BFB3	0	BC87
17	946	0	0	220	0	64	1,230	21.4%	217	BFB3	0	BC87
18	949	0	0	164	0	137	1,250	21.8%	217	BFB3	0	BC87
19	1,088	0	0	353	0	170	1,611	28.0%	217	BFB3	0	BC87
20	1,472	0	0	211	0	117	1,800	31.3%	217	BFB3	0	BC87
21	980	0	0	181	2	267	1,430	24.9%	156	BFB3	0	BC87
22	852	0	0	243	0	127	1,222	21.3%	215	BFB3	0	BC87
23	859	37	0	164	0	264	1,324	23.0%	283	BFB3	0	BC87
24	1,303	0	0	136	0	114	1,553	27.0%	165	BFB3	0	BC87
25	1,027	0	0	182	0	169	1,378	24.0%	311	BFB3	0	BC87
26	1,154	0	0	166	0	178	1,498	26.1%	311	BFB3	0	BC87
27	1,358	0	0	153	0	135	1,646	28.6%	312	BFB3	0	BC87
28	1,077	41	0	212	120	0	1,450	25.2%	151	BFB3	0	BC87
29	997	0	0	278	135	0	1,410	24.5%	182	BFB3	0	BC87
30	902	0	0	71	117	0	1,090	19.0%	138	BFB3	0	BC87
31	0	0	0	0	0	0	0	0.0%	0	BFB3	0	BC87
TOTAL:	**29,631**	**156**	**0**	**6,128**	**572**	**4,180**	**40,667**		**7,662**		**0**	

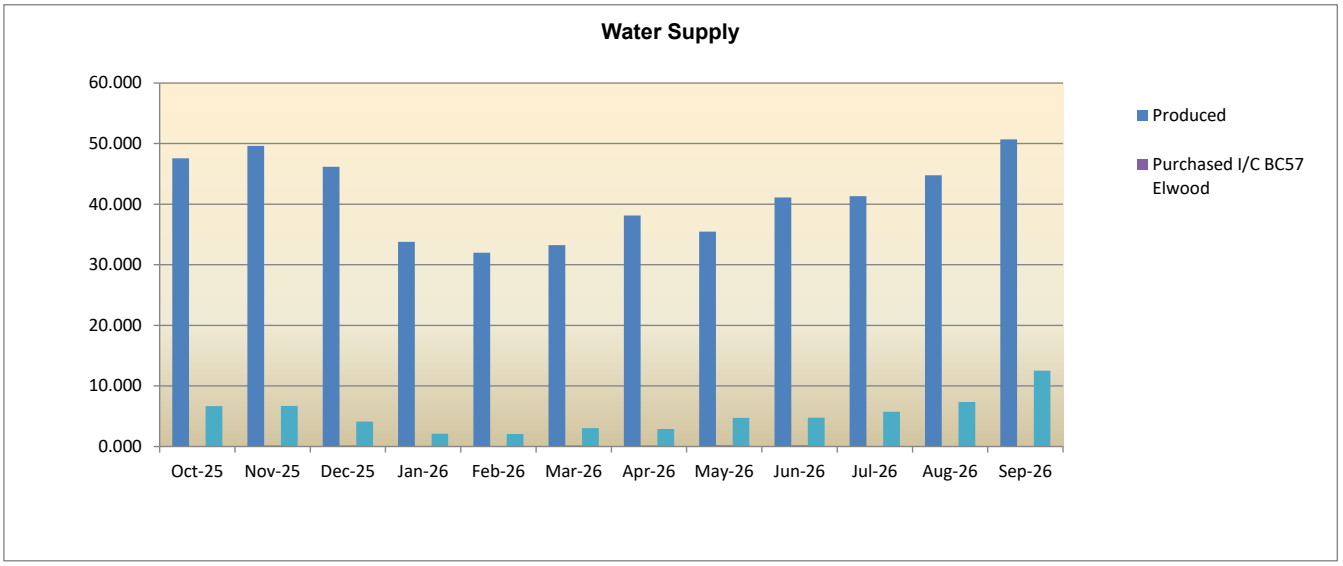
BC31 PERMIT	PERMIT TERM 2/1/26 - 1/31/27	GALLONS PUMPED	PERMIT USED	MONTHS AVAIL	MONTHS PROJ
325,000	**x 1,000 gallons**	217,840	67%	4	4
BC53 PERMIT	**PERMIT TERM 11/1/25 - 10/31/26**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
210,000	**x 1,000 gallons**	108,618	52%	1	10
BC92 PERMIT	**PERMIT TERM 7/1/26 - 6/30/27**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
30,000	**x 1,000 gallons**	12,239	41%	9	4

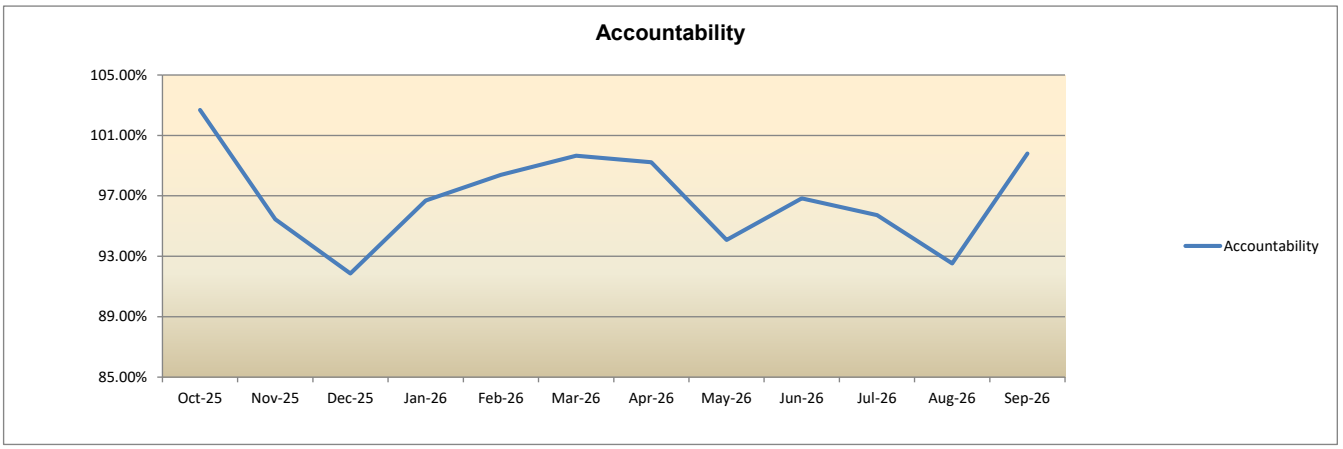
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	5/12/26	1257	1,810
BC31 2	5/12/26	621	851
BC53 1	6/1/26	548	789
BC53 2	6/1/26	592	852
BC92 1	7/8/26	498	717
BC92 2	7/8/26	505	727
TOTAL			**5,747**



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
09/9/25 - 10/07/25	47.578	0.058	6.669	54.305	53.969	1.633	0.162	102.69%	100.00%
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%





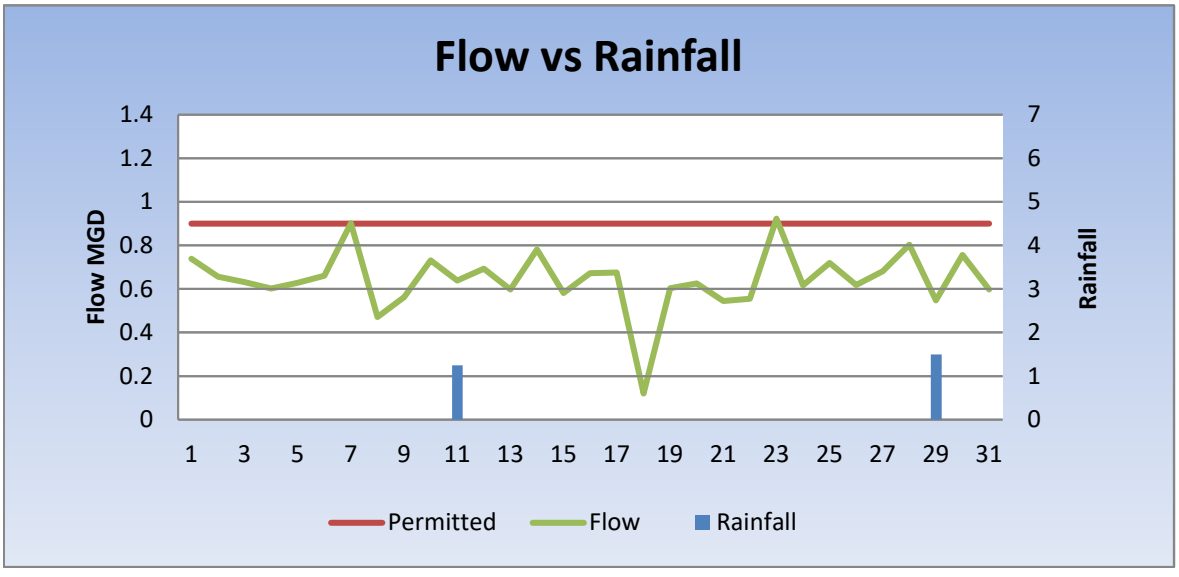
Wastewater Treatment Plant #1
BC31 Plant

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

Design: 0.900 MGD
Utilized 71.4%

PARAMETER		UNITS	PERMIT LIMITS	Aug-26 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	7.2	0
pH:	Min	S.U.	6.0	7.2	0
pH:	Max	S.U.	9.0	7.4	0
Total Suspended Solids:	Avg	lbs / day	113.0	13.9	0
Total Suspended Solids:	Avg	mg / l	15.0	2.8	0
Total Suspended Solids:	Max	mg / l	40.0	6.2	0
Ammonia:	Avg	lbs / day	23.0	1.3	0
Ammonia:	Avg	mg / l	3.0	0.3	0
Ammonia:	Max	mg / l	10.0	0.7	0
Flow:	Avg	M.G.D.	0.90	0.64	0
2-Hour Peak Flow:	Max	gpm	3.60	0.92	0
Chlorine:	Min	mg / l	1.0	1.6	0
Chlorine:	Max	mg / l	4.0	3.1	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	2.0	0
CBOD:	Avg	lbs / day	75.0	9.7	0
CBOD:	Avg	mg / l	10.0	2.0	0
CBOD:	Max	mg / l	22.0	2.1	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	2.75	SSO Gallons:	0



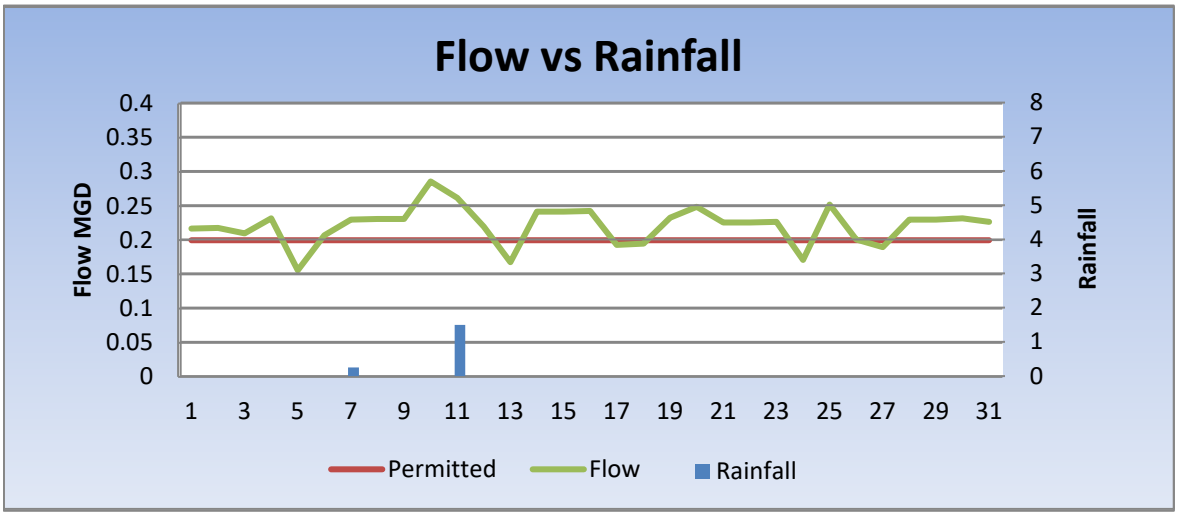
Wastewater Treatment Plant #2
BC53 Plant

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

Design: 0.200 MGD
Utilized 111.0%

PARAMETER		UNITS	PERMIT LIMITS	Aug-26 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	7.27	0
pH:	Min	S.U.	6.0	7.19	0
pH:	Max	S.U.	9.0	7.36	0
Total Suspended Solids:	Avg	lbs / day	25.0	15.60	0
Total Suspended Solids:	Avg	mg / l	15.0	9.20	0
Total Suspended Solids:	Max	mg / l	60.0	18.00	0
Ammonia:	Avg	lbs / day	5.0	0.17	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	0.222	1
2-Hour Peak Flow:	Max	gpm	0.800	0.286	0
Chlorine:	Min	mg / l	1.0	1.26	0
Chlorine:	Max	mg / l	4.0	2.80	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	3.50	0
CBOD:	Avg	mg / l	10.0	2.10	0
CBOD:	Max	mg / l	35.0	2.20	0

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



City of Iowa Colony
Customer Billing Report

	September 11, 2026	August 11, 2026	July 11, 2026
Beginning Date	8/28/2026	7/28/2026	6/26/2026
Closing Date	9/25/2026	8/27/2026	7/27/2026
Collected Amount			
*use intermediate recap			
Penalty	$ 9,440.44	$ 10,700.76	$ 10,909.03
Water	$ 206,445.40	$ 231,051.71	$ 203,259.40
Sewer	$ 117,425.29	$ 119,192.64	$ 115,127.95
Garbage Tax	$ 9,284.42	$ 9,656.50	$ 9,582.44
Garbage Collection Fees	$ 112,683.97	$ 116,322.06	$ 115,618.67
Franchise	$ 16,454.16	$ 18,100.75	$ 15,579.67
Voluntary Fire	$ 18,280.54	$ 18,791.85	$ 18,274.86
Grease Trap	$ 2,144.00	$ 2,680.00	$ 2,154.00
Deposit	$ 10,850.00	$ 12,225.00	$ 11,400.00
Transfer Fee	$ 4,802.36	$ 5,375.00	$ 4,930.00
Miscellaneous	$ 13,140.05	$ 19,189.83	$ 13,045.44
TOTAL COLLECTED	**$ 520,950.63**	**$ 563,286.10**	**$ 519,881.46**
OVERPAYMENT	**$ 15,763.35**	**$ 53,596.18**	**$ 12,621.16**
TOTAL COLLECTED	**$ 536,713.98**	**$ 616,882.28**	**$ 532,502.62**
Billed Amounts			
*use director's report			
Water	$ 292,729.08	$ 238,715.51	$ 230,087.40
Sewer	$ 125,356.26	$ 124,429.56	$ 122,440.15
Garbage Tax	$ 10,362.00	$ 10,280.60	$ 10,142.00
Garbage	$ 125,615.70	$ 124,628.91	$ 122,948.70
Franchise Fee	$ 20,846.51	$ 18,094.25	$ 17,570.94
Voluntary Fire	$ 26,532.00	$ 26,316.00	$ 25,980.00
Grease Trap	$ 2,546.00	$ 2,680.00	$ 2,546.00
Deposit	$ 10,250.00	$ 12,075.00	$ 15,150.00
Transfer Fee	$ 4,035.00	$ 5,190.00	$ 6,180.00
Miscellaneous	$ 1,300.00	$ 10,689.50	$ 1,200.00
TOTAL BILLED	**$ 619,572.55**	**$ 573,099.33**	**$ 554,245.19**
Aged Receivables			
*use director's report			
30 Days Arrears	$ 85,022.83	$ 82,797.69	$ 87,047.99
60 Days Arrears	$ 30,388.17	$ 25,103.02	$ 32,250.54
90 Days Arrears	$ 9,085.85	$ 11,068.89	$ 15,107.88
Over 120 Days Arrears	$ 85,384.87	$ 102,105.56	$ 100,223.12
Previous Month Overpymt	$ (24,028.54)	$ (35,261.24)	$ (14,958.13)
Total Aged Receivables	$ 185,853.18	$ 185,813.92	$ 219,671.40
Current Month Overpymt	$ (40,682.83)	$ (52,187.37)	$ (34,553.50)
TOTAL LESS OVERPYMT	$ 145,170.35	$ 133,626.55	$ 185,117.90
TOTAL RECEIVABLES	**$ 764,742.90**	**$ 706,725.88**	**$ 739,363.09**
Deposit Liabilities	**$ 461,770.00**	**$ 458,570.00**	**$ 454,595.00**
*use consumption report			
Average Usage For Meters	7,878	6,336	6,337

City Of Iowa Colony
Connection Report

September-26

	B031	B032	B053	B057	B087	B092	Totals
Occupied Single Family	2260	735	1288	23	304	60	4670
Vacant Single Family	32	11	19	0	4	1	67
Multi-Family	0	1	0	0	0	0	1
Commercial	7	16	4	0	2	0	29
Builder	50	45	38	40	22	129	324
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	**2404**	**852**	**1376**	**66**	**346**	**205**	**5249**

CITY OF IOWA COLONY CALL LOG

Sep-26				
COIC	CITY OF IOWA COLONY (115)		Account Final	26
COIC	CITY OF IOWA COLONY (115)		Account Set Up	64
COIC	CITY OF IOWA COLONY (115)		Garbage Inquiry	1
COIC	CITY OF IOWA COLONY (115)		New Service	117
COIC	CITY OF IOWA COLONY (115)		No Water	1
COIC	CITY OF IOWA COLONY (115)		Payment Related	224
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

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 _____ §

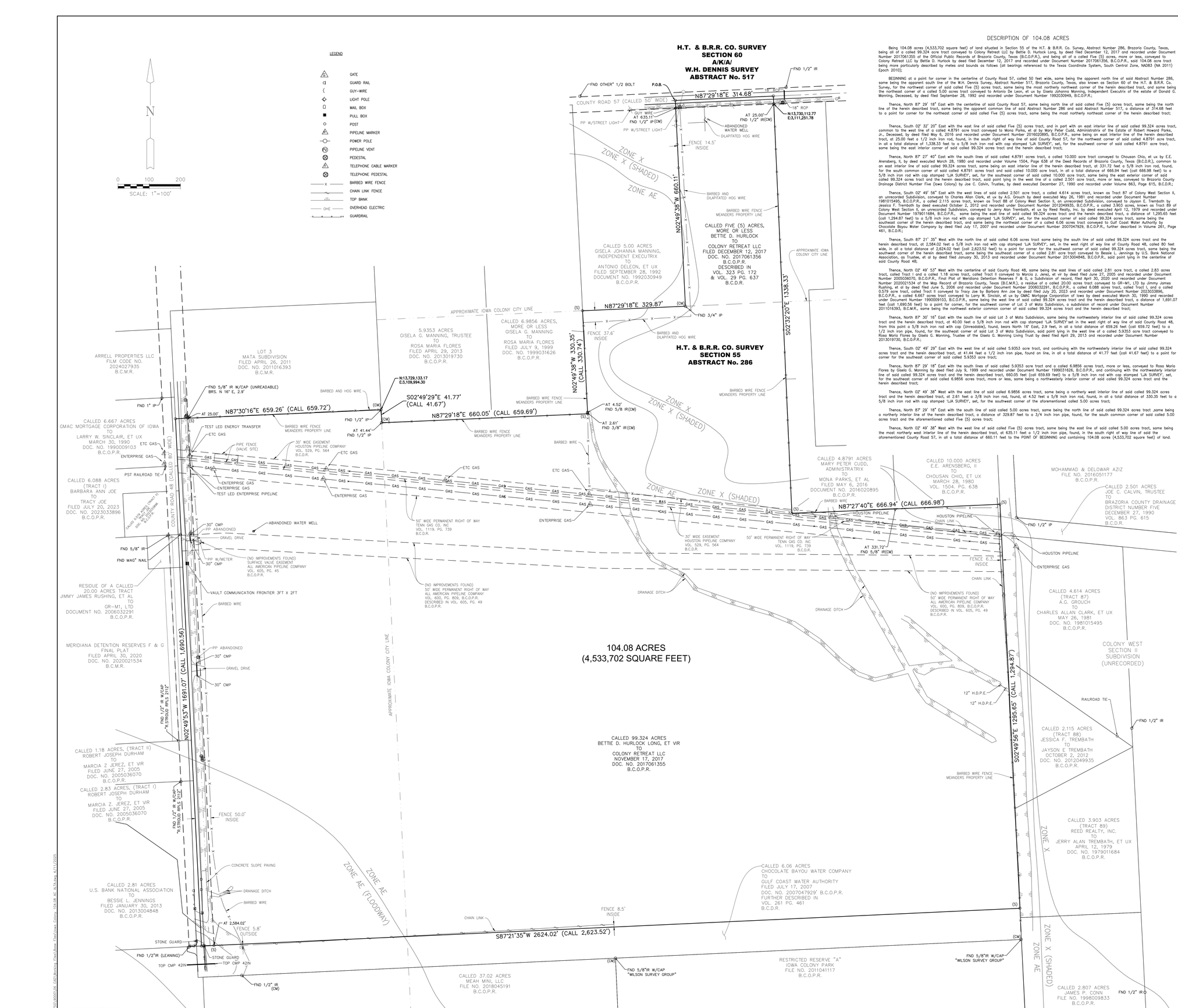
This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of Colony Retreat LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A

The Tract



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.R.P., 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;

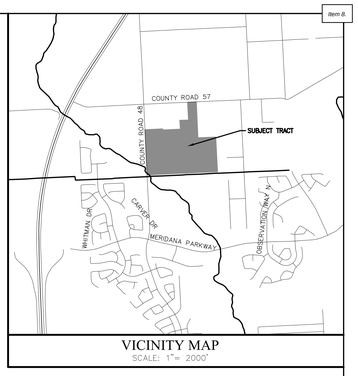
Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly 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.

VICINITY MAP



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. 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)

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

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

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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.

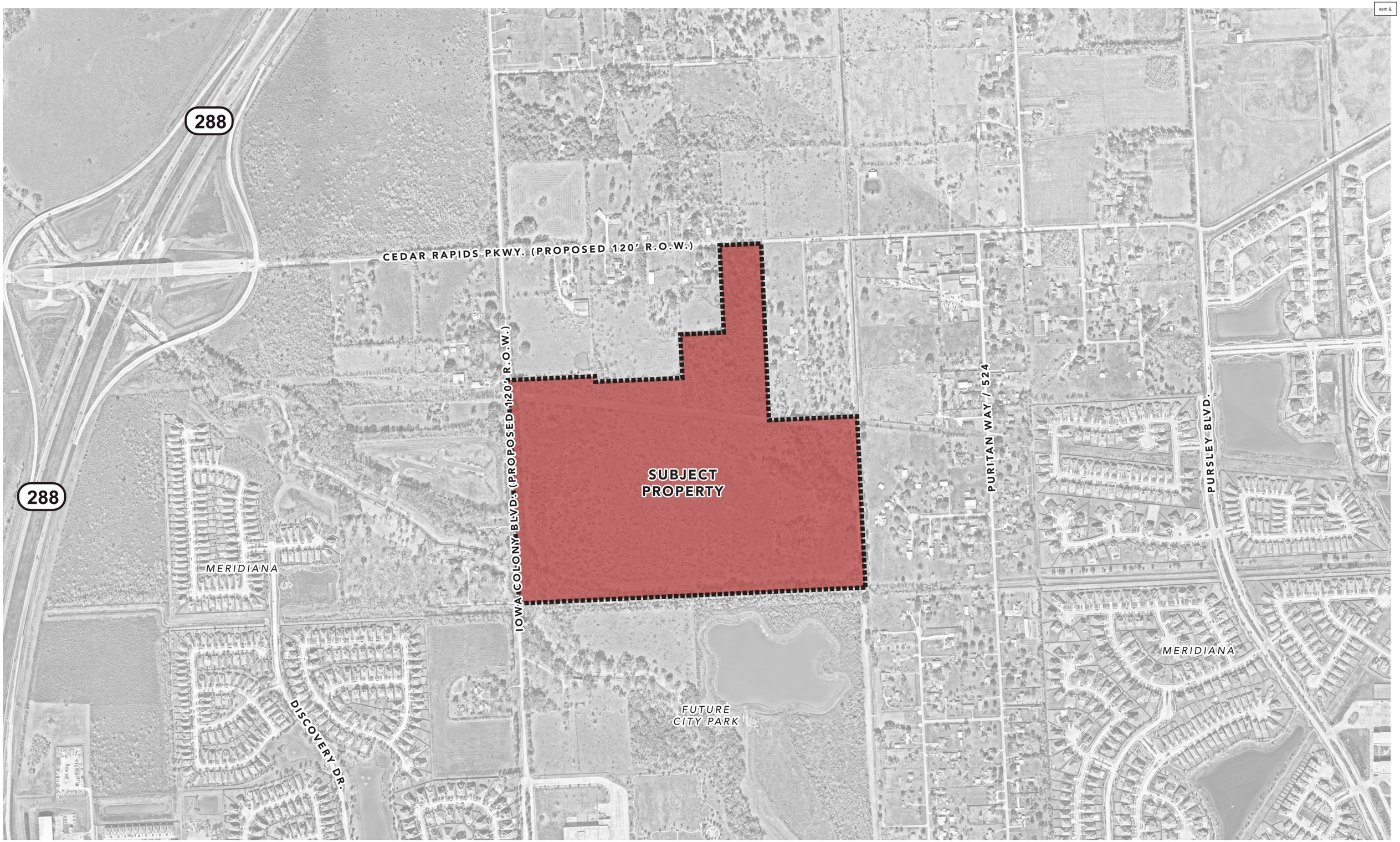
VII. VARIANCES

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

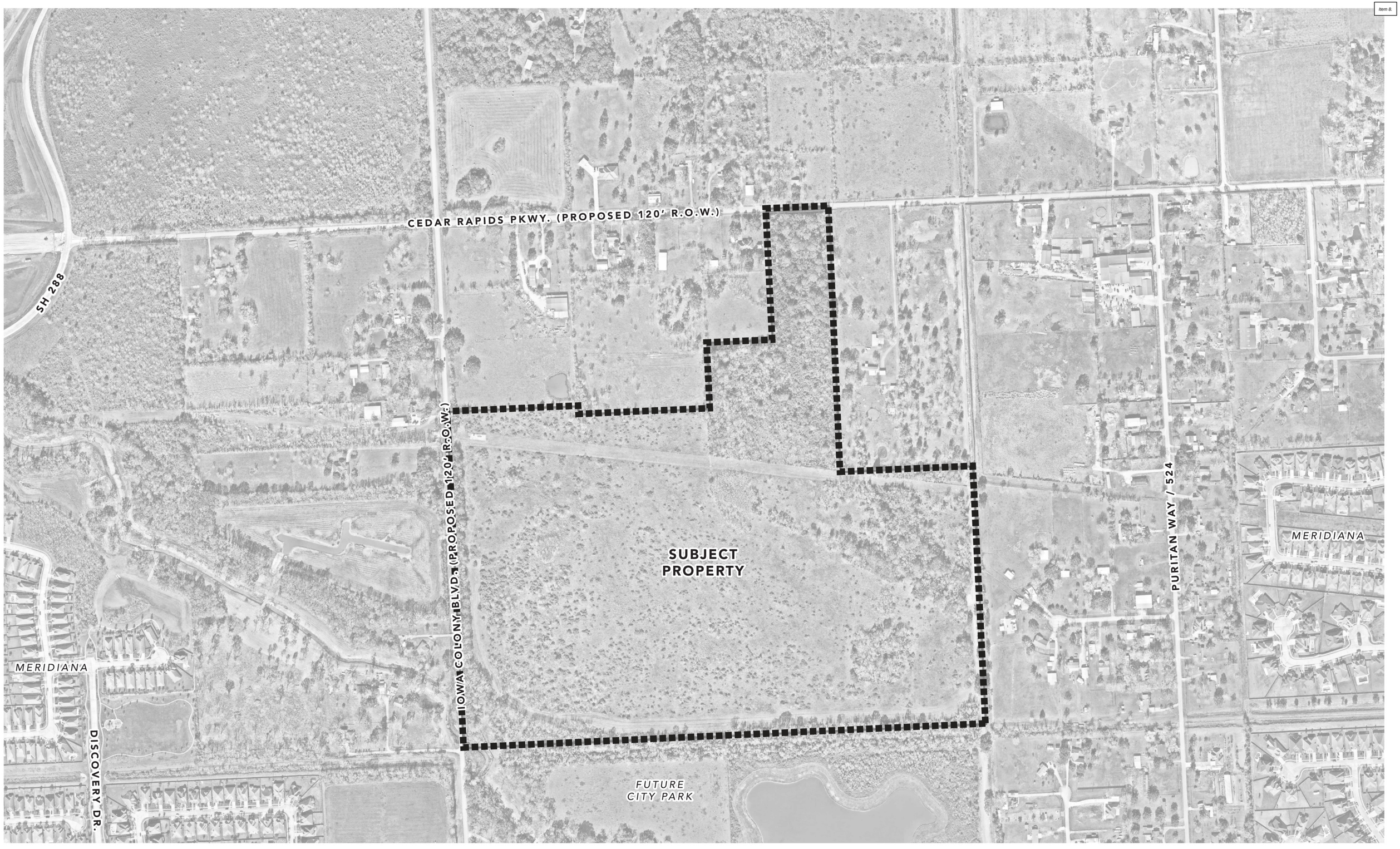
LOCATION: Iowa Colony, Texas CLIENT: Colony Retreat LLC DATE: December 04, 2025

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

N 0 150 300 600

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± 104.0 Ac. COLONY RETREAT - PROJECT AERIAL MAP

EXHIBIT B

N

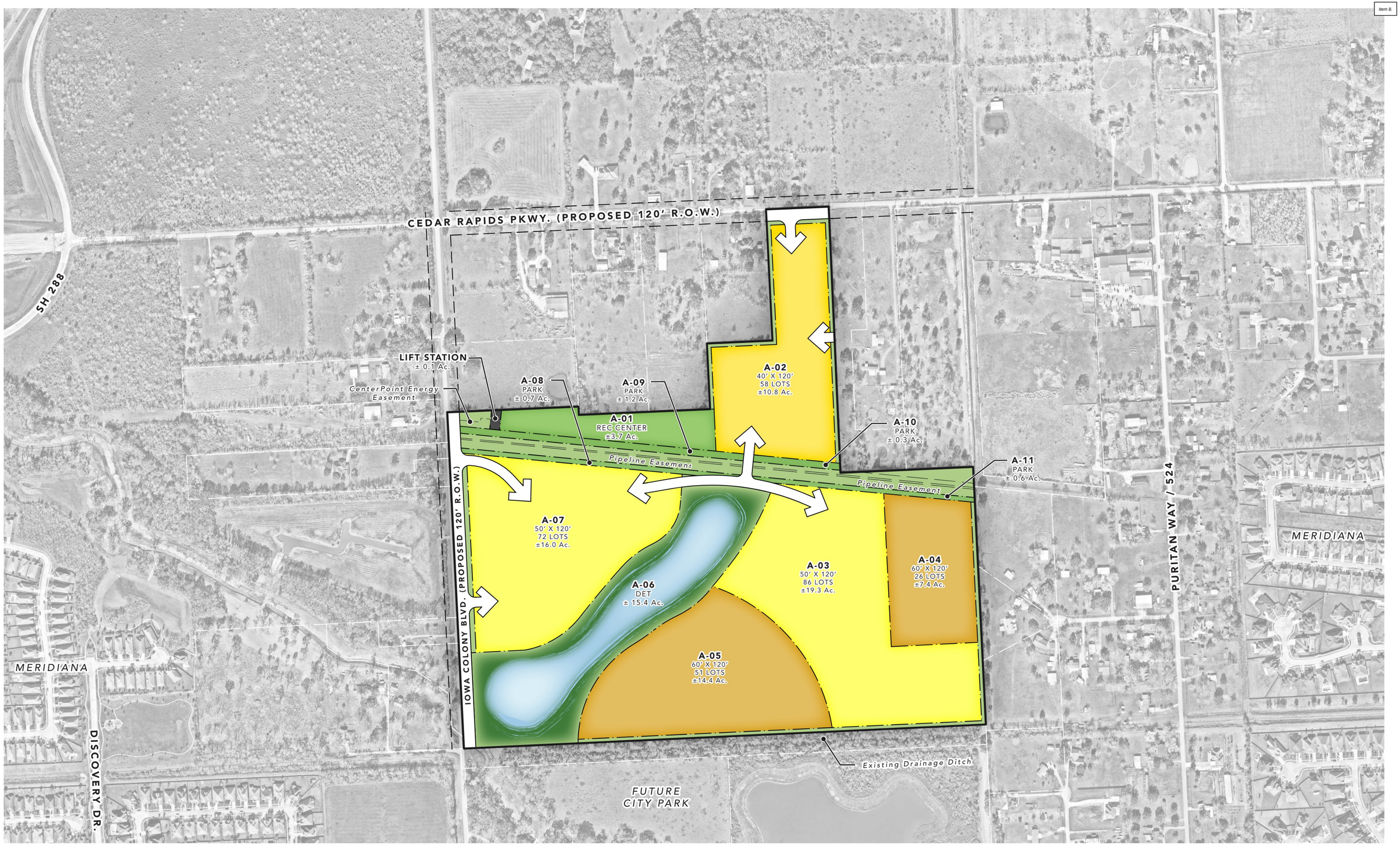
0 100 200 400

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

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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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 purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

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

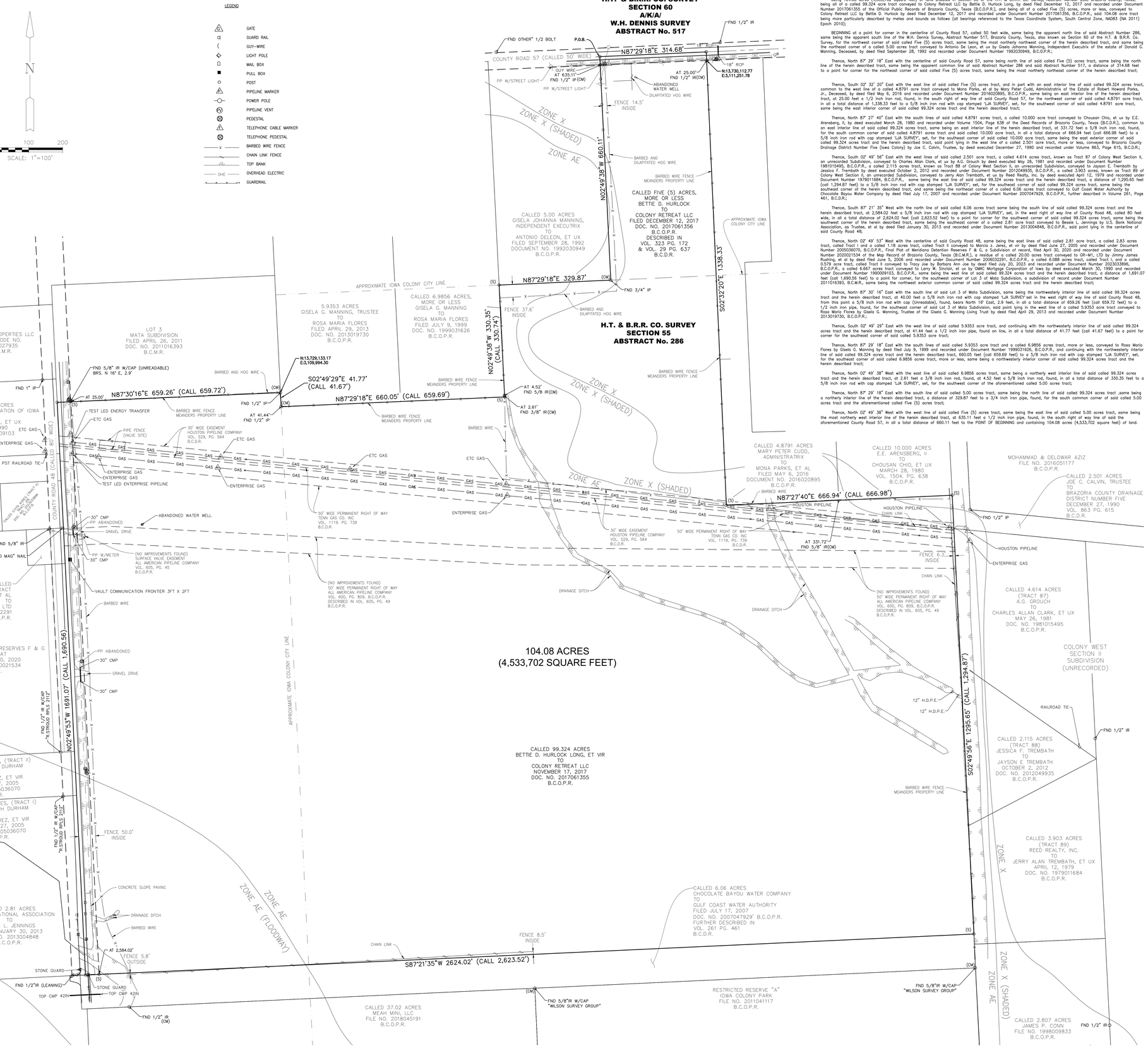
ATTEST:

_____

KAYLEEN ROSSER,

CITY SECRETARY

EXHIBIT A
PROPERTY DESCRIPTION



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.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, 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.

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. 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)

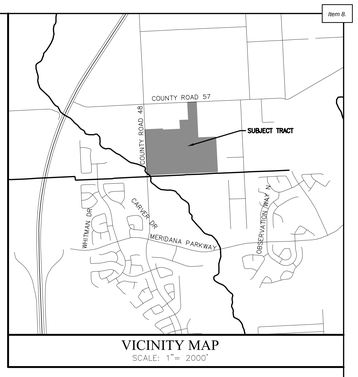
ITEM 10 (M.) OIL, GAS AND MINERAL LEASE, TOGETHER WITH ALL RIGHTS INCIDENT THERETO, RECORDED IN VOLUME 16, PAGE 255 OF THE LEASE RECORD; VOLUME 220, PAGE 354 AND VOLUME 1338, PAGE 804 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (AFFECTS SUBJECT TRACT AND IS BLANKET IN NATURE)

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\LJA5000\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

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'
18" RCP
COUNTY ROAD 57 (CALLED 50' WIDE)
GLY WIRE AT 635.11'
FND 1/2" IR(CM)
PP W/STREET LIGHT
AT 25.00'
FND 1/2" IR(CM)
N:13,730,112.77
E:3,111,251.78
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.
2024027935
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.
TEST LED ENERGY TRANSFER
ETC GAS
PIPE FENCE (VALVE SITE)
30' WIDE EASEMENT HOUSTON PIPELINE COMPANY VOL. 529, PG. 564 B.C.D.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.
PST RAILROAD TIE
COUNTY ROAD 48 (CALLED 80' WIDE)
CALLED 0.2674 ACRES (TRACT II) BARBARA ANN JOE TO TRACY JOE FILED JULY 20, 2023 DOC. NO. 2023033896 B.C.O.P.R.
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
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.
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.
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)
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
(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.
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.
ETC GAS
ENTERPRISE GAS
BARBED WIRE
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')
AT 331.72'
FND 5/8" IR(CM)
DRAINAGE DITCH
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.
HOUSTON PIPELINE
CHAIN LINK
FENCE 6.3' INSIDE
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.
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.
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

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 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.R.P., 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.P., 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;

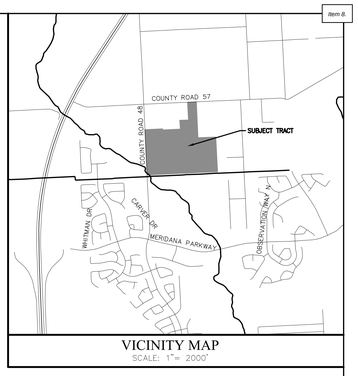
Thence, North 87° 29' 18" East with the south lines of said called 5.9353 acre tract and a called 6.9856 acres tract, more or less, conveyed to Rosa Maria Flores by Gisela G. Manning by deed filed July 9, 1999 and recorded under Document Number 1999031626, B.C.O.P.R., and continuing with the northwesterly 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.

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 0.9998671397. 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. 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)

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\LJA5000\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\a105 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

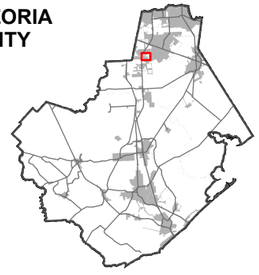
LEGEND

- 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
QUAKER CT
HUDSON ST
OBSERVATION WAY N
WRIGHT DR
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

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Path: T:\0004\Discovery Items\Discovery Projects\Colony Retreat Water, Sanitary Sewer Exhibit\Colony Retreat Utilities.aprx

CEDAR RAPIDS PKWY
288
CR 57
W COLONY LOOP
SLEY BLVD
PILGRAM CIR
PURITAN WAY
ARBOR PARK DR
ZUSE ST
ECKERT RD
BAY DR
PASTEUR LN
LISTER DR
DELTA DR
LAKE CT
DISCOVERY DR
WHITMAN DR
CARVER DR
JOYCE DR
HUBBLE DR
CASSINI DR
BENITO DR
EXPEDITION WAY
BROOK ST
IOWA COLONY BLVD
GLENN WAY
SHACKLETON CT
MERIDIANA PKWY
PENN AVE
QUAKER CT
HUDSON ST
OBSERVATION WAY N
SANGER WAY
WRIGHT DR
TESLA DR
SNELL WAY

Proposed 8" sanitary sewer extension

Point of Connection

Proposed 12" waterline extension

Exist. Sanitary sewer

Exist. Waterline

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: _____

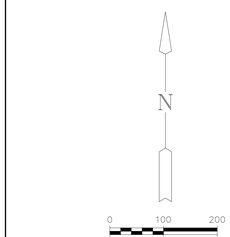
THE STATE OF TEXAS §
§
COUNTY OF _____ §

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



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

COUNTY ROAD 57 (CALLED 50' WIDE)

FND OTHER" 1/2 BOLT

P.O.B.

N87°29'18"E 314.68'

FND 1/2" IR

18" RCP

N:13,730,112.77
E:3,111,251.78

AT 25.00'
FND 1/2" IR(CM)

GUY WIRE
AT 635.11'
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 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.
2024027935
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')

TEST LED ENERGY TRANSFER

ETC GAS

PIPE FENCE (VALVE SITE)

30' WIDE EASEMENT
HOUSTON PIPELINE COMPANY
VOL. 529, PG. 564
B.C.D.R.

ENTERPRISE GAS

TEST LED ENTERPRISE PIPELINE

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.

CALLED 6.088 ACRES
(TRACT I)
BARBARA ANN JOE
TO
TRACY JOE
FILED JULY 20, 2023
DOC. NO. 2023033896
B.C.O.P.R.

PST RAILROAD TIE

COUNTY ROAD 48 (CALLED 80' WIDE)

CALLED 0.0574 ACRES (TRACT II)
BY: B.C.C.H.
DATED: 12/3/1986
VOL. 2127, PG. 0

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

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.

APPROXIMATE IOWA COLONY CITY LINE

ZONE AE (FLOODWAY)

ZONE AE

N02°49'38"W 330.35'
(CALL 330.74')

FND 1/2" IP
(CM)

AT 41.44'
FND 1/2" IP

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')

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)

BARBED WIRE

ETC GAS

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.

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

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')

(S)

(CM)

FND 5/8"IR W/CAP
"WILSON SURVEY GROUP"

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.

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.R.P., 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, 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;

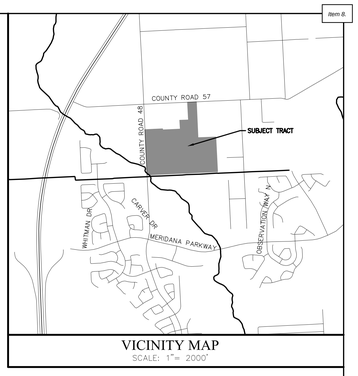
Thence, North 02° 49' 38" West with the west line of said called Five (5) acres tract, same being the east line of said called 5.00 acres tract, same being the most northerly west interior line of the herein described tract, at 635.11 feet a 1/2 inch iron pipe, found, in the south right of way line of 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.

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



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. 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)

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

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

SIERRA VISTA / STERLING LAKES ENTERTAINMENT DISTRICT

Date:	October 12, 2026
Prepared By:	Dinh Ho, P.E., City Engineer — ADICO Consulting Engineers, LLC
Project No.	710-00-002b-256
To:	Honorable Mayor and Members of City Council,
CC:	City Manager; City Secretary; Planning & Zoning Commission
Subject:	Recommendation for Approval with Conditions — Sierra Vista / Sterling Lakes Entertainment District Plan of Development

RECOMMENDATION

ADICO has reviewed the proposed Plan of Development (Exhibit B) for the Sierra Vista / Sterling Lakes Entertainment District and **recommends that City Council approve the Plan of Development, subject to the conditions listed in this memorandum**. The plan is generally consistent with the City's goals for the SH 288 corridor. It prohibits residential uses, raises architectural and landscape standards above the base MU District, and requires shared access along the SH 288 frontage road. Our conditions are limited to a small number of land uses that do not fit a gateway entertainment district.

BACKGROUND

The developer proposes a Planned Development (PD) amendment establishing an Entertainment District as the commercial “gateway” to the Sierra Vista / Sterling Lakes development. Key parameters of the submitted Exhibit B:

Item	Proposed
Area / location	83.45 acres west of SH 288, south of Cedar Rapids Parkway (CR 57), north of Meridiana Parkway (CR 56)
Base district	MU (Mixed Use); MU regulations govern where the PD is silent
Residential	Not permitted (multifamily, condominium, townhouse, single family)
Minimum open space	15% of the district
Lot standards	8,000 SF min. lot; 80 ft width; 100 ft depth
Setbacks	50 ft from SH 288; 25 ft other streets; 30 ft adjacent to residential
Lot coverage	65% buildings; 90% buildings + paving

Item	Proposed
Height	35 ft / 2 stories; up to 75 ft / 6 stories with fire protection, subject to Fire Marshal approval
Pedestrian	12 ft multi-use trail on one side of Karsten Blvd. in lieu of sidewalks on both sides
Signage	Building and monument signs only; otherwise per City Sign Ordinance (Ch. 30)

CONDITIONS OF APPROVAL — LAND USES

ADICO's review comments on Table 1.0, Permitted Uses, are carried forward as recommended conditions:

1. **Car Sales, New and Used.** Used car sales are permitted only together with new car sales as part of the same development (franchised new-car dealership with accessory used-car sales). Stand-alone used car lots are not permitted.
2. **Thrift Store or Donation Center.** Remove from the permitted use table.
3. **Storage, Mini-Warehouse.** Remove from the permitted use table, or permit only as a conditional/specific use approved by City Council.
4. **Fuel Sales.** Limit gasoline sales (Convenience Store with Fuel Sales and Grocery Store with Fuel Sales) to no more than one (1) facility within the district boundaries, subject to the Note 8 conditions.
5. **Open Space.** The 15% minimum open space was flagged during review. Also clarify the definition so that publicly accessible plazas are counted consistently and the percentage is measured district-wide.
6. **Base District Reference.** Replace “District MU” with the City's adopted district name, “MU (Mixed Use) District,” throughout.

CONDITIONS OF APPROVAL — ENGINEERING

7. **Multi-Use Trail (Section E).** The 12 ft trail on one side of Karsten Boulevard is acceptable instead of sidewalks on both sides if (a) it is designed to ADA/TAS standards with compliant crossings and ramps; (b) it connects to sidewalks on intersecting streets and to each reserve; (c) motorized use complies with state law and City ordinance; and (d) maintenance responsibility is assigned to the property owners' association on the plat.
8. **SH 288 Frontage Access.** Joint-use access easements must be dedicated by plat. All frontage-road driveways remain subject to TxDOT access management and permitting. Frontage road construction is required.
9. **Karsten Blvd.** - Complete the extension of Karsten Blvd. from Meridiana Parkway to Cedar Rapids Parkway.
10. **Drainage.** The 90% maximum impervious coverage does not change City or drainage district criteria. Detention and conveyance must be demonstrated with a drainage study at platting/site plan.

11. **Utilities.** Water and wastewater capacity must be confirmed by the serving utility before plat approval.
12. **Height Above 35 ft.** Buildings above 35 ft require Fire Marshal approval of fire protection systems and of fire apparatus access for the proposed height.

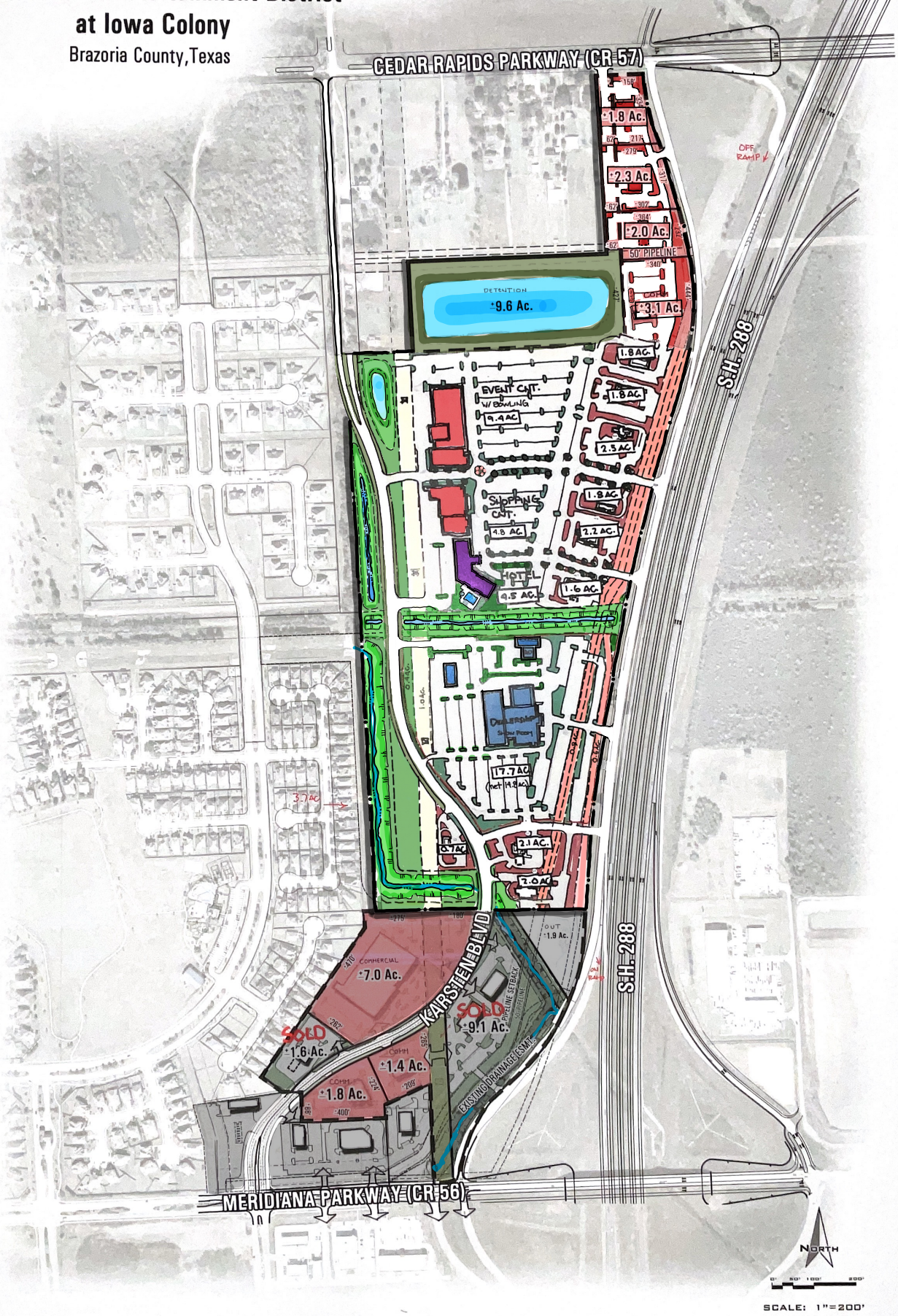


Dinh Ho, P.E.
City Engineer
ADICO, LLC
TBPE Firm No. 16423

Attachment: Exhibit B — Plan of Development

Crystal Center Entertainment District at Iowa Colony

Brazoria County, Texas



SCALE: 1"=200'

DATE: 7.23.2026

QUIDDITY ENGINEERING

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Sierra Vista / Sterling Lakes Entertainment District
Plan of Development

Overview

The proposed Sierra Vista Sterling Lakes Entertainment District is envisioned as the heart of the Sierra Vista / Sterling Lakes development and will be crafted to create a "gateway" into the City of Iowa Colony. The district is intended to permit an extensive variety of uses, built adjacent to and oriented to the proposed SH 288 frontage road.
The Entertainment District in Iowa Colony will be appropriately landscaped and will require development adhere to higher development performance standards listed below and in the Developer's land use covenants and design guidelines.

A. Contents.

- A. Contents
- B. General Provisions
- C Land Uses
- D. Development Regulations
- E. GreenboLT
- F. Building Regulations
- G. Landscape

B. General Provisions.

1. The PD approved herein will be constructed, developed, and maintained in compliance with this ordinance. If any provision or regulation of any City ordinance applicable in the District is not contained in the ordinance, all modifications to these regulations contained shall follow the UDC in effect on the effective date of this ordinance, except to the extent the City regulation or provision conflicts with a provision of this ordinance. The planning director may approve minor amendments to this PD or to the UDC requirements applicable to his project provided the design intent of the PD is being met.

2. Except as otherwise provided herein, the words used in this PD have the meaning established by the Development Code. In this ordinance:

   Open Space means the portion of all land contained within the Entertainment District that is the areas not covered by buildings, parking lots, driveways, improved pedestrian areas (outside of publicly accessible plazas), or other impermeable material.
   .

3. The following exhibits are attached to and made part of this PD amendment:

   Figure 1: *Location Map*
   Figure 2: *Jurisdiction Map*

4. As shown on Figure 1, *Location Map*, the PD encompasses 83.45 acres, west of SH 288, south of Cedar Rapids Parkway (CR 57) and north of Meridiana Parkway (CR 56).
5. Minimum Open Space: Fifteen percent (15%) of the Entertainment District shall be open space.

C. Land Uses.

1. Permitted land uses are listed below in Table 1.0: *Permitted Uses*. Any use that is not expressly listed below and cannot be reasonably categorized as falling within the definition or common English inter`pretation of listed use, may be considered by Iowa Colony City Council as a Conditional Use or Specific Use. When considering the suitability of an unlisted use, Iowa Colony City Council shall have regard to the permissibility of similar land uses, the vision and objectives of the District, the potential amenity impacts associated with the use and whether allowing the use (with or without special conditions) is in the public interest.

2. Permitted Uses: The following table presents the permitted uses within the Entertainment District. Residential uses including multifamily, condominium, townhouse and single family are not permitted. Certain land uses are permitted when developed under specific conditions as established in the Notes section of the Table 1.0: *Permitted Uses*.

Table 1.0 – Permitted Uses:

Land Uses Permitted	X=Permitted Use	Description		Notes
Public and Civil Land Uses				
Wedding Venue, Banquet/Event Center	X	A building, facility, room, or portion thereof, which is rented, leased or otherwise made available to any person or group for a private event function, that is not open to the general public, whether or not a fee is charged. This use also includes meeting halls for civic organizations or social groups. This definition does not include assembly facilities associated with and on the same campus as a Place of Worship.		
School, Vocational	X	Trade schools and commercial schools offering training or instruction in a trade, art, or occupation.		
Recreation and				

Entertainment				
Amusement and Recreational Services, Outdoor	X	A commercially operated enterprise offering entertainment or games of skill to the general public for a fee or charge, wherein any portion of the activity takes place outdoors, including, but not limited to, miniature golf course, amusement park, golf driving range, archery range, batting cages, go-cart track, sports field, and swimming pool/waterpark.		
Amusement and Recreational Services, Indoor	X	An amusement enterprise offering entertainment or games of skill to the general public for a fee or charge, wherein all portions of the activity takes place indoors, including, but not limited to: bowling alley, billiard/pool facility, miniature golf course, gun range/archery range, roller/ice skating rink, racquetball/handball club, indoor tennis courts/club, indoor swimming pool or scuba diving facility, video arcade, indoor trampoline park/bouncy park, fortune telling, card reading, illusionists, magicians and puzzle-solving games.		
Auditorium/ Indoor performance Venue	X	A building devoted to the showing of musical or live performances including rehearsal space.		
Membership Sports and Recreation Club	X	A public or private facility less than 10,000 sq.ft. operated to promote physical health and fitness. Activities may include exercise, physical therapy, training, and education pertaining to health and fitness. Uses or combinations of uses or facilities would typically include, but are not limited to, game courts, weight lifting and exercise equipment, aerobics, indoor swimming pools and spas, and running or jogging tracks. See Fitness Center, Outdoor Facilities & Activities (Accessory) for any outdoor facilities or activities.		
Movie Theater	X	A building or portion of a building devoted primarily to the showing of movies or motion pictures and including the sale of concessions to theater patrons.		

Medical Land Uses				
Medical, Dental, or Therapist Clinic/Office	X	Institution, public or private, in which the primary use is the provision of health care services to patients or clients. Such services may include medical, dental, psychiatric, psychological, chiropractic, acupuncture, massage therapy, mental health, physical and/or occupational therapy, and related medical services. This use includes out-patient health services not otherwise specified including dialysis centers, blood donations, IV infusion, and other non-surgical outpatient services.		
Emergency Rooms/Urgent Care Facilities	X	A stand-alone facility, outside of a hospital setting, that provides immediate or emergent medical treatment on a strictly outpatient basis. Patients are generally treated on a walk-in basis and services are not intended for long-term or overnight care.		
Hospital	X	An institution used or designed for the housing or treatment of sick or injured patients where they are given medical or surgical treatment intended to restore them to health, and that is licensed by the State of Texas. This includes any helipads required for emergency services.		
Optician Shop	X			
Motor Vehicle/Transportation				
Car Sales, New and Used	X	Sales of new and used automobiles, including accessory uses such as Car Sales, Used and Automobile Repair, Minor.		
Car Wash, Drive-Thru or Hand Wash	X	Washing, waxing or cleaning of automobiles or light duty trucks where the owner of the vehicle does not actually wash the vehicle. The owner either leaves the vehicle or comes back to retrieve it later, or the owner waits in a designated area while employees of the car wash facility vacuum, wash, dry, wax and/or detail the vehicle for a fee.		
Recreational Vehicle Sales and Rental	X	A business establishment that provides for the renting of recreational vehicles on		

		a short-term basis. This may also involve the incidental storage of the vehicles being rented.		
Other Automotive Sales	X	Sales of other new and used automotive vehicles not specifically defined, such as motorcycles, scooters, golf carts, utility trailers, and other similar products completely enclosed within the primary structure.		
Auto Repair and Services	X	Minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tune-ups; muffler repair, emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; window tinting; inspection services, diagnostics; and other similar minor services for motor vehicles except heavy load vehicles. May include the retail sale of auto parts		
Professional Services				
Bank, Savings and Loan Association, Financial Institution	X	A banking establishment with or without drive-thru facilities, open to the public, for the deposit, custody, loan, exchange or issue of money, the extension of credit, and facilitating the transmission of funds. Excludes pawnshops, check cashing businesses, payday advance/loan businesses, car title loan businesses and bail bonds.		Note 2
Office, Business	X	An establishment for the provision of executive, management, or administrative services. Examples may include offices of accountants, engineers, bookkeepers, attorneys, insurance, consultants.		
Commercial, Retail, Personal Services				
Personal Services	X	An establishment engaged in the provision of informational, instructional,		

		personal improvement, personal care, small household repairs, and similar services such as portrait and photography studios, art and music schools, print shops, art or hobby instruction, salons, barber shops, household good repair, tailor/alteration shops, and small single cylinder engine repairs.		
Retail Sales	X	A retail establishment that sells household goods including furniture, décor, pharmacy, appliances, and other home improvement supplies.		
Shopping Center	X	A complex where multiple businesses are located, characterized by shared common elements such as parking, sidewalks, and street access.		
Thrift Store or Donation Center	X	An establishment primarily engaged in selling or receiving used merchandise that has been obtained through bulk-purchases or donated merchandise. Receipt of donations must occur within an enclosed building.		
Bakery, Retail Confectionery	X			Note 3
Catering Service	X			
Convenience Store, without Fuel Sales	X			
Convenience Store, with Fuel Sales	X			Note 1 and 8
Department Store	X			Note 4
Farmers' Market, Outdoor	X			
Grocery Store	X			
Grocery Store, with Fuel Sales	X			Note 8
Hotel	X	A hotel with guest rooms offered at nightly rates only.		Note 9
Laundry, Dry Cleaning Pickup & Receiving Station	X	An establishment that accepts clothing to be laundered, dry cleaned, dyed, or pressed. Laundering and pressing is permitted on site. Dry cleaning, dyeing, and other processes involving the use of solvents are prohibited on-site.		Note 5
Liquor Store, Packaging Sales	X	A retail establishment primarily engaged in selling beer, wine, and other alcoholic		

		beverages. Establishments may specialize in a particular type of alcoholic beverage.		
Meat Market (includes Seafood)	X			
Office Supply Store	X			
Pharmacy	X			
Restaurant	X	An establishment that prepares and sells food and beverages for immediate consumption, including cafes, coffee shops, sandwich shops, ice cream parlors, take-out, and similar uses.		
Restaurant, Drive-in/Drive-thru	X	An establishment that prepares and sells food and beverages for immediate consumption, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food, take-out, and similar uses, that has one or more drive-through lanes or drive-in spaces for ordering and dispensing food and beverages to patrons remaining in their vehicles.		
Supply Rental	X	An establishment engaged in the rental and leasing of event furniture, linens, cutlery, machines, vending and entertainment machines, office machines, electronic equipment and other items for rent that are stored completely enclosed within the structure.		
Tanning Studio	X			
Tavern, Bars & Nightclubs	X	A facility that derives more than fifty percent (50) percent of its revenue from the sale of alcohol beverages for consumption on the premises where the same are sold.		Note 6
Wine Bar	X	An establishment primarily engaged in selling wine for consumption on and off the premises and which possesses a Wine and Malt Beverage Retailer's Permit (BG) from the state of Texas.		
Storage, mini warehouse	X	A facility with enclosed storage space, divided into separate compartments, that is provided for use by individuals or businesses in exchange for the payment of rent.		
Art & Craft Production	X			
Craft Brewery, Distillery or Winery	X	X		Note 7

Accessory Use				
Accessory Building	X	X		Note 10

Notes: Uses within the PD must be developed in compliance with the following conditions:

1. Convenience store with gasoline sales is limited to only (1) one location within the District. Additional uses that include gasoline sales as a secondary use, like grocery store and drive-thru car wash will be permitted.

2. Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code).

3. Subject to a maximum of 10,000 square feet gross leasable area per establishment.

4. Subject to a maximum of 35,000 square feet of gross leasable area per establishment.

5. For Laundry, Dry Cleaning Pickup & Receiving Station, rear doors must be screened by masonry screening walls that are a minimum 6 feet in height.

6. Conditions for Tavern, Bars & Nightclubs - Drinking Places other than Micro-Brewery or BrewPub):
   (a) Use not permitted within 300 feet of any Single-Family Lot Line.
   (b) No Drinking Place shall be greater than 12,500 square feet per establishment.

7. Conditions for Micro-Brewery, Brewpub:
   (a) Use not permitted within 300 feet of any existing Single Family Lot Line.
   (b) No Micro-Brewery or Brewpub shall be greater than 15,000 square feet per establishment.

8. Conditions for Gasoline Sales:
   (a) Recessed lighting under the pump station canopy and in fixtures throughout the site.
   (b) There shall be no outdoor speakers, except those required by law at pump stations.

(c) Fueling canopy columns shall be 100% of the following two materials: brick and/or stone.
(d) Canopy roofs over the pump dispensers shall have a pitched roof.
(e) Minimum landscaping buffering to include:
    i. Hedges of at least three feet in height at time of planting screening the entire parking lot perimeter.
    ii. Trees of at least three inches in diameter and eight feet in height at the time of planting for every 50 feet of parking lot perimeter, except street trees.

9. Conditions for Hotel:
    a. Entrance through exterior doors must be secured and accessible only to guests and employees.
    b. Hotel management must be on-site 24 hours each day.
    (d) Prohibit overnight parking of trucks with more than two axles and recreational vehicles in the hotel's parking lot and parking garage, erect signs in compliance with Chapter 2308 of the Texas Occupations Code stating those vehicles will be towed from the hotel property.
    (e) Delivery service areas must be screened from the view of any right-of-way or residential area by masonry walls.
10. Accessory uses, include uses which are subordinate to and incidental to the principal uses, including:

i. Private garage;
ii. Swimming pool;
iii. Cabana, pavilion or roofed area;
iv. Meeting, party and/or social rooms; and
v. Tennis courts and other recreational facilities, as an accessory to the principal use.
vi. Paved automobile parking lots incidental to the principal use

D. **Development Regulations** – Land within the boundaries of the Entertainment District, as shown on Exhibit A *General Development Plan-Entertainment District*, shall be developed in accordance with the following development regulations:

a.	The minimum lot area	8,000 square feet
b.	The minimum lot width	80 feet
c.	The minimum lot depth	100 feet
d.	The minimum front yard setback	50 feet from State Highway 288, 25 feet from any other public or private street.
e.	The minimum rear yard setback	30 feet if adjacent to any Residential Zone
f.	The minimum side yard setback	50 feet from State Highway 288, 25 feet from any other public street, 30 feet if adjacent to any Residential Zone.
g.	The minimum distance between detached structures	12 feet (subject to fire Marshall approval)
h.	The maximum lot coverage by structures	65 percent
i.	The maximum lot coverage by structures, driveways and parking	90 percent
j.	The Maximum height is restricted to a maximum of two (2) stores, but in no case more than 35 feet unless fire protection is provided above that height, in which case the maximum height shall be:	75 feet or 6 stories (see k.) (subject to fire Marshall approval)

k. Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:

- Chimneys,
- Ornamental tower spires,
- Cooling towers,
- Elevator bulkheads,
- Roof gables,
- Parapet walls, and
- Mechanical equipment.

l. Parking requirements. All development within the Entertainment District will meet or exceed the minimum parking requirements specified in the City's Zoning Ordinance. In calculating the required number of parking spaces for each land use, the City Engineer may give credit for shared parking utilizing the Shared Parking criteria published by the Urban Land Institute.

m. Landscape requirements. All development within the Entertainment District will exceed the minimum landscape requirements specified in the City's Zoning Ordinance and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants.

n. Open Space. The Entertainment District will be provided for open space. Pipeline easements, drainage easements and other areas not included as open space or suitable for development will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the owner associations and will not become a potential "no-mans" land.

o. Freeway Frontage Road Access. Driveways to State Highway 288 shall be required to provide a joint use private access easement between adjacent tracts fronting the freeway to minimize the total number of access points along the freeway and to facilitate traffic flow between the tracts.

p. Signage. Excluding project entry signs identifying the Sterling Lakes Development, tracts in Entertainment District are limited to building signs and monument signs and must otherwise comply with the City's Sign Ordinance.

E. GreenboLT and Pedestrian Circulation Regulations –In lieu of sidewalks required by the City's current regulations, a 12' wide multi-use trail for use by electric (only) golf carts and other vehicles, like scooters, Segway scooters, etc. may be provided along one side only of Karsten Boulevard in lieu of the standard sidewalks on both sides of the street.

F. Building Regulations – Buildings within the Entertainment District shall be developed in accordance with the following regulations:

1. Building façade design criteria:

   (a) Building facades shall include offsets, or changes in building materials, colors and textures, or other methods to break up the horizontal and vertical building planes.
   (b) Building facades shall incorporate architectural details that create shade and cast shadows to provide visual relief.
   (c) Facades greater than 100 feet in length that face Karsten Boulevard, Cedar Rapids Parkway or Meridiana Parkway shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade.
   (d) No uninterrupted length of a façade shall exceed 100 feet.

2. Building façade finishes:

   (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), stucco and glass.

(b) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and fiber cement siding.
(c) Primary Finishes shall comprise at least 70% of each facade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish. No single primary building finish material shall cover more than 80% of the front of any building.
(d) Secondary Finishes shall comprise no more than 30% of the façade for any building.
(e) Use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work.
(f) The following building materials shall not be used for a Primary or Secondary Finish:
    (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels.
    (ii) Unfired or underfired clay, sand, or shale brick.
    (iii) Smooth or untextured concrete surfaces.

3. Building façade features:
    (a) Canopies shall be provided at all building entrances facing Karsten Boulevard, Cedar Rapids Parkway or Meridiana Parkway. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
    (b) The front façade (the side of the building facing the street or internal access easement) of the first floor of a retail building, shall be at least 60% transparent to permit visibility between the building occupants and outdoor pedestrians and motor vehicle drivers.
    (c) Ground floor façades for retail buildings that face Karsten Boulevard, Cedar Rapids Parkway or Meridiana Parkway shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.

4. All façades of an individual building and the façades of multiple buildings within a single reserve shall be of similar architectural design, color and materials where facing or siding to a public or private street or pedestrian walkway.

5. Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.

6. Building canopies:
    (a) Canopies shall be provided at all street facing building entrances intended for pedestrians.
    (b) Canopies may be structural extensions of the building or constructed of fabric attached to the building.
    (c) An individual canopy shall cover a ground area of at least 20 square feet.

7. Service and Equipment Areas, as shown on below.

(a) Service and Equipment Areas must be oriented toward service drives and away from the public right-of-way unless adequately screened.
(b) Service and Equipment Areas must be visually and acoustically screened from public streets, pedestrian gathering areas, and within 50 feet of building entrances.
(c) Screening shall consist of wing walls, landscape screens, changes in building orientation, and/or other architectural elements that provide sufficient barrier.
(d) Screening shall extend a minimum of 12 inches above the object being screened.
(e) Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.


VISUAL BARRIER


LANDSCAPE SCREENING


BLENDED INTO FACADE MATERIALS

8. Mechanical and Utility Equipment

(a) Mechanical and Utility equipment must be placed in the most inconspicuous location possible.
(b) Mechanical and Utility equipment shall be located internally within rear access drives and alongside rear-facing facades not consistent with the primary building façade or pedestrian access points.
(c) Ground-mounted mechanical equipment must be hidden from public view or screened with architecturally integral wing walls and/or landscape planting, or another acceptable screening device.
(d) Where building mounted utility equipment cannot be placed behind screens or other barriers and is visible from the public right-of-way, it must be treated such that it blends into the context of the adjacent façade materials.

9. Utility boxes taller than 2 feet may not be placed in an intersection clear vision area or interfere with the use of streets, sidewalks or other pedestrian or vehicular paths

G. Landscape. All development within the Entertainment District will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code, Section 3.3.1 Screening, and shall meet the landscape requirements specified

in the developer's commercial deed restrictions and development covenants except as listed below.

1. Plant List

Trees:

- Little Gem – Magnolia grandiflora 'Little Gem' (Evergreen)
- Vitex – Vitex agnus-castus
- Pindo Palm- Butia capitata
- European Fan Palm- Chamaerops humilis cerifera
- Chinese Fan Palm- Livistona chinensis
- Mazari Palm- Nannorrhops ritchiana
- Canary Island Date Palm- Phoenix canariensis
- Medjool Date Palm- Phoenix dactylifera 'Medjool'
- Sylvester Palm- Phoenix sylvestris
- Texas Sabal Palm- Sabal texana
- California Fan Palm- Washingtonia filifera
- Washingtonia Palm- Washingtonia robusta
- Eagleston Holly- Ilex x attenuate 'Eagleston'
- Crape Myrtle - Red- Lagerstroemia x 'Arapaho'
- Crape Myrtle – Pink- Lagerstroemia x 'Sioux'
-

Shrubs/Groundcovers:

- Coppertone Loquat – Eriobotrya japonica 'Coppertone' (Evergreen)
- Morning Light Miscanthus – Miscanthus sinensis 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush – Callistemon citrinus 'Little John' (Evergreen)
- Variegated Flax Lily – Dianella tasmanica 'Variegata' (Evergreen)
- Mexican Feather Grass – Nassella tenuissima (Herbaceous)
- New Gold Lantana – Lantana x hybrid 'New Gold' (Evergreen)
- Liriope – Liriope muscari (Evergreen)
- Gulf Muhly Grass - Muhlenbergia capillaris
- Drift Rose (Apricot) – Rosa 'Meimirrot'
- Dwarf Firebush – Hamelia patens
- Summer Wisteria – Indigofera decora
- Hameln Grass – Pennisetumalopecuroides 'Hameln'
- Sandy Leaf Fig – Ficus tikoua
- Purple Trailing Verbena – Verbena canadensis 'Homestead Purple'
- Snow-N-Summer Jasmine – Trachelospermum asiaticum 'Snow-N-Summer'
- Green Mound Juniper – Juniperus procumben 'Green Mound'
- Bicolor Iris – Dietes Bicolor (Evergreen)
- Foxtail Fern – Asparagus meyeri (Evergreen)
- Japanese Blueberry – Elaeocarpus decipiens (Evergreen)
- Dwarf Palmetto- Sabal minor
- Shell Ginger- Alpinia Zerumbet 'Variegata'

- Bat Faced Cuphea- Cuphea llavea
- Canna Lily- Canna indica
- Yellow Iris- Iris pseudacorus
- Knockout Rose- Roba ‘Radrazz’
- Double Red Knockout Rose- Rosa x ‘Knockout’ TM
- Variegated Asian Jasmine- Asiatic jasmine
- Geyser Pink Gaura- Gaura lindheimeri ‘Geyser Pink’
- Geyser White Gaura- Gaura lindheimeri ‘Geyser White’
- Super Green Giant Liriope- Liriope muscari ‘Super Green Giant’
- Yellow-tip Ligustrum- Ligustrum howardii
- Sweet Viburnum - Viburnum odoratissimum
- Kaleidoscope Abelia- Abelia x grandiflora ‘Kaleidoscope’
- Rose Creek Abelia- Abelia x grandiflora ‘Rose Creek’
- Dwarf Schilling’s Holly- Ilex vomitoria ‘Schilling’s Dwarf’
- Lindheimer’s Muhly- Muhlenbergia lindheimeri
- Dwarf Nandina- Nandina domestica
- Switch Grass- Panicum virgatum ‘Shenandoah’
- Spring Bouquet Laurestinus- Viburnum tinus ‘Spring Bouquet’
- Sand Cord Grass- Spartina bakeri
- Variegated Confederate Jasmine- Trachelospermum jasminoides ‘Variegatum’

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, APPROVING AN AMENDMENT TO THE SIERRA VISTA/ STERLING LAKES PLAN OF DEVELOPMENT ESTABLISHING AN ENTERTAINMENT DISTRICT; WITH RELATED PROVISIONS

WHEREAS, the City of Iowa Colony, Texas, has received a proposed amendment to the Sierra Vista/Sterling Lakes Plan of Development establishing an Entertainment District encompassing approximately 83.45 acres along State Highway 288; and

WHEREAS, the City Council desires to approve the proposed Plan of Development, attached hereto and incorporated herein by reference, subject to the conditions;

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

SECTION 1. That the amendment to the Sierra Vista / Sterling Lakes Plan of Development establishing an Entertainment District is hereby approved, subject to the City conditions regarding permitted land uses, fuel sales, open space, zoning references, pedestrian facilities, roadway access and improvements, drainage, utility capacity, and fire protection, as set forth as attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect immediately upon its passage.

SECTION 3. 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, APPROVING A ROADWAY FUNDING AND COMMERCIAL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS, AND LAND TEJAS STERLING LAKES SOUTH, LLC, RELATING TO THE CONSTRUCTION AND FUNDING OF A PORTION OF THE STATE HIGHWAY 288 SOUTHBOUND FRONTAGE ROAD; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Iowa Colony, Texas (the "City"), is a home-rule municipality located in Brazoria County, Texas; and

WHEREAS, the City and Land Tejas Sterling Lakes South, LLC ("Land Tejas") desire to enter into a Roadway Funding and Commercial Development Agreement (the "Agreement") concerning the funding and construction of a portion of the State Highway 288 southbound frontage road between County Road 56 and County Road 57 (the "Road Project"); and

WHEREAS, the Road Project involves coordination with the Texas Department of Transportation ("TxDOT") pursuant to an Advance Funding Agreement; and

WHEREAS, the Agreement establishes the respective rights and obligations of the City and Land Tejas concerning the Road Project, including project funding, construction-related responsibilities, and certain commercial development provisions; and

WHEREAS, the City Council finds that approval of the Agreement will promote transportation improvements and orderly development within the City and serve a valid public purpose;

NOW, THEREFORE, BE IT HEREBY 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 as if fully set forth.

SECTION 2. The City Council hereby approves the Roadway Funding and Commercial Development Agreement between the City of Iowa Colony, Texas, and Land Tejas Sterling Lakes South, LLC, attached hereto and incorporated herein for all purposes.

SECTION 3. This resolution shall be effective from the date of its passage and adoption

READ, PASSED, AND APPROVED ON OCTOBER 19, 2026.

CITY OF IOWA COLONY, TEXAS

WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

ROADWAY FUNDING AND COMMERCIAL DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This Roadway Funding and Commercial Development Agreement (this "Agreement") is entered into by and between the CITY OF IOWA COLONY, TEXAS, a Texas municipality (the "City"), and LAND TEJAS STERLING LAKES SOUTH, LLC, a Texas limited liability company ("Land Tejas"). The City and Land Tejas are each a "Party" and collectively the "Parties." This Agreement is effective on the date it has been executed by both Parties (the "Effective Date").

RECITALS

A. The Texas Department of Transportation ("TxDOT") and the City have entered into, or intend to enter into, an Advance Funding Agreement identified as CCSJ and AFA CSJ No. 0598-02-135, District No. 12, AFA ID Z00012457, for a locally funded, on-system project (the "AFA"). The form of the AFA provided to the Parties is attached as **Exhibit B**.

B. The AFA describes the project as the preparation of plans, specifications, and estimates and the construction of a two-lane southbound frontage road on State Highway 288 from County Road 56 to County Road 57, including replacement of the existing bridge, reconfiguration of entrance and exit ramps, a shared-use path, and drainage improvements (collectively, the "Road Project").

C. Under the AFA, the City is responsible for architectural and engineering services and right-of-way and real-property matters; the City is also responsible for utility and environmental work if TxDOT determines that such work is necessary. TxDOT is identified as the party responsible for letting and administering construction, subject to the City's funding and other obligations.

D. Land Tejas owns, controls, or is developing the tract described and depicted in **Exhibit A** (the "Commercial Tract"). A prior agreement, plan, approval, or commitment affecting Land Tejas or the Commercial Tract contemplated or required construction of a crystal lagoon.

E. Land Tejas desires to develop the Commercial Tract for the uses and in the general configuration shown on the development plan included in **Exhibit A** without constructing a crystal lagoon. The City is willing to allow that development and eliminate the crystal lagoon requirement in exchange for Land Tejas's unconditional obligation to fund the Road Project and every amount and obligation required of or imposed on the City by TxDOT in connection with the AFA and the Road Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Definitions. In addition to the terms defined elsewhere in this Agreement, and unless the context otherwise, the following terms and phrases used in this Agreement shall have the following meanings:

AFA. The executed AFA, the form of which is attached as **Exhibit B**, together with all attachments, exhibits, schedules, supplements, change orders, and amendments to it. If the version attached as **Exhibit B** is not fully executed or does not yet include each TxDOT attachment, the term includes the fully executed AFA and each attachment when issued or executed.

Affiliate. An entity that directly or indirectly controls, is controlled by, or is under common control with Land Tejas. For this purpose, "control" means the power to direct the management or policies of an entity, whether through ownership, contract, or otherwise.

City Costs. All reasonable, actual, and documented out-of-pocket costs incurred by the City in negotiating, administering, monitoring, or enforcing this Agreement or the AFA, including engineering, environmental, surveying, appraisal, acquisition, relocation, utility, inspection, testing, accounting, financial-advisor, bond-counsel, legal, and other consultant costs.

Commercial Tract. The land described and depicted in **Exhibit A**, including any parcel created from or consolidated with that land that is owned, controlled, or developed by Land Tejas or an Affiliate of Land Tejas.

Development Plan. The uses, general layout, access points, development areas, and other development features shown in **Exhibit A**, as it may be amended only by a written instrument signed by both Parties.

Lagoon Requirement. Any requirement that Land Tejas or an owner or developer of the Commercial Tract design, construct, fund, operate, maintain, or provide a crystal lagoon, whether arising under a prior agreement, plan, zoning action, development approval, representation, commitment, or other city action.

Project Costs. Without duplication, every cost, charge, contribution, deposit, reimbursement, overrun, escalation, adjustment, disallowance, and other amount incurred or required in connection with the Road Project or AFA, including all non-State participation, City Costs, costs of TxDOT review and oversight, plans, specifications and engineering costs, right-of-way and real property, utilities, environmental assessment and mitigation, procurement, construction, construction engineering and management, accessibility compliance, insurance, bonds, testing, inspection, change orders, delay

costs, claims, final accounting, and termination costs.

TxDOT Requirements. Every requirement, condition, standard, procedure, certification, approval, deliverable, payment, schedule, corrective action, or other obligation imposed by TxDOT under or in connection with the AFA or Road Project.

Section 2. Incorporation of AFA; Relationship of the Parties.

Section 2.01. Incorporation. The AFA is incorporated into this Agreement for the limited purpose of defining Land Tejas's funding, performance, cooperation, and reimbursement obligations to the City. Land Tejas shall comply with and cause its consultants and contractors to comply with every AFA provision applicable to work performed or funded by Land Tejas.

Section 2.02. City Remains TxDOT Party. Nothing in this Agreement substitutes Land Tejas for the City under the AFA or relieves the City of any duty owed to TxDOT. Governmental decisions, certifications, approvals, and communications that TxDOT requires from the City remain the City's responsibility. As between the City and Land Tejas, however, Land Tejas bears the entire economic burden of the City's duties and liabilities relating to the AFA and Road Project, except as expressly excluded from Project Costs.

Section 2.03. No TxDOT Rights. TxDOT is not a party to or third-party beneficiary of this Agreement. This Agreement does not amend the AFA and does not bind TxDOT.

Section 2.04. AFA Amendments. The City may enter into amendments or supplements that TxDOT requires to complete the Road Project without Land Tejas's consent. The City shall provide Land Tejas reasonable notice when practicable, but failure to provide advance notice does not excuse Land Tejas's payment or performance. The City may not charge Land Tejas for an unrelated elective improvement that materially expands the Road Project unless Land Tejas approves that improvement in writing.

Section 3. Land Tejas's Unconditional Funding Obligation.

Section 3.01. Full Funding of the Road. Land Tejas shall fund one hundred percent (100%) of all Project Costs not finally paid by TxDOT or another third-party funding source. Land Tejas's obligation includes the full cost to plan, design, acquire right-of-way for, relocate utilities for, obtain environmental clearance for, construct, complete, and obtain TxDOT acceptance of the Road Project.

Section 3.02. All City Amounts. Land Tejas shall timely pay every amount that the AFA, TxDOT, or the Road Project requires the City to pay, deposit, reimburse, or make available, including: (a) the City's financial share shown in the AFA project budget;

(b) preliminary-engineering and review deposits; (c) the remaining financial share due before bid receipt; (d) construction and construction-oversight amounts; (e) fixed-price adjustments; (f) overruns escalations, supplemental work, and change orders; (g) final-accounting balances; (h) audit disallowances or recaptures; and (i) costs arising from suspension, delay, default, or termination of the AFA or Road Project, except to the extent caused solely by the City's gross negligence or willful misconduct.

Section 3.03. No Cap; No Financing Condition. Land Tejas's obligations are not limited to any estimate, budget, deposit, acreage, phase, value, or maximum amount. They are absolute payment obligations and are not conditioned on Land Tejas obtaining financing, selling land, receiving development revenue, receiving reimbursement from a district or other entity, or obtaining any permit or approval other than the City's obligations expressly stated in this Agreement.

Section 3.04. No City Advance. The City is not required to advance, appropriate, pledge, borrow, or expend City funds or credit for the Road Project. The City may decline to authorize work, submit a payment, proceed with a letting, or incur an obligation until Land Tejas has proved sufficient funds in advance.

Section 3.05. No Offset. Land Tejas shall pay all amounts when due without deduction, counterclaim, offset, or withholding. A dispute about an amount does not suspend payment. The Parties shall reconcile disputed amounts after payment, subject to Land Tejas's audit rights under this Agreement.

Section 4. Payment and Deposit Procedures.

Section 4.01. Funding Requests. Within thirty (30) calendar days after the City delivers a written funding request, and in all events no later than three (3) business days before the City must make the related payment or commitment, Land Tejas shall deposit the requested amount with the City. If the City must pay an amount before advance notice is reasonably practicable, Land Tejas shall reimburse the City within five (5) business days after demand.

Section 4.02. Advance Deposits. At the City's request, Land Tejas shall maintain an advance deposit reasonably estimated by the City to cover the next one hundred twenty (120) days of anticipated Project Costs and shall replenish the deposit within ten (10) calendar days after notice. The City may require additional financial assurance reasonably acceptable to the City if Land Tejas fails to maintain a required deposit or timely pay an amount under this Agreement.

Section 4.03. Use and Custody of Funds. The City may transmit deposited funds to TxDOT, pay Project Costs directly, or reimburse itself for Project Costs. Funds held by the City will not earn interest for Land Tejas, do not create a trust or escrow, and do not impose a fiduciary duty on the City. The City shall maintain reasonable

accounting records identifying receipts and expenditures under this Agreement.

Section 4.04. Direct Payments. Land Tejas may pay a consultant, contractor, property owner, utility, or TxDOT directly only with the City's prior written approval and in the manner directed by the City. A direct payment does not reduce Land Tejas's obligations unless and until the City confirms the credit in writing.

Section 4.05. Final Reconciliation. After TxDOT issues its final accounting and the City has paid or reserved for all Project Costs, the City shall provide Land Tejas a final statement. Land Tejas shall pay any deficiency within ten (10) calendar days after receipt. The City shall return any remaining surplus to Land Tejas within thirty (30) days after the City determines that no further Project Costs are

Section 5. Performance of AFA and TxDOT Requirements.

Section 5.01. Required Work. At its sole cost, Land Tejas shall timely procure, or fund all work necessary for the City to satisfy the TxDot Requirements, except governmental actions that by law or the AFA must be performed by the City or TxDOT. Land Tejas shall engage qualified professionals acceptable to the City and TxDOT and shall comply with all required procurement and contract procedures.

Section 5.02. Plans, Specifications and Estimates for Engineering. Land Tejas shall fund and, when authorized by the City, cause the preparation of complete plans, specifications, estimates, studies, reports, and revisions meeting the AFA, TxDOT manuals and standards, and all TxDOT review comments. No professional-services contract relating to the Road Project may be executed or materially amended without the approvals required by the AFA.

Section 5.03. Utilities and Environmental Matters. Although the AFA marks utility work and environmental assessment and mitigation as not presently anticipated, Land Tejas shall fund and perform all such work if TxDOT determines it is necessary, including utility adjustment, removal, relocation, delay costs, environmental studies, remediation, mitigation, public meetings or hearings, and clearance documents.

Section 5.04. Cooperation and Schedule. Land Tejas shall promptly provide all information, signatures, easements, certificates, approvals, and cooperation requested by the City or TxDOT. Land Tejas shall perform in time for the City to meet every AFA .

Section 6. Right-of-Way and Real Property.

Section 6.01. Provision of Property Interests. Land Tejas dedicate, convey, or cause to be conveyed all right-of-way, easements, rights of entry, access rights, temporary construction easements, and other real-property interests required for the Road Project for that portion of the Road Project that crosses property owned by Land Tejas or its

Affiliates, in the name and form required by the City and TxDOT, free and clear of encroachments and unacceptable liens or title exceptions. Land Tejas shall have no obligation to obtain right-of-way, easements, rights of entry, access rights, temporary construction easements, and other real-property interests required for the Road Project from a third-party; provided, however, that the costs of such acquisition shall be included as a Project Cost.

Section 6.02. Access. Land Tejas shall provide, and shall cause its Affiliates and controlled owners to provide, access reasonably required for surveys, investigation, design, construction, inspection, and maintenance of the Road Project. Land Tejas shall execute any separate public-use agreement required by the AFA for property not held in the City's name.

Section 7. Administration and Control of the Road Project.

Section 7.01. City Control. The City controls its relationship with TxDOT and retains final authority over City submissions, approvals, certifications, and communications. Land Tejas may communicate directly with TxDOT only as authorized by the City and shall promptly copy the City on all material communications.

Section 7.02. Construction Administration. TxDOT is identified in the AFA as responsible for construction letting and administration. If TxDOT requires the City or Land Tejas to perform any construction-related task, Land Tejas shall fund and perform or cause performance of that task in accordance with TxDOT-approved procedures, including bidding, concurrence, change-order approval, construction engineering, and completion certification.

Section 7.03. No City Guarantee. The City does not guarantee TxDOT approval, funding, letting, construction timing, completion, acceptance, access configuration, or any particular Road Project outcome. Delay or action by TxDOT or another governmental entity does not constitute a City default and does not reduce Land Tejas's obligations.

Section 7.04. Maintenance. The cost of any warranty, corrective work, maintenance, or security required by TxDOT before final acceptance shall be considered a Project Cost. After final acceptance, maintenance responsibility will be governed by the AFA and applicable law; Land Tejas will have no continuing maintenance duty for the State highway system unless imposed by the AFA, TxDOT, another agreement, or applicable law.

Section 8. City Consideration: Elimination of Lagoon Requirement.

Section 8.01. Release from Lagoon Requirement. Subject to Land Tejas's timely and continuing performance of this Agreement, the City releases Land Tejas and the Commercial Tract from the Lagoon Requirement. The City shall not require a crystal

lagoon as a condition to platting, zoning, permitting, utility service, development, construction, occupancy, or any other approval for the Commercial Tract.

Section 8.02. Substitute Consideration. The Parties agree that Land Tejas's funding and performance obligations for the Road Project fully replace the Lagoon Requirement and constitute adequate and independent consideration for the City's obligations in this Section. Land Tejas is not entitled to any credit, reimbursement, impact-fee offset, or other payment for Project Costs unless the City expressly agrees in a later written instrument.

Section 8.03. Permanent Effect After Performance. After the Road Project has been finally accepted by TxDOT and Land Tejas has paid and performed all obligations under this Agreement, the elimination of the Lagoon Requirement becomes unconditional and permanent as to the Commercial Tract, subject only to amendment by written agreement of the Parties or their permitted successors.

Section 9. City Consideration: Development of the Commercial Tract.

Section 9.01. Approval of Development Plan. The City approves the Development Plan as to the uses, general land-use arrangement, site configuration, access concept, and absence of a crystal lagoon shown in **Exhibit A**, and agrees that Land Tejas may develop the Commercial Tract in substantial accordance with the Development Plan.

Section 9.02. Consistent Approvals. The City shall process and act on plats, site plans, permits, utility requests, and other applications consistent with the Development Plan and shall not deny or condition an application because the Development Plan omits a crystal lagoon or differs from a prior lagoon-based concept. The City shall take the lawful actions within its authority reasonably necessary to implement this Agreement.

Section 9.03. Technical Compliance Preserved. Except for the Lagoon Requirement and the land-use and general-layout approvals expressly granted by this Agreement, development remains subject to applicable laws, ordinances, codes, engineering criteria, utility-capacity requirements, permit procedures, and health and safety requirements. The City may require technical revisions reasonably necessary to comply with those requirements, but may not use them to reimpose the Lagoon Requirement or materially defeat the Development Plan.

Section 9.04. Condition to City Performance. The City's obligations under this Section and Section 8 are conditioned on Land Tejas not being in an uncured material default under this Agreement. A temporary suspension during an uncured default does not reasonably necessary to meet a TxDOT deadline, protect public safety, preserve funding, or avoid additional cost.

Section 10. Liens.

Section 10.01. No Liens. Land Tejas shall keep City property and public right-of-way free from claims and liens arising from work or materials furnished at Land Tejas's request and shall promptly discharge or bond around any such claim or lien to the City's reasonable satisfaction.

Section 11. Default and Remedies.

Section 11.01. Land Tejas Default. Land Tejas Land Tejas is in default if it fails to timely pay an amount, maintain a required deposit or assurance, perform a material obligation, makes a material misrepresentation, becomes insolvent, or attempts an unauthorized assignment. A monetary default must be cured within five (5) business days after notice. A nonmonetary default must be cured within thirty (30) days after notice; if it cannot reasonably be cured within thirty days, Land Tejas must begin cure within that period and diligently complete it, but in no event later than ninety (90) days unless the City agrees otherwise in writing.

Section 11.02. City Remedies. During an uncured default the City may suspend performance of its obligations, withhold or suspend approvals to the extent permitted by law, draw on financial assurance, complete the obligation at Land Tejas's cost, recover amounts due and reasonable enforcement costs, obtain specific performance or injunctive relief, and exercise all other legal or equitable remedies. The City is not required to allow a cure period if immediate action is reasonably necessary to meet a TxDOT deadline, protect public safety, preserve funding, or avoid additional cost.

Section 11.03. Lagoon Requirement After Material Default. If Land Tejas abandons the Road Project or fails to cure a material default after notice and the applicable cure period, the City may terminate the releases and development approvals granted by Sections 8 and 9 and reinstate the Lagoon Requirement to the extent legally permissible. Reinstatement does not eliminate Land Tejas's accrued payment, reimbursement, indemnity, or other surviving obligations.

Section 11.04. City Default. The City is in default only if it materially breaches an express obligation and fails to cure within thirty (30) days after written notice, or, if cure reasonably requires longer, fails to begin cure within that period and diligently complete it. Land Tejas's remedies are limited to specific performance, declaratory relief, and direct damages available under applicable law. Land Tejas may not recover consequential, special, exemplary, or lost-profit damages from the City.

Section 11.05. No Waiver of Immunity. Nothing in this Agreement waives or is intended to waive the City's governmental immunity, limitations on liability, or defenses, except to the limited extent a waiver is expressly provided by applicable Texas

law. No City official or employee assumes individual liability under this Agreement.

Section 12. Term; Completion; Survival.

Section 12.01. Term. This Agreement begins on the Effective Date and remains in effect until TxDOT has finally accepted the Road Project, the AFA has been finally closed, and Land Tejas has paid and performed all obligations, unless earlier terminated in accordance with this Agreement.

Section 12.02. Effect of AFA Termination. Termination, suspension, or expiration of the AFA does not terminate Land Tejas's obligation to pay Project Costs incurred or required because of the termination, suspension, or expiration. The Parties shall cooperate in good faith concerning any lawful substitute arrangement TxDOT requires for completion of the Road Project.

Section 12.03. Survival. Sections concerning payment, reconciliation, records, indemnity, remedies, accrued obligations, development rights after full performance, assignment, and miscellaneous provisions survive as necessary to give them effect.

Section 13. Assignment; Successors; Covenants Affecting the Land.

Section 13.01. Land Tejas Assignment. Land Tejas may not assign this Agreement or convey all or a material portion of the Commercial Tract before full performance unless the proposed transferee assumes this Agreement in a written instrument approved by the City. City approval does not release Land Tejas unless the City expressly releases it in writing.

Section 13.02. City Assignment. The City may assign or delegate administrative rights and duties to another governmental entity with jurisdiction over the Road Project, but no assignment relieves the City of an obligation that cannot lawfully be delegated.

Section 13.03. Binding Effect and Recording. This Agreement binds and benefits the Parties and their permitted successors and assigns. The Parties intend the development provisions and the obligations relating to the Commercial Tract to run with and burden or benefit the Commercial Tract to the extent permitted by law. The City may record this Agreement or a memorandum of it in the Official Public Records of Brazoria County, Texas.

Section 14. Notices.

To City:

City of Iowa Colony
Attn: City Manager
3144 Meridiana Parkway

Iowa Colony, Texas 77583

With a Copy to:

City of Iowa Colony
Attn: City Attorney
3144 Meridiana Parkway
Iowa Colony, Texas 77583

To Land Tejas:

Land Tejas Sterling Lakes South, LLC
Attn:
2450 Fondren Road, Suite 210
Houston, Texas 77063

With a Copy to:

Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by certified United States mail, return receipt requested. Notice is effective on actual delivery or documented refusal. A Party may change its notice information by notice complying with this Section.

Section 15. Public Information.

Land Tejas acknowledges that the City is subject to the Texas Public Information Act. The City will handle records in accordance with applicable law and does not promise that any record will remain confidential. Land Tejas shall clearly mark information it contends is confidential and, at its own expense, timely submit any argument requested by the Office of the Attorney General.

Section 16. Miscellaneous.

Section 16.01. Governing Law and Venue. Texas law governs this Agreement. Mandatory venue lies in Brazoria County, Texas, to the extent permitted by law.

Section 16.02. No Partnership or Agency. The Parties are independent contracting parties. This Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship.

Section 16.03. No Third-Party Beneficiaries. Except for the City indemnitees expressly protected by Section 11, no person other than the Parties and their permitted successors has a right or remedy under this Agreement.

Section 16.04. Force Majeure. A Party is excused from a nonmonetary obligation only to the extent performance is prevented by an event beyond its reasonable control and only while the Party diligently mitigates and resumes performance. Force majeure does not excuse or delay Land Tejas's duty to pay, deposit, reimburse, fund, or maintain financial assurance, and does not include lack of funds, inability to obtain financing, market conditions, increased costs, or contractor default unless caused by an otherwise qualifying event.

Section 16.05. Entire Agreement; Order of Precedence. This Agreement and its exhibits are the entire agreement between the Parties concerning its subject matter and supersede prior oral or written understandings on that subject. If this Agreement conflicts with a prior City-Land Tejas agreement concerning the Lagoon Requirement or Development Plan, this Agreement controls. As between TxDOT and the City, the AFA controls; as between the City and Land Tejas, this Agreement controls the allocation of cost and responsibility.

Section 16.06. Amendment and Waiver. An amendment or waiver is effective only if in writing and signed by authorized representatives of both Parties. Delay or failure to enforce a right is not a waiver. A waiver on one occasion does not waive any later occurrence.

Section 16.07. Severability and Reformation. If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent and, if necessary, reformed to approximate the Parties' intent. The remaining provisions remain effective.

Section 16.08. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which constitute one instrument. Electronic signatures and electronically transmitted counterparts are effective to the extent permitted by law.

Section 16.09. Further Assurances. Each Party shall execute and deliver further documents and take further lawful actions reasonably necessary to carry out this Agreement.

Section 16.10. Authority. Each person signing warrants that the person is authorized to bind the represented Party. The City represents that its governing body approved this Agreement in accordance with applicable law.

Section 16.11. Statutory Verifications and Certifications. To the extent applicable to this Agreement and as required by Texas law, Land Tejas makes the following verifications, certifications, representations, and covenants. Land Tejas acknowledges that the City is relying on the following statements in entering into this Agreement.

Section 16.12. No Boycott of Israel. Pursuant to Chapter 2271, Texas

Government Code, Land Tejas verifies that Land Tejas: (a) does not boycott Israel; and (b) will not boycott Israel during the term of this Agreement. For purposes of this section, "boycott Israel" has the meaning assigned by Section 808.001, Texas Government Code, as amended.

Section 16.13. No Discrimination Against Firearm Entities or Firearm Trade Associations. Pursuant to Chapter 2274, Texas Government Code, Land Tejas verifies that Land Tejas: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. For purposes of this section, "discriminate against a firearm entity or firearm trade association," "firearm entity," and "firearm trade association" have the meanings assigned by Chapter 2274, Texas Government Code, as amended.

Section 16.14. No Boycott of Energy Companies. Pursuant to Chapter 2276, Texas Government Code, to the extent enforceable and applicable under current law, Land Tejas verifies that Land Tejas: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Agreement. For purposes of this section, "boycott energy company" has the meaning assigned by Chapter 809, Texas Government Code, as amended.

Section 16.15. No Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Land Tejas represents and certifies that Land Tejas is not a company identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code, and is not prohibited from entering into this Agreement under Section 2252.152, Texas Government Code.

Section 16.16. Disclosure of Interested Parties. To the extent required by Section 2252.908, Texas Government Code, and the rules of the Texas Ethics Commission, Land Tejas shall complete and submit a Form 1295 Certificate of Interested Parties before this Agreement may be executed by the City. Land Tejas represents that all information submitted in connection with such certificate is true and correct as of the date submitted.

Section 16.17. Critical Infrastructure; Certain Foreign-Owned Companies. To the extent this Agreement is subject to Chapter 2275, Texas Government Code, including because Land Tejas will be granted direct or remote access to or control of critical infrastructure in this state, Land Tejas certifies that neither Land Tejas, nor any parent company, subsidiary, or affiliate of Land Tejas, is: (a) owned by or the majority of stock or other ownership interest of Land Tejas is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any country designated by the Governor as a threat to critical infrastructure under Chapter 2275, Texas Government Code; (b) owned or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the

government of China, Iran, North Korea, Russia, or any country designated by the Governor as a threat to critical infrastructure under Chapter 2275, Texas Government Code; or (c) headquartered in China, Iran, North Korea, Russia, or any country designated by the Governor as a threat to critical infrastructure under Chapter 2275, Texas Government Code.

Section 16.18. Continuing Compliance; Material Breach. Land Tejas shall immediately notify the City if any representation, verification, or certification made under this section becomes inaccurate during the term of this Agreement. Any false statement, false certification, or failure to remain in compliance with this section shall constitute a material breach of this Agreement, and the City may exercise any rights or remedies available under this Agreement or applicable law, including termination of this Agreement.

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

CITY OF IOWA COLONY

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2026 by _____ , _____ of the City of Iowa Colony, Texas, on behalf of that entity.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: _____

LAND TEJAS STERLING LAKES SOUTH, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2026 by _____ , _____ of the Land Tejas Sterling Lakes South, LLC, on behalf of that entity.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: _____

EXHIBIT A

Commercial Tract Description and Approved Development Plan

EXHIBIT B

TXDOT ADVANCE FUNDING AGREEMENT
CCSJ / AFA CSJ 0598-02-135 I AFA ID Z00012457

CCSJ #	0598-02-135
AFACSJs	0598-02-135
District # 12	AFA ID 200012457
Code Chart 64 #	20400
Project Name	SH 288 SBFR: CR 56 to CR 57

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Iowa Colony,** acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of a 2 lane southbound frontage road on SH 288, from CR 56 to CR 57.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution},** which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government"**	Utilities	Article 8
2.	**Local Government"**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**State**	Construction Responsibilities	Article 13
5.	**Local Government**	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of the Plans, Specifications, and Estimates (PS&E) and construction of a 2-lane southbound frontage road on SH 288 from CR 56 to CR 57, including replacing the existing bridge, reconfiguring entrance and exit ramps, adding a shared-used path, and drainage improvements as shown on Attachment A. The Local Government is responsible for, but not limited to, preparing PS&E, environmental assessment and mitigation, right of way and real property, and utility coordination and adjustments. The State will review the work performed by the Local Government, and the State will let and construct the Project.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the 'Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

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N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

0. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment
of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a Land Tejas for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

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manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

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C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title 11 and Title 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

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be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its Land Tejas to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Iowa Colony ATTN: City Manager 3144 Meridiana Parkway Iowa Colony, TX 77583	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11‴ Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its Land Tejass, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

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directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, *rules* and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for *seven* (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to *all* the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Land Tejass must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

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The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Land Tejass, whether such programs or activities are Federally funded or not).

H. Titles II and Ill of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

ADICO
CONSULTING ENGINEERS

MEMORANDUM

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:	Resolution authorizing an Advance Funding Agreement (AFA) with TxDOT for the SH 288 Southbound Frontage Road, Cedar Rapids Parkway (CR57) to Meridiana Parkway (CR 56) (CSJ 0598-02-135)

REQUESTED ACTION

Consider and act on a resolution authorizing the [Mayor / City Manager] to execute a locally funded Advance Funding Agreement with TxDOT for the SH 288 southbound frontage road between Meridiana Parkway and Cedar Rapids Parkway. The City funds 100% of the project and any cost overruns — an estimated $11,115,544. City will fund this through a development agreement between the City and BCMUD 32 (through Developer).

BACKGROUND

TxDOT Minute Order 116752 allows the City to fund a new 2-lane southbound frontage road on SH 288 from Meridiana Parkway to Cedar Rapids Parkway, including a bridge replacement, ramp reconfiguration, a shared-use path and drainage. No state or federal construction funds are programmed.

TxDOT requires an approved resolution before the AFA is signed. The resolution becomes Attachment C to the agreement; the location map is Attachment A and the project budget is Attachment B.

WHAT THE AFA DOES

- **City:** designs the project (PS&E), acquires right of way, and handles utilities and environmental clearance.
- **TxDOT:** reviews the design, bids and builds the project, then maintains the road.
- **Funding:** the City pays 100% of costs and 100% of any overruns. TxDOT will not award construction until the City's funds are in hand.

FISCAL IMPACT

Item	Estimated Amount
City design consultant (PS&E)	$1,000,000
Payment to TxDOT at execution	$692,105
Payment to TxDOT 60 days before bids	$9,423,439
Total City share	**$11,115,544**

Final costs are based on actuals; the City carries all overruns. Right-of-way purchase and utility relocation are not included. Funding source: BCMUD 32 by Development Agremeent.

RECOMMENDATION

Staff and the City Engineer recommend approval of the resolution authorizing the [Mayor / City Manager], or designee, to execute the AFA with TxDOT. Approval lets the City begin PS&E and positions the frontage road for TxDOT letting once design, right of way and funding are complete.

Per TxDOT's AFA resolution guidance, the resolution must be passed and signed **before** the AFA is signed, must name the signatory by title, and must not reference the draft AFA itself.

ATTACHMENTS

1. Proposed Resolution (TxDOT template)
2. Advance Funding Agreement, CSJ 0598-02-135 (draft)
3. Attachment A — Location Map
4. Attachment B — Project Budget

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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Iowa Colony**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of a 2 lane southbound frontage road on SH 288, from CR 56 to CR 57**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**State**	Construction Responsibilities	Article 13
5.	**Local Government**	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of the Plans, Specifications, and Estimates (PS&E) and construction of a 2-lane southbound frontage road on SH 288 from CR 56 to CR 57, including replacing the existing bridge, reconfiguring entrance and exit ramps, adding a shared-used path, and drainage improvements as shown on Attachment A. The Local Government is responsible for, but not limited to, preparing PS&E, environmental assessment and mitigation, right of way and real property, and utility coordination and adjustments. The State will review the work performed by the Local Government, and the State will let and construct the Project.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Iowa Colony ATTN: City Manager 3144 Meridana Parkway Iowa Colony, TX 77583	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CCSJ #	**0598-02-135**		
AFA CSJs	**0598-02-135**		
District #	**12**	**AFA ID**	**Z00012457**
Code Chart 64 #	**20400**		
Project Name	**SH 288 SBFR: CR 56 to CR 57**		

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

CCSJ #	**0598-02-135**		
AFA CSJs	**0598-02-135**		
District #	**12**	**AFA ID**	**Z00012457**
Code Chart 64 #	**20400**		
Project Name	**SH 288 SBFR: CR 56 to CR 57**		

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



Attachment A:

CSJ: 0598-02-135

Construct Frontage Road

BRAZORIA COUNTY

GIS TxDOT

Texas Department of Transportation

CCSJ #	**0598-02-135**		
AFA CSJs	**0598-02-135**		
District #	**12**	**AFA ID**	**Z00012457**
Code Chart 64 #	**20400**		
Project Name	**SH 288 SBFR: CR 56 to CR 57**		

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government is responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by the Local Government)	$1,000,000	0%	$0	0%	$0	100%	$1,000,000
Construction (by the State)	$8,651,333	0%	$0	0%	$0	100%	$8,651,333
Subtotal	$9,651,333		$0		$0		$9,651,333
Environmental Direct State Costs	$86,513	0%	$0	0%	$0	100%	$86,513
Engineering Direct State Costs	$346,053	0%	$0	0%	$0	100%	$346,053
Right of Way Direct State Costs	$86,513	0%	$0	0%	$0	100%	$86,513
Utility Direct State Costs	$173,026	0%	$0	0%	$0	100%	$173,026
Construction Direct State Costs	$772,106	0%	$0	0%	$0	100%	$772,106
Subtotal	$1,464,211		$0		$0		$1,464,211
Indirect State Costs (5.51%)	$531,788	0%	$0	100%	$531,788	0%	$0
TOTAL	$11,647,332		$0		$531,788		$11,115,544

Initial payment by the Local Government to the State: $692,105.
Payment by the Local Government to the State before construction: $9,423,439.
Estimated total payment by the Local Government to the State $10,115,544.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	**0598-02-135**		
AFA CSJs	**0598-02-135**		
District #	**12**	**AFA ID**	**Z00012457**
Code Chart 64 #	**20400**		
Project Name	**SH 288 SBFR: CR 56 to CR 57**		

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE FRONTAGE ROAD ON STATE HIGHWAY 288; WITH RELATED PROVISIONS

WHEREAS, the City of Iowa Colony, Texas, and the Texas Department of Transportation (TxDOT) desire to enter into an Advance Funding Agreement (AFA) for the construction of a two-lane southbound frontage road on State Highway 288 from County Road 56 to County Road 57, including associated roadway, bridge, drainage, and pedestrian improvements; and

WHEREAS, the City desires to approve the AFA, identified as CSJ No. 0598-02-135, attached hereto and incorporated herein by reference;

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

SECTION 1. That the Advance Funding Agreement between the City of Iowa Colony and TxDOT is hereby approved.

SECTION 2. That this resolution shall take effect immediately upon its passage.

SECTION 3. 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

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	($13,500.00)	$86,500.00	$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	$20,000.00	$60,000.00	$57,490.53
10-10-5206	PROFESSIONAL SERVICES	$165,000.00	($90,000.00)	$75,000.00	$40,775.04
10-10-5213	LEGAL NOTICES EXPENSE	$5,000.00	$1,000.00	$6,000.00	$5,822.02
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	$23,230.48
10-10-5224	DUES/SUBSCRIPTIONS	$30,000.00	$50,000.00	$80,000.00	$72,834.21
10-10-5225	SEMINARS/MEETINGS	$30,000.00	$5,000.00	$35,000.00	$32,781.76
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	$1,825.73
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	($28,500.00)	$55,500.00	$39,971.89
10-20-5231	RECRUITING AND HIRING	$3,000.00	$750.00	$3,750.00	$3,490.00
10-20-5301	OFFICE SUPPLIES	$3,000.00	$500.00	$3,500.00	$3,228.82
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
10-20-5315	COMPUTER SOFTWARE/LICENSING	$500.00	$1,250.00	$1,750.00	$1,339.80

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
10-20-5317	EQUIPMENT RENTALS	$25,000.00	$4,500.00	$29,500.00	$28,426.87
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	$53,725.00
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	$3,260.00
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	$28,531.00
10-30-5321	PUBLIC WORKS MAINTENANCE	$25,000.00	$12,000.00	$37,000.00	$34,530.76
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	$92,423.24
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	**$12,088,231.12**	**$0.00**	**$12,088,231.12**	**$10,299,996.63**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
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
20-20-5317	EQUIPMENT RENTALS	$110,000.00	($10,100.00)	$99,900.00	$89,601.49
	FUND TOTALS	**$161,500.00**	**$0.00**	**$161,500.00**	**$148,981.79**
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**
35 - CIP					
35-4803	GRANT - GLO	($18,000.00)	($10,000.00)	($28,000.00)	$26,806.00
35-4806	TWDB PAYMENTS	$0.00	($215,000.00)	($215,000.00)	$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**	**$261,931.00**
36 - GRANTS					
36-4803	GRANT - STATE AND FEDERAL	($125,000.00)	($22,500.00)	($147,500.00)	($43,479.23)
36-20-5101	SALARIES - FULL TIME	$120,000.00	$12,500.00	$132,500.00	$131,586.65

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
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**	**$116,730.61**
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	$2,000.00	$2,000.00	$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	($430,500.00)	$119,500.00	$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**

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
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)**
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	$683,964.75
	FUND TOTALS	**$0.00**	**$0.00**	**$0.00**	**($13,348,233.50)**
70 - ICDA GF					
70-4111	SALES TAX - ICDA	$0.00	($75,000.00)	($75,000.00)	($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	($704,000.00)	($704,000.00)	($479,378.40)
70-10-5201	LEGAL SERVICES	$0.00	$3,500.00	$3,500.00	$3,412.50
70-10-5202	AUDIT SERVICES	$0.00	$15,000.00	$15,000.00	$15,000.00
70-10-5236	ADMIN FEES - CITY	$0.00	$1,075,000.00	$1,075,000.00	$1,065,532.87
70-10-5700	ANNUAL DISCLOSURE	$0.00	$3,500.00	$3,500.00	$3,500.00
70-10-5701	BOOKKEEPING FEES	$10,000.00	$2,000.00	$12,000.00	$12,000.00
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	$300,000.00	$300,000.00	$300,000.00
70-10-5710	ADMINISTRATIVE SERVICES	$5,000.00	$5,000.00	$10,000.00	$10,000.00
	FUND TOTALS	**($755,832.05)**	**$0.00**	**($755,832.05)**	**($135,465.90)**
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

FUND/ LINE	DESCRIPTION	ORIGINAL BUDGET	ADJUSTMENT AMOUNT (+/-)	AMENDED BUDGET	YEAR TO DATE EXPENSES
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 OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, July 20, 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 20th day of July 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
Councilmember Arnetta Murray
Councilmember Margaret Madariaga
Mayor Pro Tem Marquette Greene-Scott
Councilmember Tim Varlack
Councilmember Sydney Hargroder

And Councilmember Kareem Boyce being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the meeting to order at 7:00 P.M.

INVOCATION
Councilmember Murray prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS
Cameron Rollwitz, 8511 Tropical Breeze Way, stated that he was pleased to see the resolution opposing data centers on the agenda; however, he did not feel that the resolution went far enough. He requested that the resolution be amended to prohibit all data center development within the City. He also requested that the City terminate its contract with Flock Safety cameras.

Isabelle Guion, Ellwood Sales Representative with Beazer Homes, announced a Friends and Family Sale, offering an employee discount to friends and family through July 31 in the Ellwood Development.

Tara Green, 4627 Gilbert Road, stated that she is opposed to data centers due to concerns regarding noise, electricity consumption, and water usage. She also expressed concern regarding the potential impact of data center development on surrounding residential property values.

PUBLIC HEARINGS

1. Hold a public hearing on the approval of a Crime Control Plan and Budget for the Iowa Colony Crime Control and Prevention District for FY 26-27.

   Mayor Kennedy opened the public hearing on the approval of a Crime Control Plan and Budget for the Iowa Colony Crime Control and Prevention District for FY 26-27 at 7:07 P.M. There were no comments. Mayor Kennedy closed the public hearing at 7:15 P.M.

2. 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 Business and Retail:

   Approximately 0.9352 acres of land at 3518 Davenport Pkwy, A0259 H.T. & B.R.R., Tract 2C, Brazoria County, Texas

   Mayor Kennedy opened the public hearing at 7:07 P.M. to consider the rezoning of approximately 0.9352 acres of land located at 3518 Davenport Parkway, A0259 H.T. & B.R.R., Tract 2C, Brazoria County, Texas, from Single-Family Residential to Business and Retail.

   Applicants Ibrahim and Jennifer Kamara provided an overview of their proposed development and plans to open a coffee shop at the property. The applicants stated that they have been residents of Iowa Colony since 2019 and currently reside in Meridiana. They shared their vision of creating a coffee shop that provides a welcoming family-oriented space and reflects the identity and character of Iowa Colony. They described the proposed space as a place where families can bring their children to read and play, enjoy coffee, and build relationships within the community.

   Mayor Kennedy closed the public hearing at 7:15 P.M.

COUNCIL COMMENTS

STAFF REPORTS

3. Building Official/Fire Marshal Monthly Report
4. Public Works Department Monthly Report
5. Police Department Monthly Report
6. Municipal Court Monthly Report
7. City Engineer's Monthly Report
8. Finance Department Monthly Reports
9. Technology Department Monthly Report
10. Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION – 7:16 P.M.
Executive session in accordance with 551.071, 551.072, 551.073 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

11. Discuss legal advice related to a specific use permit.
12. Discussion on Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 applications and appointments
13. Discuss personnel matters with the City Manager.

14. Discuss economic development negotiations regarding the Crystal Center Entertainment District.

POST EXECUTIVE SESSION – 8:46 P.M.

ITEMS FOR CONSIDERATION

15. Motion made by Mayor Pro Tem Greene-Scott to appoint Leslie Hayes, Adrian Robinson, and Teherrah Malveaux to the Iowa Colony Development Authority/ Tax Increment Reinvestment Zone No. 2 boards and to reappoint Sheila Woods to the Iowa Colony Development Authority/ Tax Increment Reinvestment Zone No. 2 Boards, Seconded by Councilmember Varlack.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

16. Consideration and possible action on an Ordinance granting a specific use permit to allow HVAC system services, including maintenance, repair, and equipment storage at:

    Approximately a 4.92-acre tract of land situated in the H.T. & B.R.R. Survey, Abstract No. 560, being Tract 191A1-190A, commonly known as 7515 Iowa Colony Boulevard, Iowa Colony, Texas 77583.

    Motion made by Councilmember Hargroder to approve the Specific Use Permit (SUP) request on a conditional basis, subject to the conditions set forth in Section V, and that the proposed operation shall not constitute a noxious or offensive use under Section 71 (b) of the Zoning Ordinance, including but not limited to impacts related to noise from equipment testing, refrigerant handling, and outdoor equipment storage and give the City Attorney the authority to include language that it is limited to the current tenant and they have 6 to 9 months to comply, Seconded by Mayor Pro Tem Greene-Scott. The ordinance caption was read aloud by the City Secretary.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

17. Motion made by Mayor Pro Tem Greene-Scott to approve the zoning map amendment for the approximately 0.86-acre tract located at **3518 Davenport Parkway**, granting a **Specific Use Permit** to allow the development and operation of a low-intensity neighborhood café, subject to the conditions recommended by staff, including utility connections, platting and engineering requirements, buffering and operational standards, and completion of all outstanding administrative requirements., Seconded by Councilmember Murray. The City Secretary read the ordinance caption aloud.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

18. Motion made by Councilmember Varlack to approve the resolution expressing the City Council's opposition to the development and construction of data centers within the City of Iowa Colony until a comprehensive evaluation of potential infrastructure, environmental, land use, and community impacts has been completed and appropriate regulatory considerations have been reviewed, Seconded by Councilmember Murray.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

19. Consideration and possible action to approve an agreement between the City of Iowa Colony and Brazoria County Municipal Utility District No. 55 for the installation and use of a generator to provide temporary and permanent standby power for the Phase 1 Permanent Wastewater Treatment Plant.

The Developer requested this item be pulled from the agenda and deferred.

20. Consideration and possible action to approve a Conveyance Agreement between the City of Iowa Colony and Brazoria County Municipal Utility District No. 87 for the conveyance of the wastewater treatment plant and Lift Stations No. 1 and No. 2.

    Motion made by Councilmember Hargroder to approve the agreement providing for the transfer of ownership, operation, and maintenance responsibilities of the District's wastewater treatment plant and Lift Stations No. 1 and No. 2 to the City of Iowa Colony, including provisions for the future transfer of Lift Station No. 3 upon completion and acceptance, and authorize the City Manager to execute the agreement on behalf of the City, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

21. Consideration and possible action to award a construction contract to Hassell Construction Group, LLC for the Northwest Regional Wastewater Treatment Plant Phase 1.

    Motion made by Councilmember Hargroder to approve the Cost Sharing Agreement between the City of Iowa Colony and the participating Brazoria County Municipal Utility Districts for the design, permitting, and construction of the permanent Northwest Regional Wastewater Treatment Plant located at 2401 County Road 57, and authorize the City Manager to execute all related documents, Seconded by Councilmember Varlack.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

CONSENT AGENDA

Motion made by Councilmember Hargroder to approve the consent items as presented, Seconded by Mayor Pro Tem Greene-Scott.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Madariaga

22. Consider approval of R & E Estate Final Plat.

ADJOURNMENT

The meeting was adjourned at 9:15 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____
Kayleen Rosser, City Secretary

_____
Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Wednesday, August 05, 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 5th day of August 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 Tim Varlack
Councilmember Kareem Boyce

And Councilmember Margaret Madariaga and Councilmember Sydney Hargroder being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the work session to order at 6:00 P.M.

CITIZEN COMMENTS
Cameron Rollwitz talked about his opposition to data centers and the use of flock cameras.

ITEMS FOR DISCUSSION

1. Discussion on the FY 2026-2027 City Budget, tax rate, and related matters.

   City Manager Tarron Richardson provided information regarding the City's growth, proposed staffing needs, and development of the FY 2026–2027 budget. He advised that staff would use Council's feedback to prepare updated budget recommendations.

   Finance Director Chris Thomas presented updated information regarding the FY 2026–2027 budget, certified property values, projected revenues, and potential tax rates. He explained the impact of certified property values on the proposed budget and presented several tax-rate scenarios for Council's consideration. He also reviewed the proposed new positions for the fiscal year, including an IT Technician, Fire/Building Inspector, Maintenance Worker, Public Works Director, Public Information Officer/Communications position, and Human Resources Assistant.

   Mayor Pro Tem Greene-Scott asked questions regarding the proposed positions and emphasized the importance of prioritizing staffing needs based on available revenues. She thanked staff for their hard work and questioned whether hiring an in-house Building Inspector would be more cost-effective than continuing to pay a contractor for those services.

Councilmember Boyce noted that other positions had been prioritized over additional police officers and asked for clarification regarding the prioritization of the proposed positions. He also inquired about the next opportunity for annexation related to MUD 32.

Councilmember Varlack requested that staff evaluate whether certain positions could be filled through part-time employees, outsourcing, or other alternatives.

Police Chief Aaron Bell discussed current Police Department staffing, Crime Control funding, and the proposed addition of two police officer positions. He emphasized the importance of planning for additional public safety personnel as the City continues to grow.

Dinh Ho, City Engineer with Adico, provided information regarding the requirements for annexation of MUD 32. He explained that reaching approximately 90 percent water and wastewater availability would affect the City's ability to proceed with annexation. He agreed to provide Council with updated information regarding the current percentage.

Mayor Kennedy emphasized the importance of public safety and effective communication with residents regarding City projects, services, and initiatives. He discussed the proposed Public Information Officer position and the need to ensure residents receive consistent and accurate information.

Councilmember Murray shared her perspective on the proposed positions, emphasizing that public safety should remain a top priority. She noted that outsourcing could be considered as an alternative for certain functions and stated that staffing decisions should be based on what is in the best interest of the City.

IT Director Bibin George discussed the proposed IT Technician position and explained the security and compliance concerns associated with fully outsourcing certain information technology functions.

Councilmember Varlack reiterated the importance of maintaining a plan for communicating information to residents, regardless of whether a full-time Public Information Officer position is included in the budget.

Council discussed alternatives for several proposed positions, including outsourcing, part-time staffing, internships, and third-party service providers.

City Manager Tarron Richardson summarized Council's feedback and stated that staff would review the proposed positions and other budget considerations before returning with an updated proposed budget.

Council directed staff to incorporate the feedback provided during the workshop into the proposed FY 2026–2027 budget.

ADJOURNMENT

The worksession was adjourned at 7:36 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Wednesday, August 26, 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 26th day of August 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
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
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on the FY 2026-2027 City Budget, tax rate, and related matters.

   City Manager Tarron Richardson provided an overview of the upcoming dates for the budget hearings and water rate study.

   Mayor Kennedy asked about the Strategic Plan document, specifically regarding the Junior Police Academy and Civic Academy.

   Finance Director Chris Thomas provided an overview of the opening page of the budget document. He explained that the Strategic Plan had been updated to include project timelines by quarter. He noted that the accompanying verbiage is intended to explain the City's policies and provide readers with a better understanding of the budgeting process. He stated that this information is also part of the Government Finance Officers Association (GFOA) criteria used in evaluating the City's budget document.

   Chris explained that the budget is balanced at a tax rate of $0.52 and includes a one-time use of fund balance for street repairs. He reviewed personnel and departmental expenditures that had

been added and identified in the budget, including Human Resources and $50,000 for permitt software requested by the Community Development Department.

He also discussed the creation of a new fund intended to provide greater transparency regarding property tax revenues distributed to entities with agreements with the City, including the TIRZ. He noted that the expiration date of the TIRZ agreement would be added to the document. Additionally, he reviewed ICDA operating expenses, including amounts associated with developer reimbursements.

Chris discussed the City's debt obligations and the amounts owed by the City. He explained that these obligations affect the Interest and Sinking (I&S) tax rate and are reflected on the cover page of the adopted budget.

Councilmember Madariaga requested that additional explanatory information be included regarding the City's bond information.

Councilmember Hargroder discussed the costs associated with City-wide events and recommended that the City remain cautious when allocating funding for such events, noting that costs can increase quickly.

Councilmember Boyce asked whether the City could add a Frequently Asked Questions (FAQ) section to the City's website to provide residents with additional information and clarification regarding the budget and related matters.

City Manager Richardson responded regarding the funding allocated for City-wide events and discussed the parameters and considerations used when planning and funding these events.

ADJOURNMENT

The worksession was adjourned at 7:38 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Wednesday, August 26, 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 26th day of August 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 7:01 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS
There were no comments from the public.

At 7:03 P.M., the City Council recessed the meeting and entered back into work session. At 7:38 P.M., the City Council reconvened the meeting from the work session.

EXECUTIVE SESSION- 7:38 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. Discussion on Associate Judge applications and interviews.

POST EXECUTIVE SESSION- 8:13 P.M.

ITEMS FOR CONSIDERATION

2. Consideration and possible action on the appointment of Associate Judge(s).

   Motion made by Councilmember Boyce to appoint Chris Gisentaner, 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 8:14 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Monday, August 31, 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 31st day of August 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
Councilmember Arnetta Murray
Councilmember Margaret Madariaga (Arrived at 6:18 P.M)
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And Mayor Pro Tem Marquette Greene-Scott 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
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on the water and wastewater rate study.

   Nelissa Heddin presented a PowerPoint presentation outlining the water and wastewater rate study, including projected operating costs, customer growth, and recommended rates. She recommended maintaining the existing water rates and increasing the monthly wastewater charge from $25.00 to $42.38.

   Councilmember Varlack inquired about the cost difference and the factors contributing to the proposed wastewater rate increase. It was clarified that the increase would apply equally to all customers, regardless of consumption. He also expressed concerns regarding meter accuracy and requested that information on reported meter failures be presented at a future City Council meeting.

   Consulting Engineer Dinh Ho explained that operating multiple smaller wastewater treatment plants results in higher overhead costs compared to operating a regional facility.

   Councilmember Hargroder inquired about potential grant funding for surface water projects and requested a copy of the presentation.

Mayor Kennedy asked about the number of customers included in the study. It was explained that the study used a baseline of 4,216 City customers and 1,988 MUD 55 connections, with an anticipated annual growth rate of 5%.

City Manager Tarron Richardson clarified the distinction between individual water meter issues and the functionality of the customer dashboard.

2. Discussion on the FY 2026-2027 City Budget, tax rate, and related matters.

Finance Director; Chris Thomas presented slides comparing proposed tax rate scenarios and their projected impact on future revenues, including scenarios based on tax rates of $0.50 and $0.52.

Councilmember Madariaga inquired about the potential for future tax rate decreases and the City's financial obligations.

Councilmember Murray expressed support for the $0.52 tax rate while acknowledging concerns about the financial impact on residents. She requested clear and detailed explanations outlining the reasons for the proposed increase and how the additional revenue would benefit the community.

Councilmember Varlack expressed concern about the combined financial impact of the proposed wastewater and property tax increases on residents. He suggested considering a part-time communications position or a shared staffing arrangement to improve public communication.

Councilmember Hargroder encouraged staff to consider using available park funds to begin planning for an inclusive park on donated land.

Councilmember Boyce emphasized the importance of clearly communicating how tax revenues are used and explaining the benefits residents receive from those funds.

Dr. Tarron Richardson requested that Councilmembers share frequently asked questions received from residents so staff could prepare responses for publication on the City's website.

Mayor Kennedy requested clarification regarding the estimated combined annual financial impact of the proposed increases on residents.

ADJOURNMENT

The worksession was adjourned at 7:06 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, August 31, 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 31st day of August 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
Councilmember Arnetta Murray
Councilmember Margaret Madariaga
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And Mayor Pro Tem Marquette Greene-Scott being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the meeting to order at 7:00 P.M.

INVOCATION
Councilmember Murray Prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS
There were no comments from the public.

The City Council recessed back into work session at 7:01 P.M. The City Council reconvened into open session at 7:09 P.M.

ITEMS FOR CONSIDERATION

1. Administer the Oath of Office to newly appointed Associate Judges.

   Judge Robert Barfield administered the Oath of Office to newly appointed Associate Judges Robin Burgess, Patton Ritter, Chris Gisentaner, and Dietrich Von Biedenfeld.

EXECUTIVE SESSION- 7:16 P.M.
Executive session in accordance with 551.071 and 551.087 of the Texas Gov't Code to deliberate and consult with attorney on the following:

2. Discuss matters regarding the Allied Development project.
3. Discuss CCN associated with the city's utility facilities for MUD 57.

POST EXECUTIVE SESSION- 8:13 P.M.

ITEMS FOR CONSIDERATION

4. Consideration and possible action on Executive Session matters.

   There was no action taken.

ADJOURNMENT

The meeting was adjourned at 8:13 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL WORKSESSION MINUTES

Wednesday, September 09, 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 9th day of September 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
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder (Arrived at 6:42 P.M.)

And none being absent, constituting a quorum at which time the following business was transacted.

TO ORDER
Mayor Kennedy called the worksession to order at 6:00 P.M.

CITIZEN COMMENTS
Les Hosey discussed the City's sign ordinance and provided a summary of the history of the Kia dealership's variance requests. At the January Planning and Zoning Commission meeting, the dealership requested a variance related to lighting requirements under the City's Dark Sky Ordinance. The Commission worked with the dealership and discussed allowing the lights to remain on until 8:00 p.m., followed by a low-light setting from 8:00 p.m. until 7:00 a.m. At the January City Council meeting, the Council approved a variance that differed from the recommendation provided by the Planning and Zoning Commission.

In March, the dealership requested an additional variance to allow a 30-foot monument sign, as well as a variance related to its Scrubway car wash. The Planning and Zoning Commission denied the variance request for the Scrubway car wash and recommended a maximum height of 16 feet for the Kia monument sign.

In April, a joint work session was held to discuss the sign ordinance as it pertained to commercial retail properties. During the discussion, it was agreed that 16 feet would be the maximum height for monument signs in commercial areas.

Mr. Hosey emphasized that several factors should be considered when evaluating a variance request. He noted that the dealership requested a 30-foot sign due to concerns that customers might miss the exit.

However, he pointed out that the Dubuque exit is located nearby and that the new overpass provides motorists with an opportunity to make a U-turn if necessary.

ITEMS FOR DISCUSSION

1. Discussion on the water and wastewater rate study.

Nelissa Heddin presented a PowerPoint presentation outlining an alternative water and wastewater rate structure developed in response to feedback from the previous presentation. The proposal would maintain existing water base charges, implement a slight increase in water consumption rates, and gradually increase monthly wastewater charges beginning in 2027. City Council discussed water conservation, the financial impact of the proposed rate adjustments on residents, and the need for adequate revenue to support utility operations, maintenance, and future infrastructure improvements. Staff also explained the financial limitations of maintaining current rates and the need for additional system capacity to accommodate future development.

2. Discussion regarding the City's sign ordinance and regulations pertaining to commercial monument signage.

City Engineer Dinh Ho reviewed previous discussions regarding commercial monument signs along the State Highway 288 corridor, including a proposed increase in allowable sign height. He explained that the previously discussed amendment had not been formally adopted and requested additional direction from City Council.

City Council discussed sign height, size, spacing, highway visibility, and signage standards in neighboring cities.

Councilmember Madariaga emphasized the importance of sign spacing and requested a comparison with signage at Manvel Town Center.

Councilmember Boyce suggested considering a sliding scale for sign sizes based on development size.

Councilmember Varlack recommended a phased approach and further coordination with the Planning and Zoning Commission.

Councilmember Hargroder recommended consulting with the City Attorney regarding standards based on business type and considering roadway speed limits and sign spacing when determining allowable sign dimensions.

ADJOURNMENT

The worksession was adjourned at 7:09 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Wednesday, September 09, 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 9th day of September 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 7:00 P.M. The meeting was recessed at 7:00 P.M. and reconvened at 7:09 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation- IT Professionals Day
   Mayor Kennedy read the IT Professionals Day Proclamation aloud and presented the proclamation to Bibin George, IT Director.
2. Proclamation- Finance & Accounting Appreciation Week
   Mayor Kennedy read the Finance & Accounting Appreciation Week Proclamation aloud and presented the proclamation to Chris Thomas, Finance Director, and Amber Yaws and Sandy Riley, Accountants.

CITIZEN COMMENTS

Les Hosey, 4019 Kelley, spoke regarding the proposed tax rate and expressed concern about the potential increase and its financial impact on homeowners. He also questioned the timing of the publication of the proposed tax rate and urged the City Council to reduce spending and consider the financial hardships affecting residents.

PUBLIC HEARINGS

3. Hold a public hearing on the proposed city budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $444,520 (OR 6.13%), AND OF THAT AMOUNT $704,001 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Mayor Kennedy opened the public hearing at 7:22 P.M. on the proposed city budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $444,520 (OR 6.13%), AND OF THAT AMOUNT $704,001 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR**

Councilmember Hargroder discussed clarification regarding the proposed budget and tax rate. She emphasized the City Council's direction to maintain the final tax rate as close to the current rate as possible or lower.

Finance Director Chris Thomas explained that the previously proposed $0.54 tax rate was intended to provide flexibility during the budget preparation process and that the budget was developed using a $0.52 tax rate.

Councilmember Boyce thanked the Finance Department for its work in preparing the budget and requested clarification regarding the annual household impact of the proposed tax rate.

Councilmember Varlack asked whether the City would experience a budget shortfall without an adjustment to the tax rate.

Mayor Kennedy closed the public hearing at 7:24 P.M

ITEMS FOR CONSIDERATION

4. Announce the date, time, and place of the meeting at which the City Council will vote on the proposed tax rate.

   Monday, September 21, 2026; 7:00 PM; Iowa Colony City Hall Council Chambers

Mayor Kennedy announced that the City Council will consider and vote on the proposed tax rate at its meeting on Monday, September 21, 2026, at 7:00 P.M. in the Iowa Colony City Hall Council Chambers.

ADJOURNMENT
The meeting was adjourned at 7:31 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____	_____
Kayleen Rosser, City Secretary	Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Monday, September 21, 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 21st day of September 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
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 6:00 P.M

CITIZEN COMMENTS
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Introduction of new staff members.

   Chief Bell introduced two new patrol Officers, Robert Butler, and Olajuwon Quarles. The City Secretary Kayleen Rosser introduced Daisy Mata as the new Administrative Assistant.

   Mayor Kennedy welcomed the new employees.

2. Discussion on the high-water usage adjustment policy.

   Matt Brown with SI Environmental explained that staff investigate high bills by checking leaks, testing meter accuracy, and reviewing prior usage. If a meter is inaccurate, it may be replaced and the bill adjusted using comparable prior year usage.

   Councilmember Varlack described his own experience with a very high bill and asked how residents could easily challenge billings they are concerned with. He suggested providing residents with clearer information about complaint trends and resolution options.

Councilmember Boyce asked about response time for re-reads and leak investigation.

Mayor Kennedy asked which meter types were being used and when the report had been provided.

Dinh Ho consulting Engineer with Adico Consulting Engineering, confirmed the report had been sent the prior week to him and the City Manager.

Councilmember Hargroder asked whether the payment-related calls category could be clarified to help distinguish routine calls from billing concerns.

3. Discussion and update from Performance Services regarding the AV Water Tech customer portal.

   Mark Ford with Performance Services reported that the portal was about 90% complete, with a target of launch of January 1, 2027. Remaining work includes user testing, training, and verifying meter and radio data. He agreed to provide the remaining work, coordinate weekly with the project team, and return with monthly updates. One year of the accuracy testing was scheduled to begin the following Tuesday and was expected to take two to three weeks.

   Mayor Kennedy requested a list of remaining work and monthly status updates so council could track progress toward the launch date.

   Mayor Pro Tem Greene-Scott mentioned residents had expected to monitor water use and receive leak notification and expressed disappointment that the portal was not yet available.

   Councilmember Madariaga asked if residents could view usage and receive alerts and asked what sensors were installed. She was advised that an updated sensors list would be provided.

   Councilmember Varlack asked about the 98.5%-meter accuracy standard calculated and raised concerns about how the figure would be communicated to residents. He suggested providing residents with guidance on keeping meter areas clear.

   City Manager Tarron Richardson asked about the distinction between the delivery meter hardware and the delayed software to be made clear.

   Councilmember Hargroder asked about the technical difficulties and requested information about whether those issues were common in the industry. She was advised there would be a follow up and monthly updates would be provided.

ADJOURNMENT
The meeting was adjourned at 6:51 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, September 21, 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 21st day of September 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 order at 7:00 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation- Breast Cancer Awareness Month

   Mayor Kennedy read the Breast Cancer Awareness Proclamation aloud.

2. Proclamation- Fire Prevention Week

   Mayor Kennedy read the Frie Prevention Week Proclamation aloud.

3. Proclamation- Domestic Violence Awareness and Prevention Month

   Mayor Kennedy read the Domestic Violence Awareness and Prevention Month Proclamation aloud.

CITIZEN COMMENTS

Laura Robertson is the Executive Director of The Mountain, an organization serving all of Brazoria County. The organization operates a diaper bank and food bank, including a food pantry called The Well, located outside the church on Masters Road. A community garden is also located behind the church, while the administrative offices and diaper bank are based in Pearland. The Mountain maintains a Facebook page and a website where additional information about its programs and services can be found.

PUBLIC HEARINGS

4. Hold a public hearing on the proposed tax rate of $0.540000 per $100 of valuation for the Fiscal Year 2026-2027 (2026 tax year).

   Mayor Kennedy opened the public hearing at 7:16 P.M. Finance Director Chris Thomas stated this budget was built based on a $0.52 tax rate. Mayor Kennedy closed the public hearing at 7:17 P.M.

5. Hold a public hearing to consider annexing the following property:

   A tract of land containing approximately 3.639 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516, and the H.T. & B.R.R. Company Survey, Lot 68, Abstract Number 561, in Brazoria County, Texas; said 3.639 acre tract being a portion of a recognized 60-feet wide Right-of-Way (R.O.W.) known as County Road 81 (Bullard Road), all of a call 0.871 acre tract, all of a call 0.498 acre tract and all of a call 0.478 acre tract, all recorded in the name of Brazoria County, Texas in File Numbers 2026005380, 2026004131 and 2026044481 of the Official Public Records of Brazoria County (O.P.R.B.C.)

   Mayor Kennedy opened the public hearing at 7:19 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:19 P.M.

6. Hold a public hearing to consider annexing the following property:

   A tract of land containing approximately l.018 acres of land located in the William Hall Survey, Abstract number 713 in Brazoria County. Texas; said 1.018-acre tract being a portion of a call 71.697-acre tract styled as Tract l 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.).

   A tract of land containing approximately 0.065 acre of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; said 0.065-acre tract being 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 Official Records of Fort Bend County (O.R.F.B.C.).

   Mayor Kennedy opened the public hearing at 7:19 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:20 P.M.

COUNCIL COMMENTS

Mayor Pro Tem Greene-Scott thanked everyone for their attendance. She stated that the budget was taken very seriously and discussed thoroughly in workshops and meetings.

Councilmember Murray invited everyone to attend the 5K Breast Cancer walk at Caffey Middle School on October 3rd.

Mayor Kennedy provided reason for wearing a Manvel football jersey at the meeting as it was due to a lost wager. He thanked staff for the FAQ being put on the city website. He reminded everyone of National

Night Out coming up. He also notified every one of the Hispanic Heritage Festival on October 7th from 8 P.M.

Councilmember Varlack thanked everyone for attendance. He reemphasized the upcoming National Night out event.

Councilmember Boyce mentioned he was happy to see everyone. He recognized the City Manager and stated that the budget was a long though out process.

Councilmember Hargroder thanked those in attendance. She also mentioned National Night Out event and stated she hopes to see alof of residents in attendance.

STAFF REPORTS

7. Building Official/Fire Marshal Monthly Report
8. Public Works Monthly Report
9. Police Department Monthly Report
10. Municipal Court Monthly Report
11. City Engineer's Monthly Report
12. Finance Monthly Reports
13. Technology Department Monthly Report
14. Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION- 7:44 P.M.
Executive session in accordance with 551.071 and 551.087 of the Texas Gov't Code to deliberate and consult with attorney on the following:

15. Discussion on economic development related to the Crystal Center Entertainment District.

POST EXECUTIVE SESSION- 8:31 P.M.

ITEMS FOR CONSIDERATION

16. Consideration and possible action on Executive Session matters.

    There was no action taken.

17. Consideration and possible action on an Ordinance adopting the FY 2026-27 City Budget.

    Motion made by Councilmember Varlack to approve an ordinance adopting the City of Iowa Colony Fiscal Year 2026-2027 Budget on first and final reading by roll call vote, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the Ordinance caption aloud. The City Secretary took a roll call vote.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

18. Consideration and possible action to ratify the property tax revenue increase reflected in the budget by a roll call vote.

    Motion made by Councilmember Boyce to approve and ratify the property tax revenue increase reflected in the Fiscal Year 2026-2027 Budget, as required by Texas Local Government Code Section 102.007, by roll call vote., Seconded by Councilmember Varlack. The City Secretary

took a roll call vote.
Voting Yea: Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga
Voting Nay: Councilmember Murray

19. Consideration and possible action on an Ordinance setting the property tax rate for 2026.

    Motion made by Mayor Pro Tem Greene-Scott that the property tax rate increased by the adoption of a tax rate of $0.52000, which is effectively a 0.15 percent increase in the tax rate by roll call vote, Seconded by Councilmember Boyce. The City Secretary read the Ordinance caption aloud. The City Secretary took a roll call vote.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

20. Consideration and possible action on an Ordinance annexing Bullard Parkway.

    Motion made by Councilmember Hargroder to approve the annexation of the applicable portion of County Road 81 (Bullard Parkway), as authorized by Section 43.1055, of the Texas Local Government Code, 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

21. Consideration and possible action on an Ordinance annexing Caldwell Ranch Boulevard.

    Motion made by Mayor Pro Tem Greene-Scott to approve the annexation of approximately 1.018 acres of land, as authorized by Section 43.0671 of the Texas Local Government Code., Seconded by Councilmember Hargroder. 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

22. Consideration and possible action to cast votes for candidates for Places 1, 2, 3, and 4 on the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool.

    Motion made by Councilmember Hargroder to authorize and approve the City's official ballot for the election of Corby Alexander to Place 3 and Austin Bleess to Place 4 of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, 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

23. Consideration and possible action on a Resolution awarding a depository services contract to First Liberty Bank and authorizing the City Finance Director to execute the contract and all necessary agreements.

    Motion made by Mayor Pro Tem Greene-Scott to approve the designation of First Liberty Bank as the City’s primary depository for City funds, pursuant to Chapter 105 of the Texas Local Government Code, based on the determination that First Liberty Bank has provided the most advantageous terms to the City, Seconded by Councilmember Hargroder.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

24. Consideration and possible action on an agreement between the City of Iowa Colony, Undine Texas Environmental, LLC, and Brazoria County Municipal Utility District No. 57.

    Motion made by Councilmember Hargroder to approve the agreement with Undine for the decertification of its Certificate of Convenience and Necessity service area located within the City of Iowa Colony's boundaries, authorize the appropriate City officials to execute the agreement and any necessary related documents, and authorize City staff to proceed with the applicable filing and regulatory process before the Public Utility Commission under Texas Water Code § 13.255. , Seconded by Councilmember Murray.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

CONSENT AGENDA

Motion made by Mayor Kennedy to approve the con sent items as presented minus item no. 29, Seconded by Councilmember Murray.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Madariaga

25. Consider approval of the amended May 18, 2026 City Council meeting minutes.
26. Consider approval of the June 15, 2026 amended City Council meeting minutes.
27. Consider approval of the July 8, 2026 amended City Council meeting minutes.
28. Consider approval of the July 20, 2026 City Council worksession minutes.
29. Consider approval of the August 5, 2026 City Council worksession minutes.
30. Consider approval of the August 13, 2026 City Council meeting minutes.
31. Consider approval of the August 17, 2026 City Council worksession minutes.
32. Consider approval of the August 17, 2026 City Council meeting minutes.
33. Consider approval of the Ellwood Detention Reserve D Final Plat.

ADJOURNMENT

The meeting was adjourned at 8:58 P.M.

APPROVED THIS 19TH DAY OF OCTOBER 2026

_____
Kayleen Rosser, City Secretary

_____
Wil Kennedy, Mayor

ADICO
CONSULTING ENGINEERS

Monday, September 28, 2026

Mary M. McKenzie
Hovis Surveying Company, Inc.
5000 Cabbage St.
Spring, TX 77379
mmckenzie@hovis-surveying.com

Re: Apollo CR 57 Preliminary Plat
+/-3.809 acres out of the William Pettus Survey, Abstract No. 714, City of Iowa Colony, Brazoria County, Texas
Letter of Recommendation to Approve
COIC Project No. 8627
Adico, LLC Project No. 710-26-002-045

Dear Ms. McKenzie:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Apollo CR 57 Preliminary Plat, being +/- 3.809 acres out of the William Pettus survey, Abstract No. 714, City of Iowa Colony, Brazoria County, Texas, received on or about September 28, 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 September 28, 2026. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, September 29, 2026, for consideration at the October 6, Planning and Zoning meeting. Upon Planning and Zoning Commission action, the plat will be placed on the agenda for the October 19, 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: File No. 710-26-002-045

APPROVED, ADICO, LLC, 09282026

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°35'30" E	50.00'
L2	S 48°03'29" E	21.08'

CORREIA HOLDINGS, INC.
CALLED 19.511 ACRES
B.C.C.F. NO. 2007019024

BAYOU RIFLES, INC.
CALLED 28.1869 ACRES
B.C.C.F. NO. 97-002566

CHAIN LINK FENCE
BARBED WIRE FENCE
EXISTING WATER LINE
OPEN DITCH
24" STORM
CONCRETE
GRAVEL
ASPHALT
FH
WV
GP
PP
DG
GPLM
FOCM
PB
BWF

COUNTY ROAD 57 (60' R.O.W. AS MONUMENTED)
(CALLED 50' R.O.W.) VOLUME 3, PAGE 128 B.C.P.R.

CEDAR RAPIDS PARKWAY (COUNTY ROAD 57) (VARIABLE WIDTH R.O.W.)

THIS 0.5528 OF ONE ACRE
OR 24,081 SQ.FT. IS
HEREBY DEDICATED TO THE
PUBLIC FOR R.O.W. PURPOSES

POINT OF BEGINNING
SET 5/8" I.R. W/CAP
X=3,097,471.40
Y=13,729,451.30

COMMENCING POINT
SET 5/8" I.R. W/CAP
X=3,097,914.15
Y=13,729,477.67

SET 5/8" I.R. W/CAP

N 86°35'30" E 443.60'
N 86°35'30" E 398.60'
S 86°35'30" W 441.20'
409.18'
S 03°26'30" W 375.00'
345.00'
S 03°04'29" E 375.01'
S 02°42'28" E 330.03'
S 03°04'29" E 904.95'
120.00'
32.01'
29.90'
50.00'
30.00'
60'
25' BUILDING LINE
B.C.C.F. NO. 2025040392

SET 5/8" I.R. W/CAP
X=3,097,493.90
Y=13,729,077.03

SET 5/8" I.R. W/CAP
X=3,097,934.26
Y=13,729,103.26

FND. 5/8" I.R. W/CAP

PROPOSED AMES BOULEVARD
EXTENSION CALLED 2.5391 ACRES

AMES BOULEVARD

40' ROAD EASEMENT
VOL. 3, PAGE 128
P.R.B.C.

BLOCK 1

RESTRICTED RESERVE "A"
(RESTRICTED TO COMMERCIAL USE)
3.2557 ACRES, 141,818 SQ.FT.

RESTRICTED RESERVE "E"

RESTRICTED RESERVE "F"

15' SHERDY PIPELINE EASEMENT
B.C.C.F. NO. 2021064521
10' SHERDY ACCESS EASEMENT
B.C.C.F. NO. 2021064517

16' UTILITY EASEMENT
B.C.C.F. NO. 2025040392

FINAL PLAT OF
CALDWELL CROSSING
SECTION 4
B.C.C.F. NO. 2025040392

WILLIAM PETTUS SURVEY
ABSTRACT NO. 714

H.T.&B.R.R. COMPANY SURVEY
SECTION 57, ABSTRACT NO. 280

CALLED 24.875 ACRES
B.C.C.F. NO. 2006049811

WEST LINE OF
CALLED 24.875 ACRES

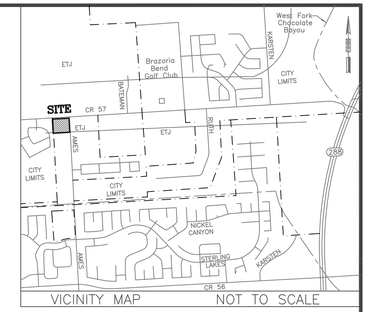
EAST LINE OF
CALLED 28.215 ACRES

REMAINDER OF
CALLED 28.215 ACRES
B.C.C.F. NO. 2003011501

PORTION OF
LOTS 57 & 58
EMIGRATION LAND
COMPANY SUBDIVISION
VOL. 3, PG. 128, P.R.B.C.

WELL SHED

SPIGOT



VICINITY MAP NOT TO SCALE

LEGEND:

A.E. = AERIAL EASEMENT
B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.L. = BUILDING LINE
BWF = BARBED WIRE FENCE
CR = COUNTY ROAD
DG = DOWN GUY
DOC. = DOCUMENT
EP = ELECTRIC PANEL
F.C. = FILM CODE
FH = FIRE HYDRANT
FND. = FOUND
FOCM = FIBER OPTIC CABLE MARKER
GP = GATE POST
GPLM = GAS PIPELINE MARKER
GV = GAS VALVE
I.R. = IRON ROD
I.P. = IRON PIPE
NO. = NUMBER
NOS. = NUMBERS
O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
PB = PULL BOX
PGS. = PAGES
PP = POWER POLE
P.R.B.C. = PLAT RECORDS BRAZORIA COUNTY
PRF = PIPE RAIL FENCE
R = RAMP
R.O.W. = RIGHT-OF-WAY
SQ.FT. = SQUARE FEET
S.S.E. = SANITARY SEWER EASEMENT
STM. S.E. = STORM SEWER EASEMENT
U.E. = UTILITY EASEMENT
VOL. = VOLUME
W.L.E. = WATER EASEMENT
WT = WELL TANK
WV = WATER VALVE
WW = WATER WELL
W/CAP = WITH CAP

0 30 60 90

SCALE: 1" = 30'

PRELIMINARY PLAT
APOLLO CR 57

A SUBDIVISION OF 3.8085 ACRES OF LAND BEING A PARTIAL REPLAT REPLAT OF LOT 58 OF EMIGRATION LAND COMPANY SUBDIVISION, VOLUME 3, PAGES 128 P.R.B.C. SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO 714, CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

OWNER:
CEDAR RAPIDS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
17819 STUEBNER AIRLINE, SUITE D
SPRING, TEXAS 77379
281-251-2203

PREPARED BY:

HOVIS SURVEYING COMPANY

Land Surveys - Computer Mapping
Acreage - Residential - Industrial - Commercial
5000 Cabbage - Spring, Texas 77379
(281) 320-9591 hovis@hovissurveying.com
Texas Firm Registration No. 10030400

DATE: SEPTEMBER 22, 2026 SCALE: 1" = 30' JOB NO. 25-081-00

2508100A.DWG

APPROVED, ADICO, LLC, 09282026

STATE OF TEXAS

COUNTY OF BRAZORIA

We, Cedar Rapids, LLC, a Texas limited liability company, acting by and through Salim Charolia, Manager, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 3.8085 acre tract described in the above and foregoing map of APOLLO CR 57, 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 Cedar Rapids, LLC, a Texas limited liability company, has caused these presents to be signed by Salim Charolia, its Manager, thereunto authorized, this ____ day of _____, 2026.

Cedar Rapids, LLC, a Texas limited liability company

By:_____
Salim Charolia, Manager

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Salim Charolia, 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 _____, 2026

_____
Notary Public in and for the State of Texas

Print Name:_____

My Commission expires:

I, Harry H. Hovis IV, 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 accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) 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; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

STATE OF TEXAS
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Harry H. Hovis IV
Texas Registration No. 4827

This plat is hereby approved by the City of Iowa Colony City Engineer, this ____ day of _____, 2026.

_____
Dinh V Ho, P.E.

This plat is hereby approved by the City of Iowa Colony Planning Commission, this ____, day of _____, 2026.

David Hurst Chairman	Demond Woods Member
Brenda Dillon Member	Terry Hayes Member
Lee Hosey Member	Robert Wall Member

This plat is hereby approved by the City of Iowa Colony City Council, this ____, day of _____, 2026.

Wil Kennedy Mayor	Margaret Madariaga Council Position 1
Arnetta Hicks-Murray Council Position 2	Marquette Greene-Scott Council Position 3
Timothy Varlack Council District A	Kareem Boyce Council District B
Sydney Hargroder Council District C	

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

Note: Project Field Startup will start within 365 calendar days from date hereon shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. #_____

DESCRIPTION
APOLLO CR 57

3.8085 acres of land situated in the William Pettus Survey, Abstract Number 714, Brazoria County, Texas, being all of that certain called 3.8085 acre of land described in deed and recorded in the Official Public Records of Real Property of Brazoria County, Texas, under County Clerk's File Number 2026005344, also being a portion of that certain Lot 58 of the Emigration Land Company Subdivision, a subdivision as shown on map or plat recorded under Volume 3, Page 128 of the Plat Records of Brazoria County, Texas, said 3.8085 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap set in the Southerly right-of-way line of County Road 57 (variable width right-of-way) for the Northwesterly corner of that certain called 28.215 acres of land described in deed and recorded in the Official Public Records of Real Property of Brazoria County, Texas, under County Clerk's File Number 2003071501;

Thence, N 86°35'30" E, along the Southerly right-of-way line of said County Road 57, a distance of 50.00 feet to a 5/8 inch iron rod with cap set for the Northwesterly corner of said 3.8085 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, N 86°35'30" E, continuing along the Southerly right-of-way line of said County Road 57, a distance of 443.60 feet to a 5/8 inch iron rod with cap set in the Westerly line of that certain called 24.875 acres of land described in deed and recorded in the Official Public Records of Real Property of Brazoria County, Texas, under County Clerk's File Number 2006049811;

Thence, S 03°04'29" E, along the Westerly line of said 24.875 acre tract, a distance of 375.01 feet to a 5/8 inch iron rod with cap set for corner, from which a 5/8 inch iron rod with cap found for the Southwesterly corner of said 24.875 acre tract bears S 03°04'29" E, 904.95 feet;

Thence, S 86°35'30" W, along the Southerly line of said 3.8085 acre tract, a distance of 441.20 feet to a 5/8 inch iron rod with cap set for the Southwesterly corner of said 3.8085 acre tract;

Thence, N 03°26'30" W, along the Westerly line of said 3.8085 acre tract, being 50 feet parallel and East of the Westerly line of said 28.215 acre tract, a distance of 375.00 feet to the POINT OF BEGINNING and containing 3.8085 acres of land.

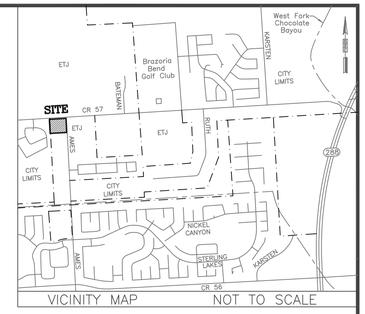
BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

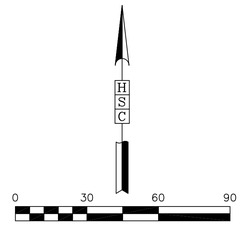
NOTES

1. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204).
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: 0.999865342.
3. This tract of land lies within Unshaded Zone "X", Areas determined to be outside the 500-year Floodplain as designated on The National Flood Program – Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Map Number 48039C0105K, Community Panel Number 485458 0105 K, dated December 30, 2020.
4. This tract lies within the Extra-Territorial Jurisdiction of the City of Iowa Colony and is subject to its Code of Ordinances.
5. Survey monuments shall be set to the Standards of the Texas Society of Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Engineers and Land Surveyors and shall bear reference caps as indicated stamped HOVIS.
6. Absent written authorization by the affected utilities, all CenterPoint Energy and City of Iowa Colony utility easements must be unobstructed by the property owner. Any unauthorized improvements or obstructions may be removed by the utility company at the property owner's expense.
7. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time.
8. Subject to the Declaration of Maintenance Covenant for Stormwater Structural Controls & Continued Maintenance of Drainage & Detention Facilities recorded under B.C.C.F. No. 2026033543.
9. Subject to the Declaration of Maintenance Covenant for Stormwater Structural Controls & Continued Maintenance of Drainage & Detention Facilities recorded under B.C.C.F. No. 2026033544.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5
FINAL PLAT AND CONSTRUCTION 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. Within master planned communities, slab elevation (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 the 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 will be maintained by the property owners and/or business owners; provided, however, any governmental entity shall 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 within 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 __%. 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 hereon, 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 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 & 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 Number" affixed 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 across 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 the date shown hereon. Continuous and reasonable Field Site Work is expected. See Brazoria County Drainage District 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.





PRELIMINARY PLAT
APOLLO CR 57

A SUBDIVISION OF 3.8085 ACRES OF LAND BEING A PARTIAL REPLAT REPLAT OF LOT 58 OF EMIGRATION LAND COMPANY SUBDIVISION, VOLUME 3, PAGES 128 P.R.B.C. SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO 714, CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

OWNER:
CEDAR RAPIDS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
17819 STUEBNER AIRLINE, SUITE D
SPRING, TEXAS 77379
281-251-2203

PREPARED BY:

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
Acreage – Residential – Industrial – Commercial
5000 Cabbage – Spring, Texas 77379
(281) 320-9591 hovis@hovissurveying.com
Texas Firm Registration No. 10030400

DATE: SEPTEMBER 22, 2026 SCALE: 1" = 30' JOB NO. 25-081-00

SHEET 2 OF 2

2508100A.DWG

ADICO
CONSULTING ENGINEERS

Monday, September 28, 2026

Michael Turzillo
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
mturzillo@ehra.team

Re: Ellwood Dubuque Parkway Street Dedication Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 8625
Adico, LLC Project No. 710-26-002-044

Dear Mr. Turzillo:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the Ellwood Dubuque Parkway Street Dedication Preliminary Plat, received on or about September 24, 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 September 28, 2026. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, September 29, 2026, for consideration at the October 6, Planning and Zoning meeting. Upon Planning and Zoning Commission action, the plat will be placed on the agenda for the October 19, 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: Rachel Patterson
Kayleen Rosser
File: 710-26-002-044

APPROVED, ADICO, LLC, 09282026

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. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0120K, dated December 30, 2020, the property lies within Zone AE and Shaded Zone X.

   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.
4. B.C.C.F. indicates Brazoria County Clerk's File.
   B.C.D.R. indicates Brazoria County Deed Records.
   B.L. indicates Building Line.
   D.E. indicates Drainage Easement.
   E.A.E. indicates Emergency Access Easement.
   M.H. indicates Manhole.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.P. indicates Power Pole.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   S.S.C. indicates Sanitary Sewer Control.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   ⌇ indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 57, and Brazoria County Drainage District #5.
6. 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.
7. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09 and as amended.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. Final Plats are subject to the conditions and approval of the General Plan and adjacent plats.
13. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for street right-of-way purposes and the fee title there shall revert to and revest in the dedicator, his heirs, assigns, or successors.

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
DAVENPORT PARKWAY STREET DEDICATION	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.36 AC.
ELLWOOD DETENTION RESERVE 'E PHASE 1'	0.96 AC.
ELLWOOD DETENTION RESERVE 'E PHASE 2'	1.69 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD DETENTION RESERVE 'H'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 4 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 5 STREET DEDICATION	0.00 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
ELLWOOD SECTION 1B AMENDING PLAT (0 LOTS)	0.04 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
ELLWOOD SECTION 3A (38 LOTS)	0.42 AC.
ELLWOOD SECTION 3B (39 LOTS)	0.00 AC.
ELLWOOD SECTION 4A (67 LOTS)	0.45 AC.
ELLWOOD SECTION 4B (54 LOTS)	0.66 AC.
ELLWOOD SECTION 5 (74 LOTS)	1.52 AC.
ELLWOOD SECTION 6 (54 LOTS)	0.30 AC.
ELLWOOD SECTION 7 (47 LOTS)	0.00 AC.
ELLWOOD DUBUQUE PARKWAY STREET DEDICATION	0.00 AC.
TOTAL	12.18 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 491 LOTS	9.09 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

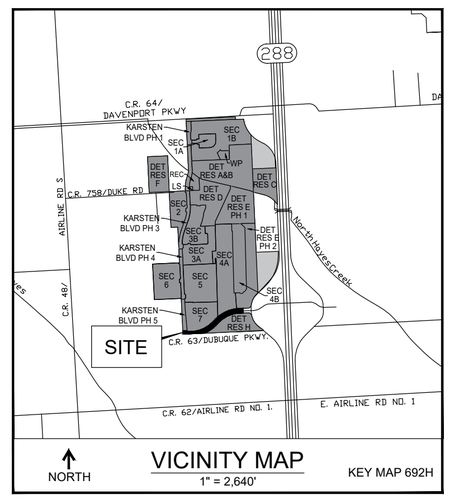
2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

LAND USE TABLE

PLAT	SF - 60's	SF - 50's	COMM.	INST.	ARTERIALS & COLLECTORS	PARKS & OPEN SPACE	TOTAL
BCMUD NO. 57 LIFT STATION NO. 3	-	-	-	0.18 AC.	-	-	**0.18 AC.**
BCMUD NO. 57 WATER PLANT	-	-	-	1.34 AC.	-	-	**1.34 AC.**
DAVENPORT PKWY. ST. DEDICATION	-	-	-	-	1.48 AC.	-	**1.48 AC.**
ELLWOOD RECREATION RESERVE	-	-	-	-	-	1.77 AC.	**1.77 AC.**
ELLWOOD DETENTION RESERVES 'A' AND 'B'	-	-	-	-	-	24.76 AC.	**24.76 AC.**
ELLWOOD DETENTION RESERVE 'C'	-	-	9.11 AC.	-	-	-	**9.11 AC.**
ELLWOOD DETENTION RESERVE 'D'	-	-	-	-	-	15.10 AC.	**15.10 AC.**
ELLWOOD DETENTION RESERVE 'E' PH 1	-	-	-	-	-	15.29 AC.	**15.29 AC.**
ELLWOOD DETENTION RESERVE 'E' PH 2'	-	-	-	-	-	14.12 AC.	**14.12 AC.**
ELLWOOD DETENTION RESERVE 'F'	-	-	-	-	0.46 AC.	9.55 AC.	**10.01 AC.**
ELLWOOD DETENTION RESERVE 'H'	-	-	-	-	-	9.33 AC.	**9.33 AC.**
ELLWOOD KARSTEN BLVD. PH. 1 ST. DEDICATION	-	-	-	-	1.58 AC.	-	**1.58 AC.**
ELLWOOD KARSTEN BLVD. PH. 2 ST. DEDICATION	-	-	-	-	2.12 AC.	0.34 AC.	**2.46 AC.**
ELLWOOD KARSTEN BLVD. PH. 3 ST. DEDICATION	-	-	-	-	2.82 AC.	0.03 AC.	**2.85 AC.**
ELLWOOD KARSTEN BLVD. PH. 4 ST. DEDICATION	-	-	-	-	2.39 AC.	0.04 AC.	**2.43 AC.**
ELLWOOD KARSTEN BLVD. PH. 5 ST. DEDICATION	-	-	-	-	1.56 AC.	0.09 AC.	**1.65 AC.**
ELLWOOD SECTION 1A	0.44 AC.	1.72 AC.	-	-	-	1.29 AC.	**3.45 AC.**
ELLWOOD SECTION 1B	3.89 AC.	11.35 AC.	-	-	-	7.58 AC.	**22.82 AC.**
ELLWOOD SECTION 1B AMENDING PLAT	-	-	-	-	-	0.04 AC.	**0.04 AC.**
ELLWOOD SECTION 2	-	4.82 AC.	-	-	-	3.40 AC.	**8.22 AC.**
ELLWOOD SECTION 3A	7.86 AC.	-	-	-	-	3.03 AC.	**10.89 AC.**
ELLWOOD SECTION 3B	7.92 AC.	-	-	-	-	2.08 AC.	**10.00 AC.**
ELLWOOD SECTION 4A	7.98 AC.	4.53 AC	-	-	-	8.54 AC.	**21.05 AC.**
ELLWOOD SECTION 4B	9.69 AC.	2.12 AC	-	-	-	0.66 AC.	**12.47 AC.**
ELLWOOD SECTION 5	-	15.29 AC	-	-	-	1.95 AC.	**17.24 AC.**
ELLWOOD SECTION 6	-	8.90 AC	-	-	-	4.47 AC.	**13.37 AC.**
ELLWOOD SECTION 7	-	10.19 AC	-	-	-	1.00 AC.	**11.19 AC.**
ELLWOOD DUBUQUE PARKWAY ST. DEDICATION	-	-	-	-	3.99 AC.	-	**3.99 AC.**
TOTAL	**37.78 AC. (15.2%)**	**58.92 AC. (23.7%)**	**9.11 AC. (3.7%)**	**1.52 AC. (0.6%)**	**16.40 AC. (6.6%)**	**124.46 AC. (50.1%)**	**248.19 AC. (100%)**

1) THIS TABLE TABULATES THE LAND USES WITHIN EACH PLAT FOR ZONING PURPOSES, NOT THE PERMITTED USES WITHIN EACH LAND USE.

2) THIS TABLE INCLUDES ALL PRELIMINARY PLATS SUBMITTED AT THIS TIME.

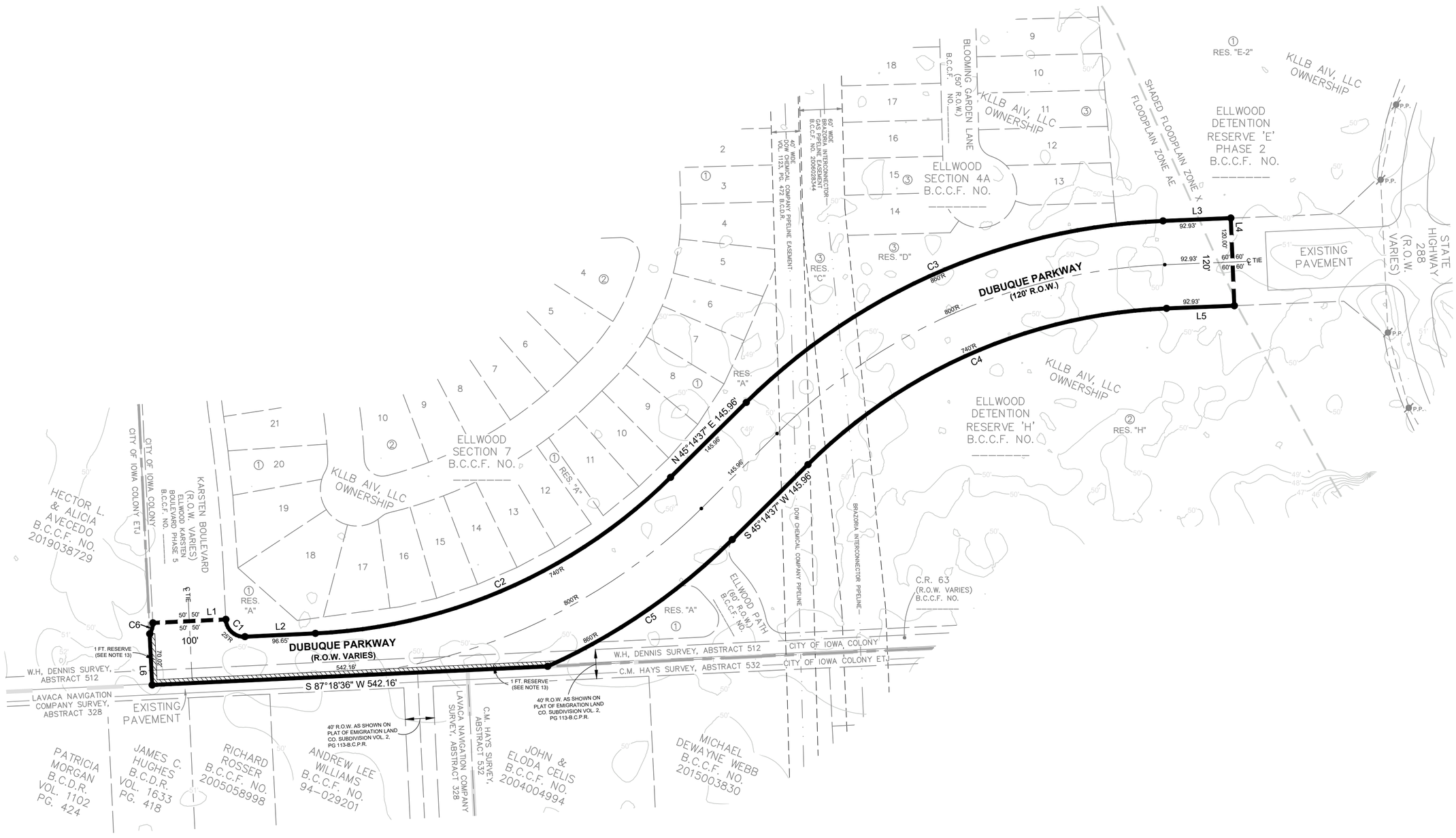


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°14'55" E	100.00'
L2	N 87°18'36" E	96.65'
L3	N 87°40'46" E	92.93'
L4	S 02°19'14" E	120.00'
L5	S 87°40'46" W	92.93'
L6	N 02°45'05" W	70.02'

CURVE TABLE

CURVE	RADIUS	BEARING	CHORD	LENGTH
C1	25.00'	S 47°43'15" E	35.34'	39.24'
C2	740.00'	N 66°16'36" E	531.19'	543.31'
C3	860.00'	N 66°27'41" E	622.50'	636.96'
C4	740.00'	S 66°27'41" W	535.64'	548.08'
C5	860.00'	S 55°30'44" W	306.62'	308.27'
C6	25.00'	N 15°52'04" E	15.66'	15.93'



OWNER CONTACT INFORMATION
KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

BENCHMARK(S):

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

0' 50' 100' 200'
SCALE: 1"=100'

NORTH

Ellwood Dubuque Parkway Street Dedication Preliminary Plat

Being a subdivision of 3.99 acres out of the W. H. Dennis Survey, A-512, in the City of Iowa Colony, Brazoria County, Texas.

Owner: KLLB AIV, LLC, a Texas Limited Partnership

August 17, 2026

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE No. F - 726
TBPLS No. 10092300

EHRA JOB NO. 221-022-107

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

P:\221-022-107\Plat\PPLAT\Ellwood Dubuque Pkwy Street Ded_PPlat 20260817 Rev.dwg Sep 28, 2026-1:33pm Edited by: wmohamad

ADICO
CONSULTING ENGINEERS

Monday, September 28, 2026

Kailtin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Karsten Boulevard Phase 4 Final Plat
Letter of Recommendation to Approve
COIC Project No. 8634
Adico, LLC Project No. 710-26-002-046

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal of the Ellwood Karsten Boulevard Phase 4 Final Plat, being +/-2.434 acres out of the W.H. Dennis Survey, A-512, located in the City of Iowa Colony, received on or about September 9, 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 final plat as resubmitted on August 9, 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, September 29, 2026, for consideration at the Tuesday, October 6, 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: 710-26-002-046

E4742

APPROVED, ADICO, LLC, 09282026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD KARSTEN BOULEVARD PHASE 4, do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware 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, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _____, 2026.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY:_____
Print Name Tricia Tiernan
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, 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, 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 Arizona
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.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

_____
Charles Jurica, Registered Professional Land Surveyor
Texas Registration No. 6696

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

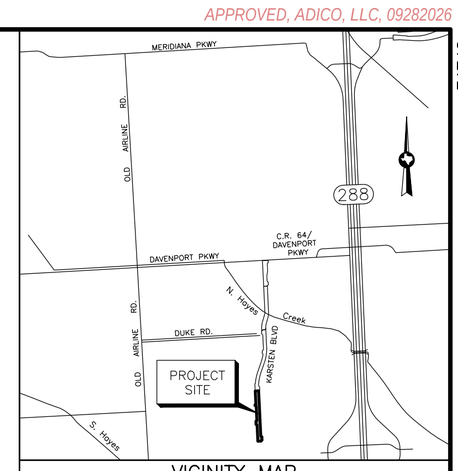
Lee Walden, P.E., President — Date	Kerry L. Osburn, Vice President — Date
Brandon Middleton, Secretary/Treasurer — Date	Dinh V. Ho, P.E., District Engineer — Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 ID# 702–26–002–024

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
Wil Kennedy, Mayor	David Hurst, Chairman Planning and Zoning Commission
Margaret Madariaga, Council Member	Les Hosey Planning and Zoning Commission Member
Arnetta Hicks–Murray, Council Member	Brenda Dillon Planning and Zoning Commission Member
Marquette Greene–Scott, Council Member	Terry Hayes Planning and Zoning Commission Member
Tim Varlack, Council Member	Robert Wall Planning and Zoning Commission Member
Sydney Hargroder, Council Member	Demond Woods Planning and Zoning Commission Member
Kareem Boyce, Council Member	Date
Dinh Ho, P.E., City Engineer	
Date	



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S

BENCHMARK(S):

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

METES AND BOUNDS DESCRIPTION
ELLWOOD KARSTEN BOULEVARD PHASE 4
BEING A 2.434 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 2.434 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND BEING PART OF LOT 454 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), SAID 2.434 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING a 5/8–inch capped iron rod stamped "Baker & Lawson" called for and found for the northeasterly corner of Tract 453 of said Emigration Land Co. Subdivision, being in the southerly line of Tract 462 of said Emigration Land Co. Subdivision, common to an angle corner of said 233.54 acre tract;

THENCE, South 02°45'05" East, continuing along the west line of said 233.54 acre tract with the easterly line of said Tract 453 for a distance of 542.34 feet to the northwest corner and the POINT OF BEGINNING of the herein described tract;

1) THENCE, North 87°14'55" East, for a distance of 85.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the northeast corner of the herein described tract:

2) THENCE, South 02°45'05" East, for a distance of 1,106.38 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of a tangent curve;

3) THENCE, in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 47°45'05" East, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the end of curve;

4) THENCE, South 02°45'05" East, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of a non–tangent curve;

5) THENCE, in a southwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 42°14'55" West, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the end of curve and the southeast corner of the herein described tract;

6) THENCE, South 87°14'55" West, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the southwest corner of the herein described tract;

7) THENCE, North 02°45'05" West, for a distance of 386.33 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of a tangent curve;

8) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 47°45'05" West, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the end of curve;

9) THENCE, North 02°45'05" West, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of a non–tangent curve;

10) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 42°14'55" East, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the end of curve;

11) THENCE, North 02°45'05" West, for a distance of 327.63 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of a tangent curve;

12) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.23 feet, an angle of 89°54'41", and a chord bearing North 47°42'26" West for a distance of 35.33 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for the end of curve;

13) THENCE, North 02°41'35" West, for a distance of 30.16 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the north line of aforesaid Tract 454, the south line of aforesaid Tract 453, a north line of aforesaid 233.54 acre tract, common to the centerline of an unimproved roadway (based on a width of 40 feet by the plat of Emigration Land Co.);

14) THENCE, North 87°18'25" East, continuing along common line passing at a distance of 9.27 feet a 1/2–inch iron rod called for and found 0.75 feet south of line marking the southeasterly corner of called 10 acre tract as referenced in B.C.C.F. No. 2016055601, and continuing for a total distance of 19.93 feet to a point for the easterly common corner of said Tract 453 and 454, from which a 1/2–inch iron rod called for and found bears South 80° 57 West, a distance of 0.39 feet;

15) THENCE, North 02°45'05" West, continuing along the west line of said 233.54 acre tract with the east line of said Tract 453 for a distance of 337.28 feet to the POINT OF BEGINNING and containing 2.434 acres of land.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
2. All property shall drain into the drainage easement only through an approved drainage structure.
3. 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.
4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
5. Land use within the subdivision is limited to an average imperviousness of no more than 72 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.
6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
8. 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.
9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
14. 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.
15. 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 ELLWOOD KARSTEN BOULEVARD PHASE 4

BEING A SUBDIVISION OF 2.434 ACRES OUT OF
THE W. H. DENNIS SURVEY, A–512, AND OUT OF
LOT 454 OF THE EMIGRATION LAND COMPANY
SUBDIVISION IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)753–8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)560–6600

JUNE, 2026

ENGINEER/SURVEYOR

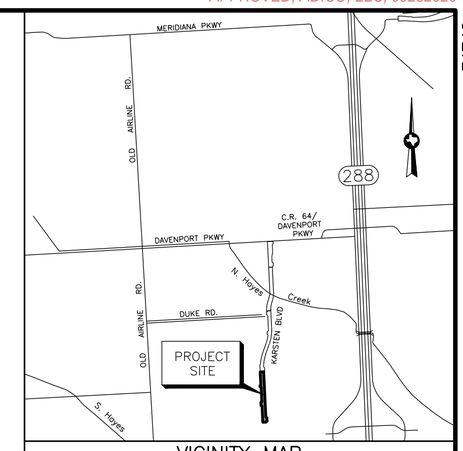
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW. EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

APPROVED, ADICO, LLC, 09282026

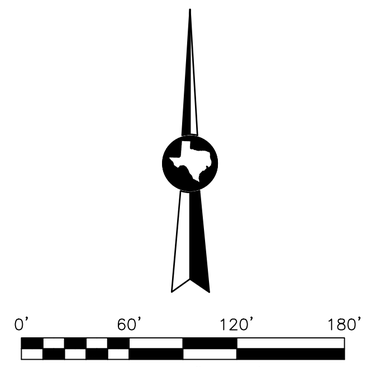
E4742

BENCHMARK(S):

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



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S



SCALE: 1" = 60'

LOT 462 EMIGRATION LAND CO. SUBDIVISION VOL. 2, PG. 113 B.C.P.R.

P.O.C. FND 5/8" I.R. W/CAP "BAKER & LAWSON"

LOT 453 EMIGRATION LAND CO. SUBDIVISION VOL. 2, PG. 113 B.C.P.R.

CALLED 233.54 ACRES KLLB AIV LLC. B.C.C.F. NO. 2023036335

CITY OF IOWA COLONY ETJ / CITY OF IOWA COLONY

S 02°45'05" E 542.34'

ELLWOOD KARSTEN BOULEVARD PHASE 3 B.C.P.R. NO.

FUTURE ELLWOOD SECTION 3B

CLAY RIDGE DRIVE (50' R.O.W.)

P.O.B. X:3,103,054.57 Y:13,715,996.40

L1

65.00'

10' B.L./P.U.E.

40' 40'

5.00'

BLOCK ① RESERVE"A" (SEE TABLE)

UNSHADED FLOODPLAIN ZONE X

FLOODPLAIN ZONE AE

FOOTHILLS WAY (50' R.O.W.)

BLOCK ①

25' B.L. 10' P.U.E.

RESERVE "B" (SEE TABLE)

BLOCK ②

ELLWOOD SECTION 3A B.C.C.F. NO._____

FLOWER MEADOW DRIVE (50' R.O.W.)

14' U.E.

N 02°45'05" W 337.28'

282.42'

297.42'

FUTURE BEECH TREE DRIVE (60' R.O.W.)

C6

39.86'

FUTURE 10' ROW DEDICATION

40' ROW AS SHOWN ON PLAT OF EMIGRATION LAND CO. SUBDIVISION VOL. 2, PG. 113 – B.C.P.R.

CITY OF IOWA COLONY ETJ / CITY OF IOWA COLONY

L6

L5

C5

BEECH TREE DRIVE (R.O.W. VARIES)

1' RESERVE (SEE NOTE 12)

785.05'

KARSTEN BOULEVARD (80' R.O.W.)

FUTURE ELLWOOD SECTION 6

N 02°45'05" W 327.63'

S 02°45'05" E 1,236.38' (TOTAL)

S 02°45'05" E 1,106.38'

W.H. DENNIS SURVEY, ABSTRACT-512

LOT 454 EMIGRATION LAND CO. SUBDIVISION VOL. 2, PG. 113 B.C.P.R.

C4

PECAN HILL LANE (80' R.O.W.)

L4

S 87°14'55" W 65.00'

CALLED 233.54 ACRES KLLB AIV LLC, B.C.C.F. NO. 2023036335

C3

N 02°45'05" W 386.33'

451.33'

1,171.38'

C1

1' RESERVE (SEE NOTE 12)

N 87°14'55" E 65.00'

L2

CHERRYBARK DRIVE (80' R.O.W.)

C2

L3

LOT 455 EMIGRATION LAND CO. SUBDIVISION VOL. 2, PG. 113 B.C.P.R.

FUTURE KARSTEN BOULEVARD PHASE 5 (80' R.O.W.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°14'55" E	85.00'
L2	S 02°45'05" E	80.00'
L3	S 87°14'55" W	80.00'
L4	N 02°45'05" W	80.00'
L5	N 02°41'35" W	30.16'
L6	N 87°18'25" E	19.93'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27'	90°00'00"	S 47°45'05" E	35.36'
C2	25.00'	39.27'	90°00'00"	S 42°14'55" W	35.36'
C3	25.00'	39.27'	90°00'00"	N 47°45'05" W	35.36'
C4	25.00'	39.27'	90°00'00"	N 42°14'55" E	35.36'
C5	25.00'	39.23'	89°54'41"	N 47°42'26" W	35.33'
C6	25.00'	16.09'	36°52'12"	S 15°41'01" W	15.81'

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,463	0.0336
TOTAL		1,463	0.0336

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
DAVENPORT PARKWAY STREET DEDICATION	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.36 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	0.96 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 4 STREET DEDICATION	0.00 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
AMENDED ELLWOOD SECTION 1B (0 LOTS)	0.04 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
ELLWOOD SECTION 3A (38 LOTS)	0.42 AC.
TOTAL	7.56 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 185 LOTS	2.89 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

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. AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   FND. indicates Found
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   indicates street name change
4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
5. The boundary for this plat has a closure in excess of 1:15,000.
6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
7. 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.
8. All water and wastewater facilities shall conform to the city's design criteria.
9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).

    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.
11. 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.
12. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.

FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 4

BEING A SUBDIVISION OF 2.434 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND OUT OF LOT 454 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)560-6600

JUNE, 2026

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW. EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Tuesday, September 22, 2026

Kaitlin Gile
EHRA, Inc.
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Recreation Reserve Final Plat
+/- 1.765 acres out of the W.H. Dennis Survey, Abstract A-512, Brazoria County, TX
Letter of Recommendation to Approve
COIC IWorQ No. 8321
Adico, LLC Project No. 710-26-002-031

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal of Ellwood Recreation Reserve Final Plat, being a subdivision of +/- 1.765 acres out of W.H. Dennis Survey, Abstract A-512, Brazoria County, Texas, received on or about July 6, 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 6, 2026. Please provide at least two (2) sets of mylars and ten (10) folded copies of the plat Kayleen Rosser, City Secretary, by no later than Monday, September 28, 2026, for consideration at the October 6, 2026, Planning and Zoning 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: File 710-26-002-031
Kayleen Rosser
Rachel Patterson

APPROVED, ADICO, LLC, 07172026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD RECREATION RESERVE, do hereby make subdivision of said property for and on behalf of said KLLB AIV, a Delaware 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, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD RECREATION RESERVE where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

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, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this___ day of _____, 2026.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY: _____

Print Name Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware 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 Arizona
My Notary Commission Expires_____

I, Chuck 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.

_____
Chuck Jurica, Registered Professional Land Surveyor
Texas Registration No. 6696

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 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. Continuous and reasonable field site work is expected.

BCDD5 ID# 702–26–002–023

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

_____
Koreem 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 Hoyes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

METES AND BOUNDS DESCRIPTION
ELLWOOD RECREATION RESERVE
BEING A 1.765 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 1.765 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335, AND PART OF LOT 468, OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 1.765 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 of said The Emigration Land Company Subdivision and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 1,319.40 feet to point for corner;

THENCE, North 87°14'10" East, for a distance of 85.13 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 52°54'03" East, for a distance of 204.60 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, South 62°27'14" East, for a distance of 5.42 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

3) THENCE, South 02°54'07" East, for a distance of 307.16 feet to a 5/8–inch iron rod with cap stamped "E.H.R.A. 713.784.7500" found marking the northeasterly corner of a called 5.006 acre tract described in a deed conveyed to Beazer Homes Texas, L.P., recorded under B.C.C.F. NO. 2026000817, being an interior corner of said 233.54 acre tract, in the common line of said Lots 468 and 469 of aforesaid The Emigration Land Company Subdivision, being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 60 feet by easement recorded under Vol. 819, Pg. 416–B.C.D.R.);

4) THENCE, South 87°20'14" West, along the common line of said Lots 468 and 469, the north line of aforesaid 5.006 acre tract, common to a south line of said 233.54 acre tract for a distance of 166.60 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

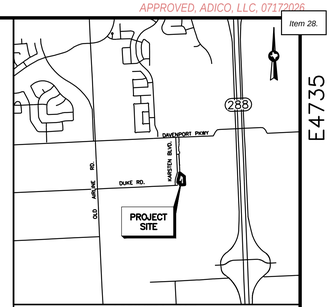
5) THENCE, North 02°39'46" West, for a distance of 95.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

6) THENCE, South 87°20'14" West, for a distance of 81.20 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve, in the east line of a called 23,963 square feet, described as Tract 1, in a deed conveyed to Beazer Homes Texas, L.P., recorded under B.C.C.F. NO. 2024051164;

7) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 138.09 feet, an angle of 17°11'59", and a chord bearing North 07°25'03" East, for a distance of 137.57 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

8) THENCE, North 16°01'03" East, for a distance of 114.79 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

9) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 104.45 feet, an angle of 11°04'56", and a chord bearing North 10°28'35" East, for a distance of 104.28 feet to the POINT OF BEGINNING and containing 1.765 acres of land.



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND 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

FINAL PLAT OF ELLWOOD RECREATION RESERVE

BEING A SUBDIVISION OF 1.765 ACRES OUT OF
THE W. H. DENNIS SURVEY, A–512,
AND BEING OUT OF LOT 468 OF
THE EMIGRATION LAND COMPANY SUBDIVISION
CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK, 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)–753–8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

MAY, 2026

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
FIRM No. F–726
FIRM No. 10092300

JOB NO. 221–022–50

PATH:R:\2022\221–022–50\DRAWING\PLAT\22102250V–PLFP BY:DJA DATE:2026–03–31

APPROVED, ADICO, LLC, 07172026

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone 4204 State Plane Grid Coordinates and may be brought to the surface by applying the following combined scale factor: 0.99986742185.

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. AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.C.D. NO. 5 indicated Brazoria County Drainage District Number 5
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. NO. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   M.U.D. indicates Municipal Utility District
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   STM. S.E. indicates Storm Sewer Easement
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   (S) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. 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.

8. All water and wastewater facilities shall conform to the city's design criteria.

9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined).

    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.

11. 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.

12. This plat is subject to a 40' Road not being shown inside of the boundary of this plat recorded under Volume 2, Page 113 of the Brazoria County Plat Records. All existing road rights-of-ways or roadway easements crossing through this tract are to be released and abandoned by this plat.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. 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.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 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.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. 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.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

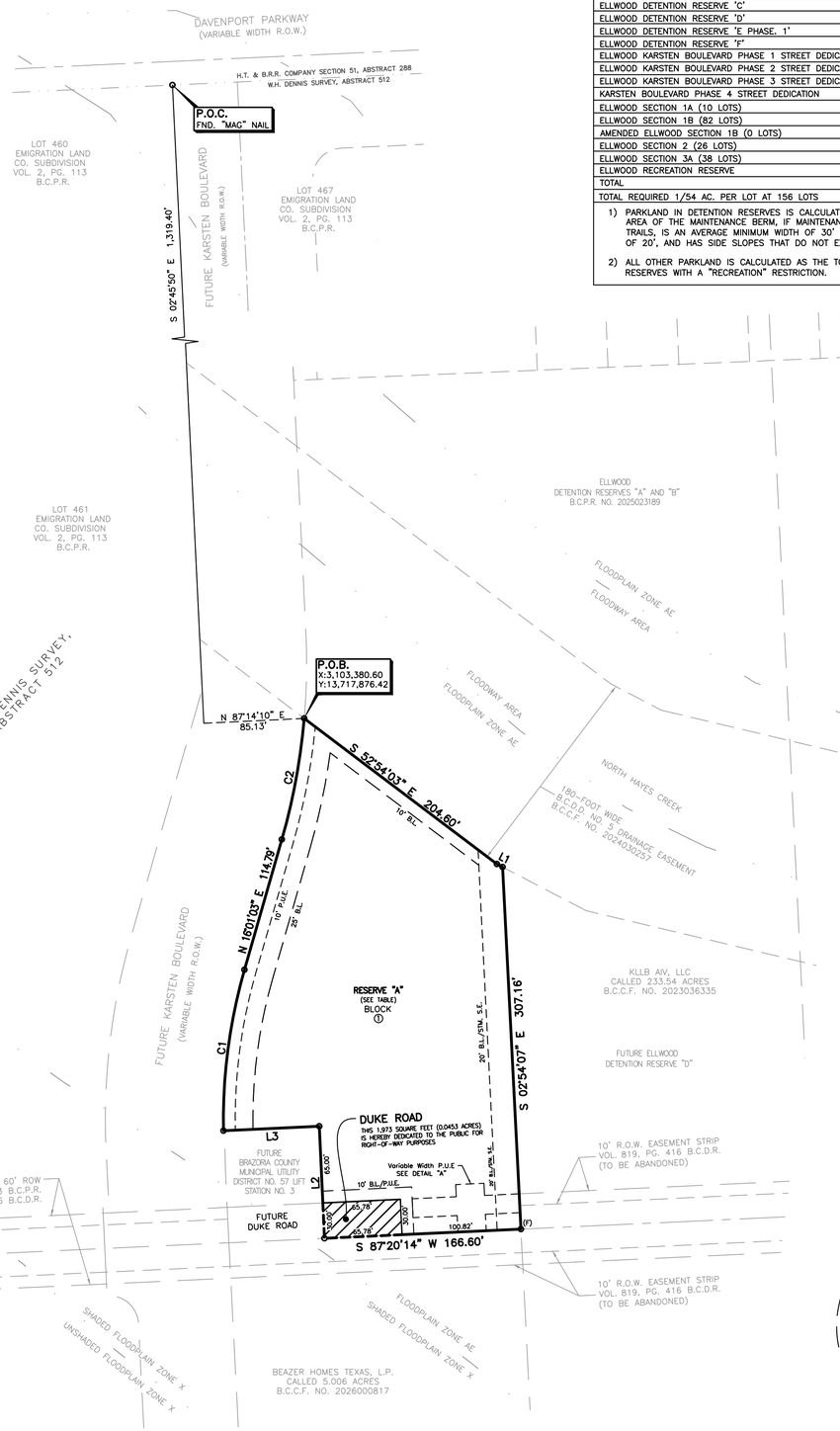
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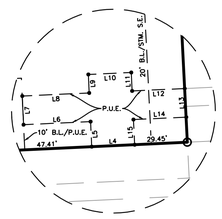
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

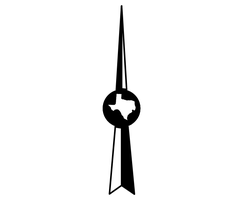
14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. 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.

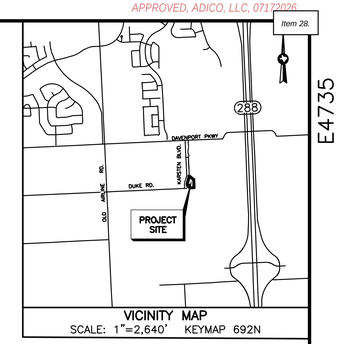




DETAIL "A"
SCALE: 1"=40'



SCALE: 1" = 60'



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
DAVENPORT PARKWAY STREET DEDICATION	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.36 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	0.96 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
KARSTEN BOULEVARD PHASE 4 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
AMENDED ELLWOOD SECTION 1B (0 LOTS)	0.04 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
ELLWOOD SECTION 3A (38 LOTS)	0.42 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
TOTAL	7.56 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 156 LOTS	2.89 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

BENCHMARK(S):

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

RESERVE TABLE

RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	74,918	1.720

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	460.00'	138.09'	17°11'59"	N 07°26'03" E	137.57'
C2	540.00'	104.45'	11°04'56"	N 10°28'35" E	104.28'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 62°27'14" E	5.42'
L2	N 02°39'46" W	95.00'
L3	S 87°20'14" W	81.20'
L4	S 87°20'14" W	23.98'
L5	N 02°39'46" W	14.00'
L6	S 87°20'14" W	37.41'
L7	N 02°39'46" W	16.00'
L8	N 87°20'14" E	37.41'
L9	N 02°39'46" W	10.32'
L10	N 87°20'14" E	23.96'
L11	S 02°39'46" E	10.32'
L12	N 87°20'14" E	29.32'
L13	S 02°54'07" E	16.00'
L14	S 87°20'14" W	29.39'
L15	S 02°39'46" E	14.00'

FINAL PLAT OF ELLWOOD RECREATION RESERVE

BEING A SUBDIVISION OF 1.765 ACRES OUT OF
THE W. H. DENNIS SURVEY, A-512,
AND BEING OUT OF LOT 468 OF
THE EMIGRATION LAND COMPANY SUBDIVISION
CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK, 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

MAY, 2026

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
FIRM No. F-726
FIRM No. 10092300

JOB NO. 221-022-50

PATH:R:\2022\221-022-50\DRAWING\PLAT\22102250V-PLFP BY:DJA DATE:2026-03-31

E4735

E4735

ADICO
CONSULTING ENGINEERS

Monday, September 21, 2026

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Section 3B Final Plat
Letter of Recommendation to Approve
COIC Project No. 8635
Adico, LLC Project No. 710-26-002-047

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal of the Ellwood Section 3B Final Plat, being +/-10.00 acres out of the W.H. Dennis Survey, A-512, located in the City of Iowa Colony, received on or about September 9, 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 final plat as submitted on September 9, 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, September 29, 2026, for consideration at the Tuesday, October 6, 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: 710-26-002-047

APPROVED, ADICO, LLC, 09212026

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD SECTION 3B, do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware 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 do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of ELLWOOD SECTION 3B where building setback lines or public utility easements are to be established outside of 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, 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, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _____, 2026.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY:_____

Print Name: Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, 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, 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 Arizona
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

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President	Date	Kerry L. Osburn Vice President	Date
Brandon Middleton Secretary/Treasurer	Date	Dinh V. Ho, P.E. District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 ID# 702–26–002–031

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
2. All property shall drain into the drainage easement only through an approved drainage structure.
3. 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.
4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
5. Land use within the subdivision is limited to an average imperviousness of no more than 72 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.
6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
8. 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.
9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
14. 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.
15. 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.

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

METES AND BOUNDS DESCRIPTION
ELLWOOD SECTION 3B
BEING A 10.00 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 10.00 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335, AND OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO BEAZER HOMES TEXAS, L.P., DESCRIBED AS BEING 5.006 ACRES BY DEED RECORDED UNDER B.C.C.F. NO. 2026000817 AND PART OF LOTS 462 AND 469 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 10.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at the southeasterly corner of Lot 461 of the Emigration Land Subdivision and a called 0.5501 acre tract (Tract 1) conveyed to Beazer Homes Texas, L.P. by deed recorded under B.C.C.F. NO. 2024051164, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and said 233.54 acre tract, also being the northwesterly corner of said Lot 469 of said Emigration Land Co. Subdivision and said 5.006 acre tract, also being the northeasterly corner of Lot 462 of said Emigration Land Co. Subdivision and the said 233.54 acre tract, and being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 60 feet by easement recorded under Vol. 819, Pg. 416–B.C.D.R.), from which a 5/8" iron rod called for and found bears South 02°11' East for a distance of 4.35 feet;

THENCE, South 02°54'34" East, along the westerly line of said lot 469 and the said 5.006 acre tract common to a easterly line of said 233.54 acre tract passing at a distance of 30.00 feet a 5/8–inch iron rod with cap stamped "BL" in the southerly right–of–way of said County Road 758 and continuing therefrom for a total distance of 350.05 feet to the northwest corner and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 89°14'41" East, for a distance of 151.37 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, South 34°46'15" East, for a distance of 36.12 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a non–tangent curve;

3) THENCE, in a southeasterly direction along the arc of a curve to the right having a radius of 50.00 feet, an arc length of 63.96 feet, an angle of 73°17'20", and a chord bearing South 88°07'38" East, for a distance of 59.68 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

4) THENCE, North 38°31'00" East, for a distance of 28.73 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

5) THENCE, North 89°14'41" East, for a distance of 130.12 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the northeast corner of the herein described tract;

6) THENCE, South 00°45'19" East, for a distance of 65.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

7) THENCE, South 20°59'29" West, for a distance of 138.53 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

8) THENCE, South 05°31'25" West, for a distance of 75.64 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

9) THENCE, South 14°39'00" West, for a distance of 145.80 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

10) THENCE, South 19°11'40" West, for a distance of 120.07 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

11) THENCE, North 87°03'07" East, for a distance of 112.61 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

12) THENCE, South 02°45'05" East, for a distance of 181.41 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

13) THENCE, North 87°14'55" East, for a distance of 32.98 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

14) THENCE, in a southeasterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.77 feet, an angle of 91°08'06", and a chord bearing South 47°11'02" East, for a distance of 35.70 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

15) THENCE, South 01°36'59" East, for a distance of 210.04 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

16) THENCE, in a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 38.77 feet, an angle of 88°51'54", and a chord bearing South 42°48'58" West, for a distance of 35.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

17) THENCE, South 87°14'55" West, for a distance of 384.64 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

18) THENCE, in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.89 feet, an angle of 91°25'36", and a chord bearing North 47°02'17" West, for a distance of 35.79 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a compound curve;

19) THENCE, in a northwesterly direction along the arc of a curve to the right having a radius of 575.00 feet, an arc length of 10.57 feet, an angle of 01°03'13", and a chord bearing North 00°47'53" West, for a distance of 10.57 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

20) THENCE, North 89°38'52" West, for a distance of 50.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a non–tangent curve;

21) THENCE, in a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 38.17 feet, an angle of 87°28'12", and a chord bearing South 43°30'49" West, for a distance of 34.57 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

22) THENCE, South 87°14'55" West, for a distance of 98.40 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

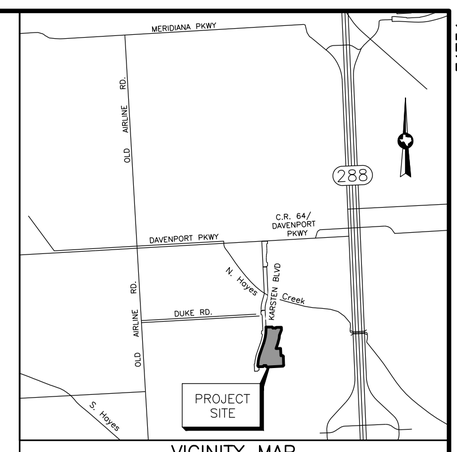
23) THENCE, in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 41.00 feet, an angle of 93°57'34", and a chord bearing North 45°46'18" West, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a compound curve;

24) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 960.00 feet, an arc length of 301.36 feet, an angle of 17°59'10", and a chord bearing North 10°12'04" East, for a distance of 300.13 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

25) THENCE, North 19°11'40" East, for a distance of 272.82 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

26) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 1040.00 feet, an arc length of 401.21 feet, an angle of 22°06'14", and a chord bearing North 08°08'33" East, for a distance of 398.73 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the end of curve;

27) THENCE, North 02°54'34" West, for a distance of 2.97 feet to the POINT OF BEGINNING and containing 10.00 acres of land.



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S

0' 60' 120' 180'
SCALE: 1" = 60'

BENCHMARK(S):

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

FINAL PLAT OF ELLWOOD SECTION 3B

BEING A SUBDIVISION OF 10.00 ACRES OUT OF THE W. H. DENNIS SURVEY, A–512, AND BEING OUT OF LOT 462 AND 469 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

3 BLOCKS 39 LOTS 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)–753–8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

JULY, 2026

ENGINEER/SURVEYOR

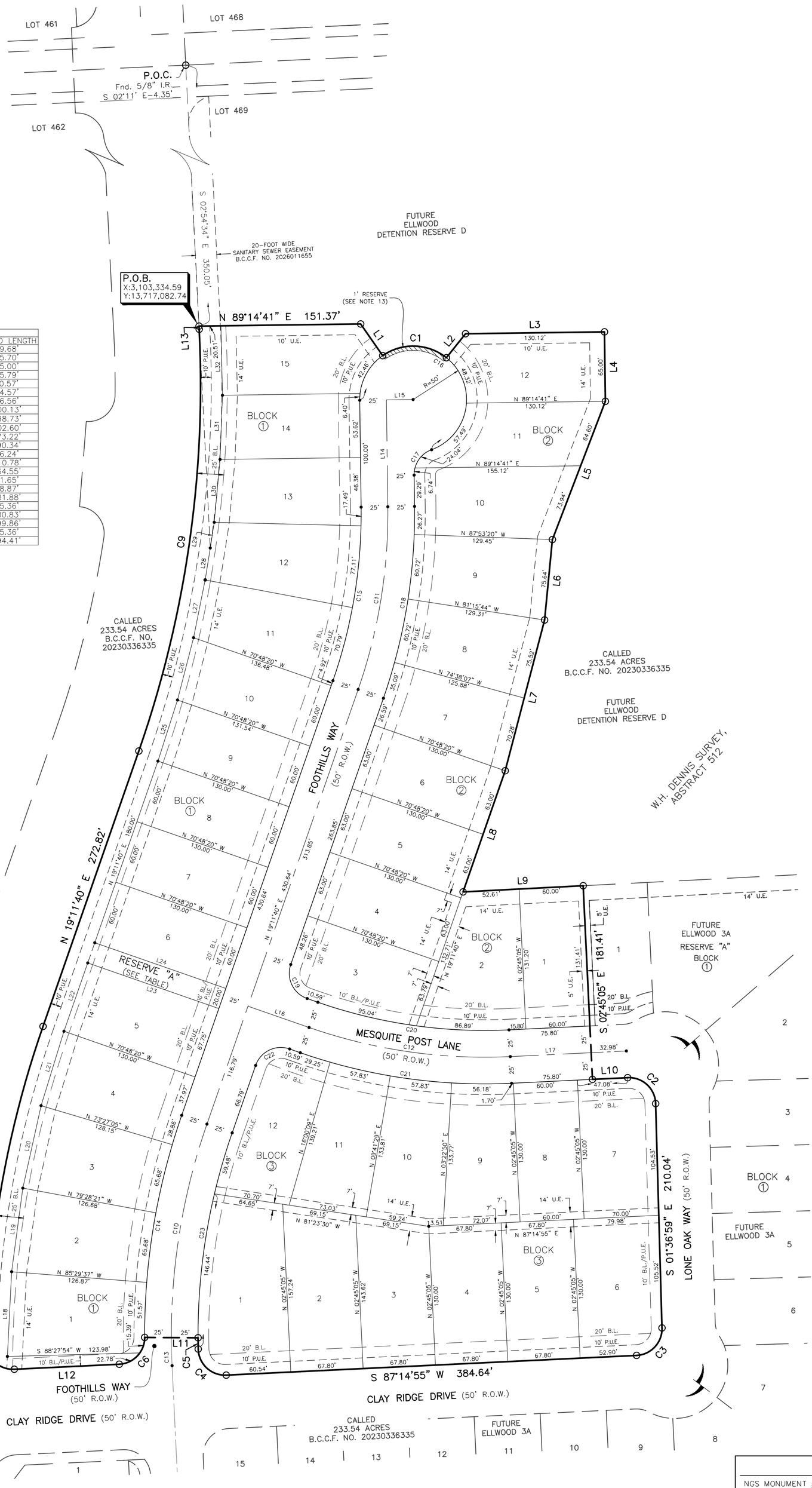
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW. EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

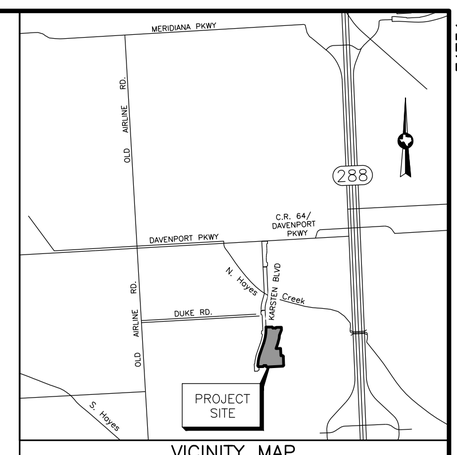
APPROVED, ADICO, LLC, 09212026

E4734

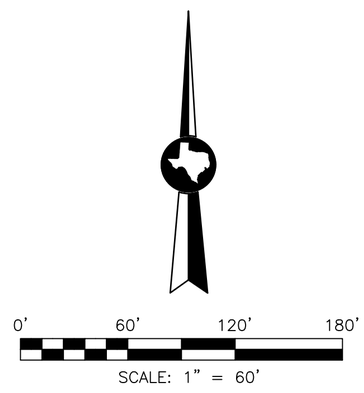
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 34°46'15" E	36.12'
L2	N 38°31'00" E	28.73'
L3	N 89°14'41" E	130.12'
L4	S 00°45'19" E	65.00'
L5	S 20°59'29" W	138.53'
L6	S 05°31'25" W	75.64'
L7	S 14°39'00" W	145.80'
L8	S 19°11'40" W	120.07'
L9	N 87°03'07" E	112.61'
L10	N 87°14'55" E	32.98'
L11	N 89°38'52" W	50.00'
L12	S 87°14'55" W	98.40'
L13	N 02°54'34" W	2.97'
L14	N 00°45'19" W	100.00'
L15	N 89°14'41" E	25.00'
L16	S 70°48'20" E	60.59'
L17	N 87°14'55" E	75.80'
L18	N 02°49'53" E	79.36'
L19	N 07°39'29" E	78.97'
L20	N 12°28'30" E	79.05'
L21	N 17°06'07" E	72.79'
L22	N 19°11'40" E	67.75'
L23	S 70°48'20" E	130.00'
L24	N 70°48'20" W	130.00'
L25	N 17°43'43" E	60.02'
L26	N 14°28'59" E	60.20'
L27	N 11°21'55" E	55.14'
L28	N 09°03'24" E	30.28'
L29	N 08°45'40" E	24.29'
L30	N 05°19'41" E	59.14'
L31	N 02°06'27" E	60.06'
L32	N 01°16'11" W	65.01'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	73°17'20"	63.96'	S 88°07'38" E	59.68'
C2	25.00'	91°08'06"	39.77'	S 47°11'02" E	35.70'
C3	25.00'	88°51'54"	38.77'	S 42°48'58" W	35.00'
C4	25.00'	91°25'36"	39.89'	N 47°02'17" W	35.79'
C5	575.00'	01°03'13"	10.57'	N 00°47'53" W	10.57'
C6	25.00'	87°28'12"	38.17'	S 43°30'49" W	34.57'
C7	25.00'	93°57'34"	41.00'	N 45°46'18" W	36.56'
C8	960.00'	17°59'10"	301.36'	N 10°12'04" E	300.13'
C9	1,040.00'	22°06'14"	401.21'	N 08°08'33" E	398.73'
C10	600.00'	19°26'22"	203.57'	N 09°28'28" E	202.60'
C11	500.00'	19°56'59"	174.09'	N 09°13'10" E	173.22'
C12	500.00'	21°56'45"	191.51'	S 81°46'43" E	190.34'
C13	600.00'	2°30'22"	26.24'	S 01°29'54" E	26.24'
C14	625.00'	19°24'56"	211.79'	N 09°29'11" E	210.78'
C15	475.00'	19°56'59"	165.39'	N 09°13'10" E	164.55'
C16	50.00'	250°31'44"	218.63'	S 55°29'28" E	81.65'
C17	25.00'	70°31'44"	30.77'	S 34°30'32" W	28.87'
C18	525.00'	19°56'59"	182.80'	S 09°13'10" W	181.88'
C19	25.00'	90°00'00"	39.27'	S 25°48'20" E	35.36'
C20	475.00'	21°56'45"	181.93'	S 81°46'43" E	180.83'
C21	525.00'	21°56'45"	201.09'	N 81°46'43" W	199.86'
C22	25.00'	90°00'00"	39.27'	S 64°11'40" W	35.36'
C23	575.00'	19°27'56"	195.35'	S 09°27'42" W	194.41'





VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S



SCALE: 1" = 60'

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	23,902 SQ. FT. / 0.55 ACRES
TOTAL		23,902 SQ. FT. / 0.55 ACRES

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.36 AC.
ELLWOOD DETENTION RESERVE 'E PHASE 1'	0.96 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 4 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
AMENDED ELLWOOD SECTION 1B (0 LOTS)	0.04 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
ELLWOOD SECTION 3A (38 LOTS)	0.42 AC.
ELLWOOD SECTION 3B (39 LOTS)	0.00 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
DAVENPORT PARKWAY STREET DEDICATION	0.00 AC.
TOTAL	7.56 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 195 LOTS	3.61 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

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. AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   FND. indicates Found
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   STM. S.E. indicates Storm Sewer Easement
   SQ. FT. indicates Square Feet
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   indicates street name change
4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
5. The boundary for this plat has a closure in excess of 1:15,000.
6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
7. 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.
8. All water and wastewater facilities shall conform to the City's design criteria.
9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09, and as amended.
10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).

    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.
11. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
12. 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.
13. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.

BENCHMARK(S):

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.
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3 BLOCKS 39 LOTS 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

JULY, 2026

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW. EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Monday, October 5, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ames Boulevard Phase II –Storm and Paving Facilities within City Limits
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for Final Acceptance of Ames Boulevard Phase II – Storm and Paving Facilities within the city limits.

City Council approved the project into the One Year Maintenance Period on August 12, 2024. Adico attended a final reinspection on September 9, 2026, with all outstanding punch list items addressed on October 2, 2026. Therefore, Adico, LLC recommends Final Acceptance of Facilities, effective October 19, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. 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
Dr. Tarron Richardson
File: 16007-4-427

ELEVATION
land solutions

September 15, 2026

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for
Ames Blvd Phase II and Baird Blvd Phase I

Mr. Dinh Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on October 2, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of September 9, 2026, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED
PROFESSIONAL ENGINEER

David L. Doran, P.E., CCM
Senior Construction Management Director, Partner

DLD/js

P:\020 Sierra Vista West Development\029 Baird Blvd Ph. 1\Construction\Drainage Facilities\COIC and BC Acceptance\1-Year Acceptance\Ames Blvd Phase II & Baird Blvd Phase I - 1-Year Punchlist Completion Letter.docx

ADICO
CONSULTING ENGINEERS

Wednesday, August 7, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ames Boulevard Phase II –Storm and Paving Facilities within City Limits
Recommendation for Conditional Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Ames Boulevard Phase II – Storm and Paving Facilities within city limits. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Ames Boulevard Phase II - Storm and Paving Facilities within city limits only into the One-Year Maintenance Period. The acceptance is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date of Brazoria County Commissioner's Court approval, if approved by City Council. Engineer of Record shall provide approval from commissioner's court.

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 108042470 and Rider
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
Robert Hemminger
File: 16007-4-427

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

(Project Name)

I, David Leonard Doran,

(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



TBPELS Firm Registration No. F-22671

May 15, 2024

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 108042470

b. Principal: Northtex Construction, LLC

c. Surety:

Name: Travelers Casualty and Surety Company of America

State Where Surety is Incorporated: Connecticut

d. Obligee(s): N/A; 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: March 2, 2023
Parties: Principal and Brazoria County Municipal Utility District No. 53
Subdivision involved: Baird Boulevard Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage

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: $ 207,615.89 (Two Hundred Seven Thousand Six Hundred Fifteen and 89/100 Dollars)

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: one year 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: June 25, 2024

SURETY:
Travelers Casualty and Surety Company of America

By: _____
Signature

Richard Covington
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:
Northtex Construction, LLC

By: _____
Signature

Ruben Garcia
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

TRAVELERS

Travelers Casualty and Surety Company of Am
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 25th day of June , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042470

issued by Travelers Casualty and Surety Company of America (as Surety),

in the amount of $207,615.89

effective June 25, 2024

on behalf of Northtex Construction, LLC

in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____
Vickie Lacy, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of Amer
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 2nd day of July , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042470

issued by Travelers Casualty and Surety Company of America (as Surety),

in the amount of $207,615.89

effective June 25, 2024

on behalf of Northtex Construction, LLC

in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____
Vickie Lacy, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of Amer
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 2nd day of July , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

APPROVED: ADICO, LLC 06/08/2022

DEVELOPER: MR JOSH WADLEY
LAND TEJAS SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON TEXAS, 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE FACILITIES, AND PAVEMENT
FOR

AMES BOULEVARD PHASE II

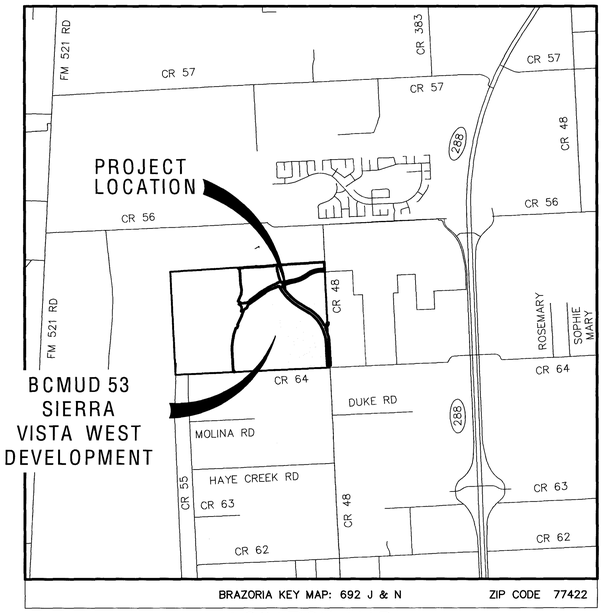
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020018.00

INDEX OF SHEETS

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3	WATER & SANITARY SEWER OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	TRAFFIC SIGNAGE & PAVMENT MARKINGS
9	PHASING PLAN
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18	AMES BLVD PH II PROFILE (STA 14+00 TO 19+00)
19	AMES BLVD PH II PLAN (STAT 19+00 TO 23+00)
20	AMES BLVD PH II PROFILE (19+00 TO 23+00)
21	AMES BLVD PH II PLAN (STA 23+00 TO 27+00)
22	AMES BLVD PH II PROFILE (STA 23+00 TO 27+00)
23	AMES BLVD PH II PLAN (STA 27+00 TO 31+50)
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47	PAVING DETAILS I
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ONE–CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223–4567 (In Houston)
(New Statewide Number Outside Houston)
1–800–344–8317

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



LOCATION MAP
1" = 1/2 MILE

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

ISSUED FOR CONSTRUCTION
Issue Date - 04/03/2023

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. @ 832–895–1093 OR INSPECTIONS@ADICO–LLC.COM) 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

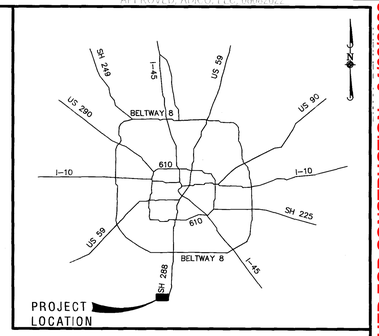
CONTRACTOR SHALL NOTIFY THE BRAZORIA COUNTY PRIOR TO COMMENCING CONSTRUCTION AND/OR BACKFILLING ANY UTILITIES. CONTRACTOR(S) TO CONTACT ENGINEER–CONSTRUCTION@BRAZORIA–COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. — Date 6-15-22 — President
Kerry L. Osburn — Date 6/15/22 — Vice President
Brandon Middletown — Date 6-15-22 — Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M — Date 6-15-22 — District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B210072



HOUSTON AREA VICINITY MAP
N.T.S.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV–79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/– SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE 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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP

TITLE SHEET & SHEET INDEX

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MARK HENRICKS, P.E., COUNTY ENGINEER — DATE 6/15/22

JORGE REYNA, DEVELOPMENT COORDINATOR — DATE 6-15-22

ENGINEER'S SEAL
DE H. NGUYEN
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823–2200
TBPE NO. F–22671

STATE OF TEXAS — DE H. NGUYEN — 129536 — LICENSED PROFESSIONAL ENGINEER

05/10/2022

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.

MICHAEL BYRUM–ERTSEN, MAYOR — DATE 06082022

DINH HO, P.E., CITY ENGINEER — DATE 06082022

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SHEET 1 OF 50

ISSUED FOR CONSTRUCTION - 04/03/2023

P:\020 Sierra Vista West Development\018 Ames Boulevard Phase II\dwg_Plan Set Drawings\COVER & NOTES.dwg, 5/10/2022 7:22 AM

ADICO
CONSULTING ENGINEERS

Monday, October 5, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ames Boulevard Phase II –Water and Sanitary Sewer Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for Final Approval of Ames Boulevard Phase II – Water and Sanitary Sewer Facilities.

City Council approved the project into the One Year Maintenance Period on August 12, 2024. Adico attended a final reinspection on September 9, 2026, with all outstanding punch list items addressed on October 2, 2026. Therefore, Adico, LLC recommends Final Approval of Facilities, effective October 19, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. 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
Dr. Tarron Richardson
File: 16007-4-427

ELEVATION
land solutions

September 15, 2026

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for
Ames Blvd Phase II and Baird Blvd Phase I

Mr. Dinh Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on October 2, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of September 9, 2026, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED
PROFESSIONAL ENGINEER

David L. Doran, P.E., CCM
Senior Construction Management Director, Partner

DLD/js

P:\020 Sierra Vista West Development\029 Baird Blvd Ph. 1\Construction\Drainage Facilities\COIC and BC Acceptance\1-Year Acceptance\Ames Blvd Phase II & Baird Blvd Phase I - 1-Year Punchlist Completion Letter.docx

ADICO
CONSULTING ENGINEERS

Wednesday, August 7, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ames Boulevard Phase II – Water and Sanitary Facilities within City Limits
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Ames Boulevard Phase II – Water and Sanitary Facilities within city limits. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Ames Boulevard Phase II – Water and Sanitary Sewer Facilities within city limits only into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date of Brazoria County Commissioner's Court approval, if approved by City Council. Engineer of Record shall provide approval from commissioner's court.

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 108042470 and Rider
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
Robert Hemminger
File: 16007-4-427

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

(Project Name)

I, David Leonard Doran,

(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



TBPELS Firm Registration No. F-22671

May 15, 2024

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 108042470

b. Principal: Northtex Construction, LLC

c. Surety:

Name: Travelers Casualty and Surety Company of America

State Where Surety is Incorporated: Connecticut

d. Obligee(s): N/A; 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: March 2, 2023
Parties: Principal and Brazoria County Municipal Utility District No. 53
Subdivision involved: Baird Boulevard Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage

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: $ 207,615.89 (Two Hundred Seven Thousand Six Hundred Fifteen and 89/100 Dollars)

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: one year 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: June 25, 2024

SURETY:
Travelers Casualty and Surety Company of America

By: _____
Signature

Richard Covington
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:
Northtex Construction, LLC

By: _____
Signature

Ruben Garcia
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

TRAVELERS

Travelers Casualty and Surety Company of Am
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 25th day of June , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042470

issued by Travelers Casualty and Surety Company of America (as Surety),

in the amount of $207,615.89

effective June 25, 2024

on behalf of Northtex Construction, LLC

in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____
Vickie Lacy, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of Amer
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

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Anna P. Nowik, Notary Public

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RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

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I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 2nd day of July , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
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effective June 25, 2024

on behalf of Northtex Construction, LLC

in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____
Vickie Lacy, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of Amer
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

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Dated this 2nd day of July , 2024 .

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

APPROVED: ADICO, LLC 06/08/2022

DEVELOPER: MR JOSH WADLEY
LAND TEJAS SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON TEXAS, 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE FACILITIES, AND PAVEMENT
FOR

AMES BOULEVARD PHASE II

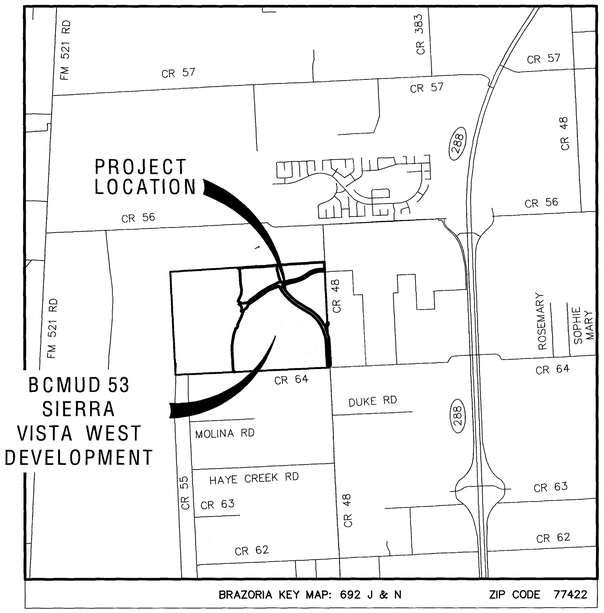
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020018.00

INDEX OF SHEETS

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4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	TRAFFIC SIGNAGE & PAVMENT MARKINGS
9	PHASING PLAN
10	PHASE 2 DETOUR PLAN
11	AMES BLVD PH II PLAN (STA 0+00 TO 4+00)
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21	AMES BLVD PH II PLAN (STA 23+00 TO 27+00)
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47	PAVING DETAILS I
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ONE–CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223–4567 (In Houston)
(New Statewide Number Outside Houston)
1–800–344–8317

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



LOCATION MAP
1" = 1/2 MILE

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

ISSUED FOR CONSTRUCTION
Issue Date - 04/03/2023

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. @ 832–895–1093 OR INSPECTIONS@ADICO–LLC.COM) 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

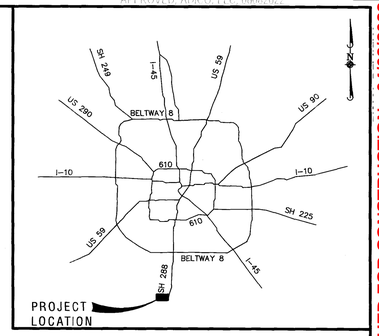
CONTRACTOR SHALL NOTIFY THE BRAZORIA COUNTY PRIOR TO COMMENCING CONSTRUCTION AND/OR BACKFILLING ANY UTILITIES. CONTRACTOR(S) TO CONTACT ENGINEER–CONSTRUCTION@BRAZORIA–COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. — Date 6-15-22 — President
Kerry L. Osburn — Date 6/15/22 — Vice President
Brandon Middletown — Date 6-15-22 — Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M — Date 6-15-22 — District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B210072



HOUSTON AREA VICINITY MAP
N.T.S.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV–79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/– SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE 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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP

TITLE SHEET & SHEET INDEX

BRAZORIA COUNTY ENGINEERING DEPARTMENT REVIEWED FOR CONSTRUCTION:

MARK HENRICKS, P.E., COUNTY ENGINEER — DATE 6/15/22

JORGE REYNA, DEVELOPMENT COORDINATOR — DATE 6-15-22

ENGINEER'S SEAL
DE H. NGUYEN
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823–2200

STATE OF TEXAS — DE H. NGUYEN — 129536 — LICENSED PROFESSIONAL ENGINEER

TBPE NO. F–22671 — 05/10/2022

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.

MICHAEL BYRUM–BRATSEN, MAYOR — DATE 06082022

DINH HO, P.E., CITY ENGINEER — DATE 06082022

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SHEET 1 OF 50

ISSUED FOR CONSTRUCTION - 04/03/2023

P:\020 Sierra Vista West Development\018 Ames Boulevard Phase II\dwg_Plan Set Drawings\COVER & NOTES.dwg, 5/10/2022 7:22 AM

ELEVATION LAND SOLUTIONS - AMES BOULEVARD PHASE II - PROJECT NO. 610.020018

ADICO
CONSULTING ENGINEERS

Monday, October 5, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Baird Boulevard Phase I – Storm and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. 2285
Adico, LLC Project No. 16007-4-433

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for Final Approval of Baird Boulevard Phase I – Storm and Paving Facilities.

City Council approved the project into the One Year Maintenance Period on August 12, 2024. Adico attended a final reinspection on September 9, 2026, with all outstanding punch list items addressed on October 2, 2026. Therefore, Adico, LLC recommends Final Approval of Facilities, effective October 19, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. 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
Dr. Tarron Richardson
File: 16007-4-433

ELEVATION
land solutions

September 15, 2026

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for
Ames Blvd Phase II and Baird Blvd Phase I

Mr. Dinh Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on October 2, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of September 9, 2026, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED
PROFESSIONAL ENGINEER

David L. Doran, P.E., CCM
Senior Construction Management Director, Partner

DLD/js

P:\020 Sierra Vista West Development\029 Baird Blvd Ph. 1\Construction\Drainage Facilities\COIC and BC Acceptance\1-Year Acceptance\Ames Blvd Phase II & Baird Blvd Phase I - 1-Year Punchlist Completion Letter.docx

ADICO
CONSULTING ENGINEERS

Wednesday, August 7, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Baird Boulevard Phase I – Storm and Paving Facilities
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2285
Adico, LLC Project No. 16007-4-433

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Baird Boulevard Phase I – Storm and Paving Facilities. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Baird Boulevard Phase I – Storm and Paving Facilities into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective on the date of Brazoria County Commissioner's Court approval, if approved by City Council. Engineer of Record shall provide approval from commissioner's court.

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. Brazoria County Bond No. 108042471
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
Robert Hemminger
File: 16007-4-433

BOND

NO. 108042471

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

THAT WE, Northtex Construction, LLC & Astro Sierra Vista West, LLC, whose *(street address/phone)* is 15331 Ella Blvd., Houston, TX 77090 / 2450 Fondren Road, Suite 210, Houston, TX 77063, hereinafter called the Principal, and (surety) Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of the laws of the State of Connecticut, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* One Tower Square, Hartford, CT 06183, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* Greg Michels, and whose *(street address/phone)* 4650 Westway Park Blvd., Houston, TX 77041,

hereinafter called the Surety; are held and firmly bound unto L.M. Matt Sebesta, Jr. County Judge of Brazoria County, Texas or his successors in office, in the full sum of One Million Two Hundred Twenty-Five Thousand Five Hundred Fifty Eight and 19/100 Dollars ($ 1,225,558.19) current, lawful money of the United States of America, to be paid to said L.M. Matt Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Baird Boulevard Phase 1 located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as

private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. Matt Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means, Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas. EXECUTED this 25th day of June, 2024.

ATTEST:

Alexandra Alvarez

Name: Alexandra Alvarez

Title: Contract Administrator

Principal: Northtex Construction, LLC

By: [signature]

Name: Ruben Garcia

Title: President

Astro Sierra Vista West, LLC

By: _____

Name:

Title:

Surety: Travelers Casualty and Surety Company of America

By: [signature]

Name: Richard Covington

Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)

TRAVELERS

Travelers Casualty and Surety Company of Am
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD CONN. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY

CORPORATE SEAL ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 25th day of June , 2024 .

HARTFORD CONN. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY

CORPORATE SEAL ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042471

issued by Travelers Casualty and Surety Company of America (as Surety),

in the amount of $1,225,558.19

effective June 25, 2024

on behalf of Northtex Construction, LLC & Astro Sierra Vista West, LLC

in favor of L.M. Matt Sebesta, Jr., County Judge of Brazoria County, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The Bond Amount is hereby changed:

From: One Million Two Hundred Twenty Five Thousand Five Hundred Fifty Eight and 19/100 Dollars ($1,225,558.19)

To: Four Hundred Sixty Five Thousand Two Hundred Eighty Five and 20/100 Dollars ($465,285.20)

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: _____

Astro Sierra Vista West, LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____
Vickie Lacy, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of Ame
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

HARTFORD CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 2nd day of July , 2024 .

HARTFORD CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

(Project Name)

I, David Leonard Doran,

(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



TBPELS Firm Registration No. F-22671

May 15, 2024

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

APPROVED, ADICO, LLC, 12142022

INTERIM REVIEW

DEVELOPER: ASTRO SIERRA VISTA, LP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

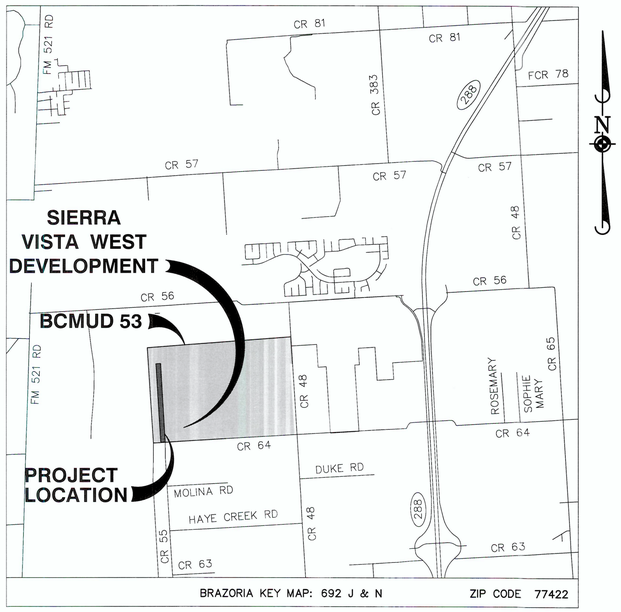
CONSTRUCTION OF DRAINAGE, AND PAVING FACILITIES FOR

BAIRD BOULEVARD PHASE 1

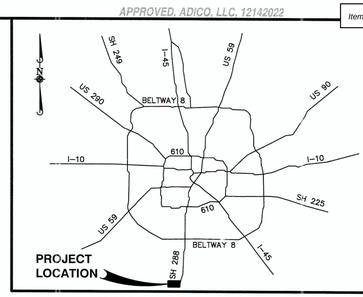
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020.029.00

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING OVERALL
7	STORM WATER POLLUTION PREVENTION PLAN
8	PHASING PLAN
9	TRAFFIC SIGNAGE & PAVING MARKING OVERALL
10	BAIRD BOULEVARD PH I (STA 0+00 TO 3+50)
11	BAIRD BOULEVARD PH I (STA 3+50 TO 8+50)
12	BAIRD BOULEVARD PH I (STA 8+50 TO 12+50)
13	BAIRD BOULEVARD PH I PROFILE (STA 8+50 TO 12+50)
14	EXTREME EVENT OVERFLOW & OUTFALL
15	BAIRD BOULEVARD PH I (STA 12+50 TO 16+50)
16	BAIRD BOULEVARD PH I (STA 16+50 TO 19+50)
17	BAIRD BOULEVARD PH I (STA 19+50 TO 24+50)
18	BAIRD BOULEVARD PH I (STA 24+50 TO 28+50)
19	BAIRD BOULEVARD PH I (STA 28+50 TO 32+50)
20	BAIRD BOULEVARD PH I (STA 32+50 TO 36+50)
21	BAIRD BOULEVARD PH I (STA 36+50 TO 40+00)
22	BAIRD BOULEVARD PH II (STA 0+00 TO 4+50)
23	BAIRD BOULEVARD PH II (STA 4+50 TO 8+50)
24	BAIRD BOULEVARD PH II (STA 8+50 TO 12+50)
25	BAIRD BOULEVARD PH II PROFILE (STA 8+50 TO 12+50)
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27	BAIRD BOULEVARD PH II (STA 16+50 TO 19+50)
28	BAIRD BOULEVARD PH II (STA 19+50 TO 24+50)
29	BAIRD BOULEVARD PH II (STA 24+50 TO 28+50)
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39	PAVING DETAILS I
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42	PAVING DETAILS IV



LOCATION MAP
1"=1/4 mile



HOUSTON AREA VICINITY MAP
N.T.S.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 5, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE 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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

SIGN HERE

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MATT HANKS, P.E., COUNTY ENGINEER — DATE 12/2/22

JORGE REYNA, DEVELOPMENT COORDINATOR — DATE 12-15-22

ENGINEER'S SEAL
DE H. NGUYEN
2445 TECHNOLOGY FOREST BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

STATE OF TEXAS
DE H. NGUYEN
129536
LICENSED PROFESSIONAL ENGINEER
12/05/2022

TBPE NO. F-22671

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.

MICHAEL BYRUM-BRATSEN, MAYOR — DATE 121420222

DINH HO, P.E., CITY ENGINEER — DATE 12142022

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: DN DFT: DO
DSN: SW DATE: JULY 2022

1 OF 42

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

P:\020 Sierra Vista West Development\029 Baird Blvd Ph. 1\dwg_Plan Set Drawings\1 - TITLE AND INDEX OF SHEETS.dwg

ELEVATION LAND SOLUTIONS - BAIRD BOULEVARD PH. 1 - PROJECT NO. 610.020.029.00

ADICO
CONSULTING ENGINEERS

Thursday, April 3, 2025

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Karsten Boulevard North Phase 2 – Water, Drainage and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 4814
Adico, LLC Project No. 16007-4-540

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Karsten Boulevard North Phase II – Water, Drainage and Paving Facilities. The final inspection was completed on January 29, 2025, with all outstanding punch list items addressed on February 14, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends Acceptance of Karsten Boulevard North Phase II – Water, Drainage and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective April 14, 2025, 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. COIC 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
Robert Hemminger
File: 16007-4-540

CERTIFICATION OF INFRASTRUCTURE FOR:

Karsten Blvd North Phase II

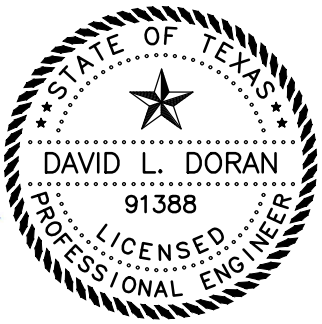
(Project Name)

I, David Leonard Doran,

(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



February 21,2025

TBPELS Firm Registration No. F-22671

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, TX 77357

City, State and Zip Code

(832) 823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800136

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisianna

d. Obligee(s): Brazoria County Municipal Utility District No 31 and Sterling Meridiana 35 GP, LLC; 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: September 25, 2024

Parties: Principal and Brazoria County Municipal Utility District No 31 and Sterling Meridiana 35 GP, LLC

Subdivision involved: Karsten Blvd North Ph II

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary, Drainage & Paving Facilities

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: $ 1,094,160.00

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: one year 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: September 25, 2024

SURETY: The Gray Casualty & Surety Company

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

ATTACH POWER OF ATTORNEY

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800136 **Principal:** Rodriguez Construction Group, LLC

Project: Construction of Water, Sanitary, Drainage & Paving Facilities for Karsten Blvd North Ph II for Brazoria County Municipal Utility District No. 31, Brazoria County, Texas

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: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, 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 25th day of September 2024

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 25th day of September, 2024

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.

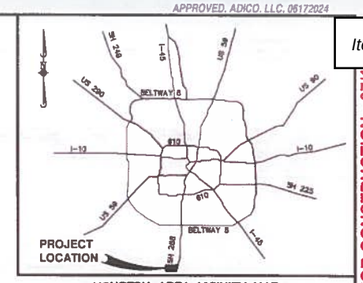
APPROVED, ADICO, LLC, 06172024

DEVELOPER:
STERLING MERIDIANA 35 GP LLC.
5851 SAN FELIPE, SUITE 800
HOUSTON, TEXAS 77057
(713)783-6702

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES
FOR

KARSTEN BLVD NORTH PHASE 2

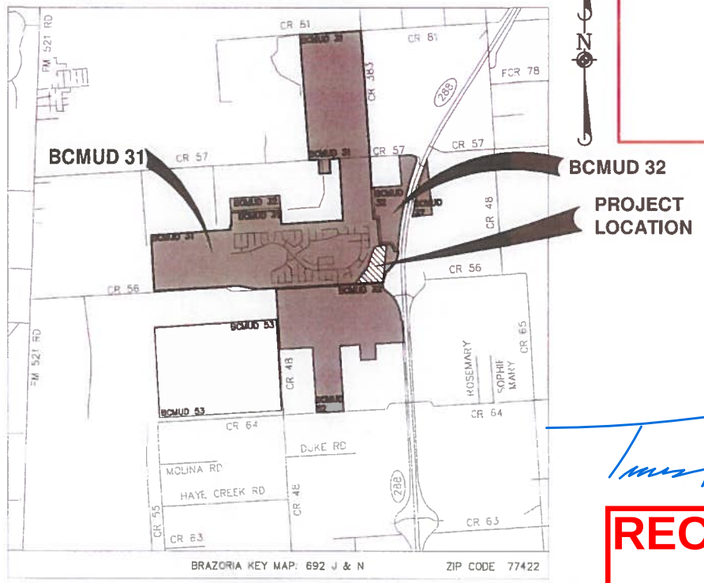
BRAZORIA COUNTY, TX M.U.D. NO. 31
BRAZORIA COUNTY, TX
PROJECT NO. 610.002.020.00



HOUSTON AREA VICINITY MAP
N.T.S.

SHEET LIST TABLE

Sheet Number	Sheet Title	
1	COVER SHEET	
2	GENERAL NOTES	
3	WATER & SANITARY OVERALL	△
4	DRAINAGE OVERALL	△
5	DRAINAGE CALCULATIONS	
6	GRADING OVERALL	
7	STORM WATER POLLUTION PREVENTION PLAN	
8	TRAFFIC SIGNAGE & PAVING MARKING OVERALL	
9	KARSTEN BLVD NORTH (STA 4+50.00 TO 13+50)	△△
10	KARSTEN BLVD NORTH (STA 13+50.00 TO 20+00)	△
11	SANITARY FORCEMAIN	△
12	STORM OUTFALL & EXTREME EVENT SWALE	
13	WATERLINE DETAILS – 1	
14	WATERLINE DETAILS – 2	
15	SANITARY SEWER DETAILS – 1	
16	SANITARY SEWER DETAILS – 2	
17	SANITARY SEWER DETAILS – 3	
18	STORM SEWER DETAILS – 1	
19	STORM SEWER DETAILS – 2	
20	STORM SEWER DETAILS – 3	
21	STORM SEWER DETAILS – 4	
22	STORM WATER POLLUTION PREVENTION DETAILS – 1	
23	STORM WATER POLLUTION PREVENTION DETAILS – 2	
24	PAVING DETAILS – 1	
25	PAVING DETAILS – 2	
26	PAVING DETAILS – 3	
27	PAVING DETAILS – 4	
28	SLOPE PAVING & TRAFFIC PAVEMENT MARKING DETAILS	



BRAZORIA KEY MAP: 692 J & N ZIP CODE 77422

LOCATION MAP
1"=1/4 mile

AS-BUILT DRAWINGS

RODRIGUEZ CONSTRUCTION GROUP

SIGNATURE: RR

DATE: 03/17/2025

STATE OF TEXAS
TRAVIS H. HARRISON
137397
LICENSED
PROFESSIONAL ENGINEER

03/17/2025

RECORD DRAWING

03/17/2025

THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

ISSUED FOR CONSTRUCTION

Issue Date - 07/17/2024

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E.	7/1/24	Kerry A. Osburn	7/1/24
President	Date	Vice President	Date
Brandon Middletown	7/1/24	Dinh V. Ho, P.E.	7/1/24
Secretary/Treasurer	Date	District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B230054

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 48.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64. ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED

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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

ENGINEER'S SEAL
TRAVIS H. HARRISON
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
TBPE NO. F-22671

STATE OF TEXAS
TRAVIS H. HARRISON
137397
LICENSED
PROFESSIONAL ENGINEER
06.13.2024

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

ROBERT HUMMINGBIRD, CITY MANAGER — DATE 6/17/2024

DINH V. HO, P.E. CITY ENGINEER — DATE 06/17/2024

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

PM: THH DFT: JW
DSN:SMW DATE: DATE

ISSUED FOR CONSTRUCTION - 07/17/2024

ELEVATION LAND SOLUTIONS - KARSTEN BLVD NORTH PHASE 2 - PROJECT NO. 610.002.020.00

ADICO
CONSULTING ENGINEERS

Monday, October 5, 2026

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sterling Lakes North Section 7 – Water, Sanitary, Drainage and Paving
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. 3794 (WSD), 4036 (Paving)
Adico, LLC Project No. 16007-4-501 (WSD), 16007-4-513 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for Final Approval of Sterling Lakes North Section 7, Water, Sanitary, Drainage and Paving Facilities.

City Council approved the project into the One Year Maintenance Period on September 9, 2024. Adico attended a final reinspection on December 15, 2025, with all outstanding punch list items addressed on August 6, 2026. Therefore, Adico, LLC recommends Final Approval of Facilities, effective October 19, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. 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
Dr. Tarron Richardson
File: 16007-4-501, 513

ADICO
CONSULTING ENGINEERS

Tuesday, September 3, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sterling Lakes North Section 7 – Water, Sanitary, Drainage and Paving
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 3794 (WSD), 4036 (Paving)
Adico, LLC Project No. 16007-4-501 (WSD), 16007-4-513 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 7 – Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on August 15, 2024, with all outstanding punch list items addressed on August 15, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 7 – Water, Sanitary, Storm and Paving Facilities into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date the project is approved by Brazoria County Commissioner's Court, if approved by City Council. The Engineer of Record shall provide approval from Commissioner's Court.

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

Binh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-501, 513

CERTIFICATION OF INFRASTRUCTURE FOR:

STERLING LAKES NORTH SECTION 7

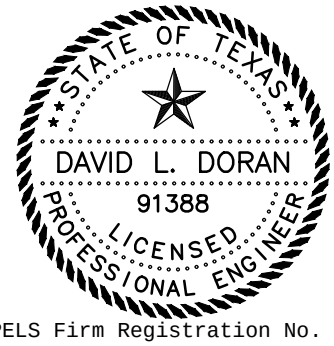
(Project Name)

I, David Leonard Doran,

(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



TBPELS Firm Registration No. F-22671

August 15, 2024

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

WARRANTY BOND

Bond No. 4475045

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

That we, Principal Paving Contractors, Ltd. on behalf of Astro Sterling Lakes North, LP (*Principal*), whose address and phone number is 27080 Mandell Road Cleveland, Tx 77328 / 832-480-5447, hereinafter called the Principal, and SureTec Insurance Company (*Surety*), a corporation existing under and by virtue of the laws of the State of Texas, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 2103 CityWest Boulevard Suite 1300 Houston, TX, 77042 and phone number is 866-732-0099, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Steve D. Nelson (*name/office*), and whose address and phone number is 2103 CityWest Blvd. Suite 1300 Houston, Texas 77042 / 713-812-0800, hereinafter called the Surety; are held and firmly bound unto L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of Five Hundred Seventeen Thousand Ninety Two and 59/100 Dollars ($ 517,092.59) current, lawful money of the United States of America, to be paid to said L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, said Principal is the Contractor who completed the roads, streets, and drainage improvements of the following Subdivision(s): Sterling Lakes North Section 7 located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas has promulgated certain rules, regulations and requirements relating to subdivisions in Brazoria County, Texas, as more specifically set out in the Brazoria County Subdivision Regulations, Brazoria County Roadway Design Criteria Manual, and Brazoria County Drainage Criteria Manual, as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the Principal will maintain the roads, streets, and drainage (the "Improvements") to serve said Subdivision, in accordance with the approved plans and specifications submitted to the County Engineer, for at least one year from the completion, inspection, and approval of said Improvements and until said Improvements have been accepted into the County Road System by the Commissioners Court of Brazoria County, Texas.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, its heirs, executors, administrators, successors, assigns and legal representatives, and each and every one of them do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the

construction and maintenance of all Improvements in the above named Subdivision, and that upon approval of the construction of said Improvements by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such Improvements for maintenance by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind, and obligate themselves to pay L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, for the use and benefit of Brazoria County, all losses or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of Improvements in the above named Subdivision.

The word Principal when used herein means Principal or Principals, whether an individual, individuals, partnership, corporation or other legal entity having the capacity to contract.

The word "Improvements" is used herein to mean each and every road, street, bridge and each and every ditch, culvert, channel, inlet, pond or other drainage improvement in the rights-of-way and easements in said Subdivision.

The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the Improvements and approval thereof by the County Engineer until final acceptance of the Improvements for maintenance by the Commissioners Court.

The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

(Signature Page Follows)

EXECUTED this the 22nd day of August, 20 24.

PRINCIPAL:

Principal Paving Contractors, Ltd. on behalf of Astro Sterling Lakes North, LP

By: _____
Name: Kevin Burns
Title: COO

SURETY:

SureTec Insurance Company

By: _____
Name: Kelly J. Brooks
Title: Attorney in Fact

(Surety to Attach Power of Attorney)

BRAZORIA COUNTY

_____

L.M. "Matt" Sebesta, Jr.
County Judge of Brazoria County, Texas

ATTEST:

_____

Joyce Hudman
Brazoria County Clerk

POA# 4221002

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of March , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 12th day of March , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of August 2024.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS 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.

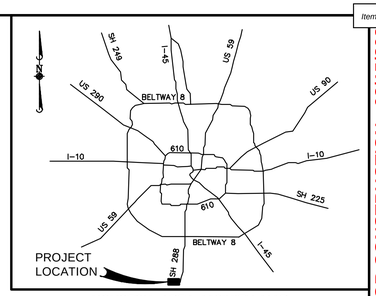
24x36

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
JOSH WADLEY
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES NORTH SEC. 7

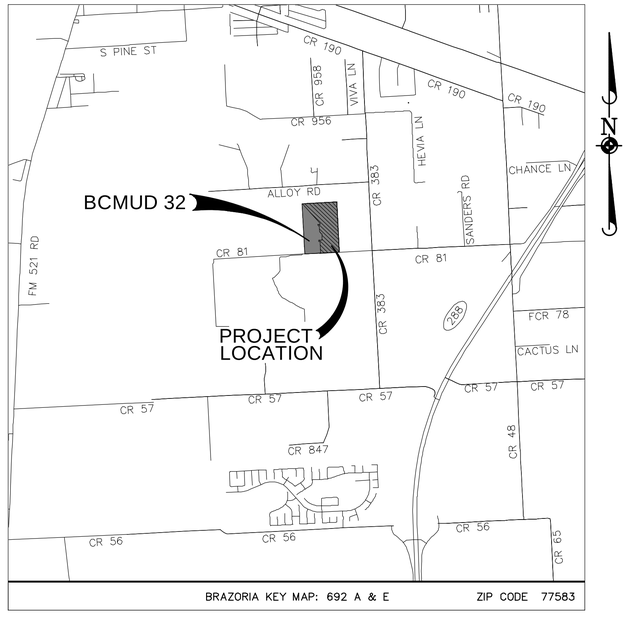
BRAZORIA COUNTY, TX M.U.D. NO.32
BRAZORIA COUNTY, TX
PROJECT NO. 610.002.023.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERALL
4	WATER & SANITARY OVERALL (1 OF 2)
5	WATER & SANITARY OVERALL (2 OF 2)
6	DRAINAGE SERVICE AREA MAP
7	DRAINAGE OVERALL (1 OF 2)
8	DRAINAGE OVERALL (2 OF 2)
9	DRAINAGE CALCULATIONS
10	GRADING OVERALL (1 OF 2)
11	GRADING OVERALL (2 OF 2) ⚠
12	STORM WATER POLLUTION PREVENTION PLAN
13	TRAFFIC SIGNAGE & PAVEMENT MARKINGS ⚠
14	CAPE RUBY DRIVE ⚠
15	ROSE GOLD DRIVE ⚠
16	JASPER BREEZE DRIVE ⚠
17	PEACOCK ORE DRIVE
18	EVENING EMERALD DRIVE (STA 0+00 TO 6+50)
19	EVENING EMERALD DRIVE (STA 6+50 TO 13+50)
20	OCEAN JASPER DRIVE
21	MONTANA RUBY DRIVE (STA 0+00 TO 5+50)
22	MONTANA RUBY DRIVE (STA 5+50 TO 9+50)
23	RUBY COPPER DRIVE
24	OUTFALL A & B
25	WATERLINE DETAILS – 1
26	WATERLINE DETAILS – 2
27	SANITARY SEWER DETAILS – 1
28	SANITARY SEWER DETAILS – 2
29	SANITARY SEWER DETAILS – 3
30	STORM SEWER DETAILS – 1
31	STORM SEWER DETAILS – 2
32	STORM SEWER DETAILS – 3
33	STORM SEWER DETAILS – 4
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35	STORM WATER POLLUTION PREVENTION DETAILS – 2
36	PAVING DETAILS – 1
37	PAVING DETAILS – 2
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39	PAVING DETAILS – 4
40	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (1 OF 3)
41	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (2 OF 3)
42	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (3 OF 3)



LOCATION MAP
1"=1/4 mile

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIACOUNTYTX.GOV 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

Plat/Plan approvals expire after 365 days

CONTRACTOR SHALL NOTIFY BRAZORIA DRAINAGE DISTRICT No. 4 AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES. FAILURE TO PROPERLY COORDINATE AN ON-SITE INSPECTION BEFORE CONCRETE IS POURED WILL CAUSE PORTIONS OF THE CONCRETE TO BE BROKEN OUT AT THE APPLICANT'S EXPENSE IN ORDER TO PROVE TO THE DISTRICT'S INSPECTOR THAT CONSTRUCTION COMPLIES WITH DISTRICT RULES, REGULATIONS & GUIDELINES.

THE CONTRACTOR MUST OBTAIN A PERMIT FROM BRAZORIA DRAINAGE DISTRICT No 4 PRIOR TO THE START OF CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON AN APPROVED DRAINAGE PLAN. THE PERMIT APPLICATION FORM IS AVAILABLE ON THE DISTRICT WEBSITE OR IN PERSON AT THE DISTRICT OFFICE.

ISSUED FOR CONSTRUCTION
Issue Date - 08/15/2024

BRAZORIA DRAINAGE DISTRICT NO. 4 SIGNATURE BLOCK

APPROVED BY BOARD OF COMMISSIONERS ON March 6, 2024

Brazoria Drainage District No. 4
District Engineer

THE SIGNATURES ABOVE ARE EVIDENCE THAT THE DISTRICT'S BOARD OF COMMISSIONERS APPROVED THIS SUBMISSION ON THE DATE PROVIDED ABOVE BASED UPON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED THE SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THE APPROVAL OF A FINAL DRAINAGE PLAN OR REQUEST FOR VARIANCE WILL TYPICALLY EXPIRE ONE YEAR AFTER THE DATE OF BOARD APPROVAL. THE APPROVAL OF A DRAINAGE IMPACT ANALYSIS, MASTER DEVELOPMENT PLAN, OR FINAL PLAT WILL TYPICALLY EXPIRE TWO YEARS AFTER THE DATE OF APPROVAL. SEE SECTION 12-IN THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES FOR ADDITIONAL INFORMATION REGARDING THE EXPIRATION OF APPROVALS. AFTER EXPIRATION, RE-APPROVAL IS REQUIRED. PLEASE NOTE THAT THE DISTRICT APPROVAL DOES NOT NECESSARILY MEAN THAT ALL INFORMATION IN THE SUBMITTAL HAS BEEN CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES" AND THIS APPROVED SUBMITTAL, THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES" SHALL PREVAIL. ANY BOARD APPROVED DEVIATIONS FROM DISTRICT CRITERIA SHALL BE ITEMIZED ON THE COVER PAGE AND OTHER APPROPRIATE SHEETS. ANY SUBMITTAL PREPARED BY A PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR HAS TYPICALLY BEEN SIGNED AND SEALED BY THAT LICENSED PROFESSIONAL. THAT SIGNATURE AND SEAL CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT ENGINEER OR SURVEYOR.

BDD4 REF ID#: 24-000022

RECORD DRAWING
08/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A ⅝" IRON ROD WITH CAP SET ON THE EAST SIDE OF COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE INTERSECTION OF COUNTY ROAD 57 AND COUNTY ROAD 383.

ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AND SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS NO. 48039C0110K, DATED DECEMBER 30, 2020 AND 48039C0105K, DATED DECEMBER 30, 2020.

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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
⚠ 05/13/2024	ADDED IRRIGATION SLEEVES & STREET NAME CHANGE	NB
⚠ 08/15/2024	UPDATED MINIMUM SLAB TABLE ELEVATIONS	TH

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MATT HANKS, P.E., COUNTY ENGINEER — DATE 7/26/24

KAREN MCKINNON, P.E., ASSISTANT COUNTY ENGINEER — DATE 7/24/24

ENGINEER'S SEAL
DE H. NGUYEN, P.E
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
STATE OF TEXAS · DE H. NGUYEN · 129536 · LICENSED PROFESSIONAL ENGINEER
02/21/2024
TBPE NO. F-22671

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.

ROBERT HEMMINGER, CITY MANAGER — DATE 3/21/2024

DINH HO, P.E., CITY ENGINEER — DATE 03212024

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: NB DFT: BNJ
DSN: WP DATE: OCT 2023
SHEET 1 OF 42

ISSUED FOR CONSTRUCTION - 08/15/2024

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

August 28, 2026

City of Iowa Colony
ATTN: Mayor
12003 Iowa Colony Boulevard
Iowa Colony, TX 77583-5719

RE: Interlocal Agreement with Brazoria County and the City of Iowa Colony

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Iowa Colony. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Iowa Colony. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions please feel free to contact me at 979.864.1265 or by email at engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Tricia Simmons

Tricia Simmons
Interlocal Coordinator

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF IOWA COLONY, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2026, to September 30, 2027. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF IOWA COLONY, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be

a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

(1) By the COUNTY through use of county equipment;

(2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

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

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2026.

BRAZORIA COUNTY, TEXAS

Signed by:
L. M. "Matt" Sebesta, Jr.
C007E8B964[illegible]19...

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

CITY OF _____

_____

By: Mayor

ATTEST:

_____

CITY SECRETARY

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

September 1, 2026

City of Iowa Colony
Office of the Mayor
12003 Iowa Colony Blvd
Iowa Colony, TX 77583

RE: Fiscal Year 2027 Road Project Request

Dear Mayor:

Attached is your FY27 Road Project Request Summary Form. After reviewing the information contained in this letter, please complete and return the enclosed Project Request Summary for Road Construction Overlay Projects **and** Ditch Digging Requests (maximum of four (4) locations) for which you are requesting labor and equipment from Brazoria County Road and Bridge for Fiscal Year 2027. Please do not include the roads from your FY 2026 road project request. Please do not alter the form and add additional lines.

Please return your signed and completed Project Request Summary by

November 15, 2026 by emailing to the following:

engineer-interlocals@brazoriacountytx.gov

FAILURE TO RETURN YOUR SIGNED PROJECT SHEET BY THE DEADLINE CAN POTENTIALLY DELAY YOUR PROJECTS

Ditch Digging Requests must be included in your Project Request Summary **and** must include a map with the requested area highlighted. Drainage design plans are REQUIRED and are the responsibility of the city.

Blanket Interlocal Requests such as pothole patching and culvert sets can be forwarded by written request to engineer-interlocals@brazoriacountytx.gov. **Culverts must be on-site with area** staked. Culvert set requests must include all of the following information in your request:

- Location
- Name and Contact Number (person requesting the work)
- Number of Culverts to be Set
- Diameter of Culverts to be Set

Cities are responsible for all material (road material, patching material, signs, culverts, etc.) and may be purchased through the County's suppliers. Cities will be invoiced for any material depleted from County Road and Bridge inventory. Cities should obtain a Purchase Order directly with the supplier, paying the supplier direct for material costs.

The County Road and Bridge Act authorized Commissioners Court to expend county funds and utilize county equipment to do road and street work within incorporated cities and towns, provided the governing body of the city or town consents ***and it does not interfere with county road and bridge projects.*** Therefore, work under this Interlocal agreement must be initiated by submitting a written request signed by your Mayor to the Engineer's Office. If such work is determined to be a benefit to the County by Commissioners Court, work will be performed as quickly as our Road Superintendent is able to schedule in coordination with other projects and commitments.

If you have any questions, please contact Tricia Simmons at 979.864.1265 or email engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Matt Hanks, PE
County Engineer

City of Iowa Colony
Interlocal Agreement Project Request Summary FY-27

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	Iowa Colony Blvd	Iowa Colony Blvd. between 288 north service road to Cedar Rapids pkwy heading East	6,850FT	20Ft	FDR the southbound lane from SH 288 North service road to 8916 Iowa Colony Blvd, then overlay both lanes to the asphalt end before Meridiana Elementary School.	
2	CR 190 (oak)	Iowa Colony Blvd to city limits heading west on CR 190	500ft	20FT	level up and overlay	
3	Pursely		5,200 FT	20 FT	Perform FDR on Pursley Blvd from Dubuque Pkwy (CR 63) south to Brister Rd, then apply a new asphalt overlay.	
4						

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor

Date

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:

Department Making Request: 30 - Public Works

Person Making Request:

Item Type: Agreement

Budgeted? N/A (no cost) Cost:

If budgeted, identify account:

Short Description:

Fiscal Year 2027 Road Project Request

Explanation/Justification Details:

The FY 2027 Road Project Request is the City of Iowa Colony's annual submission to Brazoria County identifying the priority roads it wants the County to repair or improve during the fiscal year. The City requests County labor and equipment and typically pays for the project materials. The County asks cities to prioritize projects and generally favors full-road overlays where appropriate, limiting more extensive road reconstruction to approximately two miles per year.

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
Interlocal Agreement Project Request Summary FY-27

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	Iowa Colony Blvd	Iowa Colony Blvd. between 288 north service road to Cedar Rapids pkwy heading East	6,850FT	20Ft	FDR the southbound lane from SH 288 North service road to 8916 Iowa Colony Blvd, then overlay both lanes to the asphalt end before Meridiana Elementary School.	
2	CR 190 (oak)	Iowa Colony Blvd to city limits heading west on CR 190	500ft	20FT	make road even and overlay	
3	Pursely		5,200 FT	20 FT	Perform FDR on Pursley Blvd from Dubuque Pkwy (CR 63) south to Brister Rd, then apply a new asphalt overlay.	
4						

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor

Date