

CITY COUNCIL MEETING

Monday, April 14, 2025 7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • <u>www.iowacolonytx.gov</u>

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, APRIL 14, 2025** AT **IOWA COLONY CITY HALL**, 3144 MERIDIANA PKWY., IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

- 1. Proclamation declaring Fair Housing Month
- 2. Proclamation declaring National Public Safety Telecommunicators Week
- 3. Proclamation declaring National Day of Prayer
- 4. Proclamation declaring Bike Safety Month

CITIZEN COMMENTS

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

PUBLIC HEARINGS

5. Hold a public hearing for a sign variance regarding the overall size of the primary and secondary signs located within Creekhaven Subdivision.

ITEMS FOR CONSIDERATION

- 6. Consideration and possible action to appoint members to the Teen Advisory Board and Historical Committee.
- Consideration and possible action on a policy related to the sale or disposition of surplus property.
- <u>8.</u> Consideration and possible action on a conveyance agreement with Brazoria County MUD 55 for water and wastewater systems.

- Consideration and possible action on an ordinance amending the FY2024-25 Crime Control and Prevention District budget.
- <u>10.</u> Consideration and possible action on a petition for annexation from Beazer Homes.
- 11. Consideration and possible action on petitions for ETJ expansion and city limit annexation from Maple Farms Holdings and Brazoria County MUD 90.
- 12. Consideration and possible action on an ordinance amending Chapter 30 of the City's Code of Ordinances related to signs and specifically related to digital billboards.
- 13. Consideration and possible action on a development agreement with Clear Channel Outdoor for digital billboards.
- <u>14.</u> Consideration and possible action on the salary survey report and adoption of an updated pay scale, effective April 21, 2025.
- 15. Consideration and possible action on an ordinance granting a variance regarding the overall size of the primary and secondary signs located within Creekhaven Subdivision.
- <u>16.</u> Consider approval of the Sterling Lakes at Iowa Colony Section 4 Partial Replat No. 1 Preliminary Plat.

CONSENT AGENDA

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

- <u>17.</u> Consider approval of the March 10, 2025 City Council worksession minutes.
- 18. Consider approval of the March 10, 2025 City Council meeting minutes.
- 19. Consider approval of the April 4, 2025 City Council meeting minutes.
- 20. Consider approval of an interlocal agreement with Brazoria County MUD 32.
- 21. Consider approval of the Sierra Vista West Section 11 Preliminary Plat.
- 22. Consider approval of the Alloy Road Street Dedication Phase I Preliminary Plat.
- 23. Consider approval of the Karsten Boulevard North Phase IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Preliminary Plat.
- <u>24.</u> Consider acceptance of the Quarterly Investment Report.
- 25. Consider acceptance of Brazoria County MUD 53 Water System expansion facilities into One-Year Maintenance Period
- <u>26.</u> Consider acceptance of Karsten Boulevard North Phase 2 Water, Drainage and Paving Facilities into One-Year Maintenance Period.
- 27. Consider approval of the Caldwell Crossing Section 1 Amending Plat No. 1.
- 28. Consider approval of the Caldwell Crossing Section 2 Amending Plat No. 1.
- 29. Consider approval of a Pro Level (\$5,000) Sponsorship for the Alvin ISD AIMS Athletics Award Banquet.
- <u>30.</u> Consider approval of a resolution authorizing the assignment of agreements related to the development of Brazoria County MUD 92.
- 31. Consider approval of a resolution authorizing the assignment of escrow agreements and funds related to the development of Brazoria County MUD 92.

COUNCIL COMMENTS

STAFF REPORTS

- 32. Building Official/Fire Marshal Monthly Reports
- 33. Police Department Monthly Report
- 34. Municipal Court Monthly Report
- 35. Public Works Monthly Report
- 36. City Engineer Monthly Report
- 37. Finance Monthly Reports
- 38. Technology Department Monthly Report
- 39. Water/Wastewater Utility Monthly Report

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:

- 40. Discuss appointments to the Crime Control and Prevention District Board of Directors.
- 41. Deliberate potential or threatened legal action related to development agreement default.
- 42. Discuss personnel matters related to City Attorney annual performance appraisal.
- 43. Discussion and deliberation on the process for selecting and appointing a City Manager and Interim City Manager and reviewing candidates, applications and interviews.
- 44. Discuss personnel matters relating to the City Manager's employment and receive update on investigation by outside legal counsel.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

45. Consideration and possible action on Executive Session matters.

ADJOURNMENT

I, Kayleen Rosser, hereby certify that the above notice of meeting of the Iowa Colony City Council was posted pursuant to the Texas Open Meeting Act (Chapter 551 of the Texas Government Code) on April 11, 2025.

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.

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Kayleen I	Rosser, City Secretary
Date Sign	ed:



WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans, and

WHEREAS, the National Fair Housing Law, during the month of April provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans; and

NOW THEREFORE, We, the City Council of Iowa Colony, Texas, do proclaim April as Fair Housing Month in Iowa Colony and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing Law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 14th day of April 2025.

 Wil Kennedy, Mayor



WHEREAS; National Public Safety Telecommunicators Week is observed annually during the second week of April to honor the thousands of men and women who serve as 911 telecommunicators, dispatchers, and call-takers across the United States; and

WHEREAS; public safety telecommunicators are the first point of contact in times of crisis, providing lifesaving assistance, guidance, and support to individuals in need; and

WHEREAS; public safety telecommunicators play a critical role in coordination emergency response efforts, ensuring that police, fire and emergency medical services are dispatched quickly and efficiently; and

WHEREAS; public safety telecommunicators work tirelessly and selflessly, often under stressful and demanding conditions, to ensure the safety and well-being of our community; and

WHEREAS; during National Public Safety Telecommunicators Week, we recognize and express our gratitude to these dedicated professionals for their unwavering commitment to public safety and their invaluable contributions to our communities;

NOW THEREFORE; I, Wil Kennedy, Mayor of the City of Iowa Colony, do hereby proclaim April 13-19, 2025, as "National Public Safety Telecommunicators Week" in the City of Iowa Colony, Texas and urge all citizens to join me in recognizing the contributions of public safety telecommunicators and expressing our appreciation for their service.

IN WITNESS WHEREOF, I have hereunto set hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 14th day of April, 2025.

Wil Kennedy
Mayor of Iowa Colony, Texas



WHEREAS, throughout the history of our nation, in times of plenty, in days of scarcity, in periods of joy, and in moments of sorrow, many have turned to prayer, reaching out to a higher being for courage, for guidance to give thanks and to seek solace; and

WHEREAS, the first Continental Congress called for a National Day of Prayer in 1775 and President Abraham Lincoln called for a National Day of Prayer in 1863; and

WHEREAS, the National Day of Prayer was established as an official annual day of observance in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman. The law was amended in 1988 by President Ronald Reagan to establish the first Thursday of every May as the National Day of Prayer; and

WHEREAS, the 2025 National Day of Prayer provides an opportunity to pray for our nation, its people and its leaders while honoring the commitment to religious liberty and tolerance that contributes to our continued strength; and

WHEREAS, there is power in prayer, we can find hope and comfort in grace and guidance of a loving God.

NOW, THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, Texas, do hereby proclaim May 1, 2025 as **National Day of Prayer**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 14th day of April 2025.

Wil Kennedy, Mayor



WHEREAS; the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Iowa Colony's scenic beauty; and

WHEREAS; throughout the month of May, the residents of Iowa Colony and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS; Iowa Colony's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS; creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Iowa Colony, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS; the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the month of May; and

WHEREAS; these groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, retail establishments, and cultural and scenic attractions; and

WHEREAS; these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

NOW, THEREFORE; I, Wil Kennedy, Mayor of Iowa Colony, do hereby proclaim May 2025 as **Bike Month** in Iowa Colony, and I urge all residents to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 14th day of April, 2025.

——— Wil Kennedy

City of Iowa Colony Policy for Sale and Disposal of Surplus Personal Property

Purpose: To establish a consistent and transparent process for the sale or disposal of surplus personal property owned by the City of Iowa Colony, Texas ("City") in compliance with applicable laws and regulations.

Scope: This policy applies to all surplus personal property owned by the City that is no longer needed for municipal purposes.

Definitions:

- 1. **Surplus Personal Property:** Any tangible item owned by the City that is obsolete, no longer functional, or no longer required for city operations.
- 2. **Fair Market Value (FMV):** The estimated value of an item based on current market conditions.
- 3. **Obsolete:** Goods, materials, or equipment that are out of date and no longer useful.
- 4. **Damaged:** Goods, materials, or equipment that have sustained physical damage to the extent they are no longer functional.
- 5. **Deteriorated:** Goods, materials, or equipment that are worn out from use, weather exposure, or age.
- 6. Scrap: Material or parts that have no value except for their basic material content.

Policy:

1. Declaration of Surplus Property:

- Department heads shall identify items no longer needed and submit a request to the City Manager or designee by email to declare the property as surplus, damaged, or obsolete property by email.
- The City Manager or designee shall review the request and, if appropriate, declare the property as surplus.
- Once property is declared as surplus, the department head shall maintain a current listing of all property designated as surplus. This listing shall be made available to all departments to ensure that City departments have first choice of surplus property and equipment prior to sale or disposal.
- 2. **Methods of Sale or Disposal:** Surplus personal property may be sold or disposed of using one or more of the following methods:

a. Public Auction:

o Items may be sold through a public auction, either in-person or online, to ensure transparency and fairness.

b. Direct Sale:

The City may sell items directly to an individual, organization, or business
if it is determined to be in the best interest of the City.

c. Fair Market Value Assessment:

- For vehicles or items that are \$5,000.00 and above, the City may use services such as CarMax, Carvana, or similar platforms to obtain a cash offer as a guideline for FMV.
- Alternatively, the City may seek appraisals or use online marketplaces to determine FMV.

d. City Website:

 Surplus property may be listed for sale on the City's official website to provide an additional option for disposal.

e. Donation:

o If the property has minimal or no resale value, it may be donated to a nonprofit organization or another governmental entity. City Council approval is required for donations of property valued over \$50,000.

f. Recycling or Disposal:

 Items deemed unsellable or without value may be recycled or disposed of in an environmentally responsible manner.

3. Approval and Documentation:

- Sales or disposals of surplus property with an estimated value of \$50,000 must be approved by the City Council.
- o All transactions must be documented, including the method of sale or disposal, the amount received, and the recipient.

4. Proceeds:

 Proceeds from the sale of surplus property shall be deposited into the City's general fund or other appropriate funds as determined.

5. Unsold Items:

- Items that fail to sell after two attempts from Section 2. Methods of Sale, may be scheduled for disposal at a landfill or scrap yard with prior approval from the City Manager.
- City employees and officials may purchase unsold surplus property through
 Section 2. Methods of Sale, outlined in this policy before disposal.

Implementation: The City Manager or designee is responsible for implementing this policy and ensuring compliance with all applicable laws and regulations.

Effective Date: This policy is effective as of [Date].

FACILITY CONVEYANCE AGREEMENT

This Facility Conveyance Agreement (the "Agreement") is made and entered into
as of the day of, 2	2025, (the "Effective Date") by and between
BRAZORIA COUNTY MUNICIPAL UTILI	TY DISTRICT NO. 55, a conservation and
reclamation district created pursuant to the	authority of Article XVI, Section 59, of the
Constitution of Texas, and operating under t	the provisions of Chapters 49 and 54, Texas
Water Code, as amended ("MUD 55"), and	the CITY OF IOWA COLONY, TEXAS, a
municipal corporation and home rule city of	the State of Texas (the " <u>City</u> ").

RECITALS

MUD 55 owns a water supply and distribution system to serve the area within the boundaries of MUD 55 (collectively, the "<u>Water Supply Facilities</u>"). The Water Supply Facilities include, without limitation, (i) water distribution lines, and (ii) a permanent water well and a water treatment plant located on the land described on <u>Exhibit A</u> attached hereto (the "<u>Water Plant Site</u>"), with capacity to serve 2,666 equivalent single-family connections ("<u>ESFC</u>") (the "<u>Reserved Water Capacity</u>").

MUD 55 also leases wastewater treatment facilities, including a 0.48 MGD steel wastewater treatment plant (the "Temporary WWTP") governed by the Equipment Lease Agreements between MUD 55 and AUC Group, LP for Phase 1 (0.16 MGD) ("WWTP Phase 1"), Phase 2 (0.16 MGD) ("WWTP Phase 2"), and Phase 3 (0.16 MGD) ("WWTP Phase 3") (collectively, the "Lease Agreements"), and is currently constructing the Phase 1 Permanent Wastewater Treatment Plant (the "Phase 1 Permanent WWTP"), which is anticipated to be completed by December 2025 (the Temporary WWTP and the Phase 1 Permanent WWTP are referred to collectively herein as the "Wastewater Treatment Plant"), all on the tracts described on Exhibit B attached hereto (collectively, the "WWTP Sites"). Further, MUD 55 owns a collection system to serve the area within the boundaries of MUD 55 and the portion of Brazoria County Municipal Utility District No. 57 located within the City ("MUD 57").

MUD 55 also owns one lift station (the "<u>Lift Station</u>") located on the WWTP Site. The Lift Station has the capacity to serve 4,300 ESFCs (the "<u>Reserved Lift Station Capacity</u>").

The Wastewater Treatment Plant, the regional and internal collection lines, the Lift Station, and related appurtenances are referred to collectively herein as the "Wastewater Facilities." The Temporary WWTP, as expanded by the Phase 1 Permanent WWTP, will have the capacity to serve 4,300 ESFCs at a rate of 240 gallons per day of wastewater flow per ESFC, with 3,046 ESFCs for MUD 55 (the "MUD 55 Capacity") and 1,037 ESFCs for MUD 57 (the "MUD 57 Capacity") (the MUD 55 Capacity and the MUD 57 Capacity are collectively referred to herein as the "Reserved Wastewater Capacity").

The Wastewater Facilities together with the Water Supply Facilities, the Water Plant Site, and the WWTP Sites are referred to herein as the "<u>Facilities</u>." MUD 55 currently owns and operates the Facilities, with the exception of the Phase 1 Permanent WWTP, which, as of the date of this Agreement, is under construction, and the Temporary WWTP, which it operates but it does not own.

The Rally 288 West Planned Unit Development District, approved by City Ordinance No. 2022-09, provides that, "Wastewater generated within the development will be collected by an internal network of gravity flow lines and lift stations and treated at the BCMUD No. 55 wastewater treatment plant in Meridiana, unless the City of Iowa Colony builds a regional wastewater plant closer to Rally 288 West in which case wastewater would be treated at that plant." In order for the developer in MUD 57 to secure wastewater treatment capacity before the City finalized plans for a regional wastewater treatment plant, MUD 55 and MUD 57 entered into that certain Joint Facilities and Interconnect Agreement, dated August 8, 2024 (the "Joint Facilities Agreement"), whereby (i) MUD 57 has agreed to purchase the MUD 57 Capacity in the Phase 1 Permanent WWTP, (ii) the parties thereto established the terms and conditions by which MUD 55 and MUD 57 will share in the operation and maintenance expenses in the Wastewater Treatment Plant, and (iii) MUD 57 has agreed to contribute its Proportionate Share (as defined therein) for the construction of any additional permanent wastewater treatment plant(s) which the City requires MUD 55 to construct.

MUD 55 and Brazoria County Municipal Utility District No. 56 ("MUD 56") are parties to that certain Second Amended and Restated Interconnect Agreement, dated April 11, 2019, as amended by the First Amendment thereto, dated November 9, 2023, that Second Amendment thereto, dated April 11, 2024, and that Third Amendment thereto dated August 8, 2024, which establishes the terms and conditions by which emergency water supply will be provided to MUD 55 and MUD 56 (as amended, the "Interconnect Agreement").

MUD 55 and Meridiana Maintenance, LLC are parties to that certain Access and Use Agreement, dated January 16, 2020, which allows for Meridiana Maintenance, LLC to access and use the WWTP Site for storage of the supplies, tools and equipment used for the maintenance of the drainage and detention facilities within MUD 55 (the "Access and Use Agreement").

The City and MUD 55 are parties to the Shared Financing Agreement by and between the City, Reinvestment Zone Number Two of Iowa Colony, Texas, Iowa Colony Development Authority and MUD 55, effective February 15, 2011 (the "Financing Agreement"), in which the parties previously agreed that MUD 55 would convey ownership and operation of the Facilities to the City upon two years' prior notice of a demand to convey the Facilities and upon entering into a utility agreement to set forth

the terms and conditions under which the City will provide water supply and wastewater treatment services to MUD 55, and MUD 55 will have reserved to its benefit the capacity in the facilities that it conveys to the City.

The City now wishes to acquire, own and operate and maintain the Facilities and to collect water and sanitary sewer fee revenue from the utility customers within MUD 55, which will become customers of the City upon the conveyance of the Facilities.

AGREEMENT

- I. <u>Recitals</u>. The recitals above are true and correct and incorporated for all purposes as part of this Agreement.
- II. <u>Purpose</u>. The purpose of this Agreement is to set forth the parties' agreement as to the conveyance, ownership and operation of the Facilities while recognizing that several actions must be taken to affect such purpose. Such actions shall occur as follows (all capitalized terms are as defined herein):
 - a. It is the intent of the City and MUD 55 to have (i) the Facilities transferred, (ii) the Water Plant Site and the WWTP Site conveyed, and (iii) any water line or sanitary sewer line easements related to the Facilities assigned, to the City on December 31, 2026 (the "Conveyance Effective Date"). Any Facilities that are constructed after the Conveyance Effective Date will be conveyed to the City upon completion of construction by MUD 55 and after acceptance of such facilities by MUD 55 and the City. Notwithstanding anything else contained herein, it is understood and agreed that MUD 55 shall have the ability to continue development and to connect to existing water lines within the boundaries of MUD 55, even after the Conveyance Effective Date. Except as specifically stated otherwise, all provisions of this Agreement will become effective on the Conveyance Effective Date.
 - b. MUD 55 acknowledges that it is currently purchasing and installing AMI smart water meters from the City for all new water taps within MUD 55, and agrees to continue such purchases and installations until the Conveyance Effective Date. Additionally, MUD 55 agrees to allow the City's contractor, on behalf of the City, to replace existing analog water meters for customers of MUD 55 at the City's sole cost, subject to payment to the City of MUD 55's pro rata share of such meter replacement in the amount of \$35,000.00 per year (the "MUD 55 Pro Rata Share"). The MUD 55 Pro Rata Share shall be due and payable by MUD 55 to the City on April 1st of each year for 5 years, commencing on April

- 1, 2025, and ending on April 1, 2029; provided that the first payment shall be due within thirty (30) days of the Effective Date.
- Within sixty (60) days after execution of this Agreement, MUD 55 will charge each MUD 55 customer a surcharge fee equal to five percent (5%) of the fees charged by MUD 55 to each customer for water and sewer service, exclusive of all regional water authority fees, as partial consideration for this agreement (the "Surcharge Fee"). Should the City stop collecting its 5% franchise fee prior to the Conveyance Effective Date, the provisions in this paragraph will immediately become null and void and MUD 55 shall have no further obligation to collect or remit the Surcharge Fee. The Surcharge Fees will be collected by MUD 55's operator and the Surcharge Fees actually collected by MUD 55 will be due and payable to the City no later than thirty (30) days after each monthly MUD 55 Board of Directors meeting (the "Surcharge Fee payment date"). It is understood that the Board of Directors typically meets on the second Thursday of each month, subject to availability of a quorum. If a meeting is rescheduled for a day other than the second Thursday of the month, such date will be considered the regular meeting date for that month, and the Surcharge Fee payment date will be thirty (30) days following such meeting. MUD 55 agrees to follow all procedures set forth in the MUD 55 Amended Rate Order for the collection of all water and sewer fees, including the Surcharge Fees. Each Surcharge Fee payment that is not paid on or before the Surcharge Fee payment date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Surcharge Fee, for each week or portion thereof during which the Surcharge Fee remains unpaid. Notwithstanding the foregoing, it is understood and agreed that, prior to the Conveyance Effective Date, the MUD 55 Board of Directors shall retain its discretion to forego water termination for any customer's failure to pay water and sewer fees. Further, notwithstanding anything contrary to this Agreement, MUD 55 may inform its customers about the implementation of the Surcharge Fees pursuant to this Agreement without expressing an opinion with regard to the Surcharge Fees. Should the City stop collecting its 5% franchise fee prior to the Conveyance Effective Date, the provisions in this paragraph will immediately become null and void and MUD 55 shall have no obligation to collect or remit the Surcharge Fee.
- d. With respect to the Wastewater Treatment Plant, MUD 55 agrees to file with the Texas Commission on Environmental Quality ("TCEQ") an application transferring MUD 55's Texas Pollutant Discharge Elimination System ("TPDES") permit to the City at least sixty (60) days

prior to the Conveyance Effective Date and work diligently with the TCEQ to complete the transfer. Further, MUD 55 will execute and deliver to the City the Utility Conveyance (hereinafter defined) conveying the Wastewater Treatment Plant to the City as soon as practicable after MUD 55's TPDES permit for the Wastewater Treatment Plant has been transferred to the City.

- e. With respect to the Water Supply Facilities, MUD 55 agrees to file with the TCEQ an application transferring MUD 55's water well permit to the City at least sixty (60) days prior to the Conveyance Effective Date and work diligently with the TCEQ to complete the transfer. Further, MUD 55 will execute and deliver to the City the Utility Conveyance (hereinafter defined) conveying the Water Supply Facilities to the City as soon as practicable after MUD 55's water well permit has been transferred to the City.
- f. As soon as practicable after MUD 55 conveys each Facility to the City as set forth in this Agreement, the City will countersign and deliver to MUD 55 a utility conveyance document for each owned Facility in the form attached hereto as Exhibit C (the "Utility Conveyance"), special warranty deeds for the Water Plant Site, and the WWTP Site in the form attached hereto as Exhibit D (the "Deed"), and assignments of easement for any water line or sanitary sewer line easements related to the Facilities in the form attached hereto as Exhibit E (the "Assignment of Easement"). MUD 55 shall retain the obligation to make any lease payments for the Temporary WWTP and payment of debt service for the purchase or reimbursement of the Facilities.
- g. MUD 55 will record the Utility Conveyance(s), the Deed(s), and the Assignment(s) of Easements in the real property records of Brazoria County.
- III. <u>Conveyance of Facilities/Reserved Capacity</u>. MUD 55 agrees to convey the Facilities to the City pursuant to one or more Utility Conveyances, Deeds, or Assignments of Easements, as applicable, as provided herein. The Reserved Water Capacity, Reserved Wastewater Capacity, and Reserved Lift Station Capacity will remain reserved to serve land only within the boundaries of MUD 55 and the portion of MUD 57 located within the City, in accordance with the capacity reservations set forth herein, unless and until MUD 55 and the portion of MUD 57 located within the City have been fully built out. For purposes of this Agreement, full buildout means that the Facilities necessary to serve 100% of the developable land in MUD 55 and the portion of MUD 57 located within the City and all buildings served by such Facilities have been constructed.

The Wastewater Facilities are currently being expanded by MUD 55, as provided for herein, to serve up to 4,300 ESFCs (at a rate of 240 gallons per day of wastewater flow per ESFC). At this time, MUD 55 expects that 4,300 ESFCs at 240 gallons per day of flow for wastewater and 360 gallons per day of flow for water is sufficient to serve projected development within MUD 55 at full build-out, which is estimated to be 3,046 ESFCs, and up to 1,037 ESFCs within the portion of MUD 57 located within the City.

IV. Operation of Facilities/Standards of Operator. Upon the recordation of the Utility Conveyance(s), the City agrees that it will operate and maintain the Facilities at its sole cost and expense; provided, however, that MUD 55 will continue to make all payments due under the Lease Agreements as required by the Lease Agreements, unless MUD 55 exercises the purchase option(s) provided under the Lease Agreements at an earlier date. At such time as the City assumes ownership of the Facilities, (i) MUD 55 shall no longer be responsible for its pro-rata share of the operation and maintenance expenses of the Facilities as provided in the Joint Facilities Agreement (the City will pay MUD 57's pro-rata share of the operation and maintenance expenses of the Facilities under the Joint Facilities Agreement pursuant to the Utility Functions Agreement between the City and MUD 57, and will assume MUD 55's pro-rata share of the operation and maintenance expenses of the Facilities as provided in the Joint Facilities Agreement as of the Conveyance Effective Date), (ii) the City will meter and bill customers for water and sanitary sewer services, and (iii) all revenues for water and sanitary sewer services will be kept by the City, subject to the retention of certain tap fees described in Section X below by MUD 55.

Upon conveyance of the Facilities or upon any change in third-party company to operate the Facilities, there shall be no reduction in operator services provided to customers of MUD 55 or reduction in service quality as required of Si Environmental by MUD 55, as set forth in the current contract between MUD 55 and Si Environmental. In addition, any contract for the operation of the Facilities shall place the following requirements on such operator ("Operator"):

- a. Operator shall maintain and operate a Customer Care Department (the "<u>Customer Care</u>"), 24 hours a day, 365 days per year. The telephone number of Customer Care shall be clearly displayed on each monthly bill sent to the City's customers. Customer Care will maintain, to the extent reasonably possible, the ability to operate during natural disasters.
- b. Operator will respond to any emergency (as defined below) 24 hours a day, 365 days per year. Emergency is defined as, but not limited to:
 - 1. A hazardous condition;

- 2. A loss of water pressure, or serious degradation of water quality at one or more customer locations;
- 3. A blockage of any type in the sewage collection system;
- 4. A condition resulting in the degradation of the drinking water; or
- 5. A condition which, in the opinion of the operator, or any authorized City representative, poses an immediate threat to develop into one of the four emergencies listed above.
- c. Operator will, during its standard workday, perform repairs, which are not emergencies (as defined above). Operator will schedule such non-emergency repairs on a first call, first-serve basis, unless specifically asked to accelerate its response to a particular item by an authorized City representative. Any nonemergency repair shall, to the extent practicable, be completed within 24 hours of receipt of notice of the requested repair.
- d. MUD 55 may request the Operator's attendance at meetings of the Board of Directors of MUD 55, and such attendance by Operator shall be at MUD 55's sole cost and expense.

It is the intent of the parties that immediately upon the transfer of the Facilities, the City shall have been conveyed and shall have assumed full ownership and operation of the Facilities, and that all customers of water and sanitary sewer services within MUD 55 shall be customers of the City. In the event that legal title to the Water Supply Facilities and/or Wastewater Treatment Plant cannot be conveyed to the City until the TCEQ approves the transfer of the applicable permit to the City, MUD 55 agrees that the City shall operate, or engage an operator to operate, as may be required by this Agreement, such facilities on behalf of MUD 55 at the City's sole cost and that the City will meter and bill all customers within MUD 55 and that portion of MUD 57 located within the City for water and sanitary sewer services, and the City shall retain the water and sanitary sewer revenues until the TCEQ approves the transfer of applicable permits.

The City agrees to use reasonable diligence and care in the operation, maintenance, repair, replacement and rehabilitation of all components of the Facilities by following industry maintenance standards and schedules to maintain the useful life of the Facilities. The City acknowledges the current aesthetics of the Facilities, including the use of trees to provide a buffer for the Wastewater Treatment Plant, and the City agrees to properly maintain the aesthetics and landscaping in accordance with industry standards. Upon conveyance of the Facilities, the City shall be responsible for ensuring optimal performance, reliability, and regulatory compliance of all Facilities. This shall include routine inspections, preventative and predictive maintenance, immediate corrective

actions, regular calibration of equipment, adherence to safety and environmental regulations, and implementation of best practices in operations. The objective is to achieve maximum efficiency, extend the lifespan of equipment, minimize downtime, ensure high-quality water treatment, and consistently meet or exceed all regulatory standards and service expectations. The operation, maintenance, repair, and rehabilitation of all components of the Facilities shall be in full compliance with applicable permits and applicable laws and regulations of all governmental entities with jurisdiction.

Not later than the Conveyance Effective Date, the City will procure and maintain adequate property and boiler and machinery insurance on the Facilities in amounts sufficient for the insurer to pay the replacement cost of all Facilities.

V. <u>Water and Sanitary Sewer Rates/Tap Fees and Other Charges</u>. Upon conveyance of the Facilities, the City shall provide retail service to and fix such rates and charges for customers of the Facilities, provided that the rates and charges for services afforded by the Facilities will not exceed the rates charged to other users within the City.

Prior to the Conveyance Effective Date, the City will adopt a discounted public space user rate for irrigation purposes (i.e., for irrigation of boulevards, detention ponds, public parks and public recreational facilities, including, without limitation, for Oasis Village) to be applied equally to all public space users who are customers of the City.

VI. <u>Assignment of Agreements/Access to Facilities</u>. MUD 55's rights, titles, obligations, and responsibilities under the Interconnect Agreement, Joint Facilities Agreement and Access and Use Agreement will be assigned to the City, the form of which assignment is attached hereto as <u>Exhibit F</u>.

The City agrees that neither MUD 55 nor Meridiana Maintenance, LLC is required to remove the Storage Buildings (as defined in the Access and Use Agreement) from the WWTP Sites; provided, however, that all equipment and supplies must be removed from the Storage Buildings on or before December 31, 2028, and neither MUD 55 nor Meridiana Maintenance, LLC shall have access to such building after December 31, 2028. Should the City elect to remove the Storage Buildings after December 31, 2028, it may do so at its sole cost and expense.

VII. <u>Expansion of Facilities</u>. MUD 55 will continue to exist for purposes of constructing and financing additional water, sanitary sewer, and drainage facilities. All expansions of Facilities within MUD 55 that occur after the Conveyance Effective Date will be conveyed to the City for ownership and operation upon completion and acceptance by the City of the same pursuant to a Utility Conveyance, the form of which is attached hereto as <u>Exhibit C</u>, along with any related land conveyances pursuant to the Deed(s), the form of which is attached hereto as <u>Exhibit D</u>, and any related Assignment(s)

of Easement, the form of which is attached hereto as <u>Exhibit E</u>. Capacity in such expansions shall be reserved to MUD 55 and MUD 57, as applicable, as provided for in <u>Section III</u>, and shall thereafter be included in Reserved Water Capacity, Reserved Wastewater Capacity, or Reserved Lift Station Capacity.

VIII. <u>Construction of Permanent Wastewater Treatment Capacity</u>. Notwithstanding any agreements by the parties to the contrary, including, without limitation, any provisions of the Financing Agreement, MUD 55 will be required to replace its existing temporary wastewater treatment plant capacity with a permanent wastewater treatment plant, as further described below (the "<u>Permanent Wastewater Treatment Plant</u>"). Below are the capacities for the Temporary WWTP:

Facility	Capacity
WWTP Phase 1	0.16 mgd
WWTP Phase 2	0.16 mgd
WWTP Phase 3	0.16 mgd
Total	0.48 mgd

The City and MUD 55 agree that the Temporary WWTP will be replaced with equal capacity in a Permanent Wastewater Treatment Plant on or before December 31, 2040; provided, however, that MUD 55 may elect to replace the Temporary WWTP with capacity greater than 0.48 mgd in a Permanent Wastewater Treatment Plant at its sole cost and expense. Notwithstanding the previous sentence, if the City reasonably determines in consultation with the City's operator and MUD 55's engineer that the Temporary WWTP is nearing the end of its useful life and must be replaced earlier than December 31, 2040 due to no failure of the City to adhere to the requirements set forth in Article IV above, then the City shall designate a replacement date (such replacement date or December 31, 2040, as applicable, being referred to herein as the "Replacement Date"). Additionally, MUD 55 can, at any time, proceed with the design and construction of the Permanent Wastewater Treatment Plant if MUD 55 reasonably determines in consultation with its engineer and financial advisor that such expansion would be advantageous to MUD 55.

Not later than twenty-four (24) months prior to the Replacement Date, the City shall give MUD 55 written notice or MUD 55 shall give the City written notice (each a "Notice") of its intent to begin design of the Permanent Wastewater Treatment Plant, together with the costs of design and construction as estimated by the City's engineer or MUD 55's engineer, respectively. MUD 55 will then, on its schedule, proceed with the design and construction of the Permanent Wastewater Treatment Plant with the intention of having the permanent capacity completed prior to the Replacement Date. The City may include additional capacity in the Permanent Wastewater Treatment Plant, in which case MUD 55 shall only be responsible for paying its pro-rata share (i.e., the percentage derived by dividing MUD 55's capacity in the Permanent Wastewater Treatment Plant

by the total capacity in the Permanent Wastewater Treatment Plant). The City agrees to cooperate fully with MUD 55 in the issuance of bonds by MUD 55 to finance the Permanent Wastewater Treatment Plant.

Should MUD 55 fail to commence design of the Permanent Wastewater Treatment Plant within ninety (90) days of receipt of Notice from the City, then the City can require MUD 55 to deposit with the City 100% of its pro rata share of the estimated costs to design the Permanent Wastewater Treatment Plant, and the City can commence design and construction. Should the City elect to construct the Permanent Wastewater Treatment Plant, then, not later than 10 business days after the receipt of bids for the Permanent Wastewater Treatment Plant, the City shall provide written notice to MUD 55, including a tabulation of all bid results, and specifying the identified contractor and the contract price. MUD 55 agrees to deposit any necessary additional funds for its proportionate share of the contract price with the City within 180 calendar days of receipt of the bid tabulation. The City agrees to deposit such funds into a designated fund to be accounted for separately. All moneys on deposit in such fund, including any interest earned thereon, shall be used only to pay the contract price. Notwithstanding the foregoing, MUD 55 may send a written request to the City requesting additional time to construct the Permanent Wastewater Treatment Plant due to unforeseen circumstances, which request must be approved or denied by the City.

If the Permanent Wastewater Treatment Plant is designed and constructed by the City pursuant to the immediately preceding paragraph, upon completion of the construction of the Permanent Wastewater Treatment Plant, the City will perform a final accounting of the costs of the design and construction of the project and provide the accounting to MUD 55. If MUD 55's share of the total costs of the project exceeds its deposit, then the City shall invoice MUD 55 for such respective shortfall, which MUD 55 shall pay within 45 days of receipt of the invoice. If the accounting shows that MUD 55 overpaid, the City shall refund such overpayment to MUD 55 within 45 days of the final accounting.

Notwithstanding anything to the contrary set forth herein:

A. In the event that the City fails to comply, through action or inaction, with the rules set forth in Title 30 Texas Administrative Code ("TAC") Chapter 293, Subchapter E in the design and/or construction of a Permanent Phase, including, without limitation, the sizing of any Permanent Phase or re-rating of any portion of the Permanent Wastewater Treatment Plant, that results in MUD 55 being unable, through no fault of its own, to obtain TCEQ approval to issue bonds or Texas Attorney General approval to close on such bonds to finance a Permanent Phase, MUD 55 shall be under no obligation to issue such bonds pursuant to this Section VIII or such issuance will be delayed until the issue is resolved. Notwithstanding the foregoing, if an issue arises that could prevent MUD 55 from

issuing bonds, MUD 55 agrees to work diligently with the City to find a solution that enables the issuance of bonds. Additionally, MUD 55 agrees to notify the City in writing during the design of a Permanent Phase if any City action or inaction may jeopardize MUD 55's ability to obtain TCEQ approval to issue the bonds and Texas Attorney General approval to close on such bonds to finance a Permanent Phase.

- B. The City understands MUD 55 has and will issue tax exempt bonds to finance the Facilities. Within thirty (30) days of notification of an audit of any series of bonds issued by MUD 55 by the United States Internal Revenue Service (the "IRS"), MUD 55 shall send written notice to the City of such audit and the City agrees to cooperate fully with MUD 55 in responding timely to any questions or requests for documentation or inspections from the IRS.
- IX. <u>Annual Payments</u>. In consideration of the conveyance of the Facilities by MUD 55 to the City and the ongoing financial obligations of MUD 55, the City shall make an annual payment to MUD 55 (the "<u>Annual Payment</u>"). The Annual Payments shall be made on January 1 for each of the years set forth below:

Year Due	Annual Payment Amount
2027	\$150,000
2028	\$150,000
2029	\$150,000
2030	\$150,000
2031	\$150,000

The Annual Payment shall be used by MUD 55 only for purposes allowed under Chapters 49 and 54, Texas Local Government Code.

The initial Annual Payment shall be paid by the City to MUD 55 no later than January 1, 2027, and each subsequent Annual Payment shall be paid by the City to MUD 55 each January 1 thereafter (January 1 of each year from 2027 through 2031 is referred to herein as the "Payment Date"). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. The City and MUD 55 shall maintain proper books, records and accounts as required by State law.

Additionally, upon the conveyance of the Facilities, MUD 55 is entitled to retain any tap fees collected pursuant to MUD 55's Amended Rate Order and Regulations Governing Water and Sanitary Sewer Lines and Connections, effective July 11, 2024, and as may be amended from time to time, less the City's cost of installation, which is not to

exceed \$130.00 per ESFC. Should any taps be installed after the Conveyance Effective Date, the City agrees that it will, within thirty (30) days of receipt of such tap fee, remit the portion of the tap fee attributable to MUD 55.

- X. <u>Impact Fees</u>. Impact fees will not be charged against MUD 55, GR-M1, Ltd., or any property owner in MUD 55, including any property annexed into the boundaries of MUD 55 with the consent of the City after the Effective Date of this Agreement.
- XI. <u>Bond Issuances</u>. MUD 55 agrees to sell its unlimited tax bonds to finance its portion of the Permanent Wastewater Treatment Plant(s), including any Permanent Phase, subject to the provisions of <u>Section VIII</u> above and the approval of the TCEQ and the Texas Attorney General.
- XII. Service Beyond the Boundaries of MUD 55. The City shall provide at least sixty (60) days' notice to MUD 55 if, prior to final build-out within MUD 55, the Facilities will be extended to serve any real property located out of the MUD 55 boundaries. Such notice shall include an estimate of the number of ESFCs of water and wastewater capacity in the Facilities that will be utilized by such real property.
- XIII. <u>City of Alvin Interlocal Agreement</u>. The City agrees to negotiate the terms of an Interlocal Agreement with the City of Alvin, Texas in good faith, with the goal of entering into the agreement no later than the Conveyance Effective Date, regarding the area within MUD 55 that is located within the City of Alvin's corporate boundaries. The Interlocal Agreement, if entered into, shall provide in part that the City has jurisdiction over all zoning, platting, and land use matters in the area shown on <u>Exhibit G</u> attached hereto. Failure to enter into such an agreement with the City of Alvin shall not constitute a breach of this Agreement.
- XIV. <u>Facility Conveyance Agreement with MUD 57</u>. Concurrently with the approval of this Agreement, the City agrees to negotiate in good faith and to enter into a utility agreement with MUD 57 on terms and conditions acceptable to the City and MUD 57.
- XVII. Access to City. MUD 55 agrees to provide access to the City to extend that certain water line from the stadium towards the old Iowa Colony City Hall for future use as needed, subject to MUD 55 engineer approval, which shall not be unreasonably withheld, conditioned, or delayed. It is understood and agreed by the parties that MUD 55 property will need to be restored to pre-construction condition or better.

XVIII. General Provisions.

A. <u>Notice</u>. Any notices or other communications (a "<u>Notice</u>") 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, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and 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:

The City:

City of Iowa Colony 3144 Meridiana Pkwy Iowa Colony, Texas 77583 Attn: City Manager

MUD 55:

Brazoria County MUD No. 55 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Katie Sherborne

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 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.

- B. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.
- C. <u>Waiver</u>. 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.
- D. <u>Applicable law and venue</u>. 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.
- E. <u>Reservation of rights</u>. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.
- F. <u>Further documents</u>. 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 carry out the terms of this Agreement.
- G. <u>Incorporation of exhibits and other documents by reference</u>. 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.
- H. <u>Effect of State and Federal laws</u>. Notwithstanding any other provision of this Agreement, MUD 55 shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.
- I. <u>Authority for execution</u>. 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. MUD 55 hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of MUD 55.
- J. <u>Non-Disparagement</u>. The City and MUD 55 each agree that neither it nor any of its directors, consultants, elected officials, representatives, agents, or employees, or affiliates shall, directly or indirectly, make, publish, or communicate to any person or entity any disparaging, defamatory, or negative remarks, comments, or statements about the other party, its business, directors, consultants, elected officials, representatives, agents, or employees, whether in written, oral, or electronic form, including but not limited to social media, posts on websites, public forums, or professional

networks, with regard to the negotiations of the terms of this Agreement, the conveyance of the Facilities, or the provision of and charges for water and sewer service by the City or MUD 55. The City shall, within fifteen (15) days after approval of this Agreement by both parties, remove all posts and documents from its website pertaining to MUD 55 and concerning the matters covered by this subsection, but may keep the document entitled "Transition from MUD 55 to City-Operated System" on the City's website. Further, the City may post on its website any factual information regarding the conveyance of the Facilities without expressing an opinion with regard to such conveyance. MUD 55 acknowledges that it does not have a website.

This restriction shall not apply to truthful statements required by law, subpoena, or legal process, nor shall it prevent either party from making internal assessments or communications in the ordinary course of business that are not intended for public disclosure. Further, notwithstanding anything contrary to this Agreement, MUD 55 may inform its customers about the implementation of the Surcharge Fees pursuant to this Agreement without expressing an opinion with regard to the Surcharge Fees.

[EXECUTION PAGES FOLLOW]

	IN	WITNESS	WHEREOF,	the	undersigned	parties	have	executed	this
Agre	emer	nt effective a	as of the date	first	written above	2.			

	The City of Iowa Colony, Texas
	By:
	Wil Kennedy, Mayor
ATTEST:	
D.	
By:	_
Kayleen Rosser, City Secretary	

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

	By:	
	, — <u> </u>	President, Board of Directors
ATTEST:		
By:	_	
Secretary, Board of Directors		

Exhibit A

Description of Water Plant Site

$\underline{Exhibit\ B}$

Description of WWTP Site

Exhibit C

FORM OF UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §

\$ KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 55 (the "District") has constructed and installed certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District's boundaries and the boundaries of the City of Iowa Colony, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the District pursuant to the construction contract with _____ which facilities are located within the boundaries of the District, and together with any improvements, structures, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities").

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The District is conveying the Facilities to the City pursuant to the Facility Conveyance Agreement dated _______, 2025 between the City and the District (the "Facility Conveyance Agreement"). The District and the City agree that while the Facilities will be incorporated into the City's system, capacity created by the Facilities shall be reserved the District to the extent described in the Facility Conveyance Agreement.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with and subject to the terms of the Facility Conveyance Agreement.

IN WITNESS WHEREOF, this	conveyance is executed on this
day of, 2025.	
	BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55
	Bv:
	By: President, Board of Directors
ATTEST:	
By:	
By: Secretary, Board of Directors	
(SEAL)	
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
, 2025, by as Secretary of	wledged before me on the day of as President and f the Board of Directors of Brazoria County political subdivision of the State of Texas, on
	Notary Public, State of Texas
(NOTARY SEAL)	

In accordance with the	Agreement, the City of Iowa Colony,
Texas hereby accepts this Utility C	Conveyance and Security Agreement on this
day of	
·	
	CITY OF IOWA COLONY
	By:
	By: City Manager
ATTEST:	
By:	
By:City Secretary	
	APPROVED AS TO FORM:
	By:
	By: City Attorney
THE STATE OF TEXAS §	
\$	
COUNTY OF BRAZORIA §	
	owledged before me on the day of of the
City of Iowa Colony, Texas, on beha	If of said City.
	Notary Public, State of Texas
(NOTARY SEAL)	

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 55, Attn: Katie Sherborne; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Exhibit D

FORM OF ASSIGNMENT OF DEED

SPECIAL WARRANTY DEED

(Water Plant, Wastewater Treatment Plant, and Lift Station Sites)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS	§	
COUNTY OF BRAZORIA	§ §	KNOW ALL BY THESE PRESENTS:
a political subdivision of the Stathe sum of Ten and No/100 consideration, the receipt and s GRANTED, BARGAINED, SO GRANT, BARGAIN, SELL and TEXAS, a municipal corporation successors and assigns ("Grant property situated in Brazoria conterests appurtenant thereto	ate of T Dolla Sufficient LD and CON on and ontee"), County and ar	MUNICIPAL UTILITY DISTRICT NO. 55, fexas ("Grantor"), for and in consideration of rs (\$10.00) and other good and valuable ncy of which are hereby acknowledged, has d CONVEYED, and by these presents does VEY unto the CITY OF IOWA COLONY, a home rule city of the State of Texas, its all of those certain tracts of real r, Texas, together with all rights, titles, and my and all improvements situated thereon ore particularly described as follows:
	Exhib	Brazoria County, Texas, as more it A attached hereto and incorporatedAcre Tract");
	Exhib	Brazoria County, Texas, as more it B attached hereto and incorporated <u>Acre Tract</u> "); and
	Exhib	Brazoria County, Texas, as more it C attached hereto and incorporated Acre Tract").

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS-IS" "WHERE-IS" AND "WITH ALLFAULTS" BASIS, **WITHOUT** REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, **WITHOUT** LIMITATION, THE **COMPREHENSIVE** ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE AMENDMENT AND REAUTHORIZATION ACT, SUPERFUND RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES PREVENTION AND CONTROL ACT, THE SO-CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES

THAT GRANTEE HAS INSPECTED THE PROPERTY, GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Brazoria County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is		
L rantoo's address is		

[Signature page follows this page.]

EXECUTED this	day of	, 2026.
		<u>GRANTOR</u> :
		BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55
		By:
		By: President, Board of Directors
ATTEST:		
By:Secretary, Board of Dir	ectors	_
(SEAL)		
THE STATE OF TEXAS COUNTY OF HARRIS	\$ \$ \$	
, 2026, by _ as Secre	etary of tl	edged before me on the day of as President and ne Board of Directors of Brazoria County itical subdivision of the State of Texas, on
		Notary Public, State of Texas
(NOTARY SEAL)		

		GRANTEE:
		CITY OF IOWA COLONY
		By: City Manager
ATTEST:		
By: City Secretary		
		APPROVED AS TO FORM:
		By:City Attorney
THE STATE OF TEXAS	§ §	
COUNTY OF BRAZORIA	§	
		before me on the day of of the
City of Iowa Colony, Texas, on		
		Notary Public, State of Texas
(NOTARY SEAL)		

Attachments:

Exhibit A – Description of the _____ Acre Tract **Exhibit B –** Description of the _____ Acre Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attention: Real Estate Department

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Exhibit E

FORM OF ASSIGNMENT OF EASEMENT

ASSIGNMENT OF EASEMENT			
(Acre)			
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.			
THE STATE OF TEXAS \$ KNOW ALL BY THESE PRESENTS:			
\$ KNOW ALL BY THESE PRESENTS: COUNTY OF BRAZORIA \$			
This Assignment of Easement (Acre) (this "Assignment") is entered into effective as of this day of, 2026 (the "Effective Date"), by and between BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55, a political subdivision of the State of Texas ("Assignor"), and the CITY OF IOWA COLONY, TEXAS, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee"). RECITALS			
A. Pursuant to that certain Easement (Acre) dated, recorded under Clerk's File No in the Official Public Records of Brazoria County Texas (the " Easement"),, a, conveyed to Assignor, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement"), for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of and all related connections and appurtenances, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing acre, as more particularly described in and shown under the Easement.			

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the Easement, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.
<u>AGREEMENTS</u>
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:
1. <u>Assignment by Assignor</u> . As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the Easement.
2. <u>Assumption by Assignee</u> . Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Water Line Easement arising from and after the Effective Date of this Assignment.
3. <u>Multiple Counterparts</u> . This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
4. <u>Assignee's Address.</u> Assignee's address is
TO HAVE AND TO HOLD subject to the provisions beyond the Francisco

TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the ______ Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNOR:

	BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55
	By: President, Board of Directors
	President, Board of Directors
ATTEST:	
Ву:	
By:Secretary, Board of Directors	
(SEAL)	
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
, 2026, by	vledged before me on the day of as President and
5	f the Board of Directors of Brazoria County political subdivision of the State of Texas, or
	Notary Public, State of Texas
(NOTARY SEAL)	

		ASSIGNEE:
		CITY OF IOWA COLONY
		By:City Manager
ATTEST:		
By:City Secretary		
City Secretary		
		APPROVED AS TO FORM:
		By:City Attorney
THE STATE OF TEXAS	§ §	
COUNTY OF BRAZORIA	§	
	_	before me on the day of of the
City of Iowa Colony, Texas, o	n behalf of said	City.
		Notary Public, State of Texas
(NOTARY SEAL)		
EXECUTED, AGREED	to, and ACCE	PTED by Assignee on the date set

forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

After recording, please return to:

Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attention: Real Estate Department

Exhibit F

FORM OF ASSIGNMENT AND ACCEPTANCE OF AGREEMENTS

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "<u>Assignor</u>") hereby assigns all its rights, obligations, title and interests in and to the following agreements ("<u>Agreements</u>")

Joint Facilities and Interconnect Agreement, dated August 11, 2024, between Assignor and Brazoria County Municipal Utility District No. 57, attached as <u>Exhibit A</u>.

Second Amended and Restated Interconnect Agreement, dated April 11, 2019, as amended, between Assignor and Brazoria County Municipal Utility District No. 56, attached as <u>Exhibit B</u>.

Access and Use Agreement, dated January 16, 2020, between Assignor and Meridiana Maintenance, LLC, attached as <u>Exhibit C</u>.

to the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "<u>City</u>") to be effective as of ______, 2025 (the "<u>Effective Date</u>").

By execution of this Assignment and Acceptance, and except as otherwise limited by the terms of assignment, Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and interests in and to said Agreements, and Assignee agrees to the terms and conditions of said Agreements.

[EXECUTION PAGES FOLLOW]

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

CITY OF IOWA COLONY, TEXAS

	By:
	Mayor
ATTEST:	
Ву:	
City Secretary	
	BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55
	By: President, Board of Directors
	President, Board of Directors
ATTEST:	
By:	
By: Secretary, Board of Directors	

Exhibit G

Description of Land for Interlocal Agreement with the City of Alvin

Item 9.



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: 04/08/2025	
Department Making Request: 20 - Police	
Person Making Request: Sgt. Allen King	
Item Type: Ordinance	
Budgeted? NO Cost:	
If hudgeted, identify account:	

Short Description:

Consideration and possible action to amend Ordinance 2024-09, adopting a budget for the city for the fiscal year beginning October 1, 2024.

Explanation/Justification Details:

We are requesting a budget amendment to upgrade the Iowa Colony Police Department's uniforms to enhance officer safety, professionalism, and department efficiency. Our current uniforms have reached a point where replacement is necessary due to normal wear and tear, as well as evolving department needs.

Justification for Upgrade:

- 1. Durability & Professionalism The proposed uniforms are made with higher-quality materials that provide better durability and a more professional appearance.
- 2. Officer Safety & Comfort Upgraded uniforms will improve officer mobility, comfort, and safety, especially in high-risk situations.
- 3. Consistency & Department Image Standardized uniforms will maintain a professional image that aligns with our growing department and community expectations.

Budget Amendment Request:

Total Requested Amount: \$20,000.00

Funding Source: Over the past 6 months the Crime Control and Prevention District has collected considerably more than projected and the funds will come from this overage. This item has been presented to and approved by the CCPD Board of Directors.

Requestor Signature: ${\sf Al}$	len	Kin	g
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Digitally signed by Allen King Date: 2025.04.08 14:42:53 -05'00'

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.

<u>ltem</u>	Unit Price	Units Requested	<u>Total</u>
Midnight Navy Daily Wear Shirt	71.88	54	3,881.52
Embroider Collar "P.D."	13.75	54	742.50
Embroider "Name"	7.50	54	405.00
Embroider "Badge"	10.50	54	567.00
		Total	\$5,596.02
Midnight Navy Daily Wear Pant	81.24	54	\$4,386.96
Winter Coat (Inner and Outer)	235.50	18	4,239.00
Heat Seal "POLICE"	12.50	54	675.00
		Total	\$4,914.00
Traffic Vest "POLICE"	64.59	18	\$1,162.62
Raincoat (Reversable)	83.39	17	1,417.63
Heat Seal "POLICE"	12.50	34	425.00
		Total	\$1,842.63
Bullet Resistant Vest	1,295.97	8	10,367.76
Shoulder Patches	2.75	300	825.00
		Grand Total	\$18,727.23



CX360 Elbeco Short Sleeve Shirt (Midnight Navy)

Fabric: 100% Polyester with 16% 4-Way Stretch

Weight: 4.5 oz./sq. yard



UV protection – UVF 50 Concealed front zip closure

Flex underarm mesh vents for added ventilation and motion

Comms wire pass through under shoulder strap Mic loop on front placket accommodates mic clip or g Permanent creases ensure clean lines Stretch wrinkle-free fabric provides all-day comfort Machine washable



CX360 Elbeco 5 Pocket Pant (Midnight Navy)

Material: 100% Polyester with 16% 4-Way Stretch, Weight: 6.3 oz. Nano Fluid Repellency technology allows fluids to bead up and roll Wrinkle-free, anti-pill fabric for a polished look

5 Pockets including:

Notched front pockets with reinforced bottomI to hold a clip knife Left pocket has a security pocket set in the pocket bag closed with zipper

Cellphone pocket on the wearer's left side

Closure: Brass spring snap with a gun metal finish snap cap

5 Belt Loops: 1" wide of double thickness with stitching on a face s from each edge

Waistband: Covert expandable waistband with 2" stretch Gusseted crotch for enhanced mobility and comfort



71DX1 Gerber Thriller SX Reversible Coat w/Soft

Waterproof / Breathable, Reversible jacket BioTex Blood Born Pathogen Resistant Barrier ASTN ANSI 107:2010 Class 3 Compliant Black Edge Reflective trim Patch pleat pocket w/ scalloped flaps Set in Hand Warmer Pockets on Lime Yellow Side



Concealable hood stows in zippered pocket in collar Stand Up collar Removable SX Soft Shell Liner / Jacket can be worn or zipped in for warmth Waterproof soft shell outer fabric Crushed fleece interior for warmth



Hi-vis yellow breathable background fabric is fade rest Hi-contrast SCOTCHLITETM stripes for day/night vis Breakaway design comes apart at shoulders and wai prevent entanglement with car mirrors and attackers 360 degree reflective coverage Has black "POLICE"; lettering front and back Front and rear accommodate two rows of custom lett Improved adjustable hook and loop side openings Microphone tabs on both sides Pencil holders on both front cross straps 340 is ANSI 107-2010 Class II CERTIFIED version (2)



586MFL-HIVS Liberty Reversable Rain Coat

FABRIC: 100% polyester

Waterproof back coating and sealed seams

Reversible fluorescent yellow to black

Light weight for comfort

Generously cut body and sleeves

Removable and reversible hood with visor and draw (

Snap front with hidden zipper

ANSI 3 compliant. 2" silver reflective tape around bot and over shoulder on the fluorescent yellow side

Two "pass through" slash pockets

Badge evelets on both sides

Adjustable sleeve snaps





Point Blank Hi-Lite Body Armor Material:

Lightweight, durable microfiber outer material with operated in Level: Provides NIJ .06 Level II ballistic prowhen paired with the corresponding ballistic systems, defending against handgun rounds and ballistic fragm Weight: Lightweight without ballistic panels (exact we depends on size and configuration)

Compatibility:

Compatible with Trauma inserts and SPEED plates Includes a top external loading internal plate pocket v profile hook/loop closure

Comfort Features:

Split-shoulder design for easy access to adjustment property. Anti-microbial and moisture-wicking mesh liner for broadjustability:

Self-Suspending Ballistic System (SSBS) helps prever and sagging, maintaining optimal placement of the backet Split shoulders and elastic side straps allow for easy adjustments, ensuring a secure and comfortable fit

Certifications & Ratings

NIJ 0101.06 Ballistic Options available at Level II, me Compliant with anti-microbial and moisture-wicking performance standards for comfort and hygiene range of

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Item 9.



IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Parkway Iowa Colony, Texas 77583 Aaron I. Bell Chief of Police Phone: (281) 369-3444 Fax: (281) 406-3722

To: Iowa Colony Crime Control and Prevention District

From: Aaron I. Bell, Chief of Police

Date: March 24, 2025

Subject: Police Uniform Upgrade and Budget Amendment Request

We are requesting a budget amendment to upgrade the Iowa Colony Police Department's uniforms to enhance officer safety, professionalism, and department efficiency. Our current uniforms have reached a point where replacement is necessary due to normal wear and tear, as well as evolving department needs.

Justification for Upgrade:

- 1. **Durability & Professionalism** The proposed uniforms are made with higher-quality materials that provide better durability and a more professional appearance.
- 2. **Officer Safety & Comfort** Upgraded uniforms will improve officer mobility, comfort, and safety, especially in high-risk situations.
- 3. **Consistency & Department Image** Standardized uniforms will maintain a professional image that aligns with our growing department and community expectations.

Budget Amendment Request:

- Total Requested Amount: \$20,000.00
- Items Included: Elbeco Short Sleeve Shirts (54), Elbeco 5 Pocket Pant (54), Gerber Thriller Reversible Winter Coat (18), Blauer Breakaway Safety Vest (18), Liberty Reversable Raincoat (18), Point Blank Body Armor (8), Embroidery, and Shoulder Patches
- **Funding Source:** Over the past 6 months the Crime Control and Prevention District has collected considerably more than projected. BuyBoard Contract 670-22

I believe this upgrade will positively impact both officer morale and community perception. I appreciate your consideration of this request and look forward to discussing it further at your convenience.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING ORDINANCE NO. 2024-09, THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE CITY OF IOWA COLONY, TEXAS; APPROPRIATING FUNDS FROM THE CRIME CONTROL AND PREVENTION DISTRICT FOR THE IOWA COLONY POLICE DEPARTMENT TO UPGRADE OFFICER UNIFORMS; PROVIDING FOR SEVERABILITY, WITH RELATED PROVISIONS

WHEREAS, Ordinance No. 2024-09, approving the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the Iowa Colony Police Department has identified a need to upgrade officer uniforms to enhance officer safety, professionalism, and overall department efficiency; and

WHEREAS, funding for the uniform upgrade has been approved by the Board of Directors of the Iowa Colony Crime Control and Prevention District; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to amend the current budget to appropriate said funds from the Crime Control and Prevention District for this purpose;

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

- **SECTION 1.** That the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and are adopted as part of this Ordinance.
- **SECTION 2.** Ordinance No. 2024-09, adopting the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is hereby amended to appropriate an amount of \$20,000 from the Iowa Colony Crime Control and Prevention District Fund to the Iowa Colony Police Department Uniform Upgrade Initiative.
- **SECTION 3.** That the City Council directs the City Manager or his designee and the Finance Department to take all necessary actions to implement this budget amendment and to ensure the upgraded uniforms are procured in accordance with all applicable policies and regulations.
- **SECTION 4.** That if any part of this ordinance or the attached Policies, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.
- **SECTION 5.** That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Section 551.001, et seq., of the Texas

Government Code, and that advance public notice of the time, place and purpose of said meetings was given.

SECTION 6. That this ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THE 14th DAY OF APRIL 2025.

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING ON THE ______ DAY OF ______ 2025.

CITY OF IOWA COLONY

By: _______ WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PETITION FOR ANNEXATION INTO THE CITY OF IOWA COLONY, TEXAS

All of the current Owners (herein called "Owners," jointly and severally, whether one or more) of the Annexation Property described herein are:

Shannon Wiesepape Vice President of Land Acquisition Beazer Homes Texas, L.P.

The term "Petitioners" herein means all of the above-named Owners, and their respective heirs, successors, and assigns.

The term "Annexation Property" herein means the following real property, which is also more fully described on Exhibit "A," which is attached hereto and incorporated herein in full:

Approximately 0.735 acres of land

Petitioners hereby request that the City of lowa Colony, Texas ("the City") annex the Annexation Property into the incorporated city limits of Iowa Colony.

This petition or a copy of it may be recorded in the Official Records of Brazoria County, Texas. This petition shall run with the land and shall be binding on Petitioners and their respective heirs, successors, and assigns. This petition is irrevocable, without the consent of the City of Iowa Colony, which is in no way obligated to give such consent.

[EXECUTION PAGES TO FOLLOW]

Signature of Petitioner
Printed Name of Petitioner: Shannon Wittepape

STATE OF TEXAS

COUNTY OF _____

LISA TURNER
Notary Public, State of Texas
Comm. Expires 03-12-2025
Notary ID 129342371

NOTARY PUBLIC

Signature

NOTARY SEAL

EXHIBIT "A" PROPERTY DESCRIPTION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS \$ \$ KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF BRAZORIA \$

THAT JEAN MEYERSON ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by BEAZER HOMES TEXAS, L.P., a Delaware limited partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee that certain approximately 0.5501 acre tract of land, lying and being situated in the County of Brazoria, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Tract One") and that certain approximately 0.1849 acre tract of land, lying and being situated in the County of Brazoria, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Tract Two", and collectively with Tract One, the "Land"), together with (a) all right, title and interest of Grantor, reversionary or otherwise, in any alleys, strips or gores of land adjoining the Land, in and to all easements in or upon or benefitting the Land, and all other rights and appurtenances belonging or in anywise appertaining thereto (the "Appurtenances"), (b) all right, title and interest of Grantor in and to any land lying in the bed of any street, road or accessway, opened or proposed, in front of, at the side of or adjoining the Land to the centerline thereof, as well as all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable laws, that Grantor may have against any third parties relating to the existence of any hazardous or materials in, at, on, under or about the Land (the "Property Rights"), and (c) all water, wastewater and storm sewer capacity and reservations serving or available to the Land and all rights, titles and interests of Grantor in and to all agreements and approvals relating to utility service for or development of the Land, including without limitation all reimbursables to which Grantor is entitled, if any, which pertain to and/or are allocable to the Land (the "Utility Rights"). The Land, Appurtenances, Property Rights and Utility Rights are sometimes collectively referred to herein as the "Property".

This deed and conveyance are made and accepted subject to those matters set forth on **Exhibit B** attached hereto and made a part hereof, to the extent that the same are valid and existing against the Land (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns, forever; and Grantor does hereby bind herself, her heirs and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors,

Page 1

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)
Atch24139412-D0

4881-2523-0328v.1

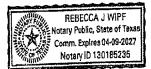
legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under Grantor, subject to the Permitted Exceptions.

EXECUTED effective November 22, 2024.

THE STATE OF TEXAS

COUNTY OF HOUSE

This instrument was acknowledged before me on the <u>22</u> day of November, 2024, by Jean Meyerson.



Notary Public by and for the State of Texas

My Commission Expires:

Grantee's Mailing Address:

Beazer Homes Texas, L.P. 13430 Northwest Freeway, Suite 900 Houston, Texas 77040 Attn: Shannon Wiesepape

Exhibit A

Legal Description of the Land

DESCRIPTION OF TWO TRACTS OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE SOUTHEASTERLY CORNER OF A CALLED 9.4720 ACRE PORTION OF LOT 461 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO JEAN MEYERSON BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 93-042361; SAID TWO TRACTS OF LAND REFERRED TO AS TRACT 1 AND TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1 - 23,963 SQUARE FEET (0.5501 ACRES)

BEGINNING at a "MAG" nail set marking the southeasterly corner of said Lot 461 and the said 9.4720 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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:

1) THENCE, South 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for corner, from which a 1/2" iron rod called for and found in the common line of the said 9.4720 acre tract and a called 0.5280 acre tract described by deed recorded under B.C.C.F. NO. 93-042360 bears South 87°20'14" West for a distance of 292.13 feet and North 02°37'35" West for a distance of 28.62 feet:

THENCE, departing the said southerly line and across the said 9.4720 acre tract the following six (6) courses and distances:

- 2) North 02°39'46" West, for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner in the arc of a non-tangent curve;
- 3) In a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.38 feet, an angle of 90°14'47", and a chord bearing North 42°12'49" East, for a distance of 35.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 4) North 02°54'34" West, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) In a northerly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a

- distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) 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 marking a point of curvature;
- 7) In a northerly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing North 12°36'40" East, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the common line of the aforementioned Lots 461 and 468, from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots 461 and 468 and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 462.45 feet;
 - 8) THENCE, South 02°45′50″ East, along the common line of said Lots 461 and 468, passing at a distance of 387.55 feet a 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758, and continuing for a total distance of 417.55 feet to the POINT OF BEGINNING and containing 23,963 square feet (0.5501 acres) of land.

TRACT 2 - 8,055 SQUARE FEET (0.1849 ACRES)

COMMENCING at a "MAG" nail found marking the southeasterly corner of said Lot 461, the said 9.4720 acre tract and a future 0.5501 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and the future 0.5501 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for the southwesterly corner of the future 0.55014 acre tract;

THENCE, North 02°39'46" West, with the westerly line of said 0.5501 acre tract for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

THENCE, in a northeasterly direction with the westerly line of said 0.5501 acre tract along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 5.14 feet, an angle of 11°47'00", and a chord bearing North 81°26'43" East, for a distance of 5.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and POINT OF BEGINNING of the herein described tract;

 THENCE, North 02°54'34" West, for a distance of 40.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

- THENCE, in a northerly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a distance of 184.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 3) THENCE, North 16°01'03" East, for a distance of 218.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the common line of the aforementioned Lots 461 and 468 from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 410.41 feet;
- 4) THENCE, South 02°45'50" East, along the said common line of Lots 461 and 468 for a distance of 52.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northerly corner of the aforementioned future 0.5501 acre tract, from which 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758 bears South 02°45'50" East for a distance of 387.55 feet;

THENCE, along the westerly line of the said future 0.5501 acre tract the following five (5) courses and distances:

- 5) In a southerly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing South 12°36'40" West, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- South 16°01'03" West, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a southerly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing South 06°33'15" West, for a distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 8) South 02°54'34" East, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 9) In a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, an angle of 78°27'47", and a chord bearing South 36°19'19" West, for a distance of 31.62 feet to the POINT OF BEGINNING and containing 8,055 square feet (0.1849 acres) of land.

Exhibit B

Permitted Exceptions

 Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument, recorded in Volume 243, Page 196 and Volume 253, Page 60 of the Official Records of Brazoria County, Texas.

B-1

2024051164 Page 7 of 7

FILED and RECORDED

Instrument Number: 2024051164

Filing and Recording Date: 11/22/2024 03:26:45 PM Pages: 7 Recording Fee: \$45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk

Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-lissete

AFFIDAVIT OF NON-PRODUCTION

STATE OF TEXAS

COUNTY OF BRAZORIA

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, JEAN MEYERSON ("Owner"), the owner of that certain tract of land described on Exhibit "A" attached hereto (the "Property"), on oath swears that, to the current actual knowledge of Owner, the following statements are true and correct:.

- No oil, gas or other mineral drilling or mining operations have been conducted on the surface estate of the Property by any party since the date of Owner's ownership of the Property.
- 2. Owner has not executed any oil, gas or other mineral leases with respect to the Property.
- There are no oil, gas or other mineral leases currently in force and affecting the Property, including specifically those certain oil, gas, and mineral leases recorder under File No. 85030690 of the Official Records of Brazoria County, Texas, and Brazoria County Clerk's File No. 2012050249.
- 4. Owner is not receiving any payments from production or royalties or other payments with respect to any coal, lignite, oil, gas, or other mineral development relating to the Property.
- Owner understands that Alamo Title Company is relying on this Affidavit to provide an Owner's Policy of Title Insurance to the purchaser of the Property.

[signature page follows]

FILED BY ALAMO TITLE COMPANY (ḤOUSTON)

4865-6379-8262v.2

ATCH24139412-00

EXECUTED effective as of November 222024.

JEAN MEYERSON

22 SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the day of November, 2024.



Notary Public in and for the State of Texas

Exhibit A

DESCRIPTION OF TWO TRACTS OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE SOUTHEASTERLY CORNER OF A CALLED 9.4720 ACRE PORTION OF LOT 461 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO JEAN MEYERSON BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 93-042361; SAID TWO TRACTS OF LAND REFERRED TO AS TRACT 1 AND TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1-23,963 SQUARE FEET (0.5501 ACRES)

BEGINNING at a "MAG" nail set marking the southeasterly corner of said Lot 461 and the said 9.4720 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for corner, from which a 1/2" iron rod called for and found in the common line of the said 9.4720 acre tract and a called 0.5280 acre tract described by deed recorded under B.C.C.F. NO. 93-042360 bears South 87°20'14" West for a distance of 292.13 feet and North 02°37'35" West for a distance of 28.62 feet;

THENCE, departing the said southerly line and across the said 9.4720 acre tract the following six (6) courses and distances:

- 2) North 02°39'46" West, for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner in the arc of a non-tangent curve;
- 3) In a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.38 feet, an angle of 90°14'47", and a chord bearing North 42°12'49" East, for a distance of 35.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 4) North 02°54'34" West, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) In a northerly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a

distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;

- 6) 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 marking a point of curvature;
- 7) In a northerly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing North 12°36'40" East, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for comer in the common line of the aforementioned Lots 461 and 468, from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots 461 and 468 and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 462.45 feet;
- 8) THENCE, South 02°45'50" East, along the common line of said Lots 461 and 468, passing at a distance of 387.55 feet a 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758, and continuing for a total distance of 417.55 feet to the POINT OF BEGINNING and containing 23,963 square feet (0.5501 acres) of land,

TRACT 2-8,055 SQUARE FEET (0.1849 ACRES)

COMMENCING at a "MAG" nail found marking the southeasterly corner of said Lot 461, the said 9.4720 acre tract and a future 0.5501 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and the future 0.5501 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for the southwesterly corner of the future 0.55014 acre tract;

THENCE, North 02°39'46" West, with the westerly line of said 0.5501 acre tract for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

THENCE, in a northeasterly direction with the westerly line of said 0.5501 acre tract along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 5.14 feet, an angle of 11°47'00", and a chord bearing North 81°26'43" East, for a distance of 5.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and POINT OF BEGINNING of the herein described tract;

- THENCE, North 02°54'34" West, for a distance of 40.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 2) THENCE, in a northerly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a distance of 184.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 3) THENCE, North 16°01'03" East, for a distance of 218.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the common line of the aforementioned Lots 461 and 468 from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 410.41 feet;
- 4) THENCE, South 02°45'50" East, along the said common line of Lots 461 and 468 for a distance of 52.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northerly corner of the aforementioned future 0.5501 acre tract, from which 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758 bears South 02°45'50" East for a distance of 387.55 feet;

THENCE, along the westerly line of the said future 0.5501 acre tract the following five (5) courses and distances:

- 5) In a southerly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing South 12°36'40" West, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) South 16°01'03" West, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a southerly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing South 06°33'15" West, for a distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 8) South 02°54'34" East, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 9) In a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, an angle of 78°27'47", and a chord bearing South 36°19'19" West, for a distance of 31.62 feet to the POINT OF BEGINNING and containing 8,055 square feet (0.1849 acres) of land.

2024051163 Page 6 of 6

FILED and RECORDED

Instrument Number: 2024051163

Filing and Recording Date: 11/22/2024 03:26:45 PM Pages: 6 Recording Fee: \$41.00 I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



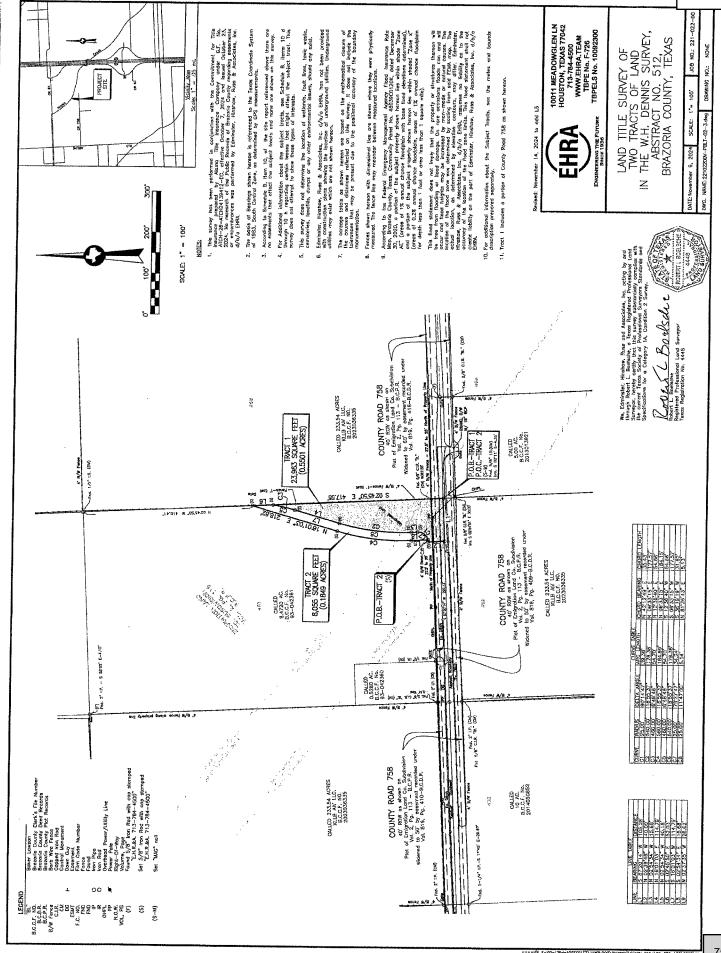
agentheidman

Joyce Hudman, County Clerk Brazoria County, Texas

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DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-lissete





Department of Community Development Division

3144 Meridiana Pkwy Iowa Colony, TX 77583 Office: 346-395-4528



ANNEXATION REQUEST (VOLUNTARY) APPLICATION CHECKLIST

INSTRUCTIONS

- » This application checklist is to assist in preparing a request to annex into the City's corporate limits.
- » All required items shall be included in the submittal. Incomplete applications will not be accepted for review.

APPLICA [®]	TION COMPLETENESS CERTIFICATION		
All items listed below are required unless not applicable.			OVIDED pplicant st check)
	Completed and Signed Application Checklist. Please note that each subsequent submittal will require a written response for all changes.		\checkmark
SUPPORTING DOCUMENTS	Completed property owner consent form with each owner's original signature. Please note each property owner's signature is required when multiple owners of record exist for the same property.		V
	Copy of deed(s) showing current ownership.		\checkmark
	A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on an 8.5" x 11" sheet of paper.	YES	✓
	Is the requested annexation area in the City's ETJ?	\odot	0
	Is the requested annexed area appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management?	YES	NO ①

Applicant Signature:	Minino	Date: 2/3/2025	
Applicant Name:	Michael Turzillo		

I, the undersigned, acknowledge that all required documents are provided in this submittal as indicated above:

Item 10.



Department of Community Development Division 3144 Meridiana Pkwy Jowa Colony, TX 77583

lowa Colony, TX 77583 Office: 346-395-4528

PROPERTY OWNER CONSENT FORM

Please submit a Property Owner Consent Form for each owner if there are multiple owners of record for the same property.

I, Shannon Wiesepape	, swear and affirm that I am the		
(Property Owner's printed name; include signatory name and title if signing for a company)			
owner of property located at 2505 County Road 758	, as shown in the records		
(property address or legal	description)		
of Brazoria County, Texas, as applicable, which is subject to the	is Application, and request for this		
property to be incorporated into the corporate limits of the City of Iowa Colony.			
I authorize Michael Turzillo to	o submit this application and serve as my		
(Applicant's Name)	,		
representative for this Application.			
	Date: 2/5/25 annon Wick pape e President of Land Acquisition		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS	8	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA	§	

THAT JEAN MEYERSON ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by BEAZER HOMES TEXAS, L.P., a Delaware limited partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee that certain approximately 0.5501 acre tract of land, lying and being situated in the County of Brazoria, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Tract One") and that certain approximately 0.1849 acre tract of land, lying and being situated in the County of Brazoria, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Tract Two", and collectively with Tract One, the "Land"), together with (a) all right, title and interest of Grantor, reversionary or otherwise, in any alleys, strips or gores of land adjoining the Land, in and to all easements in or upon or benefitting the Land, and all other rights and appurtenances belonging or in anywise appertaining thereto (the "Appurtenances"), (b) all right, title and interest of Grantor in and to any land lying in the bed of any street, road or accessway, opened or proposed, in front of, at the side of or adjoining the Land to the centerline thereof, as well as all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable laws, that Grantor may have against any third parties relating to the existence of any hazardous or materials in, at, on, under or about the Land (the "Property Rights"), and (c) all water, wastewater and storm sewer capacity and reservations serving or available to the Land and all rights, titles and interests of Grantor in and to all agreements and approvals relating to utility service for or development of the Land, including without limitation all reimbursables to which Grantor is entitled, if any, which pertain to and/or are allocable to the Land (the "Utility Rights"). The Land, Appurtenances, Property Rights and Utility Rights are sometimes collectively referred to herein as the "Property".

This deed and conveyance are made and accepted subject to those matters set forth on **Exhibit B** attached hereto and made a part hereof, to the extent that the same are valid and existing against the Land (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns, forever; and Grantor does hereby bind herself, her heirs and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors,

Page 1

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)
Atch24139412-D0

4881-2523-0328v.1

legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under Grantor, subject to the Permitted Exceptions.

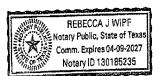
EXECUTED effective November 22, 2024.

JEAN MEYERSON

THE STATE OF TEXAS

COUNTY OF HUIS

This instrument was acknowledged before me on the <u>22</u> day of November, 2024, by Jean Meyerson.



Notary Public in and for the State of Texas

My Commission Expires:

Grantee's Mailing Address:

Beazer Homes Texas, L.P. 13430 Northwest Freeway, Suite 900 Houston, Texas 77040 Attn: Shannon Wiesepape

Exhibit A

Legal Description of the Land

DESCRIPTION OF TWO TRACTS OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE SOUTHEASTERLY CORNER OF A CALLED 9.4720 ACRE PORTION OF LOT 461 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO JEAN MEYERSON BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 93-042361; SAID TWO TRACTS OF LAND REFERRED TO AS TRACT 1 AND TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1 - 23,963 SQUARE FEET (0.5501 ACRES)

BEGINNING at a "MAG" nail set marking the southeasterly corner of said Lot 461 and the said 9.4720 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for corner, from which a 1/2" iron rod called for and found in the common line of the said 9.4720 acre tract and a called 0.5280 acre tract described by deed recorded under B.C.C.F. NO. 93-042360 bears South 87°20'14" West for a distance of 292.13 feet and North 02°37'35" West for a distance of 28.62 feet;

THENCE, departing the said southerly line and across the said 9.4720 acre tract the following six (6) courses and distances:

- 2) North 02°39'46" West, for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner in the arc of a non-tangent curve;
- 3) In a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.38 feet, an angle of 90°14'47", and a chord bearing North 42°12'49" East, for a distance of 35.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 4) North 02°54'34" West, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) In a northerly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a

- distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) 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 marking a point of curvature;
- 7) In a northerly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing North 12°36'40" East, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the common line of the aforementioned Lots 461 and 468, from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots 461 and 468 and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 462.45 feet;
- 8) THENCE, South 02°45'50" East, along the common line of said Lots 461 and 468, passing at a distance of 387.55 feet a 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758, and continuing for a total distance of 417.55 feet to the POINT OF BEGINNING and containing 23,963 square feet (0.5501 acres) of land.

TRACT 2 - 8.055 SQUARE FEET (0.1849 ACRES)

COMMENCING at a "MAG" nail found marking the southwesterly corner of said Lot 461, the said 9.4720 acre tract and a future 0.5501 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and the future 0.5501 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for the southwesterly comer of the future 0.55014 acre tract;

THENCE, North 02°39'46" West, with the westerly line of said 0.5501 acre tract for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

THENCE, in a northeasterly direction with the westerly line of said 0.5501 acre tract along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 5.14 feet, an angle of 11°47°00", and a chord bearing North 81°26'43" East, for a distance of 5.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and POINT OF BEGINNING of the herein described tract;

 THENCE, North 02°54'34" West, for a distance of 40.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

- 2) THENCE, in a northerly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a distance of 184.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 3) THENCE, North 16°01'03" East, for a distance of 218.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the common line of the aforementioned Lots 461 and 468 from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 410.41 feet;
- 4) THENCE, South 02°45'50" East, along the said common line of Lots 461 and 468 for a distance of 52.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northerly corner of the aforementioned future 0.5501 acre tract, from which 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758 bears South 02°45'50" East for a distance of 387.55 feet;

THENCE, along the westerly line of the said future 0.5501 acre tract the following five (5) courses and distances:

- 5) In a southerly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing South 12°36'40" West, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) South 16°01'03" West, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a southerly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing South 06°33'15" West, for a distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 8) South 02°54'34" East, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 9) In a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, an angle of 78°27'47", and a chord bearing South 36°19'19" West, for a distance of 31.62 feet to the POINT OF BEGINNING and containing 8,055 square feet (0.1849 acres) of land.

Exhibit B

Permitted Exceptions

1. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument, recorded in Volume 243, Page 196 and Volume 253, Page 60 of the Official Records of Brazoria County, Texas.

FILED and RECORDED

Instrument Number: 2024051164

Filing and Recording Date: 11/22/2024 03:26:45 PM Pages: 7 Recording Fee: \$45.00 I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



(agentification

Joyce Hudman, County Clerk Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-lissete

AFFIDAVIT OF NON-PRODUCTION

STATE OF TEXAS

COUNTY OF BRAZORIA

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, JEAN MEYERSON ("Owner"), the owner of that certain tract of land described on Exhibit "A" attached hereto (the "Property"), on oath swears that, to the current actual knowledge of Owner, the following statements are true and correct:.

- No oil, gas or other mineral drilling or mining operations have been conducted on the surface estate of the Property by any party since the date of Owner's ownership of the Property.
- 2. Owner has not executed any oil, gas or other mineral leases with respect to the Property.
- 3. There are no oil, gas or other mineral leases currently in force and affecting the Property, including specifically those certain oil, gas, and mineral leases recorder under File No. 85030690 of the Official Records of Brazoria County, Texas, and Brazoria County Clerk's File No. 2012050249.
- 4. Owner is not receiving any payments from production or royalties or other payments with respect to any coal, lignite, oil, gas, or other mineral development relating to the Property.
- 5. Owner understands that Alamo Title Company is relying on this Affidavit to provide an Owner's Policy of Title Insurance to the purchaser of the Property.

[signature page follows]

FILED BY ALAMO TITLE COMPANY (ḤOUSTON)

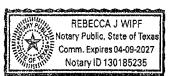
4865-6379-8262v.2

ATCH24139412-00

EXECUTED effective as of November <u>22</u> 2024.

JEAN MEYERSON

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the day of November, 2024.



Notary Public in and for the State of Texas

Exhibit A

DESCRIPTION OF TWO TRACTS OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE SOUTHEASTERLY CORNER OF A CALLED 9.4720 ACRE PORTION OF LOT 461 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO JEAN MEYERSON BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 93-042361; SAID TWO TRACTS OF LAND REFERRED TO AS TRACT 1 AND TRACT 2 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1 - 23,963 SQUARE FEET (0.5501 ACRES)

BEGINNING at a "MAG" nail set marking the southeasterly corner of said Lot 461 and the said 9.4720 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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;

1) THENCE, South 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for corner, from which a 1/2" iron rod called for and found in the common line of the said 9.4720 acre tract and a called 0.5280 acre tract described by deed recorded under B.C.C.F. NO. 93-042360 bears South 87°20'14" West for a distance of 292.13 feet and North 02°37'35" West for a distance of 28.62 feet;

THENCE, departing the said southerly line and across the said 9.4720 acre tract the following six (6) courses and distances:

- 2) North 02°39'46" West, for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner in the arc of a non-tangent curve;
- 3) In a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.38 feet, an angle of 90°14'47", and a chord bearing North 42°12'49" East, for a distance of 35.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 4) North 02°54'34" West, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) In a northerly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a

- distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) 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 marking a point of curvature;
- 7) In a northerly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing North 12°36'40" East, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the common line of the aforementioned Lots 461 and 468, from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots 461 and 468 and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 462.45 feet;
 - 8) THENCE, South 02°45'50" East, along the common line of said Lots 461 and 468, passing at a distance of 387.55 feet a 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758, and continuing for a total distance of 417.55 feet to the POINT OF BEGINNING and containing 23,963 square feet (0.5501 acres) of land.

TRACT 2 - 8,055 SQUARE FEET (0.1849 ACRES)

COMMENCING at a "MAG" nail found marking the southeasterly corner of said Lot 461, the said 9.4720 acre tract and a future 0.5501 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, 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 50 feet by easement recorded under Vol. 819, Pg. 409-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 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and the future 0.5501 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for the southwesterly corner of the future 0.55014 acre tract;

THENCE, North 02°39'46" West, with the westerly line of said 0.5501 acre tract for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a nontangent curve;

THENCE, in a northeasterly direction with the westerly line of said 0.5501 acre tract along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 5.14 feet, an angle of 11°47'00", and a chord bearing North 81°26'43" East, for a distance of 5.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and POINT OF BEGINNING of the herein described tract;

- 1) THENCE, North 02°54'34" West, for a distance of 40.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- THENCE, in a northerly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a distance of 184.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 3) THENCE, North 16°01'03" East, for a distance of 218.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the common line of the aforementioned Lots 461 and 468 from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 410.41 feet;
- 4) THENCE, South 02°45′50" East, along the said common line of Lots 461 and 468 for a distance of 52.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northerly corner of the aforementioned future 0.5501 acre tract, from which 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758 bears South 02°45′50" East for a distance of 387.55 feet;

THENCE, along the westerly line of the said future 0.5501 acre tract the following five (5) courses and distances:

- 5) In a southerly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing South 12°36'40" West, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) South 16°01'03" West, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a southerly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing South 06°33'15" West, for a distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 8) South 02°54'34" East, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 9) In a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, an angle of 78°27'47", and a chord bearing South 36°19'19" West, for a distance of 31.62 feet to the POINT OF BEGINNING and containing 8,055 square feet (0.1849 acres) of land.

FILED and RECORDED

Instrument Number: 2024051163

Filing and Recording Date: 11/22/2024 03:26:45 PM Pages: 6 Recording Fee: \$41.00 I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



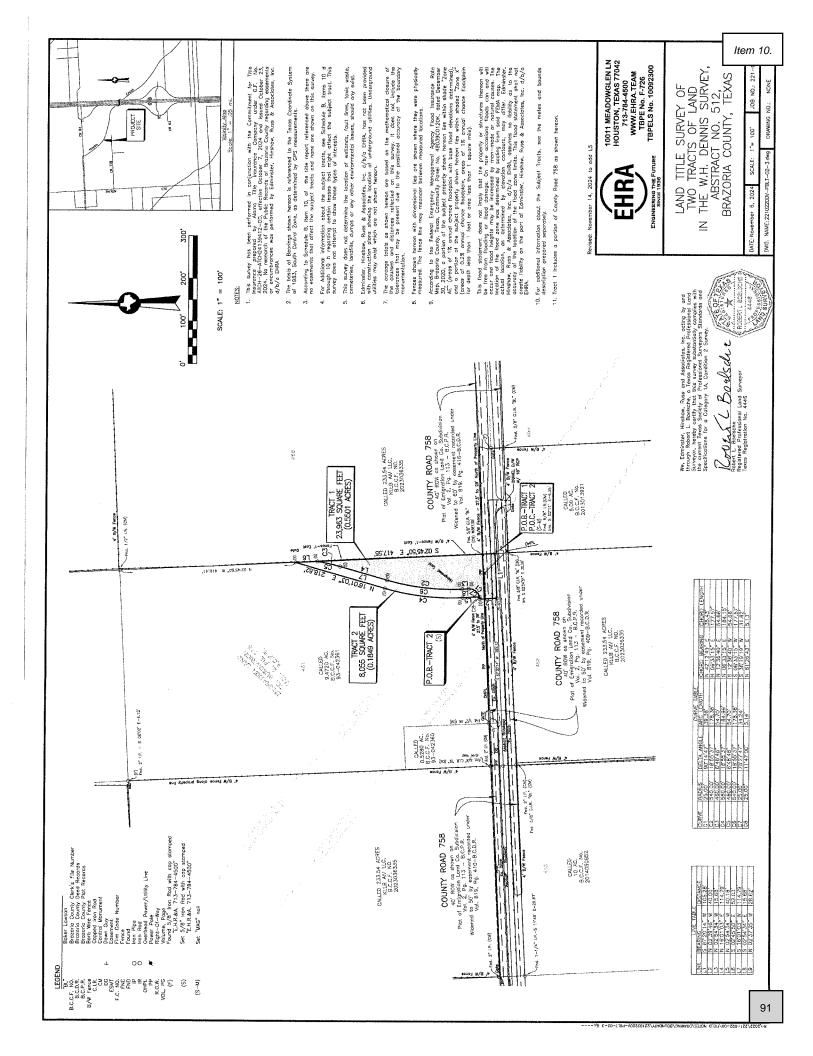
Joyce Hudman, County Clerk

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Brazoria County, Texas

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-lissete



ABHR

HOUSTON 3200 Southwest Freeway, Suite 2600 Houston, TX 77027 (713) 860-6400

Andrew B. Vaughan Senior Attorney avaughan@abhr.com (713) 860-6433

April 8, 2025

VIA FEDERAL EXPRESS

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

Re:

Brazoria County Municipal Utility District No. 90 (the "District") - Petition for Extension and Expansion of Extraterritorial Jurisdiction of the City of Iowa Colony, Texas (the "City"); Petition for Annexation into Corporate Limits of the City; Assignment and Assumption of Utility Functions Agreement by and between the City and Maple Farms Holdings, LLC et al. (the "Utility Functions Agreement"); and Assignment and Assumption of Development Agreement by and among the City and Maple Farms Holdings, LLC et al. (the "Development Agreement")

To Whom it May Concern:

Pursuant to Section 4.02 of the Development Agreement, the following documents are enclosed for review and consideration by the City of Iowa Colony, Texas, City Council at its next earliest Council meeting:

- Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction; and
- Petition for Annexation into the City of Iowa Colony, Texas.

Additionally, pursuant to Section 6.03 of the Development Agreement, enclosed for your records is notice of the following assignment of the Development Agreement:

 Assignment and Assumption of Development Agreement by and between Maple Farms Holdings, LLC and 521 UM Holding 770 Acres, LP.

Notice to 521 UM Holding 770 Acres, LP should be given under the Development Agreement as follows:

521 UM Holding 770 Acres, LP Attn: Mr. Uri Man and Mr. Greg Singleton 2450 Fondren Road, Suite 210 April 8, 2025 Page 2 of 2

> Houston, Texas 77063 urijman@gmail.com greg@lagoondevelopment.com

Additionally, pursuant to Section 9.06 of the Utility Functions Agreement, enclosed for your records is notice of the following assignment of the Utility Functions Agreement:

 Assignment and Assumption of Utility Functions Agreement by and between Maple Farms Holdings, LLC and 521 UM Holding 770 Acres, LP.

Notice to 521 UM Holding 770 Acres, LP should be given under the Utility Functions Agreement as follows:

521 UM Holding 770 Acres, LP Attn: Mr. Uri Man and Mr. Greg Singleton 2450 Fondren Road, Suite 210 Houston, Texas 77063 urijman@gmail.com greg@lagoondevelopment.com

If you have any questions about the contents of this letter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

<u>/s/ Andrew B. Vaughan</u> Andrew B. Vaughan

Enclosures

cc via e-mail:	Mr. Robert A. Seale	[Firm]
	Mr. Ashley Ramos	[Firm]
	Ms. Kayleen Rosser	[City Secretary, City of Iowa Colony]
	Ms. Natasha L. Brooks-Anderson	[City Attorney, City of Iowa Colony]
	Mr. Joel Cleveland	[Muller Law Group, PLLC]
	Mr. Mark Terpstra	[521 Opportunity LLC]
	Mr. Gregory Miller	[Gen-Skip LLC; Gregory Lloyd Miller Trust]
	Mr. Uri Man	[521 UM Holding 770 Acres, LP]
	Mr. Greg Singleton	[521 UM Holding 770 Acres, LP]
	Mr. Itiel Kaplan	[Maple Farms Holdings, LLC]

PETITION REQUESTING EXPANSION AND EXTENSION OF EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF IOWA COLONY, TEXAS:

521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns; 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, or its successor or assigns; GREGORY LLOYD MILLER, Trustee of the Gregory Lloyd Miller Trust, or its successor or assigns; and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns (each, a "Petitioner" and, collectively, the "Petitioners"), the owners of all of the territory described in the exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes (the "Territory"), hereby petitions and requests the City of Iowa Colony, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory, and would show the following:

I.

The Petitioners are the owners of title to all of the land within the Territory, as shown by the tax rolls of Brazoria County, Texas.

II.

The Territory is contiguous to the existing extraterritorial jurisdiction of the City. Portions of the Territory have been released by operation of law from the extraterritorial jurisdictions of the Cities of Alvin and Sandy Point, Texas, as evidenced in the exhibits attached hereto as **Exhibits B-1 and B-2**, respectively, and incorporated herein for all purposes.

III.

This petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code.

IV.

The Petitioners believe that it will be in the best interests of the Petitioners and the City, and will benefit the Territory and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Territory.

V.

The Petitioners hereby certify that they are the sole owners of the Territory, and that this Petition is signed and acknowledged by each and every person, corporation or entity that owns the Territory or has an ownership interest in any part of the Territory. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have entered into a development agreement with the City.

VI.

This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioners' successors and assigns.

VII.

This Petition is irrevocable while that certain Development Agreement dated effective August 12, 2024, by and between the City and the Petitioners is in effect as to the Land.

WHEREFORE, the Petitioners pray that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt a resolution extending and expanding the City's extraterritorial jurisdiction to include all of the Territory not presently in the City's existing extraterritorial jurisdiction.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY EXECUTED this 26 day of March, 2025.

521 UM HOLDING 770 ACRES, LP, a Texas limited partnership

By: 521 Holding Tx, LLC,

a Texas limited liability company,

its General Partner

7: _/// NV

Name: //ri Man

Title: M5

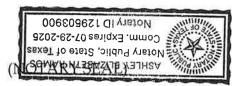
THE STATE OF TEXAS

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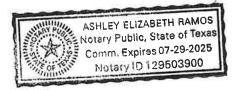
COUNTY OF HARRIS

8

This instrument was acknowledged before me on March 26, 2025, by Uri Man, Mahager of 521 Holding Tx, LLC, a Texas limited liability company, General Partner of 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



Notary Public, State of Texas



521 OPPORTUNITY, LLC, a Texas limited liability company

Terpstra Investments, LLC, a Texas limited By:

liability company, d/b/a Texas Land

Investments, LLC,

its Manager

By:

Mark Terpstra, Manager

THE STATE OF TEXAS

§

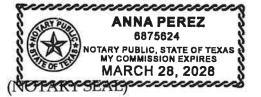
COUNTY OF HARRIS

§ §

This instrument was acknowledged before me on

2025, by

Mark Terpstra, as Manager of Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, Manager of 521 OPPORTUNITY, LLC, a Texas limited liability company, on behalf of said limited liability companies.



GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 2005

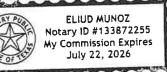
By: Gregory Lloyd Miller, Trustee

THE STATE OF TEXAS \$

COUNTY OF Larvis \$

This instrument was acknowledged before me on March 26th, 2025, by GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated

January 5, 2005.



(NOTARY SEAL)

Notary Public, State of Texas

GEN-SKIP LLC, a Louisiana limited liability company

Michael F. Mire, Owner

THE STATE OF LOUISIANA

§ §

COUNTY OF Jefferson

§

This instrument was acknowledged before me on ________, 2025, by Michael F. Mire, as Owner of GEN-SKIP LLC, a Louisiana limited liability company, on behalf of said limited liability company.

Notary Public, State of Louisiana

(NOTARY SEAL)



Exhibit A

Territory

Exhibit A , Page 1 of 5 Pages

County:

Brazoria

Project:

BCMUD 90 (Maple Farms)

M&B No.:

241424

Job Number: 4697-MUD (067158 Ph. 2)

FIELD NOTES FOR A 806.02 ACRE TRACT BRAZORIA COUNTY MUD No. 90

Being a tract of land containing 806.02 acres (35,110,248 square feet), located in the David Tally League, Abstract Number (No.) 130, Chester S. Gorbet Survey, Abstract No. 64 and Edward Bradley Survey, Abstract No. 44 in Brazoria County, Texas; Said 806.02 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract save and except Tracts 1, 2A, 2B and 3 totaling 63.889 acres leaving a net of 706.497 acres, recorded in the name of 521 UM Holding 770 Acres, LP, in Brazoria County Clerk's File (B.C.C.F.) No. 2024043624, a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847, a portion of a called 37.695 acre tract (Tract 1) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646 and being all of a called 6.198 acres (Tract 3) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646; said 806.02 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770.386 acre tract and the herein described tract;

THENCE, along the lines common to said 770.386 acre tract, said 6.198 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

- 1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a westerly corner of the herein described tract;

Exhibit A , Page 2 of 5 Pages

THENCE, through and across said 770.386 acre tract, the following three (3) courses:

- 1. North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;
- 3. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

- 1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;
- 2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509 and being a northerly corner of the herein described tract;

Exhibit A , Page 3 of 5 Pages

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and the northwest corner of said 37.695 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23, being on the line common to said 37.695 acre tract and the southerly R.O.W. line of said C.R. 53 and for a northerly corner of the herein described tract;

THENCE, along the southerly R.O.W. line of said C.R. 53 and through and across said 37.695 acre tract, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 37.695 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 37.695 acre tract and said 107.60 acre tract, South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southwest corner of said 107.60 acre tract and a northerly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract, said 107.60 acre tract and a called 945.8984 acre tract recorded in the name of Sandy Point Owner LP in B.C.C.F. No. 2023012556, North 87 degrees 47 minutes 09 seconds East, a distance of 4,469.31 feet to an angle point at the northwest corner of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the northeast corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,879.57 feet to an angle point at an easterly interior corner of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938 and marking an easterly corner of said 770.386 acre tract and the herein described tract;

Exhibit A ___, Page 4 of 5 Pages

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to a 2-inch iron pipe found at a northwesterly corner of said 93.36 acre tract, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,829.80 feet to an angle point at a southerly corner of the herein described tract;

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (8) courses:

- 1. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 2. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 3. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 4. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 5. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;
- 6. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 7. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 8. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the **POINT OF BEGINNING** and containing 806.02 acres (35,110,248 square feet) of land.

A District Boundary Map was prepared in conjunction with and accompanies this description.

Exhibit A , Page 5 of 5 Pages

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Anthony R. Peacock, R.P.L.S. Texas Registration No. 5047



MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241424

Job No. 4697-MUD (067158 Ph. 2)

Dwg: 4697-MUD.dwg Date: November 19, 2024

Exhibit B-1

Release from City of Alvin's Extraterritorial Jurisdiction

NOTICE OF PETITION FOR RELEASE OF AN AREA FROM THE CITY OF ALVIN'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS	§
	§
COUNTY OF BRAZORIA	§

A Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (the "Petition") was duly submitted by MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, to the CITY OF ALVIN, TEXAS (the "City") on September 26, 2024 (the "Receipt Date") in accordance with Subchapter D, Chapter 42, Texas Local Government Code. A true and correct copy of the Petition submitted to the City is attached hereto as Exhibit "A."

The City took affirmative action to release the 273.364 acres of land shown on **Exhibit "B"** (the "Land") from the City's extraterritorial jurisdiction, as prayed for by the Petition, by Ordinance No. 24-DD, dated October 17, 2024, attached hereto as **Exhibit "C"**.

In accordance with Section 42.105(d) of the Texas Local Government Code, the Land has been released from the extraterritorial jurisdiction of the City by operation of law.

[Signature Page Follows]

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

By: Maple Farms JV LLC, a Delaware limited liability company, its Manager

By: Maple Farms GP LLC, a Texas limited liability company, its General Partner

By: Maple X, Inc., a Texas corporation, its Manager

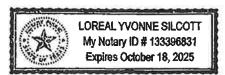
By: Itiel Marka.

Itiel Kaplan, President

STATE OF TEXAS \$

COUNTY OF Havis \$

(Notary Seal)



Notary Public, State of Texas

Exhibit A

Petition

[See attached.]

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 273,364 acres of land described by metes and bounds in Exhibit A and shown on the map attached as Exhibit B (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Alvin, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Brazoria County Appraisal District, attached hereto as Exhibit C, as may be supplemented, as needed, by recorded deed recorded in the official public records of Brazoria County, Texas.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 25, 2024.

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

By: Maple Farms JV LLC, a Delaware limited liability company, its Manager

By: Maple Farms GP LLC, a Texas limited liability company, its General Partner

By: Maple X, Inc., a Texas corporation, its Manager

By: this Koplan

Title: President

DOB: 1/9/85

Residence Address: 2330 Gramercy 5

Chaston, TX 77030

Name: Itiel Kaplan

Date of Signing: September 25, 2024

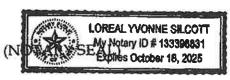
THE STATE OF TEXAS

S S

COUNTY OF Harris

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This instrument was acknowledged before me on September 25, 2024, by Itiel Kaplan, as President of Maple X, Inc., a Texas corporation, Manager of Maple Farms GP LLC, a Texas limited liability company, General Partner of Maple Farms JV LLC, a Delaware limited liability company, Manager of MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, on behalf of said corporation and limited liability companies.



Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

Exhibit A, Page 1 of 3 Pages

County: Project:

Brazoria Maple Farms

M&B No.:

241334 Job Number: 4697-MB

FIELD NOTES FOR A 273.364 ACRE TRACT WITHIN THE CITY OF ALVIN, TEXAS ETJ

Being a tract of land containing 273.364 acres (11,907,713 square feet), located in the Chester S. Gorbet Survey, Abstract Number (No.) 64, in Brazonia County, Texas; Said 273.364 acre tract being a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089; said 273.364 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770,386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETJ recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract;

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Texas ETJ and said the City of Sandy Point, Texas ETJ, the following three (3) courses:

- 1. North 33 degrees 07 minutes 46 seconds East, a distance of 391.55 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 10 degrees 31 minutes 42 seconds East, a distance of 1,050.79 feet to an angle point at a westerly comer of the herein described tract;
- 3. North 11 degrees 15 minutes 04 seconds West, a distance of 163.49 feet to the beginning of a curve to the right and being a westerly comer of the herein described tract;

Exhibit A, Page 2 of 3 Pages

THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the most northerly comer of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,843.84 feet to an angle point at an easterly interior corner of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the POINT OF BEGINNING and containing 273.364 acres (11,907,713 square feet) of land.

An Exhibit was prepared in conjunction with and accompanies this description.

Redeck

Anthony R. Peacock, R.P.L.S. Texas Registration No. 5047

MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241334 Job No. 4697-MB

Dwg: 4697-EXH-1 (Alvin ETJ) Date: September 12, 2024

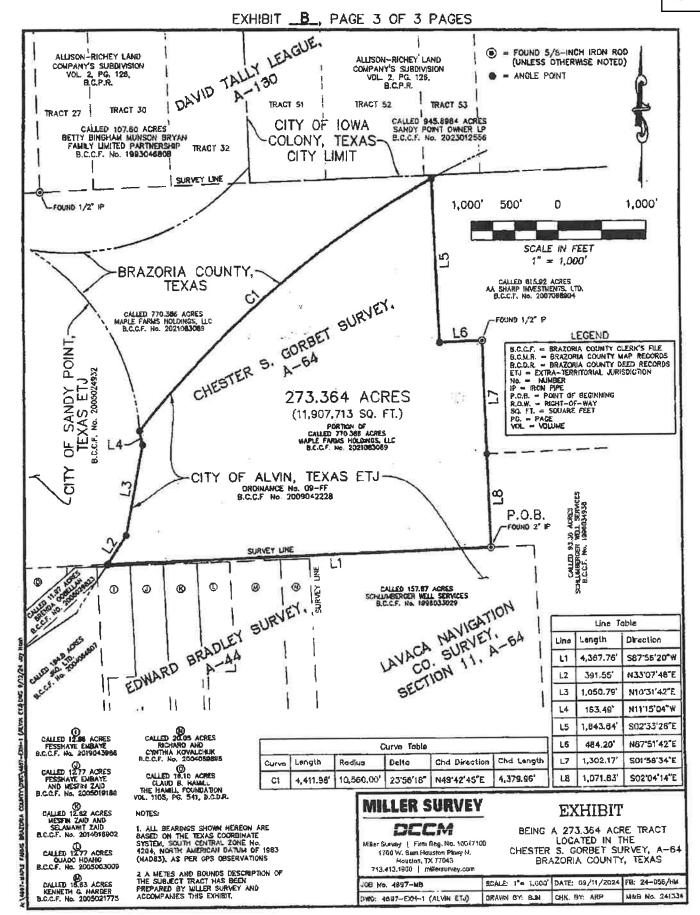


EXHIBIT C

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek Elizabeth Day

Tommy King John Luquette

Patrick O'Day

Gail Robinson George Sandars

Susan Spoor

Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III 500 North Chenango Angleton, Texas 77515 979-849-7792

Fax 979-849-7984

Ownership Certificate

Re: 273.364 acres, Abstract 24

Date: 09/25/2024

Certificate No. 0285

I, the undersigned, hereby certify that I have examined the 2024 appraisal roll of Brazoria County Appraisal District as of September 25, 2024, for the land described in the legal description attached, the described property is listed in the name(s) of:

Owner:	Account Number:	Market Value:	Appraised Value:
MAPLE FARMS HOLDINGS	0064-0023-000*	\$1,586,290	\$223,770
LLC			
MAPLE FARMS HOLDINGS	0064-1022-000*	\$425,600	\$59,280
LLC			

*Partial

Certified this the 25th day of September, 2024

Marcel Pierel III Chief Appraiser

Requested by: Ashley Ramos

Certificate Cost: \$10.00 Cert 0285

Organization: ABHR

Exhibit , Page 1 of 3 Pages

County: Project:

Brazoria Maple Fanns

M&B No.:

241334 Job Number: 4697-MB

FIELD NOTES FOR A 273.364 ACRE TRACT WITHIN THE CITY OF ALVIN, TEXAS ETJ

Being a tract of land containing 273.364 acres (11,907,713 square feet), located in the Chester S. Gorbet Survey, Abstract Number (No.) 64, in Brazoria County, Texas; Said 273.364 acre tract being a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089; said 273.364 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETJ recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract;

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Texas ETJ and said the City of Sandy Point, Texas ETJ, the following three (3) courses:

- 1. North 33 degrees 07 minutes 46 seconds East, a distance of 391.55 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 10 degrees 31 minutes 42 seconds East, a distance of 1,050.79 feet to an angle point at a westerly corner of the herein described tract;
- 3. North 11 degrees 15 minutes 04 seconds West, a distance of 163.49 feet to the beginning of a curve to the right and being a westerly corner of the herein described tract;

Exhibit_____, Page 2 of 3 Pages

THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the most northerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,843.84 feet to an angle point at an easterly interior corner of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the POINT OF BEGINNING and containing 273.364 acres (11,907,713 square feet) of land.

An Exhibit was prepared in conjunction with and accompanies this description.

Regwork

Anthony R. Peacock, R.P.L.S.

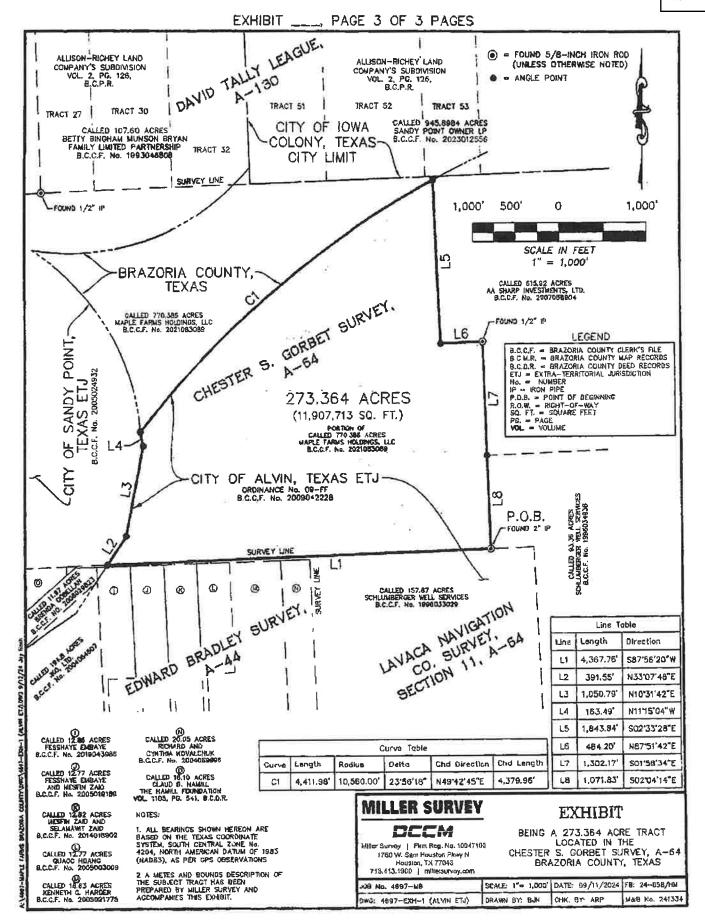
Texas Registration No. 5047

MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241334 Job No. 4697-MB

Dwg: 4697-EXH-1 (Alvin ETJ) Date: September 12, 2024



ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 800-8469 Direct Fax: (713) 800-1169

aramos@abhr.com

Ashley Ramos Legal Assistant

September 25, 2024

VIA FEDERAL EXPRESS

Ms. Dixie Roberts City Secretary City of Alvin 216 W. Sealy Alvin, TX 77511

> e: Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction - 273.364 acres

Dear Ms. Roberts:

Please find enclosed, for consideration by the Mayor and City Council of the City of Alvin, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 273.364 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely, Ashly E. Ramos

Ashley Ramos Legal Assistant

Enclosure

1219666



After printing this label:

Use the 'Print' button on this page to print your label to your laser or inkjet printer.

2. Fold the printed page along the horizontal line.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

^{3.} Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Cindi Meek

From: Sent: FedEx Tracking <TrackingUpdates@fedex.com>

Thursday, September 26, 2024 1:06 PM

To:

Cindi Meek

Subject:

Your shipment was delivered

×

Your shipment was delivered.

Delivery Date

Thu, 09/26/2024 12:59pm

Delivered to

216 W SEALY ST, ALVIN, TX 77511

Received by

S.CRUZ

Report missing package

How was your delivery?











Tracking details

Tracking ID

778826184048

From

ALLEN BOONE HUMPHRIES ROBINSON

3200 Southwest Freeway

Suite 2600

Houston, TX, US

77027

To

City of Alvin 216 W. Sealy ALVIN, TX, US 77511

Ship date

Wed 9/25/2024 04:10 PM

Number of pieces

1

Total shipment weight

0.50 LB

Service

FedEx Standard Overnight

Exhibit B

Description of the Land

[See attached.]

2024048270 Page 19 of 35

Exhibit B, Page 1 of 3 Pages

County:

Brazoria

Project:

Maple Farms

M&B No.:

241334 Job Number: 4697-MB

FIELD NOTES FOR A 273.364 ACRE TRACT WITHIN THE CITY OF ALVIN, TEXAS ETJ

Being a tract of land containing 273.364 acres (11,907,713 square feet), located in the Chester S. Gorbet Survey, Abstract Number (No.) 64, in Brazoria County, Texas; Said 273.364 acre tract being a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089; said 273.364 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETI recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract;

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Texas ETJ and said the City of Sandy Point, Texas ETJ, the following three (3) courses:

- 1. North 33 degrees 07 minutes 46 seconds East, a distance of 391.55 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 10 degrees 31 minutes 42 seconds East, a distance of 1,050.79 feet to an angle point at a westerly corner of the herein described tract;
- 3. North 11 degrees 15 minutes 04 seconds West, a distance of 163.49 feet to the beginning of a curve to the right and being a westerly corner of the herein described tract;

Exhibit B , Page 2 of 3 Pages

THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD, in B.C.C.F. No. 2007068904 and being the most northerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,843.84 feet to an angle point at an easterly interior corner of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the **POINT OF BEGINNING** and containing 273.364 acres (11,907,713 square feet) of land.

An Exhibit was prepared in conjunction with and accompanies this description.

Anthony R. Peacock R.P.L.S.

Texas Registration No. 5047

MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241334 Job No. 4697-MB

Dwg: 4697-EXH-1 (Alvin ETJ) Date: September 12, 2024

Exhibit C

Ordinance No. 24-DD

[See attached.]

ORDINANCE NO. 24-DD

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 273.364 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Section 42.102 of the Texas Local Government Code authorizes a resident or landowner of an area in the extraterritorial jurisdiction ("ETJ") of a municipality to file petition with the municipality to be released from the ETJ of the municipality; and

WHEREAS, on or about September 26, 2024, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Maple Farms Holdings, LLC, the owner of approximately 273.364 acres of land located near the city limits of Iowa Colony and the City of Sandy Point ETJ, located entirely within the City of Alvin's ETJ, in Brazoria County, Texas.

WHEREAS, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 273.364 acres of land in the City's ETJ, as described in Exhibit A and reflected on Exhibit B, both attached hereto and incorporated herein for all purposes; and

WHEREAS, Section 42.105 provides upon a proper petition, the City shall immediately release the area from its ETJ and shall take action before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

- Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.
- Section 2. Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 273.364 acres of land as described in Exhibit A and reflected in Exhibit B from its extraterritorial jurisdiction.
- Section 3. This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

Section 4. The official map and boundaries of the City of Alvin are hereby amended and revised so as to release solely the portion of its ETJ that is described in Exhibit A and reflected on Exhibit B.

Section 5. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 17th day of October 2024.

CITY OF ALVIN, TEXAS

By: ______

Gabe Adame, Mayor

ATTEST

Dixie Roberts, City Secretary

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOEN:X TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (7)3) 660-6400
FAX (7)3) 660-6401

Rev alnular

Direct Line: (713) 800-8469 Direct Fax: (713) 800-1169

aramos@abhr.com

Ashley Ramos Legal Assistant

September 25, 2024

VIA FEDERAL EXPRESS

Ms. Dixie Roberts City Secretary City of Alvin 216 W. Sealy Alvin, TX 77511

Re: Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction - 273.364 acres

Dear Ms. Roberts:

Please find enclosed, for consideration by the Mayor and City Council of the City of Alvin, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 273.364 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely, Ashley F. Ramos

Ashley Ramos Legal Assistant

Enclosure

1219666

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

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

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 273,364 acres of land described by metes and bounds in Exhibit A and shown on the map attached as Exhibit B (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Alvin, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Brazoria County Appraisal District, attached hereto as Exhibit C, as may be supplemented, as needed, by recorded deed recorded in the official public records of Brazoria County, Texas.

П.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

1217637

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 25, 2024.

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

By: Maple Farms JV LLC, a Delaware limited liability company, its Manager

By: Maple Farms GP LLC, a Texas limited liability company, its General Partner

By: Maple X, Inc., a Texas corporation, its Manager

Ву:	Stiel Kylin
	Itiel Kaplan
Title:_	President
DOB:	1/9/85
Reside	nce Address: 2330 Gramercy 5
Houst.	on, TX 77035
Date of	Signing: September 25,202

THE STATE OF TEXAS

§

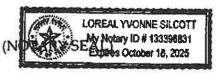
COUNTY OF Harris

ş

This instrument was acknowledged before me on September 25, 2024, by Itiel Kaplan, as President of Maple X, Inc., a Texas corporation, Manager of Maple Farms GP LLC, a Texas limited liability company, General Partner of Maple Farms JV LLC, a Delaware limited liability company, Manager of MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, on behalf of said corporation and limited liability companies.

LOREAL YVONNE SILCOTT

Notary Public, State of Texas



Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

-3-

Exhibit A , Page 1 of 3 Pages

County: Brazona
Project: Maple Famis
M&B No.: 241334
Job Number: 4697-Mis

FIELD NOTES FOR A 273.364 ACRE TRACT WITHIN THE CITY OF ALVIN, TEXAS ETJ

Being a tract of land containing 273.364 acres (11.907,713 square feet), located in the Chester S. Gorbet Survey, Abstract Number (No.) 64, in Brazoria County, Texas; Said 273.364 acre tract being a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B C.C.F.) No. 2021083089; said 273.364 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770,386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract. South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETJ recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract:

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Texas ETJ and said the City of Sandy Point, Texas ETJ, the following three (3) courses:

- 1. North 33 degrees 07 minutes 46 seconds East, a distance of 391 55 feet to an angle point at a westerly corner of the herein described tract:
- North 10 degrees 31 minutes 42 seconds East, a distance of 1.050,79 feet to an angle point at a westerly corner of the herein described tract;
- 3. North 11 degrees 15 minutes 04 seconds West, a distance of 163.49 feet to the beginning of a curve to the right and being a westerly corner of the herein described tract;

Exhibit A , Page 2 of 3 Pages

THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the most northerly corner of the herein described tract:

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,843.84 feet to an angle point at an easterly interior comer of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484,20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract:

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the POINT OF BEGINNING and containing 273.364 acres (11,907,713 square feet) of land.

ANTHONY R. PEACOCK

An Exhibit was prepared in conjunction with and accompanies this description.

Peolex K

Anthony R. Peacock, R.P.L.S. Texas Registration No. 5047

MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241334 Job No. 4697-MB

Dwg: 4697-EXH-1 (Alvin ETJ) Date: September 12, 2024

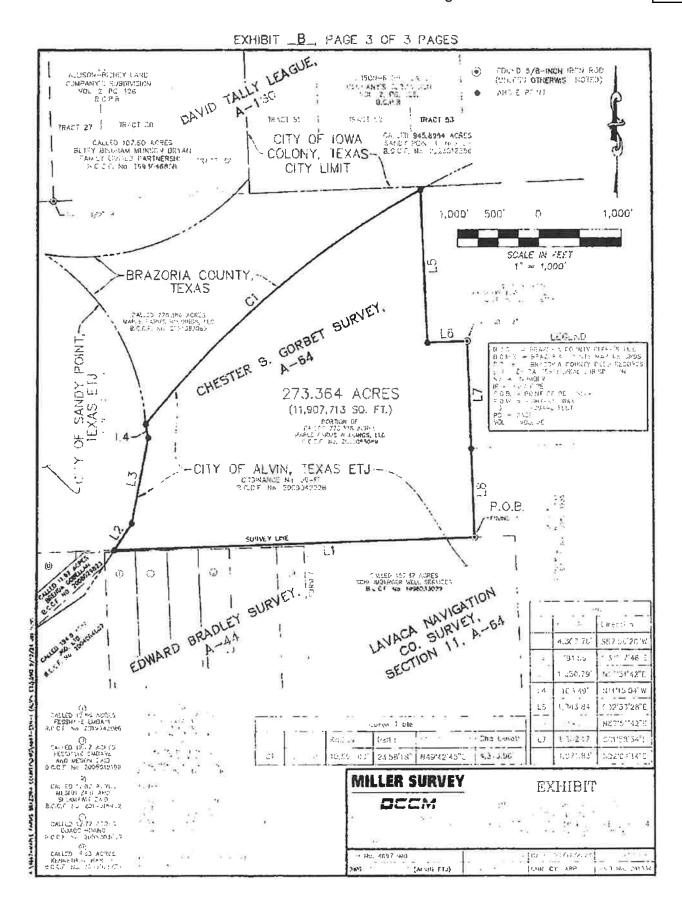


EXHIBIT C BRAZORIA COUNTY APPRAISAL DISTRICT

MEMRERS OF THE BOARD
Knoon Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars

Susan Spoor Robert York-Westbrook CHIEF APPRAISER
Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979,849-2797
Fax 979-x 19, 79y4

Ownership Certificate

Re: 273.364 acres, Abstract 24

Date: 09/25/2024 Certificate No. 0285

l, the undersigned, hereby certify that I have examined the 2024 appraisal roll of Brazotia County Appraisal District as of September 25, 2024, for the land described in the legal description attached, the described property is listed in the name(s) of:

Owner:		Account Number:	Market Value:	Appraised Value:
MAPLE FARMS H	IOLDINGS	0064-0023-000*	\$1,586,290	\$223,770
LLC				
MAPLE FARMS F	IOLDING	0064-1022-000*	\$425,600	\$59,280
LLC				

Cert 0285

*Partial

Certified this the 25th day of Septomber, 2024

Marcel Fierel III Chief Appraiser

Certificate Cost: \$10.00

Requested by: Ashley Ramos

Organization: ABHR

137

2024048270 Page 32 of 35

Exhibit , Page 1 of 3 Pages

County: Brazoria Project: Maple Farino M&B No : 241334 Job Number: 4697-MB

FIELD NOTES FOR A 273.364 ACRE TRACT WITHIN THE CITY OF ALVIN, TEXAS ETJ

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BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract:

THENCE, with the line contmon to said 770.386 acre tract and said 157.87 acre tract. South 87 degrees 56 minutes 20 seconds West.: distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin. Texas ETI as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETI recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract:

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Toxas ETJ and said the City of Sandy Point. Texas ETJ, the following three (3) courses:

- 1. North 33 degrees 07 minutes 46 seconds East, a distance of 391.55 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 10 degrees 31 minutes 42 seconds East, a distance of 1,050.79 feet to an angle point at a westerly corner of the herein described tract;
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Exhibit Page 2 of 3 Pages

THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the most northerly corner of the herein described tract;

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- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract:

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the POINT OF BEGINNING and containing 273.364 acres (11,907,713 square feet) of land.

ANTHONY R. PEACOCK

An Exhibit was prepared in conjunction with and accompanies this description.

Reverek

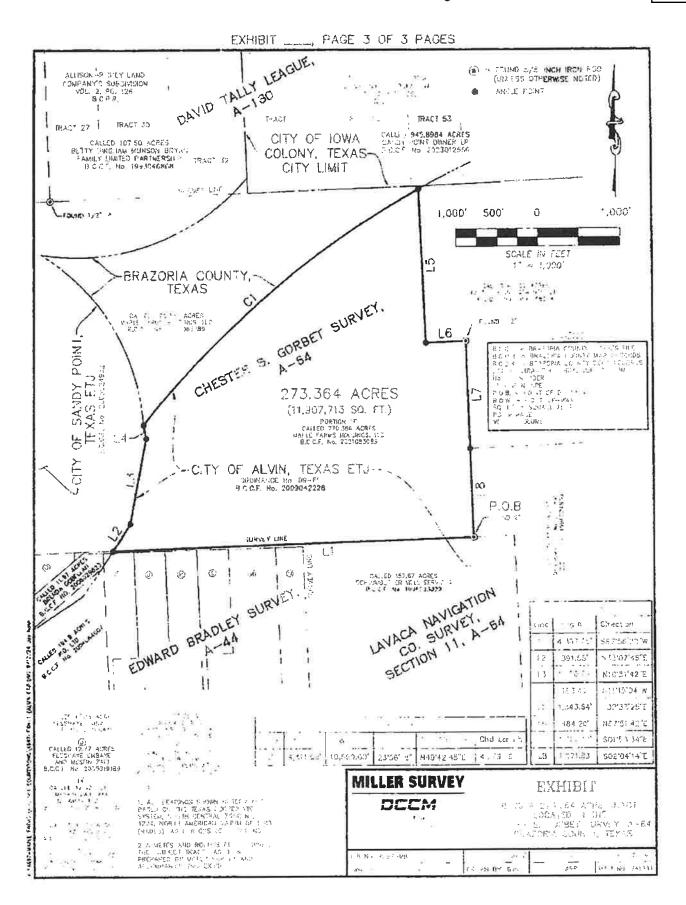
Anthony R. Peacock, R.P.L.S. Texas Registration No. 5047

MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241334 Job No. 4697-MB

Dwg: 4697-EXH-1 (Alvin ETJ) Date: September 12, 2024



agenthidum

FILED and RECORDED

Instrument Number: 2024048270

Filing and Recording Date: 11/06/2024 10:38:44 AM Pages: 35 Recording Fee: \$157.00 I hereby certify that this instrument was FILED on the date and time stamped hereon and

RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily

Exhibit B-1

Release from City of Sandy Point's Extraterritorial Jurisdiction

NOTICE OF PETITION FOR RELEASE OF AN AREA FROM THE CITY OF SANDY POINT'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS	§
	§
COUNTY OF BRAZORIA	§

A Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (the "Petition") was duly submitted by MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, 521 OPPORTUNITY, LLC, a Texas limited liability company, GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust, and GEN-SKIP LLC, a Louisiana limited liability company, to the CITY OF SANDY POINT, TEXAS (the "City") on October 22, 2024 (the "Receipt Date") in accordance with Subchapter D, Chapter 42, Texas Local Government Code. A true and correct copy of the Petition submitted to the City is attached hereto as Exhibit "A."

The City failed to take action to release the 432.182 acres of land shown on Exhibit "B" (the "Land") from the City's extraterritorial jurisdiction, as prayed for by the Petition, by the later of (a) the forty-fifth (45th) day after the Receipt Date or (b) the next meeting of the City Council of the City that occurred after the thirtieth (30th) day after the Receipt Date.

In accordance with Section 42.105(d) of the Texas Local Government Code, the Land has been released from the extraterritorial jurisdiction of the City by operation of law.

[Signature Page Follows]

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

By: Maple Farms JV LLC, a Delaware limited liability company, its Manager

By: Maple Farms GP LLC, a Texas limited liability company, its General Partner

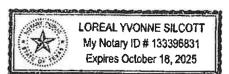
By: Maple X, Inc., a Texas corporation, its Manager

By: Itiel Kaplan, President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on <u>December 6th</u> 2024, by Itiel Kaplan, as President of Maple X, Inc., a Texas corporation, Manager of Maple Farms GP LLC, a Texas limited liability company, General Partner of Maple Farms JV LLC, a Delaware limited liability company, Manager of MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, on behalf of said corporation and limited liability companies.



(NOTARY SEAL)

Notary Public, State of Texas

GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 2005

By:

Gregory Lloyd Miller, Trustee

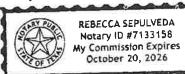
THE STATE OF TEXAS

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COUNTY OF HAVE'S

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This instrument was acknowledged before me on December 10, 2024, by GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 2005.



(NOTARY SEAL)

Notary Public, State of Texas

GEN-SKIP LLC, a Louisiana limited liability company

Bv:

Michael F. Mire, Sole Owner

THE STATE OF LOUISIANA

§

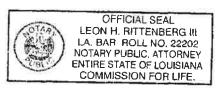
PARISH OF Soffers

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This instrument was acknowledged before me on Doccombon 9 2024, by Michael F. Mire, as Owner of GEN-SKIP LLC, a Louisiana limited liability company, on behalf of said limited liability company.

Notary Public, State of Louisiana

(NOTARY SEAL)



521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, its Manager

Mark Tornetra Manager

THE STATE OF TEXAS \$

COUNTY OF HARRIS \$

This instrument was acknowledged before me on <u>Lecunder 19</u>, 2024, by Mark Terpstra, as Manager of Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, Manager of 521 OPPORTUNITY, LLC, a Texas limited liability company, on behalf of said limited liability companies.

ANNA PEREZ

8875924

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES

MARCH 28, 2028

(NOTARY SEAL)

Notary Public, State of Texa

Exhibit A

Petition

[See attached.]

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY POINT, TEXAS:

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, 521 OPPORTUNITY, LLC, a Texas limited liability company, GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust, and GEN-SKIP LLC, a Louisiana limited liability company (collectively, the "Petitioners"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 432.182 acres of land described by metes and bounds in Exhibit A and shown on the map attached as Exhibit B (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Sandy Point, Texas (the "City"), and in support of this petition the Petitioners represent, covenant, and agree as follows:

I,

The Petitioners hold fee simple title to their portions of the Land, and hereby represents that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Brazoria County Appraisal District, attached hereto as Exhibit C.

II.

The Petitioners represent that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioners represent that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

1217886

IV.

The Petitioners represent that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioners represent that the Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

VI.

The Petitioners represent that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

2024055724 Page 9 of 39

RESPECTFULLY SUBMITTED on Oct. 16

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

Maple Farms JV LLC, a Delaware limited liability By: company, its Manager

> Maple Farms GP LLC, a Texas limited liability By: company, its General Partner

> > Maple X, Inc., a Texas corporation, By: its Manager

Name: Itiel Kaplan Title: President

DOB:

Residence Address: 2330 St. Houston TX Date of Signing: Oct. 16

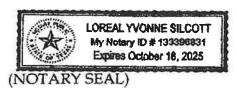
THE STATE OF TEXAS

§

COUNTY OF Harris

§ §

Itiel Kaplan, as President of Maple X, Inc., a Texas corporation, Manager of Maple Farms GP LLC, a Texas limited liability company, General Partner of Maple Farms JV LLC, a Delaware limited liability company, Manager of MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, on behalf of said corporation and limited liability companies.



Notary Public, State of Texas

521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, its Manager

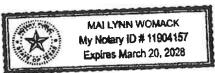
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on <u>Uctober 16</u>, 2024, by Mark Terpstra, as Manager of Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, Manager of 521 OPPORTUNITY, LLC, a Texas limited liability company, on behalf of said limited liability companies.

Mg. ym Wonack Notary Public, State of Texas

(NOTARY SEAL)



GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 2022 2005.

By: Dregon Miller
Name: Gregory Lloyd Miller
Title: Trustee
DOB: 4/18/57
Residence Address: 3 Worked C+.
Houston, Tx 77024
Date of Signing: 10/7/24

THE STATE OF TEXAS

§ §

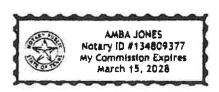
COUNTY OF Hams

§

This instrument was acknowledged before me on Today of Octob 2024, by GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 20222005.

Notary Public, State of Texas

(NOTARY SEAL)



GEN-SKIP LLC, a Louisiana limited liability company

Name: Michael F. Mire

Title: Sole Owner

DOB: 1/24/1857

Residence Address: 34 Cycas

Kenner (A 70065.

Date of Signing: 6/7/34

THE STATE OF LOUISIANA

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PARISH OF Orlean

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This instrument was acknowledged before me on October 7 2024, by Michael F. Mire, as Owner of GEN-SKIP LLC, a Louisiana limited liability company, on behalf of said limited liability company.

Notary Public, State of Louisiana

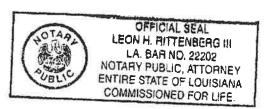
(NOTARY SEAL)

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership



2024055724 Page 13 of 39

Exhibit A, Page 1 of 7 Pages

County: Brazoria
Project: Maple Farms

M&B No.: 241335 Job Number: 4697-MB

FIELD NOTES FOR A 432.182 ACRE TRACT WITHIN THE CITY OF SANDY POINT, TEXAS ETJ

Being a tract of land containing 432.182 acres (18,825,847 square feet), located in the David Tally League, Abstract Number (No.) 130 and Chester S. Gorbet Survey, Abstract No. 64, in Brazoria County, Texas; Said 432.182 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089 and a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847; said 432.182 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770,386 acre tract and the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

- 1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a southeasterly corner of the City of Sandy Point, Texas City Limit, being a called 1070 acre tract recorded in B.C.C.F. No. 2005024932 and for a westerly corner of the herein described tract;

THENCE, along a southerly line of said City of Sandy Point, Texas City Limit and through and across said 770.386 acre tract, North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at the southeast corner of said City of Sandy Point, Texas City Limit;

Exhibit A , Page 2 of 7 Pages

THENCE, along the easterly lines of said City of Sandy Point, Texas City Limit and through and across said 770.386 acre tract, the following two (2) courses:

- 1. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;
- 2. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

- 1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;
- 2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point on an easterly line of said City of Sandy Point, Texas City Limit and being a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract and along an easterly line of said City of Sandy Point, Texas City Limit, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509, being on an easterly line of said City of Sandy Point, Texas City Limit and being a northerly corner of the herein described tract;

Exhibit A , Page 3 of 7 Pages

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and a northwesterly corner of said 770.386 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet:

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23 and being on the line common to the southerly R.O.W. line of said C.R. 53 and said City of Sandy Point, Texas City Limit and being a northerly corner of the herein described tract;

THENCE, through and across said 770.386 acre tract and along the line common to the southerly R.O.W. line of said C.R. 53 and said City of Sandy Point, Texas City Limit, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 770.386 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northeasterly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract and said 107.60 acre tract, the following two (2) courses:

- 1. South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southeast corner of said 770.386 acre tract and the southwest corner of said 107.60 acre tract;
- 2. North 87 degrees 47 minutes 09 seconds East, a distance of 2,194.78 feet to an angle point at the beginning of a curve to the right, being on the easterly line of the City of Sandy Point ETJ, recorded in B.C.C.F. No. 2005024932 and for the most easterly corner of the herein described tract;

THENCE, along the easterly lines of said City of Sandy Point ETJ and through and across said 770.386 acre tract, the following two (2) courses:

- 1. 2,507.82 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 25 minutes 38 seconds, and a chord that bears South 72 degrees 36 minutes 52 seconds West, a distance of 2,414.59 feet to an angle point at the beginning of a curve to the right;
- 2. 2,493.61 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 07 minutes 07 seconds, and a chord that bears South 31 degrees 00 minutes 54 seconds East, a distance of 2,401.94 feet to an angle point at the intersection of said City of Sandy Point ETJ and the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228 and being an easterly corner of the herein described tract;

2024055724 Page 16 of 39

Exhibit A , Page 4 of 7 Pages

THENCE, along the lines common to said City of Sandy Point ETJ and said City of Alvin, Texas ETJ and through and across said 770.386 acre tract, the following three (3) courses:

- 1. South 11 degrees 15 minutes 04 seconds East, a distance of 163.49 feet to an angle point at an easterly corner of the herein described tract;
- 2. South 10 degrees 31 minutes 42 seconds West, a distance of 1,050.79 feet to an angle point at a southeasterly comer of the herein described tract;
- 3. South 33 degrees 07 minutes 46 seconds West, a distance of 391.55 feet to an angle point on the southerly line of said 770.386 acre tract and being a southeasterly corner of the herein described tract;

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (9) courses:

- 1. South 87 degrees 56 minutes 20 seconds West, a distance of 462.04 feet to an angle point at a southerly corner of the herein described tract;
- 2. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 3. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 4. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 5. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 6. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;
- 7. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 8. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 9. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the POINT OF BEGINNING and containing 432.182 acres (18,825,847 square feet) of land.

2024055724 Page 17 of 39

Exhibit A, Page 5 of 7 Pages

An Exhibit was prepared in conjunction with and accompanies this description.

Anthony R. Peacock, R.P.L.S.

Texas Registration No. 5047



MILLER SURVEY | DCCM

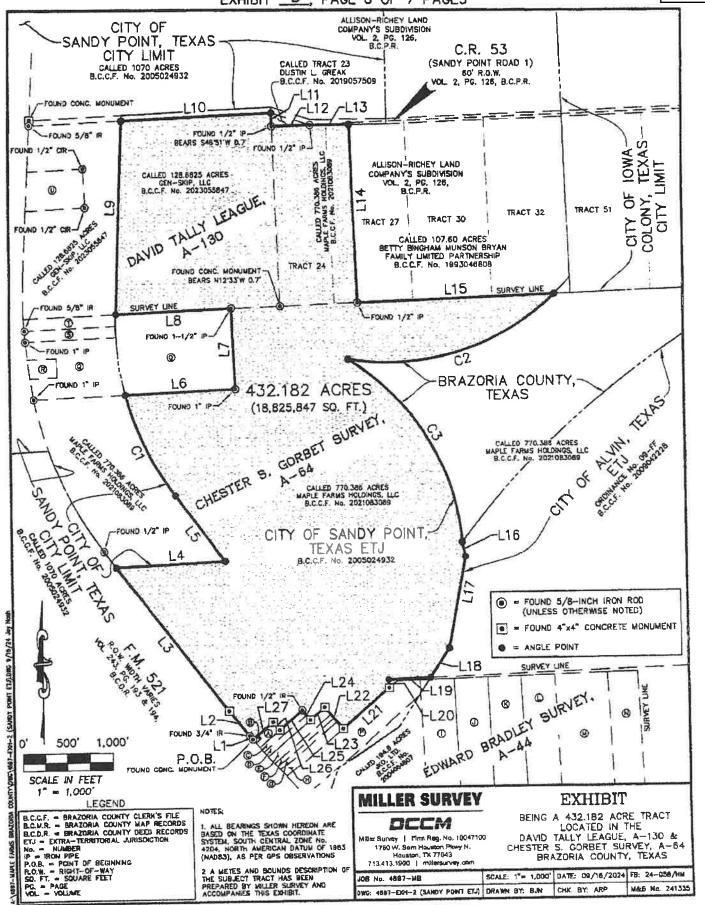
Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241335 Job No. 4697-MB

Dwg: 4697-EXH-2 (Sandy Point ETJ)

Date: September 16, 2024

EXHIBIT _B , 2020557247 PAGES 18 of 39



CALLED C.8874 ACRE
YONATHAN SANCHEZ
AND JEANETTE CARCIA
B.C.C.F. No. 2019004314

CALLED 50 X78' TRACT STELLA SMITH VOL. 570, PG. 471, B.C.O.R.

CALLED 1 ACRE
DIANA BARCENAS
B.C.C.F. No. 2013007115

CALLED T AGRE JOSE LINARES B.C.C.F. No. 2019005781

CALLED 2 ACRES
HORTENSE MITCHELL
B.C.C.F. No. 2012016372

CALLED 1 AGRE ANDRE GREEN B.C.C.F. No. 2010047159

CALLED 1 ACRE
PATRICIA AND STANLEY HARBOR
B.C.C.F. No. 2019039880

CALLED 2 ACRES
HORTENSE MITCHELL
B.C.C.F. No. 2012016372

CALLED 1288 ACRES
FESSHAYE EMBAYE
B.C.C.F. No. 2019043888

CALLED 1277 ACRES
FESSHAYE EMBAYE
AND MESSIN ZAID
BLCCF. No. 2005018168

(R)
CALLED 12.82 ACRES
MEST'N ZAID AND
SELAMAWIT ZAID
8.C.C.F. No. 2014018902

CALLED 1277 ACRES QUADO HOANG B.C.C.F. No. 2005003009

CALLED 18.63 ACRES KENNETH G. HARGEN BLCC,F. No. 2005021775

CALLED 20.05 ACRES
RICHARD AND
CYNTHIA KOVALCHUK
B.C.C.F. No. 200408988

INTENTIONALLY DELETED

(P)
CALLED 11.97 ACRES
BRENDA GOSELLAN
B.C.C.F. NO. 2006020823

CALLED 40.0138 ACRES
TIMOTHY AND RACHELLE BUTLER
9.C.C.F. No. 2019045233

HOPE 821 TRUST B,C.C.F. No. 2020027449

CALLED 2.068 ACRES SERRA MARIA GUADALLIPE B.C.C.F. No. 2023052345

CALLED 6.17 ACRES
RAYHOND SANDOVAL AND WIFE,
MAN SANDOVAL
B.C.C.F. No. 1889041004

CALLED 6.17 ACRES
CITY OF SANDY POINT, TEXAS
B.C.C.F. No. 2015056220

Curve Table					
Curve Length Rodius Delto Chd Direction Chd Len					Chd Length
C1	1,289.33	3,213.81	22'37'46"	N25'30'19"W	1,261.09*
C2	2,507.82	2,640.00	54"25"38"	S72'36'52"W	2,414.59
C3	2,493.61	2,840.00	54'07'07"	S31'00'54"E	2,401.94

Line Table					
Line	Length	Direction			
L1	53.5D'	N40'30'45"W			
12	353.37	N38'45'53"W			
L3	2,044.14	N35'49'12"W			
L4	1,210.04	N87"26"50"E			
L5	907.52	N36'49'12"W			
L5	1,219.28	N87'35'06"E			
L7	907.41	NO2'22'23"W			
L8	1,277.77	587'31'08"W			
L9	2,122.06	N01'54'11"E			
L10	1,863.41	N8776'33'E			
LI1	146.55	S02'23'51"E			
L12	425.54	N88720'09"E			
L13	443.51	N89"25"19"E			
L14	1,962.04	\$02'23'51"E			
L15	2,194.78	NB7'47'09"E			
L16	163.49*	S1175'04"E			
L17	1,050.79	\$10'31'42"W			
L18	391.55	\$33'07'48"Y			
L18	462.04	S87'56'20"V			
L20	94.66	S01'40'53"E			

Line Table				
Line	Length	Direction		
L 2 1	688.51	549'32'19"W		
1_22	313,43	N40'27'41"W		
L23	212.45	S49"32'19"W		
L24	140.00'	N40'27'41"W		
L25	329.75	549'32'19"W		
L25	115.38	N40"27"41"W		
ي	293.00	549'32'19"W		

LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.M.R. = BRAZORIA COUNTY MAP RECORDS
B.C.D.R. - BRAZORIA COUNTY DEED RECORDS
ETJ = EXTRA-TERRITORIAL JURISDICTION
NO. = NUMBER
IP = IRON PIPE
P.O.B. = POINT OF BECRNING
R.O.W. = RIGHT-DF-WAY
PC. = FACE
VOL = VOLUME

NOTES:

). ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4204, NORTH AMERICAN DATUM OF 1983 (MADES), AS PER CPS OBSERVATIONS

2 A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY AND ACCOMPANES THE EXHIBIT

MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100 1260 W. Sam Houeton Pkwy N. Houeton, TX 77043 713,413,1900] milensurvey.com

BEING A 432.182 ACRE TRACT LOCATED IN THE
DAVID TALLY LEAGUE, A-130 &
CHESTER S. GORBET SURVEY, A-64

EXHIBIT

BRAZORIA COUNTY, TEXAS

SCALE: 1"= 1,000" DATE: 08/15/2024 FB: 24-058/HM JOB No. 4597-148 DWG: 4887-EXH-2 (SANDY POINT ETJ) DRAWN BY: BJN CHK. BY: ARP M&B No. 241335

161

25)24(B)57(24 Page 20 of 39

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD
Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor

Robert York-Westbrook

CHIEF APPRAISER
Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Ownership Certificate

Re: 432.182 Acres, Abstracts 130, 64,

& 44

Date: 10/07/2024 Certificate No. 0286

I, the undersigned, hereby certify that I have examined the 2024 appraisal roll of Brazoria County Appraisal District as of October 7, 2024 for the land described in the legal description attached, the described property is listed in the name(s) of:

Owner:	Account Number:	Market Value:	Appraised Value:
GEN-SKIP LLC & GREGORY LLOYD	0130-0010-000*	\$425,159	\$4,238
MILLER, TRUSTEE 521 OPPORTUNITY, LLC MAPLE FARMS HOLDINGS	0130-0038-000 0064-0023-000*	\$148,880 \$1,586, 2 90	\$1,980 \$223,770
LLC MAPLE FARMS HOLDINGS LLC	0044-0020-110	\$44,800	\$6,240

*Partial

Certified this the 7th day of October, 2024

Marcel Pierel III Chief Appraiser

Certificate Cost: \$10.00 Cert 0286

Requested by: Ashley Ramos

Organization: ABHR

2024055724 Page 21 of 39

Exhibit . Page 1 of 7 Pages

County: Project:

Brazoria Maple Farms

M&B No.:

241335

Job Number: 4697-MB

FIELD NOTES FOR A 432.182 ACRE TRACT WITHIN THE CITY OF SANDY POINT, TEXAS ETJ

Being a tract of land containing 432.182 acres (18,825,847 square feet), located in the David Tally League, Abstract Number (No.) 130 and Chester S. Gorbet Survey, Abstract No. 64, in Brazoria County, Texas; Said 432.182 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089 and a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847; said 432.182 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770,386 acre tract and the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

- 1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract:
- 3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a southeasterly corner of the City of Sandy Point, Texas City Limit, being a called 1070 acre tract recorded in B.C.C.F. No. 2005024932 and for a westerly comer of the herein described tract:

THENCE, along a southerly line of said City of Sandy Point, Texas City Limit and through and across said 770.386 acre tract, North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at the southeast corner of said City of Sandy Point, Texas City Limit;

2024055724 Page 22 of 39

Exhibit , Page 2 of 7 Pages

THENCE, along the easterly lines of said City of Sandy Point, Texas City Limit and through and across said 770.386 acre tract, the following two (2) courses:

- 1. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;
- 2. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

- 1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;
- 2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point on an easterly line of said City of Sandy Point, Texas City Limit and being a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract and along an easterly line of said City of Sandy Point, Texas City Limit, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509, being on an easterly line of said City of Sandy Point, Texas City Limit and being a northerly corner of the herein described tract;

2024055724 Page 23 of 39

Exhibit , Page 3 of 7 Pages

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and a northwesterly corner of said 770.386 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23 and being on the line common to the southerly R.O.W. line of said C.R. 53 and said City of Sandy Point, Texas City Limit and being a northerly corner of the herein described tract:

THENCE, through and across said 770.386 acre tract and along the line common to the southerly R.O.W. line of said C.R. 53 and said City of Sandy Point, Texas City Limit, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 770.386 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northeasterly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract and said 107.60 acre tract, the following two (2) courses:

- 1. South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southeast corner of said 770.386 acre tract and the southwest corner of said 107.60 acre tract:
- North 87 degrees 47 minutes 09 seconds East, a distance of 2,194.78 feet to an angle point at the beginning of a curve to the right, being on the easterly line of the City of Sandy Point ETJ, recorded in B.C.C.F. No. 2005024932 and for the most easterly corner of the herein described tract;

THENCE, along the easterly lines of said City of Sandy Point ETJ and through and across said 770,386 acre tract, the following two (2) courses:

- 1. 2,507.82 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 25 minutes 38 seconds, and a chord that bears South 72 degrees 36 minutes 52 seconds West, a distance of 2,414.59 feet to an angle point at the beginning of a curve to the right;
- 2. 2,493.61 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 07 minutes 07 seconds, and a chord that bears South 31 degrees 00 minutes 54 seconds East, a distance of 2,401.94 feet to an angle point at the intersection of said City of Sandy Point ETJ and the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228 and being an easterly corner of the herein described tract;

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Exhibit , Page 4 of 7 Pages

THENCE, along the lines common to said City of Sandy Point ETJ and said City of Alvin, Texas ETJ and through and across said 770.386 acre tract, the following three (3) courses:

- 1. South 11 degrees 15 minutes 04 seconds East, a distance of 163.49 feet to an angle point at an easterly corner of the herein described tract;
- 2. South 10 degrees 31 minutes 42 seconds West, a distance of 1,050.79 feet to an angle point at a southeasterly corner of the herein described tract;
- 3. South 33 degrees 07 minutes 46 seconds West, a distance of 391.55 feet to an angle point on the southerly line of said 770.386 acre tract and being a southeasterly corner of the herein described tract:

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (9) courses:

- 1. South 87 degrees 56 minutes 20 seconds West, a distance of 462.04 feet to an angle point at a southerly corner of the herein described tract;
- 2. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 3. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 4. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 5. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 6. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;
- 7. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 8. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 9. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the POINT OF BEGINNING and containing 432.182 acres (18,825,847 square feet) of land.

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Exhibit_____, Page 5 of 7 Pages

An Exhibit was prepared in conjunction with and accompanies this description.

Anthony R. Peacock, R.P.L.S.

Texas Registration No. 5047



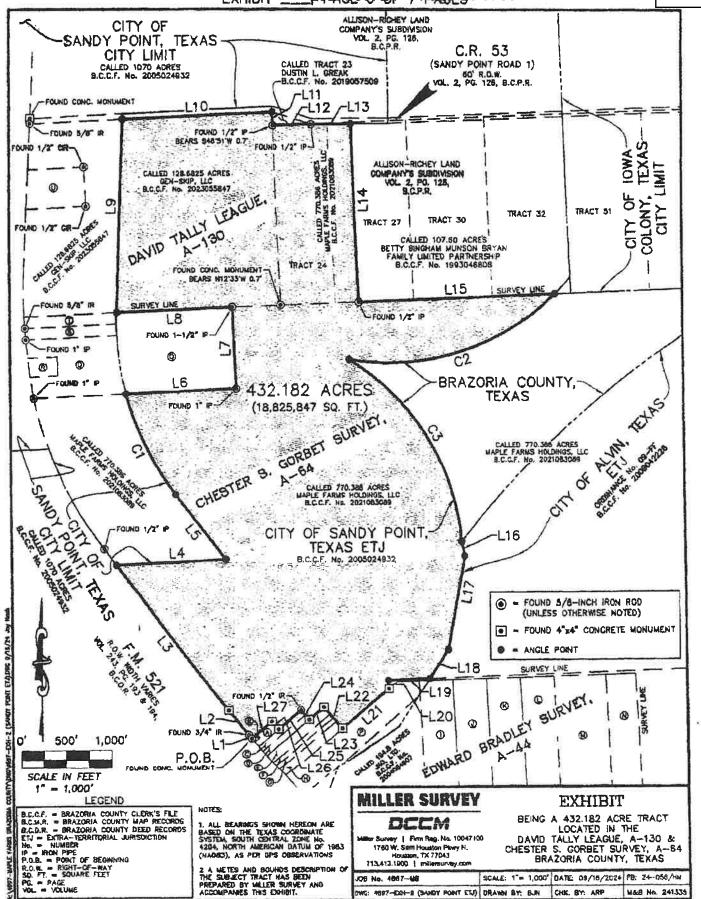
MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241335 Job No. 4697-MB

Dwg: 4697-EXH-2 (Sandy Point ETJ)

Date: September 16, 2024



CALLED 0.8874 ACRE
YONATHAN SANCHEZ
AND JEANETTE GARGIA
B.C.G.F. No. 2019004314

CALLED SOX75' TRACT STELLA SMITH VOL. 570, PO. 471, S.C.D.R.

CALLED 1 ACRE
DIANA BARCENAS
B,C.C.F. No. 2013607115

CALLED T ACRE JOSE LINARES B.C.C.F. No. 2019005781

CALLED 2 ACRES
HORTENSE MITCHELL
B.C.C.F. No. 2012018372

CALLED 1 ACRE ANORE GREEN B.C.C.F. No. 2010047159

CALLED I ACRE
PATRICIA AND STANLEY HARBOR
B.C.C.F. No. 2019039880

CALLED 2 ACRES
MORTENSE MICHELL
B.C.C.F. No. 2012016372

CALLED 12.86 ACRES
FESSHAYE EMBAYE
B.C.C.F. No. 2018043986

CALLED 12.77 ACRES
FESSHAYE EMBAYE
AND MESSHN 2AND
B.C.C.F. No. 2005019189

CALLED 12.82 ACRES
WESFIN ZAID AND
SELAMANIT ZAID
B.C.C.F. No. 2014018902

CALLED 12.77 ACRES
SUADO HOANG
B.C.C.F. No. 2005003009

CALLED 18.63 ACRES
KENNETH G. HARGER
B.C.C.F. No. 2005021773

CALLED 20.05 ACRES
RICHARD AND
CYNTHIA KOVALCHUK
B.C.C.F. No. 2004059696 INTENTIONALLY DELETED

CALLED 11.97 ACRES
BRENDA GOBELLAN
B.C.G.F. NO. 2008023823

CALLED 40,0138 ACRES
TIMOTHY AND RACHELLE BUTLER
B,C,C,F. No. 2015040233

HOPE 521 TRUET B.C.C.F. No. 2020027448

CALLED 2.986 ACRES SIERRA MARIA GUADALUPE B.C.G.F. No. 2023052345

CALLED 2.5579 ACRES
RAYMOND SANDOVAL AND WIFE,
ALMA SANDOVAL
B.C.C.F. No. 1999041004

CALLED 6.17 ACRES
CITY OF SANDY POINT, TEXAS
B.C.C.F. No. 2015050220

Curve Table					
Curve Langth Radius Delta Chd Direction Chd Leng					Chd Length
C1	1,269.33	3,213.81	22'37'46"	N25'30'19"W	1,261.09
C2	2.507.82	2,640.00	54'25'38"	S72'38'52"W	2,414.59
C3	2,493.61	2,540.00	54'07'07"	\$31°00'54"E	2,401.94

	Line Table					
Line	Langih	Direction				
L1	53.50′	N40'30'45"W				
۱.2	353.37	N38'45'53"W				
L3	2,044.14	N36'49'12"W				
L4	1,210,04	N87'26'50"E				
L5	907.52	N38'49'12"W				
L6	1,219 28	NB7'35'06'E				
L7	907.41	N02'22'23"W				
L8	1,277.77	SB731'08"W				
L9	2,122.08	N01'54'11"E				
L10	1,883.41	N8776'33"E				
L11	146.55	502'23'51"E				
L12	425.54	N88'20'09'E				
L13	443,51	N89"25"19"E				
L14	1,952.04	502'23'51"E				
L15	2,194.78	N87"47"09"E				
L16	163.49	\$1175'04"E				
L17	1,050.79	\$10'31'42"W				
L18	391.55	533'07'46"W				
L19	462.D4	587'56'20"W				
L20	94.66	S01'40'53"E				

Line Toble				
Line	Length	Direction		
121	688.51	549'32'19"W		
L22	313.43	N40'27'41"W		
L23	212.45	S49'32'19"W		
124	140.00	N40'27'41"W		
L25	329.75	549'32'19"W		
128	115.3B	N40'27'41"W		
127	283.00'	549'32'19"W		

LEGEND

ELGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.M.R. = BRAZORIA COUNTY MAP RECORDS
B.C.D.R. = BRAZORIA COUNTY MAP RECORDS
ETJ = EXTRA-TERRITORIAL JURISDICTION
NO. = NUMBER
IP = IRON PPE
P.O.B. = POINT OF BEGINNING
R.O.W. = RICHT-OF-WAY
SOL FT. + SQUARE FREY
PC. = PAGE
VOL. = VOLUME

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOLTH CENTRAL ZONE NO. 4204, NORTH AMERICAN DATUM OF 1983 (NADAS), AS PER GPS QUSERVATIONS

2 A WETES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY AND ACCOMPANIES THIS EXHIBIT.

MILLER SURVEY

DCEM

Survey | Firm Reg. No. 10047100 1760 W. Sam Houston Plwy No. Houston, TX 77043 713,413,5908 F. millersurvey.com

EXHIBIT

BEING A 432.182 ACRE TRACT LOCATED IN THE DAVID TALLY LEAGUE, A-130 & CHESTER S. GORBET SURVEY, A-64 BRAZORIA COUNTY, TEXAS

JO2 No. 4697-MB SCALE: 1"- 1.000" DATE: 09/16/2024 FB: 24-068/HM DWG: 4897-EXH-2 (SANDY POINT ETJ) DRAWN SY: 5-IN CHK. BY. ARP

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhreom

Direct Line: (713) 800-8469 Direct Fax: (713) 800-1169

aramos@abhr.com

Ashley Ramos Legal Assistant

October 17, 2024

VIA EMAIL AND FEDERAL EXPRESS

Ms. Catherine Long City Secretary City of Sandy Point P. O. Box 1098 Sandy Point, TX 77583

Re: Petition for Release of an Area from a Municipality's Extraterritorial

Jurisdiction - 432.182 acres

Dear Ms. Long:

Please find enclosed, for consideration by the Mayor and City Council of the City of Sandy Point, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 432.182 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely, Ashly F. Ramos

Ashley Ramos Legal Assistant

Enclosure

1224649

Transaction Record



TRACKING NO .:

779334385820

SHIP DATE:

Oct 17, 2024

ESTIMATED SHIPPING CHARGES:

28.74 USD

From address

Tegulla Shelvin

ALLEN BOONE HUMPHRIES ROBINSON

3200 Southwest Freeway

Suite 2600

77027 TX Houston

US

Phone: 7138606400 tshelvin@abhr.com

To address

Ms. Catherine Long, City Secretary

City of Sandy Point PO Box 1098

77583 TX SANDY POINT

US

Phone: 3464563535

Package information

Pleces

Weight

Dimensions (LxWxH)

Carriage value

Package options

1 x

1.00 lb

n/a

Packaging type:

FedEx Envelope

Service:

FedEx Standard Overnight

Pickup / drop-off type:

I'll drop off my shipment at a FedEx

location

Billing information

Bill transportation cost to:

******857

P.O. No.:

Bill duties, taxes and fees to:

Invoice No.:

Your reference:

MFH000-21

Department No.: 238

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdellvery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of time limits; the limits of the splicable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Dear Customer,

The following is the proof-of-delivery for tracking number: 779334385820

Dailvery Information:

Status:

Delivered

Delivered To:

Residence

Signed for by:

Signature not required

Delivery Location:

Service type:

FedEx Standard Overnight

Special Hendling:

Deliver Weekday; Residential Delivery

SANDY POINT, TX,

Delivery date:

Oct 22, 2024 15:10

Shipping Information:

Tracking number:

779334385820

Ship Date:

Oct 17, 2024

Weight:

0.5 LB/0.23 KG

Recipient:

SANDY POINT, TX, US,

Shipper:

Houston, TX, US,

Reference

MFH000-21

Department Number

238

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

Exhibit B

Description of the Land

[See attached.]

1233883

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Exhibit B . Page 1 of 7 Pages

County: Brazoria
Project: Maple Farms
M&B No.: 241335
Job Number: 4697-MB

FIELD NOTES FOR A 432.182 ACRE TRACT WITHIN THE CITY OF SANDY POINT, TEXAS ETJ

Being a tract of land containing 432.182 acres (18.825,847 square feet), located in the David Tally League, Abstract Number (No.) 130 and Chester S. Gorbet Survey, Abstract No. 64, in Brazoria County, Texas; Said 432.182 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2. Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089 and a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847; said 432.182 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

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THENCE, along the lines common to said 770.386 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

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- 2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;
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THENCE, along a southerly line of said City of Sandy Point, Texas City Limit and through and across said 770,386 acre tract. North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at the southeast corner of said City of Sandy Point, Texas City Limit:

2024055724 Page 33 of 39

Exhibit B , Page 2 of 7 Pages

THENCE, along the easterly lines of said City of Sandy Point. Texas City Limit and through and across said 770,386 acre tract, the following two (2) courses:

- 1. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right:
- 2. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract:

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- 1. North 87 degrees 35 minutes 06 seconds East, a distance of 1.219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract:
- 2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 fect to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

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2024055724 Page 34 of 39

Exhibit B , Page 3 of 7 Pages

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and a northwesterly corner of said 770.386 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

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- South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southeast corner of said 770.386 acre tract and the southwest corner of said 107.60 acre tract;
- 2. North 87 degrees 47 minutes 09 seconds East, a distance of 2,194.78 feet to an angle point at the beginning of a curve to the right, being on the easterly line of the City of Sandy Point ETJ, recorded in B.C.C.F. No. 2005024932 and for the most easterly corner of the herein described tract;

THENCE, along the easterly lines of said City of Sandy Point ETJ and through and across said 770.386 acre tract, the following two (2) courses:

- 1. 2,507.82 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 25 minutes 38 seconds, and a chord that bears South 72 degrees 36 minutes 52 seconds West, a distance of 2,414.59 feet to an angle point at the beginning of a curve to the right:
- 2. 2,493.61 feet along the arc of said curve to the right, having a radius of 2,640.00 feet, a central angle of 54 degrees 07 minutes 07 seconds, and a chord that bears South 31 degrees 00 minutes 54 seconds East, a distance of 2,401.94 feet to an angle point at the intersection of said City of Sandy Point ETJ and the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228 and being an easterly corner of the herein described tract;

2024055724 Page 35 of 39

Exhibit **B**, Page 4 of 7 Pages

THENCE, along the lines common to said City of Sandy Point ETJ and said City of Alvin, Texas ETJ and through and across said 770.386 acre tract, the following three (3) courses:

- 1. South 11 degrees 15 minutes 04 seconds East, a distance of 163.49 feet to an angle point at an easterly corner of the herein described tract:
- 2. South 10 degrees 31 minutes 42 seconds West, a distance of 1.050.79 feet to an angle point at a southeasterly corner of the herein described tract;
- 3. South 33 degrees 07 minutes 46 seconds West, a distance of 391.55 feet to an angle point on the southerly line of said 770.386 acre tract and being a southeasterly corner of the herein described tract:

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (9) courses:

- 1. South 87 degrees 56 minutes 20 seconds West, a distance of 462.04 feet to an angle point at a southerly corner of the herein described tract:
- 2. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract:
- 3. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 4. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 5. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract:
- 6. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;
- 7. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 8. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the POINT OF BEGINNING and containing 432.182 acres (18,825,847 square feet) of land.

2024055724 Page 36 of 39

Exhibit B , Page 5 of 7 Pages

An Exhibit was prepared in conjunction with and accompanies this description.

Authory R. Peacock, R.P.L.S.

Texas Registration No. 5047



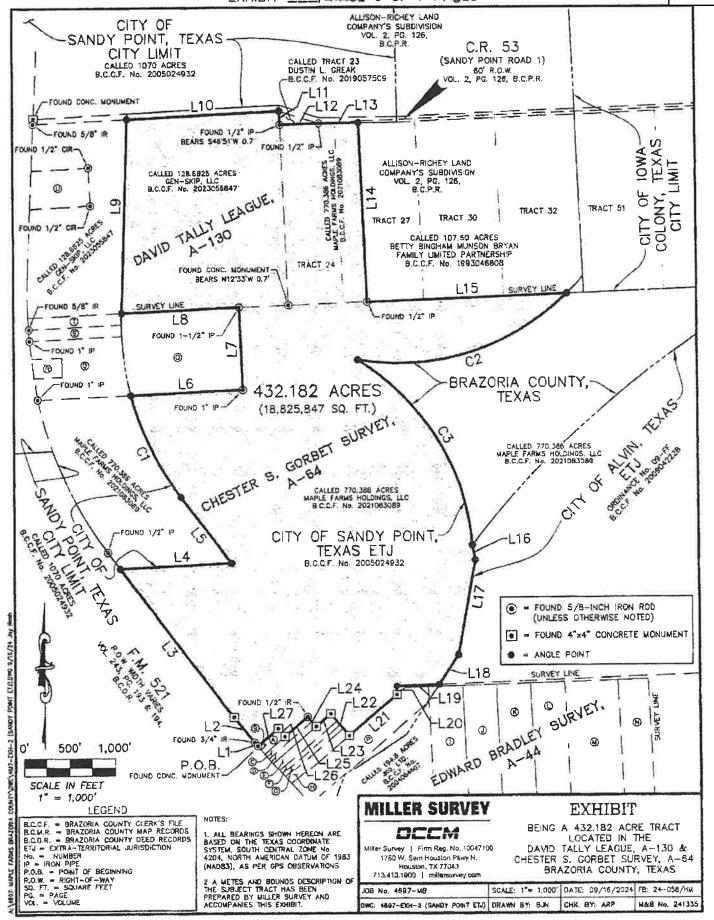
MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241335 Job No. 4697-MB

Dwg: 4697-EXH-2 (Sandy Point ETJ)

Date: September 16, 2024



(B)
CALLED 50'X75' TRACT
STELLA SMITH
VOL 570, PG 471, B.C.D.R.

CALLED 1 ACRE
DIANA BARCEHAS
B.C.C.F. No. 2013007115

CALLED 1 ACRE
LOSE LINARES
B.C.C.F. No. 2018005781

CALLED 2 ACRES
HORTENSE MITCHELL
B.C.C.F. No. 2012018372

CALLED 1 ACRE
ANDRE CREEN
B.C.C.F. No. 2010047158

CALLED I ACRE
PATRICIA AND STANLEY HARBOR
B.C.C.F. No. 2019039660

CALLED 2 ACRES
HORTENSE MITCHELL
B.C.C.F. No. 2012016372

CALLED 12.86 ACRES FESSHAYE EMBAYE B.C.C.F. No. 2019043886

CALLED 1277 ACRES
FESSHAYE EMBAYE
AND MESSIN ZAID
B.C.C.F. No. 2005019189

(A)
CALLED 12.92 ACRES
MESFIN ZAID AND
SELAMANIT ZAID
B.C.C.F. No. 2014016802

CALLED 12.77 ACRES
QUAGO HDANG
B.C.C.F. No. 2005003009

CALLED 18.63 ACRES KENNETH G. HARGER B.C.C.F. No. 2005021779

CALLED 20,05 ACRES
RICHARD AND
CYNTHIA KOVALCHUK
R.C.C.F. No. 2004089898

INTENTIONALLY DELETED

CALLED 11.87 ACRES BRENDA GOBELLAN B.C.C.F. NO. 2008029823

CALLED 40.0135 ACRES
THADTHY AND RACHELLE BUTLER
B.G.C.F. No. 2015045233

(R) HOPE SZT TRUST B.C.C.F. No. 2020027449

CALLED 2.886 ACRES SERRA MARIA OUADALUPE B.C.C.F. No. 2023052345

CALLED 7.5575 AGRES
RAYMOND SANDOVAL AND WIFE,
ALMA SANDOVAL
B.C.C.F. No. 1989041004

CALLED 6.17 ACRES
CITY OF SANDY POINT, TEXAS
B.C.C.F. No. 2015058220

Curve Toble					
Curve	Length	Rodlus	Delta	Chd Direction	Chd Length
C1	1,269.33	3,213.81	22'37'46"	N25'30'19"W	1,261.09
C2	2,507.82	2.640.00'	54'25'38"	S72*38'52"W	2,414.59'
C3	2,493.61	2,640.00	54'07'07"	S31'00'54"E	2,401.94

	Line Table					
Line	Length	Direction				
L1	53.50'	N40'30'45"W				
L2	353 .37'	N38'45'53"W				
IJ	2,044.14	N36'49'12"W				
L4	1,210.04	N87'26'50"E				
L5	907.52	N38'49'12"W				
L6	1,219.28	N87'35'06"E				
L7	907.41	N02'22'23"W				
L8	1,277 77'	S87'31'08"W				
L9	2,122.06	N01'54'11"E				
L10	1,883.41	N8776'33"E				
L11	146.65	S02'23'51"E				
L12	426.54	N88"20"09"E				
L13	443,51	N89'25'19"E				
L14	1,962.04	\$02'23'51"E				
L15	2,194.78	NB7'47'09"E				
L16	163.49	\$1175'04"E				
L17	1,050.79	S10'31'42"W				
L18	391.55	533'07'46"W				
L19	452.04	587:56'20"W				
L20	94.66	S01'40'53'E				

	Line Toble					
Line	Length	Direction				
L21	688.51	549'32'19"W				
L22	313.43	N40'27'41"W				
L23	212.45	\$49'32'19"W				
L24	140.00'	N40'27'41"W				
L25	329.75	S49'32'19"W				
L26	115.38	N40'27'41"W				
L27	293.00'	S49'32'19"W				

LEGEND

B.C.G.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.M.R. = BRAZORIA COUNTY MAP RECORDS
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
ETJ = EXTIRA-TERRITORIAL JURISDICTION
NO. = NUMBER
IP = IRON PIPE
P.O.B. = POINT OF BEGINNING
R.O.M. = RICHT-OF-WAY
SQ. FT. = SQUARE FEET
FC. = PAGE
VOL = VOLUME

BRAZONIA EXMITYDINS/407-EXH-2 (SAUDY POINT ETJ) DING 9/16/24 July

NOTES:

1. ALL BEARINGS SHOWN HEREDN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4204, NORTH AMERICAN DATUM OF 1983 (NADBJ), AS PER GPS OBSERVATIONS

2 A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY AND ACCOMPANIES THIS EXHIBIT.

MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No.:10047100 1760 W. Sam Houston Play N. Houston, TX 77043 713.413.1900 | millersurvey.com

EXHIBIT

BEING A 432.182 ACRE TRACT LOCATED IN THE
DAVID TALLY LEAGUE, A-130 &
CHESTER S. GORBET SURVEY, A-64 BRAZORIA COUNTY, TEXAS

SCALE: 1"- 1,000" DATE: 09/16/2024 FB: 24-058/HN JOB No. 4697-MB WG 4897-EXH-2 (SANDY POINT ETJ) ORAWN BY: BJN CHK. BY: ARP M&B No. 241335

FILED and RECORDED

Instrument Number: 2024055724

Filing and Recording Date: 12/23/2024 01:06:13 PM Pages: 39 Recording Fee: \$173.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



C) agenthedum

Joyce Hudman, County Clerk Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali

<u>PETITION FOR ANNEXATION</u> INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

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TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned, 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns; 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, or its successor or assigns; GREGORY LLOYD MILLER, Trustee of the Gregory Lloyd Miller Trust, or its successor or assigns; and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns (each, a "Petitioner" and, collectively, the "Petitioners"), 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 806.02 acres currently located outside the corporate limits or extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) of any municipality.
- 2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
- 3. The Petitioners have submitted to the City a separate Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction (the "ETJ Petition") requesting that the City expand and extend its extraterritorial jurisdiction to include all of the Land.
- 4. Upon the City acting on the ETJ Petition and expanding its extraterritorial jurisdiction to include all of the Land, the Petitioners hereby request that the City extend its present corporate limits so as to annex and include the Land.
- 5. The Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that owns the Land or has an ownership interest in any part of the Land. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have entered into a development agreement with the City.

- 6. This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioner's successors and assigns.
- 7. This Petition is irrevocable while the Development Agreement between the City of Iowa Colony and Petitioners is in effect as to the Land.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on this 26 day of March 2025.

521 UM HOLDING 770 ACRES, LP, a Texas limited partnership

By: 521 Holding Tx, LLC, a Texas limited liability company, its General Partner

Que Man

Title: ________

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March Z6, 2025, by Mri Man, Manager of 521 Holding Tx, LLC, a Texas limited liability company, General Partner of 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

ASHLEY ELIZABETH RAMOS Notary Public, State of Texas Comm. Expires 07-29-2025 Notary ID 129503900

Notary Public, Sate of Texas

(NOTARY SEAL)

521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land

Investments, LLC,

its Manager

By:

Mark Terpstra, Manager

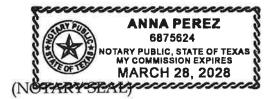
THE STATE OF TEXAS

§ §

COUNTY OF HARRIS

§

This instrument was acknowledged before me on ________, 2025, by Mark Terpstra, as Manager of Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, Manager of 521 OPPORTUNITY, LLC, a Texas limited liability company, on behalf of said limited liability companies.



Notary Public, State of Texas

GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5, 2005

By: Gregory Lloyd Miller, Trustee

THE STATE OF TEXAS

§

COUNTY OF Harris

§ §

This instrument was acknowledged before me on March 26 2025, by GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated

January 5, 2005

ELIUD MI
Notary ID #1

ELIUD MUNOZ Notary ID #133872255 My Commission Expires July 22, 2026

Notary Public, State of Texas

(NOTARY SEAL)

GEN-SKIP LLC, a Louisiana limited liability company

Michael F. Mire, Owner

THE STATE OF LOUISIANA

§ §

COUNTY OF Tefferson

s

This instrument was acknowledged before me on Mris 12, 2025, by Michael F. Mire, as Owner of GEN-SKIP LLC, a Louisiana limited liability company, on behalf of said limited liability company.

Notary Public, State of Louisiana

(NOTARY SEAL)



EXHIBIT A

The Land

Exhibit A, Page 1 of 5 Pages

County:

Brazoria

Project:

BCMUD 90 (Maple Farms)

M&B No.:

241424

Job Number: 4697-MUD (067158 Ph. 2)

FIELD NOTES FOR A 806.02 ACRE TRACT BRAZORIA COUNTY MUD No. 90

Being a tract of land containing 806.02 acres (35,110,248 square feet), located in the David Tally League, Abstract Number (No.) 130, Chester S. Gorbet Survey, Abstract No. 64 and Edward Bradley Survey, Abstract No. 44 in Brazoria County, Texas; Said 806.02 acre tract being a portion of the Allison-Richey Land Company's Subdivision, a subdivision of record under Volume (Vol.) 2, Page (Pg.) 126, Brazoria County Plat Records (B.C.P.R.), a portion of a called 770.386 acre tract save and except Tracts 1, 2A, 2B and 3 totaling 63.889 acres leaving a net of 706.497 acres, recorded in the name of 521 UM Holding 770 Acres, LP, in Brazoria County Clerk's File (B.C.C.F.) No. 2024043624, a portion of a called 128.6825 acre tract recorded in the name of Gen-Skip, LLC in B.C.C.F. No. 2023055847, a portion of a called 37.695 acre tract (Tract 1) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646 and being all of a called 6.198 acres (Tract 3) recorded in the name of James C. Harrison, Trustee in B.C.C.F. No. 2024023646; said 806.02 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 4"x4" concrete monument found at the most westerly corner of a called 50'x75' Tract recorded in the name of Stella Smith in Vol. 570, Pg. 471, Brazoria County Deed Records (B.C.D.R.), being on the westerly Right-of-Way (R.O.W.) line of F.M. 521 (width varies per Vol. 243, Pg. 193 & 194, B.C.D.R.) and marking the most southerly corner of said 770.386 acre tract and the herein described tract;

THENCE, along the lines common to said 770.386 acre tract, said 6.198 acre tract and the westerly R.O.W. of said F.M. 521, the following three (3) courses:

- 1. North 40 degrees 30 minutes 45 seconds West, a distance of 53.50 feet to a 3/4-inch iron rod found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 2. North 38 degrees 45 minutes 53 seconds West, a distance of 353.37 feet to a 4"x4" concrete monument found at a westerly corner of said 770.386 acre tract and the herein described tract;
- 3. North 36 degrees 49 minutes 12 seconds West, a distance of 2,044.14 feet to an angle point at a westerly corner of the herein described tract;

Exhibit_A___, Page 2 of 5 Pages

THENCE, through and across said 770.386 acre tract, the following three (3) courses:

- 1. North 87 degrees 26 minutes 50 seconds East, a distance of 1,210.04 feet to an angle point at a westerly corner of the herein described tract;
- 2. North 36 degrees 49 minutes 12 seconds West, a distance of 907.52 feet to an angle point at the beginning of a curve to the right;
- 3. 1,269.33 feet along the arc of said curve to the right, having a radius of 3,213.81 feet, a central angle of 22 degrees 37 minutes 46 seconds, and a chord that bears North 25 degrees 30 minutes 19 seconds West, a distance of 1,261.09 feet to an angle point on the line common to said 770.386 acre tract and a called 40.0138 acre tract recorded in the name of Timothy and Rachelle Butler in B.C.C.F. No. 2015045233 and being a westerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 40.0138 acre tract, the following two (2) courses:

- 1. North 87 degrees 35 minutes 06 seconds East, a distance of 1,219.28 feet to a 1-inch iron pipe found at the southeast corner of said 40.0138 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;
- 2. North 02 degrees 22 minutes 23 seconds West, a distance of 907.41 feet to a 1-1/2-inch iron pipe found at the northeast corner of said 40.0138 acre tract, being on the southerly line of said 128.6825 acre tract and marking a westerly interior corner of said 770.386 acre tract and the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and said 40.0138 acre tract, South 87 degrees 31 minutes 08 seconds West, a distance of 1,277.77 feet to an angle point at a westerly corner of the herein described tract;

THENCE, through and across said 128.6825 acre tract, North 01 degrees 54 minutes 11 seconds East, a distance of 2,122.06 feet to an angle point on a line common to said 128.6825 acre tract and the southerly R.O.W. line of C.R. 53 also known as Sandy Point Road 1 (60-feet wide as per Vol. 2, Pg. 126, B.C.P.R.) and being the northwest corner of the herein described tract;

THENCE, along the line common to said 128.6825 acre tract and the southerly R.O.W. line of said C.R. 53, North 87 degrees 16 minutes 33 seconds East, a distance of 1,663.41 feet to an angle point at the northeast corner of said 128.6825 acre tract, for the most northerly corner of called Tract 23 recorded in the name of Dustin L. Greak in B.C.C.F. No. 2019057509 and being a northerly corner of the herein described tract;

Exhibit A , Page 3 of 5 Pages

THENCE, along the line common to said 128.6825 acre tract and said Tract 23, South 02 degrees 23 minutes 51 seconds East, a distance of 146.65 feet to an angle point at the southwest corner of said Tract 23 and the northwest corner of said 37.695 acre tract, from which a 1/2-inch iron pipe found bears South 46 degrees 51 minutes West, a distance of 0.70 feet;

THENCE, along the line common to said 770.386 acre tract and said Tract 23, North 88 degrees 20 minutes 09 seconds East, a distance of 426.54 feet to a 1/2-inch iron pipe found at an easterly corner of said Tract 23, being on the line common to said 37.695 acre tract and the southerly R.O.W. line of said C.R. 53 and for a northerly corner of the herein described tract;

THENCE, along the southerly R.O.W. line of said C.R. 53 and through and across said 37.695 acre tract, North 89 degrees 25 minutes 19 seconds East, a distance of 443.51 feet to an angle point on the line common to said 37.695 acre tract and a called 107.60 acre tract recorded in the name of Betty Bingham Munson Bryan Family Limited Partnership in B.C.C.F. No. 1993046808 and being a northerly corner of the herein described tract;

THENCE, along the line common to said 37.695 acre tract and said 107.60 acre tract, South 02 degrees 23 minutes 51 seconds East, a distance of 1,962.04 feet to a 1/2-inch iron pipe found at the southwest corner of said 107.60 acre tract and a northerly corner of the herein described tract;

THENCE, along the line common to said 770.386 acre tract, said 107.60 acre tract and a called 945.8984 acre tract recorded in the name of Sandy Point Owner LP in B.C.C.F. No. 2023012556, North 87 degrees 47 minutes 09 seconds East, a distance of 4,469.31 feet to an angle point at the northwest corner of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the northeast corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

- 1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,879.57 feet to an angle point at an easterly interior corner of the herein described tract;
- 2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
- 3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938 and marking an easterly corner of said 770.386 acre tract and the herein described tract;

Exhibit A , Page 4 of 5 Pages

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to a 2-inch iron pipe found at a northwesterly corner of said 93.36 acre tract, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,829.80 feet to an angle point at a southerly corner of the herein described tract;

THENCE, along the southerly lines of said 770.386 acre tract, the following nine (8) courses:

- 1. South 01 degrees 40 minutes 53 seconds East, a distance of 94.66 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 2. South 49 degrees 32 minutes 19 seconds West, a distance of 688.51 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 3. North 40 degrees 27 minutes 41 seconds West, a distance of 313.43 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 4. South 49 degrees 32 minutes 19 seconds West, a distance of 212.45 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 5. North 40 degrees 27 minutes 41 seconds West, a distance of 140.00 feet to a 1/2-inch iron rod found at a southerly corner of the herein described tract;
- 6. South 49 degrees 32 minutes 19 seconds West, a distance of 329.75 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 7. North 40 degrees 27 minutes 41 seconds West, a distance of 115.38 feet to a 4"x4" concrete monument found at a southerly corner of the herein described tract;
- 8. South 49 degrees 32 minutes 19 seconds West, a distance of 293.00 feet to the **POINT OF BEGINNING** and containing 806.02 acres (35,110,248 square feet) of land.

A District Boundary Map was prepared in conjunction with and accompanies this description.

Exhibit A , Page 5 of 5 Pages

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Anthony R. Peacock, R.P.L.S. Texas Registration No. 5047



MILLER SURVEY | DCCM

Firm Registration No. 10047100

PH: (713) 413-1900 M&B No. 241424

Job No. 4697-MUD (067158 Ph. 2)

Dwg: 4697-MUD.dwg Date: November 19, 2024

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL.

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL. (this "Agreement") is made effective October 8, 2024 (the "Effective Date") by and between Maple Farms Holdings, LLC, a Texas limited liability company ("Assignor"), and 521 UM Holding 770 Acres, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Development Agreement by and Among the City of Iowa Colony, Texas, and Maple Farms Holdings, LLC ET AL. (the "Development Agreement") dated effective August 12, 2024 and attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor has sold all or substantially all of the portion of the Tract (as such term is defined in the Development Agreement) that it owns to Assignee; and

WHEREAS, Assignee has no intention to develop the portion of the Tract owned by Assignee as specifically described in Section 6.03 of the Development Agreement and is not considered to be a "Successor Developer" as such term is defined in Section 6.03 of the Development Agreement; and

WHEREAS, pursuant to the terms and conditions of that certain Development Services Agreement entered into effective as of October 8, 2024, Assignor (or its affiliate) has agreed to develop the portion of the Tract owned by Assignee on behalf of Assignee as a fee developer; and

WHEREAS, Assignor desires to assign its interest in and to the Development Agreement effective as of the Effective Date to the Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Development Agreement effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee do hereby agree as follows:

- 1. <u>Recitals</u>. The above Recitals are hereby incorporated herein by reference.
- 2. <u>Assignment</u>. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the

terms described herein, its interest in the Development Agreement effective as of the Effective Date.

- 3. <u>Assumption</u>. Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Development Agreement as if an original signatory thereto.
- 4. <u>City of Iowa Colony Notice Required</u>. Pursuant to Section 6.03 of the Development Agreement, Assignee does not intend to develop the portion of the Tract that it owns and is therefore not considered to be a "Successor Developer" as such term is defined in the Development Agreement. Upon the execution of this Agreement, Assignee shall provide written notice to the City of Iowa Colony, Texas of this Agreement as required under Section 6.03 of the Development Agreement.
- 5. <u>Further Assurances</u>. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Development Agreement as contemplated hereunder.
- 6. <u>Governing Law</u>. This Agreement shall be governed by, and construed m accordance with, the laws of the State of Texas.
- 7. <u>Binding Effect</u>. This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.
- 8. <u>Notice</u>. Any notice required or permitted by the Development Agreement shall be given to Assignee at the address listed on the signature page below.
- 9. <u>Multiple Counterparts</u>. This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

This Agreement is executed by the undersigned to be effective as of date first written above.

[EXECUTION PAGES FOLLOW]

ASSIGNOR:

MAPLE FARMS HOLDINGS, LLC, a Texas limited liability company

Itiel Kaplan

By: Name:

Title:

-3-

ASSIGNEE:

521 UM HOLDING 770 ACRES, LP a Texas limited partnership

By: 521 Holding TX, LLC a Texas limited liability company

Uri Man, Manager

By: Dry Ouyliton
Greg Singleton, Manager

By: Melanie Ohl, Manager

Address: 2450 Fondren Rd.

SuiteZIO

Houston, TX 77063

EXHIBIT "A" DEVELOPMENT AGREEMENT

[Attached]

THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL.

This Development Agreement (the "Agreement") is entered into effective August 12, 2024, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City"); MAPLE FARMS HOLDINGS, LLC, a Texas limited liability company, or its successor or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successor or assigns ("Gregory Lloyd Miller Trust"); and GENSKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers").

RECITALS

Developers collectively own approximately 807.8 acres of land that is within: (i) the extraterritorial jurisdiction of the City of Alvin, Texas ("Alvin"); (ii) the extraterritorial jurisdiction of the City of Sandy Point, Texas ("Sandy Point"); and (iii) unincorporated Brazoria County, Texas, which acreage is more particularly shown in **Exhibit A** (the "Tract"). The City and Developers wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 90 (the "District") will be created to encompass the Tract. The Developers intend to develop the Tract for single-family residential and commercial uses. The development will occur in phases, and the Developers anticipate that each phase will be platted separately.

The City and the Developers 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 Developers 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 Developers agree as follows:

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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. 90 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. 90, a municipal utility district intended to be duly created by special 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.

ETI 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.

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Utility Agreement means the Utility Functions Agreement between the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller, Trustee of the Gregory Lloyd Miller Trust, and Gen-Skip LLC on behalf of Brazoria County Municipal Utility District No. 90 dated August 12, 2024.

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:

<u>Exhibit A</u>	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 predominantly single-family community with some commercial uses. The land uses within the Tract shall be typical of a single-family development with single-family residential, educational, commercial, institutional, and/or recreational facilities.

Section 2.02. Plans and Approvals. In accordance with the Consent Ordinance, the Developers agree 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 is a large tract comprising approximately 807.8 acres intended to be subdivided as additional units in the same subdivision, the Developers have 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 Developers 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 Developers are 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. Reserved.

Section 2.06. Costs. Developers agree 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 as the costs of the City's outside legal counsel, engineer and other consultants. Developers agree 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 Developers with appropriate documentation of such expenses and the remaining balance of the Developers' deposit. As such deposit is depleted, the City will request additional funds, which Developers agree 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. Developers further agree 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 2.07. Termination. The obligations of the Developers and the City to perform under this Agreement are expressly contingent upon Developers causing the Tract to be removed from the extraterritorial jurisdiction(s) of both Sandy Point and Alvin ("Removal"). Within thirty (30) days of Removal, Developers shall provide written notice to the City of such event. Should Removal not occur on or before January 31, 2025, this Agreement shall automatically terminate, and shall be declared null and void.

ARTICLE III. DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01. Regulatory Standards and Development Quality. Developers agree 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 Developers shall provide streets, drainage, utilities, parks, recreational

facilities and roads in accordance with the City-approved Plan of Development at Developers' sole cost; provided, however, the Developers may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developers 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 the Developers award a construction contract for such improvements, and the Developers shall not proceed without City approval thereof. Developers shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. 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) Developers agree that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developers are responsible for the design and construction of the 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), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. After the District has substantially completed construction, as deemed by the City Engineer, any of its water, sewer and drainage facilities (other than storm water detention facilities), the City may, upon written notice to the District, require that the District 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; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than storm water detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District 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. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District. To the extent of any

conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

(b) Each 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 Developers 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 Developers agree 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 Developers 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 Developers 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.

Section 3.05. Annual Reports. The Developers will provide annual reports to the City regarding construction of improvements by the Developers 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 Developers 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 Developers agree 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 Developers 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 Developers or the District if requested to do so.

Section 4.02. Annexation of the Tract.

- a. <u>De-Annexation Efforts</u>. The parties agree to fully cooperate and use reasonable efforts, pursuant to Local Government Code Chapter 42, Subchapter (D), to effectuate the de-annexation of the Tract from any portion of Alvin's and Sandy Point's extraterritorial jurisdiction.
- b. <u>Annexation into City Limits</u>. Within 30 days of the Tract's Removal, the Developers 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

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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. Developers shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developers agree 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 Developers 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, Developers 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 Developers follow 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 a 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 a Developer shall be deemed to have occurred in any of the following instances:
- A 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 a

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 a 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 a 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 Developers in writing of an alleged failure by a 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) A 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 a 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) A 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 a 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 a 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 a Developer may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

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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 a 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 a 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 Developers, 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 Developers. Upon the expiration of forty (40) years from the date of this Agreement, this Agreement may be extended, at the Developers' 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

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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

Maple Farms: Maple Farms Holdings LLC

1333 West Loop South, Suite 910

Houston, Texas 77027 Attn: Mr. Itiel Kaplan

itiel@mapledevelopmentgroup.com

521 Opportunity: 521 Opportunity LLC

24000 Aj Foyt Road

Hockley, Texas 77447 Attn: Mr. Mark Terpstra

Mark@Texaslandinvestments.net

Gregory Lloyd Miller Trust: Gregory Lloyd Miller Trust

3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

Gen-Skip: Gen-Skip LLC

3 Wexford Court

Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

District: Brazoria County Municipal Utility District No.

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c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027 Attn: Mr. Robert A. Seale

rseale@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 Developers are 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

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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 Developers reject that offer. The Developers 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 Developers 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 Developers' consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code.
- f. This Agreement, if accepted by the Developers, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

Section 7.04. Statutory Verifications. The Developers make the following verifications in this section:

- a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, each 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, each 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. <u>Chapter 2252, Texas Government Code</u>. Each 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. Each 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 Developers 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

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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, Developers 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. Each 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. Developers 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 $12^{\rm th}$ day of August, 2024.

CITY OF IOWA COLONY, TEXAS

APPROVED: _____

ATTEST:

Item 11.

MAPLE FARMS HOLDINGS, LLC,

a Texas limited liability company

Name: Itiel Karpia

Title: Munuger

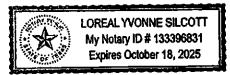
THE STATE OF TEXAS

§ §

COUNTY OF Harris

§

This instrument was acknowledged before me on the 29th day of Avyst 2024, by Hill Kaplan , Manager of Maple Farms Holdings, LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,

a Texas limited liability company

Bv:

Name:

Mark Terp

Title:

THE STATE OF TEXAS

§ §

COUNTY OF Harris

§

This instrument was acknowledged before me on the 4th day of Left.

2024, by Mark Terpstra, Managel of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.



(NOTARY SEAL)

Notary Public, State of Texas

Item 11.

GREGORY LLOYD MILLER TRUST

By: <u>Aregery Miller</u>

Name: Gregory Miller

Title: Trustee____

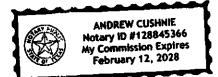
THE STATE OF TEXAS

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COUNTY OF HAPPIS

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This instrument was acknowledged before me on the 29 day of August 2024, by Gregory Miller, Trustee of Gregory Lloyd Miller Trust, on behalf of said trust.



Notary Public, State of Texas

GEN-SKIP LLC,

a Louisiana limited liability company

mile

Name: Michael M

THE STATE OF LOUISIANA

§ §

PARISH OF Orleans

This instrument was acknowledged before me on the 25 Pday of 1000 pd., 2024, by Michael Mise President ~ Cop of Gen-Skip LLC, a Louisiana limited liability company on behalf of said limited liability company.

(NOTARY SEAL)

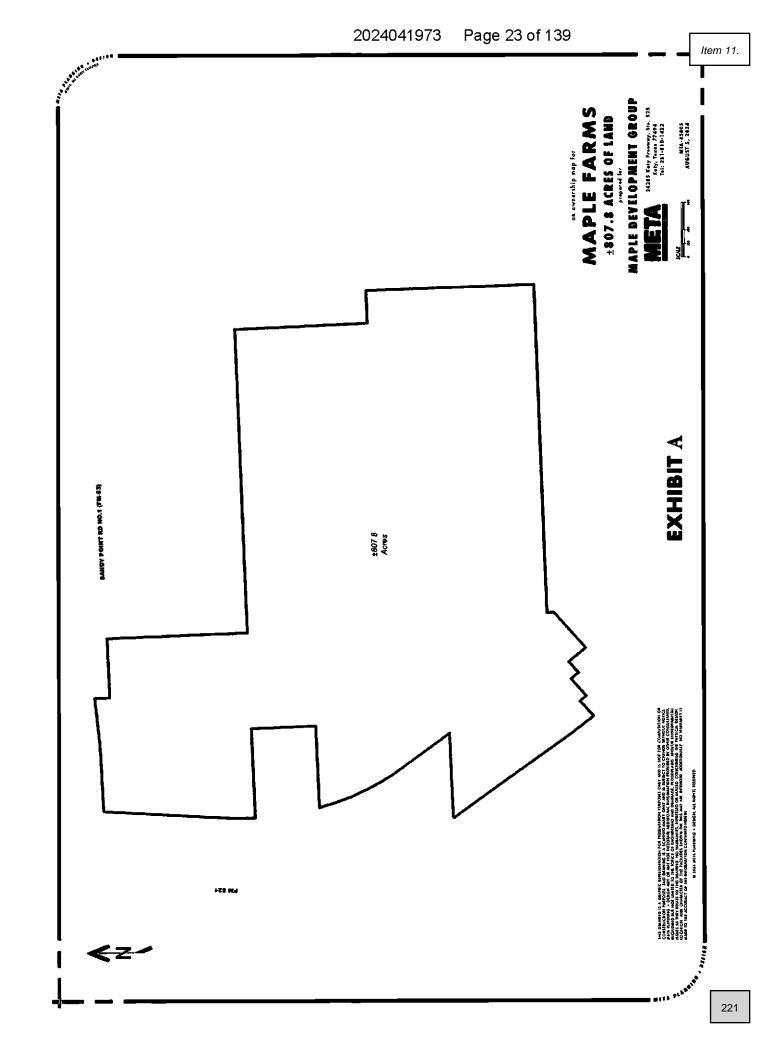
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Item 11.

Exhibit A

The Tract



Item 11.

Exhibit B Plan of Development

Exhibit B - Plan of Development

Maple Farms Plan of Development

Submitted to:

The City of Iowa Colony

July 2024

Prepared for:

Maple Development Group

Prepared by:



The City of Iowa Colony

Plan of Development

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Plan of Development I. INTRODUCTION

A. Summary

The Planned Unit Development District establishes comprehensive guidance and regulations for the Maple Farms project (the "Project"). The Project is comprised of approximately 900 acres of privately owned land that is partially within unincorporated Brazoria County and the extraterritorial jurisdictions (ETJ) of the City of Sandy Point and the City of Alvin, and is directly adjacent to the corporate limits of the City of Iowa Colony, with the intent of annexation into the City of Iowa Colony (the "City").

The intent of this document is to provide a means by which development may occur in an orderly and responsible manner by establishing guidelines that ensure quality development and specifically address the goals of both the city and the developer.

B. Purpose of the Project

The Project will create a cohesive community atmosphere that will compliment and bring to life the City of Iowa Colony's vision for the future of Iowa Colony. In planning this development, the developer reached out to the City for its goals for Iowa Colony and regionalization. The guidelines within this document will create regulations that will ensure the quality and character desired by both the City and the developer.

C. Project Location

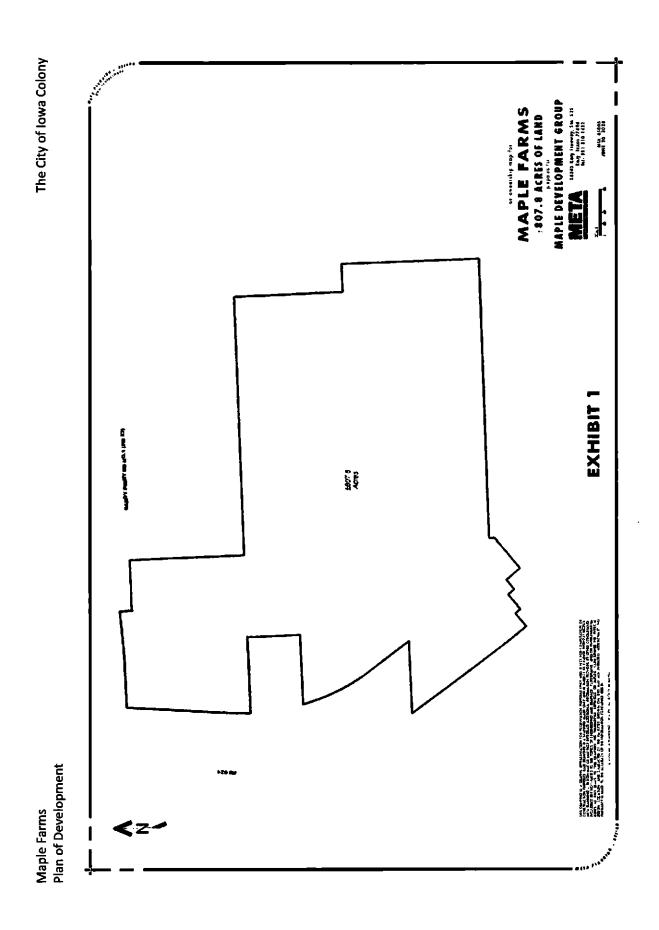
The Project Property is located generally west of State Highway 288 and in Brazoria County, south of the metro Houston area, between FM 53 on the north and FM 521 on the west. The Grand Parkway (TX-99) is proposed to bisect the Property at the northeast corner. Future CR 55 will extend from north to south through the Project.

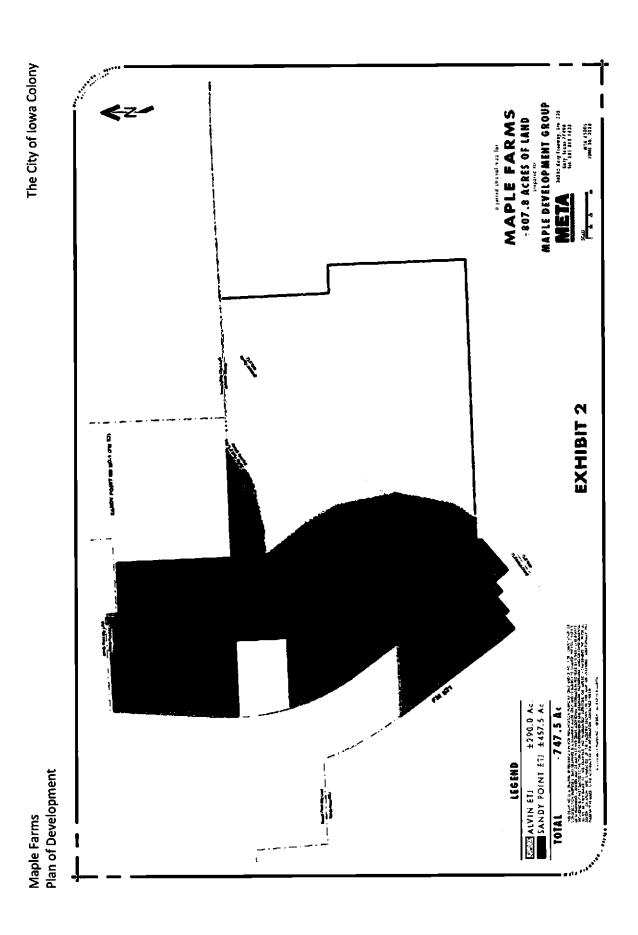
D. Surrounding Land Use

The majority of properties surrounding the Project Property are undeveloped with some existing large lot single family development in nearby areas.

F. Existing Site Conditions

The existing character of the property is primarily agricultural land and open pastureland. A significant amount of the tract will be retained for open space, drainage, and mitigation areas as the Project is developed.





The City of Iowa Colony

Plan of Development II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations within the plan area and guide the implementation of the vision for the community. It will also establish a framework for the Project by identifying the type, general location, and projected density of the various land uses proposed within the development.

This document describes the goals, objectives, and policies of the Plan of Development, and it clearly illustrates the design principles of the community.

B. Goals & Objectives

The main goal of the Planned Unit Development District is to create a master planned community that features a mixture of uses and a variety of housing types that will encourage attractive and sustainable neighborhoods and attract investment to the area while preserving the existing natural environment.

Key objectives have been established in order to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character

A strong community character will be created by the extensive open space system which will offer neighborhood connectivity within the community as well as access to daily activities, thus reducing dependency on vehicular travel and preserving the rural character of the area.

Strategically located public gathering areas will encourage community activities and enhance the City Council's vision for lowa Colony's quality of life. A focus on the concept of wellness will be a guiding principle for development.

In addition, the implementation of a community theming plan will establish a strong sense of place by assuring design and visual continuity throughout the community.

2. Provide a Variety of Housing Types

Providing variation of housing types will create a community that attracts individuals from all stages of life. The establishment of this well-balanced population base is critical to the long-term sustainability of the Project and will enhance the social and economic base of the community and compliment all of lowa Colony.

3. Ensure Quality Development

The Project will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements of the development.

The City of Iowa Colony

Plan of Development

4. Provide for Orderly Growth

The Project will provide for orderly growth by being sensitive to the natural features of the site and selecting land uses that are appropriate based on site characteristics. Buffering between different land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

In addition, the Project will help the City achieve a highly efficient and cohesive public infrastructure system to better serve lowa Colony.

C. Zoning/Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options in order to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices in order to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

To implement the conceptual land use plan, the Project will be designated a Planned Unit Development. The land uses within the Planned Unit Development will consist of Traditional Single-Family Residential (TSFR), Patio Home (PH), Townhome (TH), Quads (Q), Alley Products (AP), Multi-Family (MF), Commercial (C), Institutional (I), Mixed-Use (MU), and Parks & Open Space (POS). The various land uses will follow the development requirements for their assigned zoning districts as described in the Zoning Ordinance as of the Effective Date unless otherwise noted throughout this Plan of Development. The land uses may be relocated within the boundaries of the Plan of Development as necessary to address economic and market conditions or future modifications of roadway and drainage alignments. The following is a brief description of these proposed uses.

Traditional Single Family Residential - The Traditional Single-Family Residential category (TSFR) is intended for the development of detached, single family dwelling units. Lot sizes within the Traditional Single-Family Residential category are intended to range in size from 40-foot-wide lots to 70-foot-wide lots or larger with a minimum lot area of 4,600 square feet. Traditional single-family residential will be broken into three categories:

Type I: Type I traditional single-family residential lots will have a minimum lot width of 60-feet and a minimum square footage of 6,600. Typical 60' lots or wider would be encompassed in this residential type.

Type II: Type II traditional single-family residential lots will have a minimum lot width of 50-feet and a minimum square footage of 6,000. Typical 50' and 55' lots would be encompassed in this residential type.

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The City of Iowa Colony

Type III: Type III traditional single-family residential lots will have a minimum lot width of 40-feet and a minimum square footage of 4,600. Typical 40' and 45' lots would be encompassed in this residential type.

Specialty product:

Patio Home – The Patio Home category (PH) provides for the development of single-family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet. Patio homes shall have a minimum lot width of 40 feet and a minimum lot area of 4,400 square feet.

Townhome – The Townhome category (TH) provides for the development of attached, single family dwelling units separated by a fire rated wall. Each of the buildings is expected to consist of a minimum of two (2) units with a maximum of eight (8) units and shall be separated by a minimum of ten (10) feet between structures. Each townhome unit shall be platted on an individual lot and shall have a minimum lot width of 22 feet and a minimum lot area of 2,200 square feet.

Quads – The Quads category (Q) provides for the development of four (4) single-family dwelling units taking access from a shared drive. Each lot shall have street frontage, some of which may consist of flag lots overlapping the shared drive. Each lot within a quad shall have a minimum lot area of 3,500 square feet and the four-pack shall have a minimum width of 120 feet.

Alley Product – The Alley Product category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and/or alley frontage taking garage access from the alley. Each Alley Product shall shave a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

Parks & Open Space – The Parks & Open Space category (P-OS) is intended to provide for the development of recreation and open space areas within the community.

Multi-Family – The Multi-Family category (MF) provides for medium to high density multi-family dwelling units such as apartments, dense detached rental units, and condominiums. The density in the MF category shall not exceed 30 dwelling units per gross acre. Buildings that exceed three stories or thirty five feet in height shall require special approval from the City Fire Marshal.

Plan of Development

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Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288 and/or major thoroughfares or County Roads.

Institutional — The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Institutional uses may include, but are not limited to, public and private schools, day care facilities, hospitals, churches or other places of worship, etc.

Mixed-Use — The Mixed-Use category (MU) is intended to provide flexibility on individual tracts through the design process. Permitted uses are multi-family, commercial, and institutional, and the regulations are as defined in the corresponding categories.

Land uses may be relocated within the boundaries of the Plan of Development, provided they are in compliance with the overall Plan of Development. The city will be notified of any changes to the Preliminary Land Use Plan. However, the total Parks and Open Space may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. The Parks and Open Space Exhibit shall be the basis for establishing and calculating any changes to the parks and open space land use by future administrative approvals as described in the administrative section of this Plan of Development.

The table below illustrates the primary Residential Land Use categories with their respective range of typical lot widths (measured at the building setback line) and the proposed product mix for the overall development. An estimated projected lot count by category is included within the table along with an allowable deviation percentage that would not require a resubmittal or amendment to the Plan of Development to City Council. Additionally, the overall density within the Plan of Development shall not exceed 3.16 units per gross acre and would allow for a potential maximum of 3,000 allowed single-family and multi-family units. Under no circumstances may the number of Type I and Type II lots combined exceed 1,800 units.

Specialty Product is not currently allotted within the table below, but the Developer reserves the right to reallocate the proposed Product/Lot mix from other residential land use categories should there be Market/Builder interest in any given Specialty Product type. Any reallocation would be in compliance with the allowed deviation percentages shown below or would require an amendment to the Plan of Development.

Residential Land Use Type	Lot Width (Typical)	Proposed Lot Mix (by Lot Counts)	Allowed Deviation
Type I	60.0′ +	41%	+/- 5%
Type II	50.0′ – 59.9′	38%	+/- 10%
Type III	40.0' - 49.9'	21%	+/- 10%

The City of Iowa Colony

Plan of Development

D. Benefits to the City of Iowa Colony

The Plan of Development will help meet the demand for quality residential and commercial development as the City of Iowa Colony continues to grow and will enable the City to achieve its vision for the future.

Master planned communities provide tremendous benefits for cities over traditional "piecemeal" development. Property values in master planned communities tend to be greater and more stable than property values outside of master planned communities, providing cities with a greater ability to plan and fund services. Additionally, residents of master planned communities typically call upon public services, including public safety, at a lower rate than in other areas that are not master planned, deed restricted, and managed by strong homeowner's associations. Most importantly, master planned communities bring stability and predictability that facilitate a city's long-range planning and financial objectives.

The incorporation of institutional uses and community recreation centers within the Project will enhance the quality of life in lowa Colony by promoting community activities and involvement. The rural character of the area will be preserved by creating an extensive system of greenways and drainage corridors providing an extensive open space and trail network. By creating an environment that encourages people to form bonds and share experiences, the Project will establish a cohesive community of people that blends with and preserves lowa Colony's values.

In addition, the Project will help create the "rooftops" necessary to drive the commercial development planned in Iowa Colony, which will generate sales tax and personal property tax revenue for the City.

Maple Farms Plan of Development

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The City of Iowa Colony

Maple Farms

Plan of Development

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E. Transportation

The Project will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community and to compliment the development of Iowa Colony.

1. Existing Access

The Project lies along FM 521 as its western boundary and has access from CR 53 aka Sandy Point Road 1 for part of its northern boundary. Future TX-99 (Grand Parkway) will bisect the tract from north to east with a large curve. Future Creekhaven Parkway and Ames Road will cross the tract in east-west and north-south directions respectively.

2. Street Hierarchy

The street system in the 949 Ac SH 288 Tract will consist of a hierarchy of streets ranging from major thoroughfares to alleys. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major thoroughfares while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within the 949 Ac SH 288 Tract:

- Major/Minor Arterials Major Arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.
- Major/Minor Collector Streets Collector Streets are intended to help distribute traffic between major thoroughfares and other collector streets and are identified as Collector Streets on the City's Thoroughfare Plan.
- Local Streets Local Streets are designed to provide access to residential lots and shall have a 10' public utility easement on both sides of the right-of-way when the right-of-way is 50-feet in width.
- Private Streets (Type 1) Type 1 Private Streets will be privately maintained and may be gated. The right-of-way for Type 1 Private Streets shall be identified as a 50-foot-wide permanent access easement (PAE) and public utility easement (PUE) in order to allow for public utility service. Any gates shall be equipped to provide for police, fire, and emergency access.
- Private Streets (Type 2) Type 2 Private Streets may be used in lieu of local streets to provide access to more dense types of housing such as patio homes, townhomes, or condominiums. Type 2 Private Streets will be privately maintained and may be gated. Any gates shall be equipped to provide for police, fire, and emergency access. Underground utilities

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The City of Iowa Colony

may be designed and constructed under the pavement section but must be privately maintained.

Alleys – Alleys may be commercial or residential and are intended to provide vehicular access to the side or rear of buildings or properties that front on a local street, or type 1 or type 2 private street.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within the Project shall conform to the EDCM except as identified in the following standards:

	TABLE 1		
Minimum Right-of-Way Width & Paving Sections			
	Minimum Right-of- Way Width	Standard Paving Section (Measured from back of curb to back of curb)	
Local Street	50 feet	28 feet	
Private Street (Type 1)	50 feet	28 feet	
Private Street (Type 2)	28 feet	28 feet	
Private Alley	20 feet	14 feet ¹	

- Paving for alleys shall be measured from pavement edge to pavement edge, as curbs are not provided.
- 2) Where the local street right-of-way is fifty feet (50') in width there shall be a 10' public utility easement on both sides of the right-of-way.

4. Street Design Criteria

Streets within the project shall conform to the EDCM except as identified in the following standards:

Cul-de-sacs: Cul-de-sac streets within residential areas shall be measured along the centerline of the street from the nearest intersecting street to the center of the terminus bulb. The maximum length of cul-de-sacs in residential areas shall be determined by the number of vehicle trips generated per day, which shall not exceed 350. For the purposes of this requirement, the following standard shall apply:

Detached Units – 10 vehicle trips per day per unit (35 units)

Attached units - 8 vehicle trips per day per unit (44 units)

In no case shall cul-de-sacs exceed 800 feet in length.

Landscape "islands" having a maximum radius of sixteen (16) feet shall be permitted within cul-de-sac bulbs.

Cul-de-sacs in non-residential areas shall be considered on a case-bycase basis by the City's Designated Official.

Plan of Development

The City of Iowa Colony

Intersections: Streets and alleys shall be designed to intersect as nearly as possible to right angles.

No street or alley shall intersect any other street at less than 70 degrees.

Right-of-way lines at intersections of major thoroughfares and collector streets shall transition with a minimum 30-foot or 35-foot radius curve. Right-of-way lines at intersections of neighborhood collector streets, local streets, type 1 private streets, and type 2 private streets shall transition with a minimum 25-foot radius curve.

Where alleys (either public or private) intersect with local streets, type 1 private streets, or type 2 private streets, property lines shall transition with a minimum 15-foot radius curve and shall have a minimum 15-foot radius paving transition.

Curves: Curves along major thoroughfares shall be designed to meet or exceed minimum AASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along collector streets shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to "L type" intersections (corner turns). These types of intersections shall have a minimum centerline radius of 50 feet.

Block Length: Major thoroughfares shall have a maximum block length of 2,600 feet with the following exception:

Major thoroughfares that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

Collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan and within the boundaries of the development.

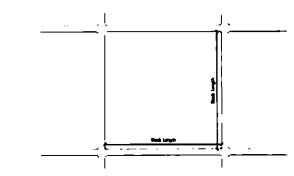
The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

Plan of Development

The City of Iowa Colony

The maximum block length along pipeline easements or drainage features having a minimum width of 225 feet shall be 4,000 feet.

Block length shall be measured between intersections from edge of right-of-way to edge of right-of-way.



Traditional Block Length Measurement



Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 1,200 feet, a pedestrian crossing will be provided having a minimum width of twenty (20) feet, as such a connection would significantly improve overall pedestrian circulation within the development.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) minimum 20-foot-wide travel lanes separated by a median having a minimum width of 14 feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes, provided that the divided paving section extends to the first intersecting street that is not a cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

All subdivision sections, regardless of the number of lots, will require a minimum of two points for emergency protection access. One of the

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points may be a gated driveway with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each single-family residential unit as defined above shall have frontage on a local street, type 1 private street, type 2 private street or common area.

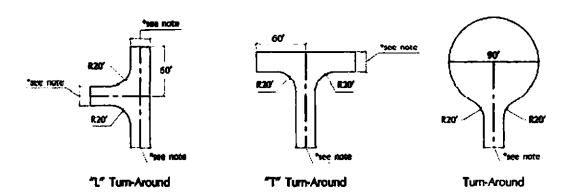
Lots that front on a common landscaped area must have vehicular access provided by a local street, type 1 private street, type 2 private street, or an alley from the side or rear. In addition, the common landscaped area must have a minimum dimension of twenty (20) feet.

Lots may not have direct vehicular access to a major thoroughfare or collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major thoroughfare or collector.

Dead-End Streets: Type 2 private streets may extend up to 200 feet without a turnaround. Dead-end Type 2 private streets that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Dead-end streets other than Type 2 Private Streets shall be terminated with a cul-de-sac.

Dead-End Alleys: Residential alleys may extend up to 200 feet without a turnaround. Dead-end residential alleys that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Non-residential alleys may not dead-end.

TYPE 2 PRIVATE STREET & ALLEY TURNAROUND OPTIONS



*Note: Dimension shall match the corresponding paving width.

Any deviation from this section shall be considered on a case-by-case basis and shall

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require written approval from the City's Designated Official.

5. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

	TABLE 2				
_	Sidewalk Requirements				
Street Type	Mi	nimum Requirem	nent		
Major Arterial	6-foot sidewalks shall be provided on both sides of the street	OR	An 8-foot sidewalk shall be provided on one side of the street		
Major Collector	6-foot sidewalks shall be provided on both sides of the street	OR	An 8-foot sidewalk shall be provided on one side of the street		
Minor Collector	5-foot sidewalks shall be provided on both sides of the street	OR	A 6-foot sidewalk shall be provided on one side of the street		
Local Street	5-foot sidewalks shall be provided on both sides of the street				
Private Street (Type 1)	5-foot sidewalks shall be provided on both sides of the street				
Private Street (Type 2)	5-foot sidewalks shall be provided on both sides of the street				

^{* 6-}foot sidewalks shall be provided at bridge crossings.

Generally, sidewalks should be constructed within the right-of-way. However, sidewalks along Type 2 Private Streets shall be constructed on private property within a sidewalk easement located within 10 feet of the edge of paving. Sidewalks adjacent to open space areas and pipeline corridors may meander between the right-of-way and open space when desired. When separate trails exist or are proposed on an adjacent reserve of open space area, parallel sidewalks shall not be required provided that the trail is constructed of concrete. If a sidewalk is provided on only one side of the street and it meanders outside the right-of-way, it must return to the right-of-way at least every 1,400 feet.

Deviations from the above schedule will be considered on a case-by-case basis, subject to approval by City's Designated Official.

6. Traffic Signalization

A Traffic Impact Analysis will be required to determine if traffic signals are warranted. If it is determined that a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at the affected intersection(s). If a traffic signal is not warranted, the Developer shall have no obligation to fund design or construction for that intersection.

F. Parks, Open Space & Trails

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1. Parks & Open Space

Parks and Open Space are the central feature of the City's vision for lowa Colony and the community. The Project will provide connectivity within and among the internal subdivisions as well as to other developments in lowa Colony. Within the Project, several mitigation areas and man-made detention basins will be created that will extend into the community through trail connections and/or pedestrian/bicycle paths. These detention basins will be contoured and landscaped to a standard commensurate with typical developments in the greater Houston area, forming the backbone of the open space system and providing a common greenway core that binds the community together.

In addition to the greenway network, many active recreational facilities will be developed and built within the Project, ranging from small pocket parks to the larger neighborhood parks which will be connected through an extensive pedestrian trail system. This will provide ample areas for recreational activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within the Project.

The City of Iowa Colony Zoning and Ordinance for planned unit development regulations require that 1 acre per 54 dwelling units be dedicated to parkland and compensating open space (COS). Based on a total unit count of 2,500 units, the projected requirement for the Project is 46.0 acres.

Approximately 258.0 acres of land within the Project is planned to be designated as parks and open space, as shown in the proposed Parks Plan and will include passive parks, neighborhood parks, recreational centers, tot lots, pipeline easements corridors, drill sites, lakes, creeks, drainage channels, detention basins, and landscape and open space networks. The parks requirement will be fulfilled with the implementation of the Parks Plan. All land which is dedicated for the purpose of fulfilling the parkland/compensating open space requirements will be credited at 100%, except for drainage/detention, creeks, and detention areas, which will be credited at 50%.

The drainage and detention system within the Plan of Development will be amenitized by providing open space and trail connectivity between the different land uses and neighboring developments. The drainage and detention areas will not only enhance the aesthetic quality of the environment, they will provide connectivity through the development and provide numerous opportunities for enjoyment by the residents.

The recreation and open space areas will also provide separation, buffer zones, and transitions between areas and types of development.

Parks will be owned and maintained by the City, District, or Home Owner's Association. Other than a few private areas, such as Recreation Centers and pools, all parks and open space areas will allow general public use. The trail system around and through the community will be accessible to the public along with any improvements to detention areas or other open space. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

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The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of the Project moves forward. The parkland and compensating open space requirements will not be required within individual sections/neighborhoods as long as each section is in accordance with the Parks and Open Space plan and when considered for the overall project as a whole.

2. Trails

In addition to the required street sidewalks, the Project will feature an extensive trail system that will extend throughout the community providing access to the various destination centers, including commercial areas, recreation centers, schools, and parks. This system may be comprised of both paved and unpaved trails and will be linked to the required sidewalks throughout the community. The trail system within the Project will be maintained by the City, District, or Home Owner's Association.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within the Project. Trails may be paved or unpaved and constructed of materials that are appropriate for the specific application. The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual trails may be moved or combined as the design and development of the Project moves forward.

3. Tree Preservation

The subject property is largely agricultural fields, with only a few areas being partially wooded. Of these wooded areas, the majority of the vegetation appears to be new growth trees and brush, with none appearing to be significantly sized shade trees or being of any cultural significance that would cause any existing trees on the property to be designated as protected trees under the City's tree preservation guidelines.

As part of the development's landscape design, the developer will implement an overall landscape plan to promote increased biodiversity, habitat creation, and naturalistic planting areas throughout the development for the added benefit and use of future residents and fauna. These plantings along with the Parks, Open Space, and Trails Plan will create strong pedestrian connections throughout the development and promote the creation of greenways and other trail systems similar to the idea of the Green Corridors as described in the City's UDC.

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G. Infrastructure

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1. Municipal Utility Districts

The Project will be served by one or more municipal utility districts. These districts will be responsible for the design and construction costs of certain public water, storm, drainage, and recreation facilities for the project. The City of lowa Colony will assume the maintenance and operation of the public water and sanitary sewer, storm drainage lines, and streets. The municipal utility district(s) and/or the homeowners association(s) created to serve the property within the Project own and operate all parks and open space facilities within the Project.

2. Water

Water service will be provided by one or more groundwater plants within the community. Water will be distributed by a central water distribution plan designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual.

3. Wastewater

Wastewater service will be provided by a temporary wastewater plant within the community until such time that the municipal utility district constructs (or funds the construction of) a permanent wastewater treatment plant as required by the Utility Functions Agreement entered into by and between the City of lowa Colony and the Developers. The sewer collection system will be designed in accordance with the City of lowa Colony's Engineering Design Criteria Manual and Brazoria County Drainage District Number 5.

4. Storm Drainage & Detention System

The storm drainage system will consist of a network of closed conduit storm sewers draining to surface swales, conveyance channels, and detention ponds. The detention ponds will outfall to an existing Brazoria County Drainage District No. 5 ditch. The drainage system will be designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual.

5. Flood Plain Management

A portion of the tract lies within a defined floodplain by the FEMA FIRM maps. Any development proposed in the floodplain will meet FEMA and the Floodplain Administrator's design criteria for development within the floodplain.

6. Other Utilities

Electrical service for the community will be provided by CenterPoint. Gas service will be provided in the community. High speed internet service will be provided in the community.

7. Schools

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The Project is located partially within the Alvin Independent School District and partially within the Angleton Independent School District.

8. Homeowner's Association & Architectural Review Committee

A Master Homeowner's Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the City. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

In addition to the HOA, an Architectural Review Committee (ARC) will be established to ensure conformance to the development standards contained within the Plan of Development and enforce any additional design guidelines which shall be established separately.

There may be additional sub-homeowner associations, and Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner's Associations.

H. Project Phasing

The phasing strategy for the Project provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for the Project. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The City will be notified of any changes to the Project Phasing plan but will not require a resubmittal of the initial proposed Phasing Plan in the exhibit below.

Plan of Development

Maple Farms

MAPLE DEVELOPMENT GROUP Land Kaly feadaby, 19a 323 Loby Teact 7744 [61, 281-430 1423 **MAPLE FARMS** . 807.8 ACRES OF LAND MIA-45005 MET 1, 2014 META **EXHIBIT 5** Portion of luture roadway to be constructed at 75% development tragger as defined by Unitry Functions

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The City of Iowa Colony

Plan of Development
III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

The purpose of the development regulations is to serve as the primary means of achieving the goals and objectives of the Development Plan.

They are designed to establish clear minimum development standards while providing a reasonable amount of flexibility in order to accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Plan of Development. Appendix 1 contains the legal description of the Property. All construction and development within the Plan of Development area shall comply with applicable provisions of the City of lowa Colony codes and ordinances as they exist on the date of adoption of this Plan of Development and the laws of the State of Texas, except as modified within this document or within any mutually agreed amendments to this Plan of Development. Any future amendments by the City to their UDC, Zoning Ordinance, PUD Ordinance or any other applicable ordinance governing the development of property will not be applicable to this development with the exception of updates to the Engineering Design Criteria Manual or any applicable codes related to public safety. Where conflicts or differences exist between this Plan of Development and other City Ordinances, the Plan of Development shall be the governing document.

If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understandable in the Plan of Development, then those regulations and standards of the City of Iowa Colony codes and ordinances that are applicable for the most similar issue, condition, or situation shall apply as determined by the City's Designated Official. Appeal of any determination regarding applicability may be made to City Council.

This Plan of Development may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the Plan of Development that are affected by the change.

2. Additional Uses

In the event that a proposed use has not specifically been listed as a permitted use in a particular land use category within the Plan of Development, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the land use category; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

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Plan of Development

Where, at the adoption of this Plan of Development, a lawful use of land exists which would not be permitted by the regulations imposed by this Plan of Development, such use may continue so long as it remains otherwise lawful, provided:

- No non-conforming use shall be enlarged, increased, or extended to occupy a greater area of land than was originally occupied at the date of adoption of this Plan of Development.
- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.
- If any non-conforming use ceases for a period of more than 180 days, any subsequent use of the land shall conform to the regulations established by this Plan of Development.
- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this Plan of Development.

4. Non-Conforming Structures

Where, at the adoption of this Plan of Development, a lawful structure exists which would not be permitted by the regulations imposed by this Plan of Development, such structure may continue to exist so long as it remains otherwise lawful, provided:

- No non-conforming structure shall be enlarged, increased or extended beyond its size at the date of adoption of this Plan of Development.
- In the event that any non-conforming structure or non-conforming portion of a structure is destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the regulations established by this Plan of Development.
- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the Plan of Development.

6. Drill Sites

The proposed drill sites (the Drill Sites) are within the Project as currently planned and designed to provide access to the mineral estate as the Project develops. The Drill Sites are essential to the orderly and efficient development of the Project, now and in the future. The Drill Sites will be administratively created through an established process with the Railroad Commission of Texas (the Commission) in coordination with specialist attorneys/consultants and representatives of the mineral owners who elect to participate in the process. The size, location, and necessary additional easements to access the Drill Sites have been designed in keeping with the best practices used

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throughout the oil and gas industry for this purpose. Upon issuance of a final order by the Commission establishing Drill Sites and related easements for the Property pursuant to Chapter 92 of the Texas Natural Resources Code, entitled "Mineral Use of Subdivided Land" and Commission Statewide Rule 76 (the Final Order), the City will acknowledge and accept all of the Drill Sites and related pipeline and access easements as described in the Commission's Final Order as supplanting, in all respects regarding the Property, the application of City of Iowa Colony Ordinance No. 88-1.

Any future surface operations conducted by a mineral interest owner, its lessee, or assign on the Property will be limited to the areas of these designated Drill Sites. Oil and gas exploration and production operations on the Drill Sites shall be permitted provided that such operations comply with the Commission's Final Order and all other applicable Commission regulations in effect at the time the individual permits are approved by the City. In the event of a conflict between the terms of the Commission's Final Order and City Ordinance 88-1, the terms of the Final Order shall control.

Until such time as these Drill Sites are used for oil and gas operations, the developers may utilize the Drill Sites as public open spaces for recreational/park space and may construct non-permanent facilities on such Drill Sites, including trails, sidewalks, parking areas, or other similar non-permanent facilities, at the discretion of the developers.

7. General Development Plan

A general development plan illustrating all contiguous property under one ownership or under common control or legal interest shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the City's Thoroughfare Plan.
- · All recorded easements
- Other proposed streets that are necessary to demonstrate an overall circulation system for the development
- Proposed land uses and public facilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in the City of Iowa Colony Subdivision Ordinance. At a minimum, a new general development plan will be submitted to the City for review with each phase. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law.

Preliminary plats should generally conform to the General Development Plan. Any significant change, as determined by the City's Designated Official, shall require the submittal of a revised general development plan for approval by the Planning Commission.

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8. Mass Grading & Construction of Detention

The developer shall be permitted to commence clearing and grubbing without platting but must have approved plans and permits. Detention and mass grading will be commenced upon approval of drainage study, construction plans, and permits. For road construction, grading may commence upon the approval of construction drawings and permits. Preliminary plat approval will be required to commence roadway construction. However, prior to any grading activity a Storm Water Pollution Plan must be submitted, and any required City of lowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

9. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:
 - a.) Maintain a 1,000-foot separation between all operations or storage and the nearest occupied residence;
 - b.) Limit hours of operation to between 7:00 a.m. and dusk, Monday through Friday;
 - c.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project; and
 - d.) Are enclosed by a solid/opaque fence having a minimum height of six (6) feet.

Notwithstanding the foregoing, manufactured or mobile homes may be placed on the Property for the following uses only: (1) for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or (2) for use as a

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construction office or trailer in connection with the construction of improvements to serve the Property.

10. Design Guidelines

Design guidelines will be created which will address site and building design within the Project. The purpose of these guidelines will be to preserve the character of Project by establishing high quality design standards for development. Copies of these guidelines will be provided to the City prior to the preliminary plat submittal of any single-family residential sections.

11. Lighting

All lighting within the Project will be subject to standards established in the project design guidelines. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

12. Screening and Fencing

All screening and fencing within the Project will be subject to standards established in the project design guidelines. The screening and fencing standards will help to establish and maintain tasteful screening and fencing throughout the community that will withstand the pressures of time and nature.

13. Architectural Standards

The architectural standards within the Project will be subject to standards established in the project design guidelines. The architectural standards will help to assure that buildings within the community are of a high quality and are aesthetically appealing.

C. Development Standards

1. Traditional Single Family Residential (TSFR)- Type I

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses: Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Plan of Development

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Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 6,600 square feet

Minimum Lot width: 60 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

^{*}Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

^{**}One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

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2. Traditional Single Family Residential (TSFR)- Type II

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses: Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 6,000 square feet

Minimum Lot width: 50 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

^{*}Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a

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minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

**One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

3. Traditional Single Family Residential (TSFR)- Type III

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses: Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

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Minimum Lot Area: 4,600 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

4. Patio Home (PH)

Purpose: The Patio Home category is intended for the development of detached, single family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet.

Permitted uses: Accessory structures

Community centers

^{*}Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

^{**}One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

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Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Patio homes

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupation

Minimum Lot Area: 4,400 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

Front: 20 feet*

5 feet for lots that front on a common area

Rear: 10 feet**

Side: Zero (0) feet on one side provided that there is a minimum of

ten (10) feet between structures. A minimum of fifteen (15) feet is required between one (1) and three (3) story structures. Five (5) feet side setbacks are also acceptable provided that there is a minimum of ten (10) feet between structures.

Corner: 10 feet*

^{*}Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet. (See lot diagram)

^{**}Accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

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Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Single family homes shall comply with the standards established in the Traditional Single-Family Residential category.

5. Townhome (TH)

Purpose: The Townhome category is intended for the development of attached single family dwelling units that are platted on individual lots and are owned fee simple.

Permitted uses: Attached single family dwelling units

Institutional uses

Entry features & monuments

Minor utilities

Open space

Parks

Patio homes

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home occupation

Minimum Lot Area: 2,200 square feet

Minimum Lot Width: 22 feet at the building setback line

Minimum Setbacks:

Front: 20 feet if front loaded

10 feet if rear loaded

5 feet for lots that front on a common area

Rear: 5 feet

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20 feet for lots that front on a common area

Side: Zero (0) foot side setbacks for units that are attached provided

that there is a minimum of ten (10) feet between buildings. A minimum of fifteen (15) feet is required between one (1) and

three (3) story structures.

Corner: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Three (3) stories or thirty-five (35) feet.

Parking Requirement: Shall comply with the parking standards established in this section.

Front loaded townhomes shall provide 0.25 off-street guest parking spaces per dwelling unit. Guest spaces may not be on townhome lots or streets and should be located within 300 feet of units.

Additional Requirements: Buildings shall consist of a minimum of two (2) units with a maximum of eight (8) units.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

6. Quads (Q)

Purpose: The Quads category (Q) provides for the development of single-family dwelling units. Quads may consist of four (4) lots taking garage access from a shared driveway. Each lot shall have street frontage, and Quads shall have a minimum lot area of 3,500 square feet and a minimum lot width of 120 feet for the four-pack. The rear lots will have frontage through flag staffs which will have the shared driveway overlayed.

Permitted uses: Detached single family dwelling units

Institutional uses

Entry features & monuments

Minor utilities

Open space

Parks

Recreational facilities

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Religious assembly

Single family homes

Temporary uses

Home occupation

Minimum Lot Area: 3,500 square feet

Minimum Lot Width: 120 feet at the building setback line for the four-pack

Minimum Setbacks:

Front: 20 feet if front loaded

10 feet if access is from a shared drive

Rear: 5 feet

Side: 5 feet

Corner: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

7. Alley Product (AP)

Purpose-The Alley Products category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and alley frontage with primary garage access coming from the alley. Each Alley Product shall shave a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

Permitted uses: Detached single family dwelling units

Institutional uses

Entry features & monuments

Minor utilities

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Open space

Parks

Patio homes

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home occupation

Minimum Lot Area: 4,600 square feet

Minimum Lot Width: 42 feet at the building setback line

Minimum Setbacks:

Front: 20 feet if front loaded

10 feet if rear loaded

5 feet for lots that front on a common area

Rear: 5 feet if front loaded

20 feet if rear loaded

20 feet for lots that front on a common area

Side: 5 feet

Corner: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet.

Parking Requirement: Shall comply with the parking standards established in this section.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

8. Multi-Family (MF)

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Purpose: The Multi-Family category is intended for the development of medium to high density multi-family dwelling units such as apartments and condominiums.

Permitted uses: Attached multi-family dwelling units

Attached single family dwelling units

Detached single family dwelling units

Detached multi family dwelling units

Condominiums

Institutional uses

Entry features & monuments

Minor utilities

Open space

Parks

Patio homes

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Townhomes

Home occupations

Minimum Setbacks:

Front: 25 feet from property line

Rear: 15 feet for habitable structures

10 feet for accessory structures

Side: 10 feet for habitable structure

10 feet for accessory structures

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Parking Requirement: Shall comply with the parking standards established in this section.

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Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

9. Commercial (C)

Purpose: The Commercial District is intended for the development of service- oriented retail that meets the daily needs of the community.

Permitted uses: Abstract or title company

Advertising agency

Antique store

Art gallery

Arts and crafts store

Automated Car Washes (e.g., Blue wave, I-shine, White Water)

Automobile repair, minor, no outside work or storage, except for national chains (e.g., Crash Champions)

Bakery

Banks and financial institutions, including drive-through and outdoor ATM facilities

Barber or beauty shop

Bookstore

Cafeteria

Candy store

Catering

Cellular phone sales and repair store

Childcare facilities

Clothing store (no re-used clothing)

Collection agency

Computer sales and repair store

Community centers

Convenience store with or without gasoline, liquor or beer and wine sales

Dance studio

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Delivery service

Dental clinic

Department store

Drafting service

Drug store, with or without liquor or beer and wine sales

Dry cleaning storefront, but not dry-cleaning plant

Electronic sales and repair store

Entry features & monuments

Filling station or service station, including oil change and inspection

services

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

Locksmith

Medical clinic

Medical supply store

Minor utilities

Mixed uses (a mixture of uses consistent with this category; not the same as the Mixed Use Zone defined in Subsection 11 below.)

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Mortgage company

Motels and Hotels; provided that Motels must be approved through a specific use permit

Motion picture theater, with or without food service, but not drive-in theater

Musical instrument store

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Personal services

Pharmacy

Professional office

Public Facilities

Public safety site

Radio sales and repair

Radio studio (excluding tower)

Record and tape store

Recreational Facilities

Religious assembly

Restaurants and taverns, with or without drive-through facilities

Self-Storage

Shoe store and repair shop

Sporting goods store

Studio (art, music or photo)

Taxidermist

Tailor

Temporary uses

Toy store

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Travel agency

Tree farms

Video arcade

Non-Permitted uses: Auction

Billboards

Cemeteries

Feed store

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 6,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 10 feet

Corner: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Setbacks for commercial land uses will be considered minimum setbacks and allow for the siting of commercial structures per the Unified Development Code (Section 3.5.3.1).

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible

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material unless approved by the Fire Marshall; provided, however, that distribution centers or logistic centers may have a maximum of fifty (50) feet in height. .

Parking Requirement: Shall comply with the parking standards established in this section.

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

Additional Conditions: Outdoor Display of Merchandise shall be allowed within ten (10) feet of the primary building but shall be limited to merchandise that is customarily sold inside the establishment.

10. Institutional (I)

Purpose: The Institutional category is intended to provide for the development of public and private uses that serve the community.

Permitted uses: Major utilities

Minor utilities

Not for profit hospitals

Open space

Parks

Places of worship

Public facilities

Public safety site

Recreational facilities

Religious assembly

Schools (public & private)

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

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Rear: 10 feet

Side: 5 feet

Corner: 5 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Maximum Building Height: 60 feet. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Marshall.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines a distance equal to or greater than the height of the tower.

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by the Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

11. Mixed-Use (MU)

Purpose: Mixed-Use (MU) lots are intended to provide flexibility through the design process. Permitted uses are residential, commercial, and institutional, and the regulations are as defined in the corresponding categories.

Permitted uses: Attached multi-family dwelling units

Attached single family dwelling units

Detached single family dwelling units

Detached multi family dwelling units

Condominiums

Institutional uses

Entry features & monuments

Minor utilities

Open space

Parks

Patio homes

Recreational facilities

Religious assembly

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Single family homes

Temporary uses

Townhomes

Home occupations

All commercial uses as defined above

Minimum Setbacks:

Front: 25 feet from property line

Rear: 15 feet for habitable structures

10 feet for accessory structures

Side: 10 feet for habitable structure

10 feet for accessory structures

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

12. Parks & Open Space (P-OS)

Purpose: The Parks & Open Space category is intended to provide for the development of recreation and open space areas within the community.

Permitted uses: Community centers

Drainage ponds and channels

Drill site

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Pipeline easements

Public facilities, excluding major utilities

Recreational facilities

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Temporary uses

Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Thoroughfares: 25 feet

Along other streets: 10 feet

Rear: 10 feet

Side: 10 feet

Architectural features may encroach into the setback area a maximum of thirty-six (36) inches.

Max. Building Height: 35 feet. Maximum height may exceed 35 feet if approved by the Fire Chief.

Parking Requirement: Shall comply with the parking standards established in this section.

13. Industrial (IND)

Purpose: The Industrial category is intended to provide for the development of industrial property within the community.

Permitted Uses: Industrial Distribution and/or Industrial Logistics

Light Industrial (e.g., Office Warehousing)

Telecommunication towers

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines at a distance equal to or greater than the height of the tower.

Notwithstanding of any other provision herein, no permit shall be available for the following uses, and such uses are hereby prohibited on the Project: any manufacturing or production activity that is noxious or offensive by reason of emission of odors, soot, dust, gas, fumes, vibrations, electrical or magnetic emissions, noise, or other emissions onto the land of another person, and among others, this shall specifically include the prohibition of concrete batch mixing and concrete crushing facilities.

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13. Parking

Parking within the Project shall be provided according to the following schedule:

Т	ABLE 3
Parking (Requirements
Land Use	Minimum Requirement
Single family residential	2 enclosed spaces per unit
Patio home	2 enclosed spaces per unit
Townhome	2 enclosed spaces per unit
	0.25 guest spaces per unit
	1.333 spaces per 1-bedroom unit
Multi-Family	1.666 spaces per 2-bedroom unit
	2.0 spaces per unit with 3 or more bedrooms
Office (non-medical)	1 space per 250 square feet of gross floor area
Medical office	4 spaces per 1000 square feet of gross floor area
Retail	Under 400,000 sf: 4 spaces per 1000 square feet of
	gross floor area
Restaurant	400,000 sf and over: 5 spaces per 1000 square feet
Tavern	1 space per 45 square feet of gross floor area
Hotel/Motel	1 space per room
Theater/Auditorium/Church/Assembly Hall	0.25 spaces per seat
Stadium	1 space per 4 stadium seats

Deviations from the above requirements shall be considered by the City's Designated Official on a case-by-case basis. Appeals to the Official's interpretation may be made to City Council within thirty (30) days of the date of the determination.

The City's Designated Official shall determine the minimum number of parking spaces required for any use not specified above. Appeals to the Official's interpretation may be made to City Council within thirty (30) days of the date of the determination.

Shared parking should be encouraged where appropriate. Adjustment of the minimum number of parking spaces required to serve a combination of occupancies shall be determined according to the following formula:

- 1) Determine the parking requirement for each occupancy as though it were a separate use;
- 2) Multiply each amount by the corresponding percentage for each applicable time period shown in the following schedule:

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		T	ABLE 4		
		Shared I	Parking Table		
		Weekdays		We	ekends
Use	Night Midnight – 6 a.m.	Day 9 a.m. - 4 p.m.	Evening 6 p.m Midnight	Day 9 a.m. – 4 p.m.	Evening 6 p.m Midnight
Retail	5%	50%	90%	100%	70%
Hotel/Motel	80%	80%	100%	80%	100%
Office	5%	100%	10%	10%	5%
Restaurant / Tavern	10%	50%	100%	50%	100%
Entertainment / Recreation	10%	40%	100%	80%	100%
All Others	100%	100%	100%	100%	100%

- 3) Calculate the column total for each time period; and
- 4) The column with the highest value shall be the parking requirement.

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D. Definitions

Accessory structure – any above ground structure that is (1) incidental to and customarily associated with the main structure on the site, and (2) located on the same lot as the principal building. Accessory structures may include, but are not limited to, detached garages and gazebos, but does not include utility or storage sheds.

Alley – a public or private right-of-way that provides vehicular access to buildings or properties that front on an adjacent street.

Architectural feature – an ornamentation or decorative feature attached to or protruding from the exterior wall of a building. Architectural features may include, but are not limited to, windows (e.g., bay windows), chimneys, columns, awnings, marquees, façade, or facia.

Attached housing - a building containing two or more dwelling units.

Banking or financial institution – a chartered financial institution that engages in deposit banking and closely related functions such as making loans, investments, and other fiduciary activities. Drive-up windows and drive-thru automated teller machines (ATM) are permitted as an accessory use.

Block length – the distance measured along a street between two intersecting streets.

Building – a structure used for or supporting any use or occupancy that requires a building permit.

Child care facility – a commercial or non-profit facility that provides shelter, care, activity, and supervision of children for periods of less than 24 hours a day and is licensed by the state.

Community center – a meeting place used by the community in which community members may gather for social, educational, recreational, or cultural activities. Uses include recreation, fitness center, meeting areas, and restaurants with or without alcohol sales. Community center use may be restricted to dues paying members.

Condominium – A single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

Convenience store – Any retail establishment offering for sale gasoline and a limited line of groceries and household items intended for the convenience of the neighborhood. Automotive washing is permitted as an accessory use. The sale of alcohol is permitted as an accessory use.

Council — Shall mean the City Council of the City of Iowa Colony.

Cul-de-sac - Any street with only one outlet that terminates in a vehicular turnaround.

Designated Official – The individual authorized by the City of Iowa Colony to provide direction and oversight and personally perform duties related to a comprehensive program to protect the

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health and safety of citizens and the quality of life by ensuring that planning activities meet appropriate codes, standards and city ordinances.

Detached housing - A site-built building containing only one dwelling unit.

Drill site – A tract of land designated for the purpose of extracting oil or gas comprising a "spacing unit "or "proration unit" as determined by the State Railroad Commission.

District – One or more special water districts to be created on the Property which will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, and/or chapter 375 of the Local Government Code, together with all amendments and additions thereto. The term specifically shall include a municipal utility district or a municipal management district.

Dwelling unit - Any building or portion thereof which is designed or used exclusively for residential purposes.

Entry features – Primary points of vehicular entry into the Property that are enhanced with landscaping, water features, architectural treatments, and lighting.

Front loaded - Any dwelling unit that takes vehicular access from the street on which it fronts.

Frontage – Frontage shall mean that portion of any lot or tract that abuts a street or approved common area. A lot or tract abutting more than one street shall have frontage on only one street which shall be deemed to be the side having the shortest dimension unless otherwise indicated on the subdivision plat.

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the major thoroughfares and collector streets that are necessary to demonstrate an overall circulation system for the property, any recorded easements that affect the property and proposed land use.

Grocery store – A retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods. The sale of alcohol is permitted as an accessory use.

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to, rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

Gross density – A measurement of density based on the calculation of the total gross acres within a subdivided area divided by the total number of dwelling units within that area.

Home occupation – An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises. A home occupation use shall not change the residential character of the property or the neighborhood and shall meet all applicable legal requirements. A home occupation may not display signage on the property. No more than one (1) employee may reside off-premises.

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Home owner's association (HOA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a subdivision. All residential property owners within the subdivision shall be a member of the HOA for that subdivision.

Institutional use — A use designated for public facilities including, but not limited to major and minor utilities, public safety sites, libraries, schools (both public and private), hospitals, churches or other places of worship, and other civic uses.

Knuckle – The projection toward the outside corner of a bend in the right-of-way of that allows for adequate turning movements for emergency and other vehicles.

Landscaping – Planting and related improvements for the purpose of beautifying and enhancing a portion of land and for the control of erosion and the reduction of glare, dust and noise. Rocks and/or gravel, by itself shall not constitute landscaping.

Laundry services (including dry cleaning) — A facility that launders or dry cleans articles dropped off on the premises directly by the customers or where articles are dropped off, sorted, and picked up, but where laundering is done elsewhere.

Local street - A public street that is not a major thoroughfare or collector and conforms to the criteria established in this Plan of Development.

Lot – An undivided tract of land having frontage on a public or private street which is designated as a separate and distinct tract and identified by numerical identification on a duly and properly recorded subdivision plat.

Major arterial - A public street designated as a Major Arterial on the City's Thoroughfare Plan.

Major collector – A public street designated as a Major Collector Street on the City's Thoroughfare Plan.

Major utility — Uses or structures providing utility services that have a potential major impact by virtue of appearance, noise, size, traffic generation or other operational characteristics, which include, but are not limited to, transmission substations, wastewater treatment facilities, water reservoirs and pump stations, wastewater lift stations, and power plants. This use does not include private individual water supplies or septic tanks. See Minor Utilities.

Minor utility – Small scale facilities that are necessary to support development and that involve only minor structures. Minor utilities include, but are not limited to facilities such as power lines, water and sewer lines, storm drainage facilities, transformers, hydrants, switching boxes and similar structures.

Mixed-use — A tract of land, building, or structure developed for two or more different uses such as, but not limited to, residential, office, retail, public, or entertainment. The mix of uses may occur either on the same tract of land, but compartmentalized into separate buildings, or located within the same building (e.g., retail on the first floor and office or residential on the floors above the retail).

Neighborhood - A collection of compatible subdivisions.

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Minor collector – A public street that is not a major arterial, or major collector street and is designed to help distribute traffic within residential areas.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Patio home - A single-family residence which has a zero (0) foot side setback on one of the side lot lines.

Personal services — Establishments providing non-medical related services generally related to personal needs, including beauty and barber shops, day spas, garment and shoe repair shops, laundry services (including dry cleaning), photographic studios, dance studios, and health clubs. These uses may include the accessory retail sales of products related to the services provided.

Personal storage – An area used or intended for the storage of materials, vehicles or equipment not in service.

Private – Elements of the development that are not intended for public use and are operated and maintained by a private entity.

Private street - A street that is privately owned and maintained. Private streets may be gated.

Private utilities – Utilities other than water and wastewater. Other utilities may be public and/or private in nature and may include, but are not limited to electrical power, gas, telephone, wireless communication, internet and cable television.

Professional office - A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The development that is planned for the Project Property and is governed this Plan of Development.

Project Property/Property – The approximately 900 acres of land that constitutes the entire Project which is the subject of this Plan of Development.

Property owner's association (POA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a commercial development.

Public facilities – Any non-commercial land use (whether publicly or privately owned) which is to be used and/or allocated for the general good of the public. These uses include, but are not limited to, governmental offices, libraries, parks, and major and minor utilities.

Public safety site – A tract of land containing a building or structure that is designated for police, fire, or emergency services.

Public utilities – Any utilities that are provided by the city, county, or municipal utility district which may include, but are not limited to water and wastewater.

Quad – A specialty type residential land use/product that employs four single family residential units on reduced lot sizes centered on a shared drive. Garage access to these units will be taken

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from the shared drive in order to reduce overall number of curb cuts/driveways within these sections and to promote a greater uninterrupted pedestrian realm for those residents.

Recreational facilities — Any structure or building intended for active recreational use. Recreational uses shall include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, spray-grounds, dog parks, yard games, etc.

Religious assembly – A building or group of buildings used or proposed to be used for conducting organized religious services and accessory uses directly associated with the use.

Restaurant (including carry-out and drive-thru) – A commercial establishment where food and beverages are prepared for consumption either on or off the premises. The sale of alcohol is permitted.

Retail - Retail sales of any article, substance, or commodity within a building or structure.

School (public or private) – An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, art schools, trade schools, and similar facilities.

Shared parking – The use of the same off-street parking stall or stalls to satisfy the off-street parking requirements for two or more individual land uses without significant conflict or encroachment.

Subdivision — The division of a lot, tract, or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose of residential, industrial, office and business development or other uses.

Telecommunication tower – A structure on which there are electronic facilities for receiving or transmitting communication signals.

Temporary use – Any use allowed for a specific period of time. A use that is not of a permanent nature.

Theater – An outdoor or indoor area or building used for dramatic, operatic, motion pictures, or other performances.

Townhome - One (1) of a group of attached single family residences separated by a fire rated wall. Each dwelling unit shall be platted on an individual lot.

Wastewater treatment facilities – Any facility used for the treatment of commercial and residential wastewater for sewer systems and for the reduction and handling of solids and gasses removed from such wastes.

Water plant facilities – Any facility used for the collection, treatment, testing, storage, pumping, or distribution of water for a public water system.

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IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the Plan of Development.

B. Changes to the Code of Ordinance

The Development Regulations section of the Plan of Development addresses only those areas that differ from the existing City of Iowa Colony Code of Ordinances. In the event that an issue, condition, or situation arises that is not specifically addressed in the Plan of Development, the City of Iowa Colony Code of Ordinances in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Variances from the Subdivision Ordinance, Unified Development Code, and Zoning Ordinance

The criteria established in this Plan of Development require variances from the City of Iowa Colony Subdivision Ordinance, the City of Iowa Colony Zoning Ordinances, and the Unified Development Code. These variances are necessary to achieve the community vision established for the Project. Table 5 (and Section III(6) of the Plan of Development pertaining to Drill Sites) describes the requested variances from the subdivision ordinance and their corresponding sections. Table 6 describes the requested variances from the Unified Development Code and their corresponding sections. Table 7 describes the requested variances from the City of Iowa Colony's Zoning Ordinances and their corresponding sections. These variances shall apply to all property within the Plan of Development.

D. Variances from the Design Manual

The criteria established in this Plan of Development require variances from the City of Iowa Colony Engineering Design Criteria Manual (EDCM). These variances are necessary to achieve the community vision established for the Project. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the Plan of Development.

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Maple Farms Plan of Development TABLE 5
Subdivision Ordinance Variances

Ordinance Reference Sec. 22 Final Plat Procedure (31)	Requirement In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or	Proposed The developer would dedicate any additional right- of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the secrow to construct any future road	Difference Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	Justification The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not protical to only improve a small segment of a road. The necessary rish, chans will he
Sec. 27 Planned Unit Developments (D)	road that does meet the city's requirements, to the farthermost boundary of the subdivision. The minimum size of a Plan of Development shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements, and detention basins shall not be included in calculating the 5 percent requirement.	segments within the development when a connecting roadway project is planned at the project boundaries. Open spaces areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	dedicated so these facilities may be improved at the appropriate time. Open space is a central theme of the Project. Drainage ways, detention areas and easements will be utilized as greenbelts that connect the entire community and therefore, should be considered as an amenity.
Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a Plan of Development shall be 60 feet.	The minimum lot width for traditional single family lots shall be 40 feet. The minimum lot width for patio home lots shall be 40 feet. The minimum lot width for townhome lots shall be 19 feet. The minimum lot width for quad lots shall be 120 feet for the four-pack. The minimum lot width for alley product lots shall be 42 feet.	20-foot reduction in width for traditional single-family dwellings. 15-foot reduction in width for patio homes 41-foot reduction in width for townhomes.	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
	The minimum right-of-way for local streets shall be 60 feet	Local streets shall have a minimum right-of- way of 50 feet	10-foot reduction in right-of-way width. 10- foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet and thus will have no effect on traffic circulation. 10-foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.

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The street paving section shall remain 28 feet and thus will have no effect on traffic Project will feature a variety of street types that are designed to serve the variety of land circulation, 10-foot utility easements will be The street paving section shall remain 28 feet. Type 1 Private Streets will be privately The street paving section shall remain 28 feet. Type 2 Private Streets will be privately maintained and may be gated. The right-ofmaintained and may be gated. The right-ofuses and product types within the Project. width allows for the preservation of more This requirement conforms with fire code regulations and is appropriate given the nature of the street type. identified as a Public Utility Easement in order to allow for public utility service. provided where necessary for utility maintenance. Reduction in right-of-way identified as a Public Utility Easement In way for Type 2 Private Streets shall be way for Type 1 Private Streets shall be order to allow for public utility service. N/A open space. both sides of the right-of-way. Paving section 10-foot reduction in right-of-way width, 10-10-foot reduction in right-of-way width, 10-foot utility easements will be provided on considered two points of access in all cases. Clarification that a boulevard entry shall be foot utility easements will be provided on both sides of the right-of-way. Paving 10 feet R.O.W. reduction, no reduction in 10 feet R.O.W. reduction, no reduction in 22 feet R.O.W. reduction, no reduction in 22-foot reduction in right-of-way width. Paving section shall remain 28 feet. section shall remain 28 feet. shall remain 28 feet. paving paving paving feet without a turnaround. Dead end Type 2 private streets that exceed 200 feet in length shall provide an adequate turnaround. two points of access. A divided or boulevard Type 2 private streets may extend up to 200 access for these purposes provided that the Type 1 Private Streets shall have a right-of-Type 2 Private Streets shall have a right-of-All subdivisions shall provide a minimum of Residential streets providing access to lots may have a right-of-way width of 50 feet. divided paving section extends to the first intersecting street. A boulevard shall be acceptable where a second access is not entry shall be considered two points of 28-foot private streets (Type 2) 50-foot private streets (Type 1) 50-foot local streets way of 50 feet. way of 28 feet. available roadway diameter of at least eighty (80) feet and a street property line diameter of at feet and shall be provided at the closed end permanently, shall not be longer than 1200 dead-end streets, shall have a minimum of two access points to existing (or future) All street rights-of-way widths shall be not less than 60 feet. The minimum right-of-way for residential streets shall be 60 feet. The minimum right-of-way for residential streets shall be 60 feet. The minimum right-of-way for residential streets shall be 60 feet. All subdivisions, except those with single with a turn- around having an outside Dead-end streets, designated to be so least one hundred (100) feet. public streets. Sec. 33 Streets, Minimum right-of-way Sec. 33 Streets, Minimum right-of-way Sec. 33 Streets, Minimum right-of-way Sec. 33 Multiple Access Points (E) Sec. 33 Right-of-way widths (K) Sec. 33 Dead End Streets (M) (clarification)

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Sec. 33 Street Design (N)	The details of all street designs shall conform to the city's engineering standards and standard details.	The Plan of Development has established certain street criteria that will apply to streets within this Project in addition to the city's standards.		N/A
Sec. 34 Alleys (B)	The width of alleys within commercial and industrial districts shall be at least 20 feet. The width of alleys within residential districts shall be at least 20 feet where possible; however, a minimum width of 16 feet may be allowed.	In addition to public alleys, the Project may contain private alleys. Private alleys shall have a minimum right-of-way width of 20 feet with a 14-foot paving section.	Any public alleys shall meet the minimum standard.	Private alleys shall be privately maintained.
Sec. 34 Alleys (D) (clarification)	Dead-end alleys shall be avoided where possible but when unavoidable, adequate turnaround facilities at such dead end shall be provided.	Dead-end alleys will be avoided but may be necessary or more desirable in certain circumstances. Dead-end alleys greater than 150 feet in length shall provide an adequate turnaround.	Clarification that a dead-end alley may be avoidable, but undesirable and therefore permitted provided that the dead-end does not exceed 150 feet in length.	The fire code allows for dead-end access without a turnaround up to 150 feet in length.
Sec. 36 Blocks (D)	No block shall exceed 1,200 feet in length in residential or commercial developments.	The maximum block length for major thoroughfares shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum which of 50 feet which may have a maximum block length for collectors and neighborhood collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 additional feet on major thoroughfares. 2,800 additional feet for major thoroughfares that run parallel to drainage features with a minimum width of 50 feet. 600 additional feet for collectors and neighborhood collectors. 800 additional feet along pipelines and drainage features.	Generally, intersections along major thoroughtares and collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.
Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for all single- family lots and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the	S-foot reduction for front setbacks for lots. 10-foot reduction for porches having a minimum depth of 6 feet. 15-foot reduction for side-entry garages. 15-foot reduction for side setbacks on corner lots.	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.

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the overall "look and feel" of the community. The proposed means of access allow for safe and efficient vehicular and emergency The developer will build all necessary streets All lots shall have adequate access. Allowing for a variety of street "scenes" will enhance necessary component in achieving a healthy necessary component in achieving a healthy within the Project and the City will not have and area is necessary in order to achieve a Allowing reductions in minimum lot width A greater variety of housing products is a A greater variety of housing products is a variety of housing products which is an essential component of healthy and to fund any street improvements. and sustainable community. and sustainable community. sustainable communities. The developer will build all necessary streets within the Project and the city will not have Double and reverse frontage lots may be permissible on alley products and/or quads. Lots will have satisfactory access by one of multiple means. reduction in area (traditional single family) 20-foot reduction in width and 1,900 s.f. reduction in area (patio homes) 41-foot reduction in width and 4,400 s.f. reduction in area (townhomes) 20-foot reduction in width and 1,700 s.f. 18-foot reduction in width and 1,700 s.f. to fund any street improvements. reduction in area (alley product) Ş Each single-family lot shall have frontage on The minimum lot width for traditional single family lots shall be 40 feet with a minimum streets within the Project. The entire cost of permissible on alley products and/or quads. The minimum lot width for patio home lots vehicular access must be provided by a local The minimum lot width for townhome lots 120-feet for the four-pack with a minimum thoroughfares, collectors, and local streets ieet. Side-entry garages must be set back a Flag and/or key shaped lots are allowed in specialty product. The minimum lot width for quads shall be shall be eligible for reimbursement by the The minimum lot width for alley products Double and reverse frontage lots may be area. When lots front on a common area, shall be 40 feet with a minimum area of shall be 19 feet with a minimum area of shall be 42 feet with a minimum area of a local street, private street, or common The developer shall bear the cost of all street, private street, or alley. minimum of 10 feet area of 4,600 s.f. area of 3,500 s.f. 4,400 s.f. MUD. shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six requires a pavement wider than the thirty-eight (38) feet, the City shall provide funding for the increased width subject to the thousand three hundred (6,300) square feet. the larger street and construct up to a thirty-Access to public streets. The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street. Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions the local street requirements, the developer shall dedicate the right-of-way required for standards. Where the major Thoroughfare Plan requires street widths over and above eight (38) foot wide pavement. If the City Double and reverse frontage lots. Double should be avoided unless backing up to a major thoroughfare. Flag and key shaped lots. No flag or key-shaped lots are allowed. development according to minor street construction of all roadways within the The developer shall be responsible for frontage and reverse frontage lots Sec. 37 Lots (B) Lots Smaller Than One Acre #6 Sec. 37 Lots (B) Lots Smaller Than One Acre Sec. 40 Additional Street Requirements (B) Sec. 37 (B) Lots Smaller Than One Acre #2 Sec. 37 (B) Lots Smaller Than One Acre #5 #

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	availability of funds and within legal imitations.			
Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for construction of necessary improvements on all perimeter streets to bring the pavement and curbing up to minor street standards for the street abutting the development.	The developer would dedicate any additional right-of-way will be dedicated for right-of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the escrow to construct any future road segments within the development when a connecting roadway project is planned at the project boundaries.		The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only Improve a small segment of a road. The necessary right-of-way will be dedicated so that these facilities may be improved at the appropriate time.
Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the city's deagn criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space Sidewalks will be constructed prior to areas shall be constructed prior to acceptance by the city rather than the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.

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TABLE 6 Unified Development Code Variances

Unified Development Code Reference	Requirement	Proposed	Difference	Justification
Section 3.1.2.6.C	The planting scheme for street trees shall be such that no street tree is planted closer than twenty feet [20') to any other street tree (whether an existing tree or a tree planted hereunder) with the trees being spaced without extreme variation in distance across each block face frontage taking into account existing site conditions and driveway locations.	Closer than 20' feet	Closer than 20' feet	By diversity of street trees an increased biodiversity, habitat creation, and naturalistic planting areas will be created throughout the development for the added benefit and use of future residents and fauna.
Section 3.2.1.3.E	identification of the required amount of parkland is to be indicated on an approved subdivision plat.	Identification of the required amount of parkland is to be indicated in this document.	Identification of the required amount of parkland is to be indicated in this document.	The parks, open space and trails plan will define the required parkland for the Project.
Section 3.2.1.6	In addition to the provisions for neighborhood parks by dedication of land (public or private) or the payment of fees in lieu thereof as described above, a developer shall contribute an additional four hundred fifty dollars (\$450.00) per dwelling unit for the development of regional parks.	The City may consider Regional Parkland land dedication in lieu of monetary contribution in the amount of \$450.00 per dwelling unit. This agreement shall only be approved by the City Council.	Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master Parks Plan.	The open space and trails provide an exceptional amount of regional parkland that will be available for public use. Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master
Section 3.5.3.1.A.1	If the property frontage is not on a designated super arterial or major arterial, the front wall of the building shall be located on a build-to building setback line located ten (10) feet from the ultimate light-of-way line of the street along the front of the property	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.1.A.2	if property frontage is on a designated super arterial, the front wall of the building shall be located on a build-to building setback line of seventy-one (71) feet from the ultimate right-of-way line of the street along the front of the property.	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.7.A	Building height in lowa Colony is restricted to a maximum of two (2) stories, but in no case more than thirty-five (35) feet from the natural ground elevation, as fire protection above that height is not now possible	Buildings height shall be a maximum of 3 stories.	Bulldings height shall be a maximum of 3 stories.	Allows for higher flexibility and more varying uses of commercial properties.

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Maple Farms Plan of Development TABLE 7
Zoning Ordinance Variances

1				
Ordinance Reference	Requirement	Proposed	Difference	Justification
Section 56.B.7 Table 5	A minimum of 6 parking spaces per 1,000 s.f. (medical office)	A minimum of 4 parking spaces per 1,000 s.f. (medical office)	A reduction in 2 parking spaces per 1,000 s.f. (medical office)	Allows for higher flexibility and more varying
		facility in the second	THEOLOGICAL	uses of confinercial properties.
Section /4.d.III.A.1	Compensating open space must be	Compensating open space must be	Increase total compensating open space	Allows for greater use of natural elements to
	reasonably dry and flat with no more than	reasonably dry and flat with no more than	allowed within one hundred (100) year flood	be used to full potential. Utilizing natural
	twenty-five (25) percent of the total required	fifty (50) percent of the total required	plain to fifty (50) percent	floodways will allow residential sertions to
	namencating open space to be located	compensating ones coare to be located		and the state of t
	within the one hundred (100) year floodalain	within the one hindred (100) year floodalain		access tidli lietwork and greenway.
	and/or within a non-permanent wet location	and/or within a non-permanent wet location		
	of a drainage detention area	of a drainage detention area		
Section 74.d.iii.A.iv	Any area with single-family residential lots	No Traditional Single Family Residential	Only townhomes and other specialty product	HOA will have set maintenance and
	less than five thousand (5,000) souare feet in	product shall have lots maintained by the	lots shall have front lawn maintenance	landscape anidelines that will be enforced for
	Int area chall provide a property owners	100 Louising toursharm and other	ACT of the second secon	
	or all call and all and a property owners	DOM: DOMENTI, LOWINIUMES AND OUNE	Mountain of manyord	raditional Sugle Family Residential lots, and
	association to maintain the front yard	specialty product lots shall have front lawn		town homes and other specialty products
	between the face of the front of the house	maintenance provided by the HOA.		shall have front lawn maintenance provided
	structure and the front property line of each			hy the HOA
	lot for the area containing single-family			
	recidential lots loss than five thorsend			
	(5,000) square feet in lot area			
Section 74.d.lii.A.vii	Any area with single-family residential lots	Traditional single family residential lots may	Traditional shalls family residential lots may	Allowing a prestor varion of housing
	less than sixtuely hundred	have a maximim by coverage of 60%	house a mariement for commence of COR	Section of the land of the lan
	(C COO) carrier foot of total factors	Mare a moviment for coverage of poziti	ואס כי וווסעוווותון וסר כס פן פעב כו פעשי	לו מחרבי פואן אפונפנומנו זע עופאושותען ומר
	מיססס אלתקוב ובבר עו וחר קובק צויקוו ווסאב נווב			coverage is a necessary component to
	primary residential structure constructed	Patio Home residential lots	Patio Home residential lots	achieve a healthy and sustainable
	with the following minimum and maximum	may have a maximum lot coverage of 70%.	may have a maximum lot coverage of 70%.	community.
	building floor area: Single-family lots, within a			
	single-family residential lot area with lots less	Townhome recidential lots	Townhome residential lots	
	than civities bundand 16 6001 results doct in	200 Section and annual section of 2000	Social control of the second second	
	than sixty-six numared (o, boo) square reet in	may have a maximum for coverage of 70%.	may have a maximum for coverage of 70%.	
	lot area, with a lot area between five			
	thousand (5,000) square feet and	Quad residential lots	Quad residential lots	
	sixty-six hundred (6,600) square feet require	may have a maximum lot coverage of 70%.	may have a maximum lot coverage of 70%.	
	a minimum building floor area of twenty-four		•	
	hundred (2,400) square feet (not including	Alley residential lots	Alley residential lots	
	the attached garage area) and a maximum	may have a maximum lot coverage of 70%	may have a maximum lot coverage of 70%	
	first floor building coverage of fifty (50)			
	percent of the single-family residential lot			
	area: single-family residential lots, within a			
	single-family residential lot area with lots less			
	than sixty-six hundred (6.600) square feet in			
	of area hetween four thousand (4 000)			
	source feet and five thousand (5,000) source			
	feet require a minimum building floor area of			
	twenty-five hundred (2.500) square feet (not			
	inclination attached parage areas and a			

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Allowing reductions in minimum lot setbacks products which is a necessary component in is necessary in order to achieve a variety of community. This will also allow for a greater Allowing an increase in maximum lots will housing products which is an essential component of healthy and sustainable allow for a greater variety of housing achieving a healthy and sustainable ad valorem tax base. communities. A traditional single-family residential lot shall rear setback if front loaded and shall have a minimum 20-foot rear building setback if rear residential lots with a lot area less than sixty-The Plan of Development area may contain more than five hundred (500) single-family Patio homes shall have a minimum 10-foot Alley product shall have a minimum 5-foot six hundred (6,600) square feet in lot area. Townhomes shall have a minimum 5-foot Quads shall have a minimum 5-foot rear have a minimum 10-foot rear building rear building setback. rear building setback. building setback. A traditional single-family residential lot shall minimum 20-foot rear building setback if rear rear setback if front loaded and shall have a residential lots with a lot area less than sixty-Patio homes shall have a minimum 10-foot The Plan of Development area may contain Alley product shall have a minimum 5-foot more than five hundred (500) single-family six hundred (6,600) square feet in lot area. Townhomes shall have a minimum 5-foot Quads shall have a minimum 5-foot rear have a minimum 10-foot rear building rear building setback. rear building setback. building setback. 6,600) square feet in area shall be located no (24) feet between the face of the garage door ots less than sixty-six hundred (6,600) square between the rear-loaded garage and the alley naximum first floor building coverage of fifty ot area; single-family residential lots, within han sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (5,600) square feet in lot area but feet in lot area shall have a minimum twenty line unless the lot has rear alley access which any other fence or structure and a minimum residential development having single-family development having single-family residential our thousand (4,000) square feet require a (50) percent of the single-family residential a single-family residential lot area with lots thirty-five hundred (3,500) square feet and (20) feet building setback from the rear lot and the opposing alley paving edge line or garage is twenty (20) feet. The perimeter boundary of a single-family residential lots less than sixty-six hundred single-family residential lots with a lot area minimum building floor are of twenty-five at least thirty-five hundred (3,500) square other structure. If the driveway connection minimum rear building setback line for the feet in area. No Plan of Development area may contain more than five hundred (500) less than sixty-six hundred (6,600) square maximum first floor building coverage of Any single-family residential lot, within a single-family residential lot area with less of three (3) feet rear building line for any is to provide required on-site parking, the (1,320) feet to the perimeter boundary of less than sixty-six hundred (6,600) square closer than thirteen hundred and twenty feet in lot area, with a lot area between shall require a minimum of twenty-four hundred (2,500) square feet and a another single-family residential forty-five (45) percent. feet in lot area Section 74.d.iii.2.a Section 74.d.iii.l.1

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TABLE 8

Engineering Design Criteria Manual Variances

Design Manual Reference	Requirement	Proposed	Difference	Justification
Chapter 6.3.1.D	Minimum width requirements for a right-of-way: Local streets: 60 feet.	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side. A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.
Chapter 6.3.1.E	Pavement width on local streets is 28' B-B for "low density" residential developments and 32' for "medium density" residential streets.	Paving width shall be 28' B-B for all residential streets.	Consistent paving width of 28' regardless of housing density.	Consistent paving width provides a predictable street design standard. Housing density in single-family residential neighborhoods is of a consistent character regardless of numerical density and does not affect street usage.
Chapter 6.3.1.1.m	Preferred cul-de-sac length of 600' or less; if exceeding 600' length the cul-de-sac increases to 45' paving radius in 50' ROW radius.	Maximum cul-de-sac length of 800' before wider Maximum length increased by 200'. paving radius is triggered.	Maximum length increased by 200'.	Standard suburban curvilinear street design is meant to encourage cul-de-sac designs, but the 600' length is arbitrarily short and limits the practical ability to provide culs-de-sac for the community.

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E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of Plan of Development. Appeals to the Designated Official's interpretation may be made to City Council within thirty (30) days of the date of the interpretation.

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of lowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the Plan of Development and do not result in the reduction of open space by more than ten (10) percent within the project or exceed the maximum number of dwelling units permitted.

Decisions by the Designated Official regarding administrative changes shall be subject to appeal by the City Council. The following categories shall be considered administrative changes, but are not limited to:

- The addition of new information to the Plan of Development, including maps or text that does not change or affect any of the regulations or guidelines contained therein. May include copies of the Developer's residential and commercial guidelines as applicable or any overall landscape plan and related tree/plant lists as may be developed through the course of this development, as well as any additional appendices that may be necessary to include and would not constitute a substantial change to the development as outlined below.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water, and sewer systems.
- Changes of land uses shown in the Land Use Plan within the Plan of Development, division
 of areas or combinations of areas provided there is not a net loss of open space and no net
 increase in the total of units allowed. Updated versions of the Land Use Plan may be
 provided over the course of this project in order to show current progress or developed
 areas.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in within this Plan of Development for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school, park sites, trails, or any other community feature.
- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted
 use but may be determined to be analogous and/or accessory to a permitted use as
 determined by the City's Designated Official.

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The City's Designated Official shall have the authority to make a determination whether an administrative approval is appropriate regarding any situations or circumstances that are not specifically listed here.

G. Substantial Change

The Plan of Development may be substantially amended by submitting a Plan of Development Amendment to the City of Iowa Colony. A modification shall be considered a substantial change if the open space is reduced by more than 10% or there is a net increase in the total of units allowed.

H. Fees

This Plan of Development will be the governing document for any future development ordinances passed that impact this Project. The developer acknowledges that the fee schedule may increase and will comply with increases in fees. All fees shall be fair and reasonable.

I. Sales Tax Sourcing

The Developers shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.

J. Noncompliance

Noncompliance of the Plan of Development will result in withholding of building permits within the boundaries of the Plan of Development.

K. Expiration

The terms and regulations as outlined within this Plan of Development are intended to ensure adequate and predictable development regulations for the life of this project for the benefit of the City and the Developers. The terms of this Plan of Development shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. To that effect, this Plan of Development have an expiration date of fifteen years and will be the primary governing document for this property except as amended by necessity over the course of the project.

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. 90; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 90 within the corporate limits of the City; and

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

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

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

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

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

- <u>Section 1.</u> The City Council hereby finds that all statements contained in the preamble or in any other part of this Resolution are true.
- Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 90 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 90, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit 'B" and incorporated herein in full.
- <u>Section 3.</u> 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.

Item 11.

PASSED AND APPROVED ON THIS _	DAY OF	2024.
	CITY OF IOWA C	OLONY, TEXAS
A STATE COT	MAYOR	
ATTEST:		
CITY SECRETARY		

Exhibit A

The Property

Exhibit B

Consent Conditions

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

- (b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.
- (c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.
- (d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.
- (e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

- (f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.
- (g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.
- (h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.
- (i) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon sixty (60) days' prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District or the Out-of-District Property (as defined in the Utility Agreement entered into by and between the Petitioner and the City), following full build-out within the District and the Out-of-District Property, shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District

will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

(h) This consent shall automatically be revoked if the Tract, as defined in the Development Agreement by and Among The City of Iowa Colony, Texas, and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller Trust, and Gen-Skip LLC, executed on or about the date of this Resolution, is not removed from the extraterritorial jurisdiction(s) of both the cities of Sandy Point and Alvin on or before January 31, 2025.

Exhibit D Utility Functions Agreement

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §

S
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 MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successors or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successors or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successors or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90, 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 Developers 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. representations herein by said District at this time represent Developers' 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, 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 Developers intend to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 807.8 acres to be located within 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 within and 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;

<u>AGREEMENT</u>

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:

"Annual Payments" shall mean the annual payments to be made by the City to the District, as provided in Article VI hereof.

"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.

"City Tax Rate" shall mean the City's ad valorem tax rate (excluding the debt service component) as calculated pursuant to Article VI of this Agreement.

"Development Agreement" shall mean the Development Agreement by and Among the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, Et Al. dated August 12, 2024.

"District" shall mean Brazoria County Municipal Utility District No. 90, 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 807.8 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 Gannett Fleming, or its replacement, successor or assignee.

"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" includes the Wastewater Facilities and Water Facilities as further described herein.

"Interim Wastewater Facilities" means one, or more, steel erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Interim Wastewater Facilities will be solely funded by District and/or Developers. The ownership and operation of the Interim Wastewater Facilities shall be governed by Section IV below.

"Out-of-District Property" means the approximately 92.94 acres of land shown on **Exhibit B** attached hereto and any additional land acquired by Developers located within the corporate limits of the City of Sandy Point, Texas with the consent of the City.

"Permanent Wastewater Facilities" means one, or more, concrete erected wastewater treatment service plants, and sites, necessary to serve the District and Out-of-District Property. The Permanent Wastewater Facilities will be regional and constructed on a regional site to be acquired and designated by the City.

"Wastewater Facilities" means, collectively, the Interim Wastewater Facilities and the Permanent Wastewater Facilities.

"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 one, or more, permanent water plant facilities, sites, and one, or more, water wells necessary to serve the District. It is anticipated that at least one permanent water plant will be necessary to serve the District, with the associated water well(s) sufficient to provide at least 500 gallons per minute ("GPM"). The design and construction of the Water Facilities will be solely funded by District and/or Developers. The ownership and operation of the Water Facilities shall be governed by Section 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 or channels, or 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 <u>Construction of the Facilities</u>. 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 Reserved.

Road Facilities. The City and the District acknowledge that the development of the District shall be undertaken in various phases over many years. As a result, the parties acknowledge that certain Facilities, while potentially required if future development occurs within and/or nearby the District, may need to be deferred until such a construction need arises. With regards to the public roads within the District, the District shall not be required to build those portions of any major arterial, thoroughfare, or collector roads that will create dead-end road segments to the boundaries of the District until the earlier of i) at least 75% of then-projected equivalent single-family connections to be developed in the District have been connected to the water supply system serving such connections, ii) 15 years from the Effective Date, or iii) for any particular road segment, within 24 months of the City's approval of a plat for development adjacent to the District where such road segment would connect or serve upon completion (the earliest of these events will constitute the "Trigger Point"). After the Trigger Point has been reached, the District's capital project funds may only be used (except for emergency purposes) to construct those portions of the regional road projects unless the Developers have otherwise provided an escrow deposit to the City for the cost of such facilities. Furthermore, upon reaching the Trigger Point, a Developer and/or the District may request a variance or approval from the City to defer the construction of the applicable roads until such time as the District is 90% developed. The City, in its sole discretion, may grant or deny the deferral of road construction to the 90% benchmark as described herein. Notwithstanding the foregoing, neither the District nor any Developer will be required to construct any Facilities that, at the time of the Trigger Point, will be required to be removed, altered, or replaced due to the planned construction of a regional road project.

ARTICLE III WATER FACILITIES

3.01. <u>Ultimate Provider and Ownership</u>. 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 for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to the terms of Section 3.09 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Thus, the City shall provide the District with its ultimate requirements for water supply as needed and required by the District through these Water Facilities constructed by the District. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Water Facilities to provide sufficient water supply capacity for the District and the Out-of-District Property. Should the City elect to oversize, upsize, or expand any of the Water

Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

- 3.02. Rates. After the City's acceptance of the Facilities, 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; provided, however, that the City may charge any customers of the Water Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation. After the City's acceptance of the Facilities, all revenues from the Water Facilities shall belong exclusively to the City.
- 3.03. <u>Meters and Tap Charges</u>. 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.
- 3.04. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, unless necessitated by the needs of the development of the Tract or Out-of-District Property, as determined by the Engineers, should the City elect to connect the Water Facilities to the City's regional water supply and distribution system, the City shall design, fund, and construct any such necessary water distribution facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Water Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.
 - 3.05. Reserved.
 - 3.06. Reserved.
- 3.07. 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 plants (including those which have been constructed and conveyed by the District to the City), provided that this provision

shall not be interpreted to alter the District's obligation to construct all Water Facilities necessary to serve the Tract.

- 3.08. <u>Water Impact Fees</u>. 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, Developers, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fee to the City.
- 3.09. Out-of-District Water Supply and Distribution Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, nothing herein shall prevent, and the City shall not object to, the Water Facilities providing water supply and distribution service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any water supply and distribution services from the Water Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE IV WASTEWATER FACILITIES

- 4.01. <u>Ultimate Provider and Ownership.</u> As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Wastewater Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to Section 4.10 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.
- 4.02. <u>Construction of Wastewater Facilities Phasing</u>. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Interim Wastewater Facilities to provide sufficient wastewater treatment capacity for the District and the Out-of-District Property. The Interim Wastewater Facilities will be permitted by the TCEQ and leased by the District. Any lease payments associated with the Interim Wastewater Facilities (the "Lease Payments") shall be paid solely by the District.

After construction of the Interim Wastewater Facilities has been commenced by the District, and until such time as at least one of the Interim Wastewater Facilities' wastewater treatment plant is operational, the District shall be permitted to pump and haul wastewater from a manhole within the District to another permitted wastewater treatment facility. At such time as the District has seventy-five (75) active single-family residential connections (as demonstrated by corresponding certificates of occupancy), the District will not be able to add any additional connections until the Interim Wastewater Facilities have been completed and placed in service.

<u>Construction of Permanent Wastewater Facilities - Phasing.</u> The District and Out-of-District Property will be required to participate in the regionalization of wastewater treatment services by funding the construction of its Permanent Wastewater Facilities (or expanding existing City wastewater treatment plants(s)) at the City's regional wastewater treatment plant site to be located at 1001 County Road 64, Rosharon, Texas, 77583 (the "Regional Plant Site"). The District shall bear the costs of the necessary lines and appurtenances to convey wastewater to the Regional Plant Site as more specifically provided for in Section 4.06 of this Agreement. Upon the earlier of (a) the average daily flow in the Interim Wastewater Facilities reaching 75% of the cumulative design capacity for all interim phases, (b) twenty years from the date the first phase of an Interim Wastewater Facility was placed into service, or (c) the date the District/Developers are required to deposit the Escrowed Funds (as defined below) the City shall commence the design of the first phase Permanent Wastewater Facilities at the Regional Plant Site and thereafter proceed with diligence to construct the Permanent Wastewater Facilities to provide wastewater treatment services to the District. The City shall complete construction, subject to District funding, of the final phase of the Permanent Wastewater Facilities no later than 20 years from the date the final phase of all Interim Wastewater Facilities was put into service.

At the time of filing with the City a preliminary plat that would include the 1,500th single-family residence in the District, the District and/or Developers shall be required to escrow with the City the estimated costs of the design and construction of the District's Permanent Wastewater Facilities as estimated in good faith by both the Engineers and the City engineer (the "Escrowed Funds"). The City shall separately account for the Escrowed Funds and use such funds, including accrued interest thereon, solely for the design and construction of the Permanent Wastewater Facilities. The District/Developers shall only be responsible for funding wastewater treatment capacity necessary to serve the District and the Out-of-District Property to the effect that the District/Developers shall neither incur, nor pay, any costs related to the design or construction of the District's Permanent Wastewater Facilities to the extent such facilities are oversized to serve other third parties. Upon completion of the construction of the Permanent Wastewater Facilities, the City will perform a final accounting of the costs of the design and construction of same and provide a copy of the accounting to the District. If the costs exceed the amount of Escrowed Funds, including interest earned thereon, the City shall invoice the District for the difference, and the District shall pay such invoice within 45 days of receipt. If the accounting shows a surplus of Escrowed Funds, the City shall

refund such overpayment to the District within 45 days. The District / Developers shall have reserved for themselves, in the Permanent Wastewater Facilities, all capacity funded by the District/Developers pursuant to this Section to serve the Tract and the Out-of-District Property. The City shall not make additional wastewater commitments to other parties that would negatively impact the District and Developers' reservations set forth in the immediately preceding sentence.

- 4.04. Rates. After the City's acceptance of the Facilities, 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 all areas of the City; provided, however, that the City may charge any customers of the Wastewater Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation.
- 4.05. <u>Meters and Tap Charges</u>. 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.
- 4.06. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The District and/or Developers shall design, finance, and construct such necessary wastewater facilities (including, but not limited to, force mains, lift stations, and associated property acquisition and/or road improvements) to connect the Tract and the Out-of-District Property to the Permanent Wastewater Facilities located at the Regional Plant Site (the "Offsite Wastewater Line Extensions"). In the event that the City constructs the Permanent Wastewater Facilities at a different location than the Regional Plant Site, then the City shall bear all costs associated with the design and construction of the Offsite Wastewater Line Extensions in excess of the cost (as estimated in good faith by both the Engineers and the City engineer) to design and construct the Offsite Wastewater Line Extensions to Regional Plant Site. The District and the City shall cooperate on the timing of the construction and location of the Offsite Wastewater Line Extensions.
- 4.07. <u>Wastewater Connections</u>. The District may construct multiple connections between the Permanent 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, but which shall be located within the District's boundaries (the "Wastewater Points of Connection"). All wastewater collected from customers within

the District and the Out-of-District Property shall be delivered through the Wastewater Points of Connection. The City shall, within eighteen (18) months of the anticipated completion of the Permanent Wastewater Facilities, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Wastewater Points of Connection.

- 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 treatment plants (including those which have been constructed and conveyed by the District to the City), provided that this provision shall not be interpreted to alter the District's obligation to construct all Wastewater Facilities necessary to serve the Tract.
- 4.09. <u>Wastewater Impact Fees</u>. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.
- 4.10. Out-of-District Wastewater Collection and Treatment Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater collection and treatment services to serve the District, nothing herein shall prevent, and the City shall not object to, the Wastewater Facilities providing wastewater collection and treatment service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any wastewater collection and treatment services from the Wastewater Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

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) <u>Tax Levy</u>. 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 <u>Purpose for Bonds and Use of Bond Proceeds</u>. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities, 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 Reserved.

- 5.04. 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; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.
- 5.05. 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 ANNUAL PAYMENTS AND DISTRICT TAXES

6.01. <u>Calculation of Annual Payments</u>. In consideration of the acquisition and construction of the Facilities by the District and in order to comply with Texas Commission on Environmental Quality rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make an annual payment to the District ("Annual Payment"). The Annual Payment shall only be made based on the City's tax revenues actually collected and received by the City from real property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be rebated to the District under this Section. Expressed as a formula, the Annual Payment is: City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage. The City shall not rebate any portion of the debt service component of its tax rate to the District.

The structure of the District's receipt of the Annual Payments shall be as follows	The structure of the	District's recei	pt of the Annu	ial Payments shal	ll be as follows:
--	----------------------	------------------	----------------	-------------------	-------------------

2025-2029	Annual Payment equal to 100% of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage
2030-2034	Annual Payment equal to 75% of the City's Tax Rate of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage
2035-2039	Annual Payment equal to 50% of the City's Tax Rate of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage

The Parties recognize that the City Tax Rate may increase or decrease over time. As such, the City shall annually reevaluate and determine the City Tax Rate for the purposes of this Agreement. The Parties shall use the City's most recent Comprehensive Annual Financial Report and the District's most recent certified tax roll from the Brazoria County Appraisal District. The Annual Payment shall be used by the District to pay for the design and construction of water, sewer, and drainage facilities, park and recreational facilities or road facilities or to pay debt service on outstanding bonds issued by the District.

¹ This formula is included for ease of calculation. As described above, the Annual Payment is funded from the taxes actually collected and received by the City. However, as there will inevitably be corrections, supplements, and adjustments to the tax rolls (as further described in Section 6.03), the formula included here simplifies the complex math associated with such changes.

- 6.02. Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each May 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g., if the District receives a tax roll for the calendar year 2027, the Annual Payment for such year will be due May 1, 2028). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid.
- Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual Payment. The parties recognize and acknowledge that, from time to time, the Brazoria County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of the Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather than payment within such 45 days, the next Annual Payment shall be adjusted accordingly. The obligation of the City to make Annual Payments to the District shall terminate on (i) the date when all of the District's obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Annual Payment shall be made with respect to tax years 2040 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District's Assets and assumes the District's Obligations as provided by law and Article VII, below.
- 6.04. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the

City from time to time in the City's Department of Finance and Administration, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

- 6.05. <u>District Taxes</u>. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund; and (ii) for maintenance purposes all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to, or initiates a lawsuit for, unpaid taxes.
- 6.06. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VII DISSOLUTION OF THE DISTRICT

- 7.01. <u>Dissolution of District Prior to Retirement of Bonded Indebtedness</u>. 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:
 - At least 95% of the District's Facilities have been developed; and
 - 2. The costs of the Facilities 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.

7.02. 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 VIII REMEDIES IN EVENT OF DEFAULT

- 8.01 <u>Default by Either Party</u>. 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.
- 8.02 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 IX MISCELLANEOUS PROV<u>ISIONS</u>

9.01. Assumption by the District. Developers covenant and agree 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, or in the event that the District has not been created by December 31, 2025, either Developers 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 Developers 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 Property until the failure has been cured.

- 9.02. <u>Permits, Fees, Inspections</u>. 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.
- 9.03. 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.
- 9.04. <u>Approvals and Consents</u>. 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.
- 9.05. 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: City Manager Maple Farms: Maple Farms Holdings LLC

1333 West Loop South, Suite 910

Houston, Texas 77027 Attn: Mr. Itiel Kaplan

itiel@mapledevelopmentgroup.com

521 Opportunity: 521 Opportunity LLC

24000 AJ Foyt Road Hockley, Texas 77447 Attn: Mr. Mark Terpstra

mark@texaslandinvestments.net

Gregory Lloyd Miller Trust: Gregory Lloyd Miller Trust

3 Wexford Court

Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

Gen-Skip: Gen-Skip LLC

3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

District: Brazoria County Municipal Utility District No.

90

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027 Attn: Mr. Robert A. Seale

rseale@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.

9.06. <u>Assignability</u>. 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 9.06, 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, 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.

- 9.07. 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.
- 9.08. <u>Reservation of Rights</u>. 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.
- 9.09. <u>Parties in Interest</u>. 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.
- 9.10. 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 Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance 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 Consent Ordinance.
- 9.11. <u>Captions</u>. 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.

- 9.12. <u>Interpretations</u>. 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.
- 9.13. <u>Severability</u>. 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.
- 9.14 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.

- 9.15 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, 2025.
 - 9.16 <u>Statutory Verifications</u>. Each Developer makes the following verifications in this section:
 - a. <u>No Boycott of Israel or Energy Companies</u>. By signing and entering into the Agreement, each 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, each 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. <u>Chapter 2252, Texas Government Code</u>. Each 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. Each 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 12th day of August, 2024.

THE CITY OF IOWA COLONY, TEXAS
Mayor
ATTEST/SEAL
City Secretary
APPROVED AS TO FORM:
City Attorney

		MAPLE FARMS HOLDINGS LLC, a Texas limited liability company
		By: Name: Title:
THE STATE OF TEXAS	§ §	
COUNTY OF	§ §	
, 2024, by		edged before me on the day of of Maple Farms Holdings LLC behalf of said limited liability company.
(NOTARY SEAL)		Notary Public, State of Texas

		521 OPPORTUNITIES LLC, a Texas limited liability company
		By:
		Name:
		Title:
THE STATE OF TEXAS	§	
	§	
COUNTY OF	§	
, 2024, by Texas limited liability com	pany on beha	of 521 Opportunities LLC, alf of said limited liability company.
	ī	Notary Public, State of Texas
NOTARY SEAL)		•

		By: Name:		LLER TRUST
THE STATE OF TEXAS	§ §			
COUNTY OF	§			
This instrument was a, 2024, by				
on behalf of said trust.				
			11. 0	
(NOTARY SEAL)		Notary Pu	blic, State of	Texas

	GEN-SKIP LLC,	
	a Louisiana limited liability company	
	By:	
	Name:	
	Title:	
THE CTATE OF TEVAC	c	
THE STATE OF TEXAS	§	
COLINETY OF	§	
COUNTY OF	§	
	knowledged before me on the day of , of Gen-Skip LLC,	
	mpany on behalf of said limited liability compar	ıv.
, .		-, -
	Notary Public, State of Texas	
(NOTARY SEAL)	•	

BRAZORIA COUNTY MUNICIPAL

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

UTILITY DISTRICT NO. 90 By: _____ Name: Title: President, Board of Directors 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. 90, on behalf of said entity. Notary Public, State of Texas Printed Name: _____ My Commission Expires: _____ (SEAL)

Exhibit A

District Boundaries

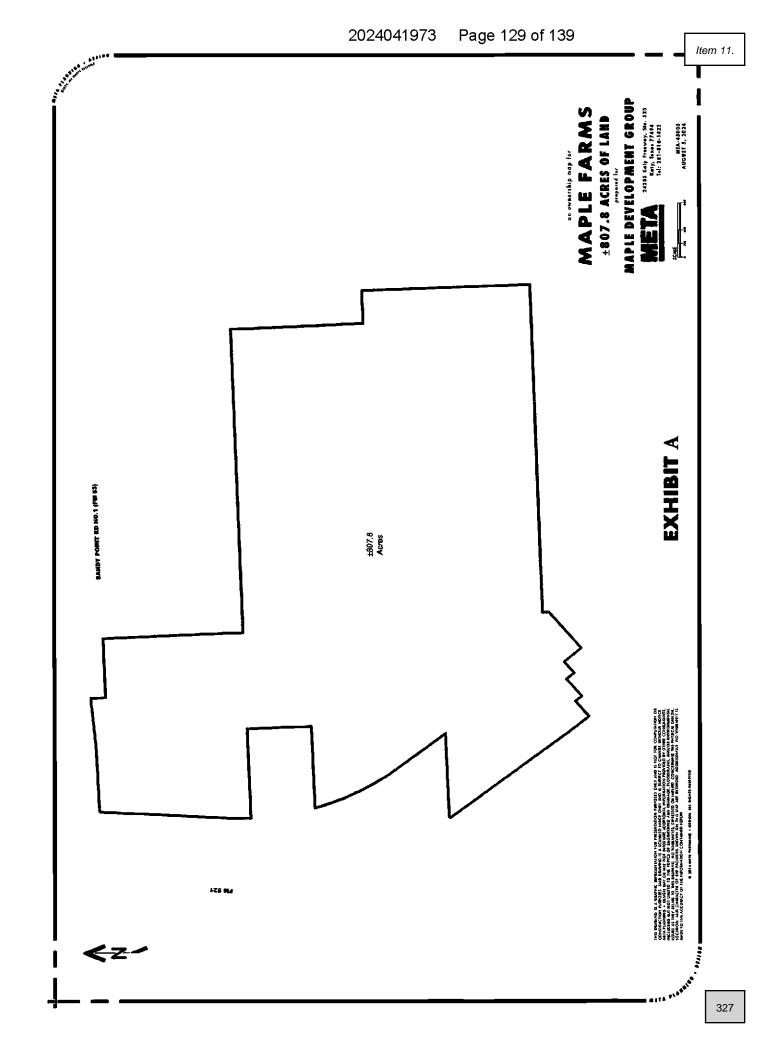


Exhibit B

Out-of-District Property

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, MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successor or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns ("521 Opportunity"); GREGORY LLOYD MILLER, TRUSTEE OF THE GREGORY LLOYD MILLER TRUST, or its successor or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Petitioner" and, collectively, the "Petitioners"), 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 807.8 acres currently located outside the corporate limits or extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) of any municipality.
- 2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
- 3. The Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that owns the Land or has an ownership interest in any part of the Land. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have 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 while the Development Agreement between the City of Iowa Colony and Petitioners is in effect as to the Land.

Respectfully submitted this	day of	, 2024.
Respectium submitted this	uay or	, ZUZ 1 .

MAPLE FARMS HOLDINGS LLC,

a Texas limited liability company

		_		
THE STATE OF TEXAS	§ §			
COUNTY OF	§ §			
This instrument was a, 2024, by a Texas limited liability com			of Maple	Farms Holdings LLC
A LOTTA DV CTALL)		Notary I	Public, State of	Гехаѕ
(NOTARY SEAL)				

Notary Public, State of Texas

521 OPPORTUNITIES 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 _____ ___, 2024, by ______ of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

(NOTARY SEAL)

	GEN-SKIP LLC, a Louisiana limited liability company
	By: Name: Title:
THE STATE OF TEXAS	§ .
COUNTY OF	§ § §
, 2024, by	knowledged before me on the day of , of Gen-Skip LLC, ompany on behalf of said limited liability compar
(NOTARY SEAL)	Notary Public, State of Texas

GREGORY LLOYD MILLER TRUST

		Name:	<u> </u>	
THE STATE OF TEXAS	§			
	§			
COUNTY OF	§			
This instrument was a	acknowledg	ed before m	e on the	day of
, 2024, by				
on behalf of said trust.			_	, ,
		Notary Pul	olic, State of T	exas

EXHIBIT A
The Land

FILED and RECORDED

Instrument Number: 2024041973

Filing and Recording Date: 09/30/2024 09:12:46 AM Pages: 139 Recording Fee: \$573.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



G agesthedman

Joyce Hudman, County Clerk Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily

ASSIGNMENT AND ASSUMPTION OF UTILITY FUNCTIONS AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF UTILITY AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL. (this "Agreement") is made effective October 8, 2024 (the "Effective Date") by and between Maple Farms Holdings, LLC, a Texas limited liability company ("Assignor"), and 521 UM Holding 770 Acres, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Utility Functions Agreement with the City of Iowa Colony, Texas (the "Utility Agreement") dated effective August 12, 2024 and attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor has sold all or substantially all of the portion of the Tract (as such term is defined in the Utility Agreement) that it owns to Assignee; and

WHEREAS, Assignee has no intention to develop the portion of the Tract owned by Assignee as specifically described in Section 9.06 of the Utility Agreement and is not considered to be a "Successor Developer" as such term is defined in Section 9.06 of the Utility Agreement; and

WHEREAS, pursuant to the terms and conditions of that certain Development Services Agreement entered into effective as of October 8, 2024, Assignor (or its affiliate) has agreed to develop the portion of the Tract owned by Assignee on behalf of Assignee as a fee developer; and

WHEREAS, Assignor desires to assign its interest in and to the Utility Agreement effective as of the Effective Date to the Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Utility Agreement effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee do hereby agree as follows:

- 1. <u>Recitals</u>. The above Recitals are hereby incorporated herein by reference.
- 2. <u>Assignment</u>. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the terms described herein, its interest in the Utility Agreement effective as of the Effective Date.

- 3. <u>Assumption.</u> Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Utility Agreement as if an original signatory thereto.
- 4. <u>City of Iowa Colony Notice Required.</u> Pursuant to Section 9.06 of the Utility Agreement, Assignee does not intend to develop the portion of the Tract that it owns and is therefore not considered to be a "Successor Developer" as such term is defined in the Utility Agreement. Upon the execution of this Agreement, Assignee shall provide written notice to the City of Iowa Colony, Texas of this Agreement as required under Section 9.06 of the Utility Agreement.
- 5. <u>Further Assurances.</u> Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Utility Agreement as contemplated hereunder.
- 6. <u>Governing Law.</u> This Agreement shall be governed by, and construed m accordance with, the laws of the State of Texas.
- 7. <u>Binding Effect.</u> This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.
- 8. <u>Notice.</u> Any notice required or permitted by the Utility Agreement shall be given to Assignee at the address listed on the signature page below.
- 9. <u>Multiple Counterparts.</u> This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

This Agreement is executed by the undersigned to be effective as of date first written above.

[EXECUTION PAGES FOLLOW]

ASSIGNOR:

MAPLE FARMS HOLDINGS, LLC, a Texas limited liability company

By: Name:

Title: _____Mona

ASSIGNEE:

521 UM HOLDING 770 ACRES, LP a Texas limited partnership

By: 521 Holding TX, LLC

a Texas limited liability company

By: _

Uri Man, Manager

By:

Greg Singleton, Manager

By:

Melanie Ohl, Manager

Address:

2450 Fondres Rd

Suite 210

Houston, TX 77063

EXHIBIT "A" UTILITY AGREEMENT

[Attached]

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 MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successors or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successors or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successors or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90, 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 Developers 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. representations herein by said District at this time represent Developers' 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, 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 Developers intend to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 807.8 acres to be located within 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 within and 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:

"Annual Payments" shall mean the annual payments to be made by the City to the District, as provided in Article VI hereof.

"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.

"City Tax Rate" shall mean the City's ad valorem tax rate (excluding the debt service component) as calculated pursuant to Article VI of this Agreement.

"Development Agreement" shall mean the *Development Agreement by and Among the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, Et Al.* dated August 12, 2024.

"District" shall mean Brazoria County Municipal Utility District No. 90, 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 807.8 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 Gannett Fleming, or its replacement, successor or assignee.

"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" includes the Wastewater Facilities and Water Facilities as further described herein.

"Interim Wastewater Facilities" means one, or more, steel erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Interim Wastewater Facilities will be solely funded by District and/or Developers. The ownership and operation of the Interim Wastewater Facilities shall be governed by Section IV below.

"Out-of-District Property" means the approximately 92.94 acres of land shown on **Exhibit B** attached hereto and any additional land acquired by Developers located within the corporate limits of the City of Sandy Point, Texas with the consent of the City.

"Permanent Wastewater Facilities" means one, or more, concrete erected wastewater treatment service plants, and sites, necessary to serve the District and Out-of-District Property. The Permanent Wastewater Facilities will be regional and constructed on a regional site to be acquired and designated by the City.

"Wastewater Facilities" means, collectively, the Interim Wastewater Facilities and the Permanent Wastewater Facilities.

"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 one, or more, permanent water plant facilities, sites, and one, or more, water wells necessary to serve the District. It is anticipated that at least one permanent water plant will be necessary to serve the District, with the associated water well(s) sufficient to provide at least 500 gallons per minute ("GPM"). The design and construction of the Water Facilities will be solely funded by District and/or Developers. The ownership and operation of the Water Facilities shall be governed by Section 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 or channels, or 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 <u>Construction of the Facilities</u>. 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 Reserved.

2.06 Road Facilities. The City and the District acknowledge that the development of the District shall be undertaken in various phases over many years. As a result, the parties acknowledge that certain Facilities, while potentially required if future development occurs within and/or nearby the District, may need to be deferred until such a construction need arises. With regards to the public roads within the District, the District shall not be required to build those portions of any major arterial, thoroughfare, or collector roads that will create dead-end road segments to the boundaries of the District until the earlier of i) at least 75% of then-projected equivalent single-family connections to be developed in the District have been connected to the water supply system serving such connections, ii) 15 years from the Effective Date, or iii) for any particular road segment, within 24 months of the City's approval of a plat for development adjacent to the District where such road segment would connect or serve upon completion (the earliest of these events will constitute the "Trigger Point"). After the Trigger Point has been reached, the District's capital project funds may only be used (except for emergency purposes) to construct those portions of the regional road projects unless the Developers have otherwise provided an escrow deposit to the City for the cost of such facilities. Furthermore, upon reaching the Trigger Point, a Developer and/or the District may request a variance or approval from the City to defer the construction of the applicable roads until such time as the District is 90% developed. The City, in its sole discretion, may grant or deny the deferral of road construction to the 90% benchmark as described herein. Notwithstanding the foregoing, neither the District nor any Developer will be required to construct any Facilities that, at the time of the Trigger Point, will be required to be removed, altered, or replaced due to the planned construction of a regional road project.

ARTICLE III WATER FACILITIES

3.01. <u>Ultimate Provider and Ownership.</u> 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 for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to the terms of Section 3.09 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Thus, the City shall provide the District with its ultimate requirements for water supply as needed and required by the District through these Water Facilities constructed by the District. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Water Facilities to provide sufficient water supply capacity for the District and the Out-of-District Property. Should the City elect to oversize, upsize, or expand any of the Water

Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

- 3.02. Rates. After the City's acceptance of the Facilities, 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; provided, however, that the City may charge any customers of the Water Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation. After the City's acceptance of the Facilities, all revenues from the Water Facilities shall belong exclusively to the City.
- 3.03. <u>Meters and Tap Charges</u>. 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.
- 3.04. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, unless necessitated by the needs of the development of the Tract or Out-of-District Property, as determined by the Engineers, should the City elect to connect the Water Facilities to the City's regional water supply and distribution system, the City shall design, fund, and construct any such necessary water distribution facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Water Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.
 - 3.05. Reserved.
 - 3.06. Reserved.
- 3.07. 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 plants (including those which have been constructed and conveyed by the District to the City), provided that this provision

shall not be interpreted to alter the District's obligation to construct all Water Facilities necessary to serve the Tract.

- 3.08. <u>Water Impact Fees</u>. 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, Developers, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fee to the City.
- 3.09. Out-of-District Water Supply and Distribution Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, nothing herein shall prevent, and the City shall not object to, the Water Facilities providing water supply and distribution service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any water supply and distribution services from the Water Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE IV WASTEWATER FACILITIES

- 4.01. <u>Ultimate Provider and Ownership.</u> As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Wastewater Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to Section 4.10 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.
- 4.02. <u>Construction of Wastewater Facilities Phasing</u>. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Interim Wastewater Facilities to provide sufficient wastewater treatment capacity for the District and the Out-of-District Property. The Interim Wastewater Facilities will be permitted by the TCEQ and leased by the District. Any lease payments associated with the Interim Wastewater Facilities (the "Lease Payments") shall be paid solely by the District.

After construction of the Interim Wastewater Facilities has been commenced by the District, and until such time as at least one of the Interim Wastewater Facilities' wastewater treatment plant is operational, the District shall be permitted to pump and haul wastewater from a manhole within the District to another permitted wastewater treatment facility. At such time as the District has seventy-five (75) active single-family residential connections (as demonstrated by corresponding certificates of occupancy), the District will not be able to add any additional connections until the Interim Wastewater Facilities have been completed and placed in service.

4.03 Construction of Permanent Wastewater Facilities - Phasing. The District and Out-of-District Property will be required to participate in the regionalization of wastewater treatment services by funding the construction of its Permanent Wastewater Facilities (or expanding existing City wastewater treatment plants(s)) at the City's regional wastewater treatment plant site to be located at 1001 County Road 64, Rosharon, Texas, 77583 (the "Regional Plant Site"). The District shall bear the costs of the necessary lines and appurtenances to convey wastewater to the Regional Plant Site as more specifically provided for in Section 4.06 of this Agreement. Upon the earlier of (a) the average daily flow in the Interim Wastewater Facilities reaching 75% of the cumulative design capacity for all interim phases, (b) twenty years from the date the first phase of an Interim Wastewater Facility was placed into service, or (c) the date District/Developers are required to deposit the Escrowed Funds (as defined below) the City shall commence the design of the first phase Permanent Wastewater Facilities at the Regional Plant Site and thereafter proceed with diligence to construct the Permanent Wastewater Facilities to provide wastewater treatment services to the District. The City shall complete construction, subject to District funding, of the final phase of the Permanent Wastewater Facilities no later than 20 years from the date the final phase of all Interim Wastewater Facilities was put into service.

At the time of filing with the City a preliminary plat that would include the 1,500th single-family residence in the District, the District and/or Developers shall be required to escrow with the City the estimated costs of the design and construction of the District's Permanent Wastewater Facilities as estimated in good faith by both the Engineers and the City engineer (the "Escrowed Funds"). The City shall separately account for the Escrowed Funds and use such funds, including accrued interest thereon, solely for the design and construction of the Permanent Wastewater Facilities. The District/Developers shall only be responsible for funding wastewater treatment capacity necessary to serve the District and the Out-of-District Property to the effect that the District/Developers shall neither incur, nor pay, any costs related to the design or construction of the District's Permanent Wastewater Facilities to the extent such facilities are oversized to serve other third parties. Upon completion of the construction of the Permanent Wastewater Facilities, the City will perform a final accounting of the costs of the design and construction of same and provide a copy of the accounting to the District. If the costs exceed the amount of Escrowed Funds, including interest earned thereon, the City shall invoice the District for the difference, and the District shall pay such invoice within 45 days of receipt. If the accounting shows a surplus of Escrowed Funds, the City shall

refund such overpayment to the District within 45 days. The District / Developers shall have reserved for themselves, in the Permanent Wastewater Facilities, all capacity funded by the District/Developers pursuant to this Section to serve the Tract and the Out-of-District Property. The City shall not make additional wastewater commitments to other parties that would negatively impact the District and Developers' reservations set forth in the immediately preceding sentence.

- 4.04. Rates. After the City's acceptance of the Facilities, 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 all areas of the City; provided, however, that the City may charge any customers of the Wastewater Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation.
- 4.05. <u>Meters and Tap Charges</u>. 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.
- 4.06. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The District and/or Developers shall design, finance, and construct such necessary wastewater facilities (including, but not limited to, force mains, lift stations, and associated property acquisition and/or road improvements) to connect the Tract and the Out-of-District Property to the Permanent Wastewater Facilities located at the Regional Plant Site (the "Offsite Wastewater Line Extensions"). In the event that the City constructs the Permanent Wastewater Facilities at a different location than the Regional Plant Site, then the City shall bear all costs associated with the design and construction of the Offsite Wastewater Line Extensions in excess of the cost (as estimated in good faith by both the Engineers and the City engineer) to design and construct the Offsite Wastewater Line Extensions to Regional Plant Site. The District and the City shall cooperate on the timing of the construction and location of the Offsite Wastewater Line Extensions.
- 4.07. <u>Wastewater Connections</u>. The District may construct multiple connections between the Permanent 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, but which shall be located within the District's boundaries (the "Wastewater Points of Connection"). All wastewater collected from customers within

the District and the Out-of-District Property shall be delivered through the Wastewater Points of Connection. The City shall, within eighteen (18) months of the anticipated completion of the Permanent Wastewater Facilities, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Wastewater Points of Connection.

- 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 treatment plants (including those which have been constructed and conveyed by the District to the City), provided that this provision shall not be interpreted to alter the District's obligation to construct all Wastewater Facilities necessary to serve the Tract.
- 4.09. <u>Wastewater Impact Fees</u>. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.
- 4.10. Out-of-District Wastewater Collection and Treatment Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater collection and treatment services to serve the District, nothing herein shall prevent, and the City shall not object to, the Wastewater Facilities providing wastewater collection and treatment service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any wastewater collection and treatment services from the Wastewater Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE V FINANCING OF FACILITIES

5.01 <u>Authority of District to Issue Bonds.</u>

(a) <u>Bonds</u>. 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) <u>Tax Levy</u>. 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 <u>Purpose for Bonds and Use of Bond Proceeds</u>. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities, 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 Reserved.

- 5.04. 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; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.
- 5.05. 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 ANNUAL PAYMENTS AND DISTRICT TAXES

6.01. <u>Calculation of Annual Payments</u>. In consideration of the acquisition and construction of the Facilities by the District and in order to comply with Texas Commission on Environmental Quality rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make an annual payment to the District ("Annual Payment"). The Annual Payment shall only be made based on the City's tax revenues actually collected and received by the City from real property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be rebated to the District under this Section. Expressed as a formula, the Annual Payment is: City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage. The City shall not rebate any portion of the debt service component of its tax rate to the District.

The structure of the District's receipt of the Annual Payments shall be as follows:

2025-2029	Annual Payment equal to 100% of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage
2030-2034	Annual Payment equal to 75% of the City's Tax Rate of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage
2035-2039	Annual Payment equal to 50% of the City's Tax Rate of
	City M&O Tax Rate x District Taxable Assessed Valuation/100 x
	collection percentage

The Parties recognize that the City Tax Rate may increase or decrease over time. As such, the City shall annually reevaluate and determine the City Tax Rate for the purposes of this Agreement. The Parties shall use the City's most recent Comprehensive Annual Financial Report and the District's most recent certified tax roll from the Brazoria County Appraisal District. The Annual Payment shall be used by the District to pay for the design and construction of water, sewer, and drainage facilities, park and recreational facilities or road facilities or to pay debt service on outstanding bonds issued by the District.

¹ This formula is included for ease of calculation. As described above, the Annual Payment is funded from the taxes actually collected and received by the City. However, as there will inevitably be corrections, supplements, and adjustments to the tax rolls (as further described in Section 6.03), the formula included here simplifies the complex math associated with such changes.

- 6.02. Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each May 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g., if the District receives a tax roll for the calendar year 2027, the Annual Payment for such year will be due May 1, 2028). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid.
- Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual <u>Payment</u>. The parties recognize and acknowledge that, from time to time, the Brazoria County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of the Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather than payment within such 45 days, the next Annual Payment shall be adjusted accordingly. obligation of the City to make Annual Payments to the District shall terminate on (i) the date when all of the District's obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Annual Payment shall be made with respect to tax years 2040 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District's Assets and assumes the District's Obligations as provided by law and Article VII, below.
- 6.04. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the

City from time to time in the City's Department of Finance and Administration, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

- 6.05. <u>District Taxes</u>. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund; and (ii) for maintenance purposes all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to, or initiates a lawsuit for, unpaid taxes.
- 6.06. <u>Sale or Encumbrance of Facilities</u>. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VII DISSOLUTION OF THE DISTRICT

- 7.01. <u>Dissolution of District Prior to Retirement of Bonded Indebtedness</u>. 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 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.

7.02. <u>Transition upon Dissolution</u>. 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 VIII REMEDIES IN EVENT OF DEFAULT

- 8.01 <u>Default by Either Party</u>. 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.
- 8.02 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 IX MISCELLANEOUS PROVISIONS

9.01. Assumption by the District. Developers covenant and agree 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, or in the event that the District has not been created by December 31, 2025, either Developers 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 Developers 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 Property until the failure has been cured.

- 9.02. <u>Permits, Fees, Inspections</u>. 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.
- 9.03. 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.
- 9.04. <u>Approvals and Consents</u>. 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.
- 9.05. 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: City Manager Maple Farms: Maple Farms Holdings LLC

1333 West Loop South, Suite 910

Houston, Texas 77027 Attn: Mr. Itiel Kaplan

itiel@mapledevelopmentgroup.com

521 Opportunity: 521 Opportunity LLC

24000 AJ Foyt Road Hockley, Texas 77447 Attn: Mr. Mark Terpstra

mark@texaslandinvestments.net

Gregory Lloyd Miller Trust: Gregory Lloyd Miller Trust

3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

Gen-Skip: Gen-Skip LLC

3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com

District: Brazoria County Municipal Utility District No.

90

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027 Attn: Mr. Robert A. Seale

rseale@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.

9.06. <u>Assignability</u>. 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 9.06, 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, 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.

- 9.07. <u>No Additional Waiver Implied</u>. 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.
- 9.08. <u>Reservation of Rights</u>. 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.
- 9.09. <u>Parties in Interest</u>. 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.
- 9.10. 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 Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance 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 Consent Ordinance.
- 9.11. <u>Captions</u>. 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.

- 9.12. <u>Interpretations</u>. 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.
- 9.13. 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.
- 9.14 <u>No Allocation Agreement</u>. 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.

- 9.15 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, 2025.
 - 9.16 <u>Statutory Verifications</u>. Each Developer makes the following verifications in this section:
 - a. <u>No Boycott of Israel or Energy Companies</u>. By signing and entering into the Agreement, each 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, each 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. <u>Chapter 2252, Texas Government Code</u>. Each 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. Each 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 12th day of August, 2024.

THE CITY OF IOWA COLONY, TEXAS

Mayor

ATTEST/SEAL

City Secretary

APPROVED AS TO FORM:

City Attorney

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

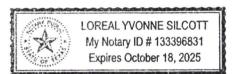
Name:

Title:

THE STATE OF TEXAS §

§ § COUNTY OF Harris

This instrument was acknowledged before me on the 29th day of August , 2024, by Hick Kaplan, Manager of Maple Farms Holdings LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,

a Texas limited liability company

By:

THE STATE OF TEXAS

§

COUNTY OF Itarris §

This instrument was acknowledged before me on the 4+10 day of Sept., 2024, by Mark Terpstra, Manager of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

CARRICISTICS OF THE STREET **ANNA PEREZ** 6875624 ARY PUBLIC, STATE OF TEXAS MARCH 28, 2028

Notary Public, State of Texas

GREGORY LLOYD MILLER TRUST

By: Seggy Miller
Name: Steaping Miller

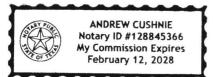
Title: Trustee

THE STATE OF TEXAS

§ §

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29 day of August ______, 2024, by Gregory Miller Trust, on behalf of said trust.



(NOTARY SEAL)

Notary Public, State of Texas

GEN-SKIP LLC,

a Louisiana limited liability company

By: Dutal mi

Name: Michael Mize
Title: President/CEO

THE STATE OF LOUISIANA §

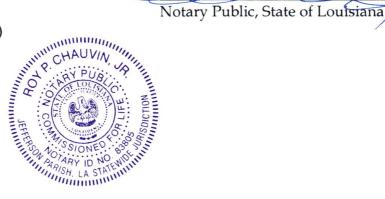
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PARISH OF Dolcas

This instrument was acknowledged before me on the 294 day of August 2024, by Michael Mive Product +ceo of Gen-Skip LLC,

a Louisiana limited liability company on behalf of said limited liability company.

(NOTARY SEAL)



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

BRAZORIA COUNTY MUNICIPAL

UTILITY DISTRICT NO. 90

(SEAL)

Exhibit A

District Boundaries

Exhibit B

Out-of-District Property

ORDINANCE NO.	

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING CHAPTER 30 "SIGNS" OF THE IOWA COLONY CITY CODE; PROVIDING REGULATIONS FOR ELECTRONIC OFF-PREMISES SIGNS; ESTABLISHING PERMITTING CRITERIA AND CONDITIONS FOR SUCH SIGNS IN THE CITY'S JURISDICTION AND EXTRATERRITORIAL JURISDICTION (ETJ); PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, this ordinance promotes the public health, safety, welfare, and enjoyment of the general public and to protect the public from injury that may be caused by the unregulated construction of signs.

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

SECTION 1. That the Iowa Colony City Code "Chapter 30 "Signs", Article III. "Regulations" is hereby amended as follows:

Sec. 30-62. - Freestanding signs.

- (b)Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:
 - (6) Additional regulations.
- b. Off-premises signs and on-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all off-premises and on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

AMENDING TO READ AS FOLLOW:

On-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

ADDING PARAGRAPH Sec. 30-62. (b)(6)(e.) - Freestanding signs.

- (b)Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:
 - (6) Additional regulations.
- e. Electronic Off-Premises signs may be constructed along State Highway 288 or State Highway 6 in the city's jurisdiction pursuant to a development agreement between the parties and with a certification that such Sign shall comply with applicable TXDOT regulations relating to spacing and lighting.

ADDING PARAGRAPH Sec. 30-68. (a.) - Electronic Off-Premises signs.

(a)Electronic Off-Premises Signs. Electronic Off-Premises signs as described in section 30(b)(6)(e) shall only be permitted pursuant to a development agreement with the City that contains all requirements expressly set forth in that section.

RENUMBERING PARAGRAPHS Sec. 30-68. - Electronic signs.

Renumber 30-68. (a.) to (b.)- Permitted sign type; criteria.

(a)Permitted sign type; criteria. Electronic signs, as defined herein, are only allowed as freestanding monument (on-premises use only) signs and do not qualify for any other sign type, using the following criteria:

AMENDING RESULTING PARAGRAPH 30-68. (b.) TO READ AS FOLLOW:

Sec. 30-68. Electronic signs.

(b) Permitted sign type; criteria. Electronic On-Premises signs, as defined herein, are only allowed as Freestanding Monument Signs and shall comply with the following criteria:

RENUMBERING PARAGRAPHS Sec. 30-68. - Electronic signs.

Renumber 30-68. (b.) to (c.)- *Permit*.

- **SECTION 2.** 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 3.** This ordinance shall be effective immediately upon its passage and approval.
- **SECTION 4.** That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 14^{TH} DAY OF APRIL 2025.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF MAY 2025.

	CITY OF IOWA COLONY, TEXAS
	By:Wil Kennedy, Mayor
ATTEST:	

KAYLEEN ROSSER, CITY SECRETARY

DIGITAL BILLBOARD DEVELOPMENT AGREEMENT

THIS DIGITAL BILLBOARD DEVELOPMENT AGREEMENT is made and is effective this ______ day of ______, 2025 (the "Effective Date") by and between the CITY OF IOWA COLONY, an incorporated home rule city in the County of Brazoria in the State of Texas (the "City"), and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel are hereinafter referred to each as a "Party" and together as the "Parties."

WHEREAS, pursuant to the City's Unified Development Code (the "City Code") and the City of Iowa Colony Sign Ordinance (Ordinance No. 2016-19) (as amended, the "Sign Code"), Clear Channel desires to enter into a development agreement to install, operate, and maintain in the City up to two (2) off-premises electronic signs that are capable of displaying its static copy electronically (each, a "Digital Billboard") in accordance with the Sign Code and the applicable administrative rules of the Texas Department of Transportation ("TXDOT") promulgated as 43 Texas Administrative Code, Part 1, Chapter 21, Subchapter 1, Division 1; and

WHEREAS, this Agreement will provide a public benefit to the City in the form of a reduction in existing off-premises signage within the City; the provision to the City of a community benefit contribution and certain display time on each Digital Billboard to advertise City-sponsored events and other public service messages.

WHEREAS, the City believes that the fulfillment of the terms and conditions of this Agreement will preserve or further the public health, safety and welfare; and

WHEREAS, the parties acknowledge that the foregoing recitals are true and correct and are incorporated herein as a part of this Agreement.

NOW THEREFORE, be it mutually agreed by the parties as follows:

- 1. <u>Development Requirements</u>. Any Digital Billboards developed under this Agreement must be located on property that is adjacent to State Highway 6 or State Highway 288 within the City's jurisdiction. Such Digital Billboards will have two (2) digital display faces, each measuring fourteen feet by forty-eight feet (14' x 48'), for a total of one thousand three hundred forty-four (1,344) square feet of display area. As required by the Sign Code, in consideration of this development, Clear Channel agrees to voluntarily remove from the City three (3) existing bulletin-sized (14' x 48') outdoor advertising structures from within the City. Such voluntary removals shall occur within thirty (30) days following the Commencement Date, as such term is defined below.
- 2. <u>Issuance of Sign Permit</u>. The City agrees to issue the sign permit for the Digital Billboards (and any permits necessary for the removal described in Section 1, above) upon execution of this Agreement and the submittal by Clear Channel of a

completed sign permit application to the City that complies with the Sign Code and any other applicable codes.

- 3. <u>Term.</u> This Agreement shall be in effect commencing the date of the first removal of an existing sign as required in Section 1 above for an initial term of twenty (20) years and renew automatically for subsequent five (5) year terms unless terminated by either party. Termination notice must be given at least ninety (90) days prior to the Agreement renewal date. Termination shall be limited to the duties described in Section 7 and the ability of Clear Channel to construct any unbuilt Digital Billboards.
- 4. <u>Compliance with Law.</u> While constructing, operating, and maintaining the Digital Billboards, Clear Channel shall comply with all valid and applicable statutes, ordinances, regulations, rules, and orders (including the applicable TXDOT regulations) that concern the Digital Billboard.
- 5. Community Benefit Contribution. Clear Channel shall pay to the City a one-time "Community Benefit Contribution" in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for each Digital Billboard constructed pursuant to this Agreement A Community Benefit Contribution shall be payable by Clear Channel to the City by the first day of the month following the day that all of the following are true: (x) construction of a Digital Billboard is complete; (y) the digital display faces on a Digital Billboard are connected to a permanent power supply; and (z) the digital display faces on a Digital Billboard are capable of displaying digital advertising (such date, the "Commencement Date"). The Community Benefit Contribution shall be designated as approved by the City Council.
- 6. Representation Regarding Obstructions. The Parties acknowledge and agree that there is considerable development along State Highway 288 or State Highway 6. To the extent that the City has control over the right-of-way along or adjacent to these state-controlled roadways, the City agrees not to permit the placement of maintenance of any object, including vegetation, on any City-controlled areas located near the Digital Billboards.

The Parties further agree that, in the event of a road widening or other public project to be competed in and around the Property that will result in obstruction of the digital display faces on a Digital Billboard, then Clear Channel shall be entitled to increase the height of a Digital Billboard provided that Clear Channel obtains a permit approving such increase. This permit shall not be unreasonably withheld by the City and no additional Community Benefit Contribution shall be required in connection with this permit. Clear Channel acknowledge and agrees that any such height increase will comply with applicable TxDOT regulations.

7. <u>City Messages</u>. As long as Clear Channel operates a digital sign face on a Digital Billboard, Clear Channel agrees to provide to the City, free of charge to the City, the opportunity to display City-sponsored event announcements and non-commercial

public service announcements to promote the civic interests of the City ("City Messages"). The City shall be entitled to display City Messages as one (1) guaranteed spot in a standard eight (8) spot rotation on each digital face of a Digital Billboard for five (5) separate two (2) week periods during each calendar year. This requirement for Clear Channel to provide display time for City Messages shall be for each Digital Billboard installed pursuant to this Agreement. Clear Channel's obligation to provide the City with these blocks of time to display City Messages shall commence on the Commencement Date. The blocks of time are subject to the following conditions and parameters:

- a. Each year during the term of this Agreement, the City shall provide notice to Clear Channel of its requested time periods as soon as reasonably possible.
- b. The City shall not charge for, or exchange goods or services for, any sign space granted on a Digital Billboard.
- c. The City must submit "camera ready art" utilizing formats and protocols acceptable to Clear Channel at least ten (10) business days in advance of the display time. If requested by the City, Clear Channel shall, at no extra cost to the City, create the artwork for the City to display as part of its City Messages. If the City so desires, the City must request such assistance from Clear Channel at least ten (10) business days before the City requires that particular City Message to be displayed.
- d. All City Messages are subject to Clear Channel's standard advertising copy rejection and removal policies.
- e. If at any time in the future Clear Channel removes the Digital Billboard sign faces from the sign structure or Clear Channel is unable to operate the Digital Billboard, for any reason, the advertising spot commitments in this section shall be automatically terminated and rendered null and void and Clear Channel shall be under no obligation whatsoever to provide the City with any type of free advertising space.
- f. It is expressly understood and agreed that City Messages may not include any names, logos or trademarks associated with any third party non-governmental person or entity or any products or any services associated with any third party non-governmental person or entity.
- g. The City shall use its allotted time to display City Messages during the year that it is allotted to the City. No unused City Messages time rolls over into another calendar year.
- h. Clear Channel may also display City Messages on the Digital Billboard on a space available basis; provided however, that such spots displayed outside of the guaranteed spots listed above may be pre-empted by Clear Channel for any reason, including without limitation the use of such spots for promoting Clear Channel's business, promoting charitable enterprises, or from actively seeking advertisers for such spots.

- i. Only as authorized by Texas law and the Texas Constitution, the City shall and hereby does agree to indemnify, defend and hold harmless Clear Channel for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Clear Channel's lost profits or consequential damages or any similar right, of any third party. Clear Channel hereby does agree to indemnify, defend and hold the City harmless for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any Clear Channel message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include lost profits or consequential damages or any similar right, of any third party.
- 8. <u>Public Service Announcements.</u> In addition to its obligations regarding City Messages, Clear Channel shall coordinate with law enforcement and emergency management authorities to display, when appropriate, local and regional emergency information important to the traveling public including, but not limited to Amber Alerts or emergency management information on the Digital Billboard faces.
- 9. Clear Channel and City Authority and Status.
 - a. Clear Channel hereby represents and warrants for the benefit of City all of the following:
 - That Clear Channel is a duly organized, validly existing limited liability company and in good standing under the laws of its place of organization and of the State of Texas; and
 - ii. That Clear Channel's execution of this Agreement is authorized by the resolution, bylaws, or constitution of Clear Channel, which resolution, bylaw or constitution is currently in full force and effect, to execute this Agreement on Clear Channel's behalf and bind Clear Channel thereby; and
 - iii. That Clear Channel is duly authorized to perform or to cause to be performed all of the obligations of Clear Channel, or Clear Channel's contractors, subcontractors or other agents, under and in accordance with the terms and conditions of this Agreement.
 - b. City hereby represents and warrants for the benefit of Clear Channel of the following:

- That City's execution of this Agreement is authorized by resolution, of the City, which resolution is currently in full force and effect, to execute this Agreement on the City's behalf and bind the City thereby; and
- ii. That the City is duly authorized to perform or to cause to be performed all of the obligations of City under and in accordance with the terms and conditions of this Agreement.
- 10. <u>Relationship of Parties</u>. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between Clear Channel and the City. Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way, notwithstanding that this Agreement is binding on and between the Parties.
- 11. Address and Notice. Unless otherwise provided herein, any notice to be given under this Agreement shall be given in writing and may be given by personal delivery or by depositing the notice in the Unites States mail postpaid, registered or certified mail, with return receipt requested, addressed to the party as follows:

If to the City, to:

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

With Copy to:
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Texas 77583
Attn: Robert Hemminger, City Manager

If to Clear Channel: Clear Channel Outdoor, LLC 12852 Westheimer Houston, TX 77077 Attn: Vice President of Real Estate

With Copy to: 2325 East Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Legal Department The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days advance written notice of such change to the other party.

12. General Provisions.

- a. This Agreement constitutes the entire agreement between parties with respect to the subject matter and replaces any and all prior Agreements. All amendments to this Agreement must be in writing and executed by both parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas, and the sole and exclusive venue for any action arising out of the Agreement shall be in Harris County, Texas.

BY THE CITY	BY CLEAR CHANNEL:
Wil Kennedy Mayor	Bryan Parker Executive Vice President Real Estate and Public Affairs
Date:	Date:

COMPENSATION STUDY REPORT

Prepared for the City of Iowa Colony, TX

March 13, 2025

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DISCLAIMER

Logic Compensation Group (LCG) makes no warranties on the data presented in this report. While LCG has taken measures to ensure that data contained in this report has been collected, reviewed, validated, and calculated according to standard professional practice and that the content of this report is accurate, errors and omissions can occur.

SECTION 1: STUDY OBJECTIVES

The City of Iowa Colony's overall goals for its 2025 compensation study include attracting and retaining qualified employees and aligning with the comparable marketplace in terms of competitive wages.

The study achieved the following objectives:

- Collect and evaluate salary structure increases and salary increases.
- * Ensure that the City maintains a competitive position within the market for its current positions.
- Ensure the City is prepared to offer competitive compensation packages when new positions are introduced.
- Collect and evaluate police certification pay.

SECTION 2: EXECUTIVE SUMMARY

The City of Iowa Colony (City) engaged Logic Compensation Group (LCG) to conduct a compensation study designed to maintain the compensation system implemented in 2022 and allow the City to continue attracting, rewarding, and retaining qualified staff to support the City's mission and programs.

To achieve the City's desired objectives, the compensation system must ensure that pay is internally aligned with other City jobs and externally aligned with the market. This section summarizes the four phases of the project.

PHASE 1 - STUDY INITIATION

Phase 1 began in November 2024 and was completed in December 2024. LCG consultants met with the City Manager and reviewed City information to understand the organization's current classification and compensation system and evaluate the need for an updated system. LCG consultants used the information obtained from the study initiation meeting and the documentation provided by the City to develop a custom compensation survey.

PHASE 2 – COMPENSATION SURVEY

Phase 2 began in November 2024 and was completed in January 2025. A comprehensive salary survey gathered compensation information from 19 comparable market comparators and 25 benchmark job classifications. Eighty-four percent (84%) of organizations responded to the survey.

Quality checks were performed on the data received. An analysis was performed to determine how the City compares to the market. The market survey results provided the basis for updating the City's salary structure.

For all classifications, the City's pay range minimums were compared to the 50th percentile of the market's pay range minimum, consistent with the City's pay strategy as established by the City Manager. The market difference was used to evaluate the City's competitive position.

Job Group	Market Difference City Minimum vs. Market Minimum
General	-10.7%
Police Officer	-14.5%
Police Sergeant	1.7%
Police Lieutenant	2.0%

Based on market data results, jobs were then evaluated relative to internal equity to the appropriate grade, and costs to implement the proposed salary structure adjustments were calculated. The existing step salary structure was maintained and updated according to market data for both the Police and General pay structures.

PHASE 3 – STUDY RECOMMENDATIONS AND REPORTS

Phase 3 began in February 2025 and was completed in March 2025. Study recommendations were shared with the City Manager. LCG drafted a report, which was shared with the City and then finalized with the City's feedback and input.

The full report that follows this executive summary details the entire project.

PHASE 4 – CLIENT SUPPORT

LCG scheduled four follow-up meetings over the course of the next year with the City to ensure that the systems implemented are working as designed for the City. These meetings will review City classification and compensation questions and issues.

SECTION 3: PROJECT STEPS & RESULTS

LCG believes that the most successful compensation studies are those that have been developed with the active participation of the organization's staff. Our approach, therefore, consisted of a series of logical and inter-related activities that provided for City management's input throughout the study. The activities and results associated with the classification and compensation study are detailed in the following sections.

PHASE 1: PROJECT INITIATION

OBJECTIVES

Phase 1 focused on managing the study relationship between Logic Compensation Group and the City, developing an understanding of the City's current compensation systems, and developing a framework that would guide the remainder of the study. This phase established the parameters surrounding the conduct of the study.

PROCESS & METHODOLOGY

LCG collected and reviewed a variety of documents related to the City's classification and compensation system, including current job descriptions and pay structures.

LCG met with the City Manager to discuss a number of aspects pertaining to the study. The purpose of this meeting was to discuss the City's current compensation system and:

- Identify what aspects of the compensation system were working well;
- Identify compensation areas in need of review and improvement;
- Determine prospective comparator organizations; and
- Determine metrics to assess the City's level of competitiveness in the market.

OUTCOMES & DELIVERABLES

Following the review of materials and meetings with the City Manager, the following deliverables were provided to the City for input and approval.

- 1. List of organizations and benchmark jobs to survey.
- Development of a market survey designed to collect market information for comparison with the City.

PHASE 2: COMPENSATION SURVEY

OBJECTIVE

Market data were collected and analyzed to gain information about the salary levels of comparable jobs in organizations with whom the City competes for talent. LCG conducted a salary survey covering 25 benchmark classifications.

PROCESS & METHODOLOGY

Comparator Organizations Surveyed

LCG worked with the City Manager to determine which organizations to survey during the study initiation process. Comparator organizations identified during this process are shown below. Because of the growth of the City, seven new organizations were added to the comparator group noted in the table accordingly, and three comparators were removed as comparators. These organizations were the City of Dayton, the City of Jersey Village, and the City of La Marque. Considerable follow-up by both LCG and the City Manager was done to encourage completion of the survey. The participation rate for the City's survey was 84%, which represents a high level of survey participation.

Organizations Surveyed	Participation Status
City of Alvin	Returned
City of Angleton	Returned
City of Boerne*	Returned
City of Clute	Returned
City of Freeport	Returned
City of Gainesville*	Returned
City of Gatesville*	No Response
City of Glenn Heights*	Returned
City of Granbury*	Returned
City of Groves*	No Response
City of Humble*	Returned
City of Manvel	Returned
City of Mont Belvieu	Returned
City of Pearland	Returned
City of Richmond	Researched
City of Santa Fe	No Response
City of Seabrook	Returned
City of Tomball	Returned
City of Webster	Returned

^{*}Organizations new to the comparator group.

Benchmark Classifications

LCG worked with the City Manager to select benchmark classifications for survey. The following classifications were identified as benchmark jobs:

Benchmark #	Benchmark Title	Benchmark #	Benchmark Title
1	City Manager	14	Code Enforcement Officer
2	City Secretary	15	Animal Control Officer
3	City Attorney	16	Utility Superintendent
4	Building Official	17	Public Works Foreman
5	Municipal Court Clerk /Administrator	18	Public Works Crew Leader
6	Deputy Court Clerk	19	Maintenance Worker I
7	Human Resources Manager	20	Police Chief
8	IT Systems Manager	21	Police Lieutenant
9	Senior Accountant	22	Police Sergeant
10	Accountant	23	Police Officer
11	Senior Permit Clerk	24	Telecommunication Operator/Police Dispatcher
12	Permit Clerk	25	Fire Marshal
13	Senior Planner		

Survey Development

LCG, in consultation with the City Manager, developed a customized survey to collect market pay data. To assist comparator organizations in determining appropriate job matches based on duties and responsibilities rather than title, the survey contained job summaries, required minimum qualifications, and typical supervision exercised for each classification. The following information was collected for each benchmark job and is effective as of December 1, 2024:

- 1. Comparator Organization's Matching Title
- 2. FLSA Status
- 3. Annual Base Hours Worked

- 4. Number of Incumbents
- 5. Average Time in Job (in years)
- 6. Average Annual Base Salary
- 7. Annual Range Minimum and Maximum

The survey also included questions on the following:

- Organizational Information
- Salary Structure Adjustments & Pay Increase Amounts
- Police Certification Incentive Offerings

Upon receipt of all completed participant surveys, LCG performed the following activities to ensure data integrity and appropriate matching of jobs by comparator organizations:

- Reviewed all data provided by comparator organizations.
- Adjusted salary data based on classification:
 - Police Officer, Police Sergeant, and Police Lieutenant were converted to hourly rates to ensure an accurate comparison of pay across different work schedules.
 - All other classifications were converted to an annual salary based on 2,080 hours.
- Performed follow-ups with comparator organizations to clarify any questions regarding data submitted.
- Performed outlier analysis to identify any data falling outside 2 standard deviations of the median and reviewed this data for exclusion from data analysis. No data was omitted from the data analysis.

OUTCOMES & DELIVERABLES

Following the quality checks, an assessment of how the City pays compared to the market was performed. A summary report showing the market data was prepared, discussed and reviewed by the City. This step served as both an internal review of the data and ensured the City's understanding of the market data. The market data sheets were provided under separate cover to the City. The following sections summarize the additional information surveyed. Questions are included prior to each chart below.

Summary of Comparator Organization Demographics

General organizational information was collected during the survey process and is summarized below. For reference and comparison purposes, the 2022 Compensation Study data have been included. It is important to note that the current comparator group differs from the 2022 comparator group surveyed.

Organization Data	2024 Total Customers	2022 Total Customers	2024 Annual Total Budget	2022 Annual Total Budget	2024 Total FTEs	2022 Total FTEs	2024 Regular PT EEs*	2024 # Job Titles	2022 # Job Titles
City	18,000	10,000	\$9.6M	\$7.6M	33	21	0	0	15
AVERAGE	23,182	22,807	\$64.3M	\$47.8M	223	190	27	101	96
MEDIAN	13,662	12,323	\$60.0M	\$34.5M	201	130	19	96	84
LOW	10,550	7,654	\$15.8M	\$19.1M	98	60	3	20	35
HIGH	130,000	125,825	\$126.4M	\$99.6M	827	795	95	211	215

*The 2022 survey did not include part-time employees' data. Note: Not all organizations provided a response.

Summary of Pay Comparison Targets

Question: Competitive position in the market your organization strives for when comparing pay (i.e., median, average, 60%, 70%, etc.).

The City's pay comparison target remains the median, or 50th percentile. Targets utilized at other organizations are:

Pay Comparison Target	2024	2022
Median rate of pay	3	3
Average rate of pay	2	1
75 th Percentile	4	3
Other	3	1
Not Established or Unknown	7	4

Summary of Primary Metrics for Market Comparison

Question: Primary metric for comparing level of competitiveness in the market (i.e., range min, range max, range midpoints, actual salaries, etc.).

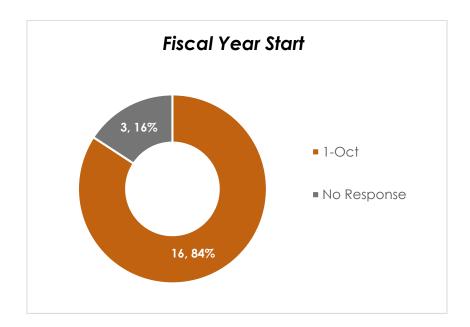
The City's primary metric for comparing pay was actual salaries in the 2022 study. This metric has been updated to range minimums because the City administers a step pay structure where new hires typically begin at the first step. For this reason, using range minimum as the primary metric will maintain the City's competitive position in the market. Metrics utilized at other organizations are:

Compensation Metric	2024	2022
Actual Salaries	3	2
Range Midpoint	4	4
Range Minimums	3	1
Entire Range	3	1
Not Established or Unknown	6	4

Summary of Fiscal Year Start, Pay Structure, and Salary Adjustments

Question: When does your Fiscal Year start?

The chart below summarizes the date of the start of the fiscal year reported by survey respondents.



Question: Please provide the **most recent average percentage increase** for the following increase types.

Only the Pay Structure summary includes the 2022 data because the Employee Increase data was not collected using the same method.

Pay Structure Adjustments

2024 (n=14) 2022 (n=6)	2024 Exec/ Mgmt	2022 Exec/ Mgmt	2024 Exempt	2022 Exempt	2024 Non- Exempt	2022 Non- Exempt	2024 Police	2022 Police
City of Iowa Colony	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Average	2.25%	3.89%	2.82%	3.95%	2.36%	4.08%	3.03%	4.28%
Median	3.00%	4.00%	3.00%	4.00%	3.00%	4.00%	3.00%	4.00%
Low	0.00%	2.00%	0.00%	2.00%	0.00%	2.00%	0.00%	0.00%
High	5.00%	5.86%	5.00%	6.79%	5.00%	8.74%	8.37%	14.66%

Employee Increases (n=15)

	2024 Exec/Mgmt	2024 Exempt	2024 Non- Exempt	2024 Police
City of Iowa Colony	6%	5.5%	5.5%	6%
Average	3.89%	3.95%	4.08%	4.28%
Median	4.00%	4.00%	4.00%	4.00%
Low	2.00%	2.00%	2.00%	0.00%
High	5.86%	6.79%	8.74%	14.66%

Summary of Police Certification Pay

Question: Indicate the amount, in dollars or percent, offered for the following certifications.

Police certification pay was not surveyed in 2022.

Police Certification Pay (n=16)

	Basic*	Intermediate	Advanced	Master
City of Iowa Colony	\$0	\$2,100	\$2,700	\$3,300
Average	1	\$1,110	\$1,769	\$2,608
Median	-	\$1,000	\$1,800	\$2,400
Low	-	\$500	\$600	\$600
High	-	\$2,210	\$3,900	\$5,460

^{*}Only one organization reported offering Basic Certification Pay.

^{**}One organization indicated it did not offer Police Certification Pay.

Market Comparison Summary

Consistent with the City's pay strategy, City range minimums were compared to the median, or 50th percentile, of range minimums in the market. The median figure represents the point where 50% of the rates are below the median and 50% of the rates are above the median. Data were aged to October 1, 2025, consistent with the start of its fiscal year.

Consistent with professional compensation standards, LCG requires a minimum of five valid data points to be reported for a benchmark to make comparisons with and draw conclusions from market data. Using a minimum of five data points ensures a more reliable representation of the data that exists within the market and complies with Federal anti-trust safety zone guidelines. Three benchmarks did not receive the minimum number of valid responses; therefore, "N/A" is reflected in the market data sheets and summary comparison data found in Appendix A.

Upon consultation with the City Manager, specific management level classifications from the City of Pearland were removed from the data analysis because the scope of Pearland's jobs are significantly larger than the City of Iowa Colony. These include:

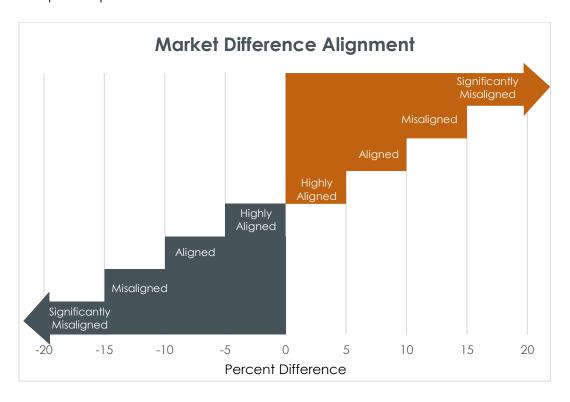
- City Manager
- City Secretary
- City Attorney
- Police Chief

The 2022 study used market index information to establish a pay structure using actual salaries to establish the pay range midpoints. The City determined that the 50th percentile of the market's pay range minimums would be the pay target for comparison with the City's pay range minimums for the purposes of this study. Because the City has an established structure, market difference information was used to update the City's pay structures.

When comparing the City to the market, LCG utilized a market difference to represent the City's position relative to the market. The market position alignment is described in the following table and chart.

Market Difference	Market Position of City's Pay Target
+/- 5%	Highly Aligned
+/- 5% to +/- 10%	Aligned
+/- 10% to +/- 15%	Misaligned
+/- 15% or more	Significantly Misaligned

This concept is depicted as follows.



The survey results showed that, from an aggregate perspective, the City's General classifications are misaligned with the market at -10.7 %. Furthermore, the City's Police classifications are highly aligned with the market at -2.1%. The market result summaries for each benchmark job are included in **Appendix A**.

While this information is reflective of the respective employee groups overall, individual job classifications varied from the market. The data shown for each benchmark job:

- Excludes the City's data.
- Includes data collected from all participant organizations.
- ♣ Is effective as of December 1, 2025.

A comparison of market pay range widths to the City's show a slight difference as depicted in the table below:

Range Widths	2024 City Average	2022 City Average	2024 Market Average	2022 Market Average
General	35.3%	35.2%	46.4%	45.8%
Police Officer, Sergeant, & Lieutenant	18.4%	34.5%*	39.1%	36.3%*

^{*2022} included Police Officer and Police Sergeant only.

PHASE 3: STUDY RECOMMENDATIONS & REPORT

OBJECTIVES

Using the market data, new General and Police compensation plans were developed. LCG also presented implementation options for the City's consideration and determined estimated implementation costs.

PROCESS & METHODOLOGY

Developed Salary Structure

General Classifications

After discussing salary structure options with the City Manager, a general pay structure was developed by applying the overall market difference of 10.7% to the current structure.

An additional step was also added to the existing pay structure for general employees to increase the range widths and more closely match those of the market. This update resulted in range widths at 38% for grades 1 through 16, and 47% for management grades 17 through 20. The wider range widths for higher level classifications provide more flexibility in base pay due to greater variability in function, experience, and market pay typically expected in management classifications.

While the salary ranges for job classifications will change in the updated structure, grades will remain the same for all classifications except the City Secretary, which significantly lags the market, and because of this situation, a one pay grade increase resulted. The resulting General pay structure is included in **Appendix B**.

Police Classifications

Logic Compensation Group discussed options for the Police pay structure, which includes the Police Officer, Police Sergeant, and Police Lieutenant classifications.

Pay grade PS1 includes the Police Officer classification and the market range minimum, significantly lagged the market with a market difference of -14.7%. The current PS1 steps were maintained at a 3% step difference. The Police Corporal and Police Investigator classifications found in grade PS1a were moved to the PS1 grade for ease of employee pay management and to reduce pay grade compression.

While Police Sergeant and Police Lieutenant pay were in general aligned with the market, their pay grades were adjusted to maintain adequate promotional thresholds. The PS2 grade, in which the Police Sergeant classification is assigned, was set 5% above the PS1 grade range max to establish a 5% promotion between these classifications. The current number of steps and the established 3% step difference used for grade PS2 were maintained from the City's current structure.

The PS3 grade, in which the Police Lieutenant classification is assigned, was set 5% above the PS2 grade range max to establish a 5% promotion between these classifications. The number of steps used for grade PS3 were expanded by 3 steps to match the PS2 structure. This extension enables compensation for longevity and experience in this classification. The 3% step difference was maintained consistent with the City's current Police pay structure.

The City may consider offering a certification pay for the Police Corporal and Police Investigator classifications to acknowledge and compensate the higher level responsibilities of these roles. However, certification pay for individuals may impact the promotional increases. The resulting Police pay structure is found in **Appendix B**.

Determined Implementation Cost

With updated pay structures developed, LCG estimated the cost of implementation. Individual employee adjustments are based on an employee's current compensation and step within their respective grade. Two options for the implementation of General and Police pay structures were developed:

- 1. Bring employees to the range minimum or the next highest step in the proposed structure.
- 2. Maintain the employee's current step in the proposed structure.

The total cost for General employees and for Police employees is summarized in the next table. The criteria used to determine the implementation cost impacts were:

- No employee would be paid less than the minimum of the new salary range for their job.
- ♣ No employee's salary would decrease from their current rate.
- All employees must have a salary that is on step.

Options by Group	Dollar Amount	% of Payroll
General Classifications		
Option 1 – Bring to Range Minimum or Next Highest Step	\$47,486	3.1%
Option 2 – Maintain Current Step in Updated Structure	\$155,833	10.2%
Police Classifications		
Option 1 – Bring to Range Minimum or Next Highest Step	\$69,700	7.8%
Option 2 – Maintain Current Step in Updated Structure	\$94,185	10.6%

If the projected implementation costs exceed the City's budget, implementation may need to be phased in over time, depending on the financial situation of the City. LCG does not recommend extending the phase-in period beyond two years, as by the third year, the market will have changed, which could result in the City's pay structures lagging the market if not updated on a regular basis.

The City Manager is excluded from any cost calculations because it is not included in the General salary structure. The City should consider adjustments to City Manager pay based on market data as the job is trailing the market by -8.9%

Guidelines for Structure and Pay Administration

The City may need to establish additional levels within job families to meet growth and work demands in the future. The City may also wish to apply discretion in some instances to account for performance and tenure that have not been accounted for in the implementation options. However, this situation can cause issues with employees

feeling like they have not been treated fairly or in alignment with implementation strategies. The preferred implementation methodology is to apply a consistent approach when implementing the study results and adjusting employee pay.

In terms of structure maintenance, the salary structures should be adjusted annually by a structure movement trend factor to maintain the City's desired level of competitiveness with the market. The structure adjustment can be determined by reviewing CPI or inflation rates, conducting a survey of the City's pay structure adjustment, considering budget forecasting, utilizing pay trend surveys and data, or any combination thereof.

In addition to adjusting the salary structures each year to keep pace with the market, the City should conduct a comprehensive base pay study similar to this study every three to four years.

OUTCOMES & DELIVERABLES

LCG recommends adopting the proposed salary structures and implementing the proposed salary changes to enable the City to retain current employees and attract future employees. Furthermore, LCG recommends ensuring that the City's pay administration guidelines align with study results.

Logic Compensation Group prepared a draft report for the City's review. Following the City's discussion and feedback, adjustments were incorporated to supplement and provide additional clarifications, and this final report was delivered. A virtual presentation to the City Council was made by LCG consultants.

PHASE 4: PROGRAM MAINTENANCE & CLIENT SUPPORT

Additional meetings with the City will be held following the City's implementation of study results. The purpose of these meetings is to assist the City with questions or issues following implementation of the study.

APPENDIX A: MARKET COMPARISON SUMMARY

														MAR	(ET DATA CO	OMPARISON	IS AT 50th PE	RCENTI	LE
			Market Da	ta				IOV	VA COLONY'S	DATA		ACTUA	L SALARY	RANGE /	MINIMUM	RANGE A	MUMIXAN	RANGES	SPREADS
Bench ID	Benchmark Title	# Orgs	FLSA (NE vs. EX)	# Inc	Avg TIP	FLSA	# Inc	TIP	Avg Salary	Range Min	Range Max	Market 50th Salary	Market Diff Iowa Colony vs Mkt	Market 50th Range Min	Market Diff Iowa Colony vs Mkt	Market 50th Range Max	Market Diff Iowa Colony vs Mkt	lowa Colony	Mkt Avg
1	City Manager	15	0% vs. 100%	15	7.4	EX	1	3.5	\$203,299	N/A	N/A	\$221,302	-8.9%	\$173,349	N/A	\$260,024	N/A	N/A	50.0%
2	City Secretary	14	0% vs. 100%	14	6.7	EX	1	7.5	\$76,752	\$64,521	\$86,840	\$112,587	-46.7%	\$104,377	-61.8%	\$152,546	-75.7%	34.6%	46.1%
3	City Attorney	3	N/A	N/A	N/A	EX	1	1.5	\$167,564	\$144,539	\$206,086	N/A	N/A	N/A	N/A	N/A	N/A	42.6%	N/A
4	Building Official	14	14% vs. 86%	14	5.9	EX	0	N/A	N/A	\$75,816	\$101,982	\$98,159	N/A	\$85,563	-12.9%	\$128,335	-25.8%	34.5%	50.0%
5	Municipal Court Clerk/Administrator	15	27% vs. 73%	17	8.5	EX	1	4.5	\$71,260	\$64,521	\$86,840	\$89,974	-26.3%	\$74,518	-15.5%	\$106,245	-22.3%	34.6%	42.6%
6	Deputy Court Clerk	15	93% vs. 7%	36	4.5	NE	1	3.5	\$41,246	\$33,841	\$45,531	\$44,921	-8.9%	\$38,270	-13.1%	\$56,711	-24.6%	34.5%	48.2%
7	Human Resources Manager	2	N/A	N/A	N/A	EX	0	N/A	N/A	\$75,816	\$101,982	N/A	N/A	N/A	N/A	N/A	N/A	34.5%	N/A
8	IT Systems Manager	5	N/A	N/A	N/A	EX	1	0.5	\$98,342	\$89,086	\$119,787	\$97,584	0.8%	N/A	N/A	N/A	N/A	34.5%	N/A
9	Senior Accountant	12	25% vs. 75%	12	2.2	EX	1	4.5	\$94,681	\$75,816	\$101,982	\$88,915	6.1%	\$77,595	-2.3%	\$113,215	-11.0%	34.5%	45.9%
10	Accountant	13	54% vs. 46%	15	3.8	NE	2	0.5	\$64,521	\$64,521	\$86,840	\$67,882	-5.2%	\$61,306	5.0%	\$88,707	-2.2%	34.6%	44.7%
11	Senior Permit Clerk	3	N/A	N/A	N/A	NE	1	7.0	\$50,336	\$46,737	\$62,878	N/A	N/A	N/A	N/A	N/A	N/A	34.5%	N/A
12	Permit Clerk	15	93% vs. 7%	24	3.9	NE	0	N/A	N/A	\$33,841	\$45,531	\$45,946	N/A	\$39,273	-16.1%	\$57,450	-26.2%	34.5%	46.3%
13	Senior Planner	9	0% vs. 100%	11	1.1	EX	0	N/A	N/A	\$75,816	\$101,982	\$77,425	N/A	\$67,100	11.5%	\$100,665	1.3%	34.5%	50.0%
14	Code Enforcement Officer	16	94% vs. 6%	32	4.3	NE	1	0.5	\$39,769	\$39,769	\$53,476	\$55,837	-40.4%	\$45,445	-14.3%	\$64,886	-21.3%	34.5%	42.8%
15	Animal Control Officer	12	100% vs. 0%	24	6.3	NE	1	0.5	\$39,769	\$39,769	\$53,476	\$49,181	-23.7%	\$41,271	-3.8%	\$59,475	-11.2%	34.5%	44.1%
16	Utility Superintendent	11	18% vs. 82%	12	7.7	NE	0	N/A	N/A	\$54,912	\$73,840	\$89,974	N/A	\$74,080	-34.9%	\$111,100	-50.5%	34.5%	50.0%
17	Public Works Foreman	11	64% vs. 36%	22	7.2	NE	1	4.5	\$70,283	\$54,912	\$73,840	\$67,919	3.4%	\$55,261	-0.6%	\$82,891	-12.3%	34.5%	50.0%
18	Public Works Crew Leader	8	100% vs. 0%	47	7.2	NE	1	0.5	\$40,768	\$39,769	\$53,476	\$53,723	-31.8%	\$49,092	-23.4%	\$64,209	-20.1%	34.5%	30.8%
19	Maintenance Worker I	15	100% vs. 0%	165	4.9	NE	2	0.5	\$33,841	\$33,841	\$45,531	\$42,833	-26.6%	\$38,268	-13.1%	\$55,837	-22.6%	34.5%	45.9%
20	Police Chief	15	0% vs. 100%	14	7.2	EX	1	6.0	\$134,409	\$123,011	\$175,406	\$156,938	-16.8%	\$123,670	-0.5%	\$182,898	-4.3%	42.6%	47.9%
24	Telecommunication Operator/Police Dispatcher	15	100% vs. 0%	130	4.2	NE	3	0.5	\$39,769	\$39,769	\$53,476	\$50,386	-26.7%	\$45,150	-13.5%	\$67,714	-26.6%	34.5%	50.0%
25	Fire Marshal	12	42% vs. 58%	13	5.9	EX	1	4.0	\$105,892	\$89,086	\$119,787	\$113,421	-7.1%	\$90,170	-1.2%	\$134,688	-12.4%	34.5%	49.4%
	AGGREGATE COMPARISON				5.5			2.9					-13.8%		-10.7%		-19.7%	35.3%	46.4%

POLICE C	CLASSIFICATIONS																		
														MAR	KET DATA CO	OMPARISON	IS AT 50th PE	RCENTI	LE
			Market Dat	ła				IOV	VA COLONY'S	DATA		ACTUA	L SALARY	RANGE I	MINIMUM	RANGE A	MUMIXAN	RANGES	SPREADS
Bench ID	Benchmark Title	# Orgs	FLSA (NE vs. EX)	# Inc	Avg TIP	FLSA	# Inc	TIP	Avg Salary	Range Min	Range Max	Market 50th Salary	Market Diff Iowa Colony vs Mkt	Market 50th Range Min	Market Diff Iowa Colony vs Mkt	Market 50th Range Max	Market Diff Iowa Colony vs Mkt	lowa Colony	Mkt Avg
21	Police Lieutenant	12	50% vs. 50%	34	6.9	NE	1	1.0	\$50.47	\$49.00	\$53.54	\$56.28	-11.5%	\$48.03	2.0%	\$63.00	-17.7%	9.3%	31.2%
22	Police Sergeant	15	100% vs. 0%	103	6.8	NE	2	0.5	\$39.80	\$39.80	\$47.51	\$44.58	-12.0%	\$39.14	1.7%	\$55.50	-16.8%	19.4%	41.8%
23	Police Officer	16	100% vs. 0%	401	5.1	NE	8	2.0	\$29.58	\$27.88	\$35.32	\$35.56	-20.2%	\$31.91	-14.5%	\$46.04	-30.3%	26.7%	44.3%
	AGGREGATE COMPARISON				6.3			1.2					-13.8%		-2.1%		-20.7%	18.4%	39.1%



APPENDIX B: UPDATED PAY STRUCTURES

City of Iowa Colony 2024-25 Proposed Pay Scale

		Steps	P	Α	В	С	D	E	F	G	н	1	J	K	L	M		
Title	Pay Grade		(Minimum)													(Maximum)		Range Spread
Deputy Court Clerk;		Hourly	\$18.01	\$18.46	\$18.92	\$19.39	\$19.87	\$20.37	\$20.88	\$21.40	\$21.94	\$22.49	\$23.05	\$23.63	\$24.22	\$24.83	2.5%	37.9%
Permits Clerk; Maintenance Worker I;	10	Bi-Weekly	\$1,440.87	\$1,476.80	\$1,513.60	\$1,551.20	\$1,589.60	\$1,629.60	\$1,670.40	\$1,712.00	\$1,755.20	\$1,799.20	\$1,844.00	\$1,890.40	\$1,937.60	\$1,986.40	آر	
Receptionist		Annual	\$37,462.65	\$38,396.80	\$39,353.60	\$40,331.20	\$41,329.60	\$42,369.60	\$43,430.40	\$44,512.00	\$45,635.20	\$46,779.20	\$47,944.00	\$49,150.40	\$50,377.60	\$51,646.40	j.	
9-1-1 Telecommunicator;								4	4			*		4			- n	
Maintenance Crew Leader;		Hourly	\$21.16	\$21.69	\$22.23	\$22.79	\$23.36	\$23.94	\$24.54	\$25.15	\$25.78	\$26.42	\$27.08	\$27.76	\$28.45	\$29.16	2.5%	37.8%
Animal Control Officer; Code Enforcement Officer;	11	Bi-Weekly	\$1,692.80	\$1,735.20	\$1,778.40	\$1,823.20	\$1,868.80	\$1,915.20	\$1,963.20	\$2,012.00	\$2,062.40	\$2,113.60	\$2,166.40	\$2,220.80	\$2,276.00	\$2,332.80	1	
Administrative Assistant		Annual	\$44,012.80	\$45,115.20	\$46,238.40	\$47,403.20	\$48,588.80	\$49,795.20	\$51,043.20	\$52,312.00	\$53,622.40	\$54,953.60	\$56,326.40	\$57,740.80	\$59,176.00	\$60,652.80	1	
-		Hourly	\$24.86	\$25.48	\$26.12	\$26.77	\$27.44	\$28.13	\$28.83	\$29.55	\$30.29	\$31.05	\$31.83	\$32.63	\$33.45	\$34.29	2.5%	37.9%
Permits Coordinator; Lead Telecommunicator	12	Bi-Weekly	\$1,988.80	\$2,038.40	\$2,089.60	\$2,141.60	\$2,195.20	225040%	\$2,306.40	\$2,364.00	\$2,423.20	\$2,484.00	\$2,546.40	\$2,610.40	\$2,676.00	\$2,743.20	أر	
Lead relecommonicator		Annual	\$51,708.80	\$52,998.40	\$54,329.60	\$55,681.60	\$57,075.20	\$58,510.40	\$59,966.40	\$61,464.00	\$63,003.20	\$64,584.00	\$66,206.40	\$67,870.40	\$69,576.00	\$71,323.20	ī	
			-							-							_	
Public Works Foreman;		Hourly	\$29.21	\$29.94	\$30.69	\$31.46	\$32.25	\$33.06	\$33.89	\$34.74	\$35.61	\$36.50	\$37.41	\$38.35	\$39.31	\$40.29	2.5%	37.9%
Building Inspector; Comms/Records Supervisor	13	Bi-Weekly	\$2,336.80	\$2,395.20	\$2,455.20	\$2,516.80	\$2,580.00	\$2,644.80	\$2,711.20	\$2,779.20	\$2,848.80	\$2,920.00	\$2,992.80	\$3,068.00	\$3,144.80	\$3,223.20)	
		Annual	\$60,756.80	\$62,275.20	\$63,835.20	\$65,436.80	\$67,080.00	\$68,764.80	\$70,491.20	\$72,259.20	\$74,068.80	\$75,920.00	\$77,812.80	\$79,768.00	\$81,764.80	\$83,803.20	į.	
		Hourly	\$34.32	\$35.18	\$36.06	\$36.96	\$37.88	\$38.83	\$39.80	\$40.80	\$41.82	\$42.87	\$43.94	\$45.04	\$46.17	\$47.32	2 2.5%	37.9%
Mun Court Clerk/Administrator; Accountant;	14	Bi-Weekly	\$2,745.60	\$2,814,40	\$2,884.80	\$2,956.80	\$3,030.40	\$3,106.40	\$3,184.00	\$3,264.00	\$3,345.60	\$3,429.60	\$3,515.20	\$3,603.20	\$3,693.60	\$3,785.60	2.5%	37.976
Utilities Superintendent;		Annual	\$71,385.60	\$73,174.40	\$75,004.80	\$76,876.80	\$78,790.40	\$80,766.40	\$82,784.00	\$84,864.00	\$86,985.60	\$89,169.60	\$91,395.20	\$93,683.20	\$96,033.60	\$98,425.60		
		Annodi	φ/1,300.60	φ/3,1/4.40	\$70,004.00	\$7 6,07 6.00	\$70,770.40	\$00,766.40	\$02,704.00	φ04,064.00	\$00,700.00	φ07,167.00	φ71,373.20	φ73,603.20	\$70,033.00	φ70,420.00	1	
City Secretary; Sr. Accountant;		Hourly	\$40.33	\$41.34	\$42.37	\$43.43	\$44.52	\$45.63	\$46.77	\$47.94	\$49.14	\$50.37	\$51.63	\$52.92	\$54.24	\$55.60	2.5%	37.9%
Building Official;	15	Bi-Weekly	\$3,226.40	\$3,472.56	\$3,559.08	\$3,648.12	\$3,739.68	\$3,832.92	\$3,928.68	\$4,026.96	\$4,127.76	\$4,231.08	\$4,336.92	\$4,445.28	\$4,556.16	\$4,670.40	j i	
HR Manager; Sr. Planner		Annual	\$83,886.40	\$85,987.20	\$88,129.60	\$90,334.40	\$92,601.60	\$94,910.40	\$97,281.60	\$99,715.20	\$102,211.20	\$104,769.60	\$107,390.40	\$110,073.60	\$112,819.20	\$115,648.00	Į.	
																	1	
Fire Marshal;		Hourly	\$47.39	\$48.57	\$49.78	\$51.02	\$52.30	\$53.61	\$54.95	\$56.32	\$57.73	\$59.17	\$60.65	\$62.17	\$63.72	\$65.31		37.8%
IT Systems Manager; Finance Manager	16	Bi-Weekly	\$3,791.20	\$4,079.88	\$4,181.52	\$4,285.68	\$4,393.20	\$4,503.24	\$4,615.80	\$4,730.88	\$4,849.32	\$4,970.28	\$5,094.60	\$5,222.28	\$5,352.48	\$5,486.04	-	
		Annual	\$98,571.20	\$101,025.60	\$103,542.40	\$106,121.60	\$108,784.00	\$111,508.80	\$114,296.00	\$117,145.60	\$120,078.40	\$123,073.60	\$126,152.00	\$129,313.60	\$132,537.60	\$135,844.80	1	
		Hourly	\$55.68	\$57.35	\$59.07	\$60.84	\$62.67	\$64.55	\$66.49	\$68.48	\$70.53	\$72.65	\$74.83	\$77.07	\$79.38	\$81.76	3.0%	46.8%
Community Dev Director; Finance Director;	17	Bi-Weekly	\$4,454.40	\$4,817.40	\$4,961.88	\$5,110.56	\$5,264.28	\$5,422.20	\$5,585.16	\$5,752.32	\$5,924.52	\$6,102.60	\$6,285.72	\$6,473.88	\$6,667.92	\$6,867.84	i	
Public Works Director		Annual	\$115,814.40	\$119,288.00	\$122,865.60	\$126,547.20	\$130,353.60	\$134,264.00	\$138,299.20	\$142,438.40	\$146,702.40	\$151,112.00	\$155,646.40	\$160,305.60	\$165,110.40	\$170,060.80	1	
Police Chief/Dir. Public Safety;		Hourly	\$65.42	\$67.38	\$69.40	\$71.48	\$73.62	\$75.83	\$78.10	\$80.44	\$82.85	\$85.34	\$87.90	\$90.54	\$93.26	\$96.06	3.0%	46.8%
City Engineer	18	Bi-Weekly	\$5,233.60	\$5,659.92	\$5,829.60	\$6,004.32	\$6,184.08	\$6,369.72	\$6,560.40	\$6,756.96	\$6,959.40	\$7,168.56	\$7,383.60	\$7,605.36	\$7,833.84	\$8,069.04	_	
		Annual	\$136,073.60	\$140,150.40	\$144,352.00	\$148,678.40	\$153,129.60	\$157,726.40	\$162,448.00	\$167,315.20	\$172,328.00	\$177,507.20	\$182,832.00	\$188,323.20	\$193,980.80	\$199,804.80	1	
		Hourly	\$76.87	\$79.18	\$81.56	\$84.01	\$86.53	\$89.13	\$91.80	\$94.55	\$97.39	\$100.31	\$103.32	\$106.42	\$109.61	\$112.90	3.0%	46.9%
City Attorney;	19	Bi-Weekly	\$6,149.60	\$6,651.12	\$6,851.04	\$7,056.84	\$7,268.52	\$7,486.92	\$7,711.20	\$7,942.20	\$8,180.76	\$8,426.04	\$8,678.88	\$8,939.28	\$9,207.24	\$9,483.60	3.0%	40.776
Assistant City Manager	.,	Annual					\$179,982.40		1.1		\$202,571.20		1 1	\$221,353.60				
		, anodi	ψ107,007.00	ψ104,074.40	ψ137,044.00	ψ174,740.00	ψ177,702.40	φ100,070.40	ψ170,7 44 .00	ψ176,66 4 .00	φ202,071.20	Ψ200,044.00	φ21 4 ,700.00	Ψ221,000.00	ΨΖΖ/,/00.00	φ204,002.00	4	
		Hourly	\$90.32	\$93.03	\$95.82	\$98.69	\$101.65	\$104.70	\$107.84	\$111.08	\$114.41	\$117.84	\$121.38	\$125.02	\$128.77	\$132.63	3.0%	46.8%
	20	Bi-Weekly	\$7,225.60	\$7,814.52	\$8,048.88	\$8,289.96	\$8,538.60	\$8,794.80	\$9,058.56	\$9,330.72	\$9,610.44	\$9,898.56	\$10,195.92	\$10,501.68	\$10,816.68	\$11,140.92	2	
		Annual	\$187,865.60	\$193,502.40	\$199,305.60	\$205,275.20	\$211,432.00	\$217,776.00	\$224,307.20	\$231,046.40	\$237,972.80	\$245,107.20	\$252,470.40	\$260,041.60	\$267,841.60	\$275,870.40	Į.	
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^{*}Light blue text indicates future positions that the City has allocated into pay grades.

PUBLIC SAFETY (POLICE)

				r	Α	В	C	U	t	r	G	н		
_	Title	Pay Grade		(Minimum)				(Midpoint)				(Maximum)	Step Spread	Range Spread
			Hourly	\$31.91	\$32.87	\$33.86	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26	\$40.44	3.0%	26.7%
	Police Officer;		Bi-Weekly (84)	\$2,680.42	\$2,761.08	\$2,844.24	\$2,929.92	\$3,018.12	\$3,108.84	\$3,202.08	\$3,297.84	\$3,396.96		
	Police Corporal;	PS1	Annual (2184)	\$69,690.82	\$71,788.08	\$73,950.24	\$76,177.92	\$78,471.12	\$80,829.84	\$83,254.08	\$85,743.84	\$88,320.96		
	Police Investigator		Bi-Weekly (80)	\$2,552.78	\$2,629.60	\$2,708.80	\$2,790.40	\$2,874.40	\$2,960.80	\$3,049.60	\$3,140.80	\$3,235.20		
			Annual (2080)	\$66,372.21	\$68,369.60	\$70,428.80	\$72,550.40	\$74,734.40	\$76,980.80	\$79,289.60	\$81,660.80	\$84,115.20		
_				(Minimum)			(Midpoint)			(Maximum)				
			Hourly	\$42.46	\$43.74	\$45.05	\$46.40	\$47.79	\$49.22	\$50.70			3.0%	19.4%
			Bi-Weekly (84)	\$3,566.81	\$3,674.16	\$3,784.20	\$3,897.60	\$4,014.36	\$4,134.48	\$4,258.80				
	Police Sergeant	PS2	Annual (2184)	\$92,737.01	\$95,528.16	\$98,389.20	\$101,337.60	\$104,373.36	\$107,496.48	\$110,728.80				
			Bi-Weekly (80)	\$3,396.96	\$3,499.20	\$3,604.00	\$3,712.00	\$3,823.20	\$3,937.60	\$4,056.00				
			Annual (2080)	\$88,320.96	\$90,979.20	\$93,704.00	\$96,512.00	\$99,403.20	\$102,377.60	\$105,456.00				
_				(Minimum)			(Midpoint)			(Maximum)				
			Hourly	\$53.24	\$54.83	\$56.47	\$58.16	\$59.90	\$61.70	\$63.55			3.0%	19.4%
	Police Lieutenant	PS3	Bi-Weekly (80)	\$4,258.80	\$4,386.40	\$4,517.60	\$4,652.80	\$4,792.00	\$4,936.00	\$5,084.00				
			Annual (2080)	\$110,728.80	\$114,046.40	\$117,457.60	\$120,972.80	\$124,592.00	\$128,336.00	\$132,184.00				

City of Iowa Colony Proposed Pay Scale - 2025 Salary Survey Implementation

GENERAL

<u> </u>			Р	Α	В	С	D	E	F	G	н		J	K	L	M
	Pay		-	Α		•		-	•	9	"	•	•	ĸ	-	
Title	Grade		(Minimum)						(Mid							(Maximum)
Deputy Court Clerk; Permits Clerk;		Hourly	18.01	18.46	18.92	19.39	19.87	20.37	20.88	21.40	21.94	22.49	23.05	23.63	24.22	24.83
Maintenance Worker I;	10	Bi-Weekly	1,440.80	1,476.80	1,513.60	1,551.20	1,589.60	1,629.60	1,670.40	1,712.00	1,755.20	1,799.20	1,844.00	1,890.40	1,937.60	1,986.40
Receptionist		Annual	37,460.80	38,396.80	39,353.60	40,331.20	41,329.60	42,369.60	43,430.40	44,512.00	45,635.20	46,779.20	47,944.00	49,150.40	50,377.60	51,646.40
9-1-1 Telecommunicator; Maintenance Crew Leader;		Hourly	21.16	21.69	22.23	22.79	23.36	23.94	24.54	25.15	25.78	26.42	27.08	27.76	28.45	29.16
Animal Control Officer; Code Enforcement Officer;	11	Bi-Weekly	1,692.80	1,735.20	1,778.40	1,823.20	1,868.80	1,915.20	1,963.20	2,012.00	2,062.40	2,113.60	2,166.40	2,220.80	2,276.00	2,332.80
Administrative Assistant		Annual	44,012.80	45,115.20	46,238.40	47,403.20	48,588.80	49,795.20	51,043.20	52,312.00	53,622.40	54,953.60	56,326.40	57,740.80	59,176.00	60,652.80
D 11 O 11 I		Hourly	24.86	25.48	26.12	26.77	27.44	28.13	28.83	29.55	30.29	31.05	31.83	32.63	33.45	34.29
Permits Coordinator; Lead Telecommunicator	12	Bi-Weekly	1,988.80	2,038.40	2,089.60	2,141.60	2,195.20	2,250.40	2,306.40	2,364.00	2,423.20	2,484.00	2,546.40	2,610.40	2,676.00	2,743.20
		Annual	51,708.80	52,998.40	54,329.60	55,681.60	57,075.20	58,510.40	59,966.40	61,464.00	63,003.20	64,584.00	66,206.40	67,870.40	69,576.00	71,323.20
			ı													
Public Works Foreman;		Hourly	29.21	29.94	30.69	31.46	32.25	33.06	33.89	34.74	35.61	36.50	37.41	38.35	39.31	40.29
Building Inspector (future)	13	Bi-Weekly	2,336.80	2,395.20	2,455.20	2,516.80	2,580.00	2,644.80	2,711.20	2,779.20	2,848.80	2,920.00	2,992.80	3,068.00	3,144.80	3,223.20
Comms/Records Supervisor		Annual	60,756.80	62,275.20	63,835.20	65,436.80	67,080.00	68,764.80	70,491.20	72,259.20	74,068.80	75,920.00	77,812.80	79,768.00	81,764.80	83,803.20
Mun Court Clerk/Administrator;		Hourly	34.32	35.18	36.06	36.96	37.88	38.83	39.80	40.80	41.82	42.87	43.94	45.04	46.17	47.32
Accountant; Utilities Superintendent;	14	Bi-Weekly	2,745.60	2,814.40	2,884.80	2,956.80	3,030.40	3,106.40	3,184.00	3,264.00	3,345.60	3,429.60	3,515.20	3,603.20	3,693.60	3,785.60
PW Superintendent (future)		Annual	71,385.60	73,174.40	75,004.80	76,876.80	78,790.40	80,766.40	82,784.00	84,864.00	86,985.60	89,169.60	91,395.20	93,683.20	96,033.60	98,425.60
															•	
City Secretary;		Hourly	40.33	41.34	42.37	43.43	44.52	45.63	46.77	47.94	49.14	50.37	51.63	52.92	54.24	55.60
Building Official; HR Manager;	15	Bi-Weekly	3,226.40	3,472.56	3,559.08	3,648.12	3,739.68	3,832.92	3,928.68	4,026.96	4,127.76	4,231.08	4,336.92	4,445.28	4,556.16	4,670.40
Sr. Planner		Annual	83,886.40	85,987.20	88,129.60	90,334.40	92,601.60	94,910.40	97,281.60	99,715.20	102,211.20	104,769.60	107,390.40	110,073.60	112,819.20	115,648.00
Fire Marshal;		Hourly	47.39	48.57	49.78	51.02	52.30	53.61	54.95	56.32	57.73	59.17	60.65	62.17	63.72	65.31
IT Systems Manager;	16	Bi-Weekly	3,791.20	4,079.88	4,181.52	4,285.68	4,393.20	4,503.24	4,615.80	4,730.88	4,849.32	4,970.28	5,094.60	5,222.28	5,352.48	5,486.04
Finance Manager		Annual	98,571.20	101,025.60	103,542.40	106,121.60	108,784.00	111,508.80	114,296.00	117,145.60	120,078.40	123,073.60	126,152.00	129,313.60	132,537.60	135,844.80
		Hourly	55.68	57.35	59.07	60.84	62.67	64.55	66.49	68.48	70.53	72.65	74.83	77.07	79.38	81.76
Community Dev Director (future); Finance Director (future)	17	Bi-Weekly	4,454.40	4,817.40	4,961.88	5,110.56	5,264.28	5,422.20	5,585.16	5,752.32	5,924.52	6,102.60	6,285.72	6,473.88	6,667.92	6,867.84
		Annual	115,814.40	119,288.00	122,865.60	126,547.20	130,353.60	134,264.00	138,299.20	142,438.40	146,702.40	151,112.00	155,646.40	160,305.60	165,110.40	170,060.80
D. I. Ol. ((D) D. I. O. ()		Hourly	65.42	67.38	69.40	71.48	73.62	75.83	78.10	80.44	82.85	85.34	87.90	90.54	93.26	96.06
Police Chief/Dir. Public Safety; City Engineer (future)	18	Bi-Weekly	5,233.60	5,659.92	5,829.60	6,004.32	6,184.08	6,369.72	6,560.40	6,756.96	6,959.40	7,168.56	7,383.60	7,605.36	7,833.84	8,069.04
		Annual	136,073.60	140,150.40	144,352.00	148,678.40	153,129.60	157,726.40	162,448.00	167,315.20	172,328.00	177,507.20	182,832.00	188,323.20	193,980.80	199,804.80
C't. Att		Hourly	76.87	79.18	81.56	84.01	86.53	89.13	91.80	94.55	97.39	100.31	103.32	106.42	109.61	112.90
City Attorney; Assistant City Manager	19	Bi-Weekly	6,149.60	6,651.12	6,851.04	7,056.84	7,268.52	7,486.92	7,711.20	7,942.20	8,180.76	8,426.04	8,678.88	8,939.28	9,207.24	9,483.60
		Annual	159,889.60	164,694.40	169,644.80	174,740.80	179,982.40	185,390.40	190,944.00	196,664.00	202,571.20	208,644.80	214,905.60	221,353.60	227,988.80	234,832.00
		Hourly	90.32	93.03	95.82	98.69	101.65	104.70	107.84	111.08	114.41	117.84	121.38	125.02	128.77	132.63
	20	Bi-Weekly	7,225.60 187,865.60	7,814.52 193,502.40	8,048.88 199,305.60	8,289.96 205,275.20	8,538.60 211,432.00	8,794.80 217,776.00	9,058.56 224,307.20	9,330.72 231,046.40	9,610.44	9,898.56 245,107.20	10,195.92 252,470.40	10,501.68	10,816.68	11,140.92 275,870.40
1	1	Annual	107,865.60	193,302.40	177,305.60	205,275.20	211,432.00	217,776.00	224,307.20	231,046.40	237,972.80	245,107.20	252,4/0.40	260,041.60	267,641.60	2/3,6/U <u>.4U</u>

City of Iowa Colony Proposed Pay Scale - 2025 Salary Survey Implementation

PUBLIC SAFETY (POLICE)

	Dent		P	Α	В	С	D	E	F	G	н
Title	Pay Grade		(Minimum)				(Midpoint)				(Maximum)
		Hourly	31.91	32.87	33.86	34.88	35.93	37.01	38.12	39.26	40.44
Police Officer;		Bi-Weekly (84)	2,680.44	2,761.08	2,844.24	2,929.92	3,018.12	3,108.84	3,202.08	3,297.84	3,396.96
Police Corporal (E-H only);	PS1	Annual (2184)	69,691.44	71,788.08	73,950.24	76,177.92	78,471.12	80,829.84	83,254.08	85,743.84	88,320.96
Police Investigator (E-H only)		Bi-Weekly (80)	2,552.80	2,629.60	2,708.80	2,790.40	2,874.40	2,960.80	3,049.60	3,140.80	3,235.20
		Annual (2080)	66,372.80	68,369.60	70,428.80	72,550.40	74,734.40	76,980.80	79,289.60	81,660.80	84,115.20
			(Minimum)			(Midpoint)			(Maximum)		
		Hourly	42.46	43.73	45.04	46.39	47.78	49.21	50.69		
		Bi-Weekly (84)	3,566.64	3,673.32	3,783.36	3,896.76	4,013.52	4,133.64	4,257.96		
Poiice Sergeant	PS2	Annual (2184)	92,732.64	95,506.32	98,367.36	101,315.76	104,351.52	107,474.64	110,706.96		
		Bi-Weekly (80)	3,396.80	3,498.40	3,603.20	3,711.20	3,822.40	3,936.80	4,055.20		
		Annual (2080)	88,316.80	90,958.40	93,683.20	96,491.20	99,382.40	102,356.80	105,435.20		
		Hourly	53.22	54.82	56.46	58.15	59.89	61.69	63.54		
Police Lieutenant	PS3	Bi-Weekly (80)	4,257.60	4,385.60	4,516.80	4,652.00	4,791.20	4,935.20	5,083.20		
		Annual (2080)	110,697.60	114,025.60	117,436.80	120,952.00	124,571.20	128,315.20	132,163.20		



MEMORANDUM

Date: March 26, 2025

To: Planning and Zoning Members

Mayor Kennedy & City Council Members

From: Dinh V. Ho, P.E.

RE: Creekhaven Subdivision – Monument Sign Variance

Staff's Summary and Recommendations

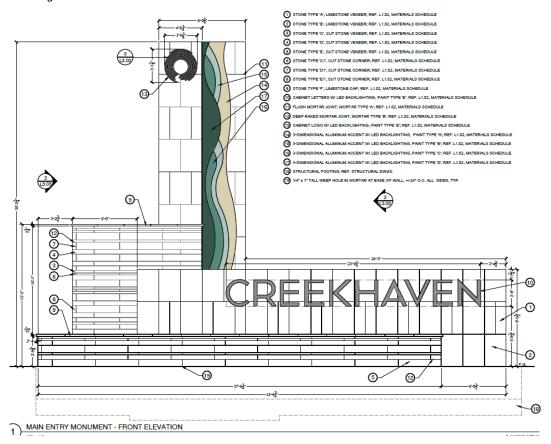
CC: Robert Hemminger Kayleen Rosser

Terralab Landscape Architects, on behalf of Sandy Point Owner, LP, submitted a sign ordinance request for the primary subdivision monument for the Creekhaven Subdivision Development.

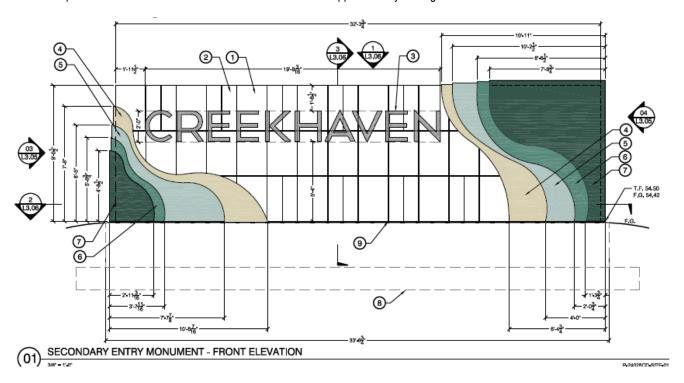
The primary monument sign is located at the SH 288 southbound frontage road and Creekhaven Parkway.

Applicant is requesting a variance to the following:

1. Install a Primary monument sign that is greater than the allowable effective area (36 sqft) and height of a monument sign (4') as defined in the sign ordinance. The proposed design is approximately 43' wide with a vertical component that is approximately 30' in height. See below.



2. A secondary monument wall located approximately 800' west from the SH 288 frontage road. The request is for an increase of 3 sqft of the allowable effective area of the monument and approximately 12" higher than code.



Staff Recommendations:

After reviewing the request for a variance to allow for increase in the size of the monument signage for the Creekhaven Subdivision Primary and Secondary Entry Monuments, staff recommend approval based on the following considerations:

- Enhanced Visibility & Safety: The proposed signage ensures clear visibility for motorists and pedestrians, improving wayfinding and reducing potential traffic confusion.
- 2. Aesthetic & Community Compatibility: The design aligns with surrounding developments and maintains architectural elements with the area's character.
- 3. Economic & Business Support: Granting the variance supports local businesses by improving brand recognition and attracting homebuyers, commercial customers, contributing to economic growth.
- 4. Minimal Impact on Surroundings: The signage does not obstruct views, create visual clutter, or negatively impact adjacent properties.
- 5. Compliance with Intent of Regulations: While exceeding standard size limits, the sign meets the overall intent of local signage guidelines in terms of safety, quality, and public benefit.

Based on these factors, staff recommends approval to the variance for the monument signage.

Item 15.



APPLICATION FOR VARIANCE REQUEST or APPEAL

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the www.iowacolonytx.gov for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is \$1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

	ation may be used for several ,000, due at the time of subm									
TYPE OF VARIANCE I	REQUEST (SELECT ONE):	ZONING	UDCZON	ING ORDINANCE X	_SIGN ORDINANCE _	APPEAL				
APPLICANT INFORMA	ATION:									
Name of Applicant:	Terralab Landscape Architects									
Address of Applicant:	5600 NW Central Dr. Ste, 260		Phone	(713) 239-0130 x203						
	Houston, TX 77092		Email:	jaime@terralabla.com						
Name of Owner:	Sandy Point Dev Owner LP									
Address of Owner:	845 Texas Avenue, Suite 3300		Phone	(224) 715-0245						
	Houston, TX 77002		Email:	Kasper Musteikis@hines	s.com					
PROPERTY INFORMA	TION:									
Address of Subject Pro	perty: Intersection of Creekhave	-	· · ·							
Legal Description of Su	bject Property: Remainder of a c	called 7.9175 acres	to Sandy Point Owner	.P C.F. No 2023012558 B.C	C.O.P.R					
	o(s):									
Current Zoning: PUD			Water	and Sanitary Serviced by	r:					
	Circle One): Private or Pul	olic	FIRM N	1ap Panel Number: 4803	39C0120K					
	APPEAL INFORMATION: Requode or Sign Ordinance that the Sign Ordinance Sec. 24	Variance Reques								
Request and rea	Increase in allowable size	e/area for the primar	y subdivision entrance si	n at Valley Vista Dr. (Hwy 28	8 frontage rd.) due to visibilit	y, marketing,				
rtoquoot and roc		ns over distance fro	m Hwy 288. See attach	ed Variance Request Justific	cation letter for more detail	S.				
List Ordinance or C	ode: Sign Ordinance Sec. 24	4								
Request and rea	Miner (minima) increase in alle	owable size/area for seco	ndary subdivision entrance sign	(internal to development) due to add	ditional setback from easement adja	acent to R.O.W.				
1,		etic and proportions to	o match other sign at Hwy	288. See attached Variance F	Request Justification letter for	more details.				
List of supplemental do	cumentation provided: <u>Variance</u>	Request Justificat	ion Letter, Exhibits A, B	C, & D						
Planning Commission [Date Requested: April 1st, 2025		City Co	uncil Date Requested: _^	April 14, 2025					
Requestor Signature or	Owner and Date:	JAIME P	UJOL	Dolah spred by JAME PILOL BN C-US E-MAMENTERRALABLACOM, O-TERRALAB L Ball: 2013-09-25 13 56-34-0500*	LANDSCAPE ARCHITECTS, OU-SENIGR ASSOCIATE, CN-JAIME PURCE.	IL				
FOR CITY USE ONLY	: Application Received By:		Date Re	ceived:						
Planning Commission	Date:		Fee Re	eived:						
City Council Date:			Notifica	Notifications Required: [] Published Notice [] Public Hearing						
Date Approved or Den	ed:		[] Posti	[] Posting on Property (applicant responsibility) [] Personal Notice						
Project No.:			[] Writto	[] Written Notice of Decision						

Variance Request Justification for Creekhaven Master-Planned Community Signage

Dear Members of the Planning Commission,

On behalf of the development team for the Creekhaven Master-Planned Community, we respectfully request a variance from the current sign ordinance as defined under Article III, Section 30-62 of the City of Iowa Colony's zoning regulations.

Creekhaven is a thoughtfully designed, master-planned community spanning approximately **950 acres**, and will ultimately deliver high-quality housing, parks, trails, and neighborhood amenities to support the city's growth. The project is a long-term, multi-phased investment that will generate significant economic and social value for the City of Iowa Colony.

However, the current signage restrictions — specifically, a maximum height of 4 feet and 36 square feet of effective area for Residential Use, per Table 24 of the Sign Ordinance — creates an undue hardship for a development of this magnitude, particularly considering Creekhaven's only point of access along Valley Vista Dr. (Hwy. 288 frontage) and the visibility / marketing window from State Highway 288.

We respectfully submit the following points in support of a variance for the primary subdivision entrance sign:

1. Limited Visibility at Highway Speeds:

Highway 288 serves as a high-speed thoroughfare where vehicles travel at 55 mph or faster. A sign sized to comply with the current requirements for residential district zoning and use, located beyond Valley Vista Dr. (feeder road), is insufficient to attract the attention of passing motorists, making it ineffective for marketing and wayfinding purposes. The proposed sign is located approximately 140 feet from the edge of the southbound lanes Hwy 288. In addition, this sign is the only visual indication for the residential component of the community, as the homes are located behind the future commercial properties (along frontage) and existing pipeline easements, approximately 725 feet down Creekhaven Blvd. This sign is located on the south side of the entrance at Creekhaven Blvd. and does not impede visibility of incoming or outgoing traffic at the entrance. Traffic along Valley Vista Dr. is southbound one-way.

2. Economic Impact & Sales Performance:

Signage is one of the most essential tools for community awareness and home sales. Limiting the size and visibility of the subdivision entrance sign to the extent of the current requirements, in the context of this project, limits the developer's ability to market homes effectively and directly impacts absorption rates, sales tax revenue, and the long-term success of the community.

3. Scale of the Development:

We believe a 950-acre development warrants greater flexibility in signage to reflect its scale, investment, and multi-year build-out. We believe the current, Residential Zoning District signage requirements do not reflect the needs of a regional-scale community like Creekhaven.

4. Consistency with Master Plan Vision:

High-quality monument signage is not only a marketing necessity but a critical design element that sets the tone for the community's branding, architectural character, and value proposition. Our proposed signage would be aesthetically aligned with the design guidelines of the master plan and complementary to the City's visual identity.

5. Precedent & Comparable Standards:

Other cities in the Houston metropolitan area allow taller and more visible monument signs for large-scale communities, especially when fronting major highways. Granting a variance would bring Iowa Colony in line with best practices across the region.

We respectfully submit the following points in support of a variance for the secondary, internal subdivision entrance sign:

1. Request for minor increase in size and area:

The secondary subdivision entrance sign is located internal to the development, approximately 800 feet from the main entrance along Valley Vista Dr., beyond future commercial tracts and significant easements, where the residential component of the community truly begins. The proposed sign exceeds the current signage requirements by 3 sf. in area and 12" in total height of the structure. Due to an additional easement adjacent to the R.O.W., this sign is set back further than the minimum requirements. We are requesting that the minimal increase in size be allowable due to the additional setback from the roadway, speed of travel along the collector road, and desire to maintain consistency in scale, proportions, and readability in relation to the primary entrance sign located at Valley Vista Dr, without major alterations.

We are committed to working collaboratively with City staff and the Commission to create a signage solution that balances the City's design goals with the functional marketing needs of Creekhaven. Our team is proposing a subdivision entrance sign with increased height and area, scaled appropriately for the highway frontage and in harmony with the overall master plan aesthetic.

We respectfully request approval of this variance to support the long-term viability and success of the Creekhaven community and ensure it contributes positively to the growth and identity of Iowa Colony.

Please see the attached exhibits showing location, scale, aesthetic, and context of the proposed subdivision entrance sign as it relates to the requested variance.

Sincerely,

Terralab Landscape Architects

EXHIBIT A: SIGN LOCATIONS AND CONTEXT



EXHIBIT B: PRIMARY SUBDIVISION ENTRANCE SIGN AT VALLEY VISTA DR. (VIEW FROM HWY 288)

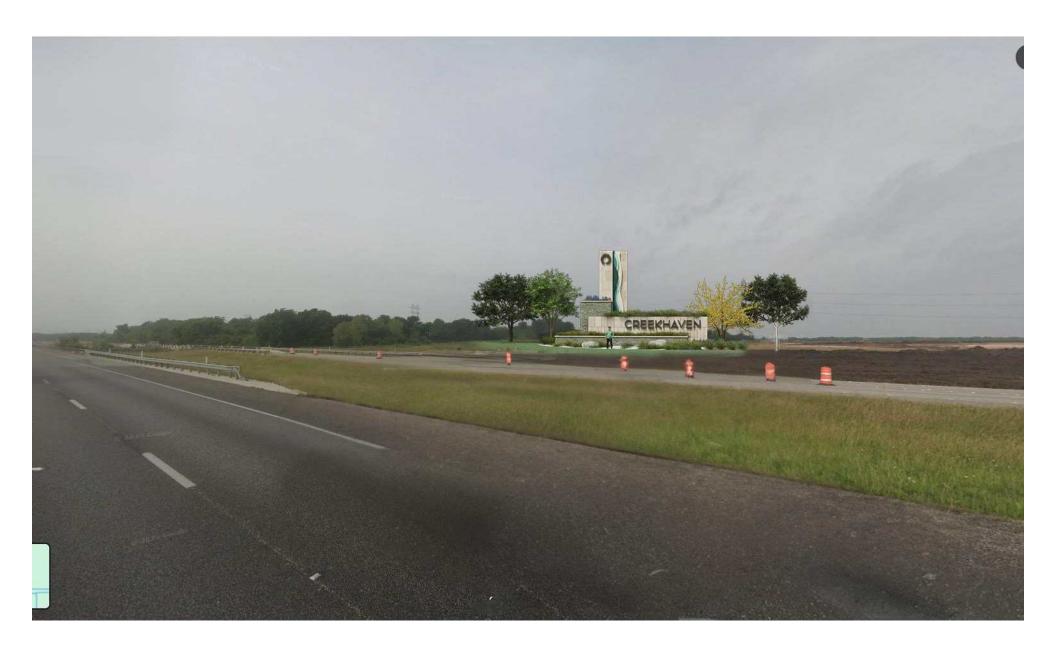


EXHIBIT C: PRIMARY SUBDIVISION ENTRANCE SIGN



EXHIBIT D: SECONDARY (INTERNAL) SUBDIVISION ENTRANCE SIGN



ORDITALICE ITO:	ORDINANCE NO.
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AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS GRANTING A WAIVER AND VARIANCE TO CERTAIN SIGN REGULATIONS UNDER CHAPTER 30, ARTICLE III, SECTION 30-62, WITHIN THE CREEKHAVEN MASTER-PLANNED COMMUNITY; WITH RELATED PROVISIONS

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

SECTION 1. Findings of Fact

- **a.** The Planning and Zoning Commission has made a recommendation to the City Council concerning this variance.
- **b.** The City Council has determined that a waiver or variance should be granted as herein provided, because the criteria in Chapter 30, Article III, Section 30-62 and other applicable standards have been satisfied.
- **c.** All requirements of law concerning this ordinance and the waiver and variance herein granted have been satisfied.

SECTION 2. Legal Requirements

The Iowa Colony, Texas – Code of Ordinances, Chapter 30-Signs, Article III, Section 30-62. Freestanding signs provides:

Restrictions and dimensional requirements for freestanding signs. These include, but are not limited to, height, area, setback, location, and number of signs allowed within a given zoning classification.

SECTION 3. Background

The City has received an application for a variance from the requirements of Section 30-62 for the installation of a freestanding sign at the entrance to the Creekhaven Master-Planned Community. The variance seeks to allow for an increase in the size of the monument signage for the Creekhaven Subdivision Primary and Secondary Entry Monuments. The background is more fully stated in the Staff Report attached hereto and incorporated herein in full.

SECTION 4. Grant of Waiver and Variance

Accordingly, the City Council hereby grants a waiver and variance to the requirements of Chapter 30-Signs, Article III, Section 30-62. Freestanding signs concerning an increase in the size of the monument signage for the Creekhaven Subdivision Primary and Secondary Entry Monuments; provided, however, that this variance is granted:

- a. only to the extent shown in the **attached drawing(s)**;
- **b.** but only to the extent stated in the **Staff Report attached hereto**;
- c. in reliance upon the statements of fact in the **attached Application for Variance**Request or Appeal filed in this matter; and
- **d.** subject to any conditions or limitations stated in the Staff Report.

SECTION 5. Savings Clause

The City of Iowa Colony Code of Ordinances and all other ordinances of the City shall remain in full force and effect except as specifically provided herein.

SECTION 6. Severance Clause

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

SECTION 7. Effective Date

This ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED ON APRIL 14, 2025.

	CITY OF IOWA COLONY
	By:WIL KENNEDY, MAYOR
ATTEST:	
KAYLEEN ROSSER, CITY SECRETARY	

APPLICATION AND STAFF REPORT

ATTACHMENTS TO ORDINANCE GRANTING
VARIANCE TO CERTAIN PROVISIONS OF
CITY OF IOWA COLONY CODE OF ORDINANCES FOR
CREEKHAVEN MASTER-PLANNED COMMUNITY

Item 16.



Item is scheduled for placement on the

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.

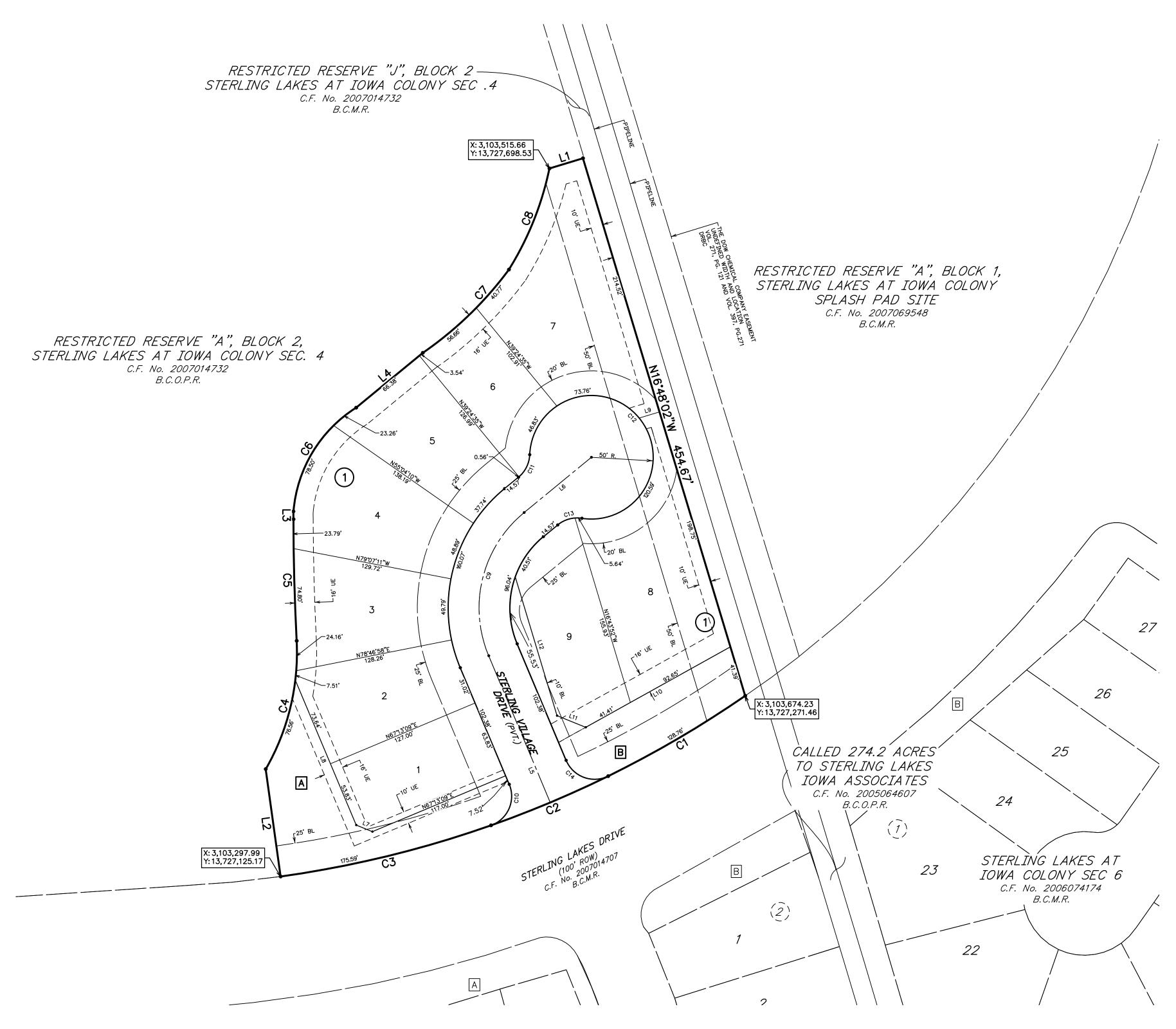
	•		,	,
Date: 4/9/2025				
Department Making Request: 35	- Community Deve	elopment		
Person Making Request: Dinh Ho	o, P.E.			
Item Type: Action (other)				
Budgeted? NO Co	ost: 0			
If budgeted, identify account:				
Short Description:				•
Proposed partial replat of the for development of 9 lots on				posed plat is
Explanation/Justification Details:				
Quiddity Engineering submitt plat. The proposed plat is for Section 4.	•		•	
The area to be proposed to b Restricted to Recreation.	pe replatted to lots	is within Res	tricted Reserve	"A" -
The tract was identified within II lots, or lots greater equal or				• • • •
Staff has no objections to the meets the requirements of th			•	
However, Staff defers to City restrictions from Recreation t		_	g the removal o	f the
Requestor Signature:	H, P.E.			
This section to be completed by Ci	ity Secretary, City Atto	orney, and City	Manager's Office	only:
Legal Review is complete, legal do	ocuments are prepare	d:		
			City Attorney	
Item is approved for placement or	n Council Agenda:			

City Manager

Council Agenda.

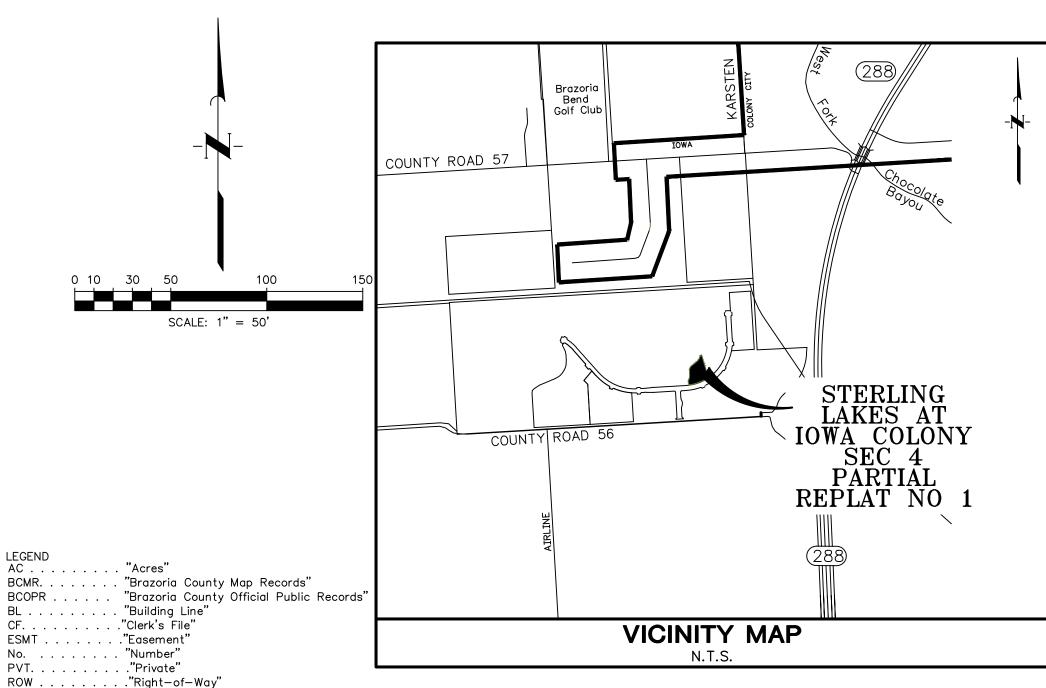
RESTRICTED RESERVE A Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.24 AC
10,605 Sq. Ft.

RESTRICTED RESERVE B Restricted to Open Space, Landscape, Incidental Utility Purposes Only 8,233 Sq. Ft.



	LINE TAB	ILE				CURVE	TABLE		
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
L1	N73°11'58"E	28.36'	C1	875.00'	8°25'54"	128.76'	N59*37'52"E	128.65'	64.50'
L2	S07*54'39"E	87.83'	C2	875.00'	6°44'40"	103.00'	N67°13'09"E	102.94'	51.56'
L3	S00°09'18"E	6.27	С3	875.00'	11°29'52"	175.59'	N76°20'25"E	175.29'	88.09'
L4	S50°35'25"W	69.93'	C4	189.16'	32°46'57"	108.23'	N13°32'51"E	106.76'	55.64'
L5	S22°46'51"E	128.85'	C5	2100.88	2°41'19"	98.59'	S01°29'58"E	98.58'	49.30'
L6	S50°35'25"W	70.47'	C6	110.03'	52 ° 59'07"	101.76'	S31°08'43"W	98.17	54.84'
L7	S67°46'51"E	14.14'	C7	296.20'	18 ° 50'50"	97.44'	N45°57'21"E	97.00'	49.16'
L8	N22°46'51"W	127.53'	C8	251.02'	20°15'00"	88.72'	N21°50'11"E	88.26'	44.83'
L9	N73°11'58"E	17.29'	С9	100.00'	73°22'16"	128.06'	S13°54'17"W	119.48'	74.50'
L10	S60°56'53"W	134.07'	C10	25.00'	93°22'20"	40.74	N23°54'19"E	36.38'	26.52'
L11	S67*53'29"E	25.09'	C11	25.00'	48°11'23"	21.03'	N26°29'44"E	20.41'	11.18'
L12	N16°43'52"W	117.37'	C12	50.00'	276*22'46"	241.19'	N39°24'35"W	66.67'	44.72'
			C13	25.00'	48°11'23"	21.03'	S74°41'07"W	20.41	11.18'
			C14	25.00'	93°22'20"	40.74	S69*28'01"E	36.38'	26.52

				CURVE	TABLE		
STANCE	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
28.36'	C1	875.00'	8°25'54"	128.76'	N59°37'52"E	128.65'	64.50'
37.83	C2	875.00'	6*44'40"	103.00'	N6713'09"E	102.94'	51.56'
6.27'	С3	875.00'	11 ° 29'52"	175.59'	N76°20'25"E	175.29'	88.09'
9.93'	C4	189.16'	32°46'57"	108.23'	N13°32'51"E	106.76'	55.64'
28.85'	C5	2100.88	2'41'19"	98.59'	S01°29'58"E	98.58'	49.30'
'0.47'	C6	110.03'	52°59'07"	101.76'	S31°08'43"W	98.17'	54.84'
4.14'	C7	296.20'	18 ° 50'50"	97.44'	N45°57'21"E	97.00'	49.16'
27.53'	C8	251.02'	20°15'00"	88.72'	N21°50'11"E	88.26'	44.83'
7.29'	С9	100.00'	73°22'16"	128.06'	S13*54'17"W	119.48'	74.50'
34.07'	C10	25.00'	93°22'20"	40.74'	N23*54'19"E	36.38'	26.52'
25.09'	C11	25.00'	48"11'23"	21.03'	N26°29'44"E	20.41'	11.18'
17.37'	C12	50.00'	276*22'46"	241.19'	N39°24'35"W	66.67	44.72'
	C13	25.00'	48°11'23"	21.03'	S74°41'07"W	20.41'	11.18'
	C14	25.00'	93°22'20"	40.74'	S69°28'01"E	36.38'	26.52'



Sq. Ft. "Square Feet"

WLE "Water Line Easement • "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"

1. All drainage easements shown hereon shall be kept clear of fences, buildings, foundations, 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.

The property subdivided in the foregoing plat lies within Brazoria County Drainage District No 5.
 This subdivision employs a drainage system, which utilizes streets and adjacent properties to store and convey storm

water. Thus, during storm events, ponding of water should be expected to occur in the subdivision. 5. Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat. 6. All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.

7. No Building Permits will be issued until all storm drainage improvements, which may include detention, have been 8. 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, or a six (6) month extension period granted by the City

9. According to Map No. 48039C0110K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Montgomery County, Texas, dated December 30, 2020, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 0.2% annual chance floodplain.

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.

10. All bearings based on the Texas State Plane Coordinate System, South Central Zone. 11. Monuments set as exterior boundary markers will be set with a minimum of five eights (5/8) inch iron rod or three quarters (3/4) inch iron pipe at least thirty six (36) inches long, encased in concrete for a minimum of eighteen inches below the surface of the ground.

12. All permanent reference monuments ("PRM") will be set at all boundary line angle points, block corners, angle points, points of curvature, and at intervals not to exceed one thousand (1,000) feet. Permanent reference monuments shall conform to the Texas professional land surveying practices act and the general rules of procedures and practices.

13. All monuments will be set to the standard of the Texas society of professional land surveying practices act and the general rules of procedures and practices of the Texas board of professional land surveying and shall bear reference 14. All streets shall be constructed in accordance with the city's design criteria.

15. All water and wastewater facilities shall conform to the city's design criteria.

16. A minimum of five (5) foot wide sidewalk shall be required along both spine roads, or a minimum of six (6) foot wide sidewalk shall be required along 1 side, and a minimum of four (4) foot wide sidewalks shall be required along streets within the residential section and shall conform to the city's design criteria.

17. Contributing open space areas shall include the area of the permanent water surface and the adjacent side slopes, at a maximum slope of 5:1, for detention reserves with a permanent lake with a minimum water depth of 6 feet 18. All street shown hereon within the platted boundary are Private Streets.

19. This plat is subject to the Development Agreement for Sterling Lakes at Iowa Colony and Sierra Vista, as amended on January 2022.

PRELIMINARY PLAT OF STERLING LAKES AT IOWA COLONY SEC 4

PARTIAL REPLAT NO. 1 A SUBDIVISION OF 3.05 ACRES OF LAND

OUT OF THE I.&G.N. SURVEY, A-367 BEING A REPLAT OF STERLING LAKES RESERVE "H" AT IOWA COLONY SEC 4 (FILE NO. 2007014732, P.R.B.C.) **BRAZORIA COUNTY, TEXAS**

9 LOTS

2 RESERVES

1 BLOCK

MARCH 2025

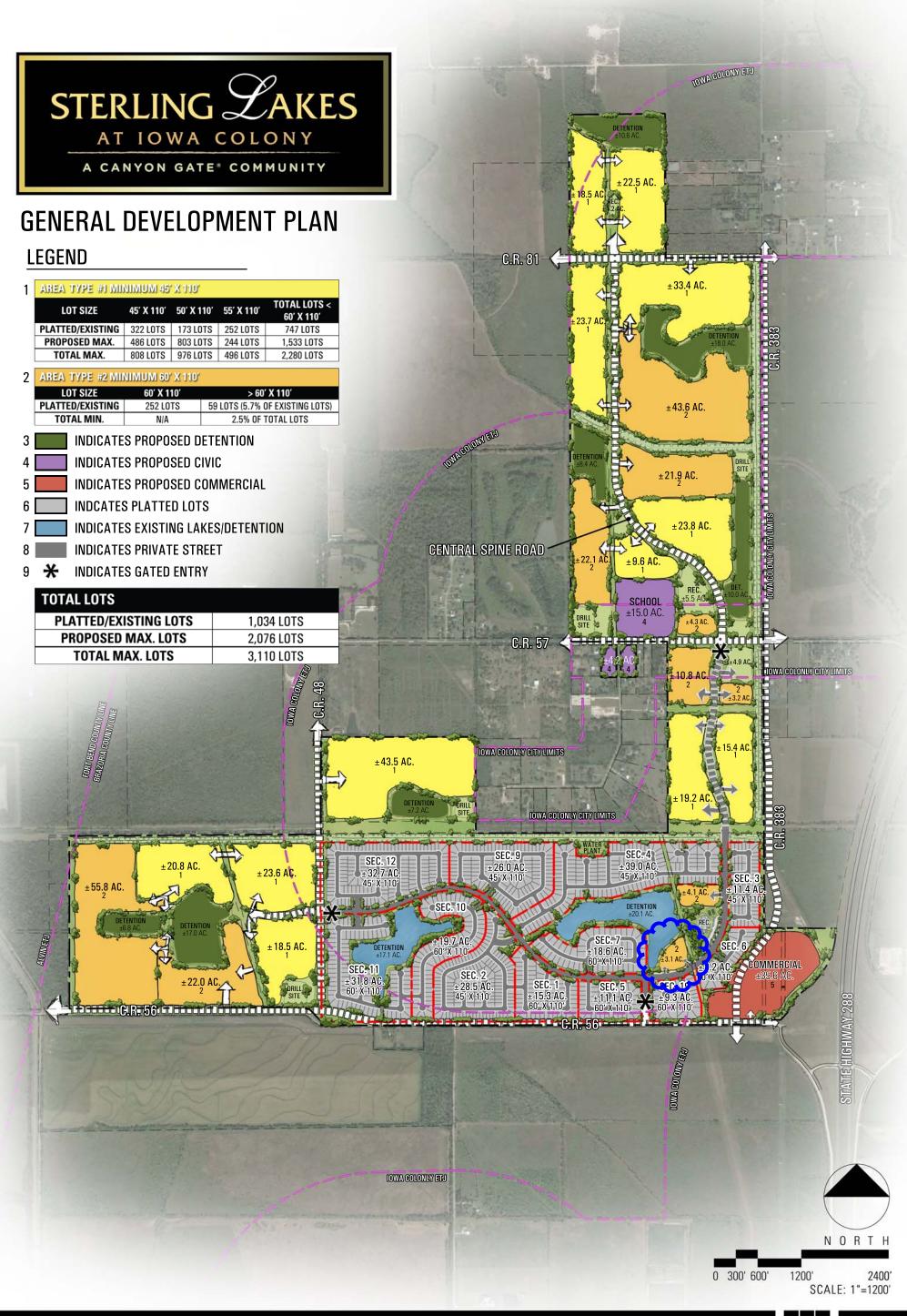
SURVEYOR/ENGINEER: STERLING MERIDIANA 35 GP LLC **ELEVATION LAND SOLUTIONS** A Texas Limited Liability Company 9709 LAKESIDE BLVD. SUITE 200 THE WOODLANDS, TEXAS 77381 (832) 823-2200

5851 SAN FELIPE S. 800

HOUSTON, TEXAS 77057

(713) 622-0800





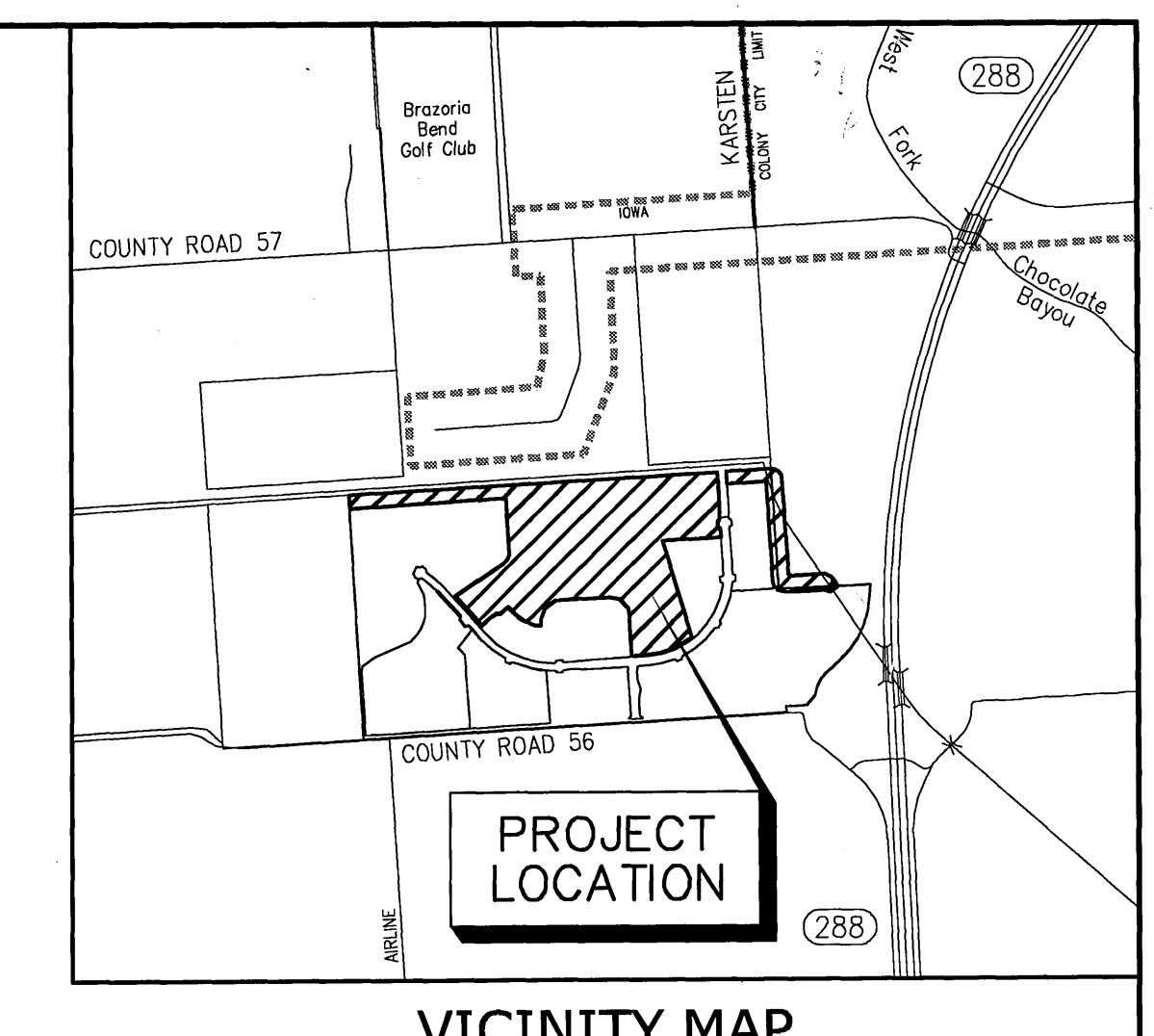
We, Courtney P. Grover, Vice President and Al P. Brende, Vice President, of Sterling Lakes Iowa Associates, a Texas Joint Venture, John E. Cork, President and CEO of CW-LT Capital Fund One, LLC, a Delaware limited liability company, Courtney P. Grover, Vice President and Al P. Brende, Vice President, of Iowa Colony Sterling Lakes Ltd., a Texas limited partnership, Nancy Wilson, Susan Hill, Jerry Wood, Michael R. Kees and William D. Baird, owners of the property subdivided, in this plat of Sterling Lakes at Iowa Colony Sec. 4, do hereby make subdivision of said property for and on behalf of said corporation, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicated 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 assigned to warrant and defend the title to the land so dedicated. FURTHER, Owners do hereby covenant and agree that those streets located within the boundaries of this plat specifically noted as private streets or permanent access easements, shall be hereby established and maintained as private streets or permanent access easements by the owners, heirs, successors and assigns to property located within the boundaries of this plat and always available for the general use of said owners and to the public for firefighters, fire fighting equipment, police and emergency vehicles of whatever nature at all times and do hereby bind ourselves, our heirs, successors and established as private streets or permanent access FURTHER, Lienholders must execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and other public areas shown on the plat of such subdivision or resubdivision as being set aside for public use or purpose. In Testimony, hereto, the Land Tejas Corporation, a Texas corporation General Partner, has caused these presents to be signed by Sterling Lakes Iowa Associates a Texas Joint Venture By: Iowa Colony Sterling Lakes 274, Ltd. a Texas limited liability partnership Managing Joint Venturer By: Land Tejas Companies, Ltd. a Texas limited partnership Its managing General Partner By: Land Tejas Corporation, a Texas corporation General Partner Vice President STATE OF TEXAS } COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared Courtney P. Grover, Vice President, and Al P. Brende, Vice President of Land Tejas Corporation, a Texas corporation General Partner known to me, to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that the same was the act of said corporation, for the purposes and considerations CW-LT Capital Fund One, LLC, a Delaware limited liability company By: Coronado West Inc., STATE OF TEXAS COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared John E. Cork, President and CEO of Coronado West Inc., an Arizona corporation, Manager known to me, to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that the same was the act of said corporation, for the purposes and considerations therein expressed, and in the capacities therein GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2 DAY OF NOVEMBED 010. In Testimony, hereto, the Land Tejas Corporation, a Texas corporation General Partner, has caused these presents to be signed I Courtney P. Grover, its Vice President, thereunto authorized, attested by its Vice President Al P. Brende, and its common seal hereunto affixed, this 31 31 day of, 20 06. october Iowa Colony Sterling Lakes, Ltd. a Texas limited partnership By: Land Tejas Companies, Ltd. a Texas limited partnership Its managing General Partner By: Land Tejas Corporation, a Texas corporation General Partner

therein expressed, and in the capacities therein stated.

STATE OF TEXAS

COUNTY OF }

Witness my hand in the City of Iowa Colony, Texas, this the ____ day of ______, 20_____, 20_____. SEE DOCUMENT #2007014730 STATE OF TEXAS } COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared Nancy Wilson known to me, to be the person whose name is subscribed to the foregoing instruments, 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 THE ____ DAY OF _____ 20___. in and for _____ County, Texas Witness my hand in the City of Iowa Colony, Texas, this the ____ day of ______, 20____. STATE OF TEXAS } SEE DOWNENT # 2007 014729 COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared Susan Hill known to me, to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and considerations GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ 20___. Witness my hand in the City of Iowa Colony, Texas, this the ____ day of ______, 20_____. SEE DOCUMENT \$ 2007014727 STATE OF TEXAS COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared Jerry Wood known to me, to be the person whose name is subscribed to the foregoing instruments, 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 THE ____ DAY OF _____ 20___. Notary Public in and for _____ County, Texas Witness my hand in the City of Iowa Colony, Texas, this the ____ day of ______, 20_____, Michael R. Kees SEE DOWMENT # 2007 014730 STATE OF TEXAS } COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared Michael R. Kees known to me, to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and considerations GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ 20___. Notary Public in and for _____ County, Texas Witness my hand in the City of Iowa Colony, Texas, this the ____ day of ______, 20_____, 20_____. STATE OF TEXAS SEE DOWMENT 2007014728 COUNTY OF } BEFORE ME, the under signed authority, on this day personally appeared William D. Baird known to me, to be the person whose name is subscribed to the foregoing instruments, 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 THE ____ DAY OF _____ 20___. We, Regions Bank, Owners and Holders of liens against the above-described property, said liens, being evidenced by Instruments of Record filed under Clerk's File Nos. 2005064607, 2005064608, 2005064609, 2005068852 and 2005057147, Brazoria County, Texas, do hereby in all things subordinate to said subdivision and dedication said liens, and we hereby confirm that we are the present owners of said liens and have not assigned the same, nor any part thereof. STATE OF TEXAS } the act of said corporation, for the purposes and considerations therein expressed, and in the capacities therein stated.



VICINITY MAP 1" = 2,000'

Doc# 2007014732

Item 16.

S COUNTY OF BEFORE ME, the under signed authority, on this day personally appeared GERALD W. NETEBOOK, SR. EKEN V. R.

filed under Clerk's File No. 2006001424, Brazoria County, Texas, do hereby in all things subordinate to said subdivision and dedication said lien, and we hereby confirm that we are the present owners of said lien and have not assigned the same, nor any

Notary Public, State of Texas My Commission Expires

Luida C. Lynch Notary Public Harris County, Texas

same, nor any part thereof.

STATE OF TEXAS }

STATE OF TEXAS

COUNTY OF

We, Iowa Colony Sterling Lakes, Ltd., Owners and Holders of liens against the above-described property, said liens, being evidenced by Instrument of Record filed under Clerk's File Nos. 2005002661, 2005002662, 2005002663, 2005002665 and 2005002668, Brazoria County, Texas, do hereby in all things subordinate to said subdivision and dedication said lien, and we hereby confirm that we are the present owners of said lien and have not assigned the same, nor any part thereof.

STATE OF TEXAS COUNTY OF }

FINAL PLAT STERLING LAKES AT COLONY SEC. 4

A SUBDIVISION OF 88.41 ACRES

161 LOTS, 4 BLOCKS, 12 RESTRICTED RESERVES

& 6,347 L.F. OF R.O.W.

H.T. & B.R.R. CO. No. 57 SURVEY, A-289 BRAZORIA COUNTY, TEXAS

OWNER:

STERLING LAKES IOWA ASSOCIATES,

STERLING LAKES IOWA ASSOCIATES, a Texas Joint Venture
2450 Fondren, Suite 210 - Houston, Texas 77063 - PHONE:713-783-6702

PATE SURVEYORS

a division of Pate Engineers, Inc.

13333 Northwest Freeway, Suite 300 - Houston, Texas 77040-PHONE: 713-462-3178

PATE ENGINEERS, INC.
13333 Northwest Freeway, Suite 300 - Houston, Texas 77040-PHONE:713-462-3178

SCALE: 1"=100' PATE JOB NO. 716-025-00

SHEET 1 OF 5

This is to certify that I Summer Adams, R.P.L.S., a Registered Public Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made

Summer Adams, R.P.L.S Registered Professional Land Surveyor Texas Registration No. 5684



I, Gerald Roberts, P.E., County Engineer of Brazoria County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioner's Court.

Date	Gerald Roberts.	P.E.,	County	Engineer

APPROVAL BY COUNTY SURVEYOR

Randy Stroud, County Surveyor

APPROVAL BY PLAT ROOM RECORDER

Joyce Hudman, Plat Book Recorder

CERTIFICATE OF COUNTY CLERK

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FINAL PLAT NOTES, RESIDENTIAL:

- Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plat.
- 2. All drainage easements shown hereon shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of drainage facilities
- 3. All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat, with the exception of Brazoria County Drainage District #5 ditches #101-05-00, #101-05-01 and #101-05-02, will be maintained by the homeowner's association, provided, however, a governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas, Brazoria County Municipal Utility District No. 31 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.
- . The property subdivided in the foregoing plat lies within Brazoria County Drainage District #5
- 6. This subdivision employs a drainage system, which is utilizes streets and adjacent properties to store and convey storm water. Thus, during storm events, ponding of water should be expected to occur in the subdivision.
- Land use within the subdivision is limited to an average imperviousness of no more than 51 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
- 8. Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.
- 9. All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24° I.D. or equal.
- 10. No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
- 11. The Final Plat will expire two (2) years after the final approval by the City Council if construction of the improvements has not commenced within the two (2) year period, or the one (1) year extension period granted by the City Council.
- 12. Subdivision is located in Zone "X" with no base flood base elevation required This information is based on Brazoria County FIRM Community Map 485458, Panel 110H, dated June 5, 1989.
- . This subdivision contains one or more permanent access easements that have not been dedicated to the public or accepted by Brazoria County or any other local government agency as public rights—of—way. Brazoria County has no obligation, nor does any other local government agency have any obligation, to maintain or improve any permanent access easement within the subdivision, which obligation shall be the sole responsibility of the owners of property in this subdivision.
- . Primarv Benchmark Punchmark in the top of a stainless steel rod encased in a 5 inch PVC pipe with a logo cap stamped "HGCSD 74 1986" located 74.1 feet north of the center of County Road 37, 43.3 feet west of the entrace drive to a church, and 12.6 feet northeast of the northeast corner of a brick church sign. Elev. 56.40' NGVD 29, 1979 ADJ.
- 15. All bearings based on the Texas State Plane Coordinate System, South Central Zone.
- 16. All coordinates shown hereon are surface and may be converted to the Texas State Plane Coordinate System, South Central Zone, NAD 83 Grid Coordinates by applying the following scale factor: 0.999857950.

LEGAL DESCRIPTION

All that certain 88.41 acres of land described as Tract 1 and Tract 2, out of the 274.2 acre tract described in the deed from Iowa Colony Sterling Lakes, LTD. to Sterling Lakes Iowa Associates recorded under File No. 2005-064607, in the Official Records of Brazoria County, Texas, the 1101.117 acre tract described in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD, recorded under File No. 03 075438, in the Official Records of Brazoria County, Texas, and the 33.38 acre tract described in the deed from Glenn Nichols, Trustee to CW Capital Fund One, LLC. recorded under File No. 2005-057146, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, and the H.T. & B.R.R. Co. Survey No. 56, A-515, Brazoria County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System. South Central

TRACT 1 - 80.80 ACRES OF LAND

All that certain 80.80 acres of land, out of the 274.2 acre tract described in the deed from lowa Colony Sterling Lakes, LTD. to Sterling Lakes Iowa Associates recorded under File No. 2005-064607, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, Brazoria County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at P.K. Nail found for the northwest corner of the 9.954 acre tract described in the deed from Mike Fox to Thomas Moeller. et ux recorded under File No. 02-025798, in the Official Records of Brazoria County, Texas, common to the southwest corner of the 244.2369 acre tract described in the deed from Frank and Ina Brinton Educational and Charitable Trust for Texas to Washington County Hospital of Washington, et al recorded under File No. 97-000097, in the Official Records of Brazoria County, Texas, at the intersection of County Road No. 383 and County Road No. 57; THENCE South 02° 46' 29" East - 5260.85', along the east line of the H.T & B.R.R. Co. Survey No. 57, A-289, common to the west line of the H.T. & B.R.R. Co. Survey No. 56, A-515, to a railroad spike found for the northeast corner of the 240.9 acre tract described in a deed from 241 South Freeway Joint Venture to Denic Enterprises, Inc recorded under File No. 03-079750, in the Official Records of Brazoria County, Texas, in County Road No. 56, at 5192.22' passing a found Texas Department of Transportation concrete monument; THENCE South 87° 16' 10" West - 1616.96', along the north line of said 240.9 acre tract, in said County Road No. 56, to an angle corner; THENCE North 02° 43' 50" West - 703.04' to the most southerly southwest corner and POINT OF BEGINNING of the herein described tract:

THENCE North 02° 42' 17" West - 422.13' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 11° 53' 46" West - 87.95' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 44° 09' 05" West - 137.64' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 76° 24' 24" West - 102.90' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 87° 17' 43" West - 589.39' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 52° 10' 43" West - 144.13' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 19° 55' 24" West - 116.44' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 02° 42' 17" East - 75.61' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 87° 17' 43" West - 63.34' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 70° 14' 19" West - 73.10' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 63° 28' 06" West - 73.10' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 56° 41' 52" West - 73.10' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 49° 55' 38" West - 73.10' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 43° 27' 12" West - 74.30' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 50° 20' 14" West - 108.67' to a 3/4" iron rod set for a point on a curve to the left, having a central angle of 111° 39' 07", a radius of 50.00', and from which point the center of the circle of said curve bears South 37° 45' 54" West;

THENCE along said curve to the left, in a southwesterly direction, an arc distance of 97.43' to a 3/4" iron rod set for the end of

THENCE North 73° 53' 13" West - 7.44' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE South 47° 58' 13" West - 158.41' to a 3/4" iron rod set for the most westerly southwest corner of the herein described tract;

THENCE North 41° 04' 53" West - 430.57' to a 3/4" iron rod set for the west corner of the herein described tract;

THENCE North 56° 37' 59" East - 625.16' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 45° 33' 55" East - 40.38' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 40° 53' 20" East - 33.40' to a 3/4" iron rod set for an angle corner of the herein described tract;

THENCE North 12° 37' 41" East - 47.45' to a 3/4" iron rod set for an angle corner of the herein described tract; THENCE North 02° 40' 40" West - 648.78' to a 3/4" iron rod set for an angle corner of the herein described tract;

THENCE South 87° 18' 50" West - 1436.20' to a 3/4" iron rod set for an angle corner of the herein described tract, in the west line of aforesaid 274.2 acre tract; THENCE North 02° 40' 40" West - 130.00', along the west line of said 274.2 acre tract, to a 3/4" iron rod set for the northwest corner of the herein described tract, in the north line of said 274.2 acre tract;

THENCE North 87° 18' 50" East - 3735.91', along the north line of said 274.2 acre tract, to a 3/4" iron rod set for the northeast corner of the herein described tract; THENCE South 02° 46' 29" East - 503.59' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 90° 00' 00", and a radius of 25.00';

THENCE along said curve to the right, in a southwesterly direction, an arc distance of 39.27' to a 3/4" iron rod set for the end of THENCE South 02° 46' 29" East - 60.00' to a 3/4" iron rod set for a point on a curve to the right, having a central angle of 90° 00' 00", a radius of 25.00', and from which point the center of the circle of said curve bears South 02° 46' 29" East;

THENCE along said curve to the right, in a southeasterly direction, an arc distance of 39.27' to a 3/4" iron rod set for the end of THENCE South 02° 46' 29" East - 95.00' to a 3/4" iron rod set for the most easterly southeast corner of the herein described tract: THENCE South 87° 13' 31" West - 635.16' to a 3/4" iron rod set for an angle carner of the herein described tract;

THENCE South 16° 48' 02" East - 1095.83' to a 3/4" iron rod set for the most southerly southeast carner of the herein described tract common to a point on a curve to the right, having a central angle of 35° 21' 16", a radius of 875.00', and from which point the center of the circle of said curve bears North 38° 03' 32" West: THENCE along said curve to the right, in a southwesterly direction, an arc distance of 539.92' to a 3/4" iron rod set for the end of

THENCE South 87° 17' 43" West - 154.34' to the POINT OF BEGINNING of the herein described tract and containing 80.80 acres of land.

LEGAL DESCRIPTION

TRACT 2 - 7.602 ACRES OF LAND

Lakes Iowa Associates recorded under File No. 2005-064607, in the Official Records of Brazoria County, Texas, the 1101.117 acre tract described in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075438, in the Official Records of Brazoria County, Texas, and the 33.38 acre tract described in the deed from Glenn Nichols, Trustee to CW Capital Fund One, LLO recorded under File No. 2005-057146, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, and the H.T. & B.R.R. Co. Survey No. 56, A-515, Brazoria County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone) ux recorded under File No. 02-025798, in the Official Records of Brazoria County, Texas, common to the southwest corner of the 244.2369 acre tract described in the deed from Frank and Ina Brinton Educational and Charitable Trust for Texas to Washinaton County Hospital of Washinaton, et al recorded under File No. 97-000097, in the Official Records of Brazoria County, Texas, at the intersection of County Road No. 383 and County Road No. 57; THENCE South 02° 46' 29" East - 5260.85', along the east line of the H.T. & B.R.R. Co. Survey No. 57 A-289, common to the west line of the H.T. & B.R.R. Co. Survey No. 56, A-515, to a railroad spike found for the northeast corner of the 240.9 acre tract described in a deed from 241 South Freeway Joint Venture to Denic Enterprises, Inc. recorded under File No. 03-079750, the Official Records of Brazoria County, Texas, in County Road No. 56, at 5192.22' passing a found Texas Department of Transportation concrete monument; THENCE South 87° 16' 10" West - 487.94', along the north line of said 240.9 acre tract, in said County Road No. 56, to an angle corner; THENCE North 02° 43' 50" West - 2506.06' to the southwest corner and POINT OF BEGINNING of the herein described tract: THENCE North 02° 46' 29" West - 130.00' to a 3/4" iron rod set for the northwest corner of the herein described tract; THENCE North 87° 18' 50" East - 468.30' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle

All that certain 7.602 acres of land, out of the 274.2 acre tract described in the deed from Iowa Colony Sterling Lakes, LTD. to Sterling

of 89° 54' 40", and a radius of 120.00'; THENCE along said curve to the right, in a southeasterly direction, an arc distance of 188.31' to a 3/4" iron rod set for the end of THENCE South 02° 46' 29" East - 973.73' to a 3/4" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 89° 26' 34", and a radius of 20.50'; THENCE along said curve to the left, in a southeasterly direction, an arc distance of 32.00' to a 3/4" iron rod set for the end of curve; PAGE 5 - STÉRLING LAKES AT IOWA COLONY SEC. 4

THENCE North 87° 46' 57" East - 346.61' to a 3/4" iron rod set for a point on a curve to the right, having a central angle of 71° 05' 30", a radius of 162.58', and from which point the center of the circle of said curve bears South 11° 03' 07" West: THENCE along said curve to the right, in a southeasterly direction, an arc distance of 201.72' to a 3/4" iron rod set for the end of

curve, common to the most easterly southeast corner of the herein described tract; common to a point on a curve to the left, having a central angle of 60° 41' 23", a radius of 50.00', and from which point the center of the circle of said curve bears South 58° 27' 44" West:

THENCE along said curve to the left, in a northwesterly direction, an arc distance of 52.96' to a 3/4" iron rod set for the end of curve; THENCE South 87° 46' 20" West - 408.62' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 89° 27' 10", and a radius of 120.00';

THENCE along said curve to the right, in a northwesterly direction, an arc distance of 187.35' to a 3/4" iron rod set for the end of curve, in an east line of aforesaid 274.2 acre tract, common to a west line of aforesaid 1101.117 acre tract; THENCE North 02° 46' 29" West - 1025.71', along said common line, to a 3/4" iron rod set for an angle corner of the herein described

THENCE South 87° 18' 50" West - 426.00' to the POINT OF BEGINNING of the herein described tract and containing 7.602 acres of land.

TRACT 1 AND TRACT 2 COMBINED FOR A GROSS ACREAGE OF 88.41 ACRES

approved this plat and subdivision of Sterling Lakes at Iowa Colony Sec. 6 as shown hereon

Kay Mudd

Ray Banda

Dennis Myers

PIPELINES

No pipe line or pipe line easement exist within the boundaries of this plat

FLOOD PLAIN CERTIFICATION

Structures built on lots in the designated Flood Plain must be elevated to the F.I.A. Base Flood Elevation. No building permits will be issued in a floodway below the base flood elevation (B.F.E.). Contact the Floodplain Administrator's Office for specific information.

BRAZORIA_COUNTY DRAINAGE DISTRICT #5 APPROVAL

11-6-06

has approved this plat and subdivision of Sterling Lakes at Iowa Colony Sep. 3 as shown hereon.

///6/06 Date

Hazel Ledbetter APPROVAL BY CITY ENGINEER

11.7.2006

FINAL PLAT STERLING LAKES AT COLONY SEC. 4 A SUBDIVISION OF

Brazoria

Bend Golf Club

COUNTY ROAD 56

PROJECT

VICINITY MAP

COUNTY ROAD 57

ACRES CONTAINING

161 LOTS, 4 BLOCKS, 12 RESTRICTED RESERVES & 6,347 L.F. OF R.O.W.

> OUT OF THE H.T. & B.R.R. CO. No. 57 SURVEY, A-289 BRAZORIA COUNTY, TEXAS

STERLING LAKES IOWA ASSOCIATES,

STERLING LAKES IOWA ASSOCIATES,

PATE SURVEYORS

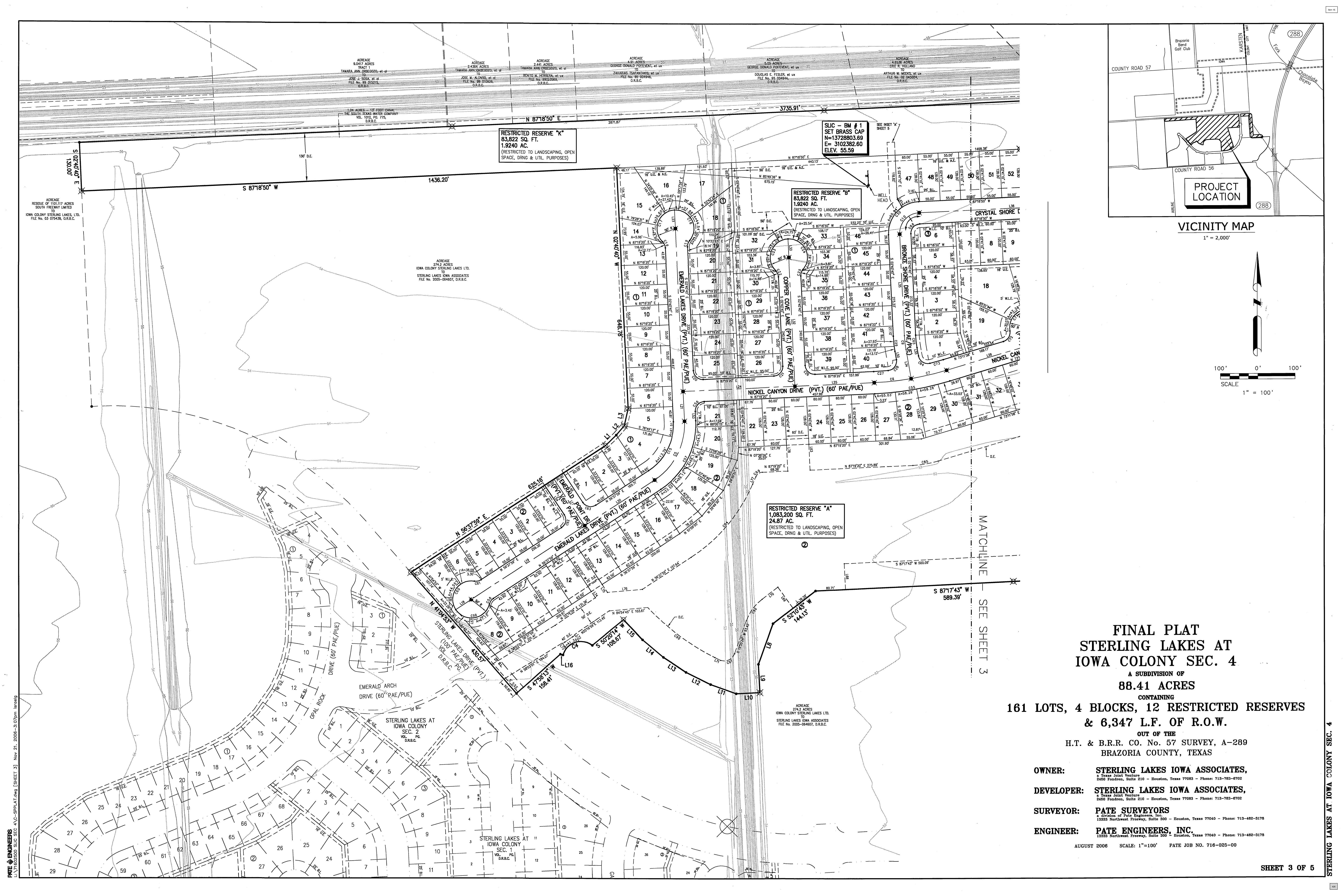
a division of Pate Engineers, Inc.

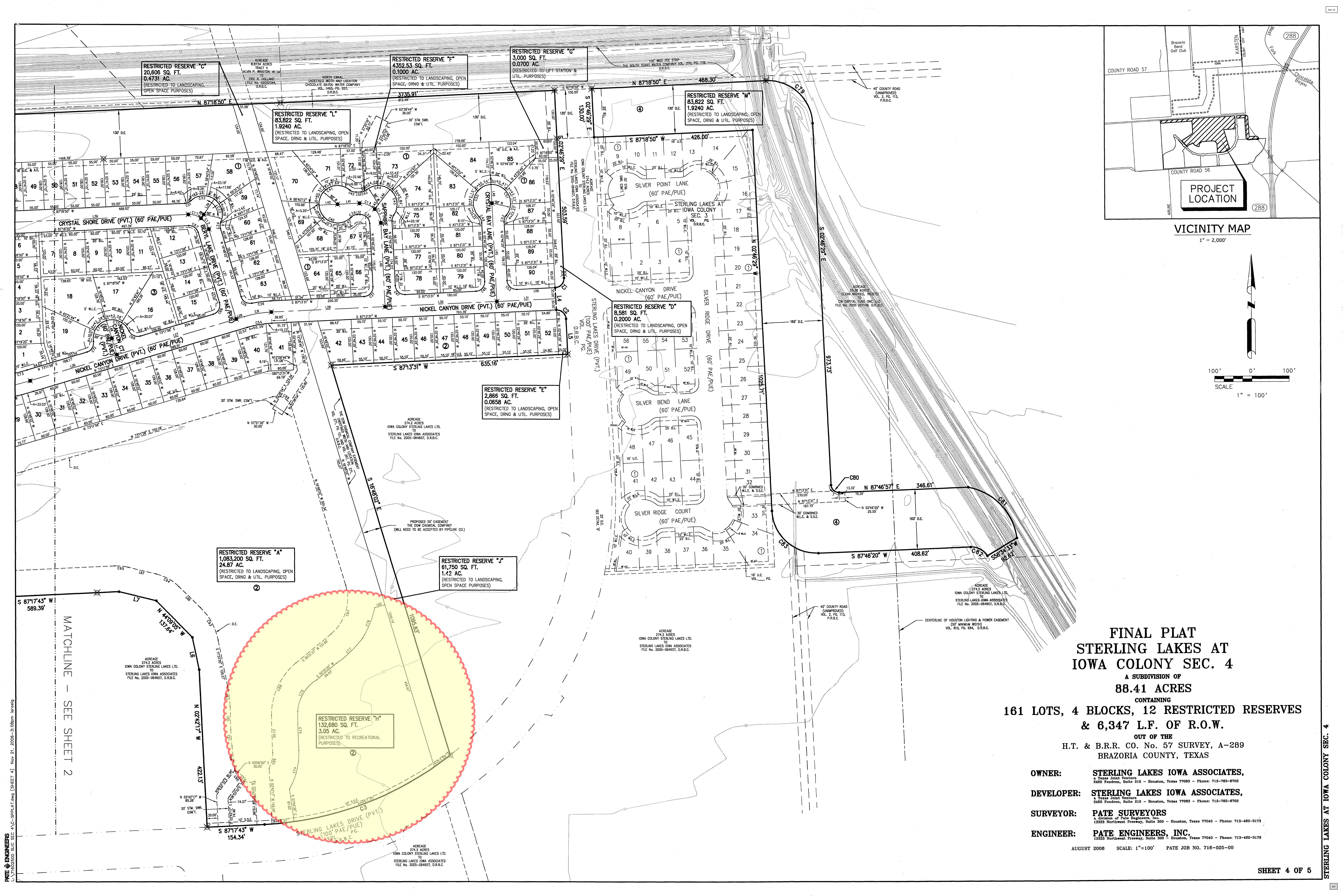
13333 Northwest Freeway, Suite 300 - Houston, Texas 77040-PHONE:713-462-3178

PATE ENGINEERS, INC.
13333 Northwest Freeway, Suite 300 - Houston, Texas 77040-PHONE:713-462-3178

SCALE: 1"=100' PATE JOB NO. 716-025-00

SHEET 2 OF 5





LINE	LINE TABLE BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH		CHOPD BEADING	CHUBD DICTANOS	DADIAL DEADING
L1	N 45'33'55" E	40.38	C1	90'00'00"	25.00'	39.27'	TANGENT 25.00'	CHORD BEARING N 42"3'31" E	CHORD DISTANCE 35.36	RADIAL BEARING
L2	N 40'53'20" E	33.40	C2	90'00'00"	25.00'	39.27'	25.00°	N 47°46'29" W	35.36	S 02'46'29" E
<u> </u>	N 12'37'41" E	47.45	C3	35'21'16"	875.00°	539.92'	278.86'	N 69'37'06" E	531.39	N 38'03'32" W
L4	S 02°46'29" E	60.00	C4	111'39'07"	50.00'	97.43'	73.64	S 71'56'21" W	82.73	S 37'45'54" W
L5	S 02'46'29" E	95.00	C5	5918'39"	180.00'	186.33'	102.48'	N 26'58'39" E	178.12	0 07 10 01 11
L6	N 11'53'46" W	87.95	C6	7 ' 07 ' 40 "	800.00'	99.52'	49.83'	N 83'45'30" E	99.46	
L7	N 76°24'24" W	102.90	C7	6'59'41"	800.00'	97.67'	48.89'	N 76'41'49" E	97.61	
L8	S 19'55'24" W	116.44	C8	14'01'32"	300.00'	73.44'	36.90'	S 8012'44" W	73.26	
L9	S 02°42'17" E	75.61	C9	7'07'40"	300.00	37.32'	18.68'	S 0644'30" E	37.30	1
L10	S 8717'43" W	63.34	C10	89'59'31"	55.00'	86.39'	54.99'	S 4219'05" W	77.78	1
L11	N 7074'19" W	73.10	C11	37'56'34"	55.00'	36.42'	18.91	N 73°42'53" W	35.76	
L12	N 63°28'06" W	73.10	C12	37'56'34"	55.00'	36.42'	18.91	N 35'46'19" W	35.76	
L13	N 56'41'52" W	73.10	C13	42'57'40"	55.00'	41.24'	21.64'	N 2415'20" W	40.28	
L14	N 49'55'38" W	73.10	C14	46'57'00"	55.00'	45.07'	23.89'	N 6912'40" W	43.82	
L15	N 43°27'12" W	74.30	C15	5948'39"	150.00'	155.28'	85.40'	N 26'58'39" E	148.44	
L16	N 73'53'13" W	7.44	C16	42°50'00"	25.00'	18.69'	9.81'	N 24°05'40" W	18.26	
L17	S 33'22'01" E	150.00	C17	132'50'00"	50.00'	115.92'	114.54'	S 20'54'20" W	91.65]
L18	S 56'37'59" W	50.00	C18	132'50'00"	50.00'	115.92	114.54'	N 2615'40" W	91.65	
L19	N 56'37'59" E	364.29	C19	42'50'00"	25.00'	18.69'	9.81'	S 18'44'20" W	18.26	
L20	N 56*37'59" E	224.71	C20	90'00'00"	25.00'	39.27'	25.00'	S 47'40'40" E	35.36	
L21	S 02'40'40" E	80.47	C21	90'00'00"	25.00'	39.27'	25.00'	N 4219'20" E	35.36	1
L22	S 02°40'40" E	439.13	C22	42'50'00"	25.00'	18.69'	9.81'	N 24°05'40" W	18.26	
L23	S 02°40'40" E	50.00	C23	132'50'00"	50.00'	115.92'	114.54	S 20'54'20" W	91.65	4
L24	N 87"19'20" E	300.00	C24	132'50'00"	50.00'	115.92'	114.54	N 2615'40" W	91.65	4
L25	N 87'19'20" E	212.99	C25	42'50'00"	25.00'	18.69'	9.81'	S 18'44'20" W	18.26	4
L26	N 73"11'58" E	242.62	C26	90'00'00"	25.00'	39.27'	25.00'	S 47°40'40" E	35.36	-
L27	N 73"11'58" E	333.91	C27	2'53'39"	770.00'	38.89'	19.45'	N 85'52'30" E	38.89	1
L28	N 73"11"58" E	22.98	C28	94'14'01"	25.00'	41.12'	26.92'	N 3718'40" E	36.64	4
L29	S 87"3"31" W	305.35	C29	7'07'40"	330.00'	41.05'	20.55'	S 0614'30" E	41.03	4
L30	S 87"3'31" W	300.00	C30	89'59'31"	85.00'	133.51'	84.99'	S 4219'05" W	120.20	-
L31	S 87"3'31" W	158.04	C31	40'32'09"	25.00'	17.69'	9.23'	N 67°02'46" E	17.32	-
L32	S 02°40'40" E	346.98	C32	78'28'43"	50.00'	68.49'	40.84	S 86°01'03" W	63.26	_
L33 L34	S 02°40'40" E	50.00	C33	78'28'43"	50.00'	68.49'	40.84	N 15'30'14" W	63.26	4
L35	N 09°48'21" W	80.11 273.33	C34	40'32'09"	25.00'	17.69'	9.23'	S 03'28'03" W	17.32	
L36	S 02'40'40" E		C35	84'49'32"	25.00'	37.01'	22.84'	S 5912'48" E	33.72	4
	S 8718'50" W	497.34	C36	8°51'05"	330.00'	50.98'	25.54'	S 82°47'58" W	50.93	-
L37 L38	N 16'48'02" W	252.50 12.21	C37 C38	90'00'00"	25.00'	39.27'	25.00'	N 42"3'31" E	35.36	4
L39	S 35 ¹ 5'24" W	50.00	C39	89'54'40" 42'50'00"	25.00'	39.23'	24.96'	N 47°43'50" W	35.33 18.26	
L40	N 02'46'29" W	225.57	C40	132 ' 50'00"	25.00' 50.00'	18.69' 115.92'	9.81' 114.54'	S 65'53'50" W S 69'06'10" E	91.65	4
L41	S 87"8'50" W	58.67	C41	132 50 00 132 50 00"	50.00	115.92	114.54	S 63'43'50" W	91.65	
L42	S 8718'50" W	50.00	C42	42'50'00"	25.00'	18.69'	9.81'	S 71"6'10" E	18.26	-
L43	S 37'59'56" W	16.23	C43	36'41'03"	25.00'	16.01	8.29'	N 68*58'19" E	15.73	1
L44	S 37'59'56" W	50.00	C44	77'22'08"	50.00'	67.52'	40.04'	S 8918'52" W	62.50	1
L45	N 02'46'29" W	264.14	C45	87 ' 09'59"	50.00'	76.07'	47.59'	N 08'25'05" W	68.94	
L46	N 02°46'29" W	50.00	C46	37 ' 56 ' 24 "	25.00'	16.55'	8.59'	S 16'11'43" W	16.25	1
L47	S 16'48'02" E	45.89	C47	90'00'00"	25.00'	39.27'	25.00'	S 47°46'29" E	35.36	1
L48	S 16'48'02" E	50.00	C48	90'00'00"	25.00'	39.27'	25.00'	N 42"3'31" E	35.36	1
L49	S 33'22'01" E	95.00	C49	42 ' 50'00"	25.00'	18.69'	9.81'	N 2411'30" W	18.26	- -
L50	N 09°48'21" W	23.08	C50	132*50'00"	50.00'	115.92'	114.54'	S 20'48'30" W	91.65	
L51	S 8748'50" W	7.68	C51	132*50'00"	50.00'	115.92'	114.54'	N 26'21'29" W	91.65	
L52	S 8718'50" W	13.65	C52	42'50'00"	25.00'	18.69'	9.81'	S 18'38'31" W	18.26	
L53	S 02°40'40" E	25.47	C53	90'00'00"	25.00'	39.27'	25.00'	S 47°46'29" E	35.36	-
L54	S 33'22'01" E	95.00	C54	14'01'31"	270.00'	66.09'	33.21'	S 8012'44" W	65.93	
L55	N 09*48'21" W	23.08	C55	14'07'22"	830.00'	204.58	102.81'	N 80'15'39" E	204.07	
L56	S 87"3'31" W	103.04	C56	90'00'00"	25.00'	39.27'	25.00'	S 4219'20" W	35.36	
L57	S 04°41'46" W	18.98	C57	5948'39"	210.00'	217.39'	119.57'	N 26*58'39" E	207.81	
L58	N 8543'47" W	20.98	C58	42'50'00"	25.00'	18.69'	9.81'	S 3512'59" W	18.26	<u> </u>
L59	N 31'29'34" W	35.61	C59	132*50'00"	50.00'	115.92'	114.54'	N 80'12'59" E	91.65]
L60	N 26'08'13" E	36.06	C60	132'50'00"	50.00'	115.92'	114.54'	S 33'02'59" W	91.65	
L61	N 33°47'54" W	25.00	C61	42 ' 50'00"	25.00'	18.69'	9.81'	N 78'02'59" E	18.26	1
L62	S 73"1'58" W	28.36	C62	90'00'00"	25.00'	39.27'	25.00'	N 11'37'59" E	35.36	1
			C63	90'00'00"	25.00'	39.27'	25.00'	S 78'22'01" E	35.36	
			C64	94'14'01"	25.00'	41.12'	26.92'	S 56*55'21" E	36.64	4
			C65	7'07'40"	270.00'	33.59'	16.82'	S 06"14'30" E	33.57	4
			C66	89'59'31"	25.00'	39.27'	25.00'	S 4219'05" W	35.35	4
			C67	75'53'08"	25.00'	33.11'	19.49'	N 54°44'36" W	30.74	-
			C68	89'59'56"	25.00'	39.27'	25.00'	N 2811'56" E	35.36	4
			C69 C70	83'01'23"	25.00'	36.23'	22.13'	S 6517'20" E	33.14 66.28	1
			C71	83°01'23" 83°01'23"	50.00'	72.45' 72.45'	44.25'	N 6517'20" W S 31'41'17" W	66.28	-
			C72	83'01'23"	50.00'	·	44.25'	N 31'41'17" E	33.14	1
	·		C72	2'45'40"	25.00'	36.23'	22.13'		37.10	-
			C74	32 ' 37'18"	770.00' 190.06'	37.11' 108.21'	18.56' 55.62'	N 74'34'48" E N 13'32'51" E	106.76	+
			C75	2'41'19"	 	108.21	 	S 01°25'08" E	104.85	†
•			C76	52°59'07"	2234.52' 110.03'	104.86	52.44' 54.84'	S 31'08'43" W	98.17	1
			C77	18'50'50"	296.20'	97.44'	49.16'	N 45'57'21" E	97.00	1
			C78	2015'00"	251.02'	88.72'	44.83'	N 21'50'11" E	88.26	1
			C78	89 ' 54 ' 40"	120.00'	188.31	119.81	N 47°43'50" W	169.57	1
			C80	89'26'34"	20.50'	32.00'	20.30'	S 47°29'46" E	28.85	†
			C80	71°05'30"	162.58'	201.72	116.16	N 43°24'08" W	189.03	S 11°03'07" W
			C82	60'41'23"	50.00'	52.96'	29.27'	N 61'52'58" W	50.52	S 58°27'44" W
				<u> </u>	1 20.00	1 22.00	118.86'	S 47*30'05" E	168.89	J JULI TT 1

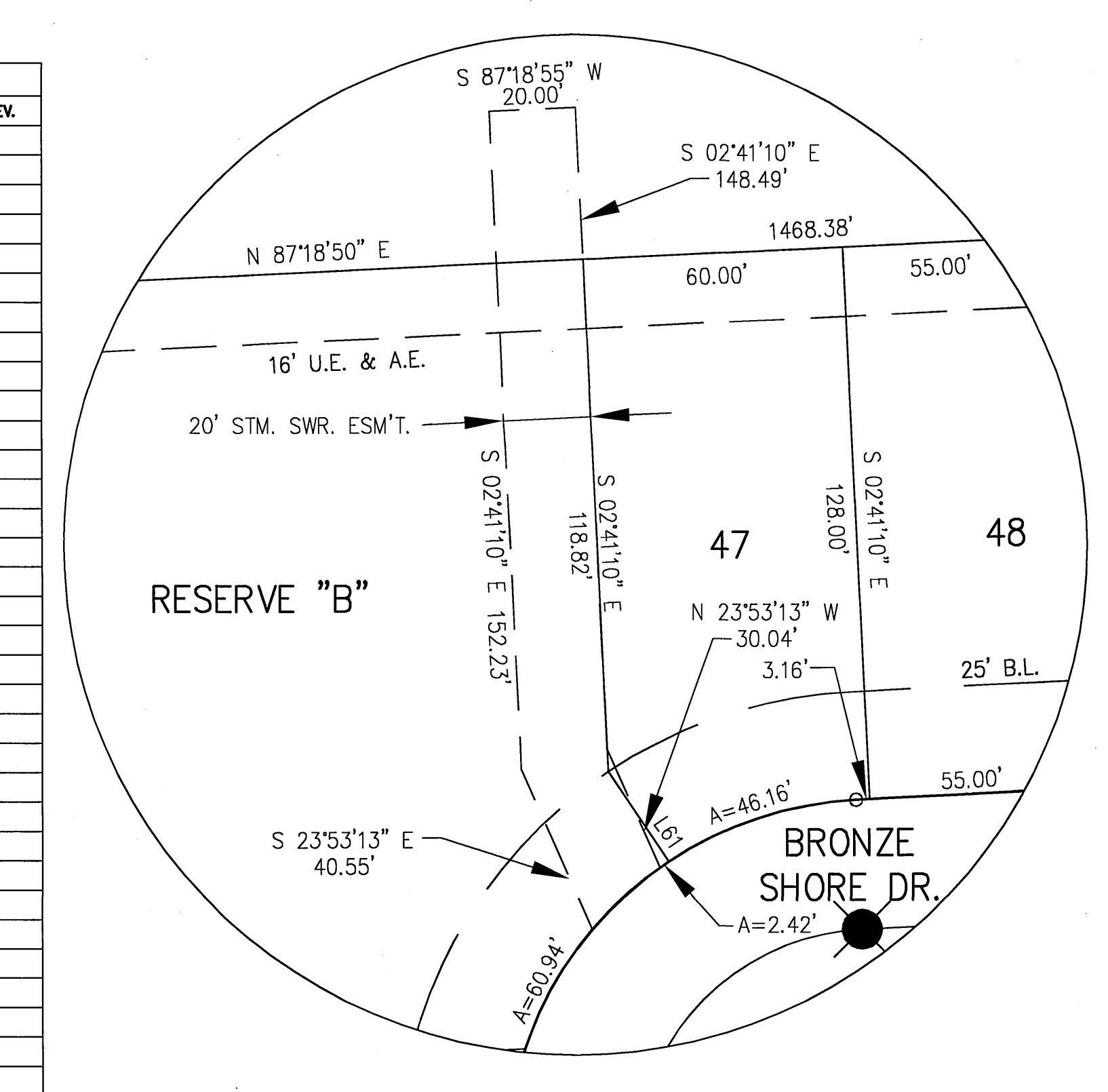
LEGEND		ABBREVIATIONS
	PLAT BOUNDARY	B.L. indicates a building line U.E. indicates a utility easement
	EXISTING PROPERTY LINES	W.L.E. indicates a water line easement S.S.E. indicates a sanitary sewer easement VOL., PG.indicates Volume, Page P.R.B.C. indicates Plat Records of Brazoria County
	R.O.W. CENTERLINE	D.R.B.C. indicates Deed Records of Brazoria County C.F.B.C. indicates Clerk Files of Brazoria County B.C.R.P.R. indicates Brazoria County Real Property Records O.R.B.C. indicates Official Records of Brazoria County
<u> </u>	EASEMENT LINE	Esm't. indicates Easement H.L. & P. indicates Houston Lighting and Power RB indicates radial bearing
	PROPERTY LINE	D.E. indicates a drainage easement I.R. indicates a iron rod Fnd. indicates found Min. indicates minimum
	R.O.W.	Stm. indicates storm Swr. indicates sewer PAE indicates permanent access easement
	EXISTING R.O.W.	PUE indicates public utility easement PVT. indicates private DRNG. indicates drainage
	BUILDING LINE	
•	PLAT BOUNDARY MARKER	
1	BLOCK NUMBER	
10	LOT NUMBER	
SZ	CONTOUR	
	PERMANENT REFERENCE MONUMENT	·

PERMANENT CONTROL POINT

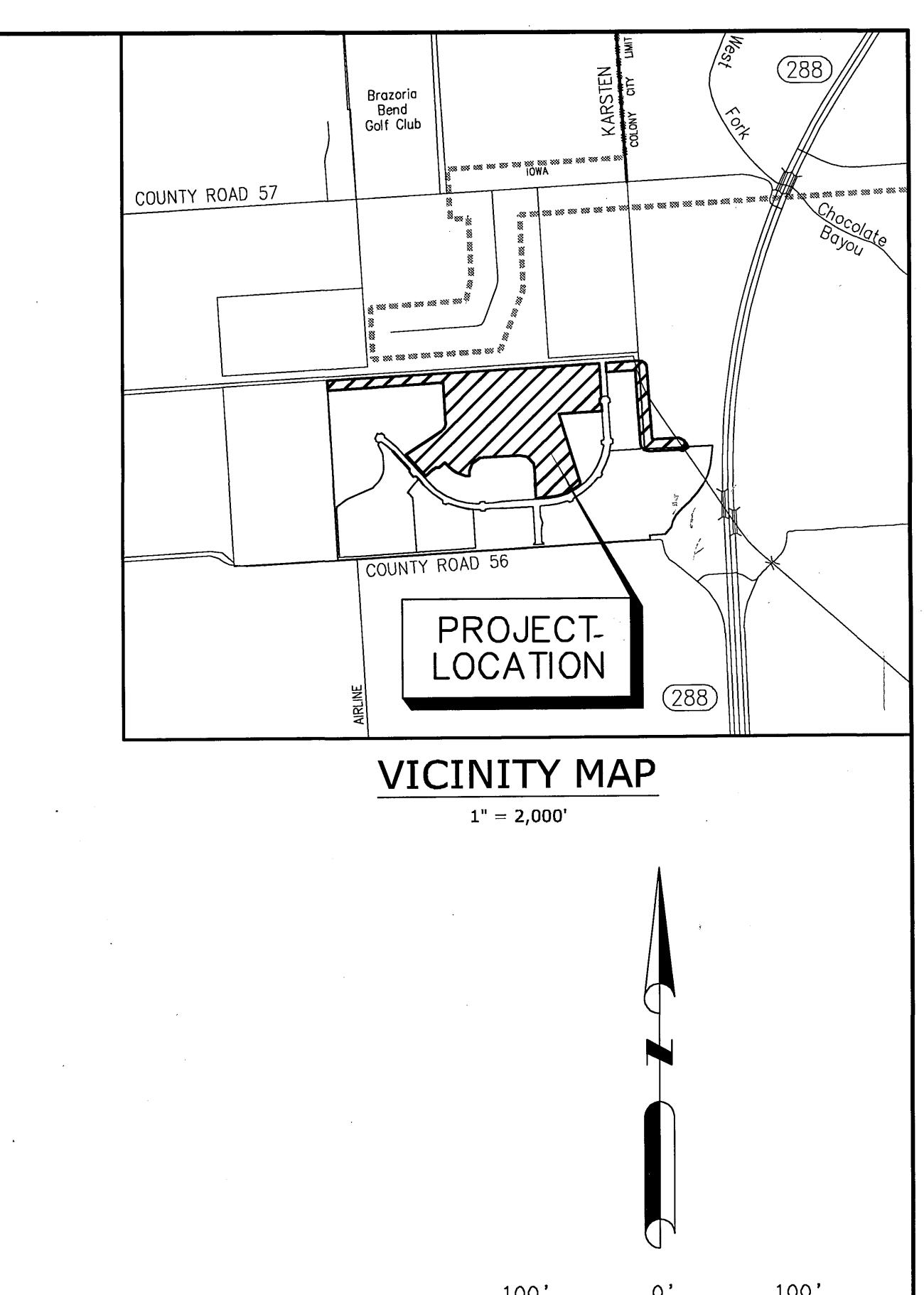
LOT	BLOCK AREA IN SQ. FT.	MIN. SLAB ELEV.
1	7,672	55.0
2	6,600	55.0
3	6,754 10,993	55.0 55.0
5	8,192	55.0 55.2
6	6,600	55.2
7	6,600	55.2
8	6,600	55.4
9	6,600	55.7
10	6,600	55.7
11	6,600	55.7
12	6,600	55.6
13	6,587	55.6
14	6,447	56.0
15 16	13,044	56.3 56.4
17	14,234	56.4
18	9,397	56.3
19	6,459	56.1
20	6,600	56.0
21	6,600	55.6
22	6,600	55.5
23	6,600	55.7
24	6,600	55.7
25	7,666	55.7
26	7,066	55.0
27	6,600	55.0
28	6,600	55.0
29	6,600	55.0
30	6,581 5,705	55.1
31	5,705	55.1
32	6,445 6,555	55.7
33 34	5,705	55.7 55.7
35	6,581	55.1
36	6,600	55.0
37	6,600	55.0
38	6,600	55.0
39	7,066	55.0
40	7,908	55.0
41	6,611	55.4
42	6,600	55.8
43	6,600	55.9
44	6,600	55.9
45	6,600	55.7
46	6,300	55.7
47	7,873	55.6
48	7,040	55.6 55.6
49 50	7,040 7,040	55.6 55.9
51	7,040	55.9
52	7,040	55.9
53	7,040	55.7
54	7,040	55.6
55	7,040	55.6
56	7,036	55.6
57	7,021	55.7
58	12,287	55.9
59	7,202	55.7
60	7,366	55.6
61	7,040	55.3
62	7,040	55.2
63	9,386	55.0
64	8,048	55.9
65	6,600	55.7
66	7,066 8 157	55.1
67	8,157 7,976	56.0
68 60	7,976 7,603	56.3 56.7
69 70	13,809	56.7 56.7
70 71	9,182	56.7
72	6,479	56.0
73	12,429	56.0
74	10,238	56.0
75	6,538	55.7
76	6,780	55.4
77	6,780	55.2
78	7,666	55.0
70	7 666	55.0

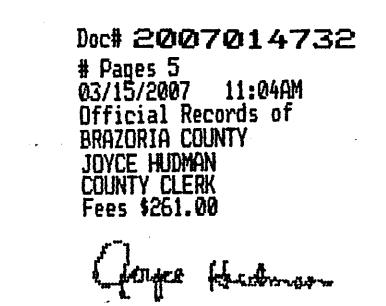
	-	BLOCK	
	LOT	AREA IN SQ. FT.	MIN. SLAB ELEV.
	1	7,066	55.0
	2	6,600	55.0
	3	6,600	55.0
	4	6,600	55.0
	5	6,600	55.0
_	6	6,012	55.0
	7	6,712	55.0
	8	7,506	55.2
	9	7,944	55.2
	10	8,000	55.0
	11	8,000	55.0
	12	8,000	55.0
	13	8,000	55.0
	14	8,000	55.0
	15	8,000	55.0
	16	8,000	55.0
	17	8,295	55.0
	18	8,924	55.0
	19	8,924	55.2
	20	8,776	55.5
	21	7,505	55.5
	22	8,674	56.6
	23	7,680	55.0
	24	7,680	55.1
	25	7,680	55.1
	26	7,680	55.1
	27	8,045	55.0
	28	8,359	55.0
	29	8,557	55.0
	30	7,687	55.1
	31	7,680	55.1
	32	7,680	55.0
	33	7,680	55.0
\dashv	34	7,680	55.0
	35	7,680	55.0
	36	7,680	55.1
	37	7,680	55.1
\dashv	38	7,680	55.0
\dashv	39	7,680	55.0
	40	9,071	55.2
	41	8,155	
	42		55.2
\dashv	 	8,933	55.9
	43	6,612	55.5
	44	6,612	55.3
\blacksquare	45	6,612	55.6
\dashv	46	6,612	55.8
	47	6,612	55.8
	48	6,612	55.8
	49	6,612	55.6
_	50	6,612	55.3
	51	6,612	55.7
	52	6,576	55.7
Į.			

07 T	BLOCK	
LOT	AREA IN SQ. FT.	MIN. SLAB ELEV.
1	8,551	55.0
2	7,002	55.4
3	7,000	55.9
4	7,000	55.7
5	7,000	55.7
6	7,666	55.6
7	7,561	56.2
8	7,200	56.0
9	7,200	55.9
10	7,200	55.9
11	8,422	55.7
12	8,697	55.6
13	6,960	55.3
14	6,960	55.2
15	8,026	55.0
16	15,639	55.0
17	13,032	55.2
18	18,181	55.3
19	13,569	55.2



INSET "A" SCALE: 1"=30'





1" = 100'

FINAL PLAT STERLING LAKES AT IOWA COLONY SEC. 4 A SUBDIVISION OF

88.41 ACRES

161 LOTS, 4 BLOCKS, 12 RESTRICTED RESERVES & 6,347 L.F. OF R.O.W.

> OUT OF THE H.T. & B.R.R. CO. No. 57 SURVEY, A-289 BRAZORIA COUNTY, TEXAS

OWNER:

STERLING LAKES IOWA ASSOCIATES, a Texas Joint Venture 2450 Fondren, Suite 210 - Houston, Texas 77063 - Phone: 713-783-6702

STERLING LAKES IOWA ASSOCIATES,
a Texas Joint Venture
2450 Fondren, Suite 210 - Houston, Texas 77063 - Phone: 713-783-6702

SURVEYOR:

PATE SURVEYORS

a division of Pate Engineers, Inc.
13333 Northwest Freeway, Suite 300 - Houston, Texas 77040 - Phone: 713-462-3178

PATE ENGINEERS, INC.
13333 Northwest Freeway, Suite 300 - Houston, Texas 77040 - Phone: 713-462-3178

SHEET 5 OF 5



Monday, March 24, 2025

Mayra Hernandez Quiddity Engineering 2322 W. Grand Parkway North, Suite 150 Katy, TX 77449 mahernandez@guiddity.com

Re: Sterling Lakes at Iowa Colony Section 4 Partial Replat No. 1 – Preliminary Plat

Letter of Recommendation to Approve

COIC Project No. 5874

Adico, LLC Project No. 710-25-002-007

Dear Ms. Hernandez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sterling Lakes at Iowa Colony Section 4 Partial Replat No. 1 - Preliminary Plat, received on or about March 20, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on March 20, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than March 25, 2025, for consideration at the April 1, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

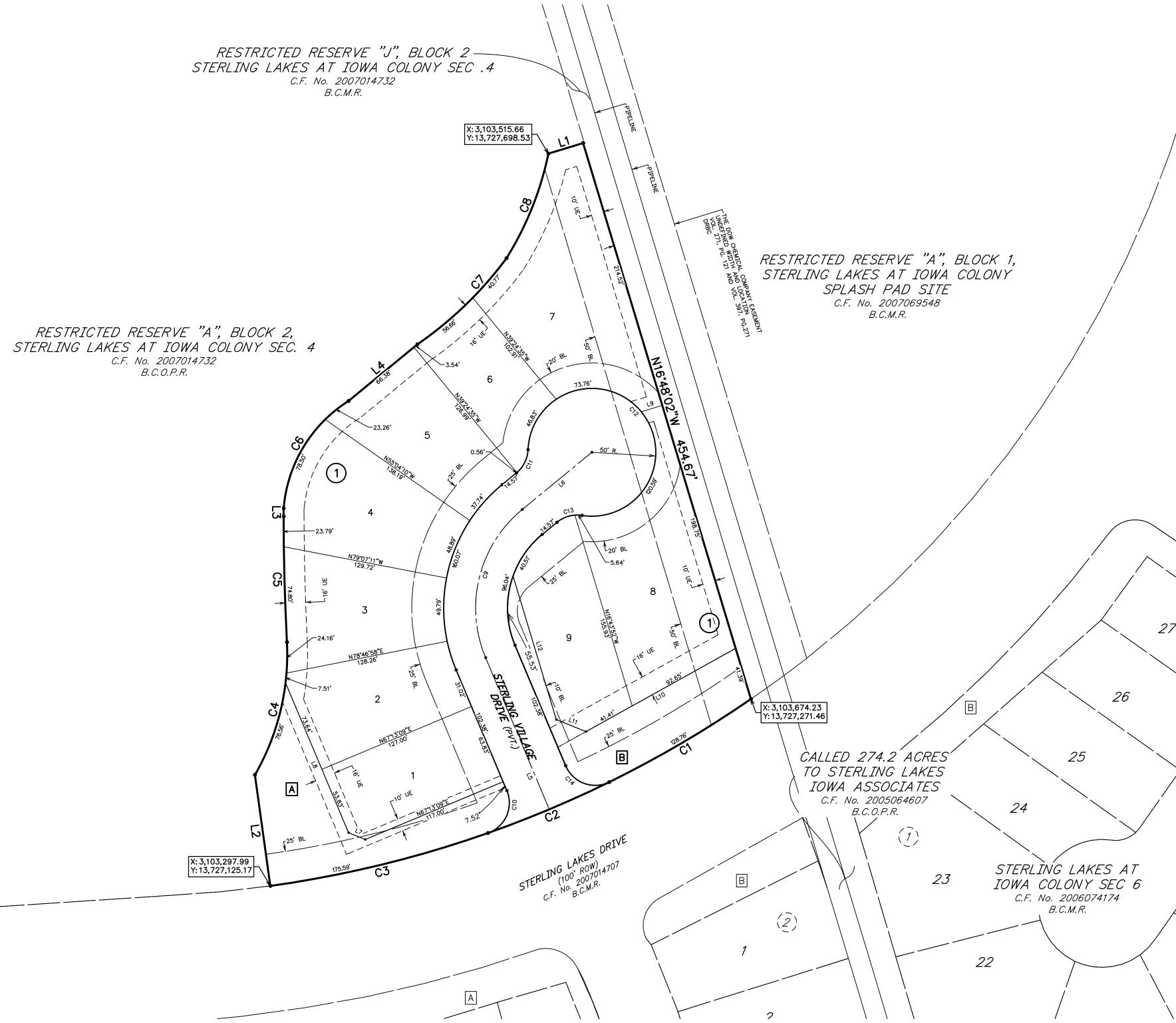
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC Robert Hemminger, COIC

File: 710-25-002-007

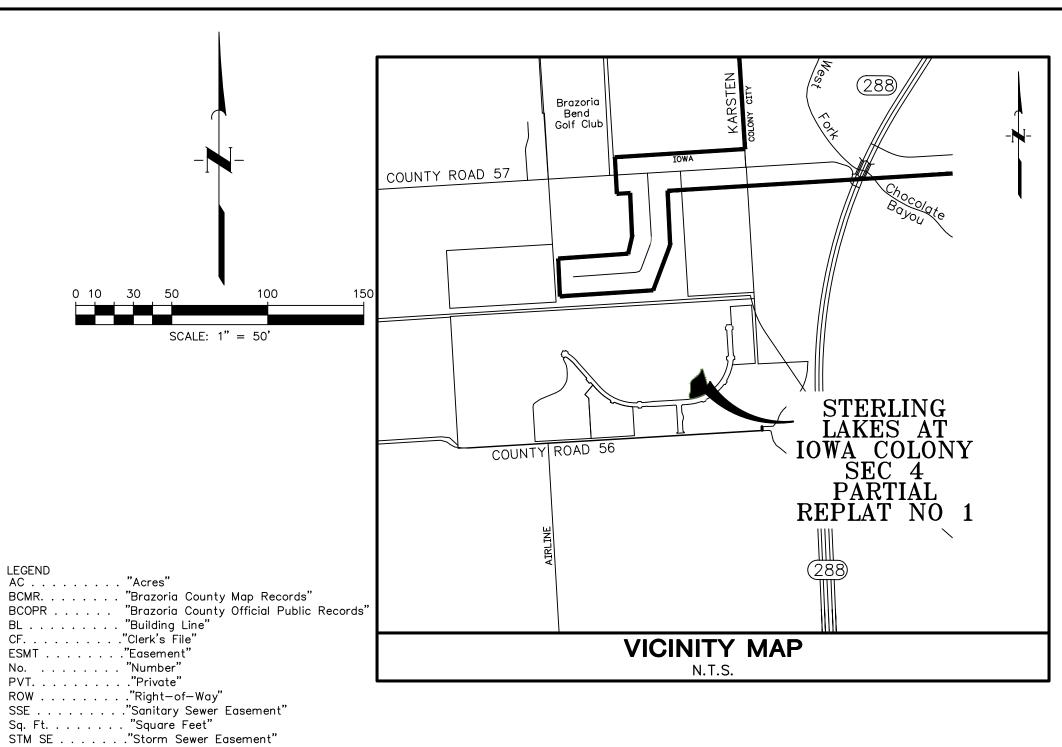
RESTRICTED RESERVE A Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.24 AC
10,605 Sq. Ft.

RESTRICTED RESERVE B Restricted to Open Space, Landscape, Incidental Utility Purposes Only 8,233 Sq. Ft.



	LINE TAB	LE				CURVE	TABLE		
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
L1	N73°11'58"E	28.36'	C1	875.00'	8°25'54"	128.76'	N59*37'52"E	128.65'	64.50'
L2	S07*54'39"E	87.83'	C2	875.00'	6°44'40"	103.00'	N67°13'09"E	102.94	51.56'
L3	S00°09'18"E	6.27'	С3	875.00'	11 ° 29'52"	175.59'	N76°20'25"E	175.29'	88.09'
L4	S50°35'25"W	69.93'	C4	189.16	32°46'57"	108.23'	N13°32'51"E	106.76'	55.64'
L5	S22°46'51"E	128.85'	C5	2100.88	2°41'19"	98.59'	S01°29'58"E	98.58'	49.30'
L6	S50°35'25"W	70.47'	C6	110.03'	52°59'07"	101.76'	S31°08'43"W	98.17'	54.84'
L7	S67°46'51"E	14.14'	C7	296.20'	18 ° 50'50"	97.44'	N45°57'21"E	97.00'	49.16'
L8	N22°46'51"W	127.53'	C8	251.02'	20°15'00"	88.72'	N21°50'11"E	88.26'	44.83'
L9	N73°11'58"E	17.29'	C9	100.00'	73°22'16"	128.06'	S13°54'17"W	119.48'	74.50'
L10	S60°56'53"W	134.07	C10	25.00'	93°22'20"	40.74'	N23*54'19"E	36.38'	26.52'
L11	S67*53'29"E	25.09'	C11	25.00'	48°11'23"	21.03'	N26°29'44"E	20.41'	11.18'
L12	N16°43'52"W	117.37'	C12	50.00'	276 ° 22'46"	241.19'	N39°24'35"W	66.67	44.72'
			C13	25.00'	48°11'23"	21.03'	S74°41'07"W	20.41	11.18'

E				CURVE	TABLE		
DISTANCE	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
28.36'	C1	875.00'	8°25'54"	128.76'	N59*37'52"E	128.65'	64.50'
87.83'	C2	875.00'	6°44'40"	103.00'	N6713'09"E	102.94	51.56'
6.27	С3	875.00'	11°29'52"	175.59'	N76°20'25"E	175.29'	88.09'
69.93'	C4	189.16	32°46'57"	108.23'	N13°32'51"E	106.76	55.64'
128.85'	C5	2100.88	2°41'19"	98.59'	S01°29'58"E	98.58'	49.30'
70.47'	C6	110.03'	52°59'07"	101.76'	S31°08'43"W	98.17'	54.84'
14.14'	C7	296.20'	18°50'50"	97.44'	N45*57'21"E	97.00'	49.16'
127.53'	C8	251.02'	20°15'00"	88.72'	N21°50'11"E	88.26'	44.83'
17.29'	С9	100.00'	73°22'16"	128.06'	S13*54'17"W	119.48'	74.50'
134.07'	C10	25.00'	93°22'20"	40.74'	N23°54'19"E	36.38'	26.52'
25.09'	C11	25.00'	48°11'23"	21.03'	N26*29'44"E	20.41'	11.18'
117.37'	C12	50.00'	276 ° 22'46"	241.19'	N39°24'35"W	66.67	44.72'
	C13	25.00'	48°11'23"	21.03'	S74°41'07"W	20.41'	11.18'
	C14	25.00'	93°22'20"	40.74'	S69°28'01"E	36.38'	26.52'



WLE "Water Line Easement

1. All drainage easements shown hereon shall be kept clear of fences, buildings, foundations, 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. The property subdivided in the foregoing plat lies within Brazoria County Drainage District No 5.
 This subdivision employs a drainage system, which utilizes streets and adjacent properties to store and convey storm

water. Thus, during storm events, ponding of water should be expected to occur in the subdivision. 5. Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.

6. All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.

7. No Building Permits will be issued until all storm drainage improvements, which may include detention, have been 8. 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, or a six (6) month extension period granted by the City

9. According to Map No. 48039C0110K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Montgomery County, Texas, dated December 30, 2020, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 0.2% annual chance floodplain.

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.

10. All bearings based on the Texas State Plane Coordinate System, South Central Zone. 11. Monuments set as exterior boundary markers will be set with a minimum of five eights (5/8) inch iron rod or three quarters (3/4) inch iron pipe at least thirty six (36) inches long, encased in concrete for a minimum of eighteen inches below the surface of the ground.

12. All permanent reference monuments ("PRM") will be set at all boundary line angle points, block corners, angle points, points of curvature, and at intervals not to exceed one thousand (1,000) feet. Permanent reference monuments shall conform to the Texas professional land surveying practices act and the general rules of procedures and practices.

13. All monuments will be set to the standard of the Texas society of professional land surveying practices act and the general rules of procedures and practices of the Texas board of professional land surveying and shall bear reference 14. All streets shall be constructed in accordance with the city's design criteria.

15. All water and wastewater facilities shall conform to the city's design criteria.

• "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as per certification"

16. A minimum of five (5) foot wide sidewalk shall be required along both spine roads, or a minimum of six (6) foot wide sidewalk shall be required along 1 side, and a minimum of four (4) foot wide sidewalks shall be required along streets within the residential section and shall conform to the city's design criteria.

17. Contributing open space areas shall include the area of the permanent water surface and the adjacent side slopes, at a maximum slope of 5:1, for detention reserves with a permanent lake with a minimum water depth of 6 feet 18. All street shown hereon within the platted boundary are Private Streets.

19. This plat is subject to the Development Agreement for Sterling Lakes at Iowa Colony and Sierra Vista, as amended on January 2022.

PRELIMINARY PLAT OF STERLING LAKES AT IOWA COLONY SEC 4

PARTIAL REPLAT NO. 1

A SUBDIVISION OF 3.05 ACRES OF LAND OUT OF THE I.&G.N. SURVEY, A-367 BEING A REPLAT OF STERLING LAKES RESERVE "H" AT IOWA COLONY SEC 4 (FILE NO. 2007014732, P.R.B.C.)

BRAZORIA COUNTY, TEXAS

MARCH 2025

9 LOTS

2 RESERVES

1 BLOCK

STERLING MERIDIANA 35 GP LLC A Texas Limited Liability Company 5851 SAN FELIPE S. 800 HOUSTON, TEXAS 77057

(713) 622-0800

SURVEYOR/ENGINEER: **ELEVATION LAND SOLUTIONS** 9709 LAKESIDE BLVD, SUITE 200 THE WOODLANDS, TEXAS 77381 (832) 823-2200

Registration Nos. F-23290 & 10046100

Item 17.



CITY COUNCIL WORKSESSION MINUTES

Monday, March 10, 2025 6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • <u>www.iowacolonytx.gov</u>

STATE OF TEXAS COUNTY OF BRAZORIA CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 10th day of March 2025, 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 McLean Barnett
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And Councilmember Arnetta Murray 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 introduction of new staff members.

Chief Bell introduced Ross Koonce as a new patrol officer.

EXECUTIVE SESSION-6:02 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:

- Deliberate the City Manager's and City Attorney's employment agreements.
- 3. Discussion on applications and appointments to boards and committees.
- 4. Deliberate potential or threatened legal action related to development agreement default.

The Council returned to open session at 7:00 P.M.

ADJOURNMENT

The worksession was adjourned at 7:01 P.M.

APPROVED THIS 14TH DAY OF APRIL 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





CITY COUNCIL MEETING MINUTE

Monday, March 10, 2025 7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • <u>www.iowacolonytx.gov</u>

STATE OF TEXAS COUNTY OF BRAZORIA CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 10th day of March 2025, 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 McLean Barnett Councilmember Tim Varlack Councilmember Kareem Boyce Councilmember Sydney Hargroder

And Councilmember Arnetta Murray 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 Varlack prayed aloud.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS

Steve Sanders; 9718 Humboldt Trail - He commented on the high vegetation coming out of his subdivision. There was a hit and run in front of the school last week and he feels like we need speed bumps near the school because people speed down Meridiana Parkway.

Brett Massoni; 4918 Dubuque Parkway- He commented on the variance to the zoning ordinance stating that in Magnolia Bend they have large back yards however with the state standards on the septic systems, this constrains what they can do back there. Then based on the ordinance there is a 25ft requirement that really puts a restraint on what they can do with their properties. He feels consideration needs to be given to Magnolia Bend as they want to improve their property value.

Curtis Olsen; 5002 Magnolia Bend - He submitted the variance request to place a building on the back of his property. He is fairly new to the area and was unaware of the process. He received signatures from all of his surrounding neighbors that could potentially be impacted. He wanted to provide an overview of the

25ft standard as stated in the ordinance. He did not realize what all this would entail until he started the permitting process.

PUBLIC HEARINGS

1. Hold a public hearing on a variance to the zoning district regulations for single family residential yard requirements at 5002 Magnolia Bend Drive.

Mayor Kennedy opened the public hearing at 7:12 P.M. Curtis Olsen presented an overview of the permit process, so everyone understands. He submitted a shop permit in his backyard and was originally denied due to the 25ft setback requirements and after discussion with city staff he asked for a variance. He was being cited to the 2006 ordinance stating the 25ft and there is a newer ordinance with conflicting information stating there is 10ft setback. He asked why 25ft is the standard. The answer he received was a spacing matter. He is trying to get his permit approved and he hopes the city will approve his permit and eventually update the ordinances. Mayor Kennedy closed the public hearing at 7:18 P.M.

ITEMS FOR CONSIDERATION

2. Consideration and possible action authorizing the purchase of three (3) Chevrolet Traverse SUVs and one (1) Chevrolet 2500HD pickup truck from Lake Country Chevrolet using The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program contract number 240901.

Motion made by Mayor Pro Tem Greene-Scott to authorize the purchase of three Chevrolet Traverse SUV's and one Chevrolet 2500 HD pickup truck from Lake Country Chevrolet using the Interlocal Purchasing System contract number 240901, Seconded by Councilmember Hargroder.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

3. Consideration and possible action to award a contract for on-call striping and pavement marking services to Stripes & Stops Company, Inc.

Motion made by Councilmember Varlack to award a contract for on-call striping and pavement marking services to Stripes & Stops, Inc. and authorizing the City Manager to execute the contract pending the City Attorney review and approval, Seconded by Councilmember Hargroder.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

4. Consideration and possible action approving the Second Amendment to the Development Agreement with Brazoria County MUD 87.

Motion made by Councilmember Hargroder to approve the Second Amendment to the Development Agreement with Brazoria County MUD 87, Seconded by Mayor Pro Tem Greene-Scott.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

5. Consideration and possible action on a resolution suspending a rate increase request from CenterPoint Gas.

Motion made by Councilmember Boyce to adopt a resolution suspending a rate increase request from CenterPoint Gas, Seconded by Councilmember Varlack.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

Consideration and possible action on a resolution updating bank account access and signatory authority.

Motion made by Councilmember Hargroder to approve a resolution updating bank account access and signatory authority, Seconded by Mayor Pro Tem Greene-Scott.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

7. Consideration and possible action on an ordinance approving a variance to the zoning district regulations for single family residential yard requirements at 5002 Magnolia Bend Drive.

Mr. Curtis Olsen stated the questions and concerns he has with the 25ft setback requirement. He presented an overview of the intent of the project. He wanted to put the building 5ft from the property line. He provided the impacts of relocating the building to meet the requirement which includes a cost to relocate the propane tank, cost for more concrete, meeting the TCEQ requirements, and being able to get in and out of the facility. He provided a signed petition as stated earlier by the neighbors that everyone agreed with his plan that was showed to us. He hopes the city will work towards updating the ordinance. Mayor Pro Tem Greene- Scott asked why he does not want the recommended 10ft that staff provided instead of the 25ft. He responded that he wants to be able to drive straight to the building when backing up large equipment. He stated he also still does not see the justification for the 25ft requirement. She asked Dinh, why is the requirement 25ft. He responded that the 25ft, was adopted in the zoning ordinance back in 2002, the thought at that time was 25ft setback for large rural area, the spacing makes sense for large lots so neighbors are not right up next to the property line. She stated this seems more like a subdivision not so much rural and that makes a difference. Councilmember Varlack stated the fact that this is in a subdivision would mean this requirement would be more applicable. She asked the staff's thoughts on the 10ft setback. Staff discussed 15ft. Albert Cantu provided the requirements as stated in the ordinance. Councilmember Varlack asked Mr. Olsen to clarify that the shop is being used for residential use and not commercial as he mentioned boats and large equipment previously. Councilmember Hargroder commented that from a first responder standpoint, the proposed 5ft setback requirement would be difficult to do a 360 on the building with a 5ft setback because the opening would be very narrow. City Engineer; Dinh Ho stated that there are a few points that need to be taken into consideration. The homes that were permitted without the zoning with encroachment, are considered legal but non-conforming and just because they were done that way does not mean we have to continue to allow that. Staff has looked at this request and agreed with a 15ft setback instead of a 5ft setback as they think it is too narrow. Staff could not support 5ft and Planning and Zoning denied it unanimously. Dinh Ho stated that variances are reserved for lots that have a unique situation. The discussion took place that a financial hardship is not defined in the ordinance. Councilmember Barnett asked what kind of slab this will have. He provided thoughts on the building which could potentially change the setback.

Motion made by Mayor Pro Tem Greene-Scott to approve a variance to the zoning district regulations for single family residential yard requirements to allow 15ft side lot setback at 5002 Magnolia Bend Drive., Seconded by Councilmember Hargroder. The City Secretary read the ordinance caption aloud.

Voting Yea: Mayor Pro Tem Greene-Scott

Voting Nay: Councilmember Barnett, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

Mayor Kennedy called a recess at 8:20 P.M. The Council resumed back in open session at 8:30 P.M.

8. Consideration and possible action on an ordinance temporarily reducing the posted speed lim for portions of Cedar Rapids Blvd and declaring an urgent public necessity.

Motion made by Councilmember Boyce to approve an ordinance on first and final reading temporarily reducing the posted speed limit for portions of Cedar Rapids Blvd and declaring an urgent public necessity, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

CONSENT AGENDA

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

Motion made by Councilmember Hargroder to approve all consent items minus item no. 13, Seconded by Mayor Pro Tem Greene-Scott.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

- 9. Consider approval of the February 10, 2025 City Council worksession minutes.
- 10. Consider approval of the February 10, 2025 City Council meeting minutes.
- 11. Consider approval of the Karsten Boulevard North Phase II Abbreviated Plat.
- 12. Consider approval of the Magnolia Bend Estates Section 2 Final Plat.
- 13. Consider approval of the Meridiana Section 35B Preliminary Plat.

Motion made by Councilmember Hargroder to approve the Meridiana Section 35B Preliminary Plat, Seconded by Mayor Pro Tem Greene-Scott.

Voting Yea: Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

- 14. Consider approval of the Meridiana Section 55B Final Plat.
- 15. Consider conditional acceptance of Magnolia Bend Estates Section 2 Water, Storm and Paving Improvements into One-Year Maintenance Period.

COUNCIL COMMENTS

10

Mayor Kennedy thanked those in attendance. He thanked the members of Planning and Zoning Commission that joined us at the meeting. He thanked the staff for their hard work. He had the opportunity to attend Brazoria County Day in Austin at the capital. As a council they lent their support to the establishment of a mental health facility in Brazoria County. He is happy to report back that Senate Bill 1 and House Bill 1 both include 10 million dollars in funding for a mental health facility in Brazoria County. He was also able to have discussions with the Alvin City Council members and talk about the 100 ft strip. There is energy and consensus around reducing if not eliminating that. He thanked Councilmember Hargroder's husband for the chili/gumbo cookoff. The Alvin ISD Spelling Bee winner was Thalia Nieten from Bel Sanchez Elementary.

Councilmember Barnett stated that bad weather will be soon approaching.

Mayor Pro Tem Greene-Scott thanked those in attendance. She asked residents to attend the meetings and listen to the council deliberate. She mentioned her daughter pledged in her sorority one year ago today.

Councilmember Varlack thanked those in attendance. We extend our thoughts and prayers to the student who was injured. He reminded everyone to please be aware of your surroundings on the road. He had the

opportunity to present to the Naval JR ROTC unit at Worthing High School. It was a pleasure to meet students. He met a young lady that really impressed him. She is 16 years old and being recruited by Harvard Law School. This was a fantastic opportunity for them to meet the color guard that lead our inaugural MLK parade. He thanked Worthing High School for the participation in the MLK day parade. He had the opportunity to speak at career day to a little over 380 students at Jackie Caffey Jr. High. He talked to them about supply chain management and about what it is like to work in city government.

Councilmember Boyce thanked those in attendance. He mentioned a student was hit by a vehicle while riding a scooter. They are going to be okay. He asked that parents talk to their kiddos about safety while riding the scooters. He has personally seen some safety concerns while the students are riding scooters.

Councilmember Hargroder thanked those in attendance.

Councilmember Murray was absent.

STAFF REPORTS

- 16. Building Official/Fire Marshal Monthly Report
- 17. Police Department and Emergency Management Monthly Report
- 18. Municipal Court Monthly Report
- 19. Public Works Monthly Report
- 20. City Engineer Monthly Report
- 21. Finance Monthly Reports
- 22. Technology Department Monthly Report
- 23. Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION

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:

There was no executive session.

- 24. Deliberate applications and appointments to boards and committees.
- 25. Deliberate the City Manager's and City Attorney's employment agreements.
- 26. Deliberate potential or threatened legal action related to development agreement default.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

27. Consideration and possible action on Executive Session matters.

No action was taken.

ADJOURNMENT

The meeting was adjourned at 9:18 P.M.

APPROVED THIS 14TH DAY OF APRIL 2025

Kayleen Rosser, City Secretary	Wil Kennedy, Mayor



Item 19.



CITY COUNCIL MEETING MINUTE

Friday, April 04, 2025 4:15 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • <u>www.iowacolonytx.gov</u>

STATE OF TEXAS COUNTY OF BRAZORIA CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 4th day of April 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 4:15 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 McLean Barnett
Councilmember Arnetta Murray
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 4:15 P.M.

INVOCATION

Mayor Kennedy prayed aloud.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS

Douglas Chumley; 9831 Clear Diamond Drive stated that there is a Planning and Zoning Commission member and a City Council member making videos regarding the MUD proposition. He sent a statement from the MUD to the City Attorney providing a statement regarding their position. He would like to step back as the Vice President of BCMUD 31 and speak as a resident. He found the statements made to not only be inaccurate but also untrue. He mentioned he attended the Planning and Zoning Commission meeting, and it was stated that we don't grant variances to residents or citizens, we only grant them to developers for economic impact. He finds this disturbing. At the last board meeting he attended they denied the variance for a resident because we would have to change the ordinances. \The city has not changed the ordinances in three years. This was brought up at the meeting and was stated that we have a grant for \$300,000.00 and if we change the ordinances that might tweak the grant. So, for three years we haven't updated our ordinances that affect all of our residents and don't grant variances. He stated we only grant variances for developers unless it's Land Tejas. He is looking forward to the upcoming city council meeting as there is a sign variance that will be on the agenda that already went through Planning and Zoning.

EXECUTIVE SESSION- 4:21 P.M.

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

1. Personnel matters related to the City Manager's retirement and authorizing staff to conduct a search for an Interim City Manager.

POST EXECUTIVE SESSION- 5:02 P.M.

ITEMS FOR CONSIDERATION

2. Consideration and possible action on personnel matters related to the City Manager's retirement and authorizing staff to take any necessary action regarding the acceptance of the current City Manager's retirement and to conduct a search for an Interim City Manager.

Motion made by Councilmember Varlack that City Council officially accept the City Manager; Robert Hemminger's retirement effective as of April 18, 2025 and authorize staff to take any necessary action regarding the City Manager's retirement and commence an immediate search for an interim City Manager, Seconded by Councilmember Murray.

Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

ADJOURNMENT

The meeting was adjourned at 5:03 P.M.

APPROVED THIS 14TH DAY OF APRIL 2025

Kayleen Rosser, City Secretary	Wil Kennedy, Mayor



AGREEMENT FOR LAW ENFORCEMENT EQUIPMENT

This Agreement for Law Enforcement Equipment (the "Agreement") is made and entered into as of the date last executed by the parties below (the "Effective Date"), by the City of Iowa Colony, Texas, a municipal corporation and a home-rule city in the State of Texas (the "City") acting by and through its City Council, and Brazoria County Municipal Utility District No. 32, a conservation and reclamation district (the "District"). The City and the District are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City intends to enter into an agreement with Flock Security, Inc. (the "Flock Agreement"), for the provision and operation of Equipment (as defined below) to enhance law enforcement services in the City; and

WHEREAS, the Parties desire to enhance law enforcement services in the District and the City through the operation of the Equipment; and

WHEREAS, the City desires to operate the Equipment for the benefit of the District and the City; and

WHEREAS, each Party has determined that the Equipment will benefit its residents and landowners; and

WHEREAS, the City has requested that the District fund certain costs (described herein) associated with the Equipment for the purpose of assisting law enforcement in the District; and

WHEREAS, the Parties understand that the City will only enter into the Flock Agreement upon the approval and execution of this Agreement; NOW THEREFORE, in consideration of the mutual benefits herein contained, the Parties hereby agree as follows:

<u>AGREEMENT</u>

DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

- 1. <u>Equipment</u>. Equipment shall mean eleven (11) Flock Safety cameras in the District, as described in the Equipment quote attached as **Exhibit A**, to be operated within the boundaries of the District and to be utilized to assist law enforcement in detecting vehicle make, model, type, color, and license plate (e.g. state, temporary, and missing plates).
- 2. <u>Flock Payment</u>. The payment(s) due to the provider of the Equipment, including all subscription costs (the "Flock Payment").

1238730 441

ARTICLE I. PURPOSE

The purpose of this Agreement is for the City to provide and maintain the Equipment under the terms and conditions herein. By signing this Agreement, the City agrees to provide the goods and services referred to in Articles II and III under the terms and conditions herein.

ARTICLE II. THE EQUIPMENT

- A. The operation, maintenance, repair, improvement, and replacement of the Equipment shall be governed pursuant to the terms of the Flock Agreement. The District shall not be responsible to operate, maintain, repair, improve, and replace the Equipment.
- B. All costs associated with the operation, maintenance, repair, improvement and replacement of the Equipment (including, without limitation, the Flock Payment) shall be the City's responsibility; *provided*, *however*, that the District will make the District Payment as described below.
- C. It is expressly understood and agreed that the Equipment shall not be subject to the control and supervision of the District. The Equipment shall be subject to the control and supervision of the City to the extent provided for in the Flock Agreement.

ARTICLE III. CITY EMPLOYEES

- A. The City employees performing duties under this Agreement shall at all times remain City employees subject to the same rights and responsibilities as the City's other employees.
- B. The City agrees that the City employees shall perform the services associated with the Equipment described herein in accordance with the appropriate City policies and the policies and procedures of the City; provided, however, that, while City shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT PROVIDED BY CITY OR THE LAW ENFORCEMENT OFFICIALS TO THE DISTRICT, AND CITY AND THE LAW ENFORCEMENT OFFICIALS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The City retains sole and independent discretion regarding (i) the hiring, supervision, discipline, and termination of City employees, and (ii) the placement or replacement of the Equipment.

ARTICLE IV. DISTRICT PAYMENT

- A. The District agrees to reimburse the City for the Flock Payment in accordance with the Equipment quote attached as **Exhibit A**, in an amount not to exceed \$33,000.00 annually (the "District Payment").
- B. The District Payment shall be made payable to the City and shall be delivered to the City of Iowa Colony Senior Accountant.
- C. Whether additional law enforcement cameras will be purchased is solely within City's discretion. The District shall not be responsible for the payment of any funds to the City except the District Payment. The City may submit a written request to the District for additional equipment detailing the specifications, quantity, cost, and the intended use of the additional equipment. The District shall review the request and may, at its sole discretion, approve an amount for the additional equipment requested by the City as District Payment.
- D. The District shall have no ownership interest in the Equipment or any right to access, control or use the data collected or shared from same.
- E. The District Payment shall be due and payable to the City no later than forty-five (45) days after the City provides the District with a written document confirming that the City has made the Flock Payment(s).

ARTICLE V. TERM AND ASSIGNMENTS

- A. The term of this Agreement shall be twenty-four months from the Effective Date. The term shall automatically renew thereafter for successive twenty-four-month terms, unless either Party gives the other Party notice of non-renewal at least ninety (90) days prior to the end of the then current term.
- B. This Agreement is not assignable.
- C. If the Agreement is not approved and executed by the Parties, the Agreement shall be null and void, and neither Party shall have any obligations or liabilities to the other pursuant to this Agreement.

ARTICLE VI. SEVERABILITY AND HEADINGS

- A. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory District of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby.
- B. Headings or subheadings included in this Agreement are given for convenience only and shall not be considered or given any effect in construing this Agreement.

ARTICLE VII. ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

- A. With respect to the subject matter hereof, this Agreement embodies the entire agreement of the Parties. This Agreement supersedes all prior communications and negotiations, oral or written, relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE VIII. NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the City: City Manager

City of Iowa Colony 3144 Meridiana Pkwy Iowa Colony, Texas 77583

To the District: Brazoria County Municipal Utility District No. 32

c/o Allen Boone Humphries Robinson LLP

Attn: Jessica Holoubek 3200 Southwest Freeway Phoenix Tower, Suite 2600 Houston, Texas 77027 B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE IX. REVENUE

A. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

[Execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the dates set forth below.

	CITY OF IOWA COLONY, TEXAS
ATTEST:	Wil Kennedy, Mayor Date:
City Secretary	

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32

	12 2 22	
	President, Board of Directors Date:	
ATTEST:		
Secretary, Board of Directors		
(SEAL)		

Exhibit A - Equipment

[See attached]

frock safety

INVOICE

Item 20.

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-53447 Invoice Date: 12/16/2024 Due Date: 1/15/2025 Payment Terms: Net 30

PO#:

Bill TX - Brazoria County MUD 32

To:

Houston, Texas, 77027

Ship To: TX - Brazoria County MUD 32

3200 Southwest Freeway Service

Road STE 2600

Houston, Texas 77027

Billing Company Name: TX - Brazoria County MUD 32 Payment Terms: Net 30 Billing Contact Name: Arlene Catalan Contracted Billing Structure: Annual

Billing Email Address: acatalan@abhr.com

Renewal Opportunity: Year 1 of 24 Month Term, 2024 - 2025. Per the original signed agreement. Per the unit price change. Per section

Notes: 5 original agreement. Period 12/2/24 through 12/1/25.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon ®	11	\$3,000.00	\$0.00	\$33,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware. Link to Location of Services:

Subtotal: \$33,000.00

Sales Tax: \$0.00

Credit: \$0.00

Payments: \$0.00

Balance Due: \$33,000.00

Item 20.

f ock safety

INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Pay by Check:

Invoice Number INV-53447 Invoice Date: 12/16/2024 Due Date: 1/15/2025 Payment Terms: Net 30

section of the ACH transfer request.

PO#:

Pay by ACH:

1 dy by Once	<u></u>	i uy by Morri	
Payable to: Memo: Mail to:	Flock Group Inc INV-53447 PO Box 121923 Dallas, TX 75312-1923	Account Number: Account Type:	Flock Group Inc. 3302113966 Checking 121140399 / SVBKUS6S
If paying by o	check please include the remittance slip below	If paying by ACH pleas	se include your invoice number in the memo

Payment Remittance Information

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

USPS:

If sending via Flock Group Inc Account: TX - Brazoria County MUD 32 USPS: PO Box 121923

Dallas, TX 75312-1923

1501 North Plano Rd. ste 100

Or Invoice # INV-53447

If sending via Flock Group Inc Amount Due: \$33,000.00

UPS, FedEx or 891923

Richardson, TX 75081

Amount Enclosed: \$



Monday, March 24, 2025

Mayra Hernandez Quiddity Engineering 2322 W. Grand Parkway North, Suite 150 Katy, TX 77449 mahernandez@guiddity.com

Re: Sierra Vista West Section 11 Preliminary Plat

Letter of Recommendation to Approve

COIC Project No. 5860

Adico, LLC Project No. 710-25-002-005

Dear Ms. Hernandez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 11 Preliminary Plat, received on or about March 20, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on March 20, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than March 25, 2025, for consideration at the April 1, 2025, Planning and Zoning meeting.

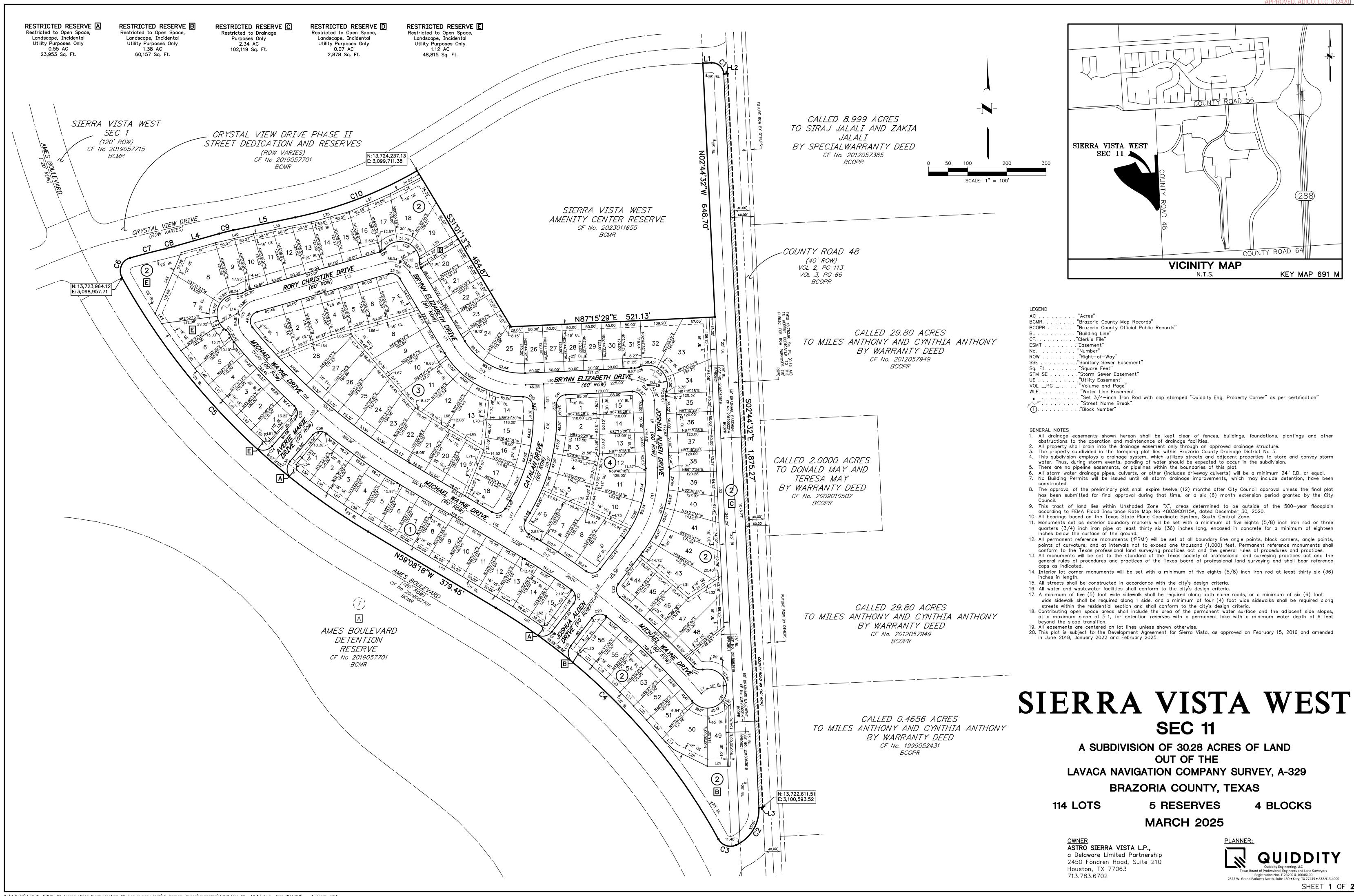
Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC Robert Hemminger, COIC

File: 710-25-002-005



SHEET 1 OF 2



Monday, March 10, 2025

Abby Martinez LJA Engineering, Inc. 3600 W Sam Houston Pkwy, Ste. 600 Houston, TX 77042 amartinez@lja.com

Re: Alloy Road Street Dedication Phase 1 – Preliminary Plat

Letter of Recommendation to Approve

COIC Project No. 5867

Adico, LLC Project No. 710-25-002-006

Dear Ms. Martinez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal of Allow Road Street Dedication Phase 1 Preliminary Plat, received on or about March 4, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

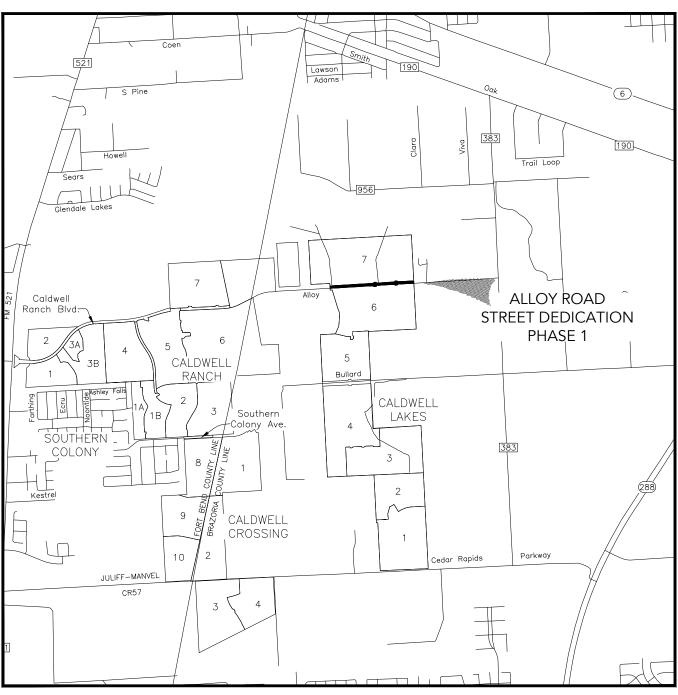
Based on our review, we have no objection to the preliminary plat as submitted on March 4, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than March 25, 2025, for consideration at the April 1, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC Robert Hemminger, COIC File: 710-25-002-006



/icinity	Ма	ļ
1 inch = 1/2	mile	

	LINE TABLE				
LINE	BEARING	DISTANCE			
L1	N 86°25'40" E	1,184.12			
L2	N 86°16'20" E	60.00'			
L3	N 86°25'40" E	469.70'			
L4	N 85°59'36" E	60.01			
L5	N 86°25'40" E	433.52'			
L6	S 02°54'25" E	70.00'			
L7	S 86°25'40" W	433.80'			
L8	S 85°59'36" W	60.01			
L9	S 86°25'40" W	469.00'			
L10	S 86°16'20" W	60.00'			
L11	S 86°25'40" W	1,184.53			
L12	N 02°54'49" W	70.00'			
L13	S 03°23'07" E	120.00'			
L14	S 03°03'02" E	120.00'			

	CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD	
C1	25.00'	89°48'47"	39.19	N 41°31'17" E	35.30'	
C2	25.00'	90°11'13"	39.35	S 48°28'43" E	35.41'	
С3	25.00'	89°28'43"	39.04	N 41°41'19" E	35.19'	
C4	25.00'	90°31'17"	39.50'	S 48°18'41" E	35.52	
C5	25.00'	89°28'43"	39.04	S 41°41'19" W	35.19	
C6	25.00'	90°31'17"	39.50'	N 48°18'41" W	35.52	
C7	25.00'	89°48'47"	39.19	S 41°31'17" W	35.30'	
C8	25.00'	90°11'13"	39.35	N 48°28'43" W	35.41	

RES. INDICATES RESERVE

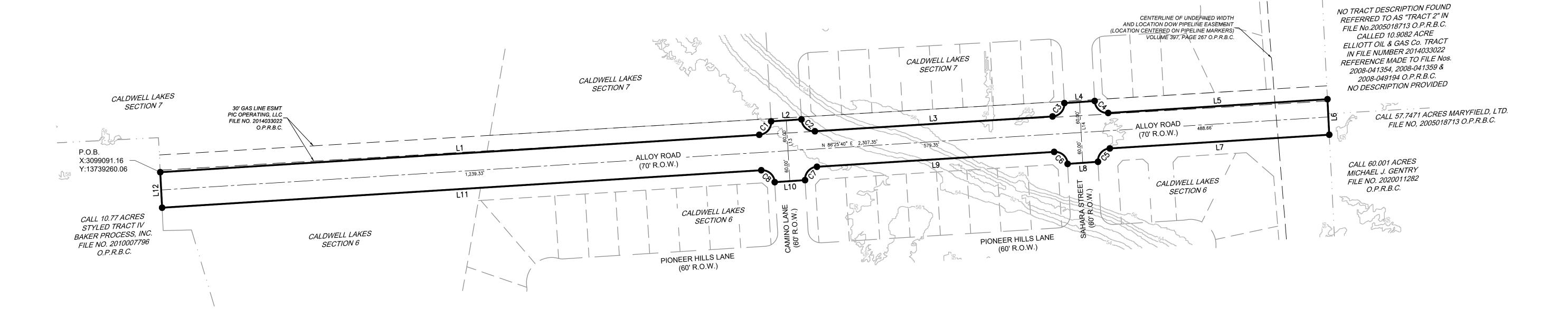
B.L. INDICATES BUILDING LINE

U.E. INDICATES UTILITY EASEMENT

O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY

R.O.W. INDICATES RIGHT-OF-WAY

DOC. NO. INDICATES DOCUMENT NUMBER



A PRELIMINARY PLAT OF

GENERAL NOTES:

THE FOLLOWING SCALE FACTOR 0.99986724707.

4. ELEVATION = 59.26', NAVD 88, GEOID 18.

ASSIGNS, OR SUCCESSORS.

SAID ADJACENT ACREAGE.

DECEMBER 30, 2020 THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.

3. T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-171: 5/8 INCH IRON ROD SET.

10. DRAINAGE PLANS TO BE PROVIDED PRIOR TO FINAL PLAT SUBMITTAL.

7. CONTOUR LINES SHOWN HEREON ARE BASED ON THE NGS BENCHMARK E 306 BEING NOTED HEREON.

13. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA. 14. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.

INVESTMENTS, LTD.; 608 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.

ALLOY ROAD STREET DEDICATION PHASE 1

Houston, Texas 77042

713.953.5200

±3.9 ACRES

OUT OF THE WILLIAM PETTUS SURVEY, A-714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:

D.R. HORTON 6744 HORTON VISTA DR. RICHMOND, TX 77407 281-566-2100

PLANNER: 3600 W Sam Houston Pkwy S, Suite 600

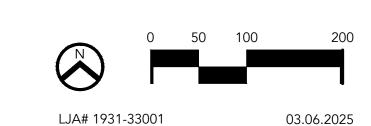
ENGINEER:

LJA Engineering, Inc. 1904 W. Grand Parkway North Phone 713.953.5200 Fax 713.953.5026 Suite 100 Katy, Texas 77449

SURVEYOR:

LJA Surveying, Inc. 3600 W Sam Houston Pwky S

Suite 600 Houston, Texas 77042 T.B.P.L.S. Firm No. 10194382



DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING COMMISSION. THIS PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER LIA ENGINEERING, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY TO THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAT (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGNED, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAT ARE CONCEPTUAL AND BASED

SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.

APPROVED, ADICO, LLC 03102025

1. 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

2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0105K

2.1. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS

5. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES IN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE

6. PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE

9. 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. 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 IS SUBDIVIDED RO RE-SUBDIVIDED IN A RECORD PLAT THE ONE FOR RESERVE SHALL

12. OWNERS DO HEREBY CERTIFY THAT THEY ARE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF

15. THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY

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,

(NAME AND SECTION) WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN

SCALING FROM SAID FEMA MAP. THE ACTUAL LOCATION, AS DETERMINED BY ELEVATION CONTOURS, MAY DIFFER.

RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.

8. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

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

Item 22.

Fax 713.953.5026

FRN-F-1386



Wednesday, March 26, 2025

Merrett Huddleston
Elevation Land Solutions
9709 Lakeside Blvd., Suite 200
The Woodlands, TX 77381
mhuddleston@elevationlandsolutions.com

Re: Karsten Boulevard North Ph IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Preliminary Plat

Letter of Recommendation to Approve

COIC Project No. 5871

ALLC Project No. 710-25-002-008

Dear Ms. Huddleston:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Karsten Boulevard North Phase IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Preliminary Plat, received on or about March 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on March 25, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than March 25, 2025, for consideration at the April 1, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser Robert Hemminger File: 710-25-002-008

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	23.18'	25.00'	053 ° 07'48"	22.36'	N29°13'20"W
C2	23.18'	25.00'	053 ° 07'48"	22.36'	S23°54'28"W
С3	401.84	600.00'	038°22'23"	394.37'	N21°50'37"W
C4	351.70'	525.00'	038°22'59"	345.16'	N21°50'19"W
C5	267.89'	400.00'	038°22'23"	262.92'	N21°50'37"W
C6	234.41'	350.00'	038°22'23"	230.05'	N21°50'37"W
C7	48.45'	30.00'	092°31'25"	43.35'	S41°05'27"W
C8	46.11'	30.00'	088°04'13"	41.71'	N48°36'43"W
C9	54.90'	35.00'	089*52'46"	49.45'	N47°42'27"W
				· ·	· ·

	Line Table				
Line #	Length	Direction			
L1	135.00'	S02°39'26"E			
L2	150.00'	S87°20'34"V			
L3	135.00'	N02°39'26"V			
L4	69.97	N02°38'50"\			
L5	10.00'	N87°20'34"			
L6	10.00'	N87°20'33"E			

	Reserve Area Table				
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To		
Α	340,366.00	7.814	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES		
В	561,569.86	12.89	UNRESTRICTED		
С	113,138.11	2.597	UNRESTRICTED		
D	1,289.78	0.0296	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES		
Е	1,289.78	0.0296	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES		
TOTAL	1,017,653.53	23.37			

	VICINITY MAP
STERLING LAKES NORTH SEC 2 CALLED 24	BRAZORIA COUNTY KEY MAP: 692A & 692E SCALE: 1"=5000'
STERLING LAKES NORTH BCCF No. 2023053235 SEC 1 BCOPR BCCF No. 2023053235	R ESTATES, LTD. 2008043554 GRAPHIC SCALE OPR
BCCF No. 2023055500 Control Con	100 0 50 100 200 400
14 13 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 3 12 11 10 12 13 12 13 12 13 12 13 13	(IN FEET)
CALLED 3.025 ACRES (FORCE MAIN EASEMENT) TO BRAZORIA COUNTY RES A	DAR RAPIDS PARKWAY ALLY RECOCCIZED PUBLIC ROAD RECORD FOUND: 60' WIDE AS ABBREVIATIONS
	ALLY RECOGNIZED PUBLIC IT AS ABBREVIATIONS RECORD FOUND; 60' WIDE AS AE AERIAL EASEMENT DE= DRAINAGE EASEMENT
2023051605 8 20023055500 BCMR	PAE= PRIVATE ACCESS EASEMENT PUE= PUBLIC UTILITY EASEMENT
FND IRON PIPE	STM SE= STORM SEWER EASEMENT UVE= UNOBSTRUCTED VISIBILITY EASEMENT
N= 13,729,668.55 E= 3,102,701.90 Solution Solution	UE= UTILITY EASEMENT WLE= WATER LINE EASEMENT
25' 55 BL (PROPOSED) 7,153 SQUARE FOOT 7,153 SQUARE FOOT	BL= BUILDING LINE PVT= PRIVATE ROW= RIGHT-OF-WAY
ACCESS EASEMENT ON THE SURVEY OF THE SURVEY	BCCF= BRAZORIA COUNTY CLERK'S FILE BCDR= BRAZORIA COUNTY DEED RECORDS
CALLED 2.5973 ACRES TO ICEE REAL ESTATE, INC. BCCF No. 2024029601	BCMR= BRAZORIA COUNTY MAP RECORDS BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPR CALLED 0.610 ACRES (WATER LINE COLLED 0.610 ACRES (WATER	VOL, PG= VOLUME, PAGE
CALLED 2.13 ACRES TO JAVIER C. GARZA BCCF No. 2012045200	FND= FOUND IR= IRON ROD
BCOPR 887'21'10"W 420.00' S87'21'10"W 420.00' S87'21'10"W 420.00'	S SET 5/8" IRON ROD W/ CAP
CALLED 0.335 ACRES (SANITARY SEWER) EASEMENT) TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31 MUNICIPAL UTILITY DISTRICT NO. 31 ACRES (FORCE MAIN FASCMENT) A 0.35 ACRES (FORCE MAIN FASCMENT)	STREET NAME CHANGE
S.025 ACRES (FORCE MAIN EASEMENT) TO BECORN WOUNCIPAL UTILITY DISTRICT No. 31 CALLE USECT No. 2006026983	O 9.954 ACRES AS MOELLER AND
PAUL BCCFN BCCFN BCCFN	NE MOELLER o. 2002025798 BCOPR
	BLOPK
CALLED 2.485 ACRES (2) (2) (3) (4) (5) (6) (7) (7) (8) (9) (9) (1) (1) (1) (2) (2) (3) (4) (4) (5) (6) (7) (7) (8) (9) (9) (9) (1) (1) (1) (2) (3) (4) (4) (5) (6) (7) (7) (8) (9) (9) (9) (9) (1) (1) (1) (1	
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BCCF No. 2019064285 BCOPR BCOPR	
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ZONE NO. 4204 IT TO SURFACE BY TO S	TRIES GAS COMPANY
HALL BE 1:15,000 TO CHANNEL INDUSTRIES GAS COMPANY PIPELINE SETBACK SETBACK TO HOUSTON TO HOUST	E RIGHT-OF-WAY PIPE LINE COMPANY 5. 13 BCDR
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OF UTILITIES AND OF UTILITIES	
BCOPR	PRELIMINARY PLAT
HV-79C, /- SOUTH OF C.R.	KARSTEN BOULEVARD NORTH
SET 20'34"W 532.65' FINED TO BE STERLING LAKES AT	PH IV & STERLING LAKES
IOWA COLONY SEC. 20	DRIVE STREET DEDICATION &
ANCE RATE MAP 2 3 BCMR 2 3 BCCF No. 2016039566 BCCF No. 2016039566 BCMR DELIGRATION OF THE BECK NO. 2016039566 DELIGRATION OF THE BECK NO. 20160395666 DELIGRATION OF THE BECK NO. 20160396666 DELIGRATION OF THE BECK NO. 201603966666	COMMERCIAL RESERVES
INSTRUMENT INSTRU	
LUTILITY AND QUARTZ RIDGE DRIVE (60' ROW) ON-UTILITY NY ON TO THE TRANSPORT OF THE TRANS	A SUBDIVISION OF 27.16 ACRES OF LAND OUT OF THE
OVED BY ANY DEN POSTS AND 10 9 32,453.00 SQ FT. DEDICATED FOR	H.T. & B.R.R. CO. SURVEY, SECTION 57, A-289
PUBLIC RIGHT-OF-WAY SET TOO MAY BE PROSTE AND SEC TO MAY BE PROSTE A	BRAZORIA COUNTY, TEXAS

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES

- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 12-INCHES ABOVE CROWN OF ROAD AND/OR 24-INCHES ABOVE BASE FLOOD ELEVATION.
- 2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- 3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- 4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5. SHALL HAVE THE RIGHT. BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- 5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- 6. 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 (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- 8. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT
- 9. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- 10. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT
- 11. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO
- 12. 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.
- 13. 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.
- 14. 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 NOTES:
- 1. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
- 2. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000 3. 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 LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
- 4. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
- 5. BENCHMARK 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.
- 6. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN, AND FLOOD ZONE "AE", AREAS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
- 7. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
- 8. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTLITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTLITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH
- 9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
- 10. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
- 11. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- 12. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY
- 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 IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.

2 BLOCKS

TBPS REGISTRATION NUMBER 10194692

APPROVED ADICO LLC 0326

BULLARD RD

5 RESERVES

MARCH 2025

(713) 783–6702

ASTRO STERLING LAKES NORTH, L.P.

A DELAWARE LIMITED PARTNERSHIP

LAKEWOOD RANCH, FLORIDA 34202

C/O STARWOOD LAND ADVISORS

6310 CAPITAL DRIVE, SUITE 130

OWNER/

ENGINEER/

SURVEYOR:

DEVELOPER:

KARSTEN BOULEVARD

DEDICATION &

CEDAR RAPIDS PKWY

NORTH PH IV & STERLING LAKES DRIVE STREET

COMMERCIAL RESERVES

MERIDIANNA PKWY

APPROVED ADICO LLC 0326

COUNTY OF BRAZORIA

STATE OF TEXAS

A METES & BOUNDS description of a certain description of a certain 27.16 acre (1,182,998 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being all of a called 0.1148 acre tract (Director's Lot No. 6) conveyed to Micah Kreikemeier by deed recorded in Clerk's File No. 2022056181, Brazoria County Official Public Records, and being a portion of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P. by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 27.16 acre (1,182,998 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone,

COMMENCING at a PK nail found, being the northwest corner of a called 9.954 acre tract conveyed to Thomas Moeller and Pauline Moeller by deed recorded in Clerk's File No. 2002025798, Brazoria County Official Public Records, being on the east line of said called 455.9 acre tract, being on the centerline of Cedar Rapids Parkway (right—of—way width varies) recorded in Volume 2, Page 113, Brazoria County Deed Records, and according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Official Public Records, being on the centerline of Karsten Boulevard (90 foot right-of-way) according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Map Records, and being on the centerline of a road (40 foot right-of-way) recorded in Volume 2, Page 113, Brazoria County Deed Records;

THENCE, South 02°46'04" East, along the west line of said called 9.954 acre tract, along the east line of said called 455.9 acre tract, and along the centerline of said 40 foot road. 60.00 feet to a 5/8-inch iron rod (with cap) found, being on the south right—of—way line of said Cedar Rapids Parkway and being the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 02°46'04" East, continuing along the west line of said called 9.954 acre tract, continuing along the east line of said called 455.9 acre tract, and continuing along the centerline of said 40 foot road, 881.04 feet to a 5/8—inch iron rod (with cap) found, being the northeast corner of Sterling Lakes at lowa Colony Sec. 20 according to the plat thereof recorded in Clerk's File No. 2016039566, Brazoria County Map Records, and being the southeast corner of the herein described tract;

THENCE, along the north line of said Sterling Lakes at Iowa Colony Sec. 20, the following seven (7) courses and distances:

- 1. South 87°20'33" West, 617.02 feet to a 5/8—inch iron rod (with cap) found, being the northwest corner of Lot 1, Block 1, of said Sterling Lakes at lowa Colony Sec. 20;
- 2. South 02°39'26" East, along the west line of said Lot 1, Block 1, 135.00 feet to the southwest corner of said Lot 1, Block 1, being the beginning of a curve to the right, from which a 3/4-inch iron rod (with cap) found bears South 75°38' East. 0.2
- 3. Along said curve to the right in a northwesterly direction, with a radius of 25.00 feet, a central angle of 53°07'48", an arc length of 23.18 feet, and a chord bearing North 29°13'20" West, 22.36 feet to a point, from which a 3/4-inch iron rod (with cap) found bears South 89°49' East, 0.2 feet;
- 4. South 87°20'34" West, 150.00 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the right
- 5. Along said curve to the right in a southwesterly direction, with a radius of 25.00 feet, a central angle of 53°07'48", an arc length of 23.18 feet, and a chord bearing South 23°54'28" West, 22.36 feet to the southeast corner of Lot 1, Block 2, of said Sterling Lakes at lowa Colony Sec. 20, from which a 3/4-inch iron rod (with cap) found bears North 12°04' West, 0.4 feet;
- 6. North 02°39'26" West, along the east line of said Lot 1, Block 2, 135.00 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said Lot 1, Block 2;
- 7. South 87°20'34" West, 532.65 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said Sterling Lakes at lowa Colony Sec. 20, being on the west line of said called 455.9 acre tract, being on the east line of a called 2.65 acre tract conveyed to We Build It Trust by deed recorded in Clerk's File No. 2019031214, Brazoria County Official Public Records, and being the southwest corner of the herein described tract;
- THENCE, North 02°49'02" West, along the west line of said called 455.9 acre tract, 881.27 feet to a 5/8-inch iron rod (with cap) found, being on the east line of a called 2.13 acre tract conveyed to Javier C. Garza by deed recorded in Clerk's File No. 2012045200, Brazoria County Official Public Records, being on the south right-of-way line of said Cedar Rapids Parkway, and being the northwest corner of the herein described tract, from which a 1-1/4-inch iron pipe found bears North 02°49'02" West, 30.43 feet, being the northeast corner of said called 2.13 acre tract:

THENCE, North 87°21'10" East, along the south right—of—way line of said Cedar Rapids Parkway, 1,320.42 feet to the POINT OF BEGINNING, CONTAINING 27.16 acre (1,182,998 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

NOTE: 0.4045 acres of the subject tract lies within a public road (40 foot right-of-way) recorded in Volume 2, Page 113, Brazoria County Deed Records.

TRACT	ACRES	SQUARE FEET
Subject	27.16	1,182,998
Area within public road	0.4045	17,621
Net	26.75	1,165,377

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

_____, 20____.

Wil Kennedy

Tim Varlack

Sydney Hargroder

Arnetta Hicks-Murray

President	Date	Vice President	Date
Lee Walden, P.E.		Kerry L. Osburn	
 Secretary/Treasurer	 Date	 District Engineer	 Date
Brandon Middleton		Dinh V. Ho, P.E.	

McLean Barnett

Kareem Boyce

Marquette Greene-Scott

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of

STATE OF TEXAS COUNTY OF BRAZORIA

We, ASTRO STERLING LAKES NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 27.16 Acre tract described in the above and foregoing map of KARSTEN BOULEVARD NORTH PH IV & STERLING LAKES DRIVE STREET DEDICATION & COMMERCIAL RESERVES, 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

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.

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 KARSTEN BOULEVARD NORTH PH IV & STERLING LAKES DRIVE STREET DEDICATION & COMMERCIAL RESERVES, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the 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, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____, day of _____, 20____.

ASTRO STERLING LAKES NORTH, L.P., A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner

By:			ـــــــــــــــــــــــــــــــــــــ		
,	Brian	Stidham,	Authorized	Person	

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 20____.

David Hurst	Warren Davis
divid Tidist	Waltell Davis
Chairman	
es Hosey	Robert Wall

Brenda Dillon Brian Johnson

Terry Hayes

STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, 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 in the capacity therein and herein

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

Notary Public in and for the State of Texas

Printed Name: ______ Mv Commission expires ______

I, Paul R. Bretherton, am authorized (or 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.

> Paul R. Bretherton Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____, day of _____, 20____.

Dinh V. Ho, P.E.

PRELIMINARY PLAT KARSTEN BOULEVARD NORTH PH IV & STERLING LAKES DRIVE STREET DEDICATION & COMMERCIAL RESERVES

A SUBDIVISION OF 27.16 ACRES OF LAND OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 57, A-289 BRAZORIA COUNTY, TEXAS

(713) 783-6702

2 BLOCKS 5 RESERVES **MARCH 2025**

OWNER/ **DEVELOPER:**

ASTRO STERLING LAKES NORTH, L.P. A DELAWARE LIMITED PARTNERSHIP C/O STARWOOD LAND ADVISORS 6310 CAPITAL DRIVE. SUITE 130 LAKEWOOD RANCH, FLORIDA 34202

ENGINEER SURVEYOR:



City of Iowa Colony Quarterly Investment Portfolio Report -March 31st, 2025

			1/01/2025	3/31/2025	Accrued
Investment Description	Maturity Date	<u>Yield</u> (Interest Rate)	Beginning Market Value Changes	Ending Market Value	Interest Earnings
TexStar Investment Pool	Liquid	4.49%	\$ 2,718,239.94 \$29,347.95	\$ 2,747,587.89	\$29,347.95
TexStar IP - Crime Control Fund	Liquid	4.49%	\$ 455,971.68 \$4,922.98	\$ 460,894.66	\$4,922.98
TexStar IP - Vehicle Rplc Fund	Liquid	4.49%	\$ 348,004.92 \$3,757.28	\$ 351,762.20	\$3,757.28
Veritex Community C/D	6/30/2025	4.45%	\$ 145,000.00 \$-	\$ 145,000.00	\$1,591.02
Frost Bank Invetsment C/D	2/23/2025	3.15%	\$ 6,617.35 \$75.00	\$ 6,692.35	\$75.00
Texas Class Investment Pool	Liquid	4.36%	\$ 4,574,888.40 \$50,947.48	\$ 4,625,835.88	\$50,947.48
Texas Class IP - Ames Blvd Retainer	Liquid	4.36%	\$ 1,573,428.19 \$17,522.25	\$ 1,590,950.44	\$17,522.25

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

City Manager		
Accountant		



Thursday, April 3, 2025

Mayor Wil Kennedy City Council City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, TX 77553

Re: Brazoria County Municipal Utility District No. 53 Water System Expansion

Recommendation for Acceptance into One-Year Maintenance Period

City of Iowa Colony Project No. 1979 Adico, LLC Project No. 16007-4-423

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Brazoria County Municipal Utility District No. 53 Water System Expansion. The final inspection was completed on October 28, 2024, with all outstanding punch list items addressed on January 6, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends Brazoria County Municipal Utility District No. 53 Water System Expansion 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

TBPE Firm No. 16423

Cc: Kayleen Rosser Robert Hemminger

File: 16007-4-423

CERTIFICATION OF INFRASTRUCTURE FOR:

Brazoria County MUD No. 53 Water System Expansion

(Project Name)

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



TBPLES Firm Registration No. F-22671 January 14, 2025 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.

460

Bond No. PRF9415159

MAINTENANCE BOND

STATE OF TEXAS	Contract Date <u>1/12/2023</u>
COUNTY OF BRAZORIA	Date Bond Executed
PRINCIPAL Gilleland Smith Construction, Inc.	
SURETYColonial American Casualty and Sure	ty Company
OWNER Brazoria County Municipal Utility Distri	ct No. 53
PENAL SUM OF BOND (in words and figures)	One Million Six Hundred Forty-Eight
Thousand Seven Hundred Five Dollars and Zer	o Cents (\$1,648,705.00), being 100 percent of the
Contract Price.	
CONTRACT for Construction of Progonic Country	Municipal Hillity Dietrict No. 52 Weter Contain

CONTRACT for Construction of Brazoria County Municipal Utility District No. 53 Water System Expansion for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This is a One Year Maintenance Obligation

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Gilleland Smith Construction, Inc.	ATTEST
PRINCIPAL	10 0 0 0
By	By Walnut
Name Damon P. Gilleland	Name Wade H. Smith
Title President	Title Secretary
Address 19840 FM 1093, Suite 10	
Richmond, TX 77407	(SEAL)
Colonial American Casualty and Surety Company	ATTEST
By Kladia M. Willa	By Froutnes Luce
Name Gloria M. Villa	Name Kourtney Reece
TitleAttorney-in-Fact	Title Account Manager
(SEAL)	Physical Address: 2000 W. Sam Houston Parkway, S., Suite 900 Houston, TX 77042 Mailing Address: 2000 W. Sam Houston Parkway, S., Suite 900 Houston, TX 77042
	Telephone: <u>713-787-5937</u>
Local Recording Agent Personal Identification Nun	nber:
Agency Name: Marsh & McLennan Agency, LLC	
Agency Address 2500 City West Blvd., Ste. 2400, Ho	uston. TX 77042
Agency Telephone 713-780-6100	

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Wade H. Smith	s certify that I am the secretary of the corporation named as
Principal in the Bond; that Damon P. Gi	illeland, who signed the Bond on behalf of
Principal, was then President	of the corporation; that I know his or
her signature, and his or her signature is ge	nuine; and that the Bond was duly signed for and on behalf
of the corporation by authority of its govern	ning body.
Signature of Corporate Secretary	(Corporate Seal)

ATTACH POWER OF ATTORNEY

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Beverly A. IRELAND, Gloria M. VILLA, Kurt A. RISK, Francine HAY, Roxanne G. BRUNE, Sharon CAVANAUGH, Sharen GROPPELL, Kourtney REECE of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of October, A.D. 2022.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 18th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

onstance a. Dun

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of January 2023.







By:

Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

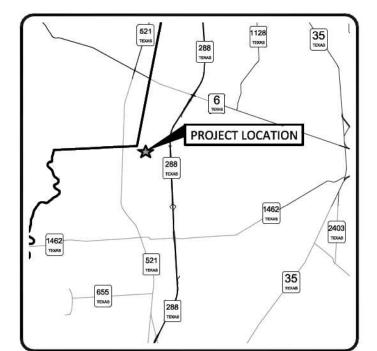
1-800-252-3439

You may write the Texas Department of Insurance:

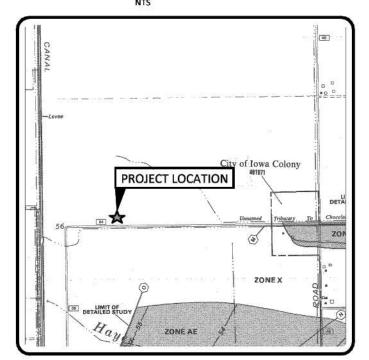
P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

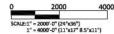
ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



LOCATION MAP



FLOOD PLAIN MAP



ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 48039C0115H DATED: 06/05/1989 THIS TRACT LIES WITHIN ZONE "X", AREAS OUTSIDE OF THE 500 YEAR FLOOD PLAIN THE BASE FLOOD ELEVATION IS: 55.00'±

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT 53 WATER SYSTEM EXPANSION

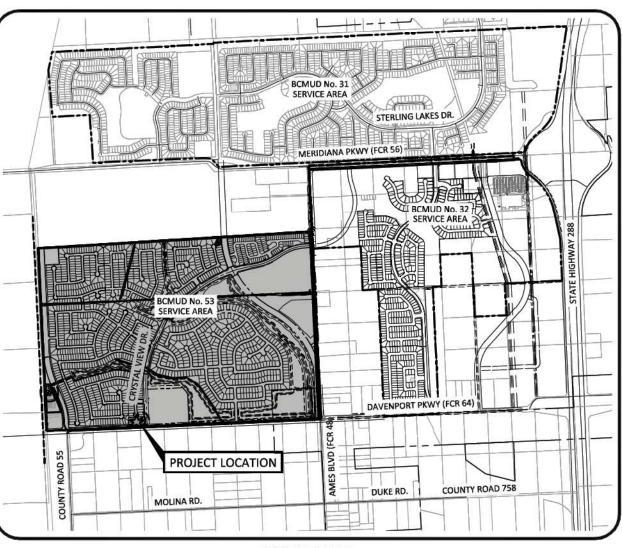
DEVELOPER INFORMATION:

BRAZORIA COUNTY MUD 53 C/O: ALLEN, BOONE, HUMPHRIES, ROBINSON, LLP 3200 SOUTHWEST FREEWAY, SUITE 2600 **HOUSTON, TEXAS 77027 CONTACT: TIMOTHY AUSTIN**

CONTACT PHONE: 713-860-6465

PROJECT LOCATION:

COUNTY ROAD 64 @ COUNTY ROAD 48 **ROSHARON, TEXAS 77583**



VICINITY MAP

BRAZORIA COUNTY, TEXAS

- CONTRACTOR SHALL NOTIFY THE CITY OF IWO COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR dinh@adico-llc.com & inspections@adico-llc.com) AND BRAZORIA COUNTY ENGINEER - construction@brazoria-county.com 48 HOURS BEFORE COMMENCING WORK.
- DRAINAGE AND DETENTION ANALYSIS FOR SIERRA VISTA WEST AMENDMENT NO. 1" PREPARED BY JONES & CARTER, INC. DATED DECEMBER 2018. APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 ON DECEMBER 20, 2018 AND CITY OF IOWA COLONY ON DECEMBER 18, 2018.

SHEET INDEX			
SHEET No.	SHEET NAME		
01	COVERSHEET		
02	SERVICE AREA		
03	SITE PLAN		
04	GRADING & DRAINAGE PLAN		
05	WATER PLANT PLAN		
06	WATER WELL PLAN & DETAILS		
07	GROUND STORAGE TANK PLAN		
08	GROUND STORAGE TANK DETAILS		
09	EXISTING BOOSTER PUMP BUILDING MODIFICATIONS		
10	HYDROPNEUMATIC TANK PLAN & DETAILS		
11	WATER PLANT DETAILS 1		
12	WATER PLANT DETAILS 2		
13	WATER PLANT DETAILS 3		
14	CONTROL SCHEMATIC		
15	ELECTRICAL SITE PLAN		
16	ELECTRICAL ONE LINE		
17	ELECTRICAL DETAILS 1		
18	ELECTRICAL DETAILS 2		
19	ELECTRICAL ABBREVIATIONS & LEGENDS		
20	STORM WATER POLLUTION PREVENTION PLAN		
21	STORM WATER POLLUTION PREVENTION DETAILS		
22	GENERAL NOTES		



APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 LEE WALDEN, P.E. DATE KERRY L. OSBURN VICE PRESIDENT MARK ROLLER JARROD D. ADEN P.E., C.F.M. DATE DRAWN BY: SECRETARY/TREASURER CHECKED BY:

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE DATE: SHOWN, CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SHEET No. BCDD 5 I.D. # B190012

ER SYSTEM EXPANSION VITY ROAD 64 @ COUNTY ROAD 48 ROSHARON, TEXAS 77583



COVERSHEET

PROJ. No.: 5824-22203

10/05/2022



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

TBPE Firm No. 16423

Cc: Kayleen Rosser

Robert Hemminger File: 16007-4-540

ERTIFICATION OF INFRASTRUCTURE FOR:							
Karsten Blvd North Phase II							
(Project Name)							
J, David Leonard Doran							

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.

(Name of Licensed Engineer)

Engineer's Seal



and d. Man

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.

ICMB-1

Item 26.

CITY OF IOWA COLONY MAINTENANCE BOND

1.	Bond Number: GS24800136
) .	Principal: Rodriguez Construction Group, LLC
c.	Surety:
	Name: The Gray Casualty & Surety Company
	State Where Surety is Incorporated: Louisianna Brazoria County Municipal Utility District No 31 and
d.	Obligee(s): Sterling Meridiana 35 GP, LLC ; and the
	Obligee(s): 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:
	Dun Sanlember 16 20124
	Date: September 35,3034 Parties: Principal and Brazoria County Municipal Utility District No 31 and Sterling Meridiana
	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.
	shan not be commuted to restrict the scope of the commute.
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.
- Principal has entered into the Contract.
- 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.
- However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
- 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	PRINCIPAL: Rodriguez Construction Group, LLC By: Signature
Jillian O'Neal Print or Type Signer's Name	Roy Rodriguez Print or Type Signer's Name
Attorney-in-Fact Signer's Title	President Signer's Title

ATTACH POWER OF ATTORNEY

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.

SEAL By:

Michael T. Gray President

President The Gray Insurance Company Cullen S. Piske President

The Gray Casualty & Surety Company

State of Louisiana

850

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, Louisians

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 350 day of Septem be 2004

Mark Mangans

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 Secretary 2024

Leigh Jame Henican





Item 26.



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.

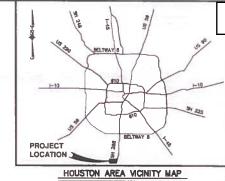
ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

DEVELOPER STERLING MERIDIANA 35 GP LLC. 5851 SAN FELIPE, SUITE 800 HOUSTON, TEXAS 77057

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES

KARSTEN BLVD NORTH PHASE 2

BRAZORIA COUNTY, TX M.U.D. NO. 31 BRAZORIA COUNTY, TX PROJECT NO. 610.002.020.00



Item 26.

SHEET LIST TABLE

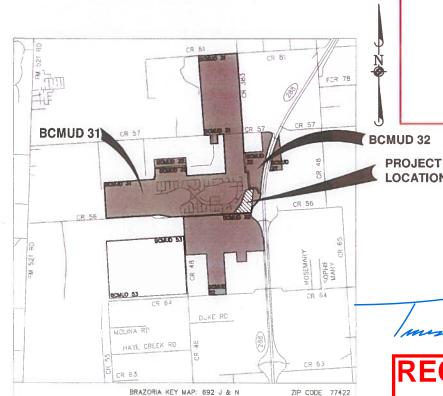
heet	Number	Sheet Title
	1	COVER SHEET
	2	GENERAL NOTES
	3	WATER & SANITARY OVERALL A
	4	DRAINAGE OVERALL A
	5	DRAINAGE CALCULATIONS
	6	GRADING OVERALL
	7	STORM WATER POLLUTION PREVENTION PLAN
	8	TRAFFIC SIGNAGE & PAVING MARKING OVERALL
1	9	KARSTEN BLVD NORTH (STA 4+50.00 TO 13+50)
1	10	KARSTEN BLVD NORTH (STA 13+50.00 TO 20+00) A
3	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

SLOPE PAVING & TRAFFIC PAVEMENT MARKING DETAILS

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, NSPECTIONS@ADICO-LLC.COM) AND 48 HOURS BEFORE

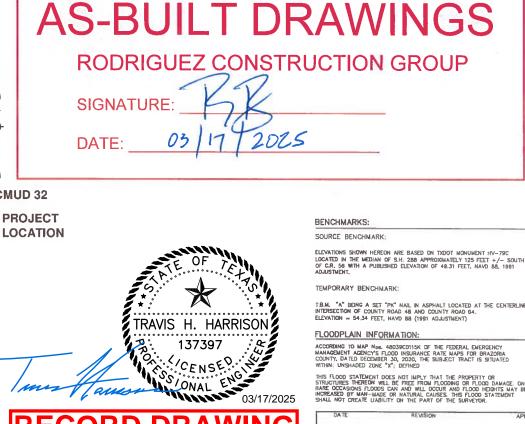
ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE, SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES, NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS



LOCATION MAP

land solutions

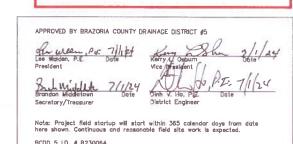
TBPE REGISTRATION NUMBER F-22671



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



PM: THH DET: JW

ENGINEER'S SEAL TRAVIS H. HARRISON 2445 TECHNOLOGY FOREST BLYD. SUITE 200 THE WOODLANDS, TX 77381

(832) 823-2200

COLONY

CITY OF IOWA COLONY DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CITYOF

1 of 28



Tuesday, December 17, 2024

Lacey Bell
LJA Engineering
1904 W. Grand Parkway North, Suite 100
Katy, TX 77449
lbell@lja.com

Re: Caldwell Crossing Section 1- Amending Plat No. 1

Letter of Recommendation to Approve

COIC Project No. 5189

Adico, LLC Project No. 16007-2-409

Dear Ms. Bell:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Caldwell Crossing Section 1 - Amending Plat No. 1, received on or about December 8, 2024. 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 plat as submitted on December 8, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than December 30, 2024, for consideration at the January 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC Robert Hemminger, COIC

16007-2-409

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11 6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE 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'

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ERNEST S. LOEB, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS _____, 20__.

BY: D.R HORTON-TEXAS, LTD. A TEXAS LIMITED PARTNERSHIP

ERNEST S. LOEB, ASSISTANT VICE PRESIDENT

STATE OF TEXAS COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERNEST S. LOEB, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALI BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 6)

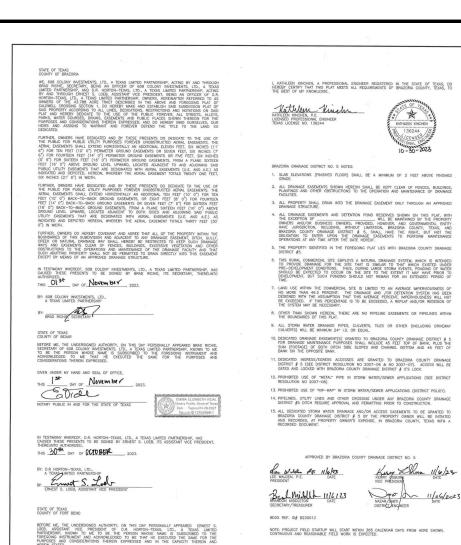
JON P BORDOVSKY R P I S REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405



, ABEL GALLEGOS, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF BRAZORIA COUNTY, TEXAS, TO THE BEST OF MY KNOWLEDGE.

ABEL GALLEGOS, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 150373





GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 30th DAY OF OCTOBER, 2023

SOUTHERN COLONY AVE (70° R.O.W.) PLAT NO. F.B.C.P.R.

SOMMERVILLE DRIVE (50' R.O.W.) PLAT NO. F.B.C.P.R

608 COLONY INVESTMENTS, LTD.,
A TEXAS LIMITED PARTNERSHIP
BRAD RICHES, SCRETARY

10003 NW MILITARY MR, SUIT 2201, 904 MATONON, 1EAAS 78231
PH: 210–344–9200

TO NOT NOT THE TO THE TOTAL THE TOTA THENCE, WITH THE WESTERLY LINE OF SAID 25.0 AGRE TRACT, SOUTH 03 DEGREES 03 MINUTES OF SECONDS SEAST, A DISTANCE OF 159.15 FEET TO THE SOUTHWESTERLY CORRER OF SAID 25.0 AGRE TRACT, LINE SOUTHEASTERLY CORNER OF SAID 24.93Z AGRE TRACT MID BEING ON THE CORNEL OF SAID 24.93Z AGRE TRACT MID BEING ON THE TRACT RECORDED IN THE NAME OF CORRELA THENCE, WITH THE SOUTHERLY LINE OF SAID 24.932 ACRE TRACT AND AFORESAID 3.425 ACRE TRACT, THE FOLLOWING TWO (2) COURSES: GBI PARTNERS
472 V VITA ROAD TAPES FROM #161103000 PARMODEN TO 77055 GRIDWAY (PROSEDER) COME MAY (PROSEDER 2)SOUTH 86 DEGREES 59 MINUTES 33 SECONDS WEST, A DISTANCE OF 540.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.788 ACRES OF LAND. JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405 KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244 PROJECT NATIVE REEF WAY (60' R.O.W.) FINAL PLAT OF CALDWELL CROSSING SECTION 1 A SUBDIVISION OF 43.788 ACRES OF LAND SITUATED IN THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE WILLIAM PETITUS SURVEY ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS. 106 LOTS 17 RESERVES (17.073 ACRES) 6 BLOCKS OCTOBER 30, 2023 JOB NO. 1931-8151C OWNERS:

1. THIS PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MILD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.

THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE AGENCY, DATED MARCH 6, 2023, EFFECTIVE DATE OF FEBRUARY 28, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID CORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707.

FIVE EIGHTHS INCH (5/8") IRON ROOS THREE FEET (3") IN LENGTH WITH A PLASTIC CAP MARKED "GIB PARTINESS" WILL BE SET ON ALL PERMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PROFE TO LOT CONSTRUCTION.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZDRIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C010SK DECEMBER 30, 2020, THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.

ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO.

NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.

ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

11. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.

THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTINERSHIP, 608 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTINERSHIP.

PARTINERSHIP AND D.R. HORTON—TEXAS LTD., A TEXAS LIMITED PARTINERSHIP.

15. BRAZORIA COUNTY MUD 87 WILL MAINTAIN RESERVES A. D. G. AND J. THE HOA WILL MAINTAIN RESERVES B. C. E. F. H. L. K. L. M. N. O. P. O. AND R.

BEGINNING AT THE MORTHEASTERLY CORNER OF SAID 92,285 ACRE TRACT, THE MORTHWESTERLY CORNER OF A CALL 20.00 ACRE TRACT RECORDED IN THE NAME OF SHINWARL PROPERTIES, LLC IN FILE NUMBER 2021040570 OF THE 0.P.R.B.C. AND BEING ON THE SOUTHERLY LINE OF SAID 346% AGREET FRACT.

THENCE, WITH THE EASTERLY LINE OF SAID 92.286 ACRE TRACT, SOUTH 03 DEGREES 01 MINUTE 57 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE, LEAVING SAID EASTERLY LINE, THROUGH AND ACROSS SAID 92.286 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

2)NORTH 12 DEGREES 23 MINUTES 09 SECONDS EAST, AT A DISTANCE OF 79.87 FEET PASS THE SOUTHWESTERLY CORNER OF SAID 9.934 ACRE TRACT, CONTINUING WITH THE WESTERLY LINE OF SAID 9.934 ACRE TRACT, IN ALL, A DISTANCE OF 1659.53 FEET.

THENCE, THROUGH AND ACROSS SAID 9.934 ACRE TRACT, AFORESAID 4.529 ACRE TRACT AND AFORESAID 50.029 ACRE TRACT, THE FOLLOWING NINE (9) COURSES:

360.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 45 MINUTES 27 SECONDS AND A CHORD THAT BEARS NORTH 70 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF

3/43.78 FEET ALONG THE ARC OF A CURNE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 36 MINUTES 27 SECONDS AND A CHORD THAT BEARS SOUTH 84 DEGREES 01 MINUTE 44 SECONDS EAST, A DISTANCE OF

5)50.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 42 MINUTES 15 SECONDS AND A CHORD THAT BEARS SOUTH 38 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE

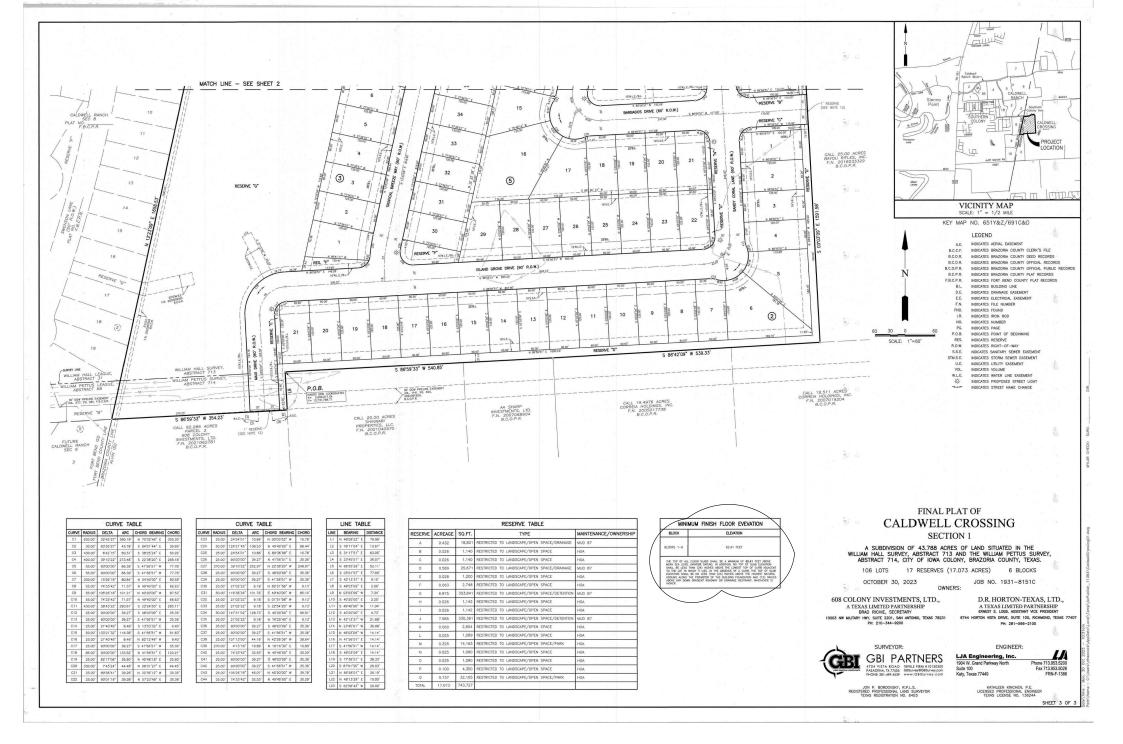
9)SOUTH 23 DEGREES 45 MINUTES 01 SECOND EAST, A DISTANCE OF 36.07 FEET TO THE NORTHERLY LINE OF AFORESAID 24.932 ACRE TRACT;

THENCE, WITH SAID NORTHERLY LINE, NORTH 85 DEGREES 55 MINUTES 29 SECONDS EAST, A SISTANCE OF 52.11 FEET TO THE NORTHEASTERLY CORNER OF SAID 24.932 ACRE TRACT AND THE NORTHWESTERLY CORNER OF A CALL 25.0 ACRE TRACT RECORDED IN THE NAME OF BAYOU SIFLES, INC. M. PILE NUMBER 2016/03/329 OF THE 0.P.B.C.*

4)NORTH 48 DEGREES OB MINUTES 22 SECONDS EAST, A DISTANCE OF 79.99 FEET;

T.B.M. = INDICATES TEMPORARY BENCHMARK: TBM-B: 5/8 INCH IRON ROD SET. ELEVATION = 59.26', NAVD 88, GEOID 18

3. THE EXISTING PIPELINE EASEMENTS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT HAVE REFN SHOWN HEREON



SALDWELL BASES

TIM VARIAGE, COUNCIL MEMBER

VICINITY MAP

CALDWELL CROSSING

SECTION 1

A SUBDIVISION OF 43,788 ACRES OF LAND SITUATED IN THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE WILLIAM PETTUS SURVI ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

106 LOTS 17 RESERVES (17.073 ACRES) 6 BLOCKS

OCTOBER 30, 2023 JOB NO. 1931-8151C OWNERS:

D.R. HORTON-TEXAS, LT

LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

Phone 713,953,5200
Fax 713,953,5202
FRN+T-1386

KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244

GBI PARTNERS

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405

PROJECT

- 1. THIS PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- 2. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE AGENCY, DATED MARCH 6, 2023, EFFECTIVE DATE OF FEBRUARY 28, 2023. THE SURVEYOR HAS NOT
- ABSTRACTED THE ABOVE PROPERTY. 3. THE EXISTING PIPELINE EASEMENTS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT HAVE BEEN SHOWN, HEREON.
- 4. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707.
- 5. T.B.M. = INDICATES TEMPORARY BENCHMARK: TBM-B: 5/8 INCH IRON ROD SET.
- ELEVATION = 59.26', NAVD 88, GEOID 18
- 6. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3") IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
- 7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0105K DECEMBER 30, 2020, THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- 8. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO.
- 9. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- 10. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 11. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR
- 12. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- 13. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 60.36 FEET ABOVE MEAN SEA LEVEL (NAVD88 DATUM). THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
- 14. THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD.. A TEXAS LIMITED PARTNERSHIP, 608 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP AND D.R. HORTON-TEXAS LTD., A TEXAS LIMITED PARTNERSHIP.
- 15. BRAZORIA COUNTY MUD 87 WILL MAINTAIN RESERVES A, D, G, AND J. THE HOA WILL MAINTAIN RESERVES B, C, E, F, H, I, K, L, M, N, O, P, Q, AND R.

BRAZORIA DRAINAGE DISTRICT NO. 5 NOTES:

EACH TRACT.

- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 1 FEET ABOVE FINISHED
- 2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE
- 3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- 4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH THE EXCEPTION OF _____ ___, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS, AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- 5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE
- 6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF
- 7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 46.5 PERCENT. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
- 8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- 9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- 10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK. PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
- 11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
- 12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- 13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY). 14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE
- DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
- 15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

DATE	DINH HO DISTRICT ENGINEER	DATE
	DATE	

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM HERE SHOWN. CONTINUOUS AND REASONABLE FIELD WORK IS EXPECTED.

CALDWELL RANCH Point SOUTHERN ! COLONY LOCATION VICINITY MAP SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y&Z/691C&D

CITY OF IOWA COLONY APPROVAL

DAVID HURST, CHAIRMAN WIL KENNEDY, MAYOR PLANNING & ZONING COMMISSION MEMBER ROBERT WALL MCLEAN BARNETT, COUNCIL MEMBER PLANNING & ZONING COMMISSION MEMBER

WARREN DAVIS JR. MARQUETTE GREENE-SCOTT, COUNCIL MEMBER PLANNING & ZONING COMMISSION MEMBER

BRENDA DILLON TIM VARLACK, COUNCIL MEMBER PLANNING & ZONING COMMISSION MEMBER

BRIAN JOHNSON KAREEM BOYCE, COUNCIL MEMBER PLANNING & ZONING COMMISSION MEMBER

TERRY HAYES SYDNEY HARGRODER, COUNCIL MEMBER PLANNING & ZONING COMMISSION MEMBER

DINH HO P.E., CITY ENGINEER

ARNETTA HICKS-MURRAY, COUNCIL MEMBER

PLANNING & ZONING COMMISSION MEMBER

FINAL PLAT OF CALDWELL CROSSING SECTION 1 AMENDING PLAT NO 1

A SUBDIVISION OF 43.788 ACRES OF LAND SITUATED IN THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

17 RESERVES (17.073 ACRES) 6 BLOCKS NOVEMBER 21, 2024 JOB NO. 1931-8151C

OWNERS:

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH: 281-566-2100



JON P. BORDOVSKY, R.P.L.S.

TEXAS REGISTRATION NO. 6405

REGISTERED PROFESSIONAL LAND SURVEYOR

LJA Engineering, Inc. 1904 W. Grand Parkway North Suite 100 Katy, Texas 77449

Phone 713.953.5200

KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER

ENGINEER:

TEXAS LICENSE NO. 136244

SHEET 1 OF 3 1 2

Fax 713.953.5026

FRN-F-1386

CALDWELL

Ranch Blvd.

SOUTHERN.

COLONY

Juliff Manvel R

VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y&Z/691C&D

SCALE: 1"=60'

MATCH LINE - SEE SHEET 3

BEING A TRACT CONTAINING 43.788 ACRES OF LAND, LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT NUMBER 713 AND THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 IN BRAZORIA COUNTY, TEXAS; SAID 43.788 ACRE TRACT BEING A PORTION OF A CALL 4.529 ACRE TRACT, A PORTION OF A CALL 9.934 ACRE TRACT STYLED AS TRACT 2, A CALL 24.932 ACRE TRACT STYLED AS TRACT 1, A CALL 3.425 ACRE TRACT STYLED AS TRACT 1, A PORTION OF A CALL 92.286 ACRE TRACT STYLED AS PARCEL 2, AND A PORTION OF A CALL 0.556 ACRE TRACT STYLED AS TRACT 2, ALL RECORDED IN THE NAME OF 608 COLONY INVESTMENTS, LTD. IN FILE NUMBERS 2023014953, 2023022280, 2023021985, 2023021984, 2021062781 AND 2023021985 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY (O.P.R.B.C.), RESPECTIVELY, AND A PORTION OF A CALL 50.029 ACRE TRACT RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2022033742 OF THE O.P.R.B.C.; SAID 43.788 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID 92.286 ACRE TRACT, THE NORTHWESTERLY CORNER OF A CALL 20.00 ACRE TRACT RECORDED IN THE NAME OF SHINWARI PROPERTIES, LLC IN FILE NUMBER 2021040570 OF THE O.P.R.B.C. AND BEING ON THE SOUTHERLY LINE OF SAID 3.425 ACRE TRACT;

THENCE, WITH THE EASTERLY LINE OF SAID 92.286 ACRE TRACT, SOUTH 03 DEGREES 01 MINUTE 57 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE, LEAVING SAID EASTERLY LINE, THROUGH AND ACROSS SAID 92.286 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1)SOUTH 86 DEGREES 59 MINUTES 33 SECONDS WEST, A DISTANCE OF 354.23 FEET;

2)NORTH 12 DEGREES 23 MINUTES 09 SECONDS EAST, AT A DISTANCE OF 79.87 FEET PASS THE SOUTHWESTERLY CORNER OF SAID 9.934 ACRE TRACT, CONTINUING WITH THE WESTERLY LINE OF SAID 9.934 ACRE TRACT, IN ALL, A DISTANCE OF 1658.53 FEET;

THENCE, THROUGH AND ACROSS SAID 9.934 ACRE TRACT, AFORESAID 4.529 ACRE TRACT AND AFORESAID 50.029 ACRE TRACT, THE FOLLOWING NINE (9) COURSES:

1)NORTH 86 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 315.73 FEET;

OF 630.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 45 MINUTES 27 SECONDS AND A CHORD THAT BEARS NORTH 70 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF

2)360.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS

3)43.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 36 MINUTES 27 SECONDS AND A CHORD THAT BEARS SOUTH 84 DEGREES 01 MINUTE 44 SECONDS EAST, A DISTANCE OF

4)NORTH 48 DEGREES 08 MINUTES 22 SECONDS EAST, A DISTANCE OF 79.99 FEET;

5)50.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 42 MINUTES 15 SECONDS AND A CHORD THAT BEARS SOUTH 38 DEGREES 25 MINUTES 24 SECONDS EAST, A DISTANCE OF

6)NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 115.00 FEET;

7)SOUTH 78 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 13.67 FEET;

NORTHERLY LINE OF AFORESAID 24.932 ACRE TRACT;

8)SOUTH 31 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 63.05 FEET; 9)SOUTH 23 DEGREES 45 MINUTES 01 SECOND EAST, A DISTANCE OF 36.07 FEET TO THE

THENCE, WITH SAID NORTHERLY LINE, NORTH 86 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 52.11 FEET TO THE NORTHEASTERLY CORNER OF SAID 24.932 ACRE TRACT AND THE NORTHWESTERLY CORNER OF A CALL 25.0 ACRE TRACT RECORDED IN THE NAME OF BAYOU RIFLES, INC. IN FILE NUMBER 2016033329 OF THE O.P.R.B.C.;

THENCE, WITH THE WESTERLY LINE OF SAID 25.0 ACRE TRACT, SOUTH 03 DEGREES 03 MINUTES 09 SECONDS EAST, A DISTANCE OF 1591.58 FEET TO THE SOUTHWESTERLY CORNER OF SAID 25.0 ACRE TRACT, THE SOUTHEASTERLY CORNER OF SAID 24.932 ACRE TRACT AND BEING ON THE NORTHERLY LINE OF A CALL 19.511 ACRE TRACT RECORDED IN THE NAME OF CORREIA HOLDINGS, INC. IN FILE NUMBER 2007019204 OF THE O.P.R.B.C.;

THENCE, WITH THE SOUTHERLY LINE OF SAID 24.932 ACRE TRACT AND AFORESAID 3.425 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

2)SOUTH 86 DEGREES 59 MINUTES 33 SECONDS WEST, A DISTANCE OF 540.85 FEET TO

1)SOUTH 86 DEGREES 42 MINUTES 09 SECONDS WEST, A DISTANCE OF 539.33 FEET;

THE POINT OF BEGINNING AND CONTAINING 43.788 ACRES OF LAND.

FINAL PLAT OF CALDWELL CROSSING SECTION 1 AMENDING PLAT NO 1

A SUBDIVISION OF 43.788 ACRES OF LAND SITUATED IN THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

17 RESERVES (17.073 ACRES)

6 BLOCKS

NOVEMBER 21, 2024

JOB NO. 1931-8151C

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT

OWNERS:

PH: 281-566-2100 **ENGINEER:**



LJA Engineering, Inc. 1904 W. Grand Parkway North Katy, Texas 77449

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405

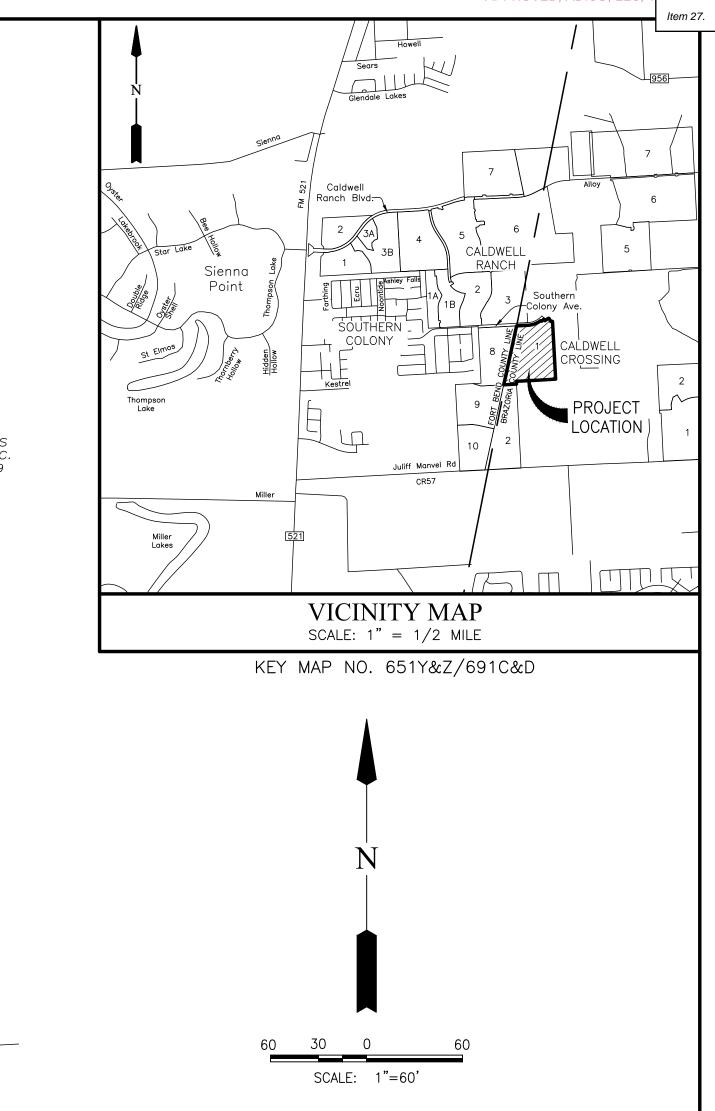
KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 136244

Phone 713.953.5200

Fax 713.953.5026

FRN-F-1386





	CALDWELL CROSSING PARKLAND TABLE								
SECTION	NO. OF LOTS	PUBLIC PARK REQ. IAC/54DU	PARK DEDICATION	PRIVATE PARK CREDIT (50%)	PUBLIC PARK DED. (AC) (MAINTENANCE BERM)	PUBLIC PARK CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAININ PARK CREDIT (AC)	
-	106	I . 963	1.062	0.531	3.32	1.66	2.191	0.228	
2	63	1.167	I . 435	0.718	3.46	1.73	2.448	1.509	
3	70	1.296	3.142	1.571	3.43	1.71	3.285	3.497	
4	93	1.722	0.332	0.166	0.000	0.00	0.166	1.941	
5	127	2.352	0.000	0.000	0.000	0.00	0.000	-0.411	
6	64	1.185	0.587	0.294	0.000	0.00	0.294	-1.303	
TOTAL	64	9.685	6.558	3.279	10.207	5.104	8.383		

CONVE	INADIOS	DLLIA		CHOKE BLAKING	CHOND
C1	630.00'	32°45'27"	360.19	N 70°32'46" E	355.30'
C2	30.00'	83°36'27"	43.78'	S 84°01'44" E	39.99'
C3	430.00'	6°42'15"	50.31	S 38°25'24" E	50.29'
C4	400.00'	39°10'22"	273.48'	S 22°38'20" E	268.18
C5	55.00'	90°00'00"	86.39	S 41°56'51" W	77.78'
C6	55.00'	90°00'00"	86.39'	S 41°56'51" W	77.78'
C7	300.00'	15°26'18"	80.84	N 04°40'00" E	80.59
C8	55.00'	74°33'42"	71.57'	N 49°40'00" E	66.63'
C9	55.00'	105°26'18"	101.21	N 40°20'00" W	87.52
C10	55.00'	74°33'42"	71.57'	N 49°40'00" E	66.63
C11	430.00'	38°43'22"	290.61	S 22°24'50" E	285.11
C12	25.00'	90°00'00"	39.27'	S 48°03'09" E	35.36'

CURVE TABLE

FUTURE CALDWELL RANCH SEC 9

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	630.00'	32°45'27"	360.19	N 70°32'46" E	355.30'
C2	30.00'	83°36'27"	43.78'	S 84°01'44" E	39.99'
С3	430.00	6°42'15"	50.31	S 38°25'24" E	50.29
C4	400.00	39°10'22"	273.48'	S 22°38'20" E	268.18
C5	55.00'	90°00'00"	86.39	S 41°56'51" W	77.78'
C6	55.00'	90°00'00"	86.39	S 41°56'51" W	77.78'
C7	300.00	15°26'18"	80.84	N 04°40'00" E	80.59
C8	55.00'	74°33'42"	71.57	N 49°40'00" E	66.63'
C9	55.00'	105°26'18"	101.21	N 40°20'00" W	87.52
C10	55.00'	74°33'42"	71.57	N 49°40'00" E	66.63'
C11	430.00'	38°43'22"	290.61	S 22°24'50" E	285.11
C12	25.00'	90°00'00"	39.27	S 48°03'09" E	35.36
C13	25.00'	90°00'00"	39.27	S 41°56'51" W	35.36
C14	25.00'	21°40'46"	9.46'	S 13°53'32" E	9.40'
C15	50.00'	133°21'32"	116.38	S 41°56'51" W	91.83
C16	25.00'	21°40'46"	9.46'	N 82°12'46" W	9.40'
C17	25.00'	90°00'00"	39.27	S 41°56'51" W	35.36
C18	85.00'	90°00'00"	133.52	N 41°56'51" E	120.21
C19	25.00'	82°17'06"	35.90'	N 45°48'18" E	32.90'
C20	330.00'	7°43'24"	44.48'	N 08°31'27" E	44.45'
C21	25.00'	89°58'41"	39.26'	N 32°36'12" W	35.35'
C22	25.00'	90°01'19"	39.28'	N 57°23'48" E	35.36'

CALL 92.286 ACRES
PARCEL 2
608 COLONY
INVESTMENTS, LTD.
F.N. 2021062781
B.C.O.P.R.

1' RESERVE / (SEE NOTE 12)

CURVE TABLE

		LINE TAB	LE
CHORD	LINE	BEARING	DISTANCE
10.78	L1	N 48°08'22" E	79.99'
88.44'	L2	S 78°11'04" E	13.67'
10.78'	L3	S 31°17'51" E	63.05'
35.36'	L4	S 23°45'01" E	36.07
248.07	L5	N 86°55'29" E	52.11'
35.36'	L6	S 03°01'57" E	77.00'
35.36'	L7	S 42°13'31" E	9.15'
9.13'	L8	S 48°03'09" E	2.00'
85.10	L9	N 03°03'09" W	7.34'
9.13'	L10	S 40°20'00" E	2.25'
9.13'	L11	S 49°40'00" W	11.04'
96.01	L12	S 40°20'00" E	4.73'
9.13'	L13	N 42°13'31" W	21.68'
35.36'	L14	N 23°45'01" W	36.98'
35.36'	L15	N 48°03'09" W	14.14'
38.64'	L16	N 41°56'51" E	14.14'
19.89'	L17	S 41°56'51" W	14.14'
30.29	L18	S 48°03'09" E	14.14'
35.36'	L19	S 77°36'51" E	38.33'
35.36'	L20	S 87°01'55" W	26.03'
39.78'	L21	N 86°58'01" E	26.19'
30.29	L22	N 48°13'29" E	10.00'
	L23	S 62°58'43" W	20.00'

	RESERVE TABLE							
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE/OWNERSHIP				
А	0.432	18,821	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE	MUD 87				
В	0.026	1,140	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
С	0.026	1,140	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
D	0.589	25,671	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE	MUD 87				
E	0.028	1,200	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
F	0.063	2,748	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
G	6.975	303,841	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION	MUD 87				
Н	0.026	1,142	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
I	0.026	1,142	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
J	7.585	330,391	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION	MUD 87				
K	0.060	2,604	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
L	0.025	1,089	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
М	0.325	14,163	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	HOA				
N	0.025	1,090	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
0	0.025	1,090	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
Р	0.100	4,350	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА				
Q	0.737	32,105	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	НОА				
TOTAL	17.073	743,727						

FINAL PLAT OF CALDWELL CROSSING

SECTION 1 AMENDING PLAT NO 1

A SUBDIVISION OF 43.788 ACRES OF LAND SITUATED IN THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

SURVEYOR:

17 RESERVES (17.073 ACRES) NOVEMBER 21, 2024

6 BLOCKS JOB NO. 1931-8151C

OWNERS:

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH: 281-566-2100

ENGINEER: LJA Engineering, Inc.

Suite 100

1904 W. Grand Parkway North Phone 713.953.5200 Fax 713.953.5026 FRN-F-1386 Katy, Texas 77449

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405

4724 VISTA ROAD TBPELS FIRM #10130300

PASADENA, TX 77505 GBISurvey@GBISurvey.com

PHONE: 281-499-4539 www.GBISurvey.com

KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244



Tuesday, December 17, 2024

Lacey Bell
LJA Engineering
1904 W. Grand Parkway North, Suite 100
Katy, TX 77449
lbell@lja.com

Re: Caldwell Crossing Section 2- Amending Plat No. 1

Letter of Recommendation to Approve

COIC Project No. 5205

Adico, LLC Project No. 16007-2-410

Dear Ms. Bell:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Caldwell Crossing Section 2- Amending Plat No. 1, received on or about December 8, 2024. 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 December 8, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than December 30, 2024, for consideration at the January 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC Robert Hemminger, COIC 16007-2-410 COUNTY OF BRAZORIA

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF CALDWELL CROSSING SECTION 2 AMENDING PLAT NO 1 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ERNEST S. LOEB, ASSISTANT VICE PRESIDENT, THEREUNTO

THIS ______, 2024.

BY: D.R. HORTON-TEXAS, A TEXAS LIMITED PARTNERSHIP

ERNEST S. LOEB, ASSISTANT VICE PRESIDENT

STATE OF TEXAS COUNTY OF ____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERNEST S. LOEB, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 5)

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405



. ABEL GALLEGOS, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF BRAZORIA COUNTY, TEXAS, TO THE BEST OF MY KNOWLEDGE.

ABEL GALLEGOS, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 150373



BRAZORIA DRAINAGE DISTRICT NO. 5 NOTES:

- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 1 FEET ABOVE FINISHED
- 2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE
- 3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED
- 4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH ____, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- 5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- 6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF
- 7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 46.5 PERCENT. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
- 8. OTHER THAN SHOWN HERON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- 9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- 10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
- 11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
- 12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- 13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
- 14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
- 15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

LEE WALDEN, P.E. DATE KERRY OSBURN DATE **PRESIDENT** VICE PRESIDENT NAZAR SABTI BRANDON MIDDLETON DATE SECRETARY/TREASURER DISTRICT ENGINEER

BCDD5 REF. ID# B230012

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM HERE SHOWN. CONTINUOUS AND REASONABLE FIELD WORK IS EXPECTED.

BEING A TRACT CONTAINING 35.766 ACRES OF LAND, LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 IN BRAZORIA COUNTY, TEXAS; SAID 35.766 ACRE TRACT BEING A PORTION OF A CALL 92.286 ACRE TRACT STYLED AS PARCEL 2 AND RECORDED IN THE NAME OF 608 COLONY INVESTMENTS, LTD. IN FILE NUMBER 2021062781 OF THE OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY (O.P.R.B.C.); SAID 35.766 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID 92.286 ACRE TRACT, THE SOUTHWESTERLY CORNER OF A CALL 20.00 ACRE TRACT RECORDED IN THE NAME OF SHINWARI PROPERTIES, LLC IN FILE NUMBER 2021040570 OF THE O.P.R.B.C. AND BEING IN THE CENTER OF COUNTY ROAD 57, A.K.A. JULIFF-MANVEL ROAD (WIDTH VARIES);

THENCE, WITH THE SOUTHERLY LINE OF SAID 92.286 ACRE TRACT, SOUTH 86 DEGREES 59 MINUTES 33 SECONDS WEST, A DISTANCE OF 992.34 FEET;

THENCE, THROUGH AND ACROSS SAID 92.286 ACRE TRACT, THE FOLLOWING TWO (2) COURSES: 1. NORTH 12 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 2400.10 FEET;

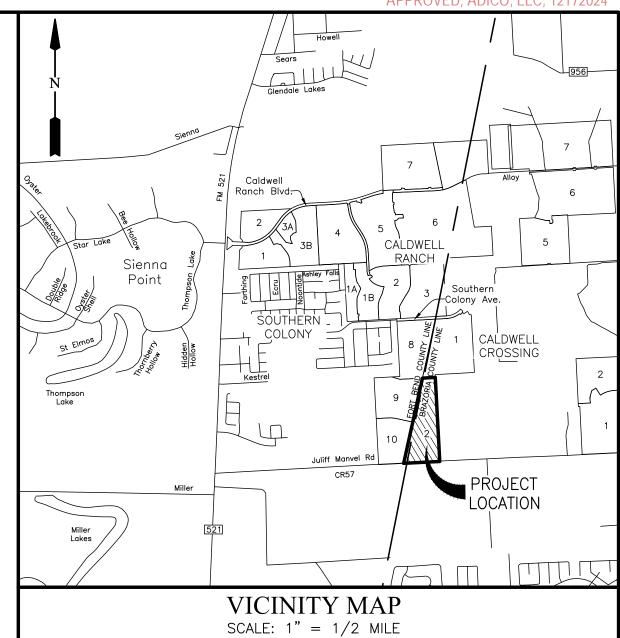
2. NORTH 86 DEGREES 59 MINUTES 33 SECONDS EAST, A DISTANCE OF 354.23 FEET TO THE WESTERLY LINE OF AFORESAID 20.00 ACRE TRACT; THENCE, WITH SAID WESTERLY LINE, SOUTH 03 DEGREES 01 MINUTE 57 SECONDS EAST, A

DISTANCE OF 2314.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.766 ACRES OF

- 1. THIS PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- 2. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE AGENCY, DATED MARCH 7, 2023, EFFECTIVE DATE OF FEBRUARY 28, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- 3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707.
- 4. T.B.M. = INDICATES TEMPORARY BENCHMARK: TBM-B: 5/8 INCH IRON ROD SET. ELEVATION = 59.26', NAVD 88, GEOID 18
- 5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3") IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
- 6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0105K DECEMBER 30, 2020, THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- 7. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO.
- 8. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- 9. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. 10. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR
- 11. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE—FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT—OF—WAY PURPOSES AND THE FEE TITLE THERETO SHALL
- REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS. 12. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 60.38 FEET ABOVE MEAN SEA LEVEL (NAVD88 DATUM). THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100
- 13. THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD.; 608 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.

YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.

14. BRAZORIA COUNTY MUD 87 WILL MAINTAIN RESERVES C, D, F, AND L. THE HOA WILL MAINTAIN RESERVES A, B, E, G, H, I, J, K, M, N, O, P, Q, R, AND S.



KEY MAP NO. 691C&D

CITY OF IOWA COLONY APPROVAL

DAVID HURST, CHAIRMAN WIL KENNEDY, MAYOR PLANNING & ZONING COMMISSION MEMBER

ROBERT WALL PLANNING & ZONING COMMISSION MEMBER

PLANNING & ZONING COMMISSION MEMBER

WARREN DAVIS JR. PLANNING & ZONING COMMISSION MEMBER

BRENDA DILLON PLANNING & ZONING COMMISSION MEMBER

PLANNING & ZONING COMMISSION MEMBER TERRY HAYES

PLANNING & ZONING COMMISSION MEMBER

BRIAN JOHNSON

MCLEAN BARNETT, COUNCIL MEMBER

MARQUETTE GREENE-SCOTT, COUNCIL MEMBER

ARNETTA HICKS-MURRAY, COUNCIL MEMBER

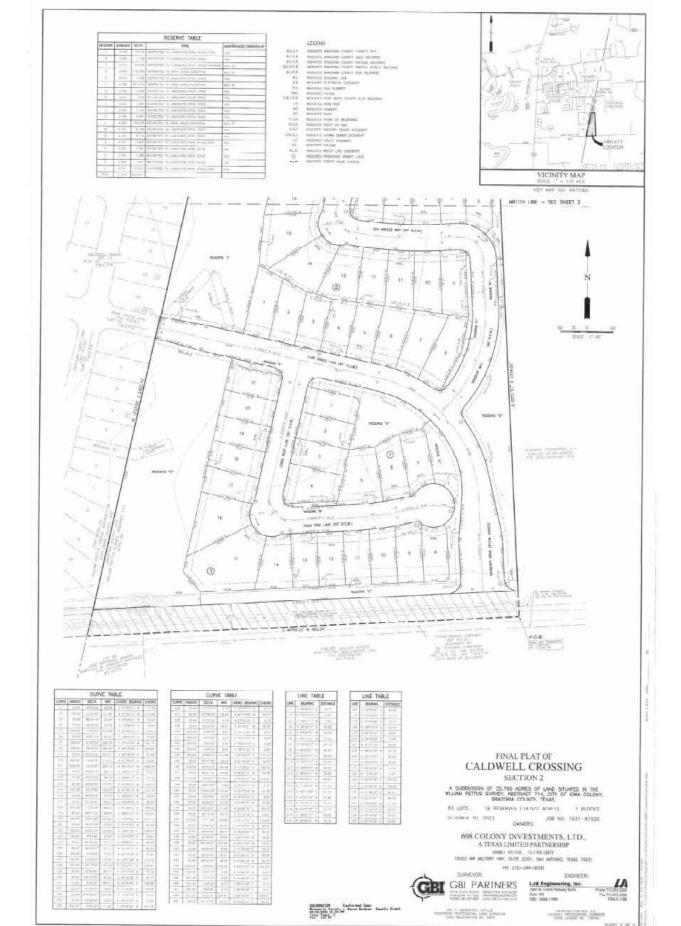
TIM VARLACK, COUNCIL MEMBER

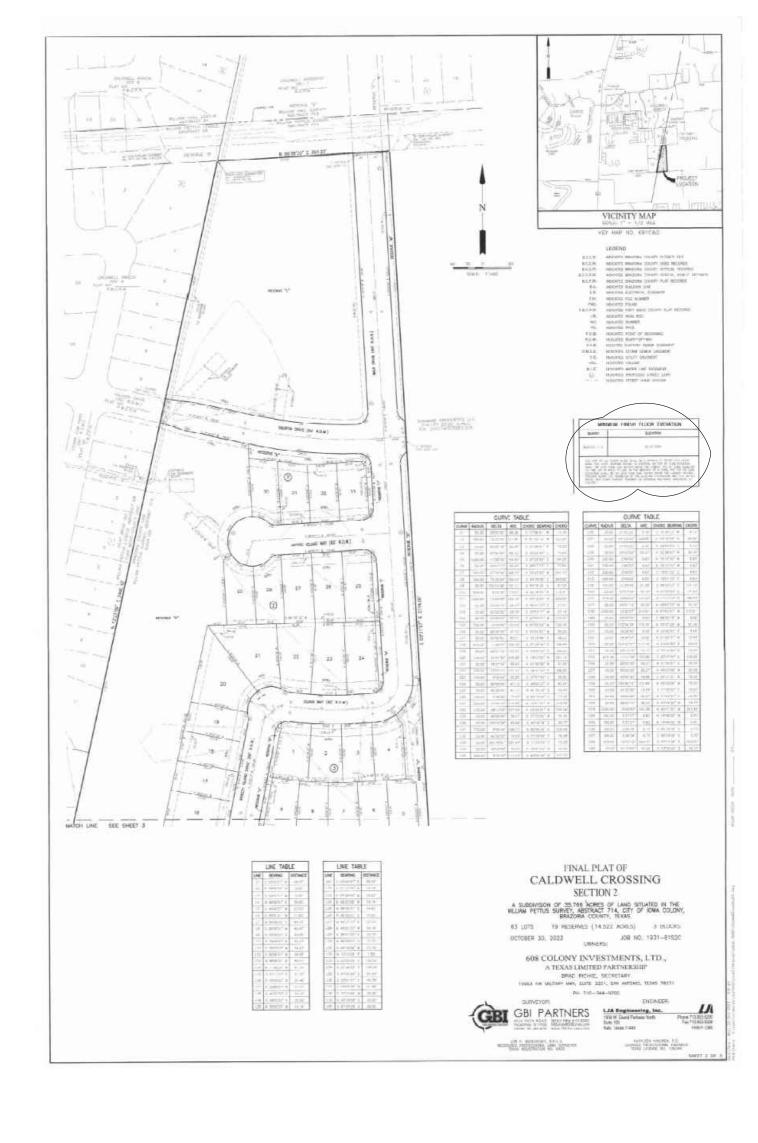
KAREEM BOYCE, COUNCIL MEMBER

SYDNEY HARGRODER, COUNCIL MEMBER

DINH HO P.E., CITY ENGINEER

THENCE, WITH THE SOUTHERLY LINE OF SAID 92.286 ACRE TRACT, SOUTH 86 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 992.34 FEET; NORTH 86 DEGREES 59 MINUTES 33 SECONDS EAST, A DISTANCE OF 354.23 FEET TO THE WESTERLY LINE OF AFORESAID 20:00 ACRE TRACT; FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE O THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED ARRIAL EASEMENTS, THE ARRIAL EASEMENTS SHALL EXTERN PROPROMETAL AN ADDITIONAL TELL THENCE, WITH SAID WESTERLY LINE, SOUTH 0.3 DEGREES 01 MINUTE 57 SECONDS EAST, A DISTANCE OF 2314.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.766 ACRES OF LAND THIS PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE AGENCY, DATED MARCH 7, 2023, EFFECTIVE DATE OF FEBRUARY 28, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY. VICINITY MAP THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NADB3) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707. BY: 608 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP FIVE BIGHTHS INCH (5/8") IRON ROOS THREE FEET (3") IN LENGTH WITH A PLASTIC CAP-MARKED "68I PARTINES" WILL BE SET ON ALL PERMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONTRUCTION AND PRIOR TO LOT CONSTRUCTION. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0105K DECEMBER 30, 2020, THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO. 5. MCLEAN ARMENT, --BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRAD RICHES SCREENARY OF 608 DOLONY INVESTMENTS, LTD., A TEMS LIMITED PARTNERSHP, KNOWN TO ME TO BE THE PRESON WHOSE S MANE IS SUBSCREED TO THE FORECOME INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREON EXPRESSED. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACULTY W.S. Scots NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Augh & COUNCIL MEMBER THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD; 608 COLONY INVESTMENTS, LTD; AND D. H. DORTON. 13/14/23 14. BRAZORIA COLINTY MUD 87 WILL MAINTAIN RESERVES C, D, F, AND L. THE HOA WILL MAINTAIN RESERVES A, B, E, G, H, I, J, K, L, M, N, O, P, Q, R, AND S. I, KATHLEEN KINCHEN, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF BRAZORIA COUNTY, TEXAS, TO THE BEST OF MY KNOWLEDGE. 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER DBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE. ALL DROADE CASEADTS AND DETERTION POWN RESERVES SHOWN ON THES PLAT, WITH ALL DROADE CASEADTS AND DETERTION POWN RESERVES SHOWN ON THESE PLAT, WITH OWNERS, AND/ORD SUBMINESS OWNERS, PROVED, INSPER, AND CONTRACTAL DROAD WAY, ASSESSORIES, AND/ORD SULDION, WITHOUT LIMITATION, BESOND COUNTY, TOUR DROAD CONTRACTAL DROAD CONTRACT LIMITATION, BESOND COUNTY, TOUR DROAD BELLEGION TO DRIFE WORN THE DROADE LESSORIES TO PERFORM WANTENAMES. 5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5. OTHER THAN SHOWN HERON, THERE ARE NO PIPEUNE EASEMENTS OR PIPELINES WITHIN THE BOUNDAMES OF THIS PLAT. . ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL. . DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MANTENANCE PURPOSES SHALL INCLIDE 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. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08). PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION. . ALL DEFICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INSTINCT A ACCORDINGED. AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH KERRY OSBURN 11/6/23
RERRY OSBURN DATE LEE WALDEN, P.E. DATE FINAL PLAT OF CALDWELL CROSSING Bul Milde 1116/23
BRANDON MIDDLETON DATE SECTION 2 A SUBDIVISION OF 35.766 ACRES OF LAND SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS. 63 LOTS 19 RESERVES (14.522 ACRES) 3 BLOCKS NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM HERE SHOWN CONTINUOUS AND REASONABLE FIELD WORK IS EXPECTED. OCTOBER 30, 2023 JOB NO. 1931-8152C OWNERS: 608 COLONY INVESTMENTS, LTD., ### ARTINERS #### ARTINERS ##### ARTINERS #### ARTINERS ##





CALDWELL CROSSING SECTION 2 AMENDING PLAT NO. 1

A SUBDIVISION OF 35.766 ACRES OF LAND SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

63 LOTS OCTOBER 30, 2024

19 RESERVES (14.522 ACRES) 3 BLOCKS JOB NO. 1931-8152C

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

OWNERS:

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH: 281-566-2100



SURVEYOR:

4724 VISTA ROAD TBPELS FIRM #10130300 PASADENA, TX 77505 GBISurvey@GBISurvey.com

PHONE: 281-499-4539 www.GBISurvey.com

ENGINEER: LJA Engineering, Inc. 1904 W. Grand Parkway North Suite 100 Katy, Texas 77449

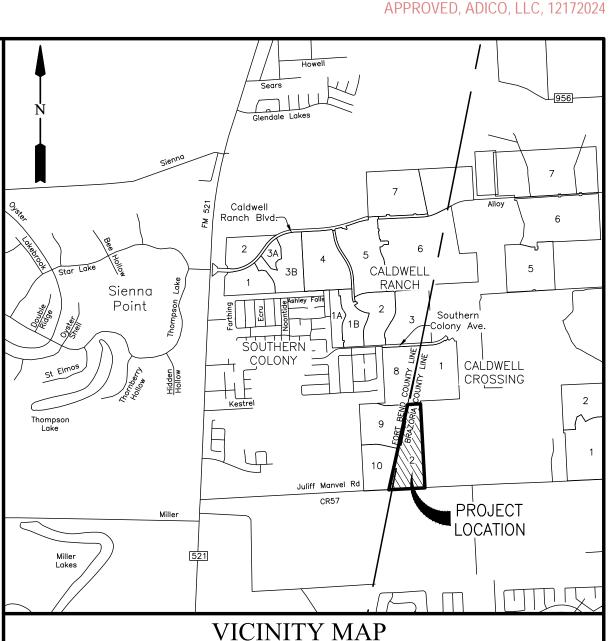
Phone 713.953.5200 Fax 713.953.5026 FRN-F-1386

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NO. 6405

KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244

SHEET 1 OF 3



SCALE: 1" = 1/2 MILE KEY MAP NO. 691C&D

LEGEND

INDICATES BRAZORIA COUNTY CLERK'S FILE B.C.C.F. B.C.D.R. INDICATES BRAZORIA COUNTY DEED RECORDS INDICATES BRAZORIA COUNTY OFFICIAL RECORDS B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS

INDICATES BUILDING LINE E.E. INDICATES ELECTRICAL EASEMENT INDICATES FILE NUMBER FND. INDICATES FOUND

INDICATES POINT OF BEGINNING

F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS I.R. INDICATES IRON ROD NO. INDICATES NUMBER INDICATES PAGE

P.O.B.

R.O.W. INDICATES RIGHT-OF-WAY NDICATES SANITARY SEWER EASEMENT S.S.E. STM.S.E. INDICATES STORM SEWER EASEMENT INDICATES UTILITY EASEMENT

INDICATES VOLUME INDICATES WATER LINE EASEMENT INDICATES PROPOSED STREET LIGHT INDICATES STREET NAME CHANGE

CURVE TABLE CURVE | RADIUS | DELTA ARC | CHORD BEARING | CHORD S 41°56'51" W 700.00' 10°25'59" N 87°50'10" W 86°26'18" S 54°09'41" W 92°50'42" S 35°28'49" E C5 1000.00' 11°08'59" S 87°28'40" E S 48°02'33" E 55.00 90°01'12" 47°30′54" 248.79′ S 20°43'30" W C8 74°36'24" | 390.64' S 40°18'39" E 300.00' 55.00' S 40°18'39" E N 82°56'45" E C11 1000.00' 15°25'06" N 85°19'24" W C12 S 36°01'17" E 25.00' 65°56'15" 25.00' S 29°53'17" W C14 S 41°56'51" W 85.00' 90°00'00" C15 730.00 10°25'59" N 87°50'10" W 25.00' C17 25.00' 92°50'42" S 35°28'49" E C18 970.00' S 87°28'40" E 11°08'59" S 48°02'33" E C20 42°51'39" 246.86' S 18°23'52" W 330.00' S 01°30'58" W S 24°51'29" E 330.00' C23 9°54'46" S 07°57'50" E 150.00' 30.00' 90°00'00" S 48°00'27" E 90°00'00" N 41°59'33" E 30.00' C26 N 00°19'43" E 150.00' 6°40'20" 200.00' 33°02'45" N 12°51'29" W N 53°29'51" W 270.00' 48°13'59" C29 90°00'00" S 57°23'09" W 25.00' 105°23'36" 45.99' S 40°18'39" E

770.00

8°05'36"

42°50'00"

265°40'01"

N 82°56'45" E

N 57°28'56" E

S 11°06'03" E

8°05'36" | 117.24' | S 82°56'45" W

		CUR\	/E TAE	BLE	
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORE
C36	25.00'	21°02'22"	9.18'	S 76°28'22" W	9.13
C37	50.00'	147°28'20"	128.69'	N 40°18'39" W	96.00
C38	25.00'	21°02'22"	9.18'	N 22°54'20" E	9.13
C39	25.00'	90°00'00"	39.27	N 32°36'51" W	35.36
C40	200.00'	2°49'02"	9.83'	N 76°12'20" W	9.83
C41	200.00'	2°49'02"	9.83'	N 76°12'20" W	9.83
C42	200.00'	2°49'02"	9.83'	S 79°01'22" E	9.83
C43	200.00'	2°49'02"	9.83'	S 79°01'22" E	9.83
C44	330.00'	22°54'53"	131.98'	S 66°09'25" E	131.10
C45	25.00'	87°27'56"	38.16	N 81°34'04" E	34.56
C46	270.00'	40°52'03"	192.58	N 17°24'04" E	188.53
C47	25.00'	90°01'12"	39.28'	N 48°02'33" W	35.36
C48	1030.00'	12°00'57"	216.01	N 87°02'41" W	215.61
C49	25.00'	20°37'05"	9.00'	S 88°39'16" W	8.95
C50	50.00'	132°04'28"	115.26	N 35°37'03" W	91.38
C51	25.00'	19°28'40"	8.50'	N 20°40'52" E	8.46
C52	25.00'	24°06'05"	10.52	N 01°06'31" W	10.44
C53	50.00'	134°32'07"	117.40'	N 54°06'30" E	92.23
C54	25.00'	23°14'15"	10.14	S 70°14'34" E	10.07
C55	670.00'	11°11'28"	130.86	S 87°27'25" E	130.66
C56	25.00'	90°00'00"	39.27'	N 41°56'51" E	35.36
C57	25.00'	90°00'00"	39.27'	N 48°03'09" W	35.36
C58	25.00'	42°50'00"	18.69'	S 65°31'51" W	18.26
C59	50.00'	265°40'01"	231.84	N 03°03'09" W	73.33
C60	25.00'	42°50'00"	18.69'	S 71°38'09" E	18.26
C61	25.00'	90°00'00"	39.27'	N 41°56'51" E	35.36
C62	25.00'	88°02'41"	38.42'	N 47°04'29" W	34.75
C63	1030.00'	13°28'59"	242.38'	N 84°21'20" W	241.82
C64	100.00'	5°37'27"	9.82'	N 74°48'08" W	9.81
C65	100.00'	5°37'27"	9.82'	N 74°48'08" W	9.81
C66	100.00'	5°34'34"	9.73'	S 80°24'08" E	9.73
C67	100.00	5°34'34"	9.73'	S 80°24'08" E	9.73
C68	970.00'	13°15'19"	224.41'	S 84°14'30" E	223.91
C69	25.00'	92°10'59"	40.22	N 43°02'20" E	36.02

	CALDWELL CROSSING PARKLAND TABLE									
SECTION	NO. OF LOTS	PUBLIC PARK REQ. IAC/54DU	PARK DEDICATION	PRIVATE PARK CREDIT (50%)	PUBLIC PARK DED. (AC) (MAINTENANCE BERM)	PUBLIC PARK CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC)		
ı	106	1.963	1.062	0.531	3.32	1.66	2.191	0.228		
2	63	1.167	I . 435	0.718	3.46	1.73	2.448	1.509		
3	70	1.296	3.142	1.571	3.43	1.71	3.285	3.497		
4	93	1.722	0.332	0.166	0.000	0.00	0.166	1.941		
5	127	2.352	0.000	0.000	0.000	0.00	0.000	-0.411		
6	64	1.185	0.587	0.294	0.000	0.00	0.294	-1.303		
TOTAL	64	9.685	6.558	3.279	10.207	5.104	8.383			

RESERVE "F"

CALDWELL RANCH SEC 8

30' DOW PIPELINE EASEMENT VOL. 577, PG. 281, F.B.C.D.R.

19

WILLIAM HALL LEAGUE, ABSTRACT 31

WILLIAM PETTUS LEAGUE, ABSTRACT 68

(5)

RESERVE "B"

PLAT NO.

CALDWELL RANCH

SEC 9

F.B.C.P.R.

YAUPON DRIVE PLAT NO. R.O.W.) F.B.C.P.R.

PLAT NO.

29

CEDAR ELM PASS AT NO. R.O.W.) F.B.C.P.R.

10

MATCH LINE - SEE SHEET 3

CALDWELL CROSSING SEC 1

RESERVE "G"

WILLIAM HALL SURVEY, ABSTRACT 713

WILLIAM PETTUS SURVEY, ABSTRACT 714

N 86°59'33" E 354.23'

1' RESERVE (SEE NOTE 11)

30'

R.O.W.)

30'

19.35'|

30'

SURVEY LINE

RESERVE "L"

YAUPON DRIVE (60' R.O.W.)

16'U.E.

<u>S 86*56'51" W 282.88'</u> MYSTIC ISLAND WAY (60' R.O.W.)

25'B.L.

26

23

25'B.L.

GUAVA WAY (60' R.O.W.)

لــ.10'W.L.E.

27

22

28

21

29

20

19

25

24

NAD83 GRID COORDINATES X= 3,095,667.91 Y= 13,731,703.30

19

30

SHINWARI PROPERTIES LLC (CALLED 20.00 ACRES) F.N. 2021040570B.C.D.R.

(SEE NOTE 11)

SCALE: 1"=60'

20

30' DOW PIPELINE EASEMENT
VOL. 1141, PG. 450,
2022061929,
B.C.O.P.R.

RESERVE "D"

LINE	BEARING	DISTANCE
L1	S 86°56'51" W	40.47
L2	N 35°50'19" W	2.00'
L3	S 54°31'11" W	2.00'
L4	N 86°56'51" E	39.95'
L5	S 44°28'57" W	22.09'
L6	S 49°41'21" W	11.00'
L7	N 86°58'03" E	64.15'
L8	S 86°56'51" W	40.47
L9	N 86°56'51" E	39.95'
L10	N 78°53'57" E	34.47'
L11	S 78°53'57" W	34.47'
L12	S 86°56'51" W	39.95'
L13	N 86°56'51" E	40.47
L14	N 71°59'24" W	41.20'
L15	S 83°11'25" E	41.72'
L16	S 43°10'03" W	31.46
L17	N 32°36'51" W	14.14'
L18	N 41°59'33" E	14.14
L19	S 28°25'01" E	20.00'
L20	N 56°06'03" W	14.14

LINE TABLE

	LINE TAB	LE
LINE	BEARING	DISTANCE
L21	S 03°00'27" E	30.00'
L22	S 57°23'09" W	14.14'
L23	S 57°48'55" W	19.67'
L24	N 48°03'09" W	14.14'
L25	N 86°56'51" E	14.62'
L26	N 86°58'03" E	15.00'
L27	N 43°37'33" E	25.00'
L28	N 48°02'33" W	14.14'
L29	S 35°31'05" E	25.00'
L30	N 86°58'03" E	15.00'
L31	S 89°16'08" W	11.79'
L32	N 12°23'09" E	1.50'
L33	S 03°03'09" E	150.52
L34	S 07°06'20" E	164.26
L35	S 07°06'20" E	64.34'
L36	S 03°01'57" E	46.78
L37	S 03°53'38" W	41.46'
L38	S 72°23'09" W	20.00'
L39	N 42°18'58" E	20.00'
L40	S 81°24'29" E	20.00'

CALDWELL CROSSING

SECTION 2 AMENDING PLAT NO. 1 A SUBDIVISION OF 35.766 ACRES OF LAND SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

19 RESERVES (14.522 ACRES) 3 BLOCKS 63 LOTS

OCTOBER 30, 2024 JOB NO. 1931-8152C

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

OWNERS:

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407 PH: 281-566-2100



SURVEYOR: 4724 VISTA ROAD TBPELS FIRM #10130300 PASADENA, TX 77505 GBISurvey@GBISurvey.com

ENGINEER: LJA Engineering, Inc. 1904 W. Grand Parkway North

Phone 713.953.5200 Fax 713.953.5026 Suite 100 FRN-F-1386 Katy, Texas 77449

PHONE: 281-499-4539 www.GBISurvey.com JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6405

SHEET 2 OF 3

	Amen
	1931\03_PLATS\Caldwell Ranch\CaldwellCrossing02 Amen
	Ranch\Caldwe
	Caldwell
	PLATS\
9:49am	- 2
2024 —	PLATTING\
Dec	<u> </u>

^oN

RESERVE TABLE					
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE/OWNERSHIP	
А	0.426	18,535	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	HOA	
В	0.026	1,122	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
С	0.712	31,003	RESTRICTED TO LANDSCAPE/OPEN SPACE/DRAINAGE	MUD 87	
D	2.589	112,760	RESTRICTED TO OPEN SPACE/DETENTION	MUD 87	
E	0.041	1,798	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
F	4.758	207,255	RESTRICTED TO OPEN SPACE/DETENTION	MUD 87	
G	0.082	3,569	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
Н	0.031	1,359	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
1	0.031	1,364	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
J	0.026	1,136	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
K	0.128	5,597	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
L	4.234	184,431	RESTRICTED TO OPEN SPACE/DETENTION	MUD 87	
М	0.187	8,148	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
N	0.154	6,715	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
0	0.272	11,861	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	НОА	
Р	0.025	1,095	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
Q	0.025	1,088	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
R	0.038	1,664	RESTRICTED TO LANDSCAPE/OPEN SPACE	НОА	
S	0.737	32,094	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK	НОА	

14.522 632,594

LEGEND

INDICATES BRAZORIA COUNTY CLERK'S FILE INDICATES BRAZORIA COUNTY DEED RECORDS B.C.O.R. INDICATES BRAZORIA COUNTY OFFICIAL RECORDS B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS

INDICATES FORT BEND COUNTY PLAT RECORDS

B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS B.L. INDICATES BUILDING LINE

INDICATES ELECTRICAL EASEMENT INDICATES FILE NUMBER

INDICATES FOUND

F.B.C.P.R.

P.O.B.

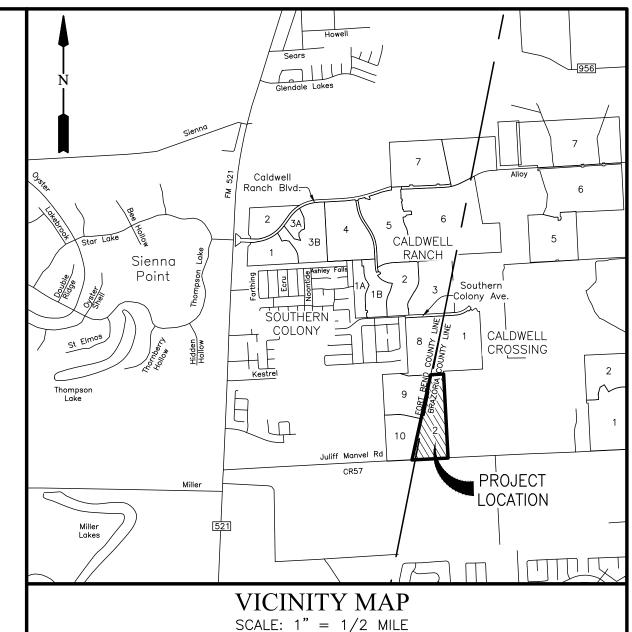
INDICATES IRON ROD INDICATES NUMBER PG. INDICATES PAGE

INDICATES POINT OF BEGINNING

INDICATES STREET NAME CHANGE

R.O.W. INDICATES RIGHT-OF-WAY S.S.E. NDICATES SANITARY SEWER EASEMENT STM.S.E. INDICATES STORM SEWER EASEMENT

INDICATES UTILITY EASEMENT INDICATES VOLUME W.L.E. INDICATES WATER LINE EASEMENT INDICATES PROPOSED STREET LIGHT **\(\Phi\)**



KEY MAP NO. 691C&D



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	55.00'	90°00'00"	86.39'	S 41°56'51" W	77.78'
C2	700.00'	10°25'59"	127.46	N 87°50'10" W	127.29
C3	55.00'	86°26'18"	82.97	S 54°09'41" W	75.33'
C4	55.00'	92°50'42"	89.12	S 35°28'49" E	79.69'
C5	1000.00'	11°08'59"	194.60'	S 87°28'40" E	194.29
C6	55.00'	90°01'12"	86.41	S 48°02'33" E	77.80'
C7	300.00'	47°30'54"	248.79	S 20°43'30" W	241.72
C8	300.00'	74°36'24"	390.64	S 40°18'39" E	363.62
С9	55.00'	105°23'36"	101.17	S 40°18'39" E	87.50
C10	800.00'	8*05'36"	113.01	N 82°56'45" E	112.91
C11	1000.00'	15 ° 25'06"	269.10	N 85°19'24" W	268.29
C12	25.00'	65°56'15"	28.77'	S 36°01'17" E	27.21
C13	25.00'	65°52'52"	28.75	S 29°53'17" W	27.19'
C14	85.00'	90°00'00"	133.52	S 41°56'51" W	120.21
C15	730.00'	10°25'59"	132.93	N 87°50'10" W	132.74
C16	25.00'	86°26'18"	37.72'	S 54°09'41" W	34.24'
C17	25.00'	92°50'42"	40.51	S 35°28'49" E	36.22
C18	970.00'	11°08'59"	188.76'	S 87°28'40" E	188.46'
C19	85.00'	90°01'12"	133.55'	S 48°02'33" E	120.23
C20	330.00'	42°51'39"	246.86'	S 18°23'52" W	241.14'
C21	25.00'	76°37'28"	33.43'	S 01°30'58" W	31.00'
C22	330.00'	23°52'33"	137.52	S 24°51'29" E	136.52'
C23	150.00'	9°54'46"	25.95'	S 07°57'50" E	25.92'
C24	30.00'	90°00'00"	47.12'	S 48°00'27" E	42.43'
C25	30.00'	90°00'00"	47.12'	N 41°59'33" E	42.43'
C26	150.00'	6°40'20"	17.47'	N 00°19'43" E	17.46'
C27	200.00'	33°02'45"	115.35	N 12°51'29" W	113.76
C28	270.00'	48°13'59"	227.29'	N 53°29'51" W	220.64
C29	25.00'	90°00'00"	39.27	S 57°23'09" W	35.36'
C30	25.00'	105°23'36"	45.99'	S 40°18'39" E	39.77'
C31	770.00'	8°05'36"	108.77	N 82°56'45" E	108.68
C32	25.00'	42°50'00"	18.69'	N 57°28'56" E	18.26'
C33	50.00'	265°40'01"	231.84'	S 11°06'03" E	73.33'
C34	25.00'	42°50'00"	18.69'	N 79°41'03" W	18.26'

830.00' 8°05'36" 117.24' S 82°56'45" W 117.15'

)	CHORD	CHORD BEARING	ARC	DELTA	RADIUS	CURVE
, ,	9.13'	S 76°28'22" W	9.18'	21°02'22"	25.00'	C36
,	96.00'	N 40°18'39" W	128.69'	147°28'20"	50.00'	C37
,	9.13'	N 22°54'20" E	9.18'	21°02'22"	25.00'	C38
;	35.36	N 32°36'51" W	39.27	90°00'00"	25.00'	C39
;'	9.83'	N 76°12'20" W	9.83'	2°49'02"	200.00'	C40
;'	9.83'	N 76°12'20" W	9.83'	2°49'02"	200.00'	C41
,	9.83'	S 79°01'22" E	9.83'	2°49'02"	200.00'	C42
,	9.83'	S 79°01'22" E	9.83'	2°49'02"	200.00'	C43
),	131.10	S 66°09'25" E	131.98'	22°54'53"	330.00'	C44
;	34.56	N 81°34'04" E	38.16	87°27'56"	25.00'	C45
;'	188.53	N 17°24'04" E	192.58'	40°52'03"	270.00'	C46
3'	35.36	N 48°02'33" W	39.28	90°01'12"	25.00'	C47
,	215.61	N 87°02'41" W	216.01	12°00'57"	1030.00'	C48
,	8.95'	S 88°39'16" W	9.00'	20°37'05"	25.00'	C49
3'	91.38'	N 35°37'03" W	115.26	132°04'28"	50.00'	C50
,	8.46	N 20°40'52" E	8.50'	19°28'40"	25.00'	C51
,	10.44	N 01°06'31" W	10.52	24°06'05"	25.00'	C52
;	92.23	N 54°06'30" E	117.40'	134°32'07"	50.00'	C53
,,	10.07	S 70°14'34" E	10.14	23°14'15"	25.00'	C54
,	130.66	S 87°27'25" E	130.86	11°11'28"	670.00'	C55
;	35.36	N 41°56'51" E	39.27	90°00'00"	25.00'	C56
;	35.36	N 48°03'09" W	39.27	90°00'00"	25.00'	C57
) '	18.26	S 65°31'51" W	18.69'	42°50'00"	25.00'	C58
;'	73.33'	N 03°03'09" W	231.84	265°40'01"	50.00'	C59
;	18.26	S 71°38'09" E	18.69'	42°50'00"	25.00'	C60
;	35.36	N 41°56'51" E	39.27	90°00'00"	25.00'	C61
,	34.75	N 47°04'29" W	38.42'	88°02'41"	25.00'	C62
,	241.82	N 84°21'20" W	242.38'	13°28'59"	1030.00'	C63
,	9.81'	N 74°48'08" W	9.82'	5°37'27"	100.00'	C64
,	9.81'	N 74°48'08" W	9.82'	5°37'27"	100.00'	C65
3,	9.73'	S 80°24'08" E	9.73'	5°34'34"	100.00'	C66
,	9.73'	S 80°24'08" E	9.73'	5°34'34"	100.00'	C67
,	223.91'	S 84°14'30" E	224.41'	13°15'19"	970.00'	C68
,	36.02	N 43°02'20" E	40.22'	92°10'59"	25.00'	C69

CURVE TABLE

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S 86°56'51" W	40.47'		
L2	N 35°50'19" W	2.00'		
L3	S 54°31'11" W	2.00'		
L4	N 86*56'51" E	39.95'		
L5	S 44°28'57" W	22.09'		
L6	S 49°41'21" W	11.00'		
L7	N 86°58'03" E	64.15'		
L8	S 86°56'51" W	40.47		
L9	N 86°56'51" E	39.95'		
L10	N 78°53'57" E	34.47'		
L11	S 78*53'57" W	34.47'		
L12	S 86°56'51" W	39.95'		
L13	N 86*56'51" E	40.47		
L14	N 71°59'24" W	41.20'		
L15	S 83°11'25" E	41.72'		
L16	S 43°10'03" W	31.46'		
L17	N 32°36'51" W	14.14'		
L18	N 41°59'33" E	14.14'		
L19	S 28°25'01" E	20.00'		
L20	N 56°06'03" W	14.14'		

LINE	BEARING	DISTANCE	
L21	S 03°00'27" E	30.00'	
L22	S 57°23'09" W	14.14'	
L23	S 57°48'55" W	19.67'	
L24	N 48°03'09" W	14.14'	
L25	N 86°56'51" E	14.62'	
L26	N 86°58'03" E	15.00'	
L27	N 43°37'33" E	25.00'	
L28	N 48°02'33" W	14.14'	
L29	S 35°31'05" E	25.00'	
L30	N 86°58'03" E	15.00'	
L31	S 89°16'08" W	11.79'	
L32	N 12°23'09" E	1.50'	
L33	S 03°03'09" E	150.52'	
L34	S 07°06'20" E	164.26'	
L35	S 07°06'20" E	64.34'	
L36	S 03°01'57" E	46.78'	
L37	S 03°53'38" W	41.46'	
L38	S 72°23'09" W	20.00'	
L39	N 42°18'58" E	20.00'	
L40	S 81°24'29" E	20.00'	

LINE TABLE

CALDWELL CROSSING

SECTION 2 AMENDING PLAT NO. 1 A SUBDIVISION OF 35.766 ACRES OF LAND SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT 714, CITY OF IOWA COLONY,

BRAZORIA COUNTY, TEXAS. 19 RESERVES (14.522 ACRES) 63 LOTS 3 BLOCKS OCTOBER 30, 2024 JOB NO. 1931-8152C

PURPOSE OF REPLAT: TO REVISE MINIMUM SLAB ELEVATION

OWNERS:

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407 PH: 281-566-2100



TEXAS REGISTRATION NO. 6405

ENGINEER: LJA Engineering, Inc. 1904 W. Grand Parkway North

Fax 713.953.5026 Suite 100 Katy, Texas 77449 FRN-F-1386

JON P. BORDOVSKY, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR

KATHLEEN KINCHEN, P.E. LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244

SHEET 3 OF 3

Phone 713.953.5200

Robert Hemminger

From: Michael Bass <mbass@alvinisd.net>
Sent: Tuesday, March 25, 2025 3:23 PM
To: Gabe Adame; Dan Davis; Wil Kennedy

Cc: Dan Johnson; Robert Hemminger; Jroland@cityhall.cityofalvin.com; Carla Newsom

Subject: Alvin ISD Athletic Departments AIMS Awards Night

Attachments: AIMS Sponsorship Package25.pdf

Howdy Mayor Adame, Mayor Davis and Mayor Kennedy, I hope all is going great with y'all and y'all's families!

I wanted to reach back out to y'all to see if y'all and the City of Alvin, City of Manvel & the City of Iowa Colony would once again be sponsors for the 2025 Alvin ISD Athletic Department AIMS Awards Night on Monday, 5/12/25!

Last year's AIMS Awards Night was one of the most memorable and talked about events in Alvin ISD!

Y'all's sponsorship helped make it a night to remember for all of the student-athletes, coaches, families and community members!

We believe that with y'all's assistance again this year, the 2025 AIMS Awards Night will be better than the 2024 AIMS Awards Night!

Thanks for y'all's consideration!

Please do not hesitate to contact me if y'all have any questions and I have attached the Sponsorship Opportunities form with this email for consideration.

Take care and have a great day!







NOTICE OF CONFIDENTIALITY: This electronic mail transmission may contain CONFIDENTIAL INFORMATION, belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or taking of any action on reliance of the contents of this electronically-mailed confidential information is strictly prohibited and may violate AISD Board policy (legal) and the Family Education Rights and Privacy Act (FERPA). If you have received this electronic mail in error, please notify us by telephone immediately to arrange for return and correction of internal records; in addition, please delete the original message.

A.I.S.D. Athletics AIMS AWARDS SPONSORSHIP PACKAGES



All American - \$20,000

- Logo/branding on a banner at eight (8) selected sporting events
- 30-second ad (provided by Corporate Sponsor) to be played on all home broadcasts and the video scoreboard for all Alvin ISD home games
- Listing of your organization logo (464x464) on the Alvin ISD Athletic Web page
- Information table at selected events (optional)
- · Logo or name listed on promo items giveaways for Alvin ISD sporting events
- Name mentioned in newsletters about your organization's support
- Name listed in prominent locations as a sponsor at Alvin ISD Athletic facilities of your choice
- Presenter at AIM award programs for your selected sport of interest
- Two (2) season tickets for sport of sponsor's choice (home games only)

Most Valuable - \$15,000

Logo/branding on a banner at six (6) selected sporting events

Item 29.

- 30-second ad (provided by Corporate Sponsor) to be played on all home broadcasts and video scoreboard for two Alvin ISD schools home games
- Listing of your organization logo (464x232) on the Alvin ISD Athletics Web page
- Name mentioned in social media posting as a sponsor for Alvin ISD Athletics
- Information table at selected events (optional)
- Logo or name listed on promo items giveaways for Alvin ISD Athletics sporting event
- Name mentioned in newsletters about your organization's support
- Name listed in prominent locations as a sponsor at Alvin ISD Athletics facilities of your choice
- Two (2) season tickets for sport of sponsor's choice (home game only)
- Presenter at AIM award programs for your selected sport of interest

Sportsmanship - \$10,000

- · Logo/branding on a banner at five (5) selected sporting events
- 30-second ad (provided by Corporate Sponsor) to be played on all home broadcasts and the video scoreboard for one Alvin ISD school home games
- Listing of your organization logo (464x232) on the Alvin ISD Athletics Web page
- Name mentioned in social media posting as a sponsor for Alvin ISD Athletics
- Information table at selected events (optional)
- Logo or name listed on promo items giveaways for Alvin ISD Athletics sporting events
- Name listed in prominent locations as a sponsor at Alvin ISD Athletics facilities of your choice
- Two (2) season tickets for sport of sponsor's choice (home game only)

Champion - \$7,500

Name included on a banner at four (4) selected sporting events

- Listing of your organization logo (464x232) on the Alvin ISD Athletics Web page
- Information table at selected events (optional)
- Logo or name listed on promo items giveaways for Alvin ISD Athletics sporting events
- Name listed in prominent locations as a sponsor at Alvin ISD Athletics facilities of your choice
- Two (2) season tickets for sport of sponsor's choice (home game only)

Pro - \$5,000

- Name included on a banner at four (4) selected sporting events
- Listing of your organization logo (464x232) on the Alvin ISD Athletics Web page
- Information table at selected events (optional)
- Logo or name listed on promo items giveaways for Alvin ISD Athletics sporting events
- Name listed in prominent locations as a sponsor at Alvin ISD Athletics facilities of your choice
- Two (2) season tickets for sport of sponsor's choice (home game only)

Competitor - \$2,500

- Name included on a banner at two (2) selected sporting events
- Listing of your organization logo (232x232) on the Alvin ISD Athletics Web page
- Information table at selected events (optional)
- Two (2) season tickets for sport of sponsor's choice (home game only)

Fanatic - \$1,000

- Two (2) season tickets for sport of sponsor's choice (home game only)
- Listing of your organization logo (232x232) on the Alvin ISD Athletics Web page

Supporter - \$500

- Name of your company on the Alvin ISD Athletics Web page
- 4 tickets to one Alvin ISD sporting event (sponsor choice)

. Spectator - \$250

Name of your company on the Alvin ISD Athletics Web page

RESOLUTION NO.

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE ASSIGNMENT OF AGREEMETS RELATED TO THE DEVELOPMENT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 92; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement and a Utility Functions Agreement (the "Agreements") with Hines Acquisitions, LLC, or its successor(s) or assign(s) ("Hines"), which, among other items, memorializes the terms and conditions related to the development of Brazoria County Municipal Utility District No. 92 in the corporate limits of the City (the "District"); and

WHEREAS, the Agreements require the City's consent prior the assignment of all or a portion of either Agreement to a Successor Developer (as defined in the Agreements); and

WHEREAS, Hines has petitioned the City to secure the City's consent to assign the Agreements to Spur Creekhaven Development, L.P. ("SCD") and the City has determined that such assignment is acceptable;

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

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

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

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

<u>Section 2</u>. The City Council hereby grants its written consent to the assignment of the Agreements from Hines to SCD.

<u>Section 3</u>. 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.

<u>Section 4.</u> This Resolution shall be effective immediately upon its passage

PASSED AND APPROVED ON T	THIS DAY OF MARCH 2025.
	CITY OF IOWA COLONY, TEXAS
	WIL KENNEDY, MAYOR
ATTEST:	
CITY SECRETARY	<u>-</u>

PETITION FOR CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT AND UTILITY FUNCTIONS AGREEMENT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The City of Iowa Colony (the "City") entered into the following agreements with Hines Acquisitions, LLC ("Hines") related to development of approximately 953.8159 acres of land within Brazoria County Municipal Utility District No. 92 (the "Tract"):

- (i) the Development Agreement effective as of August 15, 2022 (the "Development Agreement"), and
- (ii) the Utility Functions Agreement effective as of August 15, 2022 (the "Utility Agreement," and collectively with the Development Agreement, the "Agreements").

On March 21, 2023, Hines assigned the Agreements to affiliate developers Sandy Point Owner LP and Sandy Point Dev Owner LP (collectively, with Hines, the "Developers"), and duly provided notice of such assignments to the City pursuant to Section 6.03 of the Development Agreement and Section 9.06 of the Utility Agreement.

Consistent with Section 6.03 of that certain Development Agreement and Section 9.06 of the Utility Agreement, Developers respectfully petition the City Council of the City for its written consent to assignment of said Agreements to Spur Creekhaven Development, L.P. and Spur Creekhaven Land, L.P. ("Assignees").

Assignees are currently under contract to purchase the property made the basis of the Agreements and, thereafter, will become Developers' successor in interest for all purposes with respect thereto. Assignees seek to assume all rights and obligations of Developers' under the Agreements.

WHEREFORE, the Developers and Assignees pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the assignment of the Agreements from Developers to Assignees.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 5th day of March 2025.

SANDY POINT DEV OWNER LP, a Delaware limited partnership

By: Sandy Point DEV GP LLC, a Delaware limited liability company, its general partner

> By: Sandy Point Venture LP, a Delaware limited partnership, its sole member

> > By: HT Sandy Point LP, a Delaware limited partnership, its general partner

> > > By: Hines Sandy Point Member LP, a Delaware limited partnership, its general partner

Title: Senior Managing Director

SANDY POINT OWNER LP, a Delaware limited partnership

By: Sandy Point GP LLC, its general partner

By: Sandy Point Venture LP, its sole member

By HT Sandy Point LP, its general partner

By: Hines Sandy Point Member LP, its general partner

~

By: Robert W. Witte

Title: Senior Managing Director

SPUR CREEKHAVEN LAND, L.P., a Delaware limited partnership

By: Spur Creekhaven Land GP, L.L.C., a Delaware limited liability company,

its General Partner/

By: Michael Moser

Title: Authorized Signatory

SPUR CREEKHAVEN DEVELOPMENT, L.P., a Delaware limited partnership

By: Spur Creekhaven GP, L.L.C.,

a Delaware limited liability company,

its General Partner /

By:__ Michael Moser Name:_ Title:___

Authorized Signatory

ASSIGNMENT AND ASSUMPTION OF UTILITY FUNCTIONS AGREEMENT

(Sandy Point Owner LP and Sandy Point Dev Owner LP to Spur Creekhaven Development, L.P. and Spur Creekhaven Land, L.P.)

THIS ASSIGNMENT AND ASSUMPTION OF UTILITY FUNCTIONS AGREEMENT (this "Assignment") is entered into and made to be effective as of the ____ day of ______, 2025, by and between Sandy Point Owner LP, a Delaware limited partnership and Sandy Point Dev Owner LP, a Delaware limited partnership (together, "Assignors"), Spur Creekhaven Development, L.P., a Delaware limited partnership, and Spur Creekhaven Land, L.P., a Delaware limited partnership ("Assignees").

WHEREAS Hines Acquisitions, LLC ("Hines") entered into that Certain Utility Functions Agreement dated August 15, 2022 (the "Utility Agreement"), by and between The City of Iowa Colony (the "City") to facilitate the development of approximately 953.8159 acres of land to be located within the City's jurisdiction and within the boundaries Brazoria County Municipal Utility District No. 92 (the "Tract"); and

WHEREAS Hines assigned the Utility Agreement to Assignors on March 21, 2023, and duly provided notice of such assignments to the City pursuant to Section 9.06 of the Utility Agreement; and

WHEREAS, pursuant to Section 9.06 of the Utility Agreement, the Utility Agreement is assignable by Assignors to Assignees upon consent by the City; and

WHEREAS, pursuant to the City of Iowa Colony Resolution No. ______, dated ______, 2025, the City granted consent to Assignor's assignment of the Utility Agreement; and

WHEREAS, Assignees will be purchasing certain acreage located within the Tract being bound by the terms of the Utility Agreement (the "Assignee Property"); and

WHEREAS, contingent on the closing of the sale of the Assignee Property, Assignors desire to assign to Assignees all of their rights, duties and obligations under the Utility Agreement relating to the Assignee Property, and Assignees desire to accept such assignment and assume Assignors' rights, duties and obligations relating to the Assignee Property,

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment and Assumption</u>. Assignors do hereby GRANT, SELL, SET OVER, TRANSFER, ASSIGN, and CONVEY to Assignees, their successors and assigns, all of Assignors' rights, title, interests, powers, privileges, benefits, duties and obligations, in, to and under the Utility Agreement pertaining and attributable to the Assignee Property. Assignees hereby accept and assume all of Assignors' rights, title, interests, powers, privileges, benefits, duties and obligations, in, to and under the Utility Agreement as it pertains to the Assignee Property, and agree to perform and discharge all duties and obligations of Assignors as it pertains to the Assignee Property.
- 2. Other Documents. Assignors and Assignees each agree to execute any and all other documents and instruments which are reasonable and necessary to effectuate the assignment to Assignees in accordance with terms of the Assignment, including written notice to the City within thirty days of the effective date of this Assignment.
- 3. <u>Survival of Provisions</u>. All terms, conditions and provisions of this Assignment shall be deemed covenants running with the property and shall be binding upon Assignees, and its respective heirs, successors, and legal representatives.
- 4. <u>Captions</u>. The captions of sections in the Assignment are for convenient reference only and are not to be construed in any way as part of the Assignment.
- 5. <u>Applicable Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in Texas.
- 6. <u>Multiple Counterparts</u>. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
- 7. **Notice of Assignment**. A copy of this instrument may serve as notice to the parties to the Utility Agreement.

(EXECUTION PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto may execute this Assignment and Assumption of Development Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

ASSIGNORS:

SANDY POINT DEV OWNER LP, a Delaware limited partnership

By: Sandy Point DEV GP LLC, a Delaware limited liability company, its general partner

> By: Sandy Point Venture LP, a Delaware limited partnership, its sole member

> > By: HT Sandy Point LP, a Delaware limited partnership, its general partner

> > > By: Hines Sandy Point Member LP, a Delaware limited partnership, its general

> > > > partner

Name: Robert W. Witte

Title: Senior Managing Director

SANDY POINT OWNER LP, a Delaware limited partnership

By: Sandy Point GP LLC, its general partner

W

By: Sandy Point Venture LP, its sole member

By HT Sandy Point LP, its general partner

By: Hines Sandy Point Member LP,

its general partner

By: / Name: Robert W. Witte

Title: Senior Managing Director

ASSIGNEES:

SPUR CREEKHAVEN DEVELOPMENT, L.P., a Delaware limited partnership

By: Spur Creekhaven GP, L.L.C., a Delaware limited liability company, its General Partner

By:

Name: Michael Moser

Title: Authorized Signatory

SPUR CREEKHAVEN LAND, L.P., a Delaware limited partnership

By: Spur Creekhaven Land GP, L.L.C., a Delaware limited liability company,

its General Partner

By:

Name: Michael Moser

Title: Authorized Signatory

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(Sandy Point Owner LP and Sandy Point Dev Owner LP to Spur Creekhaven Development, L.P. and Spur Creekhaven Land, L.P.)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment") is entered into and made to be effective as of the ____ day of _____, 2025, by and between Sandy Point Owner LP, a Delaware limited partnership and Sandy Point Dev Owner LP, a Delaware limited partnership (together, "Assignors"), Spur Creekhaven Development, L.P., a Delaware limited partnership, and Spur Creekhaven Land, L.P., a Delaware limited partnership ("Assignees").

WHEREAS Hines Acquisitions, LLC ("Hines") entered into that Certain Development Agreement dated August 15, 2022 (the "Development Agreement"), by and between The City of Iowa Colony (the "City") to facilitate the development of approximately 953.8159 acres of land to be located within the City's jurisdiction and within the boundaries Brazoria County Municipal Utility District No. 92 (the "Tract"); and

WHEREAS Hines assigned the Development Agreement to Assignors on March 21, 2023, and duly provided notice of such assignments to the City pursuant to Section 6.03 of the Development Agreement; and

WHEREAS, pursuant to Section 6.03 of the Development Agreement, the Development Agreement is assignable by Assignors to Assignees upon consent by the City; and

WHEREAS, pursuant to the City of Iowa Colony Resolution No. ______, dated _______, 2025, the City granted consent to Assignor's assignment of the Development Agreement; and

WHEREAS, Assignees will be purchasing certain acreage located within the Tract being bound by the terms of the Development Agreement (the "Assignee Property"); and

WHEREAS, contingent on the closing of the sale of the Assignee Property, Assignors desire to assign to Assignees all of their rights, duties and obligations under the Development Agreement relating to the Assignee Property, and Assignees desire to accept such assignment and assume Assignors' rights, duties and obligations relating to the Assignee Property,

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignment and Assumption. Assignors do hereby GRANT, SELL, SET OVER, TRANSFER, ASSIGN, and CONVEY to Assignees, their successors and assigns, all of Assignors' rights, title, interests, powers, privileges, benefits, duties and obligations, in, to and under the Development Agreement pertaining and attributable to the Assignee Property. Assignees hereby accept and assume all of Assignors' rights, title, interests, powers, privileges, benefits, duties and obligations, in, to and under the Development Agreement as it pertains to the Assignee Property, and agree to perform and discharge all duties and obligations of Assignors as it pertains to the Assignee Property.
- 2. Other Documents. Assignors and Assignees each agree to execute any and all other documents and instruments which are reasonable and necessary to effectuate the assignment to Assignees in accordance with terms of the Assignment, including written notice to the City within thirty days of the effective date of this Assignment.
- 3. <u>Survival of Provisions</u>. All terms, conditions and provisions of this Assignment shall be deemed covenants running with the property and shall be binding upon Assignee, and its respective heirs, successors, and legal representatives.
- 4. <u>Captions</u>. The captions of sections in the Assignment are for convenient reference only and are not to be construed in any way as part of the Assignment.
- 5. <u>Applicable Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in Texas.
- 6. <u>Multiple Counterparts</u>. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
- 7. **Notice of Assignment**. A copy of this instrument may serve as notice to the parties to the Development Agreement.

(EXECUTION PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto may execute this Assignment and Assumption of Development Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

ASSIGNORS:

SANDY POINT DEV OWNER LP, a Delaware limited partnership

By: Sandy Point DEV GP LLC, a Delaware limited liability company, its general partner

> By: Sandy Point Venture LP, a Delaware limited partnership, its sole member

> > By: HT Sandy Point LP, a Delaware limited partnership, its general partner

> > > By: Hines Sandy Point
> > > Member LP,
> > > a Delaware limited
> > > partnership, its general

partner

Name: Robert W. Witte

Title: Senior Managing Director

By: Sandy Point GP LLC, its general partner

By: Sandy Point Venture LP, its sole member

By HT Sandy Point LP, its general partner

By: Hines Sandy Point Member LP,

its general partner

By: ______ Name: Robert W. Witte

Title: Senior Managing Director

ASSIGNEES:

SPUR CREEKHAVEN DEVELOPMENT, L.P., a Delaware limited partnership

By: Spur Creekhaven GP, L.L.C., a Delaware limited liability company,

its General Partner

Name: Michael Moser

Title: Authorized Signatory

SPUR CREEKHAVEN LAND, L.P., a Delaware limited partnership

By: Spur Creekhaven Land GP, L.L.C., a Delaware limited liability company,

its General Partner

By:

Name: Michael Moser

Title: Authorized Signatory

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE ASSIGNMENT OF THE CONSTRUCTION AND ESCROW AGREEMENT RELATED TO THE DEVELOPMENT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 92

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Construction and Escrow Agreement (the "Agreement") with Sandy Point Dev Owner, LP, or its successor(s) or assign(s) ("Hines"), which, among other items, memorializes the City's early release of the Plats for Creekhaven Sections 1, 2, and 3, in consideration of the City's receipt of the sum of \$4,315,262.46 ("Escrowed Funds") to be held in escrow by the City to ensure that the facilities necessary to serve Sections 1, 2, and 3 are completed (the "Facilities"); and

WHEREAS, Hines has petitioned the City to secure the City's consent to assign this Agreement to Spur Creekhaven Development L.P., and Spur Creekhaven Land L.P (the "Assignees") and the City has determined that such assignment is necessary to develop the District to its highest and best use; 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;

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

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

<u>Section 2</u>. The City Council hereby grants its written consent to the assignment of the Agreement from Hines to Spur Creekhaven Development L.P. and Spur Creekhaven Land L.P.

<u>Section 3</u>. 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.

<u>Section 4</u>. This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED ON T	HIS DAY OF APRIL 2025.
	CITY OF IOWA COLONY, TEXAS
	WIL KENNEDY, MAYOR
ATTEST:	
CITY SECRETARY	

ASSIGNMENT OF RIGHTS UNDER CONSTRUCTION AND ESCROW AGREEMENT

This Assignment of Rights Under Construction and Escrow Agreement ("Assignment") is made effective _______ 2025 by SANDY POINT DEV OWNER, LP. a Delaware limited partnership ("Assignor") in favor, and for the benefit of SPUR CREEKHAVEN DEVELOPMENT, L.P., a Delaware limited partnership and SPUR CREEKHAVEN LAND, L.P., a Delaware limited partnership ("Assignees").

RECITALS

WHEREAS, Assignor was developing land located within the City of Iowa Colony, Texas (the "City"), and requested early release from the City of the Plats for Creekhaven Sections 1, 2, and 3 (the "Plats") to be recorded by Brazoria County Clerk; and

WHEREAS, in consideration of the approval by the City for the early release and recordation of the Plats, the Assignor entered into a Construction and Escrow Agreement with the effective date of December 9, 2024 ("Agreement") with the City; and

WHEREAS, pursuant to the Agreement, the Assignor deposited with the City the sum of \$4,315,262.46 ("Escrowed Funds") to be held in escrow by the City to ensure that the facilities necessary to serve Sections 1, 2, and 3 are completed (the "Facilities"); and

WHEREAS, Escrowed Funds represent the funds set aside for Assignor to make payments under construction contracts for the Facilities; and

WHEREAS, Assignees are currently under contract to purchase the property made the basis of the Agreement and, thereafter, will become Assignor's successor in interest for all purposes with respect thereto. Assignees seek to assume all rights and all obligations of Assignor under the Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignees do hereby agree as follows:

- 1. <u>Recitals</u>. The above Recitals are hereby incorporated herein by reference.
- 2. <u>Assignment</u>. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignees, their successors and assigns forever, subject to the terms described herein, their rights, and obligations in the Agreement effective as of the date of execution.
- 3. <u>Assumption</u>. Assignees hereby accept, and acknowledge receipt of, and agree to be bound by all of the terms of the Agreement as if an original signatory thereto.

- 4. <u>Further Assurances</u>. Assignor covenants and agrees to execute and deliver to Assignees all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Agreement as contemplated hereunder.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed m accordance with, the laws of the State of Texas.
- 6. <u>Binding Effect</u>. This Assignment is binding on and shall inure to the benefit of Assignor and Assignees and their permitted respective successors and assigns.
- 7. <u>Multiple Counterparts</u>. This Assignment may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Assignment, which is effective as of the date first written above.

[EXECUTION PAGES FOLLOW]

This Assignment is executed by the undersigned to be effective as of date first written above.

SANDY POINT DEV OWNER LP, a Delaware limited partnership

By: Sandy Point DEV GP LLC, a Delaware limited liability company, its general partner

> By: Sandy Point Venture LP, a Delaware limited partnership, its sole member

> > By: HT Sandy Point LP, a Delaware limited partnership, its general partner

> > > By: Hines Sandy Point
> > > Member LP,
> > > a Delaware limited
> > > partnership, its general
> > > partner

W

By:

Name: Robert W. Witte

Title: Senior Managing Director

SPUR CREEKHAVEN DEVELOPMENT, L.P., a Delaware limited partnership

By: Spur Creekhaven GP, L.L.C., a Delaware limited liability company, its General Partner

SPUR CREEKHAVEN LAND, L.P., a Delaware limited partnership

By: Spur Creekhaven Land GP, L.L.C., a Delaware limited liability company, its General Partner

By:____

Name: John Brian

Title: Authorized Signatory

CONSENT OF ASSIGNMENT:

	CITY OF IOWA COLONY, TEXAS	
	Will Kennedy, Mayor	
ATTEST:		
City Secretary		
(SEAL)		



March 13th, 2025

City of Iowa Colony 3144 Meridiana Parkway Iowa Colony, Texas 77583

Intent to Renew Agreement entered into on November 1, 2021, by and between City of Iowa Colony, Texas, (Municipality) and TX BBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant).

The current Agreement completes the term on October 25, 2024. Per the terms, Section III, Time for Performance, this contract may be extended by mutual consent of both parties. It is both Municipality and Consultant intent to extend this Agreement for an additional term from October 26, 2024, through September 30, 2025. All provisions and pricing from the Agreement shall remain in effect.

IN WITNESS HEREOF, the undersigned have caused this extension letter to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO SAFEbuilt Texas, LLC	Date	
Signature City of Iowa Colony, Texas	Date	
Name & Title City of iowa Colony, Texas		

CHE MARSHAL TOWA COLO

IOWA COLONY FIRE MARSHAL'S OFFI

Item 32.

3144 Meridiana Parkway Iowa Colony, TX 77583

Albert Cantu, CFM

Office Phone: (346) 395-4551 Cell Phone: (346) 278-9218 Email: acantu@iowacolonytx.gov Website: iowacolonytx.gov

April 7, 2025

Mayor and Council,

See March 2025, monthly report for Building Department, Code Enforcement/Animal Control, Community Development, and Fire Marshal Offices below.

Community Development

Inspections conducted by Safe Built-

Building Inspections- 574
Electrical Inspections- 476
Plumbing Inspections- 697
Mechanical Inspections- 247
Total- 1994

Total Paid to Safe Built for March 2025, for a total of 1994 Inspections-\$44,865.00

Total Paid to Safe Built for March 2024, for a total of 1260 Inspections- \$28,350.00

March 2025 Plan Reviews- 127

Building- 9 Commercial Build Out- 2 Electrical- New Additions- 2 New Residential- 105 Swimming Pools- 3

Swilling Fools- 5

March 2024 Plan Reviews- 58

Building-3 Commercial Buildout-1 Electrical-2 New Residential-52

Permits Issued

2024-131

New Home Permits- 72 Other Permits- 46 Engineering Projects- 13

2025-221

New Home Permits- 90 Other Permits- 109 Engineering Projects- 22

Fees Collected

2024 \$230,100.85

New Home Permit Fees-\$180,443.36 Other Permit Fees-\$13,792.40 Engineer Project Fees-\$35,865.09

2025-\$596,100.84

New Home Permit Fees-\$354,431.72 Other Permit Fees-\$140,344.61 Engineer Project Fees-\$101,324.51

Animal Control

20- Calls for service

10- Taken to Brazoria Co. SPCA1- Wildlife, returned to the wild

4- Livestock returned to owner

5- Deceased animal, disposed of

Item 32.

Bryant attended 3 classes, Basic Animal Control Officer, Stress Management/Compassion Fatigue, and Local Rabies. Bryant successfully passed all the courses he attended. He is doing a great job.

Code Compliance

101- Calls for service

94- Sign Removals 2- Pre-Construction meetings 2- Abatement Letters 3- Meetings for Violations

Fire Marshal

Conducted all finals for McDonald's which passed and allowed to open.

There has been a significant jump in plan reviews, inspections, and permit issued. See numbers above.

Thanks,

Albert Cantu, CFM

Fire Marshal/Building Official



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 March 2025

Offense	February 2025	March 2025
Burglary	6	2
Theft	0	3
Robbery	0	0
Total Index Crimes Reported	6	5
Reports Taken		
Misdemeanor	12	25
Felony	9	7
Charges Filed/Arrests		
Misdemeanor	12	21
Felony	1	2
Outside Agency Warrant Arrest	0	3
Traffic Enforcement		
Number of Violations	738	938
Crash Investigations		
Minor Crashes	19	17
Major Crashes	3	2
Fatality Crashes	0	0
Calls for Service		
Alarms	32	38
Assist Other Agency	27	40
Disturbance	13	10
Other	176	207
Security Checks	396	493
Suspicious Activity/Persons	17	25

Significant Events

- March 1 Officers were dispatched to the 4200 block of Watson Dr in reference to a disturbance.
 Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- March 4 Officers conducted a traffic stop in the area of SH 288/SH 6. During the traffic stop it
 was found the driver of the vehicle had a suspended license. An arrest was made and a report was
 generated.
- March 5 Officers were dispatched to the area of Nickle Canyon Dr/Sterling 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.

Item 33.



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

- March 8 Officers conducted a traffic stop in the area of Iowa Colony Blvd/SH 288. During the traffic stop it was found the driver of the vehicle had a suspended license. An arrest was made and a report was generated.
- March 10 Officers were dispatched to the 9400 block of Garnet Grove Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- March 11 Officers conducted a traffic stop in the area of Meridiana Pkwy/Saber Power Ln. During the traffic stop it was found the vehicle was displaying a fictitious license plate. An arrest was made and a report was generated.
- March 12 Officers were dispatched to the 11000 block of Iowa Colony Blvd in reference to a trespassing. An arrest was made and a report was generated.
- March 13 Officers conducted a traffic stop in the area of Cedar Rapids Pkwy/Bateman Blvd. During the traffic stop drug paraphernalia was located in the vehicle. A citation was issued and the driver was released.
- March 14 Officers conducted a traffic stop in the 1900 block of Meridiana Pkwy. During the traffic stop drug paraphernalia was located in the vehicle. A citation was issued and the driver was released.
- March 15 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.
- March 15 Officers were dispatched to a major crash in the area of SH 288/Meridiana Pkwy. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- March 18 Officers were dispatched to the 9400 block of Gold Mountain Dr in reference to threats. An arrest was made and a report was generated.
- March 18 Officers were dispatched to the 9400 block of Ruby Mist Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- March 18 Officers conducted a traffic stop in the area of Sierra Vista Blvd/Meridiana Pkwy. During the traffic stop it was found the driver of the vehicle had a suspended driver license and drug paraphernalia were located in the vehicle. An arrest was made and a report was generated.
- March 19 Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop it was found the driver of the vehicle had an outstanding warrant out of Brazoria County. An arrest was made and a report was generated.
- March 19 Officers were dispatched to the 9400 block of Copper Cove Ln in reference to trespassing. An arrest was made and a report was generated.
- March 22 Officers conducted a traffic stop in the area of SH 288/Cedar Rapids Pkwy. During the traffic stop it was found the driver of the vehicle had a suspended driver license. An arrest was made and a report was generated.

Item 33.



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

- March 26 Officers conducted a traffic stop in the area of CR 48/Crystal View Dr. During the traffic stop it was found the driver of the vehicle had an outstanding warrant out of Harris County. An arrest was made and a report was generated.
- March 29 Officers were dispatched to the 9800 block of Clear Diamond Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- March 31 Officers were dispatched to a minor crash in the area of CR 61/SH 288. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

4/2025 0

City of Iowa Colony Municipal Court Council Report From 3/1/2025 to 3/31/2025

Vio	latio	ns by	/ Tvi	pe

Traffic	Penal	City Ordinance	Parking	Other	Total
506	0	0	3	5	514

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$25,949.91	\$39,002.40	\$13,665.70	\$1,150.02	\$1,403.05	\$81,171.08

Warrants

Issued	Served	Closed	Total
0	0	8	8

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
91	0	78	27	144	340

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
3	0	3	6

Street SIGNAGE	Descritption		Complete	Dates
SHEELSIGNAGE	Description		Complete	Dates
Pursley & Country Meadows trl	reinstall right lane ends sign w/ pole		Complete	3/3/2025
Pursley & Murillo	turn pedestrian crossing ahead sign		Complete	3/3/2025
Meridiana & Exploration trl	straighten 40 mph speed limit pole		Complete	3/3/2025
Meridiana & Discovery Pursley & Dubuque	raise stop sign height straighten stop sign ahead pole		Complete Complete	3/3/2025 3/4/2025
Crystal View & CR 48	install stop sign & street names w/ pole		Complete	3/5/2025
Pursley & Sistine dr	pull concrete sleeve from broken stop sign pole		Complete	3/6/2025
Pursley & Sistine dr	install stop sign & street names w/ pole		Complete	3/6/2025
Davenport & Iowa Colony	turn school speed limit sign		Complete	3/6/2025
Cedar Rapids & Ruth	install 25 mph sign & uneven lane w/ pole		Complete	3/12/2025
Cedar Rapids & City Limits	install 25 mph speed sign & uneven lane sign w/ pole		Complete	3/12/2025
Cedar Rapids CR 57 Cedar Rapids & Ruth	install 25 mph speed limit sign		Complete Complete	3/12/2025 3/12/2025
Cedar Rapids & Hwy 288	remove two 45 mph signs w/pole remove 45 mph sign w/ pole			3/12/2025
Brook & Cove (gated community)	gave Jeronimo (2) street name brackets & (1) bag of sign clamp		Complete Complete	3/12/2025
Coastal Ct & Bayou (gated community	gave Jeronimo (2) street name brackets & (1) bag of sign clamp		Complete	3/12/2025
Hwy 288 & Cedar Rapids	move TX DOT 25 mph sign closer to Hwy 288	-	Complete	3/12/2025
Cedar Rapids & Canterra Creek	install 25 mph sign w/ pole		Complete	3/12/2025
CR 79 & Cedar Rapids	turn stop sign the right direction		Complete	3/12/2025
Iowa Colony & Meridiana	turn stop sign the right direction		Complete	3/14/2025
Iowa Colony & Davenport(north)	turn school zone blinking light the right direction		Complete	3/13/2025
Iowa Colony & Davenport(north)	turn school zone blinking light the right direction		Complete	3/17/2025
Iowa Colony Meridiana	turn stop sign the right direction		Complete	3/17/2025
Meridiana & Observation Wy (Manvel side)	pole w/ street names & stop sign down (informed Manvel)		Complete	3/17/2025
Pursley & Murillo Pursley & Murillo	remove pole w/ street names & stop sigh install pole w/ street names & stop sign		Complete Complete	3/24/2025 3/24/2025
Meridiana & Discovery	install lighted stop sign		Complete	3/25/2025
Wichidiana & Discovery	mistan ngriced stop sign		complete	372372023
DEBRIS REMOVAL	Descritption		Complete	Dates
DEDKIS KEMOVAL	Description		Complete	Dates
Iowa Colony	pickup trashed fence & flooring on side of road		Complete	3/4/2025
Bullard & CR 48	pickup trashed fence & flooring on side of road		Complete	3/4/2025
Bullard & CR 48	pickup trashed tires on side of road		Complete	3/4/2025
CR 48 & Oak	pickup trash tires on side of road		Complete	3/4/2025
Pursley & Dubuque	remove trash from ditch line		Complete	3/6/2025
Meridiana & Hwy 288 (east side) Iowa Colony Cr 48 & Bullard	pickup delineators & broken board remove broken pallet on side of road		Complete Complete	3/10/2025 3/12/2025
Iowa Colony Cr 48 & Bullaru	Terriove broken pariet on side of road		Complete	3/12/2023
MONING (TREET TRUES (MINE)	Descritation		Complete	Datas
MOWING/TREE TRIMMING	Descritption		Complete	Dates
Pursley & Dubuque	move tree of road		Complete	3/4/2025
Public Works	mow public works grass		Complete	3/11/2025
Public Works	mow public works grass		Complete	3/12/2025
Iowa Colonoy & Davenport	mow right away & ditch line		Complete	3/13/2025
Public Works	mow public works grass		Complete	3/14/2025
Discovery & Davenport	mow right away		Complete	3/17/2025
Iowa Colony & Davenport to Davenport & east side service road			Complete	3/17/2025
Public Works	mow public works grass		Complete	3/18/2025
Davenport & Iowa Colony to Pursley & Davenport Davenport & Iowa Colony to Davenport & eastside service roac	mow right away & ditch line mow right away & ditch line		Complete Complete	3/18/2025 3/18/2025
Iowa Colony & Dubuque to Dubuque & Pursley	mow right away & ditch line		Complete	3/18/2025
Dubuque & Pursley to Pursley & Brister	mow right away & ditch line		Complete	3/18/2025
Brister & Pursley to Brister & Iowa Colony	mow right away & ditch line		Complete	3/18/2025
Pursley & Dubuque to Pursley & Brister	mow right away & ditch line		Complete	3/18/2025
Dubuque & Iowa Colony to Dubuque & Pursley	mow right away & ditch line		Complete	3/19/2025
Pursley & Dubuque to Pursley & Davenport	mow right away & ditch line / trim trees back		Complete	3/19/2025
Pursley & Davenport to Davenport & iowa Colony	mow right away & ditch line		Complete	3/19/2025
Public Works	mow grass (43 acres)		Complete	3/19/2025
Pursley & Dubuque to Pursley & Davenport	cut trees back		Complete	3/20/2025
Davenport & Iowa Colony to Pursley & Davenport	mow right away & ditch line		Complete	3/20/2025
Iowa Colony & Dubuque to Iowa colony & Brister CR 62 & CR 48 to CR 62 & city limits	mow right away & ditch line mow right away & ditch line		Complete Complete	3/20/2025 3/21/2025
CR 62 & CR 48 to CR 62 & City limits CR 62 & westside service road 288 to CR 62 & CR 48	mow right away & ditch line mow right away & ditch line / trim trees back		Complete	3/21/2025 3/21/2025
CR 62 & westside service road 288 to CR 62 & CR 48	mow right away & ditch line mow right away & ditch line		Complete	3/24/2025
on of a mesisiae service road 200 to th of a th 40	mow name away or ditter line		complete	3/24/2025

	T	T	I	
CR 62 & CR 48 to CR 62 & city limits	mow right away & ditch line		Complete	3/24/2025
City Hall	mow building & fetilize		Complete	3/25/2025
CR 62 & Ames to Ames & Davenport	mow right away & ditch line		Complete	3/26/2025
Louisana & Hwy 6	mow right away & ditch line		Complete	3/31/2025
Iowa Colony & Meridiana to Iowa Colony & south side Frontag	e mow right away & ditch line		Complete	3/31/2025
STREET REPAIRS	Descritption		Complete	Dates
CR 48 & Davenport to CR 48 & CR 62	fill street pot holes		Complete	3/3/2025
CR 48 & CR 62	fill street pot holes		Complete	3/3/2025
Pursley & Woodland Ranch	contact Jeronimo from Oasis Village for leaking sprinkler head		Complete	3/4/2025
CR 48 & Bulard	fill street pot holes		Complete	3/6/2025
CR 48 & Bullard to CR 48 & Oak	fill street pot holes		Complete	3/7/2025
CR 53	fill street pot holes		Complete	3/7/2025
Cr 53	fill street pot holes		Complete	3/10/2025
Pursley & Davenport	fill street pot holes		Complete	3/10/2025
r draicy & Davenport	In street pot noies		Complete	3/10/2023
Ditch Drainage issue	Descritption		Complete	Dates
Pursly Blvd Between CR380 and bullard	Grade ditchs on the north side of the road	County request	Complete	3/12/2025
Davenport Pkwy	Set new culverts	County request County request April 8,2025	Complete	3/12/2025
Duke Rd	reset Culverts	County request April 8,2025	Complete	3/28/2025
Parks	Descritption		Complete	Dates
City Park	collect trash bags (1)		Complete	3/12/2025
City Park	clean graffiti off basketball court & soccer field		Complete	3/12/2025
City Park	clean graffiti off basketball court		Complete	3/13/2025
City Park	paint over graffiti on basketball		Complete	3/13/2025
City Park	collect trash bags (1)		Complete	3/17/2025
City Park	collect trash bags (1)		Complete	3/20/2025
City Faik	collect trash bags (1)		Complete	3/20/2023
11	Describertion		Complete	Datas
Miscellaneous Works	Descritption		Complete	Dates
			<u> </u>	2 /2 /2 22
Public Works	pickup speed limit signs & brackets from Smith Municipal for St	erling Lakes	Complete	3/3/2025
Public Works	clean both pickups		Complete	3/3/2025
Public Works	unwinterize water tank and pipes		Complete	3/3/2025
Public Works	relocate dumpster		Complete	3/3/2025
Public Works	take scrap water meters to Cameron Recycling		Complete	3/3/2025
Public Works	pickup acid & bug repellent for City Hall		Complete	3/5/2025
City Hall	pour acid in drain to unclog & deodorize 1st floor		Complete	3/5/2025
City Hall	3rd party clean out sewage drain		Complete	3/5/2025
Public Works	service tractor for batwing & slope mower		Complete	3/5/2025
Public Works	service batwing & grappling tool for tractor		Complete	3/6/2025
Public Works	pickup materials from Smith's Municupal for signs		Complete	3/12/2025
City Hall	pickup 2nd floor ice machine for repairs		Complete	3/13/2025
Public Works	take scrap water meters to Cameron Recycling		Complete	3/14/2025
Public Works	repair 2nd floor ice machine (City Hall)		Complete	3/14/2025
Public Works	clean Public Works service truck		Complete	3/14/2025
Davenport & Sophie Mary	picked up drop trash from sanitation truck		Complete	3/17/2025
Public Works	repair 2nd floor ice machine (City Hall)		Complete	3/17/2025
Public Works	repair 2nd floor ice machine (City Hall)		Complete	3/18/2025
4902 Matador Ln	surveyed property for damage		Complete	3/20/2025
Public Works	transport scrap water meters to Cameron Recycling		Complete	3/24/2025
10103 Lewis lane	surveyed property for damage to water blow out		Complete	3/26/2025
City Hall	assemble desk & filling cabinets for HR office		Complete	3/27/2025
Public Works	transport scrap water meters to Cameron Recycling		Complete	3/28/2025
Public Works	transport scrap water flanges to Cameron Recycling		Complete	3/28/2025



MEMORANDIUM

Date: April 7, 2025

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – April Engineer's Report

cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

- TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates.
 - No status change on completion date. Expected June 2025.
- 2. GRANTS UPDATE
 - GLO MIT MOD ICB DRAINAGE IMPROVEMENTS
 - i. Closure of ICB is in place. Scheduled closure for 120 days.
 - ii. Detours is in place and traffic is being re-routed.
- 3. Capital Improvement Projects
 - 2021 Waterline Extension ARPA
 - i. Contractor is approximately 25% complete.
 - ii. Pipeline company is recommending a casing for the waterline.
 - iii. Change Order No. 1 has been submitted.
 - 2023 Ames Blvd Extension
 - i. Working with the County on ROW acquisition.
 - ii. Currently under design at 80%, pending ROW acquisition.
 - Water Plant No. 1 Filtration System for the removal of Iron and Manganese
 - On hold until financing for this project is determined.
- CONSTRUCTION PROJECT STATUS:
 - A. MERIDIANA SUBDIVISION RISE COMMUNITIES
 - Active construction projects
 - Detention Pond O & P Hardscape 90% Complete
 - BCMUD 55 WWTP Expansion Ph 4 55% complete
 - B. STERLING LAKES LAND TEJAS
 - 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
 - C. SIERRA VISTA LAND TEJAS
 - Active construction projects

City Engineer's Report COIC City Council Meeting April 14, 2024 Page 2 of 3

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - BCMUD 53 Wastewater Treatment Plant Expansion Awaiting on punchlist Itms
 - Sierra Vista West Mass Grading and Detention Phase II Awaiting punchlist items.
 - Sierra Vista West Ph II B Excavation and Grading Awaiting punchlist items.
 - BCMUD 53 Water Plant Expansion Complete
 - SVW Civil Site Amenity Center Awaiting final walk.

STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention Awaiting punch list items.
 - Sterling Lakes North Lift Station No. 1 85% Complete. Waiting for Natural Gas Connection
 - Sterling Lakes North Lift Station No. 2 85% Complete. Waiting for Natural Gas Connection
 - Sterling Lakes North (Canterra Creek) Rec Center- Awaiting final walk
 - Karsten Blvd North Ph 2 Awaiting Punch List Items Completion

F. CALDWELL CROSSING

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 2 80% Complete.
 - BCMUD 87 Water Plant No. 1 85% Complete. Awaiting power.
 - BCMUD 87 Offsite 8" Force Main & Waterline 75% utilities.
 - BCMUD 87 Lift Station No. 2 75% complete, awaiting power.
 - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 70% complete
 - Caldwell Ranch Crossing Detention Ph IIB 80%
 - Caldwell Crossing Section 3 90% Utilities, 90% Paving
 - Caldwell Crossing Section 4 80% Utilities, 90% Paving

G. CALDWELL LAKES

- Active construction projects
 - BCMUD 87 Detention and Grading Ph 3 Awaiting Final Walk.
 - Caldwell Lakes Section 1 60% Utilities, 15% Paving.
 - Caldwell Lakes Section 2 60% Utilities, 10% Paving.
 - Caldwell Ranch Blvd Ph IIIB permit pulled.

H. CREEKHAVEN – MUD 92

- Active construction projects:
 - Mass Grading and Detention Ph 1 80% complete
 - BCMUD 92 Water Plant No. 1 Waiting on punch list items.
 - Creekhaven Sec 1 Waiting on punch list items.
 - Creekhaven Sec 2 Waiting on punch list items.
 - Creekhaven Sec 3 Awaiting final walk.
 - Creekhaven Blvd and Karsten Blvd Ph 1- Waiting on punch list items.

I. ELLWOOD

- Ellwood Ph 1 Detention, Excavation, Spoils and Outfall –90%
- Ellwood Sec 1A 75% utilities, 5% Paving.
- Ellwood Karsten Blvd 10% utilities.
- BCMUD 57 Lift Station No. 3 10% complete.
- Ellwood Water Supply and Storage Closet- 10% complete.

J. OTHER CONSTRUCTION PROJECTS

- Complete.
- Primespot C-Store (Pursley & Meridiana Pkwy)

 Awaiting final walk.
- Shops at Meridiana (Pursley & Meridiana Pkwy)

 Complete.
- McDonald's Complete.
- Prose Sierra Vista 75% utilities, 75% paving.

City Engineer's Report COIC City Council Meeting April 14, 2024 Page 3 of 3

- Autozone- 80%
- Centre at Sierra Vista 70% utilities.
- Sierra Vista Retail Pad Site D
- Sierra Vista Driveways and Utility Extensions- 50%

Account Type	Account Number	Description	Balance	Total
10 - General Fu	ınd			
Assets				
10-1	1000 C	ash / Due From Consolidated Cash	15,878,269.98	
10-1	1002 R	etainer Account	0.00	
10-1	1003 Fi	rst State Bank - Manvel	0.00	
10-1	1004 Pe	etty Cash	300.00	
10-1	1005 T	exas Advantage - CD	0.00	
10-1	1006 Te	exStar CD	2,747,587.89	
10-1	1007 V	eritex - CD 5471	0.00	
10-1	1008 V	eritex - CD 7818	145,000.00	
10-1	1009 Te	exas First Bank - TWDB	0.00	
10-1	1100 A	ccounts Receivable	0.00	
10-1	1110 D	ue from IRS	0.00	
10-1	1111 S	ales Tax Receivable	105,613.00	
10-1	1112 A	llowance for Fines Receivable	(298,310.04)	
10-1	1113 Fi	nes Receivable	314,011.00	
10-1	1114 P	operty Taxes Receivable	30,646.00	
10-1	1115 P	roperty Tax Receivable - P & I	10,334.00	
10-1	1302 D	ue from Retainer Fund	0.00	
10-1	1303 D	ue from Project Fund Series 2022	(0.38)	
10-4	4915 Ir	vestment Fair Value Adjustment	52.21	
Tota	al Assets		18,933,503.66	
				18,933,503.66

Account Type	Account Number	er Description	Balance	Total
10 - General Fu	nd			
Liabilities				
10-2	000	Due To Consolidated Cash / Accounts Payable	51,672.66	
10-2	001	Accounts Payble at Year End	(202.13)	
10-2	101	Due to Other Funds - CCPD	0.00	
10-2	200	Wages Payable	34,236.99	
10-2	201	Employee Dental Insurance	12,544.27	
10-2	202	Employee Vision Insurance	0.00	
10-2	203	Federal Tax Payable	5,015.00	
10-2	204	Social Security/Medicare Payable	0.00	
10-2	205	TMRS Payable	4,322.13	
10-2	206	Texas Workforce Commission Payable	e (2,618.12)	
10-2	207	Health & Life Insurance Payable	(45,106.90)	
10-2	208	Child Support Payable	(1,012.08)	
10-2	209	457(b) Payable	0.00	
10-2	300	State Fees	77,053.49	
10-2	301	Collections	266.70	
10-2	302	Bond Liability Account	0.00	
10-2	303	Refunds Payable	0.00	
10-2	304	Credit Card Fee	2,758.65	
10-2	305	Deferred Revenues - Fines	15,701.00	
10-2	400	Road Damage Deposit	0.00	
10-2	405	Deferred Inflows-Prop taxes	40,980.00	
10-2	410	Bond 1 - Series 2020	0.00	
10-2	500	American Rescue Plan Fund	0.00	
10-2	501	Baseball Field Reserve	14,058.50	
10-2	502	Baymark Pipeline LLC	0.00	
10-2	503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
10-2	504	Cherry Crushed Concrete	0.00	
10-2	505	DR Horton/MUD 87	0.00	
10-2	506	Early Plat - Sierra V W Sec 5	0.01	
10-2	507	Early Plat SVW Crystal V Dr-Ph3	0.00	
10-2	508	Early Plat SVW Sub Sec 4	0.00	
10-2	509	Formosa/Lav Pipeline-TRC	0.00	
10-2	511	Meridiana Escrow	(770.00)	
10-2	512	Old Airline Market-Axis Dev	(0.50)	
10-2	513	Sierra Vista - Land Tejas	0.00	

Account Type	Account Number	r Description	Balance	Total
10 - General Fu				
Liabilities				
10-2	514	Sierra Vista West - Land Tejas	0.00	
10-2	515	South Texas NGL Pipeline, LLC	0.00	
10-2		South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
10-2	517	Sterling Lakes - Land Tejas	0.00	
10-2	518	Capital Contribution - CR 64	1,731,000.00	
10-2	519	Earlt Platting Escrow Sec 12	0.00	
10-2	520	Early Plat Escrow - SVW Sec 6	0.00	
10-2	522	Property Delq Tax - TIF 100%	(0.30)	
10-2	523	Property Tax TIF - 100%	0.27	
10-2	524	Meritage Homes of Texas, LLC	0.00	
10-2	525	Corona Virus Relief Fund	0.00	
10-2	526	Public Safety Building Reserve	0.00	
10-2	527	Public Park Reserves	0.00	
10-2	528	Early Plat - Sierra VW Sec 7	0.01	
10-2	530	Early Plat - Sierra VW Sec 8	0.00	
10-2	531	Early Plat - Sierra VW Sec 9	0.00	
10-2	533	Police Training Fund	0.01	
10-2	534	Unearned Revenue (Merid Sec 58)	0.00	
10-2	535	Unearned Revenue (Merid Sec 57)	0.00	
10-2	540	Early Plat - Sierra VW Sec 10	0.00	
10-2	542	Early Plat - Sterling Lakes North Sec 2, 3	158,278.98	
10-2	543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
10-2		Early Plat - Sterling Lakes North Sec 4 & Force Main	54,977.99	
10-2	548	Early Plat - Sterling Lakes North Sec 8	0.00	
10-2	550	Early Plat - Creekhaven Sec 1	2,271,172.79	
10-2	551	Early Plat - Creekhaven Sec 2	269,851.02	
10-2	552	Early Plat - Creekhaven Sec 3	353,533.46	
10-2	602	Due to Retainer Fund	669,240.00	
10-2	603	Due to Crime Prevention	(3,993.01)	
10-2	604	Due to CIP (Local)	0.00	
10-2	605	Due to State & Federal Grants	0.00	
10-2	606	Due to ARPA Fund	0.20	
10-2	607	Due to ICDA	0.00	
10-2	608	Due to Court Tech Fund	(79.00)	
10-7	001	Transfer to Vehicle Replacement	(112,000.00)	

Account Type	Account Numbe	r Description	Balance	Total
10 - General F	und			
Liabilities				
Tot	tal Liabilities		5,759,161.09	
5 151				
Fund Balance	2000	5 101	7.446.250.54	
	-3000	Fund Balance	7,116,259.54	
10-	-3001	Fund Balance Committed	0.00	
10-	-3002	Fund Balance Assigned	600,000.00	
Tot	tal Fund Balance		7,716,259.54	
		Total Revenue	10,742,192.12	
		Total Expenses	5,251,784.89	
		Current Year Increase (Decrease)	5,458,083.03	
		Fund Balance Total	7,716,259.54	
		Current Year Increase (Decrease)	5,458,083.03	
		Total Fund Balance/Equity	13,174,342.57	
Tot	tal Liabilities & Fund	d Balance	-	18,933,503.66

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fu	und			
Assets				
11-1	.000 Ca	ash / Due From Consolidated Cash	(131,557.00)	
11-1	.002 Re	etainer Account	518,393.26	
11-1	.015 Aı	nes Blvd Ret - TX Class	1,590,950.44	
11-1	.301 D	ue from General Fund	0.00	
Tota	l Assets		1,977,786.70	
			_	1,977,786.70

Account Type	Account Number	r Description	Balance	Total
11 - Retainer	Fund			
Liabilities				
11-		Due To Consolidated Cash / Accounts Payable	0.00	
11-	-2001	Accounts Payble at Year End	(4,287.50)	
11-	-2010	Accounts Payable	3,325.00	
11-	-2200	Wages Payable	0.00	
11-	-2400	Road Damage Deposit	342,183.65	
11-	-2502	Baymark Pipeline LLC	1.00	
11-		Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
11-	-2504	Cherry Crushed Concrete	23,200.00	
11-	-2505	DR Horton/MUD 87	7,646.13	
11-	-2509	Formosa/Lav Pipeline-TRC	10,826.04	
11-	-2510	M2E3/Enterprise Pipeline	(47,206.15)	
11-	-2511	Meridiana Escrow	4,345.00	
11-	-2512	Old Airline Market-Axis Dev	208.00	
11-	-2513	Sierra Vista - Land Tejas	1,223.10	
11-	-2514	Sierra Vista West - Land Tejas	22,456.83	
11-	-2515	South Texas NGL Pipeline, LLC	1.00	
11-		South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
11-	-2517	Sterling Lakes - Land Tejas	6,296.59	
11-	-2521	Meritage/Rise- BCMUD 57	3,838.10	
11-	-2529	Meridiana PUD Amendment	2,337.88	
11-	-2536	Rally 288 West PUD	7,509.33	
11-	-2537	Southern Star PUD	5,686.21	
11-	-2538	PUD Hines Investments	7,745.00	
11-	-2539	SVW Entertainment Dist PUD	7,079.56	
11-	-2541	Extension of Ames Blvd Project	1,455,097.50	
11-	-2545	Crystal Center Entertainment District	(162.50)	
11-	-2546	Maple Farms Tract - Special District	7,690.00	
11-	-2547	PUD - Caldwell, Active Adult Community	8,342.50	
11-	-2549	PUD - Sunset Prairie: Majestic Developers	10,000.00	
11-	-2601	Due to General Fund	0.00	
Tot	tal Liabilities		1,885,382.27	

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fu	ınd			
Fund Balance				
11-3	000 Fur	nd Balance	0.00	
Total	Fund Balance		0.00	
	Tot	al Revenue	36,744.27	
	Tot	al Expenses	0.00	
	Cui	rrent Year Increase (Decrease)	92,404.43	
	Fur	nd Balance Total	0.00	
	Cur	rent Year Increase (Decrease)	92,404.43	
	Tot	al Fund Balance/Equity	92,404.43	
Total	Liabilities & Fund Ba	lance	_	1,977,786.70

Account Type	Account Numbe	r Description	Balance	Total
12 - Project Fu	nd Series 2022			
Assets				
12-	1000	Cash / Due From Consolidated Cash	(5,689,569.59)	
12-	1010	Project Fund Series 2022	1,608,084.16	
12-	1011	Proj Fund Series 2022 - Frost Investments	0.00	
12-	1012	Proj Fund Series 22 - Tx Class	4,625,835.88	
12-	1301	Due from General Fund	0.00	
12-4	4915	Investment Fair Value Adjustment	0.00	
12-4	4937	Interest Income - Investments	(54,000.00)	
Tota	al Assets		490,350.45	
				490,350.45

Account Type	Account Number	er Description	Balance	Total
12 - Project	Fund Series 2022			
Liabilities				
1	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
1	12-2001	Accounts Payble at Year End	17,236.63	
1	12-2200	Wages Payable	0.00	
1	12-2411	Project Fund Series 22 - Unearned Revenue	0.00	
1	12-2601	Due to General Fund	(0.38)	
Т	Total Liabilities		490,975.98	
Fund Balance				
1	12-3000	Fund Balance	(103,918.89)	
Т	Total Fund Balance		(103,918.89)	
		Total Revenue	106,837.29	
		Total Expenses	3,543.93	
		Current Year Increase (Decrease)	103,293.36	
		Fund Balance Total	(103,918.89)	
		Current Year Increase (Decrease)	103,293.36	
		Total Fund Balance/Equity	(625.53)	
Т	Total Liabilities & Fun	d Balance	_	490,350.45

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
20)-1000	Cash / Due From Consolidated Cash	225,892.17	
20)-1013	TexStar - Crime Control	460,894.66	
20)-1301	Due from General Fund	(3,993.01)	
20	1502	Sales Tax Receivable Crime Prevention District	43,273.00	
То	tal Assets		726,066.82	
			_	726,066.82

Account Typ	oe Account Numb	er Description	Balance	Total
	Control and Preven	tion		
District Fu Liabilities	nd			
Liabilities	20-2000	Due To Consolidated Cash / Accounts Payable	(55.00)	
	20-2001	Accounts Payble at Year End	976.17	
	20-2200	Wages Payable	0.00	
	20-2201	Employee Dental Insurance	634.08	
	20-2203	Federal Tax Payable	0.00	
	20-2204	Social Security/Medicare Payable	0.00	
	20-2205	TMRS Payable	0.00	
	20-2206	Texas Workforce Commission Payable	0.00	
	20-2207	Health & Life Insurance Payable	8,460.53	
	Total Liabilities		10,015.78	
Fund Baland	ce			
	20-3000	Fund Balance	599,997.13	
	Total Fund Balance		599,997.13	
		Total Revenue	276,037.97	
		Total Expenses	159,984.62	
		Current Year Increase (Decrease)	116,053.91	
		Fund Balance Total	599,997.13	
		Current Year Increase (Decrease)	116,053.91	
		Total Fund Balance/Equity	716,051.04	
	Total Liabilities & Fur	nd Balance		726,066.82

Account Type	Account Number	Description	Balance	Total
21 - Law Enfor	cement			
Assets				
21-	1000 Casl	n / Due From Consolidated Cash	1,585.50	
Tota	al Assets		1,585.50	
			=	1,585.50

Account Typ	e Account Numb	er Description	Balance	Total
21 - Law Er	nforcement			
Liabilities				
	21-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	21-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balanc	e			
	21-3000	Fund Balance	1,585.50	
	Total Fund Balance		1,585.50	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	1,585.50	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	1,585.50	
	Total Liabilities & Fur	nd Balance	=	1,585.50

Account Type	e Account Numb	er Description	Balance	Total
30 - Capital Fund (Debt	Improvements Pla Service)	an		
Assets				
:	30-1000	Cash / Due From Consolidated Cash	(2,015,633.09)	
:	30-1114	Property Taxes Receivable	8,055.00	
;	30-1115	Property Tax Receivable - P & I	1,666.00	
-	Total Assets		(2,005,912.09)	
				(2,005,912.09)

Account Typ	oe Account Numb	er Description	Balance	Total
30 - Capita Fund (Deb	al Improvements Pla t Service)	ın		
Liabilities				
	30-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		9,721.00	
Fund Baland	ce			
	30-3000	Fund Balance	(1,026,003.09)	
	Total Fund Balance		(1,026,003.09)	
		Total Revenue	0.00	
		Total Expenses	989,630.00	
		Current Year Increase (Decrease)	(989,630.00)	
		Fund Balance Total	(1,026,003.09)	
		Current Year Increase (Decrease)	(989,630.00)	
		Total Fund Balance/Equity	(2,015,633.09)	
	Total Liabilities & Fur	nd Balance		(2,005,912.09)

Account Type	Account Numbe	r Description	Balance	Total	
35 - Capital Improvements Plan Fund (Local)					
Assets					
35	5-1000	Cash / Due From Consolidated Cash	98,985.68		
35	5-1100	Accounts Receivable	0.00		
35	5-1101	Grant / Funding Account	(0.25)		
35	5-1301	Due from General Fund	0.00		
To	otal Assets		98,985.43		
			-	98,985.43	

Account Type	er Description	Balance	Total
35 - Capital Improvements Pla Fund (Local) Liabilities	ın		
35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
35-2411	TWDB Unearned Revenue	(0.25)	
35-2526	Public Safety Building Reserve	0.00	
35-2532	Road Works Fund	99,999.56	
Total Liabilities		99,999.31	
Fund Balance			
35-3000	Fund Balance	(8,638.88)	
Total Fund Balance		(8,638.88)	
	Total Revenue	16,820.00	
	Total Expenses	16,820.00	
	Current Year Increase (Decrease)	7,625.00	
	Fund Balance Total	(8,638.88)	
	Current Year Increase (Decrease)	7,625.00	
	Total Fund Balance/Equity	(1,013.88)	
Total Liabilities & Fur	nd Balance	=	98,985.43

Account Type	Account Number	Description	Balance	Total
36 - Public Saf	ety Grants			
Assets				
36-	1000 C	ash / Due From Consolidated Cash	21,868.97	
36-	1301 D	ue from General Fund	0.00	
Tot	al Assets		21,868.97	
				21,868.97

Account Type	Account Number	er Description	Balance	Total
36 - Public Sa	afety Grants			
Liabilities				
36	5-2000	Due To Consolidated Cash / Accounts Payable	0.00	
36	5-2200	Wages Payable	0.00	
36	5-2201	Employee Dental Insurance	0.00	
36	5-2203	Federal Tax Payable	0.00	
36	5-2204	Social Security/Medicare Payable	0.00	
36	5-2205	TMRS Payable	0.00	
36	5-2206	Texas Workforce Commission Payable	0.00	
36	5-2207	Health & Life Insurance Payable	0.00	
То	otal Liabilities		0.00	
Fund Balance	5-3000	Fund Balance	22,521.72	
	otal Fund Balance	Tuna Balance		
10	otal Fullu Balance		22,521.72	
		Total Revenue	3,035.62	
		Total Expenses	3,688.37	
		Current Year Increase (Decrease)	(652.75)	
		Fund Balance Total	22,521.72	
		Current Year Increase (Decrease)	(652.75)	
		Total Fund Balance/Equity	21,868.97	
To	otal Liabilities & Fun	d Balance	=======================================	21,868.97

Account Type	Account Number	Description	Balance	Total
37 - Parkland	Fund			
Assets				
37-	-1000 Cas	n / Due From Consolidated Cash	194,990.00	
Tot	al Assets		194,990.00	
			_	194,990.00

Account Type	e Account Numb	er Description	Balance	Total
37 - Parklan	nd Fund			
Liabilities				
3	37-2000	Due To Consolidated Cash / Accounts Payable	0.00	
3	37-2200	Wages Payable	0.00	
٦	Total Liabilities		0.00	
Fund Balance	2			
3	37-3000	Fund Balance	0.00	
٦	Total Fund Balance		0.00	
		Total Revenue	194,990.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	194,990.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	194,990.00	
		Total Fund Balance/Equity	194,990.00	
٦	Total Liabilities & Fur	nd Balance	=======================================	194,990.00

Account Type	Account Number	Description	Balance	Total
40 - Court Ted	chnology Fund			
Assets				
40)-1000	Cash / Due From Consolidated Cash	25,842.47	
40)-1301 [Due from General Fund	(79.00)	
То	tal Assets		25,763.47	
			_	25,763.47

Account Typ	oe Account Numb	er Description	Balance	Total
40 - Court Liabilities	Technology Fund			
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Baland	ce			
	40-3000	Fund Balance	20,357.05	
	Total Fund Balance		20,357.05	
		Total Revenue	5,405.97	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	5,406.42	
		Fund Balance Total	20,357.05	
		Current Year Increase (Decrease)	5,406.42	
		Total Fund Balance/Equity	25,763.47	
	Total Liabilities & Fur	nd Balance		25,763.47

Account Type	Account Number	Description	Balance	Total
41 - Court Secu	ırity Fund			
Assets				
41-	1000 Cas	h / Due From Consolidated Cash	39,681.22	
Tota	al Assets		39,681.22	
			_	39,681.22

Account Typ	pe Account Numb	er Description	Balance	Total
41 - Court Liabilities	Security Fund			
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balan	ce			
	41-3000	Fund Balance	33,064.24	
	Total Fund Balance		33,064.24	
		Total Revenue	6,616.62	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	6,616.98	
		Fund Balance Total	33,064.24	
		Current Year Increase (Decrease)	6,616.98	
		Total Fund Balance/Equity	39,681.22	
	Total Liabilities & Fur	nd Balance		39,681.22

Account Type	e Account Numbe	er Description	Balance	Total
45 - Americ (ARPA) Fun	an Rescue Plan Act d			
Assets				
•	45-1000	Cash / Due From Consolidated Cash	900,751.00	
•	45-1101	Grant / Funding Account	0.00	
•	45-1301	Due from General Fund	0.20	
-	Total Assets		900,751.20	
			-	900,751.20

Account Type	Account Number	er Description	Balance	Total
(ARPA) Fund	an Rescue Plan Act d	:		
Liabilities				
4	45-2000	Due To Consolidated Cash / Accounts Payable	0.00	
4	45-2200	Wages Payable	0.00	
4	45-2411	Coronavirus Unearned Revenue	900,751.00	
Т	Total Liabilities		900,751.00	
Fund Balance				
4	45-3000	Fund Balance	0.19	
T	Total Fund Balance		0.19	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.01	
		Fund Balance Total	0.19	
		Current Year Increase (Decrease)	0.01	
		Total Fund Balance/Equity	0.20	
Т	Total Liabilities & Fun	d Balance	-	900,751.20

Account Type	Account Number	Description	Balance	Total
50 - Vehicle R	Replacement Fund			
Assets				
50)-1000	Cash / Due From Consolidated Cash	(132,742.62)	
50)-1014	ГexStar - Veh Rep Fund	351,762.20	
То	otal Assets		219,019.58	
				219,019.58

Account Ty	pe Account Numb	er Description	Balance	Total
50 - Vehic	le Replacement Fun	d		
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balan	ce			
	50-3000	Fund Balance	214,671.86	
	Total Fund Balance		214,671.86	
		Total Revenue	7,861.16	
		Total Expenses	3,513.44	
		Current Year Increase (Decrease)	4,347.72	
		Fund Balance Total	214,671.86	
		Current Year Increase (Decrease)	4,347.72	
		Total Fund Balance/Equity	219,019.58	
	Total Liabilities & Fu	nd Balance		219,019.58

Account Type	Account Number	Description	Balance	Total
99 - Consolidat	ted Cash			
Assets				
99-:	1000 Ca	ash	8,509,946.43	
99-	1210 D	ue From General Fund	(115,623.34)	
99-	1220 D	ue From Crime Prevention District Fund	0.00	
99-	1230 D	ue From Debt Service Fund	0.00	
99-		ue From Capital Improvement Projects und	0.00	
99-	1240 D	ue From Court Technology fund	0.00	
99-	1241 D	ue From Court Security Fund	0.00	
99-		ue From American Rescue Plan Act (ARPA) und	0.00	
99-	1250 D	ue From Vehicle Replacement Fund	0.00	
99-2	2110 D	ue to General Fund	0.00	
Tota	al Assets	_	8,394,323.09	
			_	8,394,323.09

Account Type	Account Number	er Description	Balance	Total
99 - Consolidat	ted Cash			
Liabilities				
99-2	2000	Accounts Payable	(115,623.34)	
99-2	2110	Due To General Fund	12,516,012.00	
99-2	2120	Due To Crime Prevention District Fund	0.00	
99-2	2130	Due To Debt Service Fund	64,456.00	
99-2	2135	Due To Capital Improvement Projects Fund	0.00	
99-2	2140	Due To Court Technology fund	0.00	
99-2	2141	Due To Court Security Fund	0.00	
99-2	2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
99-2	2150	Due To Vehicle Replacement Fund	0.00	
99-2	2200	Wages Payable	0.00	
99-2	2999	Due To Other Funds	(5,067,765.57)	
Tota	al Liabilities		8,394,323.09	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
Tota	al Liabilities & Fun	d Balance		8,394,323.09

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	48,490.93	60,392.50	(11,901.57)	590,539.36	725,000.00	81.45%	134,460.64
Property Tax	55,474.83	351,291.50	(295,816.67)	6,393,854.26	4,216,800.00	151.63%	(2,177,054.26
Miscellaneous	13,986.84	70,595.29	(56,608.45)	53,375.33	847,300.00	6.30%	793,924.67
Fines & Forfeitures	52,746.14	28,214.01	24,532.13	241,354.98	338,700.00	71.26%	97,345.02
License & Permits	466,793.84	247,385.28	219,408.56	3,297,595.00	2,969,800.00	111.04%	(327,795.00)
Business & Franchise	0.00	44,984.00	(44,984.00)	165,473.19	540,000.00	30.64%	374,526.81
Grant Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	637,492.58	802,862.58	(165,370.00)	10,742,192.12	9,637,600.00	111.46%	(1,104,592.12
Expense Summary							
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	2,169,015.84	56,254.29	2,112,761.55	2,246,193.60	675,200.00	332.67%	(1,570,993.60
Personnel Services	248,951.67	365,787.61	(116,835.94)	1,666,030.38	4,391,190.00	37.94%	2,725,159.62
Professional/Contract Services	227,132.62	168,327.29	58,805.33	1,030,525.23	2,020,600.00	51.00%	990,074.77
Materials & Supplies	45,020.54	50,228.53	(5,207.99)	276,649.57	602,900.00	45.89%	326,250.43
Capital Outlay	24,951.62	12,500.00	12,451.62	32,386.11	150,000.00	21.59%	117,613.89
Expense Totals	2,715,072.29	653,097.72	2,061,974.57	5,251,784.89	7,839,890.00	66.99%	2,588,105.11

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	896.61	416.50	480.11	3,021.03	5,000.00	60.42%	1,978.97
10-4110 City Sales Tax	47,594.32	59,976.00	(12,381.68)	587,518.33	720,000.00	81.60%	132,481.67
Sales Tax Totals	48,490.93	60,392.50	(11,901.57)	590,539.36	725,000.00	81.45%	134,460.64
Property Tax							
10-4120 Property Tax	57,165.34	209,816.04	(152,650.70)	6,401,800.42	2,518,800.00	254.16%	(3,883,000.42
10-4121 Delinquent Property Tax	(1,690.51)	0.00	(1,690.51)	(7,946.16)	0.00	0.00%	7,946.16
10-4130 Property Tax - TIF - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4132 City Property Tax TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4135 Property Tax MUD 31 - 70%	0.00	61,325.46	(61,325.46)	0.00	736,200.00	0.00%	736,200.00
10-4136 Delinquent Tax MUD 31 - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4137 Property Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4138 Delinquent Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4139 Admin Fee Revenue	0.00	80,150.00	(80,150.00)	0.00	961,800.00	0.00%	961,800.00
Property Tax Totals	55,474.83	351,291.50	(295,816.67)	6,393,854.26	4,216,800.00	151.63%	(2,177,054.26
Miscellaneous							
10-4124 Accident Reports	5.00	24.99	(19.99)	226.00	300.00	75.33%	74.00
10-4126 MUD 53- Pub Safety Contr	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4127 MUD 32 Pub Saf	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4134 Intermodel Ship Container	0.00	499.80	(499.80)	2,322.51	6,000.00	38.71%	3,677.49
10-4140 Intergovernmental receipts from	0.00	4,000.00	(4,000.00)	8,000.00	48,000.00	16.67%	40,000.00
10-4141 Public Safety Debt Contribution	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
10-4142 Land Acquistion Reimbursement	0.00	9,000.00	(9,000.00)	0.00	108,000.00	0.00%	108,000.00
10-4444 Prior Software Adjustment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4805 Park Reserves	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4910 Interest Income	12,079.95	12,495.00	(415.05)	65,315.71	150,000.00	43.54%	84,684.29
10-4911 Other Revenue	1,000.00	14,577.50	(13,577.50)	4,617.89	175,000.00	2.64%	170,382.11
10-4912 Donations/Sponsorships	901.89	4,998.00	(4,096.11)	(27,106.78)	60,000.00	(45.18%)	87,106.78
10-4913 Sale of land and capital assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	13,986.84	70,595.29	(56,608.45)	53,375.33	847,300.00	6.30%	793,924.67
Fines & Forfeitures							
10-4125 Arrest Fee	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4701 Citations/Warrants	13,765.70	6,664.00	7,101.70	67,441.95	80,000.00	84.30%	12,558.05
10-4702 Delinquent Court Collection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4703 Municipal Jury Funds	(31.52)	16.67	(48.19)	74.86	200.00	37.43%	125.14
10-4704 Local Truancy Prevention	10.84	666.67	(655.83)	110.07	8,000.00	1.38%	7,889.93
10-4705 Time Payment Reimbursement	154.90	41.67	113.23	450.00	500.00	90.00%	50.00
10-4706 Omnibase Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4709 Court Costs	38,846.22	20,825.00	18,021.22	173,278.10	250,000.00	69.31%	76,721.90
Fines & Forfeitures Totals	52,746.14	28,214.01	24,532.13	241,354.98	338,700.00	71.26%	97,345.02
License & Permits							
10-4201 Building Construction Permits	179,438.22	124,950.00	54,488.22	1,241,030.56	1,500,000.00	82.74%	258,969.44
10-4202 Trade Fees	10,553.31	5,831.00	4,722.31	79,409.40	70,000.00	113.44%	(9,409.40)
10-4203 Reinspection Fees	14,025.00	5,414.50	8,610.50	70,775.00	65,000.00	108.88%	(5,775.00)
10-4204 Signs	100.00	41.65	58.35	1,650.00	500.00	330.00%	(1,150.00)
10-4205 Property Improvement Permits	292.80	333.20	(40.40)	2,223.06	4,000.00	55.58%	1,776.94

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4206 Dirt Work Permits	0.00	83.33	(83.33)	500.00	1,000.00	50.00%	500.00
10-4207 Driveway Permits	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-4208 Encroachment Permit	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-4210 Culvert Permit	150.00	41.67	108.33	150.00	500.00	30.00%	350.00
10-4211 Commercial Vehicle Permit	100.00	166.60	(66.60)	200.00	2,000.00	10.00%	1,800.00
10-4212 Park Use Permit	50.00	249.90	(199.90)	950.00	3,000.00	31.67%	2,050.00
10-4213 Mobile Food Unit Permit	250.00	249.90	0.10	2,425.00	3,000.00	80.83%	575.00
10-4214 Solicitation Fees	0.00	0.00	0.00	50.00	0.00	0.00%	(50.00)
10-4301 Preliminary Plat Fees	16,330.00	6,247.50	10,082.50	28,690.00	75,000.00	38.25%	46,310.00
10-4302 Final Plat Fees	(2,890.00)	4,998.00	(7,888.00)	27,010.00	60,000.00	45.02%	32,990.00
10-4303 Abbreviated Plat Fees	6,540.00	2,083.33	4,456.67	7,540.00	25,000.00	30.16%	17,460.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	265,757.14	80,000.00	332.20%	(185,757.14)
10-4401 Infrastructure Plan Review Fee	42,236.97	22,907.50	19,329.47	176,073.10	275,000.00	64.03%	98,926.90
10-4403 Civil Site Plan Review Fee	37,607.54	66,640.00	(29,032.46)	387,569.74	800,000.00	48.45%	412,430.26
10-4501 Rezoning Fees	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-4502 ROW Plan Review Fee	0.00	41.67	(41.67)	1,250.00	500.00	250.00%	(750.00)
10-4503 Specific Use Permit	1,000.00	83.33	916.67	3,000.00	1,000.00	300.00%	(2,000.00)
10-4504 Water Meter Fees	161,010.00	0.00	161,010.00	989,294.00	0.00	0.00%	(989,294.00)
10-4809 Penalties and Other Fees	0.00	0.00	0.00	12,048.00	0.00	0.00%	(12,048.00)
License & Permits Totals	466,793.84	247,385.28	219,408.56	3,297,595.00	2,969,800.00	111.04%	(327,795.00)
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	33,320.00	(33,320.00)	125,279.04	400,000.00	31.32%	274,720.96
10-4602 Franchise Tax - Gas	0.00	4,998.00	(4,998.00)	27,514.73	60,000.00	45.86%	32,485.27
10-4603 Telecommunication Fee - Sales	0.00	1,666.00	(1,666.00)	12,679.42	20,000.00	63.40%	7,320.58

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
10-4604 Franchise Fees - Water/Wastewtr	0.00	5,000.00	(5,000.00)	0.00	60,000.00	0.00%	60,000.00
Business & Franchise Totals	0.00	44,984.00	(44,984.00)	165,473.19	540,000.00	30.64%	374,526.81
Grant Income							
10-4803 State & Federal Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grant Income Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment							
10-4915 Investment Fair Value	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized							
10-7906 Other Financing Source - Leases	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	637,492.58	802,862.58	(165,370.00)	10,742,192.12	9,637,600.00	111.46%	(1,104,592.12

10 - General Fund Transfer Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfer Department Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	5,277.21	0.00	0.00%	(5,277.21)
Materials & Supplies	2,750.57	12,370.12	(9,619.55)	76,723.30	148,500.00	51.67%	71,776.70
Personnel Services	56,680.62	86,149.73	(29,469.11)	370,282.20	1,034,190.00	35.80%	663,907.80
Professional/Contract Services	29,538.69	37,660.22	(8,121.53)	155,992.79	452,100.00	34.50%	296,107.21
Services	7,640.55	12,020.36	(4,379.81)	68,045.27	144,300.00	47.16%	76,254.73
Administration Totals	96,610.43	148,200.43	(51,590.00)	676,320.77	1,779,090.00	38.01%	1,102,769.23
10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	221.06	2,682.28	(2,461.22)	16,942.23	32,200.00	52.62%	15,257.77
Personnel Services	14,826.84	26,448.54	(11,621.70)	123,095.15	317,510.00	38.77%	194,414.85
Professional/Contract Services	0.00	1,457.75	(1,457.75)	6,635.71	17,500.00	37.92%	10,864.29
Finance Totals	15,047.90	30,588.57	(15,540.67)	146,673.09	367,210.00	39.94%	220,536.91
10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	25,163.31	11,130.33	14,032.98	83,626.23	133,600.00	62.59%	49,973.77
Personnel Services	123,157.87	166,260.93	(43,103.06)	817,083.53	1,995,930.00	40.94%	1,178,846.47

Professional/Contract Services	540.00	958.33	(418.33)	11,703.52	11,500.00	101.77%	(203.52)
Services	16,321.16	11,328.80	4,992.36	27,614.54	136,000.00	20.30%	108,385.46
Police Totals	165,182.34	189,678.39	(24,496.05)	940,027.82	2,277,030.00	41.28%	1,337,002.18
10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Aimidi Control							
Materials & Supplies	1,863.81	908.01	955.80	3,041.62	10,900.00	27.90%	7,858.38
Personnel Services	7,810.93	11,389.59	(3,578.66)	42,917.07	136,730.00	31.39%	93,812.93
Professional/Contract Services	436.25	649.75	(213.50)	2,597.04	7,800.00	33.30%	5,202.96
Services	83.76	1,965.88	(1,882.12)	1,293.18	23,600.00	5.48%	22,306.82
Animal Control Totals	10,194.75	14,913.23	(4,718.48)	49,848.91	179,030.00	27.84%	129,181.09
10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	458.22	(458.22)	739.40	5,500.00	13.44%	4,760.60
Professional/Contract Services	0.00	833.24	(833.24)	19,890.04	10,000.00	198.90%	(9,890.04)
Emergency Management Totals	0.00	1,291.46	(1,291.46)	20,629.44	15,500.00	133.09%	(5,129.44)
10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,077.27	1,407.77	1,669.50	6,033.58	16,900.00	35.70%	10,866.42
Personnel Services	11,760.26	16,627.47	(4,867.21)	79,225.03	199,610.00	39.69%	120,384.97
Professional/Contract Services	7,643.36	8,596.56	(953.20)	31,243.95	103,200.00	30.28%	71,956.05
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	22,480.89	26,631.80	(4,150.91)	116,502.56	319,710.00	36.44%	203,207.44

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,979.96	10,872.56	(6,892.60)	29,815.78	130,500.00	22.85%	100,684.22
Personnel Services	18,381.03	24,629.29	(6,248.26)	125,668.43	295,670.00	42.50%	170,001.57
Professional/Contract Services	500.12	22,491.07	(21,990.95)	(102,521.41)	270,000.00	(37.97%)	372,521.41
Services	663.60	26,932.49	(26,268.89)	3,915.39	323,200.00	1.21%	319,284.61
Public Works Totals	23,524.71	84,925.41	(61,400.70)	56,878.19	1,019,370.00	5.58%	962,491.81
10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,659.93	7,791.25	(1,131.32)	30,411.00	93,500.00	32.53%	63,089.00
Professional/Contract Services	850.00	10,412.67	(9,562.67)	41,722.53	125,000.00	33.38%	83,277.47
Parks & Recreation Totals	7,509.93	18,203.92	(10,693.99)	72,133.53	218,500.00	33.01%	146,366.47
10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	45.87	1,391.63	(1,345.76)	25,553.98	16,700.00	153.02%	(8,853.98)
Personnel Services	5,674.57	22,146.10	(16,471.53)	36,530.18	265,860.00	13.74%	229,329.82
Professional/Contract Services	142,016.70	59,611.20	82,405.50	678,610.94	715,500.00	94.84%	36,889.06
Services	2,144,234.89	3,023.79	2,141,211.10	2,144,234.89	36,300.00	5906.98%	(2,107,934.89)
Community Development Totals	2,291,972.03	86,172.72	2,205,799.31	2,884,929.99	1,034,360.00	278.91%	(1,850,569.99)
10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	1,258.76	1,216.36	42.40	3,762.45	14,600.00	25.77%	10,837.55
Personnel Services	10,659.55	12,135.96	(1,476.41)	71,228.79	145,690.00	48.89%	74,461.21

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Professional/Contract Services	45,607.50	25,656.50	19,951.00	184,650.12	308,000.00	59.95%	123,349.88
Services	71.88	982.97	(911.09)	1,090.33	11,800.00	9.24%	10,709.67
Fire Marshal/Building Official Totals	57,597.69	39,991.79	17,605.90	260,731.69	480,090.00	54.31%	219,358.31

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	24,951.62	12,500.00	12,451.62	27,108.90	150,000.00	18.07%	122,891.10
Capital and Planning Projects Totals	24,951.62	12,500.00	12,451.62	27,108.90	150,000.00	18.07%	122,891.10
Expense Total	2,715,072.29	653,097.72	2,061,974.57	5,251,784.89	7,839,890.00	66.99%	2,588,105.11

10 - General Fund Transfer Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-00-7000 Transfer to Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-00-7001 Transfer to Vehicle	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfer Department Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	42,144.00	61,476.23	(19,332.23)	279,322.40	738,010.00	37.85%	458,687.60
10-10-5102 Salaries - Part Time	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5106 Social Security/Medicare	3,224.24	4,703.11	(1,478.87)	18,776.92	56,460.00	33.26%	37,683.08
10-10-5107 TMRS	4,817.18	6,763.12	(1,945.94)	31,977.56	81,190.00	39.39%	49,212.44
10-10-5108 Health & Life Insurance	4,696.68	6,997.20	(2,300.52)	27,741.81	84,000.00	33.03%	56,258.19
10-10-5109 Worker's Comp	0.00	478.14	(478.14)	406.08	5,740.00	7.07%	5,333.92
10-10-5110 Texas Workforce Commission	0.00	68.30	(68.30)	0.00	820.00	0.00%	820.00
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	3,599.96	7,200.00	50.00%	3,600.04
10-10-5112 457(b) Reimbursement	1,094.68	1,221.17	(126.49)	7,122.47	14,660.00	48.58%	7,537.53
10-10-5114 Benefits Admin Fees	150.00	42.48	107.52	675.00	510.00	132.35%	(165.00)
10-10-5115 Longevity Pay	0.00	49.98	(49.98)	660.00	600.00	110.00%	(60.00)
10-10-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5121 Payroll Expense/Direct	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5201 Legal Services	629.27	3,332.00	(2,702.73)	6,667.17	40,000.00	16.67%	33,332.83
10-10-5202 Audit Services	0.00	5,831.00	(5,831.00)	2,161.00	70,000.00	3.09%	67,839.00
10-10-5206 Professional Services	9,266.00	10,829.00	(1,563.00)	67,154.19	130,000.00	51.66%	62,845.81
10-10-5207 Building Inspector	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5210 Election Expenses	0.00	666.67	(666.67)	2,000.00	8,000.00	25.00%	6,000.00
10-10-5211 Bank Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5212 Credit Card Processing Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	0.00	583.10	(583.10)	1,146.31	7,000.00	16.38%	5,853.69
10-10-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5215 BCAD Fee	11,541.25	3,873.45	7,667.80	25,037.66	46,500.00	53.84%	21,462.34

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5216 Pest Control Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5217 Professional Cleaning Services	5,200.00	2,332.40	2,867.60	15,800.00	28,000.00	56.43%	12,200.00
10-10-5218 Lawn Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5221 Website Adminstration	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-10-5223 Training & Travel	1,681.69	4,998.00	(3,316.31)	12,103.29	60,000.00	20.17%	47,896.71
10-10-5224 Dues & Subscriptions	70.00	1,832.60	(1,762.60)	12,153.55	22,000.00	55.24%	9,846.45
10-10-5225 Seminars & Meetings	306.51	2,332.40	(2,025.89)	9,019.80	28,000.00	32.21%	18,980.20
10-10-5227 Legislative Affairs	441.44	499.80	(58.36)	441.44	6,000.00	7.36%	5,558.56
10-10-5228 Tax Appraisal & Collection	402.53	41.67	360.86	2,308.38	500.00	461.68%	(1,808.38)
10-10-5301 Office Supplies	164.95	1,666.00	(1,501.05)	2,158.64	20,000.00	10.79%	17,841.36
10-10-5302 Janitorial Supplies	272.57	249.90	22.67	1,676.27	3,000.00	55.88%	1,323.73
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	0.00	416.50	(416.50)	18.00	5,000.00	0.36%	4,982.00
10-10-5310 Postage	0.00	208.25	(208.25)	237.48	2,500.00	9.50%	2,262.52
10-10-5311 Building Repairs &	1,159.77	1,499.40	(339.63)	12,559.88	18,000.00	69.78%	5,440.12
10-10-5312 Recognition,	0.00	416.50	(416.50)	4,334.16	5,000.00	86.68%	665.84
10-10-5314 Computer & Technology	0.00	1,666.00	(1,666.00)	952.19	20,000.00	4.76%	19,047.81
10-10-5315 Computer Software/License	654.98	5,414.50	(4,759.52)	49,577.74	65,000.00	76.27%	15,422.26
10-10-5317 Equipment & Other Rentals	498.30	499.80	(1.50)	2,945.13	6,000.00	49.09%	3,054.87
10-10-5329 Mayor's Special Expense	0.00	166.60	(166.60)	1,477.00	2,000.00	73.85%	523.00
10-10-5330 Miscellaneous	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5331 Signs & Postings	0.00	0.00	0.00	786.81	0.00	0.00%	(786.81)
10-10-5401 Utilities - Electricity	5,548.08	3,748.50	1,799.58	21,351.70	45,000.00	47.45%	23,648.30
10-10-5402 Utilities - Traffic Signals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5403 Utilities - Telephone	1,798.48	1,832.60	(34.12)	10,781.32	22,000.00	49.01%	11,218.68
10-10-5404 Mobile Technology Expense	167.52	149.94	17.58	1,293.31	1,800.00	71.85%	506.69

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5405 Insurance - Liability & Prop	0.00	1,666.00	(1,666.00)	32,604.00	20,000.00	163.02%	(12,604.00)
10-10-5406 Insurance - Windstorm	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-10-5407 Insurance - Vehicles	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
10-10-5409 Utilities - Water/Sewer	0.00	333.33	(333.33)	1,712.31	4,000.00	42.81%	2,287.69
10-10-5412 Utilities - Gas	126.47	100.00	26.47	302.63	1,200.00	25.22%	897.37
10-10-5505 Lease Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5518 Lease Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5630 Furniture & Equipment	0.00	0.00	0.00	5,277.21	0.00	0.00%	(5,277.21)
Administration Totals	96,610.43	148,200.43	(51,590.00)	676,320.77	1,779,090.00	38.01%	1,102,769.23

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	10,019.46	19,149.00	(9,129.54)	88,422.98	229,880.00	38.46%	141,457.02
10-15-5104 Salaries - Overtime	814.29	0.00	814.29	814.29	0.00	0.00%	(814.29)
10-15-5106 Social Security/Medicare	814.26	1,465.24	(650.98)	6,691.37	17,590.00	38.04%	10,898.63
10-15-5107 TMRS	1,191.72	2,106.65	(914.93)	9,944.13	25,290.00	39.32%	15,345.87
10-15-5108 Health & Life Insurance	1,987.11	3,207.05	(1,219.94)	15,624.98	38,500.00	40.58%	22,875.02
10-15-5109 Worker's Comp	0.00	77.46	(77.46)	200.28	930.00	21.54%	729.72
10-15-5110 Texas Workforce Commission	0.00	29.98	(29.98)	234.00	360.00	65.00%	126.00
10-15-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-15-5115 Longevity Pay	0.00	19.99	(19.99)	240.00	240.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	0.00	374.85	(374.85)	923.12	4,500.00	20.51%	3,576.88
10-15-5223 Training & Travel	0.00	1,332.80	(1,332.80)	5,438.08	16,000.00	33.99%	10,561.92
10-15-5224 Dues & Subscriptions	0.00	124.95	(124.95)	1,197.63	1,500.00	79.84%	302.37
10-15-5301 Office Supplies	183.33	208.25	(24.92)	1,672.15	2,500.00	66.89%	827.85
10-15-5309 Uniforms	0.00	41.65	(41.65)	303.45	500.00	60.69%	196.55
10-15-5310 Postage	0.00	58.31	(58.31)	206.70	700.00	29.53%	493.30
10-15-5314 Computer & Technology	0.00	416.50	(416.50)	4,134.77	5,000.00	82.70%	865.23
10-15-5315 Computer Software/License	0.00	1,915.90	(1,915.90)	10,395.86	23,000.00	45.20%	12,604.14
10-15-5317 Equipment & Other Rentals	37.73	41.67	(3.94)	229.30	500.00	45.86%	270.70
Finance Totals	15,047.90	30,588.57	(15,540.67)	146,673.09	367,210.00	39.94%	220,536.91

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	84,318.86	109,111.33	(24,792.47)	553,249.65	1,309,860.00	42.24%	756,610.35
10-20-5102 Salaries - Part Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5104 Salaries - Overtime	3,417.33	8,711.51	(5,294.18)	31,429.75	104,580.00	30.05%	73,150.25
10-20-5106 Social Security/Medicare	6,565.80	8,149.23	(1,583.43)	44,017.82	97,830.00	44.99%	53,812.18
10-20-5107 TMRS	9,911.18	11,717.81	(1,806.63)	65,948.98	140,670.00	46.88%	74,721.02
10-20-5108 Health & Life Insurance	16,579.28	20,408.50	(3,829.22)	96,098.35	245,000.00	39.22%	148,901.65
10-20-5109 Worker's Comp	0.00	4,357.42	(4,357.42)	12,133.24	52,310.00	23.19%	40,176.76
10-20-5110 Texas Workforce Commission	0.00	175.76	(175.76)	195.56	2,110.00	9.27%	1,914.44
10-20-5114 Benefits Admin Fees	0.00	108.29	(108.29)	0.00	1,300.00	0.00%	1,300.00
10-20-5115 Longevity Pay	0.00	109.95	(109.95)	1,260.00	1,320.00	95.45%	60.00
10-20-5117 Certificate Pay	2,365.42	3,411.13	(1,045.71)	12,750.18	40,950.00	31.14%	28,199.82
10-20-5206 Professional Services	0.00	708.33	(708.33)	9,225.68	8,500.00	108.54%	(725.68)
10-20-5222 Investigations	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5224 Dues & Subscriptions	0.00	166.67	(166.67)	405.00	2,000.00	20.25%	1,595.00
10-20-5230 Radio Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5231 Recruiting & Hiring Expense	540.00	83.33	456.67	2,072.84	1,000.00	207.28%	(1,072.84)
10-20-5301 Office Supplies	693.96	250.00	443.96	1,340.22	3,000.00	44.67%	1,659.78
10-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5309 Uniforms	882.83	699.72	183.11	5,999.40	8,400.00	71.42%	2,400.60
10-20-5310 Postage	17.26	16.66	0.60	30.37	200.00	15.19%	169.63
10-20-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5313 Fuel Expense	2,803.39	3,333.33	(529.94)	15,784.02	40,000.00	39.46%	24,215.98
10-20-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5315 Computer Software/License	0.00	0.00	0.00	100.00	0.00	0.00%	(100.00)
10-20-5317 Equipment & Other Rentals	16,722.05	1,790.95	14,931.10	18,631.11	21,500.00	86.66%	2,868.89

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5319 Vehicle Repairs & Maintenance	3,600.07	1,249.50	2,350.57	9,367.88	15,000.00	62.45%	5,632.12
10-20-5320 Traffic Equipment & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5325 Lab Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5326 Radio Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5328 Small Tools & Minor	443.75	3,748.50	(3,304.75)	31,890.08	45,000.00	70.87%	13,109.92
10-20-5330 Miscellaneous	0.00	41.67	(41.67)	483.15	500.00	96.63%	16.85
10-20-5404 Mobile Technology Expense	563.16	666.40	(103.24)	3,317.04	8,000.00	41.46%	4,682.96
10-20-5405 Insurance - Liability & Prop	0.00	999.60	(999.60)	2,576.00	12,000.00	21.47%	9,424.00
10-20-5407 Insurance - Vehicles	0.00	1,332.80	(1,332.80)	5,963.50	16,000.00	37.27%	10,036.50
10-20-5410 Vehicle Replacement Fund	15,758.00	8,330.00	7,428.00	15,758.00	100,000.00	15.76%	84,242.00
Police Totals	165,182.34	189,678.39	(24,496.05)	940,027.82	2,277,030.00	41.28%	1,337,002.18

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	6,195.20	7,018.02	(822.82)	31,119.36	84,250.00	36.94%	53,130.64
10-21-5104 Salaries - Overtime	172.08	258.23	(86.15)	697.21	3,100.00	22.49%	2,402.79
10-21-5106 Social Security/Medicare	487.11	537.28	(50.17)	2,414.03	6,450.00	37.43%	4,035.97
10-21-5107 TMRS	700.41	772.19	(71.78)	3,499.85	9,270.00	37.75%	5,770.15
10-21-5108 Health & Life Insurance	256.13	2,332.40	(2,076.27)	3,631.36	28,000.00	12.97%	24,368.64
10-21-5109 Worker's Comp	0.00	438.99	(438.99)	1,555.26	5,270.00	29.51%	3,714.74
10-21-5110 Texas Workforce Commission	0.00	19.99	(19.99)	0.00	240.00	0.00%	240.00
10-21-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-21-5115 Longevity Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5223 Training & Travel	425.00	416.50	8.50	546.00	5,000.00	10.92%	4,454.00
10-21-5224 Dues & Subscriptions	11.25	25.00	(13.75)	11.25	300.00	3.75%	288.75
10-21-5229 Contractual Services	0.00	208.25	(208.25)	2,039.79	2,500.00	81.59%	460.21
10-21-5301 Office Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-21-5309 Uniforms	783.00	124.95	658.05	827.00	1,500.00	55.13%	673.00
10-21-5310 Postage	0.00	16.67	(16.67)	0.69	200.00	0.35%	199.31
10-21-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5313 Fuel Expense	124.69	499.80	(375.11)	948.17	6,000.00	15.80%	5,051.83
10-21-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5319 Vehicle Repairs & Maintenance	46.16	83.33	(37.17)	291.83	1,000.00	29.18%	708.17
10-21-5328 Small Tools & Minor	909.96	166.60	743.36	973.93	2,000.00	48.70%	1,026.07
10-21-5404 Mobile Technology Expense	83.76	166.60	(82.84)	523.68	2,000.00	26.18%	1,476.32
10-21-5407 Insurance - Vehicles	0.00	133.28	(133.28)	769.50	1,600.00	48.09%	830.50
10-21-5410 Vehicle Replacement Fund	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
Animal Control Totals	10,194.75	14,913.23	(4,718.48)	49,848.91	179,030.00	27.84%	129,181.09

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5223 Training & Travel	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-22-5229 Contractual Services	0.00	416.67	(416.67)	19,890.04	5,000.00	397.80%	(14,890.04)
10-22-5301 Office Supplies	0.00	166.67	(166.67)	739.40	2,000.00	36.97%	1,260.60
10-22-5315 Computer Software/License	0.00	291.55	(291.55)	0.00	3,500.00	0.00%	3,500.00
Emergency Management Totals	0.00	1,291.46	(1,291.46)	20,629.44	15,500.00	133.09%	(5,129.44)

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	8,703.99	10,997.26	(2,293.27)	59,013.86	132,020.00	44.70%	73,006.14
10-25-5104 Salaries - Overtime	14.88	234.90	(220.02)	334.69	2,820.00	11.87%	2,485.31
10-25-5106 Social Security/Medicare	665.89	841.33	(175.44)	4,419.57	10,100.00	43.76%	5,680.43
10-25-5107 TMRS	978.36	1,210.34	(231.98)	6,461.98	14,530.00	44.47%	8,068.02
10-25-5108 Health & Life Insurance	1,221.76	2,915.50	(1,693.74)	7,234.68	35,000.00	20.67%	27,765.32
10-25-5109 Worker's Comp	0.00	44.98	(44.98)	200.28	540.00	37.09%	339.72
10-25-5110 Texas Workforce Commission	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-25-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-25-5115 Longevity Pay	0.00	34.98	(34.98)	420.00	420.00	100.00%	0.00
10-25-5117 Certificate Pay	175.38	299.88	(124.50)	1,139.97	3,600.00	31.67%	2,460.03
10-25-5203 Attorney/Prosecutor Fees	3,750.00	4,165.00	(415.00)	18,750.00	50,000.00	37.50%	31,250.00
10-25-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5209 Judge Fees	3,518.75	4,165.00	(646.25)	11,406.25	50,000.00	22.81%	38,593.75
10-25-5220 Interpreter Services	74.61	99.96	(25.35)	577.70	1,200.00	48.14%	622.30
10-25-5223 Training & Travel	300.00	166.60	133.40	510.00	2,000.00	25.50%	1,490.00
10-25-5301 Office Supplies	0.00	291.55	(291.55)	1,748.07	3,500.00	49.94%	1,751.93
10-25-5308 Jury Trial Expense	287.52	166.60	120.92	625.82	2,000.00	31.29%	1,374.18
10-25-5309 Uniforms	0.00	74.97	(74.97)	0.00	900.00	0.00%	900.00
10-25-5310 Postage	0.00	124.95	(124.95)	510.52	1,500.00	34.03%	989.48
10-25-5314 Computer & Technology	2,756.25	0.00	2,756.25	2,756.25	0.00	0.00%	(2,756.25)
10-25-5315 Computer Software/License	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
10-25-5317 Equipment & Other Rentals	33.50	83.30	(49.80)	392.92	1,000.00	39.29%	607.08
10-25-5408 Fines	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	22,480.89	26,631.80	(4,150.91)	116,502.56	319,710.00	36.44%	203,207.44

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	12,480.00	15,102.29	(2,622.29)	81,972.75	181,300.00	45.21%	99,327.25
10-30-5104 Salaries - Overtime	126.73	833.00	(706.27)	4,634.29	10,000.00	46.34%	5,365.71
10-30-5106 Social Security/Medicare	941.36	1,155.37	(214.01)	6,504.50	13,870.00	46.90%	7,365.50
10-30-5107 TMRS	1,386.74	1,661.83	(275.09)	9,553.20	19,950.00	47.89%	10,396.80
10-30-5108 Health & Life Insurance	3,446.20	4,664.80	(1,218.60)	20,539.36	56,000.00	36.68%	35,460.64
10-30-5109 Worker's Comp	0.00	1,128.71	(1,128.71)	2,138.94	13,550.00	15.79%	11,411.06
10-30-5110 Texas Workforce Commission	0.00	39.15	(39.15)	85.39	470.00	18.17%	384.61
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	19.99	(19.99)	240.00	240.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	0.00	666.40	(666.40)	1,350.00	8,000.00	16.88%	6,650.00
10-30-5219 Roads, Bridges & Drainage	0.00	21,658.00	(21,658.00)	(104,476.53)	260,000.00	(40.18%)	364,476.53
10-30-5223 Training & Travel	0.00	166.67	(166.67)	105.00	2,000.00	5.25%	1,895.00
10-30-5229 Contractual Services	500.12	0.00	500.12	500.12	0.00	0.00%	(500.12)
10-30-5301 Office Supplies	86.31	249.90	(163.59)	86.29	3,000.00	2.88%	2,913.71
10-30-5309 Uniforms	0.00	333.20	(333.20)	860.65	4,000.00	21.52%	3,139.35
10-30-5311 Building Repairs &	248.00	666.67	(418.67)	4,905.67	8,000.00	61.32%	3,094.33
10-30-5313 Fuel Expense	276.96	999.60	(722.64)	3,111.68	12,000.00	25.93%	8,888.32
10-30-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5317 Equipment & Other Rentals	435.49	1,000.00	(564.51)	522.50	12,000.00	4.35%	11,477.50
10-30-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5319 Vehicle Repairs & Maintenance	14.00	208.33	(194.33)	2,322.95	2,500.00	92.92%	177.05
10-30-5321 Public Works Maintenance	950.00	2,083.33	(1,133.33)	10,958.65	25,000.00	43.83%	14,041.35
10-30-5322 Special Road Work	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-30-5328 Small Tools & Minor	823.71	333.20	490.51	3,869.20	4,000.00	96.73%	130.80
10-30-5331 Signs & Postings	1,145.49	833.33	312.16	3,178.19	10,000.00	31.78%	6,821.81
10-30-5401 Utilities - Electricity	621.72	833.33	(211.61)	2,705.72	10,000.00	27.06%	7,294.28

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5404 Mobile Technology Expense	41.88	99.96	(58.08)	372.67	1,200.00	31.06%	827.33
10-30-5407 Insurance - Vehicles	0.00	333.20	(333.20)	837.00	4,000.00	20.93%	3,163.00
10-30-5410 Vehicle Replacement Fund	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
10-30-5413 Residential Garbage Subsidy	0.00	24,000.00	(24,000.00)	0.00	288,000.00	0.00%	288,000.00
Public Works Totals	23,524.71	84,925.41	(61,400.70)	56,878.19	1,019,370.00	5.58%	962,491.81

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5217 Professional Cleaning Services	850.00	416.67	433.33	2,600.00	5,000.00	52.00%	2,400.00
10-32-5229 Contractual Services	0.00	9,996.00	(9,996.00)	39,122.53	120,000.00	32.60%	80,877.47
10-32-5301 Office Supplies	0.00	249.90	(249.90)	1,074.61	3,000.00	35.82%	1,925.39
10-32-5309 Uniforms	0.00	208.25	(208.25)	402.10	2,500.00	16.08%	2,097.90
10-32-5317 Equipment & Other Rentals	0.00	583.10	(583.10)	97.94	7,000.00	1.40%	6,902.06
10-32-5323 Park Improvements	0.00	0.00	0.00	3,000.00	0.00	0.00%	(3,000.00)
10-32-5324 Park Maintenance	6,659.93	6,666.67	(6.74)	25,836.35	80,000.00	32.30%	54,163.65
10-32-5330 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	7,509.93	18,203.92	(10,693.99)	72,133.53	218,500.00	33.01%	146,366.47

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,969.60	15,378.01	(11,408.41)	25,509.60	184,610.00	13.82%	159,100.40
10-35-5104 Salaries - Overtime	0.00	157.43	(157.43)	36.30	1,890.00	1.92%	1,853.70
10-35-5106 Social Security/Medicare	297.10	1,177.02	(879.92)	1,943.10	14,130.00	13.75%	12,186.90
10-35-5107 TMRS	436.66	1,691.82	(1,255.16)	2,849.66	20,310.00	14.03%	17,460.34
10-35-5108 Health & Life Insurance	971.21	3,498.60	(2,527.39)	5,731.38	42,000.00	13.65%	36,268.62
10-35-5109 Worker's Comp	0.00	149.94	(149.94)	100.14	1,800.00	5.56%	1,699.86
10-35-5110 Texas Workforce Commission	0.00	39.15	(39.15)	0.00	470.00	0.00%	470.00
10-35-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-35-5115 Longevity Pay	0.00	29.98	(29.98)	360.00	360.00	100.00%	0.00
10-35-5206 Professional Services	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	7,773.08	75,000.00	10.36%	67,226.92
10-35-5223 Training & Travel	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-35-5232 Early Plat - Admin Fee	53,242.76	5,331.20	47,911.56	265,846.07	64,000.00	415.38%	(201,846.07)
10-35-5233 Eng Svc: Permits/Inspections	77,526.57	29,155.00	48,371.57	269,462.15	350,000.00	76.99%	80,537.85
10-35-5234 Eng Svc: Plan Review	0.00	8,333.33	(8,333.33)	90,699.03	100,000.00	90.70%	9,300.97
10-35-5235 Eng Svc: Platting	11,247.37	6,250.00	4,997.37	44,830.61	75,000.00	59.77%	30,169.39
10-35-5301 Office Supplies	0.00	83.30	(83.30)	321.24	1,000.00	32.12%	678.76
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5315 Computer Software/License	0.00	1,250.00	(1,250.00)	25,000.00	15,000.00	166.67%	(10,000.00)
10-35-5317 Equipment & Other Rentals	45.87	41.67	4.20	232.74	500.00	46.55%	267.26
10-35-5411 TIF Fund/MUD 31 Payable	2,144,234.89	3,023.79	2,141,211.10	2,144,234.89	36,300.00	5906.98%	(2,107,934.89
Community Development Totals	2,291,972.03	86,172.72	2,205,799.31	2,884,929.99	1,034,360.00	278.91%	(1,850,569.99

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	8,145.60	8,780.65	(635.05)	53,463.36	105,410.00	50.72%	51,946.64
10-36-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5106 Social Security/Medicare	610.34	672.23	(61.89)	4,032.21	8,070.00	49.97%	4,037.79
10-36-5107 TMRS	896.02	966.28	(70.26)	5,907.40	11,600.00	50.93%	5,692.60
10-36-5108 Health & Life Insurance	1,007.59	1,166.20	(158.61)	5,969.46	14,000.00	42.64%	8,030.54
10-36-5109 Worker's Comp	0.00	518.95	(518.95)	1,616.36	6,230.00	25.94%	4,613.64
10-36-5110 Texas Workforce Commission	0.00	9.99	(9.99)	0.00	120.00	0.00%	120.00
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	14.99	(14.99)	240.00	180.00	133.33%	(60.00)
10-36-5207 Building Inspector	45,607.50	24,990.00	20,617.50	184,320.00	300,000.00	61.44%	115,680.00
10-36-5223 Training & Travel	0.00	416.50	(416.50)	235.41	5,000.00	4.71%	4,764.59
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	94.71	3,000.00	3.16%	2,905.29
10-36-5301 Office Supplies	0.00	83.30	(83.30)	371.30	1,000.00	37.13%	628.70
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-36-5309 Uniforms	0.00	125.00	(125.00)	424.94	1,500.00	28.33%	1,075.06
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	263.81	250.00	13.81	1,477.42	3,000.00	49.25%	1,522.58
10-36-5319 Vehicle Repairs & Maintenance	0.00	166.60	(166.60)	184.94	2,000.00	9.25%	1,815.06
10-36-5328 Small Tools & Minor	994.95	249.90	745.05	1,303.85	3,000.00	43.46%	1,696.15
10-36-5404 Mobile Technology Expense	71.88	83.33	(11.45)	471.33	1,000.00	47.13%	528.67
10-36-5407 Insurance - Vehicles	0.00	66.64	(66.64)	619.00	800.00	77.38%	181.00
10-36-5410 Vehicle Replacement Fund	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Fire Marshal/Building Official Totals	57,597.69	39,991.79	17,605.90	260,731.69	480,090.00	54.31%	219,358.31

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	18,700.00	0.00	18,700.00	20,400.00	0.00	0.00%	(20,400.00)
10-90-5620 Building Purchase,	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5620 Building Purchase,	6,251.62	0.00	6,251.62	6,708.90	0.00	0.00%	(6,708.90)
10-90-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5640 Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5650 Vehicles & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
10-90-5690 Capital Outlay - Lease	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital and Planning Projects Totals	24,951.62	12,500.00	12,451.62	27,108.90	150,000.00	18.07%	122,891.10
Expense Totals	2,715,072.29	653,097.72	2,061,974.57	5,251,784.89	7,839,890.00	66.99%	2,588,105.11

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Investment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	17,400.65	0.00	17,400.65	106,837.29	0.00	0.00%	(106,837.29)
Revenue Totals	17,400.65	0.00	17,400.65	106,837.29	0.00	0.00%	(106,837.29)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)

Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
0.00	0.00	0.00	0.00	0.00	0.00%	0.00
0.00	0.00	0.00	0.00	0.00	0.00%	0.00
0.00	0.00	0.00	0.00	0.00	0.00%	0.00
0.00	0.00	0.00	0.00	0.00	0.00%	0.00
0.00	0.00	0.00	0.00	0.00	0.00%	0.00
17,400.65	0.00	17,400.65	106,837.29	0.00	0.00%	(106,837.29)
17,400.65	0.00	17,400.65	106,837.29	0.00	0.00%	(106,837.29)
17,400.65	0.00	17,400.65	106,837.29	0.00	0.00%	(106,837.29)
	0.00 0.00 0.00 0.00 0.00 17,400.65	Month Actual Month Budget 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 17,400.65 0.00 17,400.65 0.00	Month Actual Month Budget Variance 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 17,400.65 0.00 17,400.65 17,400.65 0.00 17,400.65	Month Actual Month Budget Variance Actual 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 17,400.65 0.00 17,400.65 106,837.29 17,400.65 0.00 17,400.65 106,837.29	Month Actual Month Budget Variance Actual Budget 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 17,400.65 0.00 17,400.65 106,837.29 0.00 17,400.65 0.00 17,400.65 106,837.29 0.00	Month Actual Month Budget Variance Actual Budget Budget 0.00 0.00 0.00 0.00 0.00 0.00% 0.00 0.00 0.00 0.00 0.00 0.00% 0.00 0.00 0.00 0.00 0.00 0.00% 0.00 0.00 0.00 0.00 0.00 0.00% 17,400.65 0.00 17,400.65 106,837.29 0.00 0.00% 17,400.65 0.00 17,400.65 106,837.29 0.00 0.00%

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)
Administration Totals	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)
Expense Total	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5229 Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5301 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
12-10-5403 Utilities - Telephone	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5405 Insurance - Liability & Prop	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5409 Utilities - Water/Sewer	61.28	0.00	61.28	88.32	0.00	0.00%	(88.32)
12-10-5412 Utilities - Gas	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5510 Bond Issuance Cost	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)
Expense Totals	61.28	0.00	61.28	3,543.93	0.00	0.00%	(3,543.93)

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	23,914.67	21,991.20	1,923.47	265,737.92	264,000.00	100.66%	(1,737.92)
Miscellaneous	1,692.03	1,666.67	25.36	10,300.05	20,000.00	51.50%	9,699.95
Revenue Totals	25,606.70	23,657.87	1,948.83	276,037.97	284,000.00	97.20%	7,962.03
Expense Summary							
Personnel Services	8,706.81	11,078.89	(2,372.08)	67,460.10	133,000.00	50.72%	65,539.90
Professional/Contract Services	2,514.50	3,082.10	(567.60)	23,837.36	37,000.00	64.43%	13,162.64
Materials & Supplies	3,547.20	9,925.56	(6,378.36)	60,653.72	119,150.00	50.91%	58,496.28
Capital Outlay	4,548.00	4,165.00	383.00	8,033.44	50,000.00	16.07%	41,966.56
Expense Totals	19,316.51	28,251.55	(8,935.04)	159,984.62	339,150.00	47.17%	179,165.38

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	23,914.67	21,991.20	1,923.47	265,737.92	264,000.00	100.66%	(1,737.92)
Sales Tax Totals	23,914.67	21,991.20	1,923.47	265,737.92	264,000.00	100.66%	(1,737.92)
Miscellaneous							
20-4910 Interest Income	1,692.03	1,666.67	25.36	10,300.05	20,000.00	51.50%	9,699.95
Miscellaneous Totals	1,692.03	1,666.67	25.36	10,300.05	20,000.00	51.50%	9,699.95
Revenue Totals	25,606.70	23,657.87	1,948.83	276,037.97	284,000.00	97.20%	7,962.03

20 - Crime Control and Prevention Distr Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	4,548.00	4,165.00	383.00	8,033.44	50,000.00	16.07%	41,966.56
Materials & Supplies	3,547.20	9,925.56	(6,378.36)	60,653.72	119,150.00	50.91%	58,496.28
Personnel Services	8,706.81	11,078.89	(2,372.08)	67,460.10	133,000.00	50.72%	65,539.90
Professional/Contract Services	2,514.50	3,082.10	(567.60)	23,837.36	37,000.00	64.43%	13,162.64
Police Totals	19,316.51	28,251.55	(8,935.04)	159,984.62	339,150.00	47.17%	179,165.38
Expense Total	19,316.51	28,251.55	(8,935.04)	159,984.62	339,150.00	47.17%	179,165.38

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5101 Salaries - Full Time	6,281.80	6,758.96	(477.16)	45,802.48	81,140.00	56.45%	35,337.52
20-20-5104 Salaries - Overtime	0.00	666.40	(666.40)	1,383.30	8,000.00	17.29%	6,616.70
20-20-5106 Social Security/Medicare	484.56	517.29	(32.73)	3,511.41	6,210.00	56.54%	2,698.59
20-20-5107 TMRS	706.24	743.86	(37.62)	5,158.32	8,930.00	57.76%	3,771.68
20-20-5108 Health & Life Insurance	1,095.75	2,332.40	(1,236.65)	10,695.90	28,000.00	38.20%	17,304.10
20-20-5109 Worker's Comp	0.00	27.50	(27.50)	300.42	330.00	91.04%	29.58
20-20-5110 Texas Workforce Commission	0.00	19.99	(19.99)	54.43	240.00	22.68%	185.57
20-20-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
20-20-5115 Longevity Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5117 Certificate Pay	138.46	0.00	138.46	553.84	0.00	0.00%	(553.84)
20-20-5206 Professional Services	74.50	1,041.25	(966.75)	11,460.80	12,500.00	91.69%	1,039.20
20-20-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5222 Investigations	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
20-20-5223 Training & Travel	2,440.00	1,249.50	1,190.50	7,156.56	15,000.00	47.71%	7,843.44
20-20-5230 Radio Service	0.00	541.45	(541.45)	5,220.00	6,500.00	80.31%	1,280.00
20-20-5301 Office Supplies	0.00	166.60	(166.60)	754.90	2,000.00	37.75%	1,245.10
20-20-5303 Public Education & Training	688.95	1,050.41	(361.46)	3,800.74	12,610.00	30.14%	8,809.26
20-20-5307 Investigation Supplies	2,267.25	1,332.80	934.45	2,330.34	16,000.00	14.56%	13,669.66
20-20-5309 Uniforms	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5314 Computer & Technology	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
20-20-5315 Computer Software/License	591.00	1,627.68	(1,036.68)	17,284.02	19,540.00	88.45%	2,255.98
20-20-5316 Equipment Repair/Parts	0.00	416.67	(416.67)	592.50	5,000.00	11.85%	4,407.50
20-20-5317 Equipment & Other Rentals	0.00	3,581.90	(3,581.90)	35,483.91	43,000.00	82.52%	7,516.09
20-20-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5328 Small Tools & Minor	0.00	416.50	(416.50)	407.31	5,000.00	8.15%	4,592.69
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5650 Vehicles & Machinery	4,548.00	4,165.00	383.00	8,033.44	50,000.00	16.07%	41,966.56
Police Totals	19,316.51	28,251.55	(8,935.04)	159,984.62	339,150.00	47.17%	179,165.38
Expense Totals	19,316.51	28,251.55	(8,935.04)	159,984.62	339,150.00	47.17%	179,165.38

30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	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							
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00
Expense Totals	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00

30 - Capital Improvements Plan Fund (Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Total	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

30 - Capital Improvements Plan Fund (Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
304121 Delinquent Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
304910 Interest Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-4120 Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	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

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00
Expense Total	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5221 Website Adminstration	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5501 Debt Principal	345,000.00	82,442.01	262,557.99	345,000.00	989,700.00	34.86%	644,700.00
30-10-5502 Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5503 Long Term Debt Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5504 Paying Agent Fee	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5507 Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5510 Bond Issuance Cost	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5511 Interest on Bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5513 Interest on Debt	322,315.00	0.00	322,315.00	644,630.00	0.00	0.00%	(644,630.00)
30-10-5514 Amortization of Bonds & Other	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5515 Amortization of Premium &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5519 Interest Expenditures	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5520 MUD 55 Debt Adjustment	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
30-10-5521 MUD 31 Rebate Payment	0.00	58,310.00	(58,310.00)	0.00	700,000.00	0.00%	700,000.00
Adminstration Totals	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00
Expense Totals	667,315.00	149,085.34	518,229.66	989,630.00	1,789,700.00	55.30%	800,070.00

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grant Income	16,820.00	0.00	16,820.00	16,820.00	0.00	0.00%	(16,820.00)
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	16,820.00	0.00	16,820.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Not Categorized							
35-4230 Impact Study	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous							
35-4802 TWDB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
35-4806 TWDB Revenues	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grant Income							
35-4803 GLO Grant Funds	16,820.00	0.00	16,820.00	16,820.00	0.00	0.00%	(16,820.00)
Grant Income Totals	16,820.00	0.00	16,820.00	16,820.00	0.00	0.00%	(16,820.00)
Transfers							
35-8000 Transfer In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	16,820.00	0.00	16,820.00	16,820.00	0.00	0.00%	(16,820.00)

35 - Capital Improvements Plan Fund (Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Administration Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Total	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

35 - Capital Improvements Plan Fund (Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
35-10-5213 Legal Notices Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
35-10-5239 TWDB Share of Expenditures	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
35-10-5660 Contingency/Reserves	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

4/3/2025 1

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
License & Permits	0.00	0.00	0.00	194,990.00	0.00	0.00%	(194,990.00)
Revenue Totals	0.00	0.00	0.00	194,990.00	0.00	0.00%	(194,990.00)

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
37-4807 Neighborhood Parkland Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
37-4808 Regional Parkland Revenue	0.00	0.00	0.00	194,990.00	0.00	0.00%	(194,990.00)
License & Permits Totals	0.00	0.00	0.00	194,990.00	0.00	0.00%	(194,990.00)
Revenue Totals	0.00	0.00	0.00	194,990.00	0.00	0.00%	(194,990.00)

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	1,150.02	0.00	1,150.02	5,405.97	0.00	0.00%	(5,405.97)
Revenue Totals	1,150.02	0.00	1,150.02	5,405.97	0.00	0.00%	(5,405.97)
Expense Summary							
Materials & 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

4/3/2025 1

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	1,150.02	0.00	1,150.02	5,405.97	0.00	0.00%	(5,405.97)
Fines & Forfeitures Totals	1,150.02	0.00	1,150.02	5,405.97	0.00	0.00%	(5,405.97)
Revenue Totals	1,150.02	0.00	1,150.02	5,405.97	0.00	0.00%	(5,405.97)

40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Total	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
40-25-5332 Court Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	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

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	1,403.05	0.00	1,403.05	6,616.62	0.00	0.00%	(6,616.62)
Revenue Totals	1,403.05	0.00	1,403.05	6,616.62	0.00	0.00%	(6,616.62)
Expense Summary							
Materials & 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

4/3/2025 1

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	1,403.05	0.00	1,403.05	6,616.62	0.00	0.00%	(6,616.62)
Fines & Forfeitures Totals	1,403.05	0.00	1,403.05	6,616.62	0.00	0.00%	(6,616.62)
Revenue Totals	1,403.05	0.00	1,403.05	6,616.62	0.00	0.00%	(6,616.62)

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Total	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
41-25-5333 Court Security	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	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

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,291.38	0.00	1,291.38	7,861.16	0.00	0.00%	(7,861.16)
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	1,291.38	0.00	1,291.38	7,861.16	0.00	0.00%	(7,861.16)
Expense Summary							
Capital Outlay	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)
Expense Totals	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)

City of Iowa Colony Financial Statement As of March 31, 2025

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4000 Vehicle Replacement Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
50-4910 Interest Income	1,291.38	0.00	1,291.38	7,861.16	0.00	0.00%	(7,861.16)
Miscellaneous Totals	1,291.38	0.00	1,291.38	7,861.16	0.00	0.00%	(7,861.16)
Transfers							
50-8000 Transfer In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	1,291.38	0.00	1,291.38	7,861.16	0.00	0.00%	(7,861.16)

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)
Administration Totals	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)
Expense Total	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)

City of Iowa Colony Financial Statement As of March 31, 2025

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
50-10-5650 Vehicles & Machinery	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)
Administration Totals	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)
Expense Totals	0.00	0.00	0.00	3,513.44	0.00	0.00%	(3,513.44)

Technology Department

• Domain Controller Upgrade:

o Upgraded the city's primary Domain Controller to a modern server operating system, aligning with available licensing resources and improving infrastructure stability and security. This upgrade replaced legacy architecture with a supported, high-performance platform, mitigating vulnerabilities tied to outdated systems. The transition also supported improved integration with other cloud services and administrative tools, streamlining domain-level controls and future automation potential.

Permitting and Financial System Integration:

Advanced integration efforts between permitting and financial software systems, documenting permit codes and exploring automation options to improve data accuracy and reduce manual reconciliation tasks. This initiative aimed to bridge communication gaps between departments and reduce human error in accounting processes related to permits. By investigating CSV-based workflows and outlining reconciliation procedures, this foundational work supports future automation and operational efficiency.

• Cybersecurity Leadership and Threat Response:

Led city-wide cybersecurity initiatives, participating in a multi-hour security audit, issuing alerts on phishing and QR code scams, and taking proactive steps to block external threats targeting municipal accounts. The security audit provided valuable insight into system vulnerabilities and improvement areas, with recommendations that are being used to strengthen the city's posture. Proactive user education through alerts and preventative account controls were instrumental in reducing the likelihood of successful attacks during a wave of targeted threats.

Technology Department

(Continued)

• Cost-Effective Video Redaction Workstation Design:

o Engineered a cost-effective solution for video redaction by designing a dedicated physical workstation, replacing an \$8,000 third-party quote with a custom-built configuration priced under \$4,500, including warranty coverage. This addressed GPU passthrough limitations in virtual infrastructure and ensured compatibility with specialized software required by law enforcement. The proposed build emphasized thermal stability, future expandability, and compliance with performance standards. The cost savings and technical advantages offered a practical alternative to more expensive turnkey systems.

• Technology Modernization Presentation to Leadership:

o Presented key modernization projects to leadership, including updated network topology mapping, website redevelopment strategy, and chat-based communication platforms. Visual aids and planning documents were used to demonstrate current infrastructure layout, user experience bottlenecks, and opportunities for streamlining public engagement. Leadership authorized the progression of the website redevelopment while deciding to defer implementation of chatbot features until further evaluation. This direction allows the city to modernize its digital presence while pacing technology adoption in line with staff and citizen needs.

• Continuity Maintained During Regional Internet Outage:

o Ensured uninterrupted operations during a regional internet outage by implementing a dual-provider failover configuration. When the primary internet provider experienced a widespread fiber line cut, traffic automatically rerouted through the backup connection with no disruption to daily city operations. This demonstrated the success of the city's resilience planning and infrastructure design. The deployment highlights a key milestone in improving up-time reliability for essential services across departments.



City Of Iowa Colony

Operations Report for the meeting held on April 14th, 2025.

Management Report Summary

1. Maintenance & Repairs:

Wastewater Treatment Plant

- WWTP#1 Non pot pump locked up. Ordered and installed a new one.
- ii. WWTP#1 Replaced rubber on skimmer arm for clarifier #2.
- iii. WWTP#1 Jett truck cleared scum line for clarifier #2
- iv. WWTP #1 Vactor truck work to clean headworks and chlorine contact chambers.

Lift Station

i. LS#1 – Pulled both lift pumps to clear out debris on 2 occasions.

Water Distribution

- i. 2407 Night Emerald Dr Excavation to replace leaking tapline.
- ii. IN District Repaired backflow preventer and irrigation booster pump at City Park.
- iii. In District Performed monthly end of line flushing.

Water Plant

i. WW#2 – Installed new control monitor for chlorine room.

Storm Sewer Collection

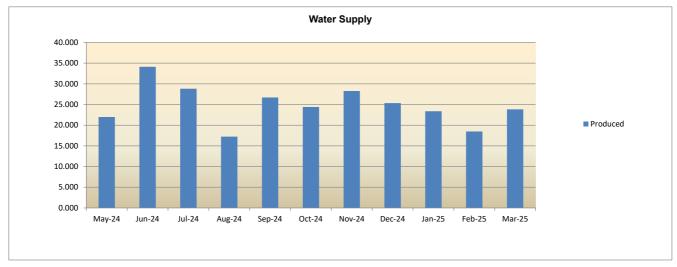
- i. 2810 Sapphire Hills Dr Broke out sidewalk and raised manhole to grade.
- ii. 2534 Night Emerald Dr Broke out sidewalk and raised manhole to grade.
- iii. In District 14 jobs to reseal throats of storm manholes.

Sanitary Sewer

i. 2003 Tioga View Dr – Broke out sidewalk and set manhole to grade.

City of Iowa Colony Accountability Report

Billing Period	Produced	Purchased I/C	Purchased I/C BFB3	Total Supplied	Metered COIC	Metered B032	Unmetered	Repairs	Accountability	Four month average
04/11/24 - 05/10/24	21.993	0.000	0.000	21.993	11.768	5.834	0.715	2.500	94.65%	96.46%
05/11/24 - 06/10/24	34.122	0.000	0.000	34.122	26.725	6.022	0.387	0.000	97.10%	96.22%
06/11/24 - 07/11/24	28.807	0.000	0.000	28.807	20.639	6.861	0.167	0.000	96.04%	95.60%
07/12/24 - 08/08/24	17.237	3.300	0.000	20.537	15.248	4.943	0.252	0.000	99.54%	96.84%
08/09/24 - 09/09/24	26.704	0.000	0.000	26.704	16.939	7.376	0.220	0.000	91.88%	96.14%
09/10/24 - 10/07/24	24.399	0.000	0.000	24.399	16.249	8.421	0.221	0.000	102.02%	97.37%
10/08/24 - 11/07/24	28.274	0.000	0.000	28.274	28.731	0.000	0.930	0.000	104.91%	99.59%
11/08/24 - 12/13/24	25.346	0.000	0.000	25.346	24.342	0.000	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	0.000	23.375	25.499	0.000	0.054	0.000	109.32%	103.44%
01/11/25 - 02/07/25	18.476	0.000	0.000	18.476	20.269	0.000	0.261	0.000	111.12%	105.72%
02/08/25 - 03/11/25	23.825	0.000	0.000	23.825	24.223	0.000	0.259	0.000	102.76%	105.18%

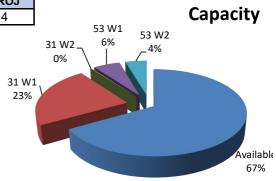




			MAR	CH 2025 PI	UMPAGE X	1,000 GALS	3			
	B031	B031	B053	B053		·				
Date	Well 1	Well 2	Well 1	Well 2	Total	Capacity	Purch	From	Sold	То
1	672	0	134	118	924	34.3%			0	B053
2	694	0	142	149	985	36.6%			0	B053
3	524	0	127	116	767	28.5%				B053
4	512	0	117	104	733	27.2%				B053
5	515	46	117	8	686	25.5%				B053
6	619	0	135	118	872	32.4%				B053
7	530	0	93	107	730	27.1%				B053
8	551	0	122	109	782	29.0%				B053
9	693	0	172	109	974	36.2%				B053
10	674	49	132	130	985	36.6%				B053
11	634	0	138	147	919	34.1%				B053
12	370	0	159	141	670	24.9%				B053
13	922	0	136	128	1,186	44.0%				B053
14	731	0	182	137	1,050	39.0%				B053
15	555	0	126	142	823	30.6%				B053
16	969	0	268	215	1,452	53.9%				B053
17	883	31	220	147	1,281	47.6%				B053
18	616	0	172	172	960	35.7%				B053
19	727	0	210	175	1,112	41.3%			0	B053
20	764	0	198	131	1,093	40.6%			0	B053
21	756	0	188	158	1,102	40.9%				B053
22	886	0	199	182	1,267	47.1%			0	B053
23	672	0	232	135	1,039	38.6%				B053
24	1,049	0	209	162	1,420	52.7%			0	B053
25	969	0	240	124	1,333	49.5%			0	B053
26	626	0	187	170	983	36.5%			0	B053
27	558	0	135	116	809	30.0%				B053
28	458	0	102	110	670	24.9%			0	B053
29	706	0	169	123	998	37.1%			0	B053
30	734	0	184	140	1,058	39.3%			0	B053
31	887	45	222	153	1,307	48.5%				
TOTAL:	21,456	171	5,167	4,176	30,970		0		0	

BC31	PERMIT TERM	GALLONS	PERMIT	MONTHS	
PERMIT	2/1/25 - 1/31/26	PUMPED	USED	AVAIL	PROJ
325,000	x 1,000 gallons	54,525	17%	0	60
BC53	PERMIT TERM	GALLONS	PERMIT	MONTHS	
PERMIT	11/1/24 - 10/31/25	PUMPED	USED	AVAIL	PROJ
120 000	x 1.000 gallons	64 017	53%	7	4

WATER WELL	PRODUCT GPM		DAILY CAPACITY
BC31 1	12/6/24	1279	1,842
BC31 2	12/6/24	625	851
BC53 1	12/6/24	541	779
BC53 2	11/20/24	600	864
TOTAL			2,693

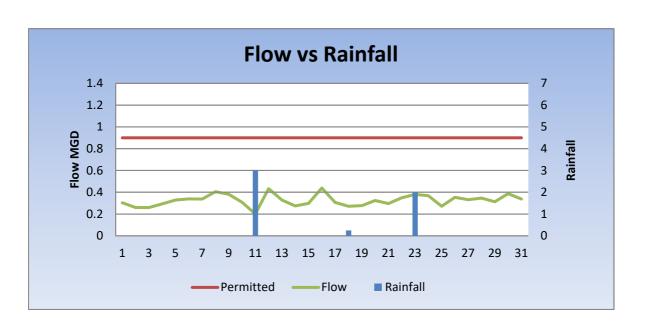


Permit # 14546-001 Design: 0.900 MGD

Expires: 6/26/2024 Utilized 44.3%

PARAMETER		UNITS	PERMIT LIMITS	Feb-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / I	4.0	6.8	0
pH:	Min	S.U.	6.0	7.1	0
pH:	Max	S.U.	9.0	7.2	0
Total Suspended Solids:	Avg	lbs / day	113.0	12.6	0
Total Suspended Solids:	Avg	mg / I	15.0	4.5	0
Total Suspended Solids:	Max	mg / I	40.0	8.2	0
Ammonia:	Avg	lbs / day	23.0	0.6	0
Ammonia:	Avg	mg / I	3.0	0.2	0
Ammonia:	Max	mg / I	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.40	0
2-Hour Peak Flow:	Max	gpm	3.60	0.71	0
Chlorine:	Min	mg / I	1.0	1.6	0
Chlorine:	Max	mg / I	4.0	3.8	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	75.0	8.8	0
CBOD:	Avg	mg / I	10.0	3.1	0
CBOD:	Max	mg / I	25.0	4.7	0

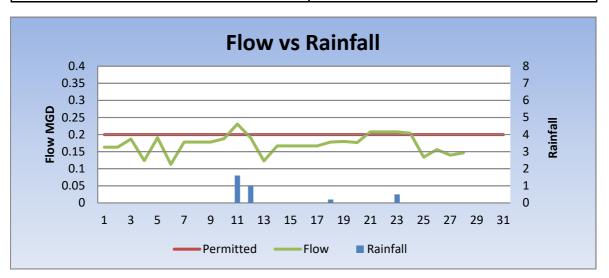
	Permit Excursions:	0	Sanitary Sewer Overflows:	0
Г	Rainfall:	5.25	SSO Gallons:	0



Permit # 15714-001 Design: 0.200 MGD Expires: 7/30/2024 Utilized 86.0%

PARAMETER		UNITS	PERMIT LIMITS	Feb-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / I	4.0	6.87	0
pH:	Min	S.U.	6.0	7.16	0
pH:	Max	S.U.	9.0	7.24	0
Total Suspended Solids:	Avg	lbs / day	25.0	13.70	0
Total Suspended Solids:	Avg	mg / I	15.0	11.60	0
Total Suspended Solids:	Max	mg / I	60.0	13.30	0
Ammonia:	Avg	lbs / day	5.0	0.23	0
Ammonia:	Avg	mg / I	3.0	0.20	0
Ammonia:	Max	mg / I	15.0	0.20	0
Flow:	Avg	M.G.D.	0.200	0.172	0
2-Hour Peak Flow:	Max	gpm	0.800	0.231	0
Chlorine:	Min	mg / I	1.0	1.23	0
Chlorine:	Max	mg / I	4.0	1.95	0
E.coli:	Avg	CFU/100ml	126.0	21.0	0
E.coli:	Max	CFU/100ml	399.0	21.0	0
CBOD:	Avg	lbs / day	17.0	4.70	0
CBOD:	Avg	mg / I	10.0	4.10	0
CBOD:	Max	mg / I	35.0	5.20	0

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



City of Iowa Colony Customer Billing Report

	M	larch 11, 2025	Fe	ebruary 11, 202 <u>5</u>	<u>Ja</u> ı	nuary 11, 202 <u>5</u>
Beginning Date		2/27/2025		1/28/2025		12/27/2024
Closing Date		3/27/2025		2/26/2025		1/27/2025
Collected Amount						
Penalty	\$	3,361.45	\$	4,829.12	\$	7,523.50
Water	\$	118,796.78	\$	151,331.64	\$	155,232.97
Sewer	\$	95,288.72	\$	99,573.82	\$	103,183.31
Garbage Tax	\$	6,861.28	\$	6,924.42	\$	6,127.32
Garbage Collection Fees	\$	82,950.94	\$	84,809.88	\$	75,715.68
Franchise	\$	10,762.08	\$	12,275.34	\$	11,260.44
Voluntary Fire	\$	6,949.17	\$	7,098.11	\$	6,946.10
Grease Trap	\$	2,154.00	\$	1,742.00	\$	1,998.55
Deposit	\$	13,312.00	\$	7,092.50	\$	6,062.50
Transfer Fee	\$	5,203.00	\$	2,565.00	\$	1,801.00
Miscellaneous	\$	11,322.57	\$	13,352.74	\$	14,349.25
TOTAL COLLECTED	\$	356,961.99	\$	391,594.57	\$	390,200.62
OVERPAYMENT	\$	12,687.86	\$	25,337.32	\$	17,472.21
TOTAL COLLECTED	\$	369,649.85	\$	416,931.89	\$	407,672.83
Billed Amounts						
Water	\$	142,656.20	\$	131,855.26	\$	143,638.24
Sewer	\$	102,035.19	\$	100,056.67	\$	96,784.16
Garbage Tax	\$	7,429.96	\$	7,300.00	\$	7,194.00
Garbage	\$	89,382.00	\$	88,270.07	\$	87,073.97
Franchise Fee	\$	12,157.04	\$	11,524.16	\$	12,019.12
Voluntary Fire	\$	10,923.00	\$	10,734.00	\$	10,572.00
Grease Trap	\$	2,010.00	\$	2,010.00	\$	2,010.00
Deposit	\$	15,550.00	\$	15,750.00	\$	3,375.00
Transfer Fee	\$	5,765.00	\$	6,005.00	\$	1,545.00
Miscellaneous	\$	4,669.96	\$	2,857.15	\$	1,500.00
TOTAL BILLED	\$	392,578.35	\$	376,362.31	\$	365,711.49
Aged Receivables						
30 Days Arrears	\$	54,026.52	\$	42,179.85	\$	74,088.65
60 Days Arrears	\$	19,528.82	\$	21,728.35	\$	19,958.00
90 Days Arrears	\$	6,560.25	\$	7,303.51	\$	9,775.99
Over 120 Days Arrears	\$	32,486.84	\$	30,448.56	\$	29,172.67
Previous Month Overpymt	\$	(12,699.14)	\$	(12,637.14)	\$	(11,878.88)
Total Aged Receivables	\$	99,903.29	\$	89,023.13	\$	121,116.43
Current Month Overpymt	\$	(42,610.68)	\$	(43,585.25)	\$	(31,350.76)
TOTAL LESS OVERPYMT	\$	57,292.61	\$	45,437.88	\$	89,765.67
TOTAL RECEIVABLES	\$	449,870.96	\$	421,800.19	\$	455,477.16
Deposit Liabilities	\$	393,170.00	\$	384,620.00	\$	373,170.00
[
Average Usage For Meters	J <u>L</u>	5,102		4,470		5,376

City Of Iowa Colony Connection Report

	March 11, 2025			
	B031	B032	B053	B087
Occupied Single Family	1803	682	1227	19
Vacant Single Family	16	3	13	4
Multi-Family	0	1	0	0
Commercial	6	9	4	0
Builder	176	38	53	67
Irrigation	28	33	16	0
Rental Meters	15	0	0	0
District Meters	3	0	0	0
TOTAL CONNECTIONS	2047	766	1313	90
COIC GRAND TOTAL CONNECT	ΓΙΟΝ	4216		