CITY COUNCIL MEETING

Monday, December 15, 2025
7:00 PM

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

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING** AT **7:00 PM** ON **MONDAY, DECEMBER 15, 2025** AT **IOWA COLONY CITY HALL**, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

Taxpayer Impact Statement

This statement presents the estimated annual property tax bill for a median-valued homestead in Iowa Colony ($416,981) and compares it under the current revenue rate and the proposed tax rate options.

Tax Rate Scenario	Tax Rate per $100 Valuation	Estimated Annual Tax Bill	Difference from Current Year
Current FY 2024-25	$0.519209	$2,165.00	-
No-New Revenue Rate	$0.481864	$2,009.28	-155.72
Proposed Rate FY 2025-26	$0.519209	$2,165.00	No change

Adopted Budget
A physical copy is available at City Hall and online at https://www.iowacolonytx.gov/

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation - Iowa Colony High School Track Team State Championship.

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

2. Hold a public hearing pursuant to the Comprehensive Zoning Ordinance, as amended, to consider a proposed amendment to the Rally 288 West Planned Unit Development (PUD) to add "Substation" as a conditional use within the commercial land use category in the PUD.

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

   A 5.00-acre tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T.& B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

COUNCIL COMMENTS

STAFF REPORTS

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

ITEMS FOR CONSIDERATION

12. Consideration and possible action on an ordinance amending the FY2025-26 City Budget.
13. Consideration and possible action to annex the following property:

    A 5.00-acre tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T.& B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

    A. Consideration and possible action approving the Municipal Service Agreement.

    B. Consideration and possible action approving a Development Agreement.

    C. Consideration and possible action adopting an Ordinance on first and final reading annexing the property.

14. Consideration and possible action on a proposed amendment No. 2 to the Rally 288 West Planned Unit Development (PUD) to include an additional 5.00-acre tract and designate the tract for single-family residential use within the PUD.
15. Consideration and possible action on a proposed amendment No. 3 to the Rally 288 West Planned Unit Development (PUD) to add "Substation" as a conditional use within the commercial land use category in the PUD.

16. Consideration and possible action on the Coogan Tract Development Agreement.

    A. Consider approval of the Utility Agreement.

    B. Consider approval of the Plan of Development.

17. Consideration and possible action on the Brazoria County Municipal Utility District No. 57 Utility Agreement.

18. Consideration and possible action on an agreement with Nelissa Heddin Consulting, LLC to perform a water and wastewater utility rate study.

19. Consideration and possible action on an interlocal agreement with the City of Alvin regarding the Alvin strip.

20. Consideration and possible action to appoint members to an Advisory Committee for the upcoming Impact Fee Study.

21. Consideration and possible action on the Sierra Vista West Plan of Development Amendment No. 3.

22. Consideration and possible action to amend the Ordinance granting a specific use permit for a swim facility located at 4903 Davenport Parkway.

23. Consideration and possible action on a Resolution authorizing the revision of Contract No. 24-065-009-E166 with the General Land Office.

24. Consideration and possible action to provide direction to staff on the preparation of an Economic Development Strategy, including but not limited to identifying overall strategic approaches, determining effective outreach methods to attract targeted commercial development, and evaluating the potential use of third-party services.

25. Consideration and possible action to provide direction to staff on the exploration of outreach to Amazon concerning a potential Amazon Grocery project.

26. Consideration and possible action on a Resolution granting restricted prior service credit under the Texas Municipal Retirement System.

CONSENT AGENDA

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

27. Consider approval of the October 20, 2025 City Council worksession minutes.

28. Consider approval of the October 20, 2025 City Council meeting minutes.

29. Consider approval of the October 21, 2025 6:00 P.M. City Council meeting minutes.

30. Consider approval of the October 21, 2025 7:00 P.M. City Council meeting minutes.

31. Consider approval of the November 5, 2025 City Council meeting minutes.

32. Consider approval of the Ellwood Karsten Boulevard Phase 2 Final Plat.

33. Consider approval of the Ellwood Karsten Boulevard Phase 3 Final Plat.

34. Consider approval of the Ellwood Section 2 Final Plat.

35. Consider final acceptance of the Brazoria County Municipal Utility District 53 Wastewater Treatment Plant Phase I and Onsite Lift Station facilities.

36. Consider approval of the Cedar Rapids Commercial Mass Grading & Detention into the One Year Maintenance Period.

37. Consider approval of the Sierra Vista West Section 11 Paving Improvements into the One Year Maintenance Period.
38. Consider acceptance of the Sierra Vista West Section 11 Water, Sanitary, and Storm Improvements into the One Year Maintenance Period.
39. Consider approval of a one-time six-month extension on the Ellwood Recreation Reserve Preliminary Plat Approval.

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. Discussion on the City Manager Appointment and Contract.
41. Discussion of the transitional period related to the duties and responsibilities of the Interim City Manager.
42. Discussion of the vacation time provision within the City Attorney's employment contract.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

43. 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 December 9, 2025.

Kayleen Rosser

Kayleen Rosser, City Secretary

I hereby certify that the foregoing agenda remained posted at the entrance to the Iowa Colony City Hall where it was visible to the public at all times and on the City's website for at least 3 business days preceding the scheduled time of the meeting therein described.

_____

Kayleen Rosser, City Secretary

Date Signed:____12/9/2025_____

Proclamation

Iowa Colony, Texas

WHEREAS, the Iowa Colony High School track and field teams have displayed remarkable skill, athleticism, dedication, heart, and sportsmanship, culminating in the boys' team winning the 5A state championship on May 3, 2025; and

WHEREAS, this extraordinary accomplishment has brought pride and recognition to the City of Iowa Colony, its residents, and the entire Alvin Independent School District; and

WHEREAS, the student-athletes, coaches, and support staff of Iowa Colony High School have worked tirelessly to achieve this level of excellence in only the school's second year of operation; and

WHEREAS, their victory stands as a testament to the power of community, the pursuit of excellence, and the spirit of teamwork that defines Iowa Colony High School; and

WHEREAS, the Pioneers' achievement serves as an inspiration to all students and athletes throughout Iowa Colony, motivating them to strive for success in all their endeavors; and

NOW, THEREFORE, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby proclaim December 15, 2025, as **Iowa Colony High School Track and Field Champions Day** in the City of Iowa Colony, and encourage all citizens to recognize and celebrate the accomplishments of these exemplary young athletes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 15th day of December 2025.

_____

Wil Kennedy, Mayor

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON AMENDING
THE RALLY 288 WEST PLANNED UNIT DEVELOPMENT

To be held on:

Public Hearing, **December 2, 2025, at 6:30 p.m.**
Public Hearing, **December 15, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 6:30 p.m. on December 2, 2025, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on December 15, 2025, each at the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance, as amended, to consider a proposed amendment to the Rally 288 West Planned Unit Development (PUD) to add "Substation" as a conditional use within the commercial land use category in the PUD.

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

Kayleen Rosser
Iowa Colony City Secretary

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

Public Hearing., **November 17, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on November 17, 2025**, in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, to consider annexing the following property:

> A 5.00 tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T.& B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

All interested persons may be heard concerning this matter. A metes and bounds description and map of the area proposed for annexation are available at no charge from the Iowa Colony City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

IOWA COLONY FIRE MARSHAL'S OFFICE

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

December 9, 2025

Mayor and Council,

See November 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-	351
Electrical Inspections-	283
Plumbing Inspections-	447
Mechanical Inspections-	137
Total-	**1218**

Total Paid to Safe Built for November 2025, for a total of 1218 Inspections- $27,405.00

Total Paid to Safe Built for November 2024, for a total of 1357 Inspections- $30,532.50

November 2024 Plan Reviews- 97

Building- 5	Commercial Buildout- 3	Electrical- 4	New Residential- 84	New Addition- 0	Swimming Pool- 1

November 2025 Plan Reviews- 28

Building- 2	Commercial Buildout- 1	Electrical- 0	New Residential- 25	Planning & Zoning 0	Fire- 5

Permits Issued

2024- 147

Engineer Projects- 13	Other Permits- 51	New Home Permits- 83

2025- 113

Engineer Projects- 13	Other Permits- 68	New Home Permits- 32

Fees Collected

2024- $547,160.74

Engineer Projects- $118,283.33	Other Permit Fees- $29,766.95	New Home Permit Fees- $399,110.46

2025- $340,965.19

Engineer Projects- $188,773.46	Other Permit Fees- $17,311.85	New Home Permit Fees- $134,879.88

Animal Control- 27 Calls for service

20- Animal at Large	2- Deceased Animals	5- Livestock
Taken to SPCA	Properly disposed of	Returned to owner

Code Compliance- 107- Calls for service

Tall Grass and Weeds- 4	Junked Vehicles- 3	Debris and Unsanitary Conditions- 4	No Address- 0	Rubbish/Trash- 5
Sign Removal- 84	Violation Notices- 5	Notice of Compliance Letters- 2		

Fire Marshal

Conducted finals at the Apartments on Building 8, all passed and building allowed to open. Conducted 1 foster home inspection for compliance.

Thanks,

Albert Cantu, CFM

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
November 2025

Offense	October 2025	November 2025
Burglary	1	2
Theft	2	4
Robbery	0	0
Total Index Crimes Reported	3	6
Reports Taken		
Misdemeanor	31	48
Felony	15	11
Charges Filed/Arrests		
Misdemeanor	31	39
Felony	2	5
Outside Agency Warrant Arrest	3	2
Traffic Enforcement		
Number of Violations	854	796
Crash Investigations		
Minor Crashes	17	21
Major Crashes	5	5
Fatality Crashes	0	0
Calls for Service		
Alarms	32	26
Assist Other Agency	34	32
Disturbance	9	11
Other	253	252
Security Checks	529	711
Suspicious Activity/Persons	34	30

Significant Events

- November 1 – Officers were dispatched to the area of SH 288/Iowa Colony Blvd regarding a crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 1 – Officers were dispatched to the area of SH 288/SH 6 regarding a crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 2 – Officers conducted a traffic stop in the area of Cedar Rapids Pkwy/SH 288. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- November 2 – Officers conducted a traffic stop in the area of SH 288/CR 60. During the traffic stop it was found that the driver of the vehicle, a juvenile, was intoxicated. The juvenile was cited, released to their parents, and a report was generated.
- November 4 – Officers were dispatched to the 9900 block of Opal Rock Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- November 6 – Officers conducted a traffic stop in the area of Karsten Blvd/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- November 6 – Officers conducted a traffic stop in the area of SH 288/SH 6. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- November 7 – Officers were dispatched to the area of SH 288/CR 60 regarding a vehicle that was driving recklessly. Officers located the vehicle, observed several traffic violations and reckless driving. Officers conducted a traffic stop and arrested the driver for reckless driving.
- November 8 – Officers conducted a traffic stop in the area of SH 288/CR 60. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 9 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 9 – Officers were dispatched to the 9700 block of Opal Gate Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- November 12 – Officers conducted a traffic stop in the area of Sierra Vista Blvd/Tyndell Mist Dr. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- November 13 – Officers conducted a traffic stop in the area of Cedar Rapids Pkwy/Bayberry Dr. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 14 – Officers were dispatched to the 10200 block of Coastal Ct in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- November 14 – Officers conducted a traffic stop in the area of Discovery Dr/Newton Ln During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

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Iowa Colony, Texas 77583

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- November 15 – Officers conducted a traffic stop in the area of SH 288/CR 60 During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 16 – Officers were dispatched to the area of SH 288/Dubuque Pkwy regarding a crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 18 – Officers conducted a traffic stop in the area of Sterling Gate Dr/Sterling Lake Dr. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- November 21 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 22 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 23 – Officers were dispatched to the 3500 block of Cassini Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- November 25 – Officers were dispatched to the 9700 block of Iowa Colony Blvd regarding a crash. During the crash investigation it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- November 28 – Officers were dispatched to the 9400 block of Amethyst Glen Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- November 30 – Officers conducted a traffic stop in the area of SH 288/Valley Glen Dr. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 11/1/2025 to 11/30/2025

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
244	0	0	0	8	252

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
$19,935.02	$29,506.52	$11,494.32	$205.50	$247.95	$61,389.31

Warrants

Issued	Served	Closed	Total
0	0	2	2

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
72	0	42	15	130	259

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
2	0	2	4

Safety Meeting	Description		Complete
Public Works Building	Working Around Powered Mobile equipment		Complete
Public Works Building	Spotter Safety in Workplace		Complete
Public Works Building	Expectation of Safe Worker		Complete
Public Works Building	Ladders Taking safety to New Heights		Complete

DEBRIS REMOVAL	Description		Complete
Iowa Colony & Kelly Leigh	assist emergency response with vehicle roll over in ditch		Complete
Iowa Colony & Cedar Rapids	remove dumped cardboard boxes on side of road		Complete
Meridiana & Sterling Lakes west	remove dumped trash on side of road		Complete
City Park	remove dumped tent on side of building		Complete
Cedar Rapids & Hwy 288 west bound	remove dumped trashed mattresses		Complete
Ames & CR 53	3rd party contractors cleaning mud off road		Complete
Davenport & Hwy 288 service road west	collect dumped trash bags (11)		Complete
Public Works Building	remove trash from disassembled storage unit & garage clean up		Complete

Street SIGNAGE	Description		Complete
Davenport & Iowa Colony eastside	remove pole w/ school zone sign		Complete
Davenport & Iowa Colony eastside	install pole w/ school zone sign		Complete
Iowa Colony & CR 78	remove broken pole w/ stop sign & street names		Complete
Iowa Colony & CR 78	replace broken pole w/ stop sign & street names		Complete
Iowa Colony & Davenport north bound	remove broken pole w/ school speed limit sign		Complete
Iowa Colony & CR 78	turn speed limit sign correct direction		Complete
Ames & Sterling Lakes West	survey school zone flashing lights		

MOWING/TREE TRIMMING	Description		Complete
Public Works Building	mow / weedeat property		Complete
City Property (1acre)	mow / weedeat property		Complete
Public Works Building	mow northeast side of building		Complete
Public Works Building	mow northeast side of building		Complete
City Property (43 acres)	mow west side of property		Complete
Baird & Davenport to Baird dead end	mow west side field		Complete
City Hall Building	mow / weedeat property		Complete
Iowa Colony & Davenport north bound	mow / weedeat grass on west side of street		Complete
Iowa Colony & Dubuque south bound	mow ditch line on west side of street		Complete
Iowa Colony & Davenport south bound	mow ditch line		Complete
Kelley Liegh & Iowa Colony	weedeat intersection		Complete

STREET REPAIRS	Description		Complete
Iowa Colony & Hwy 288 east bound	clean cement gravel off road		Complete
Davenport bridge in between pursley & Iowa Colony	asphalt patch		Complete
Ames & Sterling Lake west (southside of elementary s	survey water leak on school property		Complete
CR 53 & Ames(Bridge)	survey street potholes		Complete

Praire Iris Ln & Cedar Rapids	street repair meeting w/ contractors		Complete
Karsten & Cedar Rapids	street repair meeting w/ contractors		Complete
3423 Cassini Dr	survey sidewalk of resident		Complete
Karsten & Cedar Rapids	fill street pothole		Complete
Cedar Rapids & Praire Iris Ln	fill street pothole		Complete
Ditch Drainage issue	**Description**		**Complete**
Parks	**Description**		**Complete**
City Park	collect trash bags (11)		Complete
City Park	collect trash bags (10)		Complete
City Park	collect trash bags (7)		Complete
Miscellaneous Works	**Description**		**Complete**
Public Works Building	finish add-on for equipment cage		Complete
City Hall	relocate chairs in council chambers for voting		Complete
City Hall	collect 5gal water containers (4)		Complete
Public Works Building	reorganize & clean shop		Complete
Public Works Building	reinstalled Public Works mail boxes		Complete
Public Works Building	Disasters Expo USA		Complete
Public Works Building	collect materials from Home Depot for brigde street pothole repair		Complete
City Hall Building	reinstalled Permit office mini blind		Complete
Public Works	collect materials from Home Depot for volunteers @ baseball field		Complete
Public Works	collect office supplies from Office Depot for City Hall		Complete
Public Works Building	disassemble storage unit		Complete
Public Works Building	finish dissassemble storage unit		Complete
Public Works Building	reorganize & clean shop		Complete
City Hall Building	repair door (2nd floor ice machine)		Complete
Public Works Building	pickup tree lighting flyers from Pasadena, Tx		Complete
City Hall Building	assist electrician survey of electrical problem		Complete

ADICO
CONSULTING ENGINEERS

MEMORANDIUM

Date: December 4, 2025

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – December 2025 Engineer's Report

cc: Kayleen Rosser, Natasha Brooks

The following is a status report of various engineering items:

1. TxDOT Overpasses:
   - Overpass is substantially complete.
   - Staff will be working with TxDOT on landscape improvements.
   - TxDOT is requesting an amendment to the AFA Agreement for additional costs associated with the black coated sign poles. City staff will be meeting with TxDOT to discuss further.

2. GRANTS UPDATE
   - Resilient Communities Program
     i. The consultant, Public Management Inc., is currently gathering data for the project.
     ii. We expect them to have a presentation in the 1st Quarter 2026.

3. Capital Improvement Projects
   - 2023 Ames Blvd Extension
     i. The property owner has rejected the City offer on the land acquisition of the ROW. The
     ii. Currently under design at 90%, pending ROW acquisition.

   - Northwest WWTP 0.75 MGD
     i. Construction Documents approximately 75% complete.

   - Southwest WWTP WWTP 0.50 MGD
     i. Preliminary Design Phase

4. SUBDIVISION CONSTRUCTION PROJECT STATUS:
   A. MERIDIANA SUBDIVISION – RISE COMMUNITIES
   - Active construction projects
     - Detention Pond O & P – Hardscape – 90% Complete
     - BCMUD 55 WWTP Expansion Ph 4 – 65% complete.

   B. STERLING LAKES – STARWOOD
   - Active construction projects.
     - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
     - BCMUD 31 Water Well 1 and 2 Rework – Waiting of close-out docs Well No.2
     - BCMUD 31 Waterplant No. 2 Phase I – 10% complete

   C. SIERRA VISTA - STARWOOD
   - Active construction projects

D. SIERRA VISTA WEST - STARWOOD

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

E. STERLING LAKES NORTH - STARWOOD

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

F. CALDWELL CROSSING – DR HORTON

- Active construction projects
  - BCMUD 87 Detention and Grading Phase 2 – Awaiting Punch list items
  - 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 – 90% complete, awaiting final walk.
  - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 80% complete.
  - Caldwell Ranch Crossing Detention Ph IIB – Awaiting Final Walk.
  - Caldwell Crossing Section 3 – On agenda for acceptance into OYMP
  - Caldwell Crossing Section 4 – Awaiting closeout Documents.
  - Caldwell Crossing Section 5 – 70% Utilities Complete, 50% pavement complete.
  - Caldwell Crossing Section 6 – 70% Utilities Complete, 65% pavement complete.

G. CALDWELL LAKES – DR HORTON

- Active construction projects
  - BCMUD 87 Detention and Grading Ph 3 – Awaiting punchlist Items
  - Caldwell Lakes Section 1 – 80% Utilities, 80% Paving.
  - Caldwell Lakes Section 2 – 80% Utilities, 80% Paving.
  - Caldwell Ranch Blvd Ph IIIB – 75% utilities Complete
  - BCMUD 87 Detention and Mass Grading Ph IV - 60% Complete.
  - BCMUD 87 Remote Water Well 5% Complete.

H. CREEKHAVEN – MUD 92 - STARWOOD

- Active construction projects:
  - Mass Grading and Detention Ph 1 – 80% complete
  - BCMUD 92 Water Plant No. 1 – On agenda for acceptance into OYMP.
  - BCMUD 92 WWTP No. 1- 85% complete. Awaiting on power.
  - BCMUD 92 Offsite lift station. – 85% complete. Awaiting on power.
  - Creekhaven Mass Grading Phase II – 70% complete.
  - Creekhaven Section 4 - Utilities 35% complete.
  - Creekhaven Boulevard Phase II - Utilities 45% complete, 15% pavement Complete.
  - Creekhaven Section 5 - Utilities 25% complete.
  - Creekhaven Section 6 - Utilities 5% complete.

I. ELLWOOD – BEAZER HOMES

- Ellwood Offsite Force main and Water Line- Awaiting closeout documents.
- BCMUD 57 Lift Station No. 3 – 70% complete.

- Ellwood Water Supply and Storage Closet- 65% complete.
- Ellwood Section 1B- Awaiting closeout documents
- Ellwood Detention and Mass Grading Phase II – 25%complete.
- Ellwood Karsten Boulevard Bridge – 10% complete.

J. OTHER CONSTRUCTION PROJECTS

- Prose Sierra Vista – Awaiting punchlist.
- Climate Controlled Self Storage @ Meridiana – Civil 90% complete – currently under

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	9,964,208.64	
	10-1004	Petty Cash	300.00	
	10-1006	TexStar CD	2,826,160.09	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,119.00	
	10-1115	Property Tax Receivable - P & I	11,937.00	
	10-1260	Due From Utility Fund	138,289.65	
	Total Assets		13,131,715.34	
				13,131,715.34

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	144,436.84	
	10-2001	Accounts Payble at Year End	23,341.47	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	1,537.70	
	10-2203	Federal Tax Payable	5,015.00	
	10-2204	Social Security/Medicare Payable	9.18	
	10-2205	TMRS Payable	4,322.26	
	10-2206	Texas Workforce Commission Payable	(2,537.98)	
	10-2207	Health & Life Insurance Payable	(3,649.57)	
	10-2208	Child Support Payable	(656.43)	
	10-2300	State Fees	48,149.99	
	10-2301	Collections	263.10	
	10-2304	Credit Card Fee	924.31	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	42,056.00	
	10-2500	American Rescue Plan Fund	1,284.00	
	10-2501	Baseball Field Reserve	17,173.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2550	Early Plat - Creekhaven Sec 1	802,960.69	
	10-2554	Early Plat - Sierra VW Sec 11	2,147,390.34	
	10-2602	Due to Retainer Fund	797,940.00	
	10-2603	Due to Crime Prevention	(3,993.13)	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities			5,964,335.27
Fund Balance				
	10-3000	Fund Balance	5,376,737.26	
	10-3002	Fund Balance Assigned	1,625,000.00	

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
Total Fund Balance			7,001,737.26	
		Total Revenue	1,110,435.06	
		Total Expenses	1,022,423.07	
		Current Year Increase (Decrease)	165,642.81	
		Fund Balance Total	7,001,737.26	
		Current Year Increase (Decrease)	165,642.81	
		Total Fund Balance/Equity	7,167,380.07	
Total Liabilities & Fund Balance				13,131,715.34

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(130,618.50)	
	11-1002	Retainer Account	528,982.54	
	11-1015	Ames Blvd Ret - TX Class	1,637,858.09	
	Total Assets		2,036,222.13	
				2,036,222.13

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2010	Accounts Payable	3,325.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	4,916.13	
	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	207.50	
	11-2513	Sierra Vista - Land Tejas	1,048.10	
	11-2514	Sierra Vista West - Land Tejas	21,609.33	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	1,812.88	
	11-2536	Rally 288 West PUD	22,721.83	
	11-2537	Southern Star PUD	5,686.21	
	11-2538	PUD Hines Investments	7,745.00	
	11-2539	SVW Entertainment Dist PUD	6,689.56	
	11-2541	Extension of Ames Blvd Project	1,442,867.50	
	11-2545	Crystal Center Entertainment District	12,238.26	
	11-2546	Maple Farms Tract - Special District	829.72	
	11-2547	PUD - Caldwell, Active Adult Community	7,075.00	
	11-2549	PUD - Sunset Prairie: Majestic Developers	6,355.00	
	11-2553	PUD - Coogan Tract	8,297.80	
	Total Liabilities			1,896,910.05
Fund Balance				
	11-3000	Fund Balance	127,876.58	
	Total Fund Balance			127,876.58

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
		Total Revenue	11,434.51	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	11,435.50	
		Fund Balance Total	127,876.58	
		Current Year Increase (Decrease)	11,435.50	
		Total Fund Balance/Equity	139,312.08	
		Total Liabilities & Fund Balance		2,036,222.13

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(5,653,343.28)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	4,762,224.38	
	Total Assets		716,965.26	
				716,965.26

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
	Total Liabilities		473,739.73	
Fund Balance				
	12-3000	Fund Balance	209,978.61	
	Total Fund Balance		209,978.61	
		Total Revenue	33,246.92	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	33,246.92	
		Fund Balance Total	209,978.61	
		Current Year Increase (Decrease)	33,246.92	
		Total Fund Balance/Equity	243,225.53	
	Total Liabilities & Fund Balance			716,965.26

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	198,211.70	
	20-1013	TexStar - Crime Control	474,074.87	
	20-1301	Due from General Fund	(3,993.13)	
	Total Assets		668,293.44	
				668,293.44

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	6,492.35	
	20-2001	Accounts Payble at Year End	(45,525.78)	
	20-2205	TMRS Payable	0.08	
	20-2207	Health & Life Insurance Payable	1,390.34	
	Total Liabilities		(37,643.01)	
Fund Balance				
	20-3000	Fund Balance	724,511.22	
	Total Fund Balance		724,511.22	
		Total Revenue	3,192.21	
		Total Expenses	56,006.79	
		Current Year Increase (Decrease)	(18,574.77)	
		Fund Balance Total	724,511.22	
		Current Year Increase (Decrease)	(18,574.77)	
		Total Fund Balance/Equity	705,936.45	
	Total Liabilities & Fund Balance			668,293.44

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
21 - Law Enforcement				
Assets				
	21-1000	Cash / Due From Consolidated Cash	1,585.50	
	Total Assets		1,585.50	
				1,585.50

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
21 - Law Enforcement				
Fund Balance				
	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 & Fund Balance			1,585.50

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	895,385.73	
	30-1114	Property Taxes Receivable	16,704.00	
	30-1115	Property Tax Receivable - P & I	3,729.00	
	Total Assets		915,818.73	
				915,818.73

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	20,433.00	
	Total Liabilities		20,433.00	
Fund Balance				
	30-3000	Fund Balance	1,201,262.09	
	Total Fund Balance		1,201,262.09	
		Total Revenue	8,997.64	
		Total Expenses	314,874.00	
		Current Year Increase (Decrease)	(305,876.36)	
		Fund Balance Total	1,201,262.09	
		Current Year Increase (Decrease)	(305,876.36)	
		Total Fund Balance/Equity	895,385.73	
	Total Liabilities & Fund Balance			915,818.73

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Assets				
	37-1000	Cash / Due From Consolidated Cash	381,951.00	
	Total Assets		381,951.00	
				381,951.00

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Fund Balance				
	37-3000	Fund Balance	334,924.00	
	Total Fund Balance		334,924.00	
		Total Revenue	47,027.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	47,027.00	
		Fund Balance Total	334,924.00	
		Current Year Increase (Decrease)	47,027.00	
		Total Fund Balance/Equity	381,951.00	
	Total Liabilities & Fund Balance			381,951.00

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	31,002.80	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		30,923.80	
				30,923.80

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	30,521.76	
	Total Fund Balance		30,521.76	
		Total Revenue	401.59	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	402.04	
		Fund Balance Total	30,521.76	
		Current Year Increase (Decrease)	402.04	
		Total Fund Balance/Equity	30,923.80	
	Total Liabilities & Fund Balance			30,923.80

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	46,107.58	
	Total Assets		46,107.58	
				46,107.58

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	45,624.72	
	Total Fund Balance		45,624.72	
		Total Revenue	482.50	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	482.86	
		Fund Balance Total	45,624.72	
		Current Year Increase (Decrease)	482.86	
		Total Fund Balance/Equity	46,107.58	
	Total Liabilities & Fund Balance			46,107.58

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
Assets				
	42-1000	Cash / Due From Consolidated Cash	5,472.10	
	Total Assets		5,472.10	
				5,472.10

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
Fund Balance				
	42-3000	Fund Balance	2,627.20	
	Total Fund Balance		2,627.20	
		Total Revenue	2,844.90	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	2,844.90	
		Fund Balance Total	2,627.20	
		Current Year Increase (Decrease)	2,844.90	
		Total Fund Balance/Equity	5,472.10	
	Total Liabilities & Fund Balance			5,472.10

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2411	Coronavirus Unearned Revenue	(0.01)	
	Total Liabilities		(0.01)	
Fund Balance				
	45-3000	Fund Balance	0.01	
	Total Fund Balance		0.01	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.01	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.01	
	Total Liabilities & Fund Balance			0.00

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(261,855.67)	
	50-1014	TexStar - Veh Rep Fund	361,821.53	
	Total Assets		99,965.86	
				99,965.86

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	97,529.50	
	Total Fund Balance		97,529.50	
		Total Revenue	2,436.36	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	2,436.36	
		Fund Balance Total	97,529.50	
		Current Year Increase (Decrease)	2,436.36	
		Total Fund Balance/Equity	99,965.86	
	Total Liabilities & Fund Balance			99,965.86

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Assets				
	60-1000	Cash / Due From Consolidated Cash	1,162,189.90	
	60-1016	Central Bank 3666	(265,950.23)	
	60-1017	Central Bank Sweep Inv Account	2,190,804.74	
	60-1100	Accounts Receivable	110,107.72	
	60-1503	Water Facilities	8,397,707.00	
	60-1504	Wastewater Facilities	13,953,336.00	
	60-1553	Acumulated Dep Water/Sewer	(173,027.00)	
	Total Assets		25,375,168.13	
				25,375,168.13

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Liabilities				
	60-2000	Due To Consolidated Cash / Accounts Payable	42,208.95	
	60-2100	Water Customer Deposits	413,638.80	
	60-2210	Garbage Tax Collected Si Env	97,118.53	
	60-2601	Due to General Fund	126,427.65	
	Total Liabilities		679,393.93	
Fund Balance				
	60-3000	Fund Balance	24,546,646.45	
	Total Fund Balance		24,546,646.45	
		Total Revenue	739,040.40	
		Total Expenses	553,450.20	
		Current Year Increase (Decrease)	149,127.75	
		Fund Balance Total	24,546,646.45	
		Current Year Increase (Decrease)	149,127.75	
		Total Fund Balance/Equity	24,695,774.20	
	Total Liabilities & Fund Balance			25,375,168.13

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Assets				
	61-1000	Cash / Due From Consolidated Cash	(334,317.91)	
	61-1018	Bank OZK Esc	147,194.95	
	61-1019	Capital One Esc	636.80	
	61-1502	Construction in Progress	5,329,955.00	
	Total Assets		5,143,468.84	
				5,143,468.84

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Liabilities				
	61-2560	Financing Agreement LT	3,321,173.52	
	61-2561	Financing Agreement FS Ph2	2,156,022.07	
	Total Liabilities		5,477,195.59	
Fund Balance				
	61-3000	Fund Balance	(335,253.60)	
	Total Fund Balance		(335,253.60)	
		Total Revenue	1,526.85	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,526.85	
		Fund Balance Total	(335,253.60)	
		Current Year Increase (Decrease)	1,526.85	
		Total Fund Balance/Equity	(333,726.75)	
	Total Liabilities & Fund Balance			5,143,468.84

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
62 - Project Fund Series 2025				
Assets				
	62-1000	Cash / Due From Consolidated Cash	5,164.74	
	62-1020	Project Fund Series 2025 Tx Class	27,328,186.20	
	Total Assets		27,333,350.94	
				27,333,350.94

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
62 - Project Fund Series 2025				
		Total Revenue	28,152,851.45	
		Total Expenses	819,500.51	
		Current Year Increase (Decrease)	27,333,350.94	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	27,333,350.94	
		Total Fund Balance/Equity	27,333,350.94	
		Total Liabilities & Fund Balance		27,333,350.94

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	6,132,814.32	
	99-1210	Due From General Fund	(22,859.16)	
	99-1220	Due From Crime Prevention District Fund	6,547.35	
	Total Assets		6,116,502.51	
				6,116,502.51

City of Iowa Colony
Balance Sheet
As of November 30, 2025

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	25,897.14	
	99-2110	Due To General Fund	12,516,012.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2160	Due To Utility Fund	(42,208.95)	
	99-2999	Due To Other Funds	(7,444,897.68)	
	Total Liabilities		6,116,502.51	
		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	
	Total Liabilities & Fund Balance			6,116,502.51

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	0.00	100,393.16	(100,393.16)	0.00	1,205,200.00	0.00%	1,205,200.00
Property Tax	205,461.97	269,035.27	(63,573.30)	245,023.37	5,857,213.00	4.18%	5,612,189.63
Miscellaneous	10,215.13	57,283.95	(47,068.82)	21,229.97	687,500.00	3.09%	666,270.03
License & Permits	281,564.62	382,180.42	(100,615.80)	719,707.88	4,603,000.00	15.64%	3,883,292.12
Business & Franchise	24,937.08	37,485.00	(12,547.92)	47,362.00	450,000.00	10.52%	402,638.00
Fines & Forfeitures	39,833.24	38,792.83	1,040.41	77,111.84	465,700.00	16.56%	388,588.16
Grant Income	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
Revenue Totals	562,012.04	910,170.63	(348,158.59)	1,110,435.06	13,568,613.00	8.18%	12,458,177.94
Expense Summary							
Personnel Services	294,290.72	413,301.55	(119,010.83)	531,663.82	4,970,100.00	10.70%	4,438,436.18
Professional/Contract Services	242,125.04	216,251.54	25,873.50	307,630.03	2,671,500.00	11.52%	2,363,869.97
Materials & Supplies	77,218.52	63,353.10	13,865.42	136,400.10	810,500.00	16.83%	674,099.90
Services	7,960.03	364,316.52	(356,356.49)	37,209.12	4,373,547.67	0.85%	4,336,338.55
Capital Outlay	9,520.00	57,117.47	(47,597.47)	9,520.00	685,581.38	1.39%	676,061.38
Expense Totals	631,114.31	1,114,340.18	(483,225.87)	1,022,423.07	13,511,229.05	7.57%	12,488,805.98

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	0.00	433.16	(433.16)	0.00	5,200.00	0.00%	5,200.00
10-4110 City Sales Tax	0.00	99,960.00	(99,960.00)	0.00	1,200,000.00	0.00%	1,200,000.00
Sales Tax Totals	0.00	100,393.16	(100,393.16)	0.00	1,205,200.00	0.00%	1,205,200.00
Property Tax							
10-4120 Property Tax	203,487.60	152,383.35	51,104.25	234,257.52	1,829,332.00	12.81%	1,595,074.48
10-4121 Delinquent Property Tax	1,974.37	41.67	1,932.70	(10,043.24)	500.00	(2008.65%)	10,543.24
10-4135 Property Tax MUD 31 - 70%	0.00	115,610.65	(115,610.65)	0.00	1,387,883.00	0.00%	1,387,883.00
10-4139 Admin Fee Revenue	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00
10-4143 Property Tax MUD 55 (100%)	0.00	0.00	0.00	20,809.09	2,569,441.00	0.81%	2,548,631.91
10-4144 Property Tax MUD 92	0.00	0.00	0.00	0.00	58,057.00	0.00%	58,057.00
Property Tax Totals	205,461.97	269,035.27	(63,573.30)	245,023.37	5,857,213.00	4.18%	5,612,189.63
Miscellaneous							
10-4124 Accident Reports	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-4134 Intermodel Ship Container	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
10-4140 Intergovernmental receipts from	0.00	4,000.00	(4,000.00)	0.00	48,000.00	0.00%	48,000.00
10-4141 Public Safety Debt Contribution	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
10-4142 Land Acquistion Reimbursement	0.00	9,000.00	(9,000.00)	0.00	108,000.00	0.00%	108,000.00
10-4910 Interest Income	9,215.13	12,495.00	(3,279.87)	19,029.97	150,000.00	12.69%	130,970.03
10-4911 Other Revenue	0.00	1,249.50	(1,249.50)	1,000.00	15,000.00	6.67%	14,000.00
10-4912 Donations/Sponsorships	1,000.00	4,998.00	(3,998.00)	1,200.00	60,000.00	2.00%	58,800.00
Miscellaneous Totals	10,215.13	57,283.95	(47,068.82)	21,229.97	687,500.00	3.09%	666,270.03
License & Permits							
10-4201 Building Construction Permits	74,798.88	199,920.00	(125,121.12)	202,531.50	2,400,000.00	8.44%	2,197,468.50

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4202 Trade Fees	5,192.28	12,495.00	(7,302.72)	37,495.25	150,000.00	25.00%	112,504.75
10-4203 Reinspection Fees	9,800.00	14,994.00	(5,194.00)	22,750.00	180,000.00	12.64%	157,250.00
10-4204 Signs	400.00	416.50	(16.50)	600.00	5,000.00	12.00%	4,400.00
10-4205 Property Improvement Permits	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-4206 Dirt Work Permits	2,050.00	416.50	1,633.50	6,800.00	5,000.00	136.00%	(1,800.00)
10-4207 Driveway Permits	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-4208 Encroachment Permit	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-4210 Culvert Permit	300.00	83.30	216.70	600.00	1,000.00	60.00%	400.00
10-4211 Commercial Vehicle Permit	1,050.00	124.95	925.05	1,650.00	1,500.00	110.00%	(150.00)
10-4212 Park Use Permit	0.00	208.25	(208.25)	50.00	2,500.00	2.00%	2,450.00
10-4213 Mobile Food Unit Permit	500.00	458.15	41.85	750.00	5,500.00	13.64%	4,750.00
10-4214 Solicitation Fees	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-4301 Preliminary Plat Fees	0.00	6,664.00	(6,664.00)	0.00	80,000.00	0.00%	80,000.00
10-4302 Final Plat Fees	0.00	6,664.00	(6,664.00)	17,410.00	80,000.00	21.76%	62,590.00
10-4303 Abbreviated Plat Fees	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
10-4305 Admin Fee - Early Plat Recording	0.00	29,155.00	(29,155.00)	42,947.81	350,000.00	12.27%	307,052.19
10-4401 Infrastructure Plan Review Fee	22,099.12	29,155.00	(7,055.88)	41,178.39	350,000.00	11.77%	308,821.61
10-4403 Civil Site Plan Review Fee	165,374.34	79,135.00	86,239.34	344,944.93	950,000.00	36.31%	605,055.07
10-4501 Rezoning Fees	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
10-4502 ROW Plan Review Fee	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-4503 Specific Use Permit	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-4809 Penalties and Other Fees	0.00	0.00	0.00	0.00	15,000.00	0.00%	15,000.00
License & Permits Totals	281,564.62	382,180.42	(100,615.80)	719,707.88	4,603,000.00	15.64%	3,883,292.12

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	20,825.00	(20,825.00)	22,424.92	250,000.00	8.97%	227,575.08
10-4602 Franchise Tax - Gas	16,230.22	5,414.50	10,815.72	16,230.22	65,000.00	24.97%	48,769.78
10-4603 Telecommunication Fee - Sales	0.00	2,915.50	(2,915.50)	0.00	35,000.00	0.00%	35,000.00
10-4604 Franchise Fees - Water/Wastewtr	8,706.86	8,330.00	376.86	8,706.86	100,000.00	8.71%	91,293.14
Business & Franchise Totals	24,937.08	37,485.00	(12,547.92)	47,362.00	450,000.00	10.52%	402,638.00
Fines & Forfeitures							
10-4701 Citations/Warrants	11,494.32	10,412.50	1,081.82	20,024.52	125,000.00	16.02%	104,975.48
10-4703 Municipal Jury Funds	21.58	8.33	13.25	41.54	100.00	41.54%	58.46
10-4704 Local Truancy Prevention	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-4705 Time Payment Reimbursement	90.00	41.67	48.33	150.00	500.00	30.00%	350.00
10-4709 Court Costs	28,227.34	28,322.00	(94.66)	56,895.78	340,000.00	16.73%	283,104.22
Fines & Forfeitures Totals	39,833.24	38,792.83	1,040.41	77,111.84	465,700.00	16.56%	388,588.16
Grant Income							
10-4803 State & Federal Grants	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
Grant Income Totals	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
Revenue Totals	562,012.04	910,170.63	(348,158.59)	1,110,435.06	13,568,613.00	8.18%	12,458,177.94

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	541.67	(541.67)	0.00	6,500.00	0.00%	6,500.00
Materials & Supplies	9,602.14	19,950.38	(10,348.24)	22,915.21	239,500.00	9.57%	216,584.79
Personnel Services	53,969.67	86,773.88	(32,804.21)	94,989.27	1,041,700.00	9.12%	946,710.73
Professional/Contract Services	31,528.83	44,357.25	(12,828.42)	91,277.32	532,500.00	17.14%	441,222.68
Services	7,150.88	13,452.95	(6,302.07)	24,823.97	161,500.00	15.37%	136,676.03
Administration Totals	102,251.52	165,076.13	(62,824.61)	234,005.77	1,981,700.00	11.81%	1,747,694.23

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	241.47	2,707.25	(2,465.78)	7,562.30	32,500.00	23.27%	24,937.70
Personnel Services	15,470.13	33,278.35	(17,808.22)	28,026.19	407,500.00	6.88%	379,473.81
Professional/Contract Services	1,507.16	1,291.15	216.01	1,507.16	90,500.00	1.67%	88,992.84
Finance Totals	17,218.76	37,276.75	(20,057.99)	37,095.65	530,500.00	6.99%	493,404.35

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	43,738.24	16,886.70	26,851.54	65,032.96	202,700.00	32.08%	137,667.04
Personnel Services	165,424.31	188,049.75	(22,625.44)	301,781.43	2,257,500.00	13.37%	1,955,718.57
Professional/Contract Services	324.94	1,166.20	(841.26)	524.94	14,000.00	3.75%	13,475.06
Services	569.80	11,245.50	(10,675.70)	11,020.05	135,000.00	8.16%	123,979.95
Police Totals	210,057.29	217,348.15	(7,290.86)	378,359.38	2,609,200.00	14.50%	2,230,840.62

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining

Materials & Supplies	287.55	849.70	(562.15)	341.44	10,200.00	3.35%	9,858.56
Personnel Services	8,111.76	11,003.93	(2,892.17)	15,098.00	132,100.00	11.43%	117,002.00
Professional/Contract Services	2,510.00	1,082.90	1,427.10	2,510.00	13,000.00	19.31%	10,490.00
Services	41.87	2,832.20	(2,790.33)	229.37	34,000.00	0.67%	33,770.63
Animal Control Totals	10,951.18	15,768.73	(4,817.55)	18,178.81	189,300.00	9.60%	171,121.19

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	5,552.62	999.67	4,552.95	5,552.62	62,000.00	8.96%	56,447.38
Professional/Contract Services	150.00	1,541.55	(1,391.55)	150.00	19,000.00	0.79%	18,850.00
Emergency Management Totals	5,702.62	2,541.22	3,161.40	5,702.62	81,000.00	7.04%	75,297.38

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	316.28	1,583.03	(1,266.75)	785.39	19,000.00	4.13%	18,214.61
Personnel Services	13,645.75	21,907.90	(8,262.15)	23,746.13	263,000.00	9.03%	239,253.87
Professional/Contract Services	8,576.89	8,663.20	(86.31)	12,139.39	104,000.00	11.67%	91,860.61
Municipal Court Totals	22,538.92	32,154.13	(9,615.21)	36,670.91	386,000.00	9.50%	349,329.09

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	10,687.83	7,831.03	2,856.80	12,280.71	94,000.00	13.06%	81,719.29
Personnel Services	19,879.25	36,110.55	(16,231.30)	36,110.48	434,000.00	8.32%	397,889.52
Professional/Contract Services	1,056.00	29,906.27	(28,850.27)	1,881.00	359,000.00	0.52%	357,119.00
Services	83.74	3,165.40	(3,081.66)	529.24	38,000.00	1.39%	37,470.76
Public Works Totals	31,706.82	77,013.25	(45,306.43)	50,801.43	925,000.00	5.49%	874,198.57

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,357.63	8,330.36	(1,972.73)	6,357.63	100,000.00	6.36%	93,642.37
Professional/Contract Services	31,706.75	10,829.17	20,877.58	32,201.75	130,000.00	24.77%	97,798.25
Parks & Recreation Totals	38,064.38	19,159.53	18,904.85	38,559.38	230,000.00	16.76%	191,440.62

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	77.01	2,832.20	(2,755.19)	15,054.09	34,000.00	44.28%	18,945.91
Personnel Services	6,546.94	22,157.80	(15,610.86)	11,386.60	266,000.00	4.28%	254,613.40
Professional/Contract Services	126,871.60	83,469.10	43,402.50	126,991.60	1,002,000.00	12.67%	875,008.40
Services	0.00	332,370.97	(332,370.97)	0.00	3,990,047.67	0.00%	3,990,047.67
Community Development Totals	133,495.55	440,830.07	(307,334.52)	153,432.29	5,292,047.67	2.90%	5,138,615.38

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	357.75	1,382.78	(1,025.03)	517.75	16,600.00	3.12%	16,082.25
Personnel Services	11,242.91	14,019.39	(2,776.48)	20,525.72	168,300.00	12.20%	147,774.28
Professional/Contract Services	37,892.87	33,944.75	3,948.12	38,446.87	407,500.00	9.43%	369,053.13
Services	113.74	1,249.50	(1,135.76)	606.49	15,000.00	4.04%	14,393.51
Fire Marshal/Building Official Totals	49,607.27	50,596.42	(989.15)	60,096.83	607,400.00	9.89%	547,303.17

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	9,520.00	56,575.80	(47,055.80)	9,520.00	679,081.38	1.40%	669,561.38

Capital and Planning Projects Totals	9,520.00	56,575.80	(47,055.80)	9,520.00	679,081.38	1.40%	669,561.38
Expense Total	631,114.31	1,114,340.18	(483,225.87)	1,022,423.07	13,511,229.05	7.57%	12,488,805.98

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	42,472.94	60,809.00	(18,336.06)	72,030.89	730,000.00	9.87%	657,969.11
10-10-5104 Salaries - Overtime	0.00	666.67	(666.67)	0.00	8,000.00	0.00%	8,000.00
10-10-5106 Social Security/Medicare	2,055.56	4,914.70	(2,859.14)	4,749.40	59,000.00	8.05%	54,250.60
10-10-5107 TMRS	4,775.10	7,497.00	(2,721.90)	9,429.99	90,000.00	10.48%	80,570.01
10-10-5108 Health & Life Insurance	3,729.15	8,330.00	(4,600.85)	7,458.30	100,000.00	7.46%	92,541.70
10-10-5109 Worker's Comp	0.00	499.80	(499.80)	175.39	6,000.00	2.92%	5,824.61
10-10-5110 Texas Workforce Commission	0.00	166.60	(166.60)	14.54	2,000.00	0.73%	1,985.46
10-10-5111 Vehicle Allowance	276.92	1,249.50	(972.58)	470.76	15,000.00	3.14%	14,529.24
10-10-5112 457(b) Reimbursement	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00
10-10-5114 Benefits Admin Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5115 Longevity Pay	660.00	58.31	601.69	660.00	700.00	94.29%	40.00
10-10-5201 Legal Services	1,009.50	3,332.00	(2,322.50)	1,009.50	40,000.00	2.52%	38,990.50
10-10-5202 Audit Services	745.00	5,831.00	(5,086.00)	745.00	70,000.00	1.06%	69,255.00
10-10-5206 Professional Services	12,843.50	13,744.50	(901.00)	45,691.00	165,000.00	27.69%	119,309.00
10-10-5210 Election Expenses	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
10-10-5211 Bank Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-10-5212 Credit Card Processing Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-10-5213 Legal Notices Expense	376.63	416.50	(39.87)	538.13	5,000.00	10.76%	4,461.87
10-10-5215 BCAD Fee	0.00	3,332.00	(3,332.00)	11,554.25	40,000.00	28.89%	28,445.75
10-10-5217 Professional Cleaning Services	0.00	2,915.50	(2,915.50)	2,750.00	35,000.00	7.86%	32,250.00
10-10-5221 Website Adminstration	0.00	2,249.10	(2,249.10)	0.00	27,000.00	0.00%	27,000.00
10-10-5223 Training & Travel	13,153.34	6,247.50	6,905.84	17,709.48	75,000.00	23.61%	57,290.52
10-10-5224 Dues & Subscriptions	486.16	2,499.00	(2,012.84)	7,921.91	30,000.00	26.41%	22,078.09
10-10-5225 Seminars & Meetings	2,914.70	2,499.00	415.70	3,358.05	30,000.00	11.19%	26,641.95
10-10-5227 Legislative Affairs	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-10-5228 Tax Appraisal & Collection	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5301 Office Supplies	203.57	1,249.50	(1,045.93)	353.75	15,000.00	2.36%	14,646.25
10-10-5302 Janitorial Supplies	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-10-5309 Uniforms	558.15	208.25	349.90	558.15	2,500.00	22.33%	1,941.85
10-10-5310 Postage	(276.39)	166.60	(442.99)	(462.48)	2,000.00	(23.12%)	2,462.48
10-10-5311 Building Repairs &	1,803.56	3,748.50	(1,944.94)	5,972.92	45,000.00	13.27%	39,027.08
10-10-5312 Recognition,	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
10-10-5314 Computer & Technology	0.00	4,581.50	(4,581.50)	0.00	55,000.00	0.00%	55,000.00
10-10-5315 Computer Software/License	6,962.99	7,497.00	(534.01)	15,607.56	90,000.00	17.34%	74,392.44
10-10-5317 Equipment & Other Rentals	350.26	833.00	(482.74)	885.31	10,000.00	8.85%	9,114.69
10-10-5330 Miscellaneous	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
10-10-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-10-5401 Utilities - Electricity	4,818.44	4,165.00	653.44	4,818.44	50,000.00	9.64%	45,181.56
10-10-5403 Utilities - Telephone	1,790.06	1,832.60	(42.54)	3,576.58	22,000.00	16.26%	18,423.42
10-10-5404 Mobile Technology Expense	167.48	208.25	(40.77)	167.48	2,500.00	6.70%	2,332.52
10-10-5405 Insurance - Liability & Prop	0.00	4,581.50	(4,581.50)	13,458.75	55,000.00	24.47%	41,541.25
10-10-5406 Insurance - Windstorm	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
10-10-5407 Insurance - Vehicles	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-10-5409 Utilities - Water/Sewer	303.07	416.50	(113.43)	303.07	5,000.00	6.06%	4,696.93
10-10-5412 Utilities - Gas	71.83	124.95	(53.12)	141.69	1,500.00	9.45%	1,358.31
10-10-5630 Furniture & Equipment	0.00	541.67	(541.67)	0.00	6,500.00	0.00%	6,500.00
10-10-5901 Unexpected Expenses	0.00	0.00	0.00	2,357.96	0.00	0.00%	(2,357.96)
Administration Totals	102,251.52	165,076.13	(62,824.61)	234,005.77	1,981,700.00	11.81%	1,747,694.23

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	11,216.00	23,324.00	(12,108.00)	19,004.64	280,000.00	6.79%	260,995.36
10-15-5104 Salaries - Overtime	0.00	0.00	0.00	417.56	8,000.00	5.22%	7,582.44
10-15-5106 Social Security/Medicare	856.22	1,832.60	(976.38)	1,771.15	22,000.00	8.05%	20,228.85
10-15-5107 TMRS	1,252.04	3,332.00	(2,079.96)	2,588.50	40,000.00	6.47%	37,411.50
10-15-5108 Health & Life Insurance	1,979.71	4,165.00	(2,185.29)	3,959.42	50,000.00	7.92%	46,040.58
10-15-5109 Worker's Comp	0.00	249.90	(249.90)	86.45	3,000.00	2.88%	2,913.55
10-15-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-15-5114 Benefits Admin Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-15-5115 Longevity Pay	120.00	0.00	120.00	120.00	0.00	0.00%	(120.00)
10-15-5117 Certificate/Education Pay	46.16	249.90	(203.74)	78.47	3,000.00	2.62%	2,921.53
10-15-5206 Professional Services	0.00	0.00	0.00	0.00	75,000.00	0.00%	75,000.00
10-15-5223 Training & Travel	1,507.16	1,249.50	257.66	1,507.16	15,000.00	10.05%	13,492.84
10-15-5224 Dues & Subscriptions	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-15-5301 Office Supplies	139.87	416.50	(276.63)	139.87	5,000.00	2.80%	4,860.13
10-15-5309 Uniforms	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-15-5310 Postage	75.77	41.65	34.12	188.25	500.00	37.65%	311.75
10-15-5314 Computer & Technology	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
10-15-5315 Computer Software/License	0.00	1,249.50	(1,249.50)	7,154.13	15,000.00	47.69%	7,845.87
10-15-5317 Equipment & Other Rentals	25.83	124.95	(99.12)	80.05	1,500.00	5.34%	1,419.95
Finance Totals	17,218.76	37,276.75	(20,057.99)	37,095.65	530,500.00	6.99%	493,404.35

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	111,421.16	119,952.00	(8,530.84)	185,863.69	1,440,000.00	12.91%	1,254,136.31
10-20-5104 Salaries - Overtime	8,919.13	6,664.00	2,255.13	21,642.35	80,000.00	27.05%	58,357.65
10-20-5106 Social Security/Medicare	8,828.63	9,996.00	(1,167.37)	17,860.40	120,000.00	14.88%	102,139.60
10-20-5107 TMRS	13,650.65	14,994.00	(1,343.35)	27,326.05	180,000.00	15.18%	152,673.95
10-20-5108 Health & Life Insurance	18,779.12	24,990.00	(6,210.88)	37,061.80	300,000.00	12.35%	262,938.20
10-20-5109 Worker's Comp	0.00	6,997.20	(6,997.20)	6,643.82	84,000.00	7.91%	77,356.18
10-20-5110 Texas Workforce Commission	22.58	499.80	(477.22)	94.15	6,000.00	1.57%	5,905.85
10-20-5114 Benefits Admin Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-20-5115 Longevity Pay	1,680.00	166.60	1,513.40	1,680.00	2,000.00	84.00%	320.00
10-20-5117 Certificate Pay	2,123.04	3,748.50	(1,625.46)	3,609.17	45,000.00	8.02%	41,390.83
10-20-5206 Professional Services	74.94	833.00	(758.06)	74.94	10,000.00	0.75%	9,925.06
10-20-5223 Training & Travel	0.00	0.00	0.00	165.00	0.00	0.00%	(165.00)
10-20-5224 Dues & Subscriptions	35.00	83.30	(48.30)	70.00	1,000.00	7.00%	930.00
10-20-5231 Recruiting & Hiring Expense	215.00	249.90	(34.90)	215.00	3,000.00	7.17%	2,785.00
10-20-5301 Office Supplies	778.31	250.00	528.31	1,406.68	3,000.00	46.89%	1,593.32
10-20-5309 Uniforms	690.83	666.40	24.43	690.83	8,000.00	8.64%	7,309.17
10-20-5310 Postage	79.75	16.66	63.09	79.75	200.00	39.88%	120.25
10-20-5313 Fuel Expense	7,371.02	4,165.00	3,206.02	7,371.02	50,000.00	14.74%	42,628.98
10-20-5314 Computer & Technology	917.23	4,166.67	(3,249.44)	17,421.23	50,000.00	34.84%	32,578.77
10-20-5315 Computer Software/License	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-20-5317 Equipment & Other Rentals	51.66	2,082.50	(2,030.84)	3,911.20	25,000.00	15.64%	21,088.80
10-20-5319 Vehicle Repairs & Maintenance	2,671.64	2,082.50	589.14	2,974.45	25,000.00	11.90%	22,025.55
10-20-5328 Small Tools & Minor	30,950.43	3,332.00	27,618.43	30,950.43	40,000.00	77.38%	9,049.57
10-20-5330 Miscellaneous	227.37	83.30	144.07	227.37	1,000.00	22.74%	772.63
10-20-5404 Mobile Technology Expense	569.80	666.40	(96.60)	569.80	8,000.00	7.12%	7,430.20
10-20-5405 Insurance - Liability & Prop	0.00	999.60	(999.60)	2,786.75	12,000.00	23.22%	9,213.25

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5407 Insurance - Vehicles	0.00	1,249.50	(1,249.50)	7,663.50	15,000.00	51.09%	7,336.50
10-20-5410 Vehicle Replacement Fund	0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00
Police Totals	210,057.29	217,348.15	(7,290.86)	378,359.38	2,609,200.00	14.50%	2,230,840.62

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	6,475.20	7,497.00	(1,021.80)	10,981.90	90,000.00	12.20%	79,018.10
10-21-5104 Salaries - Overtime	60.84	416.50	(355.66)	212.94	5,000.00	4.26%	4,787.06
10-21-5106 Social Security/Medicare	504.59	833.00	(328.41)	1,008.42	10,000.00	10.08%	8,991.58
10-21-5107 TMRS	725.56	833.00	(107.44)	1,450.03	10,000.00	14.50%	8,549.97
10-21-5108 Health & Life Insurance	285.57	833.00	(547.43)	571.14	10,000.00	5.71%	9,428.86
10-21-5109 Worker's Comp	0.00	499.80	(499.80)	813.57	6,000.00	13.56%	5,186.43
10-21-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-21-5114 Benefits Admin Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-21-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-21-5223 Training & Travel	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-21-5224 Dues & Subscriptions	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-21-5229 Contractual Services	2,510.00	833.00	1,677.00	2,510.00	10,000.00	25.10%	7,490.00
10-21-5301 Office Supplies	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-21-5309 Uniforms	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-21-5310 Postage	0.00	16.67	(16.67)	53.89	200.00	26.95%	146.11
10-21-5313 Fuel Expense	287.55	333.20	(45.65)	287.55	4,000.00	7.19%	3,712.45
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-21-5328 Small Tools & Minor	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-21-5404 Mobile Technology Expense	41.87	1,082.90	(1,041.03)	41.87	13,000.00	0.32%	12,958.13
10-21-5407 Insurance - Vehicles	0.00	83.30	(83.30)	187.50	1,000.00	18.75%	812.50
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	10,951.18	15,768.73	(4,817.55)	18,178.81	189,300.00	9.60%	171,121.19

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-22-5214 Advertising/Printing Expense	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-22-5223 Training & Travel	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-22-5224 Dues & Subscriptions	150.00	0.00	150.00	150.00	500.00	30.00%	350.00
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	5,552.62	833.00	4,719.62	5,552.62	10,000.00	55.53%	4,447.38
10-22-5352 Emergency Preparedness	0.00	0.00	0.00	0.00	50,000.00	0.00%	50,000.00
Emergency Management Totals	5,702.62	2,541.22	3,161.40	5,702.62	81,000.00	7.04%	75,297.38

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	9,694.40	14,161.00	(4,466.60)	16,619.68	170,000.00	9.78%	153,380.32
10-25-5104 Salaries - Overtime	66.28	416.50	(350.22)	82.85	5,000.00	1.66%	4,917.15
10-25-5106 Social Security/Medicare	786.90	1,666.00	(879.10)	1,518.87	20,000.00	7.59%	18,481.13
10-25-5107 TMRS	1,152.38	1,666.00	(513.62)	2,225.76	20,000.00	11.13%	17,774.24
10-25-5108 Health & Life Insurance	1,230.41	3,332.00	(2,101.59)	2,460.82	40,000.00	6.15%	37,539.18
10-25-5109 Worker's Comp	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-25-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-25-5114 Benefits Admin Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-25-5115 Longevity Pay	540.00	41.65	498.35	540.00	500.00	108.00%	(40.00)
10-25-5117 Certificate Pay	175.38	249.90	(74.52)	298.15	3,000.00	9.94%	2,701.85
10-25-5203 Attorney/Prosecutor Fees	3,750.00	4,165.00	(415.00)	6,962.50	50,000.00	13.93%	43,037.50
10-25-5209 Judge Fees	4,806.25	4,165.00	641.25	5,156.25	50,000.00	10.31%	44,843.75
10-25-5220 Interpreter Services	20.64	124.95	(104.31)	20.64	1,500.00	1.38%	1,479.36
10-25-5223 Training & Travel	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-25-5301 Office Supplies	106.70	249.90	(143.20)	289.77	3,000.00	9.66%	2,710.23
10-25-5308 Jury Trial Expense	55.50	166.60	(111.10)	55.50	2,000.00	2.78%	1,944.50
10-25-5309 Uniforms	0.00	83.30	(83.30)	(102.22)	1,000.00	(10.22%)	1,102.22
10-25-5310 Postage	102.44	166.60	(64.16)	422.16	2,000.00	21.11%	1,577.84
10-25-5314 Computer & Technology	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-25-5317 Equipment & Other Rentals	51.64	83.30	(31.66)	120.18	1,000.00	12.02%	879.82
Municipal Court Totals	22,538.92	32,154.13	(9,615.21)	36,670.91	386,000.00	9.50%	349,329.09

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	13,015.84	21,658.00	(8,642.16)	21,523.28	260,000.00	8.28%	238,476.72
10-30-5104 Salaries - Overtime	1,036.03	833.00	203.03	1,906.67	10,000.00	19.07%	8,093.33
10-30-5106 Social Security/Medicare	1,015.75	2,499.00	(1,483.25)	2,032.52	30,000.00	6.78%	27,967.48
10-30-5107 TMRS	1,488.97	3,332.00	(1,843.03)	2,984.15	40,000.00	7.46%	37,015.85
10-30-5108 Health & Life Insurance	2,916.52	5,831.00	(2,914.48)	6,324.70	70,000.00	9.04%	63,675.30
10-30-5109 Worker's Comp	0.00	1,749.30	(1,749.30)	900.72	21,000.00	4.29%	20,099.28
10-30-5110 Texas Workforce Commission	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-30-5115 Longevity Pay	360.00	41.65	318.35	360.00	500.00	72.00%	140.00
10-30-5117 Certificate Pay	46.14	0.00	46.14	78.44	500.00	15.69%	421.56
10-30-5217 Professional Cleaning Services	0.00	999.60	(999.60)	825.00	12,000.00	6.88%	11,175.00
10-30-5219 Roads, Bridges & Drainage	1,056.00	24,990.00	(23,934.00)	1,056.00	300,000.00	0.35%	298,944.00
10-30-5223 Training & Travel	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-30-5229 Contractual Services	0.00	3,750.00	(3,750.00)	0.00	45,000.00	0.00%	45,000.00
10-30-5301 Office Supplies	23.73	249.90	(226.17)	69.70	3,000.00	2.32%	2,930.30
10-30-5309 Uniforms	36.00	416.50	(380.50)	36.00	5,000.00	0.72%	4,964.00
10-30-5311 Building Repairs &	633.39	833.00	(199.61)	633.39	10,000.00	6.33%	9,366.61
10-30-5313 Fuel Expense	659.86	1,249.50	(589.64)	659.86	15,000.00	4.40%	14,340.14
10-30-5317 Equipment & Other Rentals	25.40	416.50	(391.10)	53.90	5,000.00	1.08%	4,946.10
10-30-5319 Vehicle Repairs & Maintenance	2,728.26	416.50	2,311.76	4,229.69	5,000.00	84.59%	770.31
10-30-5321 Public Works Maintenance	5,890.00	2,083.33	3,806.67	5,890.00	25,000.00	23.56%	19,110.00
10-30-5328 Small Tools & Minor	691.19	499.80	191.39	708.17	6,000.00	11.80%	5,291.83
10-30-5331 Signs & Postings	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
10-30-5401 Utilities - Electricity	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-30-5404 Mobile Technology Expense	83.74	83.30	0.44	83.74	1,000.00	8.37%	916.26
10-30-5407 Insurance - Vehicles	0.00	166.60	(166.60)	445.50	2,000.00	22.28%	1,554.50
10-30-5410 Vehicle Replacement Fund	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works Totals	31,706.82	77,013.25	(45,306.43)	50,801.43	925,000.00	5.49%	874,198.57

City of Iowa Colony
Financial Statement
As of November 30, 2025

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5217 Professional Cleaning Services	0.00	416.67	(416.67)	495.00	5,000.00	9.90%	4,505.00
10-32-5229 Contractual Services	31,706.75	10,412.50	21,294.25	31,706.75	125,000.00	25.37%	93,293.25
10-32-5301 Office Supplies	57.63	166.60	(108.97)	57.63	2,000.00	2.88%	1,942.37
10-32-5309 Uniforms	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
10-32-5317 Equipment & Other Rentals	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-32-5323 Park Improvements	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-32-5324 Park Maintenance	6,300.00	6,955.55	(655.55)	6,300.00	83,500.00	7.54%	77,200.00
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	38,064.38	19,159.53	18,904.85	38,559.38	230,000.00	16.76%	191,440.62

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	4,211.20	14,994.00	(10,782.80)	7,156.16	180,000.00	3.98%	172,843.84
10-35-5104 Salaries - Overtime	19.74	916.30	(896.56)	19.74	11,000.00	0.18%	10,980.26
10-35-5106 Social Security/Medicare	349.21	1,666.00	(1,316.79)	662.43	20,000.00	3.31%	19,337.57
10-35-5107 TMRS	511.61	2,499.00	(1,987.39)	971.46	30,000.00	3.24%	29,028.54
10-35-5108 Health & Life Insurance	1,035.18	1,666.00	(630.82)	2,070.36	20,000.00	10.35%	17,929.64
10-35-5109 Worker's Comp	0.00	249.90	(249.90)	86.45	3,000.00	2.88%	2,913.55
10-35-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-35-5114 Benefits Admin Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-35-5115 Longevity Pay	420.00	41.65	378.35	420.00	500.00	84.00%	80.00
10-35-5206 Professional Services	0.00	2,082.50	(2,082.50)	120.00	25,000.00	0.48%	24,880.00
10-35-5208 Engineering Services	4,643.00	6,250.00	(1,607.00)	4,643.00	75,000.00	6.19%	70,357.00
10-35-5223 Training & Travel	240.00	166.60	73.40	240.00	2,000.00	12.00%	1,760.00
10-35-5232 Early Plat - Admin Fee	0.00	20,825.00	(20,825.00)	0.00	250,000.00	0.00%	250,000.00
10-35-5233 Eng Svc: Permits/Inspections	93,384.15	29,155.00	64,229.15	93,384.15	350,000.00	26.68%	256,615.85
10-35-5234 Eng Svc: Plan Review	0.00	12,495.00	(12,495.00)	0.00	150,000.00	0.00%	150,000.00
10-35-5235 Eng Svc: Platting	28,604.45	12,495.00	16,109.45	28,604.45	150,000.00	19.07%	121,395.55
10-35-5301 Office Supplies	51.18	166.60	(115.42)	133.60	2,000.00	6.68%	1,866.40
10-35-5309 Uniforms	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-35-5315 Computer Software/License	0.00	2,499.00	(2,499.00)	14,850.00	30,000.00	49.50%	15,150.00
10-35-5317 Equipment & Other Rentals	25.83	83.30	(57.47)	70.49	1,000.00	7.05%	929.51
10-35-5411 TIF Fund/MUD 31 Payable	0.00	332,370.97	(332,370.97)	0.00	3,990,047.67	0.00%	3,990,047.67
Community Development Totals	133,495.55	440,830.07	(307,334.52)	153,432.29	5,292,047.67	2.90%	5,138,615.38

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	8,390.40	9,163.00	(772.60)	14,239.20	110,000.00	12.94%	95,760.80
10-36-5106 Social Security/Medicare	647.44	833.00	(185.56)	1,271.84	10,000.00	12.72%	8,728.16
10-36-5107 TMRS	949.34	1,666.00	(716.66)	1,865.55	20,000.00	9.33%	18,134.45
10-36-5108 Health & Life Insurance	1,015.73	1,666.00	(650.27)	2,031.46	20,000.00	10.16%	17,968.54
10-36-5109 Worker's Comp	0.00	583.10	(583.10)	877.67	7,000.00	12.54%	6,122.33
10-36-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-36-5114 Benefits Admin Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5115 Longevity Pay	240.00	16.66	223.34	240.00	200.00	120.00%	(40.00)
10-36-5207 Building Inspector	36,967.50	33,320.00	3,647.50	36,967.50	400,000.00	9.24%	363,032.50
10-36-5223 Training & Travel	741.06	416.50	324.56	1,295.06	5,000.00	25.90%	3,704.94
10-36-5224 Dues & Subscriptions	184.31	208.25	(23.94)	184.31	2,500.00	7.37%	2,315.69
10-36-5301 Office Supplies	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
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	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-36-5309 Uniforms	58.00	166.60	(108.60)	218.00	2,000.00	10.90%	1,782.00
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	299.75	291.55	8.20	299.75	3,500.00	8.56%	3,200.25
10-36-5319 Vehicle Repairs & Maintenance	0.00	291.55	(291.55)	0.00	3,500.00	0.00%	3,500.00
10-36-5328 Small Tools & Minor	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-36-5404 Mobile Technology Expense	113.74	333.20	(219.46)	113.74	4,000.00	2.84%	3,886.26
10-36-5407 Insurance - Vehicles	0.00	83.30	(83.30)	492.75	1,000.00	49.28%	507.25
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	49,607.27	50,596.42	(989.15)	60,096.83	607,400.00	9.89%	547,303.17

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	9,520.00	20,833.33	(11,313.33)	9,520.00	250,000.00	3.81%	240,480.00
10-90-5660 Contingency/Reserves	0.00	35,742.47	(35,742.47)	0.00	429,081.38	0.00%	429,081.38
Capital and Planning Projects Totals	9,520.00	56,575.80	(47,055.80)	9,520.00	679,081.38	1.40%	669,561.38
Expense Totals	631,114.31	1,114,340.18	(483,225.87)	1,022,423.07	13,511,229.05	7.57%	12,488,805.98

City of Iowa Colony
Financial Statement
As of November 30, 2025

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	16,046.29	0.00	16,046.29	33,246.92	190,000.00	17.50%	156,753.08
Revenue Totals	16,046.29	0.00	16,046.29	33,246.92	190,000.00	17.50%	156,753.08
Expense Summary							
Services	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00
Expense Totals	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	16,046.29	0.00	16,046.29	33,246.92	190,000.00	17.50%	156,753.08
Miscellaneous Totals	16,046.29	0.00	16,046.29	33,246.92	190,000.00	17.50%	156,753.08
Revenue Totals	16,046.29	0.00	16,046.29	33,246.92	190,000.00	17.50%	156,753.08

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Services	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00
Administration Totals	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00
Expense Total	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
12-10-5409 Utilities - Water/Sewer	0.00	0.00	0.00	0.00	200.00	0.00%	200.00
Administration Totals	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00
Expense Totals	0.00	0.00	0.00	0.00	6,200.00	0.00%	6,200.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	0.00	29,155.00	(29,155.00)	0.00	350,000.00	0.00%	350,000.00
Miscellaneous	1,545.80	2,082.50	(536.70)	3,192.21	25,000.00	12.77%	21,807.79
Revenue Totals	1,545.80	31,237.50	(29,691.70)	3,192.21	375,000.00	0.85%	371,807.79
Expense Summary							
Personnel Services	5,554.87	6,830.60	(1,275.73)	11,376.39	83,500.00	13.62%	72,123.61
Professional/Contract Services	755.00	4,123.35	(3,368.35)	8,258.13	49,500.00	16.68%	41,241.87
Materials & Supplies	11,219.49	22,032.88	(10,813.39)	36,372.27	264,500.00	13.75%	228,127.73
Capital Outlay	0.00	12,495.00	(12,495.00)	0.00	150,000.00	0.00%	150,000.00
Expense Totals	17,529.36	45,481.83	(27,952.47)	56,006.79	547,500.00	10.23%	491,493.21

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	0.00	29,155.00	(29,155.00)	0.00	350,000.00	0.00%	350,000.00
Sales Tax Totals	0.00	29,155.00	(29,155.00)	0.00	350,000.00	0.00%	350,000.00
Miscellaneous							
20-4910 Interest Income	1,545.80	2,082.50	(536.70)	3,192.21	25,000.00	12.77%	21,807.79
Miscellaneous Totals	1,545.80	2,082.50	(536.70)	3,192.21	25,000.00	12.77%	21,807.79
Revenue Totals	1,545.80	31,237.50	(29,691.70)	3,192.21	375,000.00	0.85%	371,807.79

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	0.00	12,495.00	(12,495.00)	0.00	150,000.00	0.00%	150,000.00
Materials & Supplies	11,219.49	22,032.88	(10,813.39)	36,372.27	264,500.00	13.75%	228,127.73
Personnel Services	5,554.87	6,830.60	(1,275.73)	11,376.39	83,500.00	13.62%	72,123.61
Professional/Contract Services	755.00	4,123.35	(3,368.35)	8,258.13	49,500.00	16.68%	41,241.87
Police Totals	17,529.36	45,481.83	(27,952.47)	56,006.79	547,500.00	10.23%	491,493.21
Expense Total	17,529.36	45,481.83	(27,952.47)	56,006.79	547,500.00	10.23%	491,493.21

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	4,097.04	4,165.00	(67.96)	7,431.51	50,000.00	14.86%	42,568.49
20-20-5104 Salaries - Overtime	0.00	0.00	0.00	359.96	0.00	0.00%	(359.96)
20-20-5106 Social Security/Medicare	657.31	833.00	(175.69)	1,262.19	10,000.00	12.62%	8,737.81
20-20-5107 TMRS	472.50	833.00	(360.50)	1,142.11	10,000.00	11.42%	8,857.89
20-20-5108 Health & Life Insurance	129.56	833.00	(703.44)	755.56	10,000.00	7.56%	9,244.44
20-20-5109 Worker's Comp	0.00	83.30	(83.30)	129.68	1,000.00	12.97%	870.32
20-20-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
20-20-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
20-20-5117 Certificate Pay	138.46	0.00	138.46	235.38	1,500.00	15.69%	1,264.62
20-20-5206 Professional Services	60.00	1,249.50	(1,189.50)	5,620.00	15,000.00	37.47%	9,380.00
20-20-5222 Investigations	200.00	249.90	(49.90)	200.00	3,000.00	6.67%	2,800.00
20-20-5223 Training & Travel	495.00	2,082.50	(1,587.50)	2,438.13	25,000.00	9.75%	22,561.87
20-20-5230 Radio Service	0.00	541.45	(541.45)	0.00	6,500.00	0.00%	6,500.00
20-20-5301 Office Supplies	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
20-20-5303 Public Education & Training	2,646.45	1,666.00	980.45	2,646.45	20,000.00	13.23%	17,353.55
20-20-5307 Investigation Supplies	304.45	249.90	54.55	304.45	3,000.00	10.15%	2,695.55
20-20-5309 Uniforms	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
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	8,268.59	6,664.00	1,604.59	33,421.37	80,000.00	41.78%	46,578.63
20-20-5316 Equipment Repair/Parts	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
20-20-5317 Equipment & Other Rentals	0.00	9,163.00	(9,163.00)	0.00	110,000.00	0.00%	110,000.00
20-20-5328 Small Tools & Minor	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5650 Vehicles & Machinery	0.00	12,495.00	(12,495.00)	0.00	150,000.00	0.00%	150,000.00
Police Totals	17,529.36	45,481.83	(27,952.47)	56,006.79	547,500.00	10.23%	491,493.21
Expense Totals	17,529.36	45,481.83	(27,952.47)	56,006.79	547,500.00	10.23%	491,493.21

City of Iowa Colony
Financial Statement
As of November 30, 2025

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	8,997.64	1,650,177.00	0.55%	1,641,179.36
Revenue Totals	0.00	0.00	0.00	8,997.64	1,650,177.00	0.55%	1,641,179.36
Expense Summary							
Debt Service	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19
Expense Totals	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19

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	8,997.64	1,650,177.00	0.55%	1,641,179.36
Adminstration Totals	0.00	0.00	0.00	8,997.64	1,650,177.00	0.55%	1,641,179.36
Revenue Total	0.00	0.00	0.00	8,997.64	1,650,177.00	0.55%	1,641,179.36

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	8,997.64	1,650,177.00	0.55%	1,641,179.36
Adminstration Totals	0.00	0.00	0.00	8,997.64	1,650,177.00	0.55%	1,641,179.36
Revenue Totals	0.00	0.00	0.00	8,997.64	1,650,177.00	0.55%	1,641,179.36

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19
Adminstration Totals	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19
Expense Total	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19

City of Iowa Colony
Financial Statement
As of November 30, 2025

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	33,320.00	(33,320.00)	0.00	400,000.00	0.00%	400,000.00
30-10-5504 Paying Agent Fee	0.00	0.00	0.00	0.00	1,000.00	0.00%	1,000.00
30-10-5513 Interest on Debt	0.00	0.00	0.00	314,874.00	0.00	0.00%	(314,874.00)
30-10-5520 MUD 55 Debt Adjustment	0.00	108,836.46	(108,836.46)	0.00	1,306,560.19	0.00%	1,306,560.19
Adminstration Totals	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19
Expense Totals	0.00	142,156.46	(142,156.46)	314,874.00	1,707,560.19	18.44%	1,392,686.19

City of Iowa Colony
Financial Statement
As of November 30, 2025

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	205.50	833.33	(627.83)	401.59	10,000.00	4.02%	9,598.41
Revenue Totals	205.50	833.33	(627.83)	401.59	10,000.00	4.02%	9,598.41
Expense Summary							
Materials & Supplies	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	205.50	833.33	(627.83)	401.59	10,000.00	4.02%	9,598.41
Fines & Forfeitures Totals	205.50	833.33	(627.83)	401.59	10,000.00	4.02%	9,598.41
Revenue Totals	205.50	833.33	(627.83)	401.59	10,000.00	4.02%	9,598.41

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	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Municipal Court Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Total	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Municipal Court Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	247.95	1,000.00	(752.05)	482.50	12,000.00	4.02%	11,517.50
Revenue Totals	247.95	1,000.00	(752.05)	482.50	12,000.00	4.02%	11,517.50
Expense Summary							
Materials & Supplies	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	247.95	1,000.00	(752.05)	482.50	12,000.00	4.02%	11,517.50
Fines & Forfeitures Totals	247.95	1,000.00	(752.05)	482.50	12,000.00	4.02%	11,517.50
Revenue Totals	247.95	1,000.00	(752.05)	482.50	12,000.00	4.02%	11,517.50

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	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Municipal Court Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Total	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

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	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Municipal Court Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Expense Totals	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,179.80	0.00	1,179.80	2,436.36	13,000.00	18.74%	10,563.64
Transfers	0.00	0.00	0.00	0.00	255,000.00	0.00%	255,000.00
Revenue Totals	1,179.80	0.00	1,179.80	2,436.36	268,000.00	0.91%	265,563.64
Expense Summary							
Capital Outlay	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Expense Totals	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	1,179.80	0.00	1,179.80	2,436.36	13,000.00	18.74%	10,563.64
Miscellaneous Totals	1,179.80	0.00	1,179.80	2,436.36	13,000.00	18.74%	10,563.64
Transfers							
50-8000 Transfer In	0.00	0.00	0.00	0.00	255,000.00	0.00%	255,000.00
Transfers Totals	0.00	0.00	0.00	0.00	255,000.00	0.00%	255,000.00
Revenue Totals	1,179.80	0.00	1,179.80	2,436.36	268,000.00	0.91%	265,563.64

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	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Administration Totals	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Expense Total	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00

City of Iowa Colony
Financial Statement
As of November 30, 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	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Administration Totals	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Expense Totals	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

60 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
License & Permits	55,143.00	149,940.00	(94,797.00)	213,290.00	2,425,000.00	8.80%	2,211,710.00
Business & Franchise	0.00	187,425.00	(187,425.00)	523,007.74	5,436,200.00	9.62%	4,913,192.26
Miscellaneous	655.23	0.00	655.23	2,742.66	100,000.00	2.74%	97,257.34
Revenue Totals	55,798.23	337,365.00	(281,566.77)	739,040.40	7,961,200.00	9.28%	7,222,159.60
Expense Summary							
Personnel Services	0.00	9,996.00	(9,996.00)	0.00	120,000.00	0.00%	120,000.00
Professional/Contract Services	362,826.36	298,647.16	64,179.20	368,768.61	3,611,200.00	10.21%	3,242,431.39
Materials & Supplies	24,844.91	31,487.40	(6,642.49)	24,844.91	378,000.00	6.57%	353,155.09
Services	141,222.21	208,666.50	(67,444.29)	159,836.68	2,515,000.00	6.36%	2,355,163.32
Capital Outlay	0.00	73,750.00	(73,750.00)	0.00	885,000.00	0.00%	885,000.00
Expense Totals	528,893.48	622,547.06	(93,653.58)	553,450.20	7,509,200.00	7.37%	6,955,749.80

City of Iowa Colony
Financial Statement
As of November 30, 2025

60 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
60-4504 Wtr Mtr/Tap/Endpoint Fee	37,895.00	149,940.00	(112,045.00)	154,880.00	1,800,000.00	8.60%	1,645,120.00
60-4508 Wtr Svc Inspection Fee	16,848.00	0.00	16,848.00	57,810.00	600,000.00	9.64%	542,190.00
60-4509 Wtr Svc Plan Review Fee	400.00	0.00	400.00	600.00	25,000.00	2.40%	24,400.00
License & Permits Totals	55,143.00	149,940.00	(94,797.00)	213,290.00	2,425,000.00	8.80%	2,211,710.00
Business & Franchise							
60-4505 Water Service Revenue	0.00	20,825.00	(20,825.00)	3,666.00	250,000.00	1.47%	246,334.00
60-4507 Garbage Collection Revenue	0.00	166,600.00	(166,600.00)	118,282.85	2,000,000.00	5.91%	1,881,717.15
60-4604 Franchise Fees Si Env	0.00	0.00	0.00	18,213.91	0.00	0.00%	(18,213.91)
60-4901 Penalty and Interest	0.00	0.00	0.00	9,516.36	65,000.00	14.64%	55,483.64
60-4903 Grease Trap SiEnv	0.00	0.00	0.00	1,538.38	15,000.00	10.26%	13,461.62
60-4904 Transfer Fees SiEnv	0.00	0.00	0.00	5,163.68	40,000.00	12.91%	34,836.32
60-4905 Water Service SiEnv	0.00	0.00	0.00	236,223.83	1,500,000.00	15.75%	1,263,776.17
60-4906 Sewer Service SiEnv	0.00	0.00	0.00	117,303.93	1,200,000.00	9.78%	1,082,696.07
60-4907 Miscellaneous Services SiEnv	0.00	0.00	0.00	7,978.00	60,000.00	13.30%	52,022.00
60-4920 Reconnection / Disconnection	0.00	0.00	0.00	4,090.80	30,000.00	13.64%	25,909.20
60-4921 Inspection Fees SiEnv	0.00	0.00	0.00	0.00	1,200.00	0.00%	1,200.00
60-4922 Tap Connection Fees SiEnv	0.00	0.00	0.00	0.00	250,000.00	0.00%	250,000.00
60-4925 Customer Inspection Fees SiEnv	0.00	0.00	0.00	0.00	5,000.00	0.00%	5,000.00
60-4927 Meter Rental & Lease Rev SiEnv	0.00	0.00	0.00	1,030.00	15,000.00	6.87%	13,970.00
60-4929 Inspection Fees SiEnv	0.00	0.00	0.00	0.00	5,000.00	0.00%	5,000.00
Business & Franchise Totals	0.00	187,425.00	(187,425.00)	523,007.74	5,436,200.00	9.62%	4,913,192.26
Miscellaneous							
60-4910 Interest Income	655.23	0.00	655.23	2,742.66	15,000.00	18.28%	12,257.34
60-4911 Other Revenue	0.00	0.00	0.00	0.00	85,000.00	0.00%	85,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

60 - Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
Miscellaneous Totals	655.23	0.00	655.23	2,742.66	100,000.00	2.74%	97,257.34
Revenue Totals	55,798.23	337,365.00	(281,566.77)	739,040.40	7,961,200.00	9.28%	7,222,159.60

60 - Utility Fund Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	73,750.00	(73,750.00)	0.00	885,000.00	0.00%	885,000.00
Materials & Supplies	24,844.91	31,487.40	(6,642.49)	24,844.91	378,000.00	6.57%	353,155.09
Personnel Services	0.00	9,996.00	(9,996.00)	0.00	120,000.00	0.00%	120,000.00
Professional/Contract Services	362,826.36	298,647.16	64,179.20	368,768.61	3,611,200.00	10.21%	3,242,431.39
Services	141,222.21	208,666.50	(67,444.29)	159,836.68	2,515,000.00	6.36%	2,355,163.32
Utility Fund Totals	528,893.48	622,547.06	(93,653.58)	553,450.20	7,509,200.00	7.37%	6,955,749.80
Expense Total	528,893.48	622,547.06	(93,653.58)	553,450.20	7,509,200.00	7.37%	6,955,749.80

City of Iowa Colony
Financial Statement
As of November 30, 2025

60 - Utility Fund Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
60-60-5101 Salaries - Full Time	0.00	5,747.70	(5,747.70)	0.00	69,000.00	0.00%	69,000.00
60-60-5104 Salaries - Overtime	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
60-60-5106 Social Security/Medicare	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
60-60-5107 TMRS	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
60-60-5108 Health & Life Insurance	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
60-60-5109 Worker's Comp	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
60-60-5110 Texas Workforce Commission	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
60-60-5201 Legal Services	0.00	0.00	0.00	0.00	25,000.00	0.00%	25,000.00
60-60-5202 Audit Services	0.00	2,915.50	(2,915.50)	0.00	35,000.00	0.00%	35,000.00
60-60-5206 Professional Services	83.25	5,414.50	(5,331.25)	5,941.50	65,000.00	9.14%	59,058.50
60-60-5208 Engineering Services	26,962.50	27,072.50	(110.00)	26,962.50	325,000.00	8.30%	298,037.50
60-60-5211 Bank Fees	39.50	0.00	39.50	123.50	1,000.00	12.35%	876.50
60-60-5229 Contractual Services	7,239.95	234,089.66	(226,849.71)	7,239.95	2,810,200.00	0.26%	2,802,960.05
60-60-5240 Permits/Assessment Fee	6,478.10	4,165.00	2,313.10	6,478.10	50,000.00	12.96%	43,521.90
60-60-5242 Sludge Hauling	0.00	24,990.00	(24,990.00)	0.00	300,000.00	0.00%	300,000.00
60-60-5301 Office Supplies	5,318.60	4,165.00	1,153.60	5,318.60	50,000.00	10.64%	44,681.40
60-60-5310 Postage	504.26	666.40	(162.14)	504.26	8,000.00	6.30%	7,495.74
60-60-5311 Building Repairs &	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
60-60-5334 Laboratory Expense	1,737.50	12,495.00	(10,757.50)	1,737.50	150,000.00	1.16%	148,262.50
60-60-5335 Chemicals	17,284.55	12,495.00	4,789.55	17,284.55	150,000.00	11.52%	132,715.45
60-60-5336 Operator Fees	76,504.31	0.00	76,504.31	76,504.31	0.00	0.00%	(76,504.31)
60-60-5337 Water Inspection Expenses	27,431.47	0.00	27,431.47	27,431.47	0.00	0.00%	(27,431.47)
60-60-5338 Water Tap Connection	70,914.70	0.00	70,914.70	70,914.70	0.00	0.00%	(70,914.70)
60-60-5339 Maintenance & Repairs	141,872.26	0.00	141,872.26	141,872.26	0.00	0.00%	(141,872.26)
60-60-5340 Water Transfer Fee Expenses	5,300.32	0.00	5,300.32	5,300.32	0.00	0.00%	(5,300.32)
60-60-5401 Utilities - Electricity	31,010.33	33,320.00	(2,309.67)	31,010.33	400,000.00	7.75%	368,989.67

City of Iowa Colony
Financial Statement
As of November 30, 2025

60 - Utility Fund Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
60-60-5403 Utilities - Telephone	132.80	416.50	(283.70)	265.60	5,000.00	5.31%	4,734.40
60-60-5405 Insurance - Liability & Prop	0.00	8,330.00	(8,330.00)	18,251.75	100,000.00	18.25%	81,748.25
60-60-5412 Utilities - Gas	235.88	0.00	235.88	465.80	10,000.00	4.66%	9,534.20
60-60-5414 Garbage Collection Services	109,843.20	166,600.00	(56,756.80)	109,843.20	2,000,000.00	5.49%	1,890,156.80
60-60-5661 Capital Projects Fund	0.00	45,833.33	(45,833.33)	0.00	550,000.00	0.00%	550,000.00
60-60-5691 Lease Payment - AMI Meter	0.00	27,916.67	(27,916.67)	0.00	335,000.00	0.00%	335,000.00
Utility Fund Totals	528,893.48	622,547.06	(93,653.58)	553,450.20	7,509,200.00	7.37%	6,955,749.80
Expense Totals	528,893.48	622,547.06	(93,653.58)	553,450.20	7,509,200.00	7.37%	6,955,749.80

City of Iowa Colony
Financial Statement
As of November 30, 2025

61 - Utility Debt F Capital Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	1,526.85	27,600,000.00	0.01%	27,598,473.15
Transfers	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
Revenue Totals	0.00	0.00	0.00	1,526.85	27,700,000.00	0.01%	27,698,473.15
Expense Summary							
Debt Service	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
Transfers	0.00	0.00	0.00	0.00	670,000.00	0.00%	670,000.00
Expense Totals	0.00	0.00	0.00	0.00	770,000.00	0.00%	770,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

61 - Utility Debt F Capital Project	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
61-4910 Interest Income	0.00	0.00	0.00	1,526.85	0.00	0.00%	(1,526.85)
61-4931 Proceeds from Sale of Bonds	0.00	0.00	0.00	0.00	27,600,000.00	0.00%	27,600,000.00
Miscellaneous Totals	0.00	0.00	0.00	1,526.85	27,600,000.00	0.01%	27,598,473.15
Transfers							
61-8000 Transfer In	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
Transfers Totals	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
Revenue Totals	0.00	0.00	0.00	1,526.85	27,700,000.00	0.01%	27,698,473.15

61 - Utility Debt F Capital Project Debt Services	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	100,000.00	0.00%	100,000.00
Transfers	0.00	0.00	0.00	0.00	670,000.00	0.00%	670,000.00
Debt Services Totals	0.00	0.00	0.00	0.00	770,000.00	0.00%	770,000.00
Expense Total	0.00	0.00	0.00	0.00	770,000.00	0.00%	770,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

61 - Utility Debt F Capital Project Debt Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
61-50-5510 Bond Issuance Cost	0.00	0.00	0.00	0.00	100,000.00	0.00%	100,000.00
61-50-5706 Transfer to Operating Fund	0.00	0.00	0.00	0.00	670,000.00	0.00%	670,000.00
Debt Services Totals	0.00	0.00	0.00	0.00	770,000.00	0.00%	770,000.00
Expense Totals	0.00	0.00	0.00	0.00	770,000.00	0.00%	770,000.00

City of Iowa Colony
Financial Statement
As of November 30, 2025

62 - Project Fund Series 2025	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Not Categorized	28,094,665.75	0.00	28,094,665.75	28,094,665.75	0.00	0.00%	(28,094,665.75)
Miscellaneous	58,185.70	0.00	58,185.70	58,185.70	0.00	0.00%	(58,185.70)
Revenue Totals	28,152,851.45	0.00	28,152,851.45	28,152,851.45	0.00	0.00%	(28,152,851.45)
Expense Summary							
Professional/Contract Services	(0.88)	0.00	(0.88)	(0.88)	0.00	0.00%	0.88
Debt Service	819,501.39	0.00	819,501.39	819,501.39	0.00	0.00%	(819,501.39)
Expense Totals	819,500.51	0.00	819,500.51	819,500.51	0.00	0.00%	(819,500.51)

City of Iowa Colony
Financial Statement
As of November 30, 2025

62 - Project Fund Series 2025	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Not Categorized							
62-4935 Proceeds from issuance of bonds	27,130,000.00	0.00	27,130,000.00	27,130,000.00	0.00	0.00%	(27,130,000.00)
62-4936 Proceeds from bond issuance -	964,665.75	0.00	964,665.75	964,665.75	0.00	0.00%	(964,665.75)
Not Categorized Totals	28,094,665.75	0.00	28,094,665.75	28,094,665.75	0.00	0.00%	(28,094,665.75)
Miscellaneous							
62-4938 Interest Income - Investments	58,185.70	0.00	58,185.70	58,185.70	0.00	0.00%	(58,185.70)
Miscellaneous Totals	58,185.70	0.00	58,185.70	58,185.70	0.00	0.00%	(58,185.70)
Revenue Totals	28,152,851.45	0.00	28,152,851.45	28,152,851.45	0.00	0.00%	(28,152,851.45)

62 - Project Fund Series 2025 Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	819,501.39	0.00	819,501.39	819,501.39	0.00	0.00%	(819,501.39)
Professional/Contract Services	(0.88)	0.00	(0.88)	(0.88)	0.00	0.00%	0.88
Utility Fund Totals	819,500.51	0.00	819,500.51	819,500.51	0.00	0.00%	(819,500.51)
Expense Total	819,500.51	0.00	819,500.51	819,500.51	0.00	0.00%	(819,500.51)

City of Iowa Colony
Financial Statement
As of November 30, 2025

62 - Project Fund Series 2025 Utility Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
62-60-5211 Bank Fees	(0.88)	0.00	(0.88)	(0.88)	0.00	0.00%	0.88
62-60-5510 Bond Issuance Cost	819,501.39	0.00	819,501.39	819,501.39	0.00	0.00%	(819,501.39)
Utility Fund Totals	819,500.51	0.00	819,500.51	819,500.51	0.00	0.00%	(819,500.51)
Expense Totals	819,500.51	0.00	819,500.51	819,500.51	0.00	0.00%	(819,500.51)

Technology Department

- **Advanced Citywide Document Management Modernization:**
  - Completed multiple foundational components for the enterprise document management implementation, including the organization-wide requirements assessment, department-specific workflow documentation requests, and correction of structural inconsistencies in existing digital repositories. This work prepares Finance, Legal, and the City Secretary's Office for the first deployment phase and ensures future integrations will operate against a stable information architecture.
- **Strengthened Public Transparency Through Website Corrections and Posting Standardization:**
  - Identified and corrected an incomplete public notice for a Special Council Meeting, restored the appropriate posting language, ensured full packet visibility, and scheduled the required email notification to residents. This action reinforced public-facing transparency and ensured consistent meeting accessibility.
- **Improved Council Chambers and Emergency Operations Center Operational Reliability:**
  - Restored audiovisual function following intermittent issues, performed extended monitoring to validate system stability, and coordinated follow-up programming work to resolve persistent behavior. These efforts ensured reliable meeting operations and supported continuity for departmental and public-facing events.
- **Enhanced Organizational Cyber Readiness and Response Practices:**
  - Strengthened cybersecurity awareness by implementing external-message indicators, reinforcing reporting expectations, and responding promptly to email impersonation attempts. Additionally, substantial progress was made preparing two cybersecurity tabletop exercises aligned to real-world threat scenarios.

Technology Department

(Continued)

- **Improved Internal Communication Workflows and Standard Operating Guidance:**
  - Developed clear procedural documentation, including internal guidance for managing broadcast channels and operational steps for staff navigating basic system adjustments. These materials reduced recurring confusion and improved staff independence while preserving system integrity.
- **Supported Cross-Departmental Operations Through Responsive Technical Assistance:**
  - Provided real-time support for shifting departmental needs, including rapid resolution of meeting setup issues, clarification of device requirements, and restoration of presentation systems under limited notice. These actions minimized workflow disruption and maintained operational continuity for internal and public events.
- **Reinforced Governance, Procurement Clarity, and Audit-Ready Documentation Standards:**
  - Ensured accurate verification and documentation of service records, supported procurement workflow transparency, confirmed routing steps for financial approvals, and clarified administrative expectations surrounding contracted services. This strengthened cross-department coordination and improved readiness for compliance review.
- **Maintained Citywide Operational Planning and Integration Readiness:**
  - Continued forward progress on systems integrations that will support automation and citizen-facing digital improvements. This included confirmation of contract execution for the City's AI-based inquiry management platform, integration planning for future document ingestion, and maintaining stability across Cable TV channels following earlier joint corrective efforts.

Si Environmental, LLC

City of Iowa Colony

Operations Report for the meeting held on December 15th, 2025.

Management Report Summary

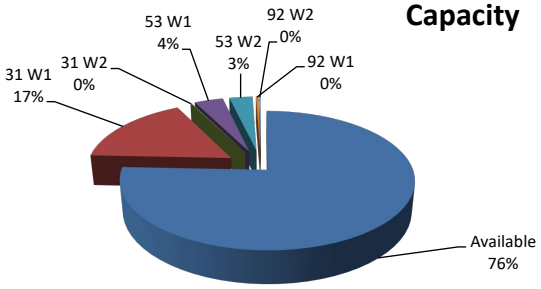
1. **Maintenance & Repairs:**
    - **Wastewater Treatment Plant**
        i. WWTP#1 – Vactor truck work to clean headworks & aeration basin.
        ii. WWTP #1 – Installed new filter element on blower #1.
    - **Lift Station**
        i. Sterling Lakes Dr L1 – Voltage was bad on phase monitor, started a job to replace.
        ii. Sterling Lakes Dr L1 – Pulled both lift pumps to clear debris.
        iii. Green Paradise Dr L2 – Vactor truck work to clear out heavy debris from wet well.
    - **Water Distribution**
        i. 7901 Lavender Jade Dr – Excavation to relocate meter outside area of sidewalk.
        ii. 9202 Sigourney Dr – Excavation to replace leaking tapline.
        iii. 2422 Rose Gold Dr - Excavation to replace leaking tapline.
        iv. 2419 Rose Gold Dr - Excavation to replace leaking tapline.
        v. 2602 American Ruby Dr – Installed 6” extension kit to fire hydrant.
    - **Water Plant**
        i. Nothing to report.
    - **Storm Sewer Collection**
        i. 10519 Sutter Creek Dr -Reset and resealed throat of storm manhole.
        ii. 2515 Peacock Ore Dr – Raised storm manhole to grade.
        iii. 2406 Imperial Jade Dr – Raised storm manhole to grade.
    - **Sanitary Sewer**
        i. In City – Jett truck work to clear blockage in sanitary main.
        ii. 2534 Tiger Eye Dr – Vactor truck work to clear out charged manhole.
        iii. 7702 Lavender Jade Dr – Televised houseline due to sewer backup. Found no issue with Wye connection, customer issue.

City of Iowa Colony
Production Report

NOVEMBER 2025 PUMPAGE X 1,000 GALS												
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	B092 Well 1	B092 Well 2	Total	Capacity	Bought	From	Sold	To
1	965	0	245	147	0	52	1,409	24.0%	1,433	BFB3	0	BC87
2	1,072	0	256	306	0	22	1,656	28.2%	207	BFB3	0	BC87
3	1,107	37	278	192	0	23	1,637	27.9%	249	BFB3	0	BC87
4	916	0	152	292	0	24	1,384	23.6%	259	BFB3	0	BC87
5	1,178	0	317	116	0	25	1,636	27.9%	218	BFB3	0	BC87
6	965	0	131	386	0	22	1,504	25.6%	293	BFB3	0	BC87
7	1,041	0	386	110	12	0	1,549	26.4%	209	BFB3	0	BC87
8	1,175	0	235	182	11	0	1,603	27.3%	209	BFB3	0	BC87
9	1,429	0	195	296	64	0	1,984	33.8%	209	BFB3	0	BC87
10	1,174	41	186	155	24	0	1,580	26.9%	80	BFB3	0	BC87
11	1,071	0	172	209	23	0	1,475	25.1%	125	BFB3	0	BC87
12	1,010	0	315	216	15	0	1,556	26.5%	126	BFB3	0	BC87
13	875	0	215	150	0	24	1,264	21.5%	160	BFB3	0	BC87
14	1,012	0	315	104	0	25	1,456	24.8%	160	BFB3	0	BC87
15	917	0	135	191	0	23	1,266	21.6%	160	BFB3	0	BC87
16	1,408	0	329	255	0	35	2,027	34.6%	160	BFB3	0	BC87
17	907	36	257	121	0	31	1,352	23.0%	137	BFB3	0	BC87
18	996	0	245	133	0	31	1,405	23.9%	143	BFB3	0	BC87
19	1,025	0	200	221	0	36	1,482	25.3%	167	BFB3	0	BC87
20	795	0	264	126	0	36	1,221	20.8%	137	BFB3	0	BC87
21	752	0	163	139	56	0	1,110	18.9%	135	BFB3	0	BC87
22	933	0	177	154	54	0	1,318	22.5%	135	BFB3	0	BC87
23	1,094	0	285	178	25	0	1,582	27.0%	135	BFB3	0	BC87
24	993	41	246	165	44	0	1,489	25.4%	119	BFB3	0	BC87
25	1,023	0	176	178	68	0	1,445	24.6%	118	BFB3	0	BC87
26	918	0	204	193	61	0	1,376	23.5%	122	BFB3	0	BC87
27	1,249	0	301	238	78	0	1,866	31.8%	122	BFB3	0	BC87
28	1,007	0	195	108	104	0	1,414	24.1%	122	BFB3	0	BC87
29	815	0	134	159	37	0	1,145	19.5%	122	BFB3	0	BC87
30	670	36	184	162	0	0	1,052	17.9%	122	BFB3	0	BC87
31	0	0	0	0	0	0	0	0.0%	0	BFB3	0	BC87
TOTAL:	**30,492**	**191**	**6,893**	**5,582**	**676**	**409**	**44,243**		**6,093**		**0**	

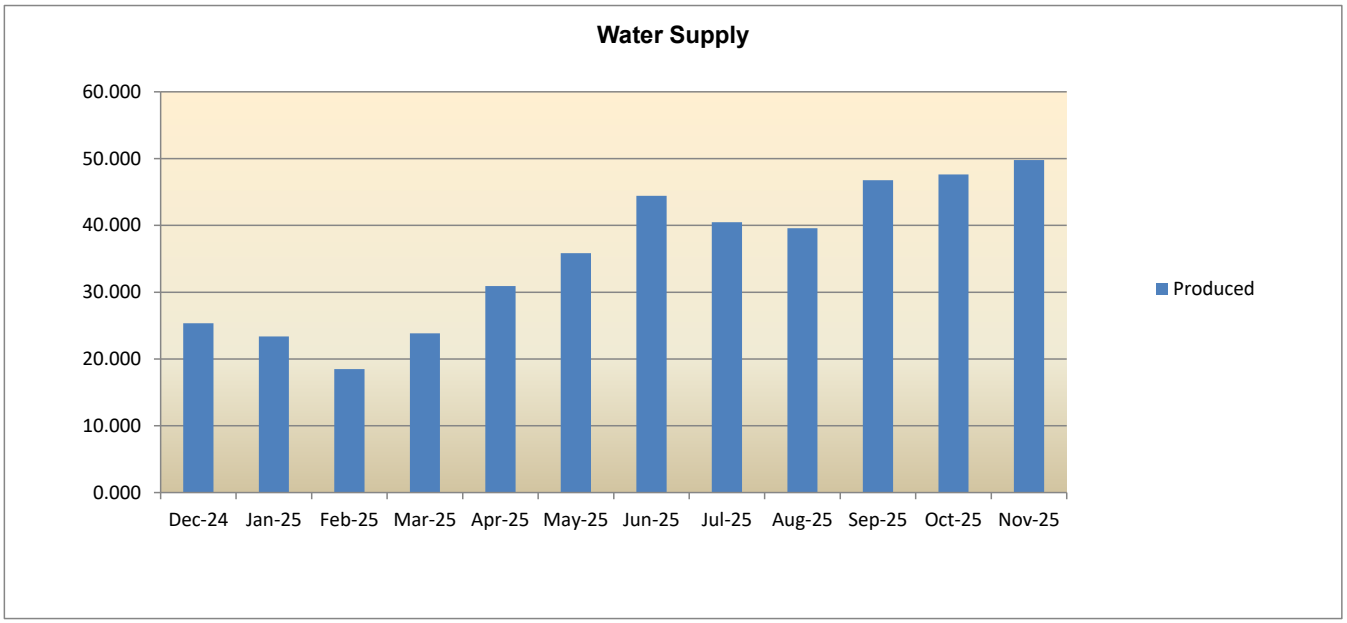
BC31 PERMIT	PERMIT TERM 2/1/25 - 1/31/26	GALLONS PUMPED	PERMIT USED	MONTHS AVAIL	MONTHS PROJ
325,000	**x 1,000 gallons**	273,461	84%	2	2
BC53 PERMIT	**PERMIT TERM 11/1/24 - 10/31/25**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
210,000	**x 1,000 gallons**	12,475	6%	0	190
BC92 PERMIT	**PERMIT TERM 7/1/25 - 6/30/26**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
30,000	**x 1,000 gallons**	3,491	12%	7	38

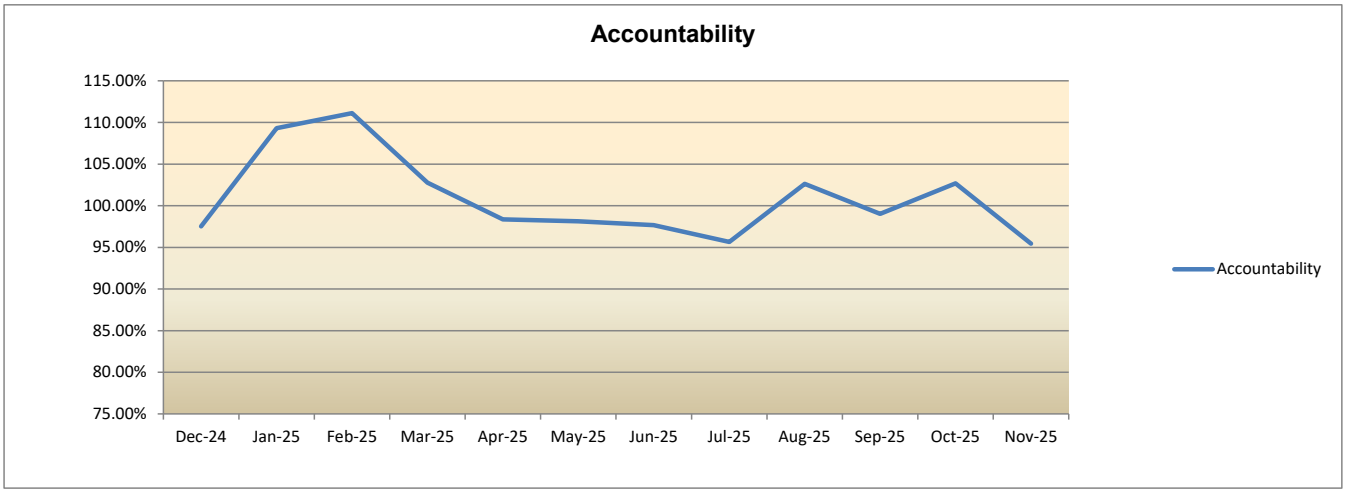
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	5/2/25	1275	1,836
BC31 2	5/2/25	624	851
BC53 1	6/18/25	546	786
BC53 2	6/18/25	608	876
BC92 1	11/13/25	512	737
BC92 2	11/13/25	542	780
TOTAL			**5,867**



City of Iowa Colony
Accountability Report

Billing Period	Produced	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
11/08/24 - 12/13/24	25.346	0.000	25.346	24.342	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	23.375	25.499	0.054	0.000	109.32%	103.44%
01/11/25 - 02/07/25	18.476	0.000	18.476	20.269	0.261	0.000	111.12%	105.72%
02/08/25 - 03/11/25	23.825	0.000	23.825	24.223	0.259	0.000	102.76%	105.18%
03/12/25 - 04/09/25	30.932	0.000	30.932	30.115	0.306	0.000	98.35%	105.39%
04/10/25 - 05/09/25	35.850	3.063	38.913	37.958	0.229	0.000	98.13%	102.59%
05/10/25 - 06/09/25	44.430	3.265	47.695	46.345	0.244	0.000	97.68%	99.23%
06/10/25 - 07/09/25	40.466	4.040	44.506	42.442	0.131	0.000	95.66%	97.46%
07/10/25 - 08/07/25	39.579	4.459	44.038	45.027	0.172	0.000	102.64%	98.53%
08/8/25 - 09/08/25	46.759	3.998	50.757	50.142	0.126	0.000	99.04%	98.75%
09/9/25 - 10/07/25	47.636	6.669	54.305	53.969	1.633	0.162	102.69%	100.00%
10/8/25 - 11/06/25	49.772	6.711	56.483	53.748	0.163	0.000	95.45%	99.95%





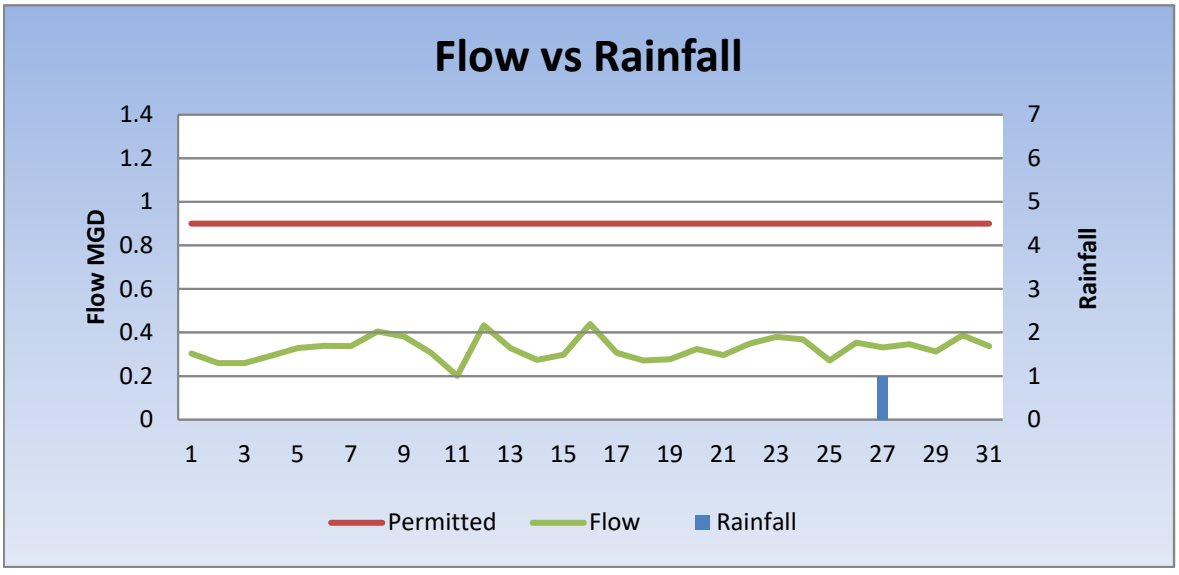
Wastewater Treatment Plant #1
BC31 Plant

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

Design:	0.900	MGD
Utilized	55.6%	

PARAMETER		UNITS	PERMIT LIMITS	Oct-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.9	0
pH:	Min	S.U.	6.0	7.1	0
pH:	Max	S.U.	9.0	7.5	0
Total Suspended Solids:	Avg	lbs / day	113.0	17.3	0
Total Suspended Solids:	Avg	mg / l	15.0	4.4	0
Total Suspended Solids:	Max	mg / l	40.0	8.4	0
Ammonia:	Avg	lbs / day	23.0	0.8	0
Ammonia:	Avg	mg / l	3.0	0.2	0
Ammonia:	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.50	0
2-Hour Peak Flow:	Max	gpm	3.60	0.89	0
Chlorine:	Min	mg / l	1.0	1.1	0
Chlorine:	Max	mg / l	4.0	2.8	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	14.0	0
CBOD:	Avg	mg / l	10.0	3.7	0
CBOD:	Max	mg / l	22.0	5.0	0

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



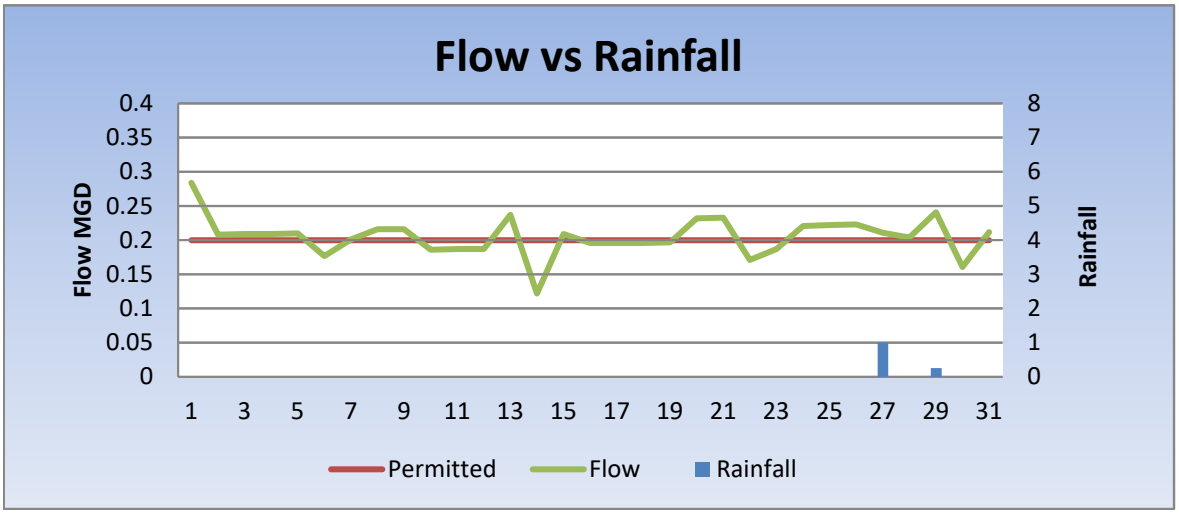
Wastewater Treatment Plant #2
BC53 Plant

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

Design: 0.200 MGD
Utilized 102.5%

PARAMETER		UNITS	PERMIT LIMITS	Oct-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.86	0
pH:	Min	S.U.	6.0	7.16	0
pH:	Max	S.U.	9.0	7.27	0
Total Suspended Solids:	Avg	lbs / day	25.0	15.60	0
Total Suspended Solids:	Avg	mg / l	15.0	9.60	0
Total Suspended Solids:	Max	mg / l	60.0	14.00	0
Ammonia:	Avg	lbs / day	5.0	0.32	0
Ammonia:	Avg	mg / l	3.0	0.20	0
Ammonia:	Max	mg / l	15.0	0.20	0
Flow:	Avg	M.G.D.	0.200	0.205	1
2-Hour Peak Flow:	Max	gpm	0.800	0.284	0
Chlorine:	Min	mg / l	1.0	1.28	0
Chlorine:	Max	mg / l	4.0	2.41	0
E.coli:	Avg	CFU/100ml	126.0	2.0	0
E.coli:	Max	CFU/100ml	399.0	2.0	0
CBOD:	Avg	lbs / day	17.0	8.20	0
CBOD:	Avg	mg / l	10.0	5.10	0
CBOD:	Max	mg / l	35.0	5.80	0

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



City of Iowa Colony
Customer Billing Report

	November 11, 2025	October 11, 2025	September 11, 2025
Beginning Date	10/29/2025	9/26/2025	8/28/2025
Closing Date	11/25/2025	10/28/2025	9/25/2025
Collected Amount			
Penalty	$ 9,596.07	$ 9,431.09	$ 10,573.34
Water	$ 188,285.74	$ 220,890.49	$ 186,897.65
Sewer	$ 104,721.91	$ 108,878.05	$ 105,303.76
Garbage Tax	$ 9,461.49	$ 9,678.59	$ 9,299.41
Garbage Collection Fees	$ 113,821.13	$ 116,220.69	$ 111,221.47
Franchise	$ 14,917.91	$ 17,769.09	$ 15,088.70
Voluntary Fire	$ 17,107.18	$ 17,290.61	$ 16,455.15
Grease Trap	$ 2,262.62	$ 1,538.38	$ 1,474.00
Deposit	$ 9,800.00	$ 12,436.69	$ 10,275.00
Transfer Fee	$ 3,976.32	$ 5,163.68	$ 4,845.00
Miscellaneous	$ 12,688.84	$ 13,430.67	$ 11,171.09
TOTAL COLLECTED	**$ 486,639.21**	**$ 532,728.03**	**$ 482,604.57**
OVERPAYMENT	**$ 8,651.21**	**$ 26,051.82**	**$ 15,476.51**
TOTAL COLLECTED	**$ 495,290.42**	**$ 558,779.85**	**$ 498,081.08**
Billed Amounts			
Water	$ 254,921.19	$ 260,288.40	$ 243,209.47
Sewer	$ 114,149.12	$ 112,538.32	$ 111,351.57
Garbage Tax	$ 10,007.90	$ 9,877.00	$ 9,750.86
Garbage	$ 120,990.72	$ 119,326.08	$ 117,817.92
Franchise Fee	$ 18,447.09	$ 18,638.90	$ 17,726.84
Voluntary Fire	$ 23,748.00	$ 23,826.00	$ 23,592.00
Grease Trap	$ 2,144.00	$ 1,742.00	$ 1,742.00
Deposit	$ 12,325.00	$ 13,300.00	$ 15,950.00
Transfer Fee	$ 4,505.00	$ 4,945.00	$ 6,015.00
Miscellaneous	$ 20,680.56	$ 2,815.11	$ 5,568.04
TOTAL BILLED	**$ 581,918.58**	**$ 567,296.81**	**$ 552,723.70**
Aged Receivables			
30 Days Arrears	$ 159,249.88	$ 87,477.46	$ 92,696.16
60 Days Arrears	$ 30,373.21	$ 29,986.02	$ 23,985.15
90 Days Arrears	$ 16,613.22	$ 9,765.95	$ 13,681.88
Over 120 Days Arrears	$ 53,690.19	$ 47,186.30	$ 37,140.62
Previous Month Overpymt	$ (12,079.02)	$ (19,756.28)	$ (19,837.42)
Total Aged Receivables	$ 247,847.48	$ 154,659.45	$ 147,666.39
Current Month Overpymt	$ (20,942.74)	$ (24,944.67)	$ (19,099.86)
TOTAL LESS OVERPYMT	$ 226,904.74	$ 129,714.78	$ 128,566.53
TOTAL RECEIVABLES	**$ 808,823.32**	**$ 697,011.59**	**$ 681,290.23**
Deposit Liabilities	**$ 426,345.00**	**$ 422,845.00**	**$ 415,920.00**
Average Usage For Meters	7,066	6,775	7,174

City Of Iowa Colony
Connection Report

November-25

	B031	B032	B053	B057	B087	B092	Totals
Occupied Single Family	2067	693	1252	0	167	7	4186
Vacant Single Family	28	8	16	0	1	0	53
Multi-Family	0	1	0	0	0	0	1
Commercial	7	13	4	0	1	0	25
Builder	169	40	43	6	41	60	359
Irrigation	37	39	22	1	11	0	110
Rental Meters	14	0	0	0	0	0	14
District Meters	3	0	0	0	0	0	3
TOTAL CONNECTIONS	**2325**	**794**	**1337**	**7**	**221**	**67**	**4751**

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date:

Department Making Request: ...Select Dept.

Person Making Request:

Item Type: ...Select Item Type

Budgeted? Y / N / n/a Cost: 0.00

If budgeted, identify account:

Short Description:

This document provides the consolidated Employee Appreciation funding plan and required departmental budget adjustments to align worksheet data with final approved figures, without affecting citywide financial totals.

Explanation/Justification Details:

The adjustments included in this memorandum are necessary to ensure that the FY 20252026 Budget Book accurately reflects the final numbers discussed and agreed upon during the budget workshops. During the final stages of worksheet preparation, several departmental line items retained earlier draft values instead of the final adopted amounts. These adjustments correct those discrepancies and align each departments detailed worksheet with the approved budget.

The Employee Appreciation allocations are being presented to recognize staff performance, retention, and service across all departments. These allocations are fully supported through internal budget realignments, specifically, increasing the HR Employee Appreciation line item and decreasing the IT Training & Travel line item. This method avoids the need for additional appropriations and maintains the adopted General Fund bottom line.

The departmental budget adjustments (Administration, Code Enforcement, Community Development, CIP, Debt Service, Local Grant, and Utility Fund reallocation) reflect updated personnel costs, corrected benefit calculations, grant entries that did not populate onto the worksheet, and revised debt service schedules. These adjustments do not affect citywide totals, fund balance, or overall financial position. They simply ensure that the line-item detail matches the final values considered by staff and Council during the budgeting process.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING ORDINANCE 2025-12, THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; TO PROVIDE FOR A CONSOLIDATED EMPLOYEE APPRECIATION FUNDING PLAN AND DEPARTMENTAL BUDGET ADJUSTMENTS NECESSARY TO ALIGN BUDGET WORKSHEETS WITH FINAL APPROVED FIGURES, WITHOUT IMPACTING CITYWIDE FINANCIAL TOTALS; PROVIDING FOR SEVERABILITY, WITH RELATED PROVISIONS

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

WHEREAS, Ordinance No. 2025-12 was adopted by the City Council of the City of Iowa Colony approving the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, during final budget preparation it was determined that certain departmental line items reflected preliminary worksheet values rather than the final amounts reviewed and approved by City Council during the budget workshops; and

WHEREAS, the City Council desires to establish and fund an Employee Appreciation allocation within the adopted Fiscal Year 2025–2026 budget through internal General Fund reallocations by increasing the Human Resources Employee Appreciation line item and decreasing the Information Technology Training and Travel line item, without increasing total appropriations or affecting the General Fund bottom line; and

WHEREAS, additional budget-neutral adjustments affecting Administration, Code Enforcement, Community Development, Capital Improvement Projects, Debt Service, Local Grant funds, and the Utility Fund are necessary to reflect updated personnel costs, corrected benefit calculations, grant entries, and revised debt service schedules, without impacting total expenditures, fund balances, or the City's overall financial position;

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. That Ordinance No. 2025-12, adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby amended to provide for

internal, budget-neutral reallocations and corrections to departmental line items as described herein, including the establishment of consolidated Employee Appreciation funding and adjustments to Administration, Code Enforcement, Community Development, Capital Improvement Projects, Debt Service, Local Grant funds, and the Utility Fund, all as necessary to align the Budget Book with the final figures approved by City Council.

SECTION 3. That the City Council directs the Interim City Manager or her designee and the Finance Department to take all actions necessary to implement this budget amendment in accordance with applicable laws, policies, and accounting standards.

SECTION 4. That if any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 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 Chapter 551 of the Texas Government Code, and that advance public notice of the time, place, and purpose of said meeting was given.

SECTION 6. This Ordinance shall be effective immediately upon its passage and adoption.

READ, PASSED, AND ADOPTED ON DECEMBER 15, 2025.

_____

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

Public Hearing., **November 17, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on November 17, 2025**, in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, to consider annexing the following property:

> A 5.00 tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T.& B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

All interested persons may be heard concerning this matter. A metes and bounds description and map of the area proposed for annexation are available at no charge from the Iowa Colony City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

CITY OF IOWA COLONY
Department of Community Development Division
3144 Meridiana Pkwy
Iowa Colony, TX 77583
Office: 346-395-4528

ANX 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.

APPLICATION COMPLETENESS CERTIFICATION

All items listed below are required unless not applicable.

		PROVIDED (Applicant must check)
SUPPORTING DOCUMENTS	Completed and Signed Application Checklist. *Please note that each subsequent submittal will require a written response for all changes.*	☑
	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.*	☑
	Copy of deed(s) showing current ownership.	☑
	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.	☑
	Is the requested annexation area in the City's ETJ?	YES ◉ NO ○
	Is the requested annexed area appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management?	YES ○ NO ◉

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

Applicant Signature: M Turzillo Date: 09/08/2025

Applicant Name: Michael Turzillo

CITY OF IOWA COLONY
Department of Community Development Division
3144 Meridiana Pkwy
Iowa 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, Tracie D. Yoder, 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 2504 County Road 758, as shown in the records
(property address or legal description)

of Brazoria County, Texas, as applicable, which is subject to this Application, and request for this

property to be incorporated into the corporate limits of the City of Iowa Colony.

I authorize Michael Turzillo to submit this application and serve as my
(Applicant's Name)

representative for this Application.

Property Owner Signature: _____ Date: 9-5-2024

Property Owner Name and Title (if signing for a company): TRACIE D. YODER

Deed of Trust

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.

DEED OF TRUST

(SECURITY AGREEMENT, FINANCING STATEMENT)

Loan # 30000115

After recording, please return to:
The First State Bank, Louise
P.O. BOX 826, 208 E. Second Street
Sweeny, TX 77480
Martha Lopez

THE STATE OF TEXAS }

COUNTY OF Brazoria }

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, **Tracie D. Yoder f/k/a Tracie D. McCaulley and husband, James N. Yoder**, whose mailing address is as set forth opposite the signature of each, being the debtor(s) and hereinafter called "Grantors", (whether one or more), in consideration of TEN AND NO/100 DOLLARS ($10.00), in hand paid, and the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto **Kinnan Stockton** Trustee(s), whose mailing address is **P.O. Box 5, 206 North Street, Louise, TX 77455**, hereinafter called the "Trustee" (whether one or more), and to his successors in trust, the following described land and other property situated in the County of **Brazoria**, State of **Texas**, to-wit:

Being a 5.00 acre tract of land known as the West 1/2 of Lot 469 of a subdivision of Sections 50, 51 and 56 in the H.T. & B. R.R. Company Survey, Abstract 449 and 2, 3 & 4 of L & N, Brazoria County Texas, being the same acre tract of land conveyed to Roberta H. Lamm Delemos recorded in County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas and being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

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FILED BY
ALAMO TITLE COMPANY

which has an address of:

2504 CR 758
Rosharon, TX 77583
("Property Address"):

together with all heating, plumbing, refrigeration, lighting fixtures, equipment, appliances and/or other personal property used in connection therewith whether or not now or hereafter attached thereto so as to become fixtures, and all accessions and additions thereto, and all buildings and improvements thereon and hereafter placed thereon; appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in any wise appertaining, hereinafter called the "Mortgaged Premises". To the extent permitted by law, this Deed of Trust shall be construed to be a security agreement and financing statement.

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever, Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. THIS CONVEYANCE, however, is made in trust to secure and enforce the payment of the following described indebtedness, obligations and liabilities:

(a) A promissory note (the "Note") of even date herewith in the principal sum of **One Hundred Twenty Nine Thousand Nine Hundred and 00/100** Dollars **($129,900.00)** executed by Grantors and payable to the order of **The First State Bank, Louise** whose mailing address is **P.O. Box 5, 206 North Street, Louise, TX 77455** (hereinafter called "Beneficiary" or "Bank"), bearing interest as therein provided;

(b) All promissory notes evidencing additional loans which Beneficiary may hereinafter make to Grantors (although it is understood that beneficiary is under no obligation to do so);

(c) All other indebtedness and liabilities of all kinds of Grantors to Beneficiary now existing or hereafter arising (including overdrafts in bank accounts), whether fixed or contingent, joint and/or several, direct or indirect, primary or secondary and regardless of how created or evidenced, or whether they may, prior to acquisition by Beneficiary, be or have been payable to, or be or have been in favor of some other person, or have been acquired by Beneficiary in a transaction with one other than Grantors;

(d) All sums advanced or costs or expenses incurred by Beneficiary which are made or incurred pursuant to or allowed by, the terms of this instrument, plus interest thereon at the maximum rate allowed by applicable law from the date paid until reimbursed; and

(e) All renewals and extensions of the above, whether or not Grantors execute any renewal or extension agreement.

All of the described indebtedness being hereinafter sometimes referred to collectively as the "debt" or "indebtedness".

2. As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Beneficiary:

(a) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. The Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Beneficiary may apply all such sums or any

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part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Beneficiary elects;

(b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Grantors direct payment of the same to the Beneficiary, at the option of the Beneficiary and upon written demand of the Beneficiary therefor, to be applied to the debt until paid, whether due or not, and either before or after any default under the terms of this Deed of Trust or Note; and

(c) All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Premises (whether now existing or hereafter arising) or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note and any other indebtedness secured hereby. It is intended that this assignment is absolute, unconditional and presently effective and that it shall never be necessary for Beneficiary to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 2 (c). Prior to the occurrence of any default hereunder, Grantor shall collect and receive all Rents and Profits as Trustee for the benefit of Beneficiary and Grantor, and Grantor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other indebtedness secured hereby, and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of the Grantor. Grantor will not (i) execute an assignment of any of its right, title or interest in the Rents or Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Premises or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof, a new lease is entered into with a new lessee having a credit standing, in the judgment of Beneficiary, at least equivalent to that of lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Premises or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Premises or the security of this Deed of Trust. Grantor will not execute any lease of all or any substantial portion of the Mortgaged Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Premises now or hereafter existing, on the part of lessor thereunder to be kept and performed. Grantor shall furnish to Beneficiary, within ten (10) days after a request by Beneficiary to do so, a written statement containing the names of all lessees of the Mortgaged Premises, the terms of their respective leases, the spaces occupied, and the rentals payable thereunder. Beneficiary shall have no liability or obligation with respect to any lease of the Mortgaged Premises or any part thereof.

(d) All of Grantors interest in, to, and under any and all leases, tenant contracts, construction contracts and other contracts, licenses and permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of,

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money for the use of the Property or any part thereof, whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or any portion of the Property. Grantor agrees to execute and deliver to Beneficiary such additional instruments, in form and substance satisfactory to Beneficiary, as may hereafter be requested by Beneficiary further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Beneficiary to any Lease, or to impose upon Beneficiary any obligation with respect thereto; and provided, further, that permission is hereby given to Grantor unless and until Grantor is in default as provided herein, to collect the income, rents, issues and profits relating to the Property as they become due and payable but not in advance, except as provided herein below.

3. The proceeds of the Note to the extent that the same are utilized to take up any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and are secured by valid liens against the Mortgaged Premises. The Beneficiary shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Beneficiary by assignment or are released by the holder thereof upon payment.

4. Grantors further covenant and agree:

(a) That Grantors will pay the principal of and interest on the Note in accordance with the terms thereof. That Grantors are seized of the Mortgaged Premises and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgage Premises; Grantors shall punctually and properly perform all of Grantors' covenants, obligations, and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the indebtedness or other obligations secured hereby, or any part thereof;

(b) That all awnings, door and window screens, storm window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises;

(c) That Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgage Premises, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to the Beneficiary (unless such payments are made by the Beneficiary, as hereinafter provided), and will defend the title and possession of the Mortgaged Premises to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid. That Grantors will pay all attorney's fees and expenses which may be incurred by

the Beneficiary in enforcing the terms of the Note and this Deed of Trust or in any suit which the Beneficiary may become a party where this Deed of Trust or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust, whether in this paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any;

(d) That Grantors will keep all insurable Mortgaged Premises insured for the protection of the Beneficiary against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in such manner, in such amounts, and in such companies as the Beneficiary may approve at Beneficiaries sole discretion, and keep the policies therefor, properly endorsed, on deposit with the Beneficiary with standard mortgagees' clauses. If renewal policies are not delivered to the Beneficiary 30 days before the expiration of the existing policy or policies, with evidence of premiums paid, the Beneficiary may, but is not obligated to, obtain the required insurance on behalf of Grantors (or insurance in favor of the Beneficiary alone) and pay the premiums thereon. Grantors assign to Beneficiary all right and interest in all such policies of insurance and authorize the Beneficiary to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises, and loss proceeds (less expense of collection) shall, at the Beneficiary's option, be applied on the debt, whether due or not, or to the restoration of the Mortgaged Premises, or be released to Grantors, but such application or release shall not cure or waive any default. Grantors shall, at their expense, in addition to all other insurance obligations herein required, maintain or cause to be maintained workers' compensation insurance covering all persons employed by Grantors and Grantors shall provide Beneficiary with proof of insurance, notice of cancellation, and other information relating to such insurance coverage, in the same manner as required with respect to other insurance obligations of Grantor described in this Deed of Trust;

(e) That, when requested by the Beneficiary, Grantors will pay with and in addition to the payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premiums and assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premiums and assessments when due, then Grantors will deposit immediately with the Beneficiary an amount sufficient to pay such ground rents, taxes, hazard insurance premiums, and assessments. If there is a default under any of the provisions of this Deed of Trust resulting in a sale of the Mortgaged Premises or foreclosure, or if the Beneficiary acquires the Mortgaged Premises otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph. If the amount so paid is in excess of the amount needed to pay such ground rents, taxes, hazard insurance premiums and assessments in any calendar year, such excess shall be applied to the next maturing installments of principal and interest. All deposits made pursuant to this paragraph shall be held by the Beneficiary as additional security for the payment of the debt described herein and shall not be assigned, attached or otherwise alienated except when transferred by Grantors to a new owner of the Mortgaged Premises concurrently with a bona fide sale of the Mortgaged Premises;

(f) That Grantors will not commit or permit any waste on the Mortgaged Premises and will keep the buildings, fences and all other improvements now or hereafter erected on the Mortgaged

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Premises in sound condition and in good repair and will neither do nor permit to be done anything to the Mortgaged Premises that may impair the value thereof and the Beneficiary shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same;

(g) That Grantors will pay for the cost of any appraisal of the Mortgaged Premises which Beneficiary may require from time to time, such appraisal to be prepared by an appraiser and be in form acceptable to Beneficiary.

(h) To comply with all valid governmental laws, ordinances and regulations applicable to the Mortgaged Premises and its ownership, use and operation, and to comply with all, and not violate any easements, restrictions agreements, covenants and conditions with respect to or affecting the Mortgage Premises or any part thereof;

(i) To pay promptly all bills for labor and materials incurred in connection with the Mortgaged Premises and never to permit to be fixed against the Mortgaged Premises or any part thereof, any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable, and never to permit to be created or exist in respect of the Mortgaged Premises, or any part thereof, any other or additional lien or security interest on a parity with or superior to the liens and security interests hereof;

(j) At any time, and from time to time, upon request by Beneficiary forthwith to execute and deliver to Beneficiary any and all additional instruments and further assurances, and do all other acts and things as may be necessary or proper in Beneficiary's opinion to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and protect the rights, remedies, powers and privileges of Beneficiary hereunder;

(k) From time to time, upon request of Beneficiary, to furnish promptly to Beneficiary such financial statements and reports relating to Grantors and Grantors' business affairs as Beneficiary may reasonably request;

(l) If Grantors are a corporation, to maintain continuously Grantors' corporate existence, good standing and its right to do business in Texas and in each other state where any part of Mortgaged Premises is situated;

(m) Upon request of Beneficiary, to deliver to Beneficiary, within sixty (60) days after the end of each calendar year, then current annual statements itemizing the income and expenses of the Mortgaged Premises, all in such detail as shall be satisfactory to Beneficiary;

(n) At any time that any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens or security interests created hereby, or upon the debt, or any part thereof, immediately to pay all such taxes; provided, that, in the alternative, Grantors may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the debt in full within sixty (60) days after demand therefor by Beneficiary;

(o) To furnish promptly at any time and from time to time, upon request, a written statement or affidavit in such form as shall be satisfactory to Beneficiary, stating the unpaid balance of the debt and that there are no offsets or defenses against full payment of the debt and the terms hereof, or, if there are any such offsets and defenses, specifying them;

(p) To perform punctually and properly all of Grantors' covenants, duties and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, loan agreement, contract or assignment of any kind now or hereafter existing as security for or in connection with payment of the debt, or any part thereof (each such being herein called "other security instrument");

(q) To allow Beneficiary to inspect the Mortgaged Premises and all records relating thereto or to the debt, and to make and take away copies of such records; and

(r) Without the prior written consent of Beneficiary (which may be withheld with or without cause), not to cause or permit all or any portion of the Mortgaged Premises which is fixtures or personal property to be removed from the county or state where the real property is located.

5. If any of the indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Premises under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Premises under the order of a court or the sale of the Mortgaged Premises under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Grantors agree, to the full extent that they or it lawfully may, that in case one or more of the defaults hereunder shall have occurred and shall not have been remedied, then, and in every such case, the Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Premises in the possession of Grantors, their or its successors or assigns, or its or their agents or servants and may exclude the Grantors, its or their successors or assigns and all persons claiming under the Grantors, and its or their agents or servants, wholly or partly therefrom; and holding the same, the Beneficiary may use, administer, manage, operate and control the Mortgaged Premises and conduct the business thereof to the same extent as the Grantors, its or their successors or assigns, might at the time do and may exercise all rights and powers of the Grantors, in the name, place and stead of the Grantors, or otherwise as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantors for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

6. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person other than Grantors, the Beneficiary may, without notice to Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to said debt in the same manner as with Grantors without in any way vitiating or discharging Grantors' liability hereunder or upon the debt. No sale of the Mortgage Premises and no forbearance on the part of the Beneficiary and no extension of the time for the payment of the debt hereby secured, given by the Beneficiary, shall operate to release, modify, change, or affect the original liability of Grantors, either in whole or in part.

7. The Beneficiary, without notice, may release any part of the Mortgaged Premises, or any person liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released or the liability of any person not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of any part or all of the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Deed of Trust. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness secured hereby, or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Premises not expressly released until the indebtedness secured hereby is completely paid.

8. Grantors waive the benefit of all laws now existing or that hereafter may be enacted provided for (i) any appraisement before sale of any portion of the Mortgaged Premises, commonly known as Appraisement

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Laws, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of said debt or creating or extending a period of redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws, and Grantors hereby agree and contract that the laws of the State of Texas, save as above excepted, now in force relative to the collection of said debt and the application to the payment thereof, are expressly adopted and made a part hereof. To the extent that Grantors may lawfully do so, Grantors agree that Grantors shall not assert and hereby expressly waive, any right under any statute or rule of law pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter whatever to defeat, reduce or affect the right of Beneficiary, under the terms of this Deed of Trust, to sell the Mortgaged Premises for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Beneficiary, under the terms of this Deed of Trust, to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Premises in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Grantors expressly waive and relinquish any right or remedy which it or they may have or be able to assert by reason of the provisions of Chapter 43 of the Civil Practices and Remedies Code of the State of Texas, pertaining to the rights and remedies of sureties.

9. The Beneficiary may, at the Beneficiary's option, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any delinquent tax or assessment, and, upon such payment the Beneficiary shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Beneficiary may advance any unpaid insurance premiums, and whenever Grantors have failed properly to maintain the improvements, the Beneficiary may make repairs necessary for the proper preservation of the security. Grantors agree to pay to the Beneficiary, upon demand, any and all disbursements made under the provisions of the Deed of Trust together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note, and shall be secured by this Deed of Trust.

10. Acceptance by the Beneficiary of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Beneficiary shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

11. Grantors shall be in default hereunder if Grantors shall default in the prompt payment when due of the indebtedness secured hereby, or any part thereof; or shall fail to keep and perform any of the covenants or agreements contained herein or in any other document securing the Note or any other security instrument; or if Beneficiary discovers that any statement, representation, or warranty in the Note, this Deed of Trust or in any writing delivered to Beneficiary in connection with the indebtedness secured hereby is false, misleading or erroneous in any material respect; or if Grantors, or any person liable for the indebtedness secured hereby, or any part thereof, including any guarantor of or any surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy; makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent; admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of Grantors or of any such guarantor or surety or of all or a substantial part of its assets; takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing; files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Grantors or any such guarantor or surety, in any bankruptcy, reorganization, or other insolvency proceedings; institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of Grantors or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the

right or powers of Beneficiary granted in the Note, this Deed of Trust or in any other instrument evidencing or securing the indebtedness secured hereby; or if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of Grantors or of any guarantor or surety or of all or any substantial part of the assets of Grantors or any such guarantor or surety or if Grantors or any guarantor or surety shall fail to pay any money judgment against it at least ten (10) days prior to the date on which the assets of Grantors or any such guarantor or surety may be sold to satisfy such judgment; or if Grantors or any such guarantor or surety shall fail to have discharged within a period of ten (10) days after the commencement thereof any attachments, sequestration, or similar proceedings against any assets of Grantors or of any guarantor or surety; or if the Mortgaged Premises are placed under control or in the custody of any court, or if Grantors abandon any of the Mortgaged Premises. Upon the occurrence of any such default, Beneficiary, at its option, without notice, may pursue any rights and remedies it may have hereunder or at law, or in equity and Beneficiary may, without limitation and without notice of any kind (including notice of intention to accelerate maturity), declare the entire indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable.

12. If Grantors shall perform faithfully each of the covenants and agreements herein contained, then, and only then, this conveyance shall become null and void and shall be released in due form, at Grantors' expense; otherwise, it shall remain in full force and effect. No release of this conveyance, or of the lien, security interest of assignment created and evidenced hereby, shall be valid unless executed by Beneficiary.

13. If Grantors shall default hereunder, Grantors hereby authorize and empower the Trustee, at the request of Beneficiary, at any time during the continuance of any default, to sell all or any portion of the Mortgaged Premises, at public auction, to the highest bidder, for cash, at the door of the County Courthouse of the county in Texas in which such Mortgaged Premises or any part thereof, is situated, as herein described, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of any month after giving notice of the time, place and terms of said sale, and the property to be sold, as follows:

Notice of such proposed sale shall be given by posting written notice thereof at least twenty-one days preceding the date of the sale at the Courthouse door of the county in which the sale is to be made, and if the property to be sold is situated in more than one county, one notice shall be posted at the Courthouse door of each county in which the property to be sold is situated. In addition, Beneficiary shall, at least twenty-one days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay the debt secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service.

Any notice that is required or permitted to be given to Grantors may be addressed to Grantors at Grantors' address as stated herein. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantors as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this paragraph, notice of such sale given in accordance with the requirements of the applicable law of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. Grantors hereby authorize and empower the Trustee to sell all or any portion of the Mortgaged Premises, together or in lots of parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such property, good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of the Grantors. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personality described herein to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (i) first, he shall pay the reasonable expense of executing this trust including a reasonable Trustee's fee,

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for commission and attorney's fees and costs of title evidence; (ii) second, he shall pay, so far as may be possible, the indebtedness secured hereby, discharging first that portion of the indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note; (iii) third, he shall pay the residue, if any, to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be bound to look after the application thereof. The sale or sales by the Trustee of less than the whole of the Mortgaged Premises shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Premises shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Premises shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Premises just as though no sale or sales had been made; provided, however, that Grantors shall never have any right to require the sale or sales of less than the whole of the Mortgaged Premises but Beneficiary shall have the right, at its sole election, to request the Trustee to sell less than the whole of the Mortgaged Premises. If default is made hereunder, the holder of the indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or be directing the Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire indebtedness secured hereby due and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note and other indebtedness secured by this Deed of Trust; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the indebtedness secured by this Deed of Trust, but as to such unmatured part, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the indebtedness secured hereby.

14. In case of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made as to the nonpayment of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made, in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgage Premises free from, and despite the terms of, such grant of easement and rental or lease contract.

15. At the option of the Beneficiary, with or without any reason, a successor substitute trustee may be appointed by the Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor substitute trustee shall exist as often and whenever the Beneficiary desires. If Beneficiary is a corporation and such appointment is executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation.

16. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Deed of Trust shall be considered as a waiver of the right to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the debt or for the whole debt, shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon.

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17. In the event of a trustee's sale hereunder and if at the time of such sale the Grantors occupy the portion of the Mortgaged Premises so sold, or any part thereof, Grantors shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Premises so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Premises; and this agreement and any trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all, arose and continued.

18. Grantors will not, without the prior written consent of Beneficiary, execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Premises (hereinafter called "Subordinate Mortgage"). In the event of consent by Beneficiary to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Grantors will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Beneficiary not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Deed of Trust and each term and provision hereof;

(b) That if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Mortgaged Premises will be named as a party defendant, nor will any action be taken with respect to the Mortgaged Premises which would terminate any occupancy or tenancy of the Mortgaged Premises without the prior written consent of Beneficiary;

(c) That the Rents and Profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operating and maintenance of the Mortgaged Premises; and

(d) That if any action or proceedings shall be brought to foreclose the Subordinate Mortgage, written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding.

19. Nothing herein contained shall be so construed or operate as to require Grantors to pay interest on the Note or Notes, or any other liability or debt now existing or hereafter to exist hereunder at a rate greater than that allowed by Law, and if any provisions herein contained do, or would, presently and prospectively, operate to make this Deed of Trust or any part thereof void, voidable or ineffective, then such provisions only shall be held for naught and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative. Any of said contracts for interest shall be held subject to reduction to the highest amount allowed under applicable law as now or hereafter construed by courts having jurisdiction.

20. If, while this trust is in force, the title of the Trustee to, or the interest of Beneficiary in, the Mortgaged Premises hereby conveyed or any part thereof, shall be endangered or shall be attached directly, or indirectly, Grantors hereby authorize Beneficiary, at Grantors' expense, to take all necessary and proper steps for

the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest. At any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or upon the Note, or any part thereof, or any other indebtedness secured hereby, Grantors shall immediately pay all such taxes; provided that, in the alternative Grantors may, in the event of the enactment of such a law, and must, if it is unlawful for Grantors to pay such taxes, prepay the Note, and any other indebtedness secured hereby, in full with sixty (60) days after demand therefor by Beneficiary. Grantors shall at any time and from time to time, furnish promptly, upon request, a written statement or affidavit in such form as may be required by Beneficiary, stating the unpaid balance of the Note, and any other indebtedness secured hereby, and that there are no offsets or defenses against full payment of the Note, and any other indebtedness secured hereby, and performance of the terms hereof, or if there are any such offsets and defenses, specifying them.

21. Unless Grantors have provided a survey of the Mortgaged Premises which shows to the contrary, Grantors represent and warrant that none of the Mortgaged Premises, or any part thereof, is situated within a flood plain, flood prone areas, special flood hazardous areas or the like, as so designated by the applicable Flood Hazard Boundary Map or any such similar map or plat issued or controlled by The Flood Insurance Administration and/or any other federal agency appointed to regulate such matters under the Federal Flood Disaster Protection Act, as amended, and Grantors hereby indemnify and hold Beneficiary harmless from any claims and/or costs arising against or waived by Beneficiary if the Mortgaged Premises are, in fact, determined to be in such an area. In the event that the foregoing blank is checked, Grantors will keep the Mortgaged Premises insured for the protection of Beneficiary against loss by flood, and the provisions of this Deed of Trust concerning amounts of coverage, payment of premiums, endorsements, payment and application of insurance proceeds, and other matters regarding hazard insurance shall apply with equal force to Grantors' obligation herein to obtain flood insurance.

22. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

23. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "Grantors" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

24. Beneficiary shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

25. Grantors will pay all reasonable attorney's fees and expenses which may be incurred by the Beneficiary or Trustee, in enforcing the terms of the Note and this Deed of Trust, or in any suit to which the Beneficiary or Trustee may become a party where the Deed of Trust or the Mortgaged Premises are in any manner involved and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt and will also pay any attorney's fees and expenses reasonably incurred in connection with the assignment to Beneficiary of any leases subsequently entered into by Grantors which by the terms hereof are required to be assigned to Beneficiary as additional collateral to secure payment of the indebtedness herein secured as well as any and all such fees and expenses reasonably incurred prior to full and final payment of such indebtedness relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

26. With respect to any personal property herein described this Deed of Trust shall constitute a

Security Agreement between Grantors and Beneficiary, and, cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Uniform Commercial Code, as amended, as to this property. This Deed of Trust, as a Financing Statement, covers the following types property: Minerals, crops and goods that are, or are to become, fixtures as more fully described herein, and related to the real estate described herein, and it is intended that as to those goods and the proceeds thereof, this Deed of Trust shall be effective as a Financing Statement filed as a mineral, crop and fixture filing from the date of its filing for record in the Real Estate Records of the County in which the land is located. Information concerning the security interest created by this instrument may be obtained from the holder of this indebtedness and secured party at the Post Office address as shown in Paragraph numbered I of this Deed of Trust. Until the lien of this Deed of Trust is released or satisfied of record, Grantors agree, if requested by Beneficiary so to do, to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of Beneficiary. Grantors agree to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement by Beneficiary regarding the obligations secured by this Deed of Trust, requested by Grantors or on behalf of Grantors. On demand, Grantors will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code, as amended, with respect to such personal property, and it is expressly agreed that if upon default Beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Uniform Commercial Code, as amended, ten (10) days notice by Beneficiary to Grantors shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code, as amended, requiring such notice; provided, however, that Beneficiary may at its option dispose of the collateral in accordance with Beneficiary's rights and remedies in respect of the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Uniform Commercial Code, as amended. **TO THE EXTENT THIS SECURITY INSTRUMENT SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND, INCLUDING THE ACQUISITION COST OF THE LAND, THIS SECURITY INSTRUMENT CONSTITUTES A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF SECTION 9.334 OF THE TEXAS BUSINESS & COMMERCE CODE.**

27. It shall be a default hereunder if Grantors should sell (be executory Contract for Deed or otherwise), assign or convey any part or all of the Mortgaged Premises (regardless of whether the buyer or assignee "assumes" the indebtedness hereby secured or takes "subject to" such indebtedness) without first obtaining the written Consent of Beneficiary; provided, however, this paragraph shall not apply to sales of standard inventory items of personal property in the ordinary course of Grantors' business.

28. Expenses; Indemnification. To the extent not prohibited by applicable law, Grantors will pay all costs and expenses and reimburse Bank for any and all expenditures of every character, including, but not limited to, the fees and expenses of counsel for Bank, incurred or expended from time to time, regardless of whether a default or event of default shall have occurred in connection with: (a) Bank's evaluating, monitoring, administering and protecting the Mortgaged Premises; and (b) Bank's creating, perfecting or realizing upon Bank's security interest in and liens on the Mortgaged Premises, and all costs and expenses relating to Bank's exercising any of its rights and remedies under this or any of the other security instruments or at law, including, without limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, title review and abstract fees, Uniform Commercial Code search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, fees and expenses incurred in connection with it; provided, that no right or option granted by Grantors to Bank or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on the Bank to supervise,

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monitor or control any aspect of the character or condition of the Mortgaged Premises or any operations conducted in connection with it for the benefit of Grantors or any other person or entity other than the Bank. The Grantors agree to indemnify, defend and hold the Bank, its directors, officers and employees (collectively, "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amount paid in settlement), regardless of whether the same was caused in whole or in part by the negligence of any of the Indemnified Parties, to which the Indemnified Parties may become subject arising out of or in connection with this Agreement, the Note, any other security instruments hereto or any transaction contemplated herein to therein (other than those which arise by reason of the gross negligence of the Bank). Any amount to be paid hereunder by the Grantors to the Bank shall be a demand obligation owing by the Grantors to the Bank and shall bear interest from the date of expenditure at the highest lawful rate.

29. Environmental Matters. Without the Bank's prior written consent, Grantors shall not use, store, treat, generate, release, discharge, dispose or transport any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. For the purposes of this section, "Hazardous Materials" shall refer to any underground storage tank, petroleum, polychlorinated biphenyls or other substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation or order, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, each as amended from time to time (herein collectively called "Environmental Laws"). Grantors shall indemnify, defend and hold Bank harmless from and against; (a) any loss, costs, expense, claim or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, remedial or restoration work ("Remedial Work") required by Bank, or any non-governmental entity or person, or any governmental agency or political subdivision which requires Remedial Work upon a reasonable belief that the Remedial Work is required by the Environmental Laws; and (b) any claims of third parties for loss, injury, expense or damage arising out of the use, presence, treatment, generation, release, discharge, disposal or transportation of any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. In the event any Remedial Work is so required under applicable Environmental Laws, Grantors shall perform or cause to be performed the Remedial Work in compliance with all Environmental Laws. All Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each contractor and the consulting engineer being selected by Grantors and approved in advance in writing by Bank. Grantors shall promptly provide the Bank with copies of the remedial plan and allow the Bank to attend meetings among Grantors, the consulting engineer, the contractors and any regulatory authority. In the even Grantors shall fail to commence the Remedial Work in a timely fashion or fail to prosecute diligently the Remedial Work to completion, Bank may, but shall not be required to, cause the Remedial Work to be performed, subject fully to the indemnification provisions of this section. It shall not be necessary for the Bank to incur any expense to enforce this indemnification, and the indemnification contained herein shall survive repayment of the Note and release of the lien of this Deed of Trust and shall be fully applicable notwithstanding any negligence on the part of any Indemnified Party. The liabilities and covenants of Grantors hereunder may not be assigned and any such assignment shall be null and void without the Bank's prior written consent.

30. Security Interest. Grantor also grants to the trustee a security interest in all oil, gas, and other minerals that might be produced from the land covered by this deed of trust. This deed of trust (i) is to be filed in the real property records of the county in which the land is located, (ii) covers all "as-extracted collateral," as defined in Texas Business and Commerce Code §9.102, attributable to the land, (iii) serves as a security agreement covering the as-extracted collateral, (iv) serves as an assignment of all payments made for damages or anticipated damages to the land, and (v) serves as a financing statement covering as-extracted collateral and fixtures as provided in Texas Business and Commerce Code §9.502. The provisions of this paragraph are cumulative of all other provisions of this deed of trust.

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31. Parties of the first part shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the Property or authorize, in any manner, the transfer of the lien for such taxes to any third-party.

ADDITIONAL PROVISIONS:

☐ The note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Grantors, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefore.

☒ The note secured hereby is in renewal and extension, but not in extinguishment of that certain indebtedness described on Renewal and Extension Exhibit attached hereto.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.** The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED this **Third** day of **March, 2016**

GRANTOR(S) AND MAILING ADDRESS(ES):

Signature T. D. Yoder 3-3-16 Date

Tracie D. Yoder
Mailing address:
2504 CR 758
Rosharon, TX 77583

Signature 3.3.16 Date

James N. Yoder
Mailing address:
2504 CR 758
Rosharon, TX 77583

[Sign Originals Only]

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STATE OF TEXAS
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 3 day of March, 2016 by Tracie D. Yoder and James N. Yoder.

Notary Public
Printed Name:
My commission expires:

KATHERINE A JOHNSON
Notary Public State of Texas
Comm Expires 05-04-2019
Notary ID 10151667

MLO Organization: The First State Bank
ID: 512403
MLO Individual: Tammy Jo Smith, NMLS # 612387
ID: 612387

RENEWAL AND EXTENSION EXHIBIT

LO Company NMLS ID 512403
LO NMLS ID 612387

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:
Dated: March 21, 2013
Grantor, Roberta H. Lamm-Delemos
Grantee: Tracie D. McCaulley
Note Amount: $78,750.00
Payable to: The First State Bank
Recording Date: March 26, 2013
Recording No.: 2013013892

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:
To: Kinnan J. Stockton, Trustee
Recording Date: March 26, 2013
Recording No.: 2013013893

Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:
Dated: March 21, 2013
Grantor: Roberta H. Lamm-Delemos
Grantee: Tracie D. McCaulley
Note Amount: $78,760.00
Payable to: The First State Bank
Recording Date: March 26, 2013
Recording No.: 2013013921

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:
To: Kinnan J. Stockton, Trustee
Recording Date: March 26, 2013
Recording No.: 2013013922

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is

released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

EXHIBIT "A"

Being a 5.00 acre tract of land known as the West 1/2 of Lot 469 of a subdivision of Sections 50, 51 and 56 in the H.T. & B. R.R. Company Survey, Abstract 449 and 2, 3 & 4 of L & N, Brazoria County Texas, being the same acre tract of land conveyed to Roberta H. Lamm Delemos recorded in County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas and being more fully described by metes and bounds as follows: (All bearings based on the North line of Lot 469 being East.)

BEGINNING at a point in the center of County Road 758, (platted 40' R.O.W., Vol. 2, Pg. 113,P.R.B.C. and widened to a 60' R.O.W. Vol 819, Pg. 408, D.R.B.C.), for the intersection of Lots 461, 462,468 and 469 and being the Southeast corner of a called 9.472 acre tract conveyed to Jean Meyerson recorded in County Clerk's File No. 1993-042361 of the Official Records of Brazoria County, Texas, an interior corner of a called 285.913 acre tract of land conveyed to GR-M1, Ltd. recorded in County Clerk's File No. 2006-042423 of the Official Records of Brazoria County, Texas and being the Northwest corner and **TRUE PLACE OF BEGINNING** of the herein described tract, said point bears North - 30.0 feet and East - 1485.00 feet from a 1-inch iron pipe found for reference along the common line of Lots 432 and 442;

THENCE East [Reference Bearing] — 247.50 feet along a the center of County Road 758 and the South line of Lot 468 to a point for an interior corner of the residual of the 285.913 acre tract and the Northeast corner of the herein described tract;

THENCE South, at 30.0 feet pass a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" on-line and continuing for a total distance of 880.00 feet to a 1/2" iron rod set marked with plastic cap labeled PINPOINT RPLS 6086" in the South line of Lot 469 for an interior corner of the residual of the 285.913 acre tract and being the Southeast corner of the herein described tract;

THENCE West - 247.50 feet along the South line of Lot 469 to a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" for the common corner of Lots 462 and 469, an interior corner of the residual of the 285.9:3 acre tract and being the Southwest corner of the herein described tract;

THENCE North, along the common line of Lots 462 and 469, at 850.0 feet pass a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" on-line and continuing for a total distance of 880.00 feet to the **PLACE OF BEGINNING** and containing 5.00 acres of land, more or less.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

FILED and RECORDED

Instrument Number: 2016010880

Filing and Recording Date: 03/11/2016 08:13:11 AM Pages: 20 Recording Fee: $98.00

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-megan

METES AND BOUNDS DESCRIPTION
5.006 ACRES OF LAND
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF 5.006 ACRES OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED 5.00 ACRES OUT OF LOT 469 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 TRACIE McCAULLEY BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013013921; SAID 5.006 ACRES OF LAND 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):

BEGINNING at a "MAG" nail called for and found marking the southeasterly corner of Lot 461 of the Emigration Land Subdivision and a called 0.5501 acre tract (Tract 1) conveyed to Beazer Homes Texas, L.P. by deed recorded under B.C.C.F. NO. 2024051164, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract conveyed to KLLB AIV LLC by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of said Lot 469 of said Emigration Land Co. Subdivision and said 5.00 acre tract, also being the northeasterly corner of Lot 462 of said Emigration Land Co. Subdivision and the said 233.54 acre tract, and being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 60 feet by easement recorded under Vol. 819, Pg. 416-B.C.D.R.), from which a 5/8" iron rod called for and found bears South 02°11' East for a distance of 4.35 feet;

1) **THENCE**, North 87°20'14" East, along the common line of said Lots 468 and 469 being the northerly line of the said 5.00 acre tract common to a southerly line of said 233.54 acre tract and generally with the said County Road 758 for a distance of 247.60 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713.784.7500" found marking the northeasterly corner of said 5.00 acre tract, same being an interior corner of said 233.54 acre tract;

2) **THENCE**, South 02°54'07" East, along the easterly line of said 5.00 acre tract common to a westerly line of said 233.54 acre tract passing at distance of 30.00 feet a 5/8-inch iron rod with cap stamped "BL" in the southerly right-of-way of said County Road 758 and continuing therefrom for a total distance of 880.34 feet to the southeasterly corner of the said 5.00 acre tract from which a 1/2-inch iron rod found bears North 69°36' East for a distance of 0.30 feet, same being an interior corner of said 233.54 acre tract;

3) **THENCE**, South 87°03'07" West, along the southerly line of said lot 469 and the said 5.00 acre tract common to a northerly line said 233.54 acre tract for a distance of 247.48 feet to a fence post marking the southwesterly corner of said 5.00 acre tract from which a 1/2-inch iron rod found bears North 47°34' East for a distance of 0.47 feet, same being an interior corner of said 233.54 acre tract;

4) **THENCE**, North 02°54'34" West, along the westerly line of said lot 469 and the said 5.00 acre tract common to a easterly line of said 233.54 acre tract passing at a distance of 851.57 feet a 5/8-inch iron rod with cap stamped "BL" in the southerly right-of-way of said County Road 758 and continuing therefrom for a total distance of 881.57 feet to the **POINT OF BEGINNING** and containing 5.006 acres of land.

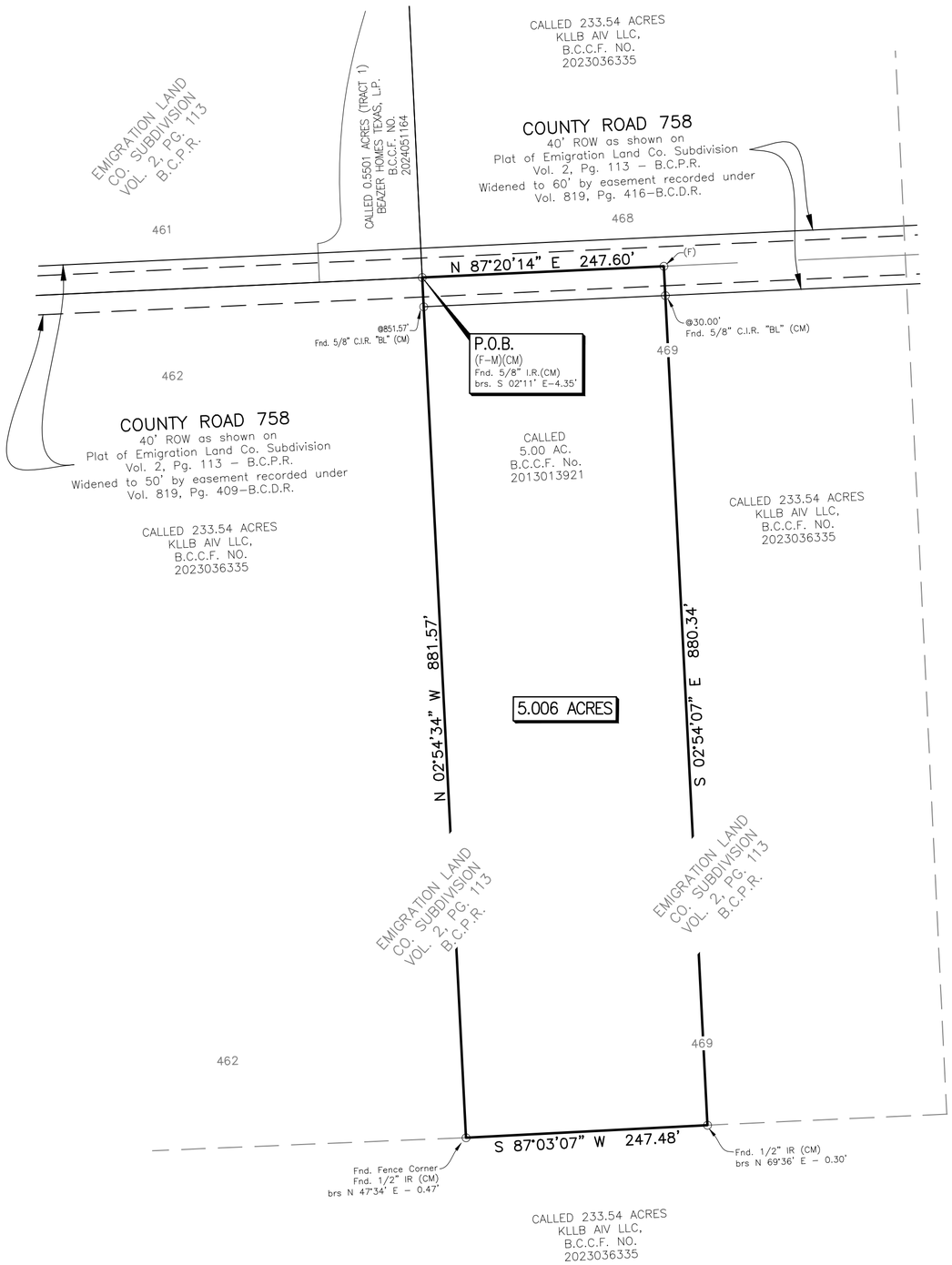
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. **dba EHRA, Inc. TBPELS No. 10092300**

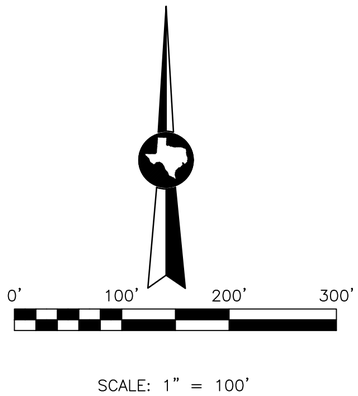
Charles Jurica, R.P.L.S.
Texas Registration No. 6696
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: August 18, 2024
Job No: 221-022-00
File No: R:\2022\221-022-00\Docs\Description\Boundary\22102200V-PBLT04.doc

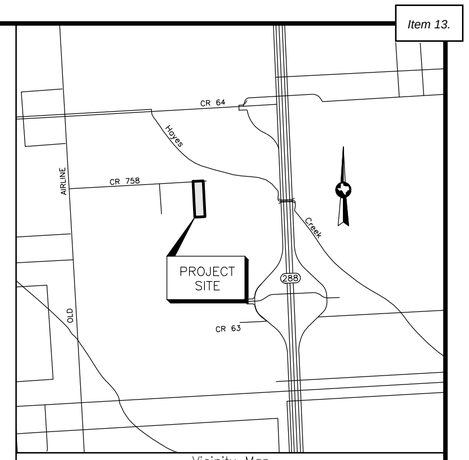
LEGEND

"BL"		Baker Lawson
B.C.C.F. NO.		Brazoria County Clerk's File Number
B.C.D.R.		Brazoria County Deed Records
B.C.P.R.		Brazoria County Plat Records
C.I.R.		Capped Iron Rod
CM		Control Monument
ESMT		Easement
F.C. NO.		Film Code Number
FND		Found
IP	○	Iron Pipe
IR	○	Iron Rod
R.O.W.		Right-Of-Way
VOL, PG		Volume, Page
(F)		Found 5/8" Iron Rod with cap stamped "E.H.R.&A. 713-784-4500"
(F-M)		Found "MAG" nail





SCALE: 1" = 100'



Vicinity Map
Scale: 1" = .05 mi.

NOTES:

1. This is a preliminary map for review purposes only.
2. No improvements are shown hereon.
3. For additional information please see the separately prepared metes and bounds.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

PRELIMINARY EXHIBIT MAP OF 5.006 ACRES OF LAND IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS

DATE: September 2, 2025	SCALE: 1"= 100'	JOB NO.: 221-022-00
DWG. NAME: 22102200V-PBLT-04.dwg	DRAWING NO.: NONE	

R:\2022\221-022-00\DRAWING\BOUNDARY\22102200V-PBLT-04 By:----

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND BEAZER HOMES TEXAS, L.P. (ELLWOOD)
(Authorized by Tex. Loc. Gov't Code sec. 43.0672)**

This Municipal Services Agreement ("Agreement") is entered into by the **CITY OF IOWA COLONY, TEXAS ("CITY"); and BEAZER HOMES TEXAS, L.P. (ELLWOOD); ("OWNER").**

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

This agreement is authorized by Section 43.0672 of the Texas Local Government Code and all applicable law.

At the time of execution of this Agreement by the City, Owner(s) own approximately 5.00 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Each Owner(s) signing this agreement represents and warrants that the Owner(s) named herein are all Owners of the entire Property.

City and Owner(s) desire to set out the City services to be provided for the Property on or after the effective date of the annexation of the Property by the City.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner(s) agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property.

2. METHODS OF PROVIDING SERVICES.

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

a. Commencing upon the annexation of the Property into the City for general purposes, the City will provide for the Property the municipal services set forth in this subsection, except as otherwise stated herein.

i. Police. The City's Police Department will provide law enforcement services.

ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.

iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.

iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly owned parks and recreational facilities throughout the City.

v. Roads and Streets. Street construction in and adjoining the Property will be done by the developer or a public entity other than the City. The City will maintain any public city streets, streetlights, and regulatory signs over which the City has jurisdiction, beginning upon inspection of those items for compliance with city standards, and acceptance of those items by the City, except to the extent that another public entity or homeowner's association is obligated to provide those services.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides fire protection services to the Property. Brazoria County Emergency Services District No. 3 provides fire protection services to some of the Property and may annex the remainder of the Property and then provide fire protection services to the whole Property.

ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides emergency medical services to the Property. Brazoria County Emergency Services District No. 3 provides emergency medical services to some of the Property and may

annex the remainder of the Property and then provide emergency medical services to the whole Property.

iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.

iv. Water and Wastewater Utilities. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.

v. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that any City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **OTHER AGREEMENTS.** The City previously entered into a Development Agreement and a Utility Agreement with Beazer Homes Texas, L.P.. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of the Development Agreement and the Utility Agreement, the Development Agreement and the Utility Agreement shall control.

5. SERVICE LEVEL. Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are generally comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

6. NONWAIVER OF OTHER PERSONS' OBLIGATIONS. Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.

7. AUTHORITY. City and Owner(s) represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole

jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

8. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

11. **NONWAIVER BY NONENFORCEMENT.** The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. **AGREEMENT BINDS BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property.

15. **NOT A THIRD-PARTY CONTRACT.** This is not a third-party contract and does not create any rights of any person except the parties and their respective successors and assigns.

16. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

17. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

18. DISCLOSURES BY CITY. The City makes the following disclosures to Brazoria County, the Owner of the right of way being annexed:

a. The Owner is not required to enter into this Agreement.

b. The City is authorized to annex the Annexation Area under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Owner.

c. This subsection is a plain-language description of the annexation procedures applicable to the Annexation Area. The Owner must request the annexation in writing. Since the Annexation Area, a county road, is not taxed agriculturally, the City is not required to offer a non-annexation development agreement providing for non-annexation of the Annexation Area under certain terms and conditions. The annexation may be completed without a rejection by the Owner of such an offer. The City must enter into a municipal service agreement with the Owner. 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 Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

19. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by the parties.

20. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
Kayleen Rosser, City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Wil Kennedy, as Mayor of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Kayleen Rosser, as City Secretary of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

OWNER:

BEAZER HOMES TEXAS, L.P.

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by _____, as _____ of Beazer Homes Texas, L.P., on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT “A”

TO MUNICIPAL SERVICES AGREEMENT

THE “PROPERTY”

NON-ANNEXATION DEVELOPMENT AGREEMENT
(Pursuant to Section 43.016, Texas Local Government Code)

1. PARTIES

a. "CITY": **City of Iowa Colony, Texas**

b. "OWNER" or "LANDOWNER," whether one or more, jointly and severally

2. DISCLOSURES TO LANDOWNER

The City of Iowa Colony, Texas makes the following disclosures to the Landowner:

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

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

c. This subsection is a plain-language description of the annexation procedures applicable to the land in this document.

(1) The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement, such as this one, providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner **rejects** that offer. The City must enter into a municipal service agreement with the landowner. 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. The procedures for this annexation require the Landowner's consent.

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

3. ANNEXATION

a. If accepted, the City shall not annex the Property while this agreement is in effect.

b. The termination of this agreement by any method shall constitute a petition by the then owner of the Property for annexation of the Property by the City. This agreement shall constitute a new petition for annexation each day upon and after the termination of this agreement.

4. TERM AND TERMINATION

If accepted, this Agreement remains in effect for 45 years unless earlier terminated as provided by law or agreement.

5. PERSONS BOUND

This agreement shall run with the land and shall bind the parties and their respective successors and assigns; provided, however, that this agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot.

6. GENERAL

a. Texas Law. This agreement shall be governed by the laws of the State of Texas, including both procedure and substance, but not conflict of laws rules that would result in the application of the law of a different jurisdiction than Texas.

b. Venue. Venue of any suit involving this agreement or the subject matter hereof, whether in contract, tort, or otherwise, shall lie only in Brazoria County, Texas or if there is federal jurisdiction, in a federal court for the Southern District of Texas, Galveston Division or Houston Division.

c. Cumulative Remedies. No Election of Remedies. All rights and remedies in favor of the City or against any person other than the City under this agreement or any other source are cumulative. The pursuit or receipt by the City of any one or more rights or remedies shall not constitute an election of remedies and shall not prevent the City from pursuing and receiving any and all other rights and remedies.

d. Construction of Agreement. The parties hereto agree that this agreement shall not be construed in favor of or against a party on the basis that the party did or did not draft this agreement.

e. Nonwaiver by Nonenforcement. The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law shall never be construed as a waiver of the City's rights to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

f. Nonwaiver of Immunity. Nothing in this agreement or in any act, omission, or condition concerning this agreement or the subject matter hereof shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its officers, agents, employees, or representatives of any nature.

g. Whole Agreement. This written agreement constitutes the entire agreement of the parties concerning the subject matter hereof. Furthermore, each party represents and warrants that it has neither received nor relied upon any written or oral statements, promises, or representations of any nature as an inducement to enter into this agreement, except for the statements written herein.

h. Amendments. The parties wish to avoid any ambiguity as to whether or how this agreement is ever amended. Accordingly, this agreement may not be amended except by a writing signed by all parties and expressly stating that it amends this agreement.

i. Statutory Non-Boycott Representation. Each party other than the City certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.

j. Multiple Counterparts of this Agreement. This agreement may be executed in multiple or separate counterparts, and it shall be binding when each party has signed an identical counterpart, even if the parties never sign the same counterpart.

k. Notices. Any notice required or permitted to be given under the provisions of this agreement shall be in writing and shall be deemed received upon the earlier of the following: (1) actual receipt, regardless of the delivery method; (2) actual delivery to the address stated in this section, by hand delivery with a receipt for delivery signed by the addressee; (3) actual delivery to the address stated in this section by commercial courier, such as Federal Express or United Parcel Service, that provides tracking or proof of delivery; or (4) the deposit of the notice in the United States mail by certified or registered mail, postage prepaid, addressed as stated in this section. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: **City of Iowa Colony, Texas**
Attention: Mayor
3144 Meridiana Pkwy
Iowa Colony, Texas 77583

To the Owner: **Address:**
_____
_____
_____

Attention: _____
_____
_____
_____

A party may designate a different address by giving each party ten days' written notice, as herein provided.

l. Authority to Sign this Agreement. Each person signing this Agreement represents and warrants that such person has the authority to do so and to bind the party for whom they purport to sign to the terms of this agreement.

m. Effective Date. The Effective Date of this agreement shall be the date has been signed by all parties.

CITY:

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

Date Signed: _____

ATTEST:

_____
Kayleen Rosser, City Secretary

Date Signed: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.

- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

SIGN HERE TO **REJECT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

OR

SIGN HERE TO **ACCEPT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

EXHIBIT “A”

PROPERTY DESCRIPTION

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY INTO THE CITY, COMMONLY KNOWN AS BEAZER HOMES TEXAS, L.P. (ELLWOOD), AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

SECTION 1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

SECTION 2. This annexation of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.

SECTION 3. The owners of the property annexed by this ordinance have requested this annexation in writing.

SECTION 4. This entire ordinance is in the public interest.

SECTION 5. This ordinance does not cause any area to be completely surrounded by the City without annexing the surrounded area.

SECTION 6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

SECTION 7. The property (herein called "**the Annexed Area**") described on **Exhibit "A,"** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in the Annexed Area within the territorial limits of the City of Iowa Colony. In conjunction with this annexation, the City of Iowa Colony hereby expands and extends its extraterritorial jurisdiction (ETJ) to include all areas to which it is entitled under applicable law as a result of this annexation, including but not limited to the Annexed Area and any contiguous areas as permitted by state law. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

SECTION 8. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Services Agreement** attached hereto as **Exhibit "B"** and incorporated herein in full.

SECTION 9. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

SECTION 10. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

SECTION 11. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required a public hearing before the passage of this ordinance.

READ, PASSED, AND APPROVED on DECEMBER 15, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

EXHIBIT “A”
TO ANNEXATION ORDINANCE – ANNEXED AREA

Including Descriptions and Maps of the Entire Annexed Area

EXHIBIT “B”
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICE AGREEMENT

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON AMENDING
THE RALLY 288 WEST PLANNED UNIT DEVELOPMENT

To be held on:

Public Hearing, **November 4, 2025, at 6:30 p.m.**
Public Hearing, **November 17, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 6:30 p.m. on November 4, 2025, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on November 17, 2025, each at the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance, as amended, to consider a proposed amendment to the Rally 288 West Planned Unit Development (PUD) to include an additional 5.00-acre tract and designate the tract for single-family residential use within the PUD.

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

Kayleen Rosser
Iowa Colony City Secretary

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

VIA E-MAIL: dinh@adico-llc.com

DATE: November 5, 2025

TO: Dinh Ho – Principal, Adico Consulting Engineers, LLC

FROM: EHRA/Michael Turzillo
Assistant Project Manager – Planning & Visioning

EXTENSION OF APPROVAL LETTER: Ellwood PUD Amendment Deferral

EHRA Engineering on behalf of Beazer Homes is requesting that the Ellwood PUD Amendment recommended for approval by Planning and Zoning Commission on 11/4/2025 be deferred and placed on the 12/15/2025 city council agenda for consideration of approval.

Regards,

Michael Turzillo,
Assistant Project Manager – Planning & Visioning
EHRA Engineering

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

September 8, 2025

Dinh V. Ho, P.E., CFM
Principal
ADICO Consulting Engineers
205 E. Edgewood Dr.
Friendswood, TX, 77564

Re: Ellwood Planned Unit Development

Dinh,

On behalf of our client, Beazer Homes Texas, LP, the developer of Ellwood, I respectfully request to amend the Rally 288 West Planned Unit Development District. Below is a summary of the significant changes that are proposed:

- Update the project name from "Rally 288 West" to **"**Ellwood**."**
- Expand the PUD boundary by an additional 5 acres, increasing the total project area from 259.4 acres to 264.4 acres**.**
- Designate the added 5 acres under the Single-Family Residential land use category, consistent with the character and development standards of the existing residential areas within the PUD.
- Increase the total lot count by approximately 19 single-family lots, with lot sizes and setbacks aligned with the standards established in the original PUD.
- Updated Table 1 of the PUD to reflect the new acreages and percentages of each land use category after the addition of the 5-acre tract.
- Updated Table 4 of the PUD to reflect the new acreage of parks and open space after the addition of the 5-acre tract.

Should any additional information or supporting documentation be required, please do not hesitate to contact me. I would be happy to assist in any way necessary.

Thank you for your consideration,

Form A

City of Iowa Colony

"Where We Make It Happen"

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

Name/Address Brad Sweitzer / EHRA Engineering
Individual/Company/Corporation

Description of Amendment Proposed To acquire and rezone a 5.0 acre tract into the Ellwood PUD and categorize as an additional land use - single family 50' wide lots

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: Brad Sweitzer

Form approved: July 20, 2009

Ellwood Planned Unit Development District Amendment No. 1

The City of Iowa Colony

Prepared for:

Beazer Homes Texas, LP
13430 Northwest Freeway Suite 900
Houston, Texas 77040

Prepared by:

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TABLE OF CONTENTS

I. INTRODUCTION

A. Summary 7

B. Project Location 7

C. Existing Zoning 7

D. Surrounding Land Use 7

E. Existing Site Conditions 8

II. DEVELOPMENT PLAN

A. Purpose & Intent 12

B. Goals & Objectives 12

1. Establish a Strong Community Character & Sense of Place 12

2. Provide Multiple Housing Types 12

3. Ensure Quality Development 13

4. Provide for Orderly Growth 13

C. Preliminary Land Use Plan 13

1. Proposed Uses & Densities 13

D. Benefits to the Iowa Colony 15

E. Transportation 17

1. Existing Access 17

2. Street Hierarchy 17

3. Minimum Right-of-Way Widths & Paving Sections 18

4. Vehicular Circulation Plan 18

5. Karsten Boulevard 18

6. Davenport Parkway, County Road 758, and Dubuque Parkway 19

7. Street Design Criteria 25

8. Traffic Impact Analysis 28

9. Street Sidewalks 29

F. Parks, Open Space & Trails 29

1. Parks & Open Space 29

2. Compensating Open Space 31

3. Trails 32

G. Infrastructure 35

1. Municipal Utility Districts 35

2. Water 35

3. Wastewater 35

4. Storm Drainage & Detention System 36

5. Flood Plain Management 36

6. Home Owner's Association & Architectural Review Committee 37

H. Project Phasing 37

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent 43

B. General Provisions 43

1. Applicability 43

2. Additional Uses 43

3. Non-Conforming Land Uses 44

4. Non-Conforming Structures 44

5. Existing Utilities 44

6. General Development Plan 45

7. Grading 45

8. Temporary Uses 46

9. Covenants, Conditions, and Restrictions 46

10. Lighting 46

11. Site Development Standards 47

C. Development Standards 48

1. Single Family - 60's 48

2. Single Family - 50's 50

3. Commercial 53

4. Institutional 58

5. Parks & Open Space 59

6. Parking 61

D. Definitions 62

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose 69

B. Changes to Zoning Ordinance 69

C. Variances to the Subdivision Ordinance 69

D. Variances from the Design Manual 69

E. Interpretation 77

F. Administrative Approval 77

G. Substantial Change 78

H. Fees 78

I. Additional Requirements 78

EXHIBITS

Exhibit 1	Vicinity Map	9
Exhibit 2	Ownership Map	10
Exhibit 3	Jurisdictional Map	11
Exhibit 4	Preliminary Land Use Plan	16
Exhibit 5	Circulation Plan	20
Exhibit 6	Major Arterial	21
Exhibit 7	Karsten Blvd. Intersection with Major Arterials	22
Exhibit 8	Major Collector	23
Exhibit 9	50'- Local	24
Exhibit 10	Parks, Open Space, & Trails Plan	33
Exhibit 11	Fencing Plan	34
Exhibit 12	MUD Map	38
Exhibit 13	Phasing Plan	39
Exhibit 14	Water Supply and Distribution Plan	40
Exhibit 15	Sanitary Sewer Collection and Treatment Plan	41
Exhibit 16	Storm Water Detention and Floodplain Mitigation Plan	42

TABLES

Table 1	Land Use	14
Table 2	Minimum Right-of-Way Width & Paving Section	18
Table 3	Sidewalk Requirements	29
Table 4	Parks and Open Space	30
Table 5	Compensating Open Space	32
Table 6	Parking Requirements	61
Table 7	Shared Parking	62
Table 8	Subdivision Ordinance Variances	70
Table 9	Design Manual Variances	76

APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

Appendix B - City of Iowa Colony Ordinance 73 – C

Appendix C – 5 Acre Tract Annexation Ordinance

Appendix D – Ellwood PUD Amendment No. 1 Ordinance

I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for “Ellwood”. Ellwood is comprised of 264.4 acres of privately owned land to be developed for single family and commercial uses.

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.

The name of the previous PUD was “Rally 288 West”, but henceforth it shall be known as “Ellwood”. This matches the preliminary and final plats that have been submitted to and approved by City Council under this name.

B. Project Location

The Project is located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

C. Existing Zoning

259.4 acres of the property is zoned under Planned Unit Development (PUD). The remaining 5.0 acres is currently within City of Iowa Colony ETJ (City) and is proposed to be annexed into the City and zoned under (PUD). See Appendices the relevant annexation ordinances.

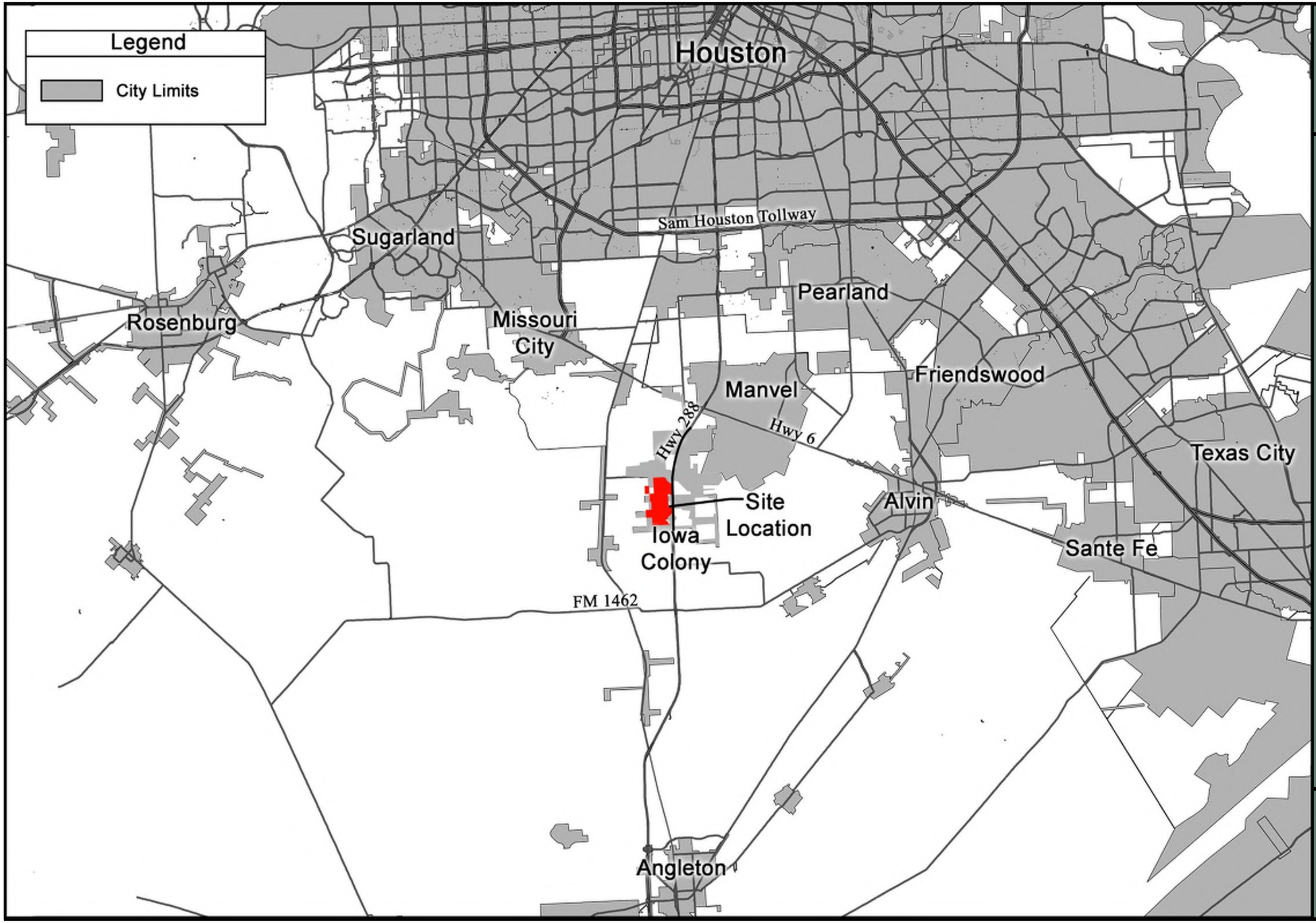
D. Surrounding Land Use

Most properties surrounding the Project are undeveloped, with some existing industrial uses located adjacent to State Highway 288. To the west and south of the Project are pockets of large lot single family development. To the northwest are large master planned communities (Sterling Lakes and Sierra Vista). The southeastern corner of Sierra Vista is 600 feet from the northwestern corner of Ellwood and contains single-family residential lots that are less than 6,600 square feet.

E. Existing Site Conditions

The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The areas adjacent to the creek are heavily vegetated, while the remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there is a pipeline corridor and a transmission power line corridor that cross the property from north to south. There a currently multiple sections of development being built, along with parks and a water plant to serve the community.

In 1914, the Emigration Land Company platted hundreds of acres in what is now Iowa Colony, per Volume 2, Page 113 of the Brazoria County Plat Records. Two of the 40' rights-of-way dedicated in this plat run east to west across the site, but these were never improved. These rights-of-way will be abandoned when platting for this project is completed.



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Ellwood

Exhibit 1: Vicinity Map

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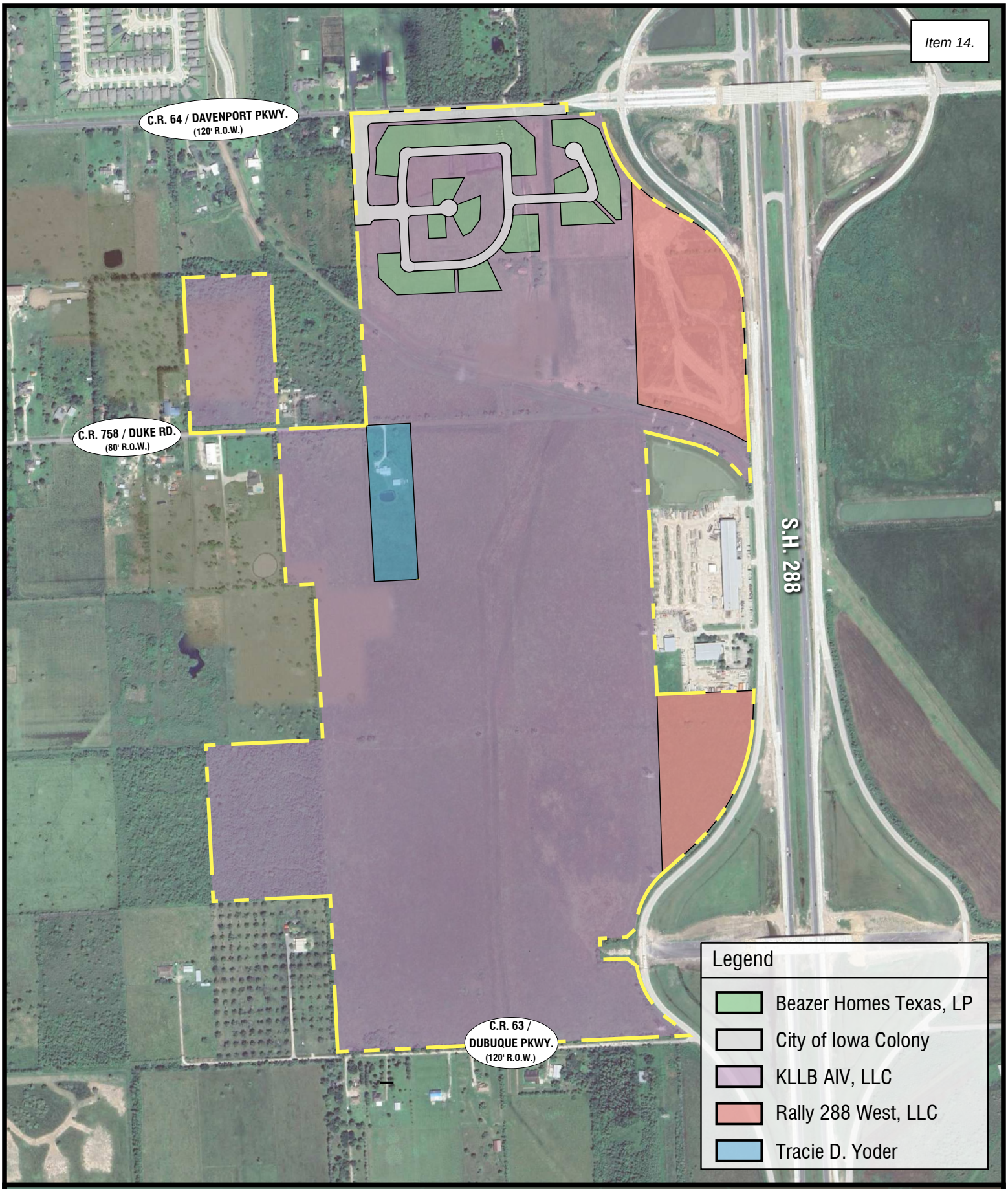

Ellwood

Exhibit 2: Ownership Map

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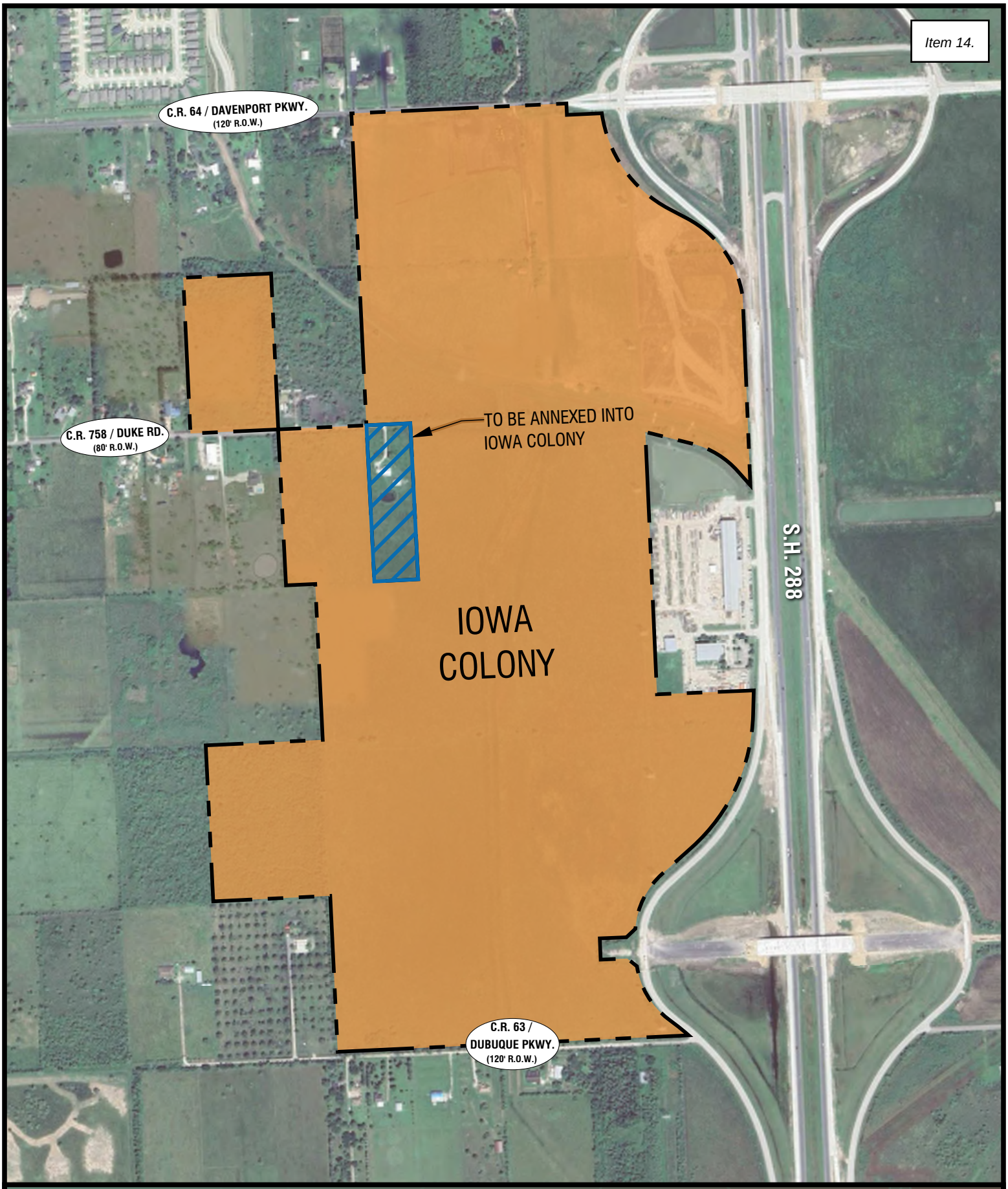

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Exhibit 3: Jurisdictional Map

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II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Ellwood by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Ellwood Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

A trail system is proposed that will create a strong community character by providing neighborhood connectivity. It will also enhance sense of place by showcasing natural features, such as North Hayes Creek, and amenitizing the pipeline corridor and detention ponds.

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 Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Ellwood 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. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City once prepared.

4. Provide for Orderly Growth

Ellwood 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 incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Ellwood will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Rally 288 West consist of Single Family - 60's (SF - 60's), Single Family - 50's (SF - 50's), Commercial (C), Institutional (I) and Parks & Open Space (POS). The following is a brief description of these proposed uses.

Single Family - 60's – The Single Family - 60's category (SF - 60's) is intended for the development of detached, single family dwelling units. Lot sizes within the SF - 60's category are intended to be 60-foot wide lots or larger (as measured at the lesser of the front or rear setback) with a minimum lot area of 6,600 square feet.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a minimum lot width of 50 feet (as measured at the lesser of the front or rear

setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area). All SF - 50's homes must provide a minimum of 300 square feet of permeable land surface.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

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.

TABLE 1

Land Use

Land Use	Gross Acres	%
Single Family - 60's (SF - 60's)	46.4	17.5%
Single Family - 50's (SF - 50's)	68.1	25.8 %
Commercial (C)	23.2	8.9%
Institutional (I)	1.5	0.5%
Rights-of-Way (Arterials & Collectors)	15.3	5.7%
Parks & Open Space (P-OS)	109.9	41.6%
Totals	264.4	**100%**

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent

without further approval of the Planning and Zoning Commission or City Council. This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 60's and Single Family - 50's areas, no more than sixty (60) percent of that total may be Single Family - 50's. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The density of lots shall not exceed 2.0 units per gross acre. At a gross acreage of 264.4, this would result in a maximum of 528 allowed units.

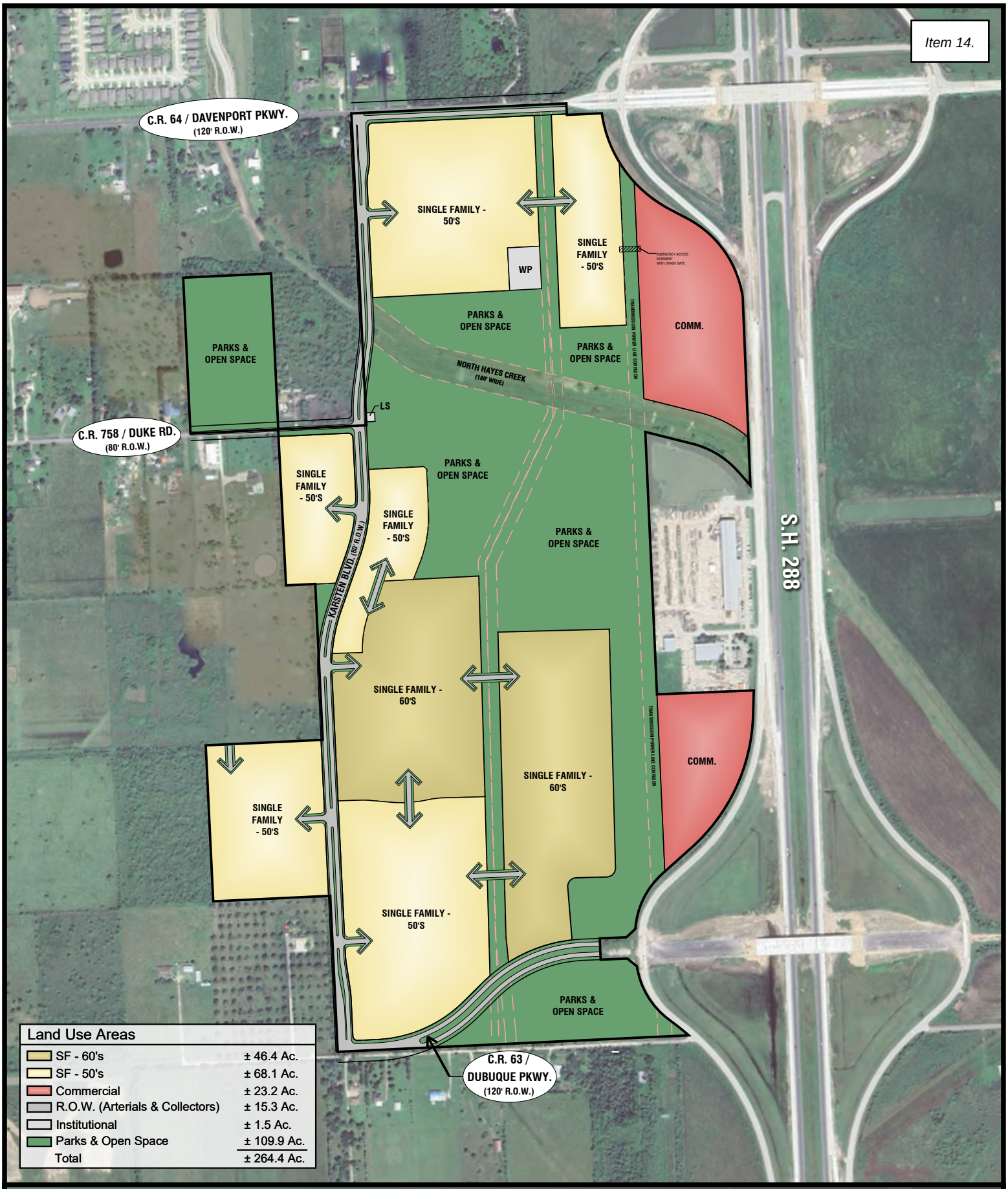
D. **Benefits to the City of Iowa Colony**

Ellwood 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, in general, provide tremendous benefits for cities over traditional "piece-meal" development. Historically, property values in master planned communities are 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. Master planned communities bring stability and predictability that facilitate a city's long-range planning and financial objectives.

The rural character of the area will be preserved by protecting the North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Ellwood will establish a cohesive community of people that blends with and preserves Iowa Colony's small town values.

Furthermore, the addition of the 5 acre tract will be cohesive with the existing land use of the subject property.



Land Use Areas	
SF - 60's	± 46.4 Ac.
SF - 50's	± 68.1 Ac.
Commercial	± 23.2 Ac.
R.O.W. (Arterials & Collectors)	± 15.3 Ac.
Institutional	± 1.5 Ac.
Parks & Open Space	± 109.9 Ac.
Total	± 264.4 Ac.

Ellwood

Exhibit 4: Preliminary Land Use Plan

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E. Transportation

Ellwood will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Ellwood currently has access to State Highway 288 to the east, C.R. 758 (to be renamed at a later date) to the west, and Davenport Parkway to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Karsten Boulevard is proposed to extend through the property in a north-south fashion to connect Davenport Parkway, C.R. 758, and Dubuque Parkway.

2. Street Hierarchy

The street system in Ellwood will consist of a hierarchy of streets ranging from major arterials to local streets. 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 arterials 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 Ellwood:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major arterials and other collector streets and are identified as Major Collector Streets on the City's Thoroughfare Plan.

Local Streets – Local streets are designed to provide access to residential lots.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within Ellwood shall conform to the following standards:

TABLE 2

Minimum Right-of-Way Width & Paving Sections

	Minimum Right-of-Way Width	**Standard Paving Section** (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections[1]
Major Collector	80 feet	Two (2) 25 foot divided sections[1]
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Ellwood. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Karsten Boulevard

Karsten Boulevard is proposed to extend through Ellwood, running north to south on the western side of the Project, connecting Davenport Parkway with Dubuque Parkway. It will be the sole major collector within Ellwood. Esplanade openings will be strategically placed along Karsten, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via notes on the preliminary plat and must be approved by the City's Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City's Designated Official.

Extending Karsten Boulevard through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway, County Road 758, and Dubuque Parkway, thereby creating an alternate route if an accident occurs on S.H. 288.

6. Davenport Parkway, County Road 758, and Dubuque Parkway

Davenport Parkway (designated as a major arterial on the City's major thoroughfare plan) runs along the northern boundary of the Project. Davenport Parkway will connect to an S.H. 288 access ramp and overpass once completed in the coming years.

County Road 758 is designated as a major collector on the City's major thoroughfare plan and runs west of the Project. It will terminate at its intersection with future Karsten Boulevard. Where this road is bisected by the project boundary, the developer shall pay fee in lieu of construction since construction of a half road in these areas is not feasible.

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway, although it is planned for construction later than the Davenport Parkway access ramp and overpass.

The necessary right-of-way will be dedicated for all of these roads, and the roads will be constructed where the proposed alignments are located wholly within the Project boundary. Where the road alignments are bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).

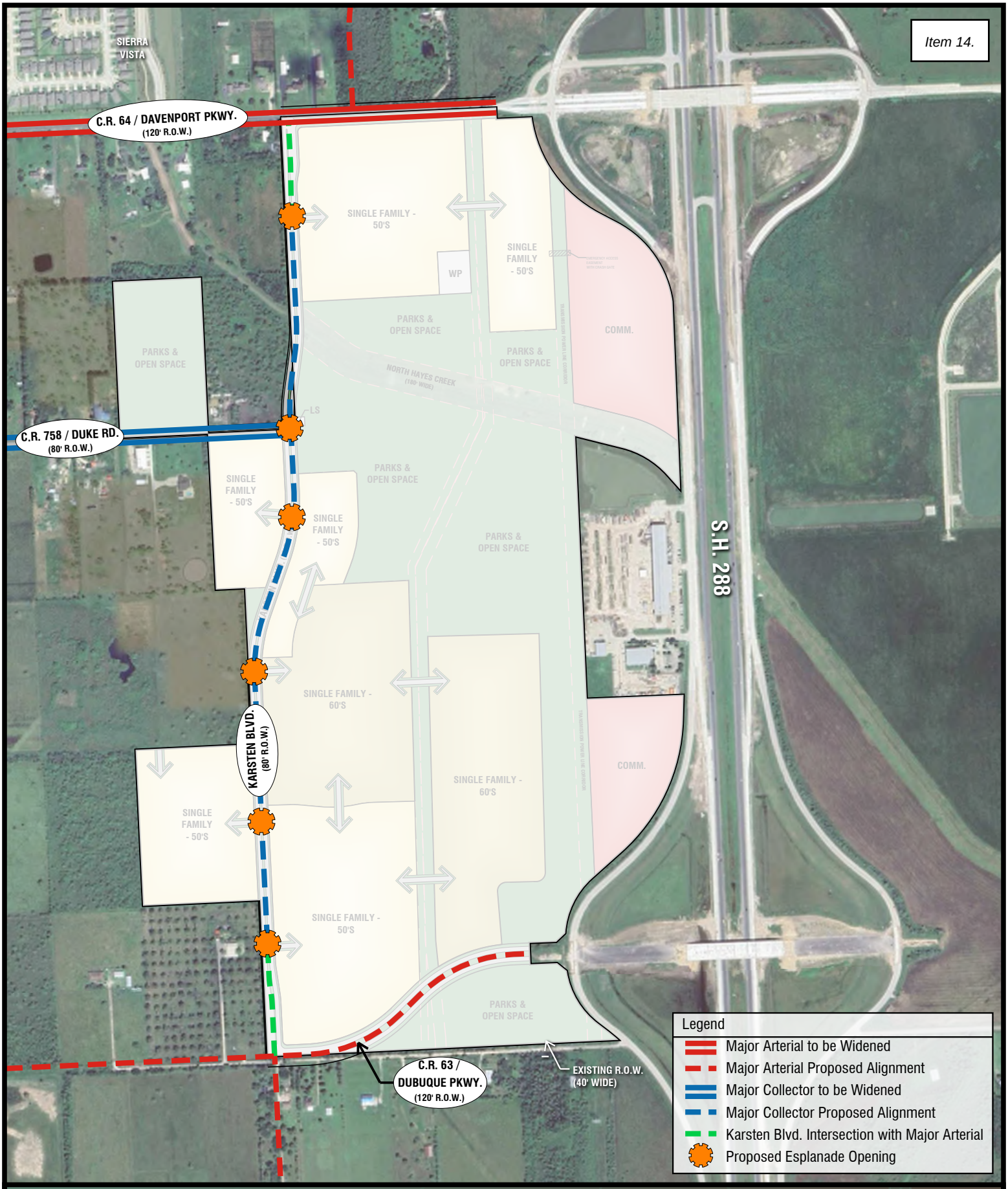

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Exhibit 5: Circulation Plan

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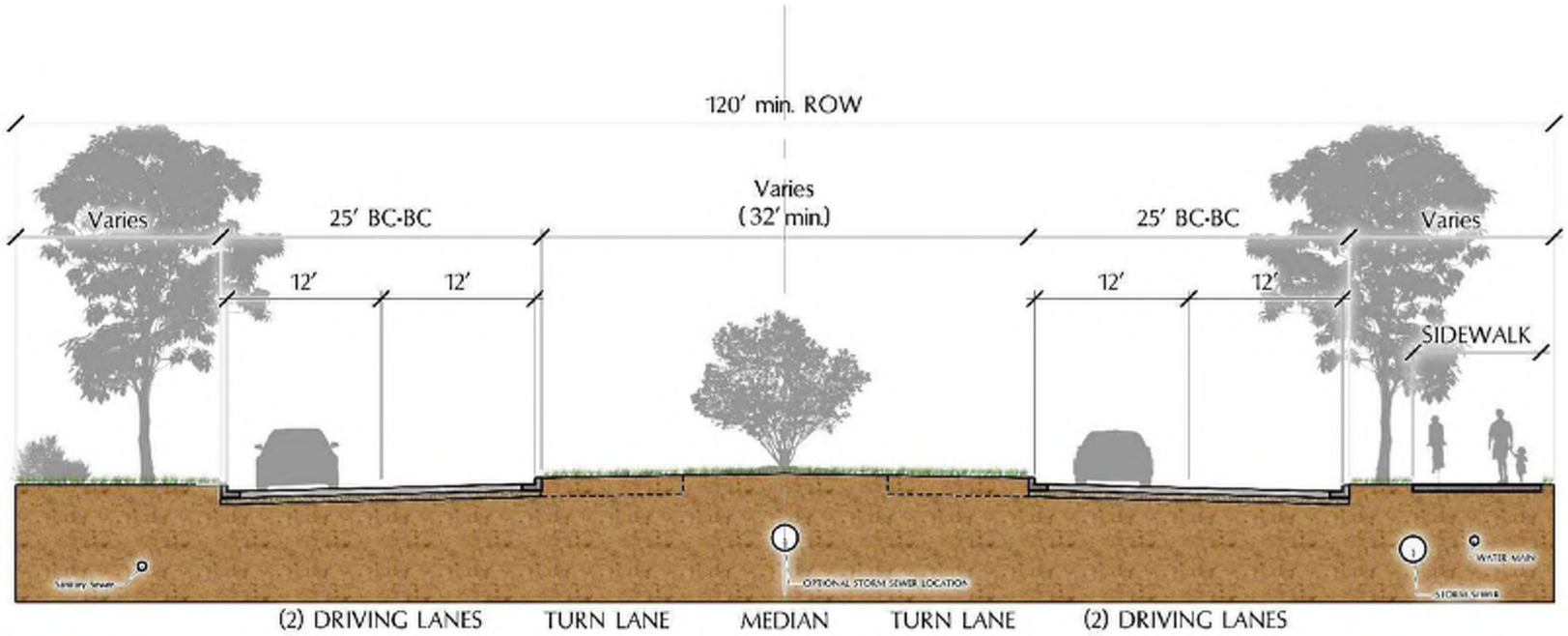

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.

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Exhibit 6: Street Section - Major Arterial

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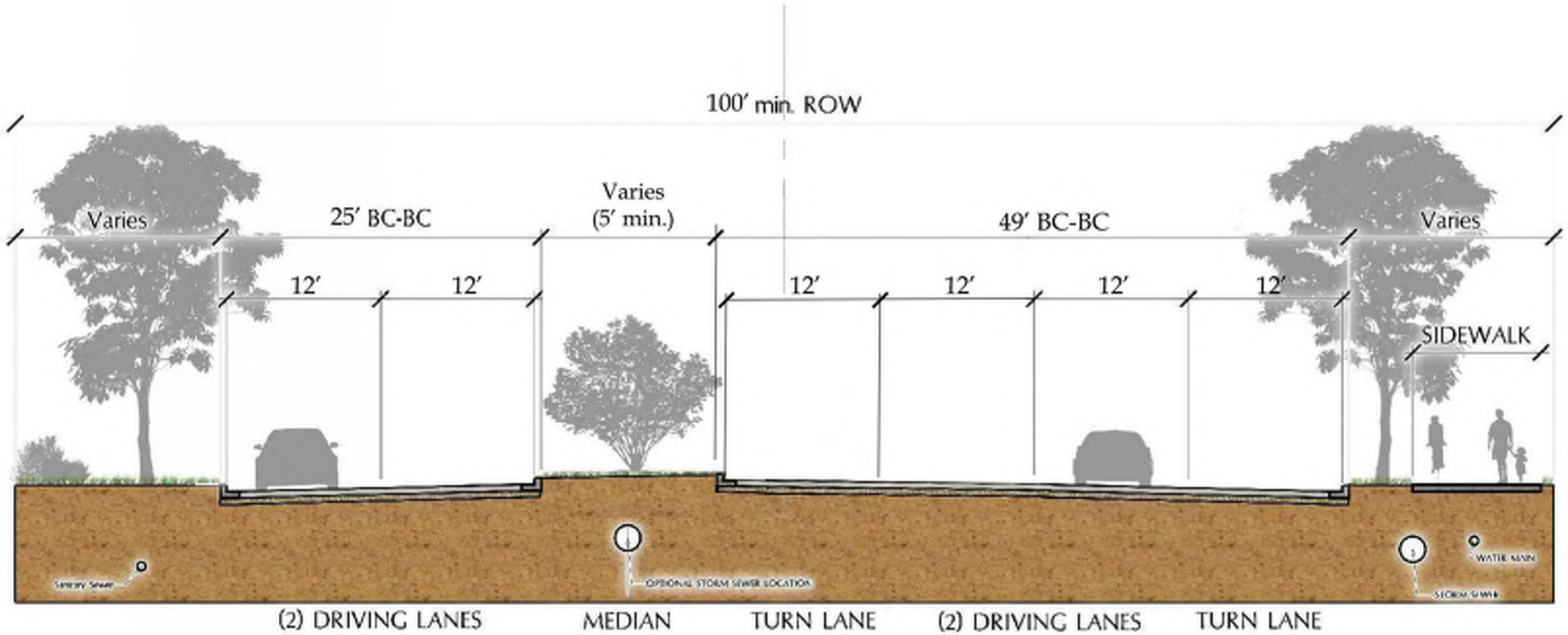

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the east side of Karsten Boulevard.

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Exhibit 7: Karsten Blvd. Intersection with Major Arterials

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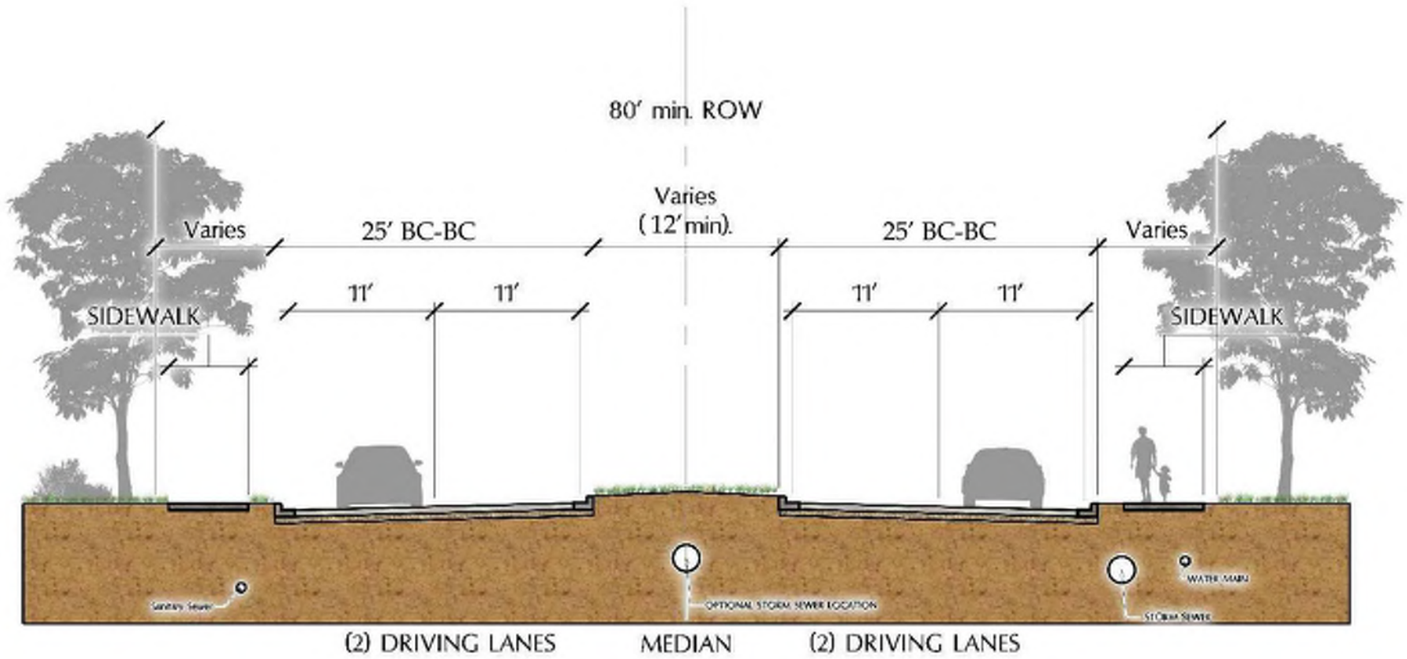

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.

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Exhibit 8: Street Section - Major Collector

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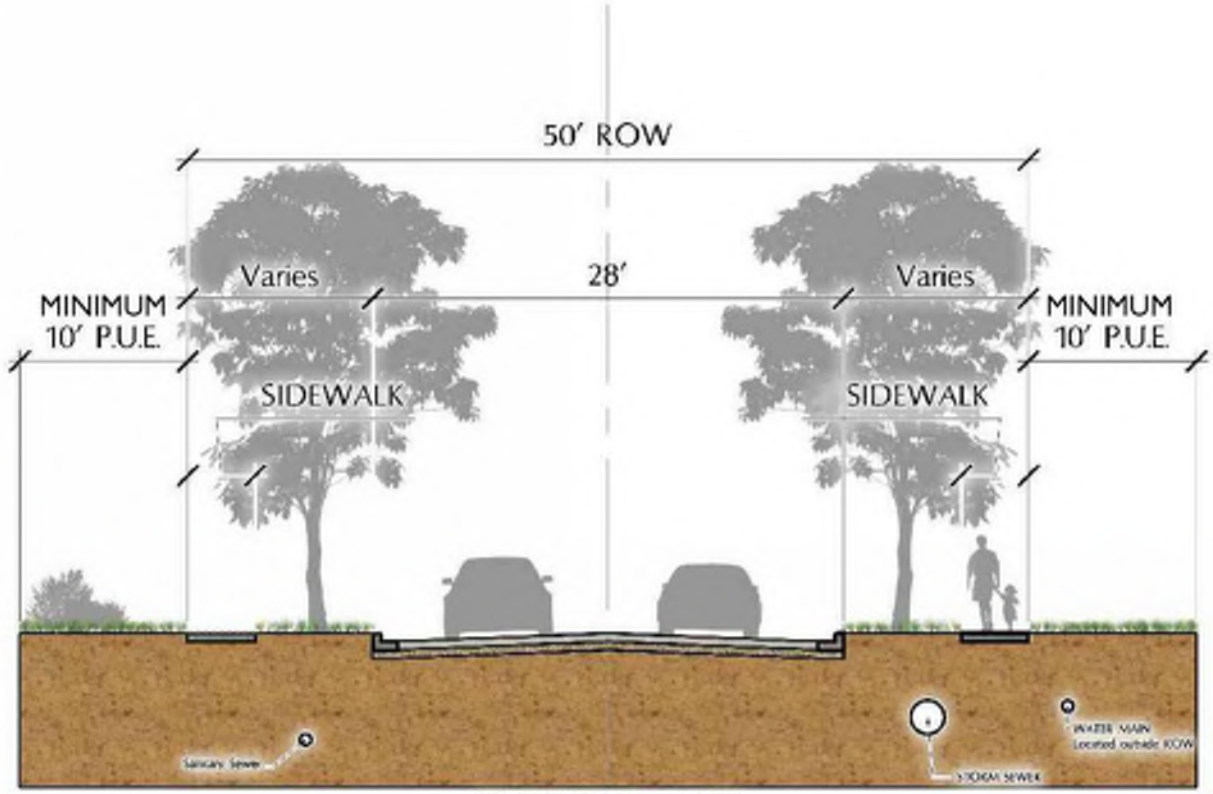

(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. P.U.E.'s in excess of 10' may be required depending on final engineering design.

Ellwood

Exhibit 9: Street Section - Local Street

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7. Street Design Criteria

Streets within Ellwood shall conform to the following standards:

Cul-de-sacs: Cul-de-sacs 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-by-case basis by the City's Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125' apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve. Property lines at intersections of local streets shall transition with a 25 foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

Curves: Curves along major arterials shall be designed to meet or exceed minimum ASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along major 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. These types of intersections shall have a minimum centerline radius of 50 feet.

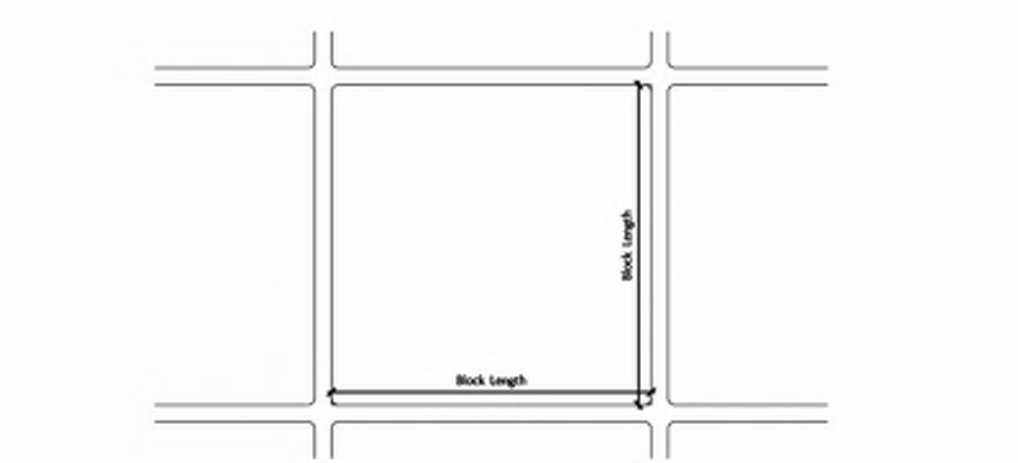
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

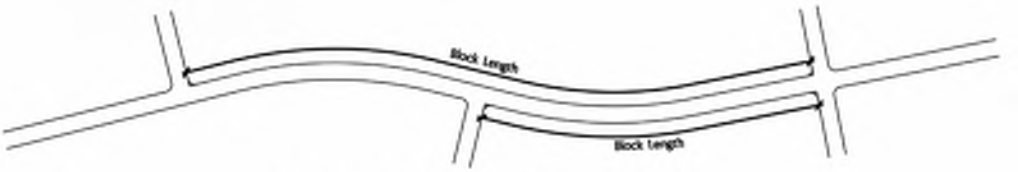
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks 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 or drainage features having a minimum width of 50 feet shall be 2,000 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 2,400 feet and pedestrian connections are not provided, the City's Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Rally 288 West boundary with a public street must be provided a minimum of every 2,400 feet along the Ellwood boundary unless determined to be unnecessary by the City's Designated Official.

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) 20-foot wide travel lanes separated by a median having a minimum width of 15 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 points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each SF - 60's and SF - 50's lot shall have frontage on a local street.

Lots may not have direct vehicular access to a major arterial or major collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major arterial or collector.

8. Traffic Impact Analysis

A Traffic Impact Analysis has been completed and approved by TxDOT and the City of Iowa Colony. The developer shall follow the recommendations stated within the report.

9. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3 Sidewalk Requirements			
Street Type	**Minimum Requirement**		
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**	A 8 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		

* 6 foot sidewalks shall be provided at bridge crossings

Generally, sidewalks should be constructed within the right-of-way. Sidewalks adjacent to open space areas may meander between the right-of-way and open space when desired. When trails exist or are proposed on an adjacent reserve of open space area, 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.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Ellwood will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North Hayes

Creek, man-made detention basins will be created that will extend out into the community from the Creek. These detention basins will be contoured and landscaped, and they will form the backbone of the open space system, providing a common "thread" that binds the community together both physically as well as socially.

Additionally, active recreational facilities will be developed and built within Ellwood, ranging from small pocket parks to the larger neighborhood parks, which will be connected through an extensive pedestrian trail system. This will be the backdrop for many leisure activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within Ellwood.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 528 maximum dwelling units possible within this PUD, the parkland dedication requirement for Ellwood is 9.8 acres. Parkland shall comply with the City's Planned Unit Development Ordinance (O-2019-14).

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 264.4 acres, the open space requirement for Ellwood is 13.0 acres. Approximately 109.9 acres of land within Ellwood is planned to be designated as neighborhood parkland and open space. A minimum of 11.6 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4

Parks and Open Space

	Required		**Provided**	
Land Use	**% of gross acreage**	**Acreage**	**% of gross acreage**	**Acreage**
Parks and Open Space (POS)	5%	13.0	42%	109.9

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with "passive" recreational opportunities and to maintain a visual barrier between adjacent uses.

Of the 11.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public. Private parks will be owned and maintained by a Municipal Utility District or the Home Owner's Association and will allow general public use. Land which is encumbered by easements, detention areas, lakes, and drainage channel borders shall qualify at a 50% credit if it complies with the following criteria: it includes hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the City; paths must also be connected to recreational areas as part of an open space system; an average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and side slopes for areas used in the credit not to exceed five to one (5:1) ratio, unless otherwise approved by the City.

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 Ellwood moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The City's regional parkland fee shall still apply to all lots within this PUD.

A pool, recreation center, and playground will be constructed with Phase 2. An additional playground will be constructed with Phase 3. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City's planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5 Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

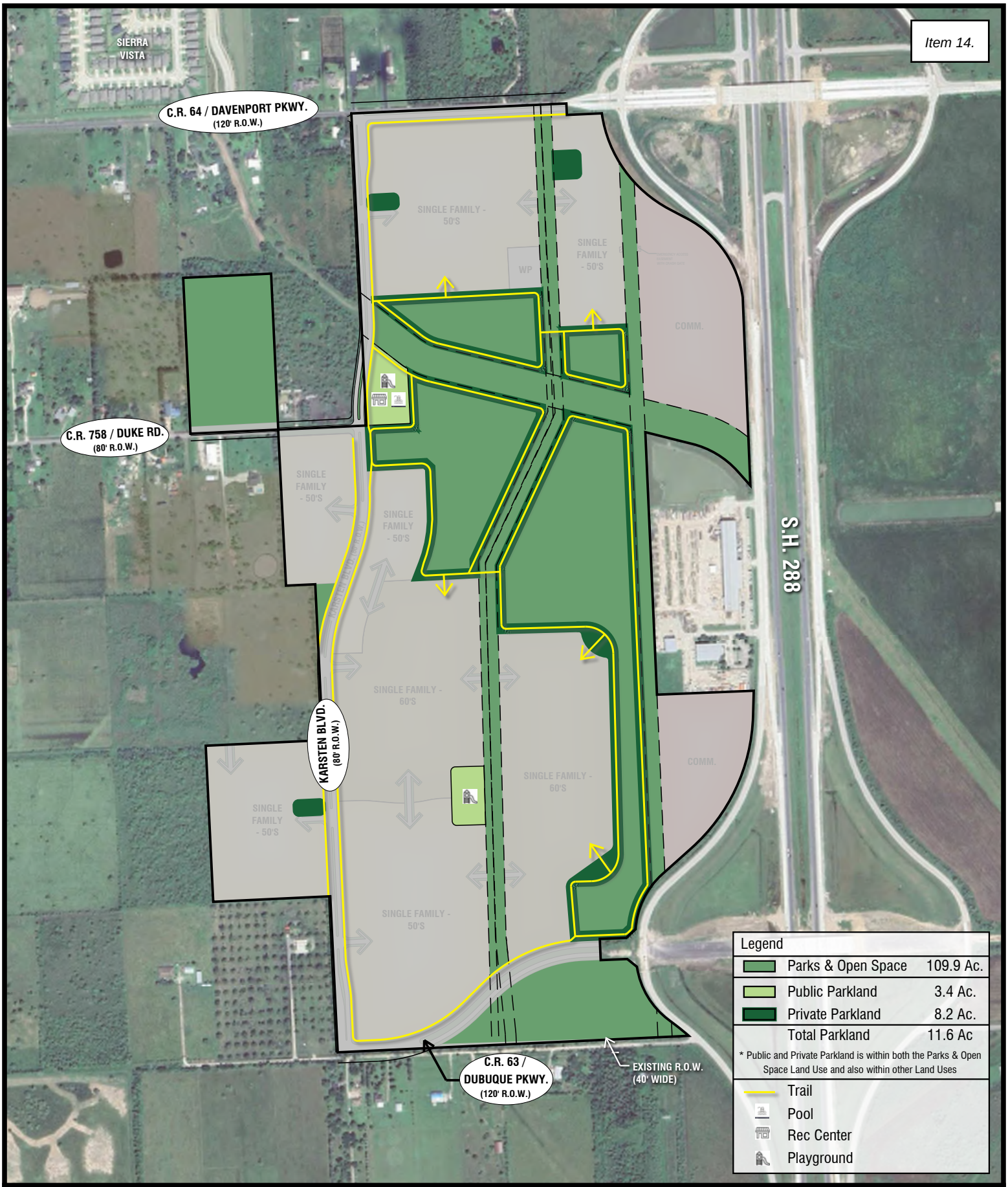
No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

3. Trails

In addition to the required street sidewalks, Ellwood will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Ellwood will be maintained by the Municipal Utility District or Home Owner's Association, except where trails are included in public parkland dedication areas, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Ellwood. 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 Ellwood moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.



Legend		
	Parks & Open Space	109.9 Ac.
	Public Parkland	3.4 Ac.
	Private Parkland	8.2 Ac.
	Total Parkland	11.6 Ac

* Public and Private Parkland is within both the Parks & Open Space Land Use and also within other Land Uses

- Trail
- Pool
- Rec Center
- Playground

Ellwood

Exhibit 10: Parks, Open Space, & Trails Plan

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SCALE: 1"=700'

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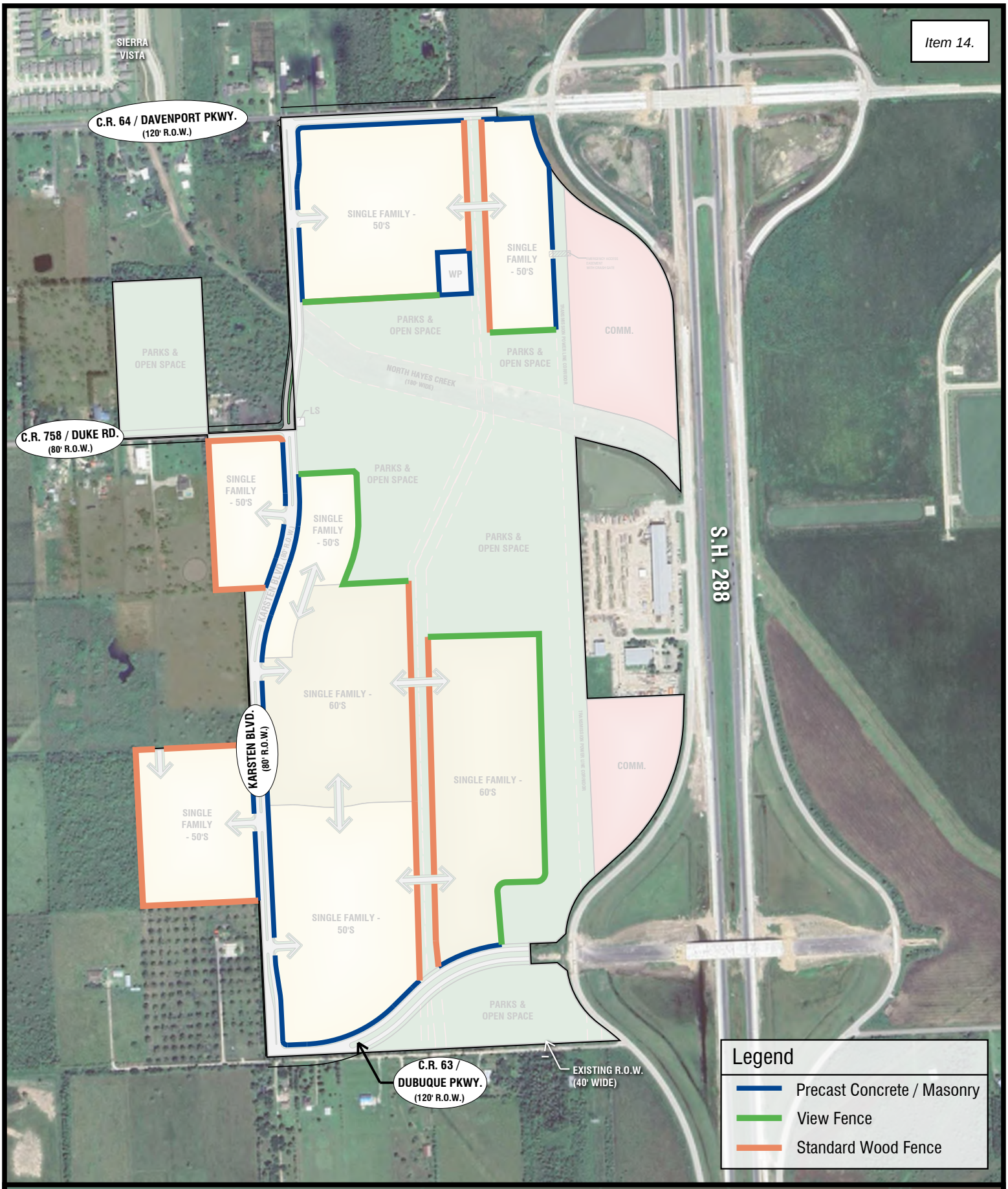

Ellwood

Exhibit 11: Fencing Plan

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SCALE: 1"=700'

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G. Infrastructure

1. Municipal Utility Districts

Ellwood is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. One water plant is anticipated. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Ellwood

3. Wastewater

The wastewater collection and distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. 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 Ellwood in which case wastewater would be treated at that plant.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Ellwood.

4. Storm Drainage & Detention System

The drainage plan and storm sewer system has been designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Ellwood will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems has been designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system has been sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Ellwood is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Ellwood will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision - Based on Fill) to reflect the adjusted flood plain areas that will occur internal to the property as a

result of development. No habitable structures shall be constructed within the floodway.

The Ellwood drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Ellwood

6. Homeowner's Association & Architectural Review Committee

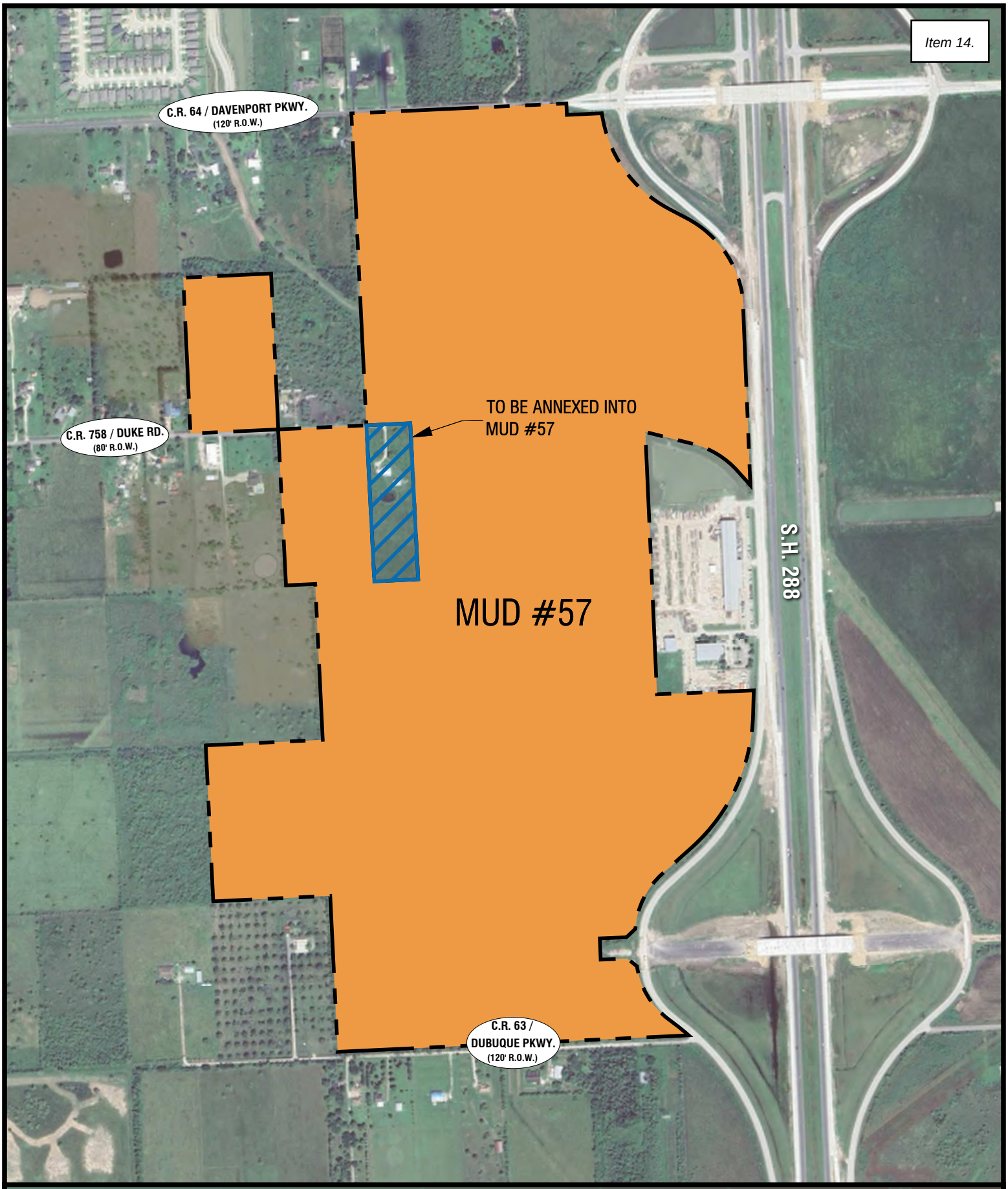
A Homeowner's Association (HOA) has been created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the city for their review and comment prior to being recorded with the county clerk. 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) has been established to ensure conformance to the development standards contained within the PUD and enforce design guidelines which shall be established separately.

Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner' Associations.

H. Project Phasing

The phasing strategy for Ellwood provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Ellwood and indicates the estimated construction timing of each phase. 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 Phasing Plan.



Ellwood

Exhibit 12: MUD Map

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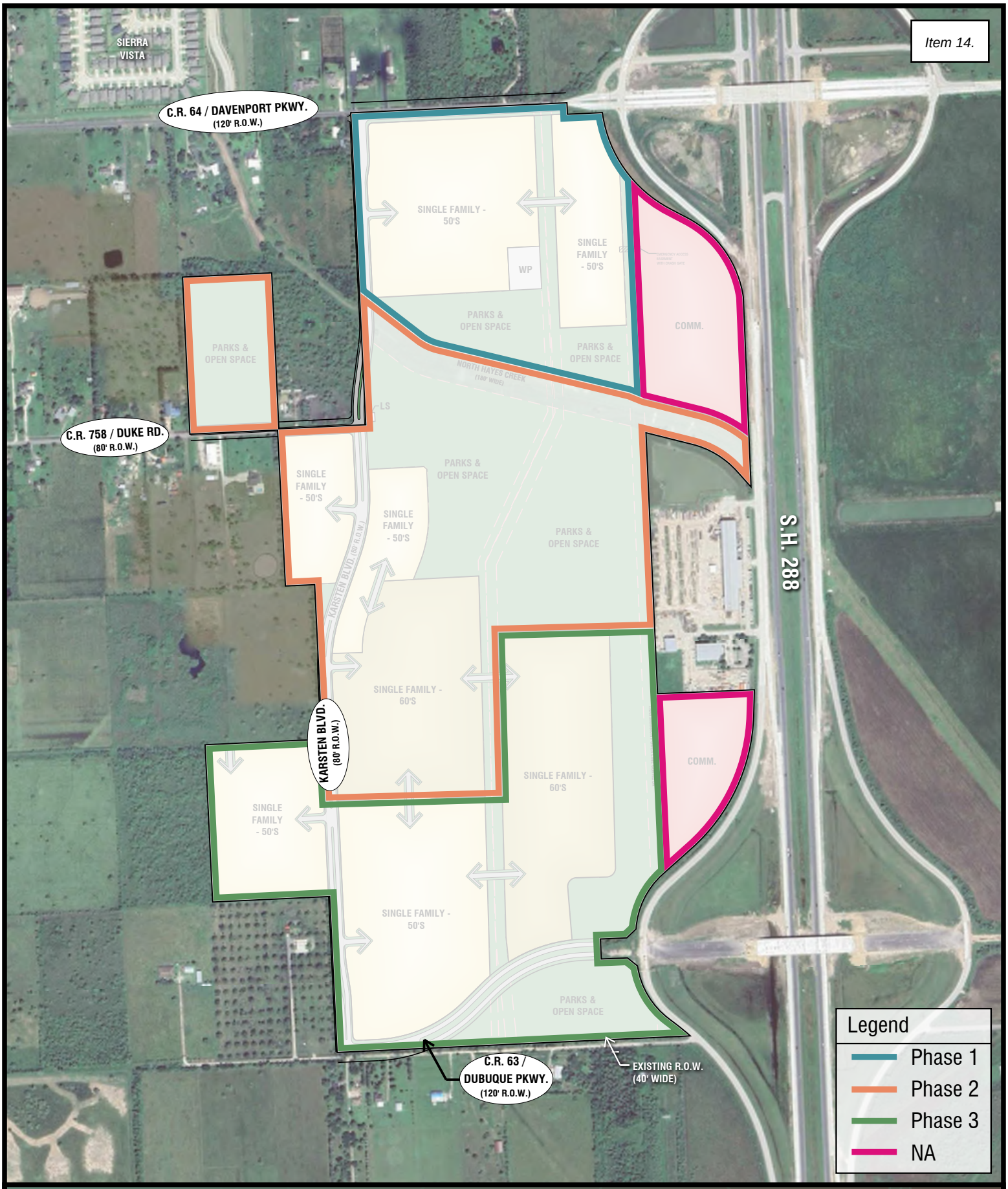

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Exhibit 13: Phasing Plan

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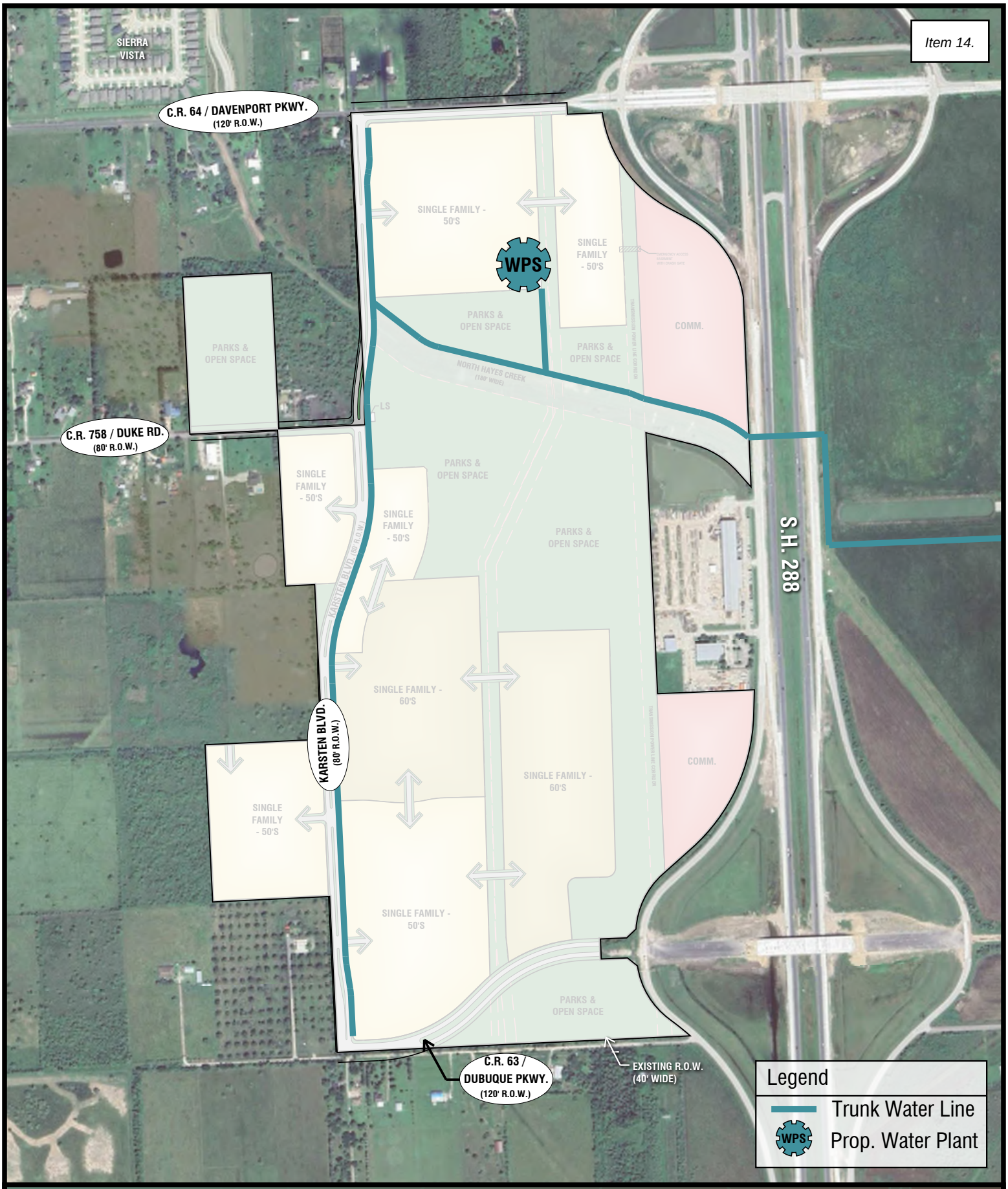

Ellwood

Exhibit 14: Water Supply and Distribution Plan

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Exhibit 15: Sanitary Sewer Collection and Treatment Plan

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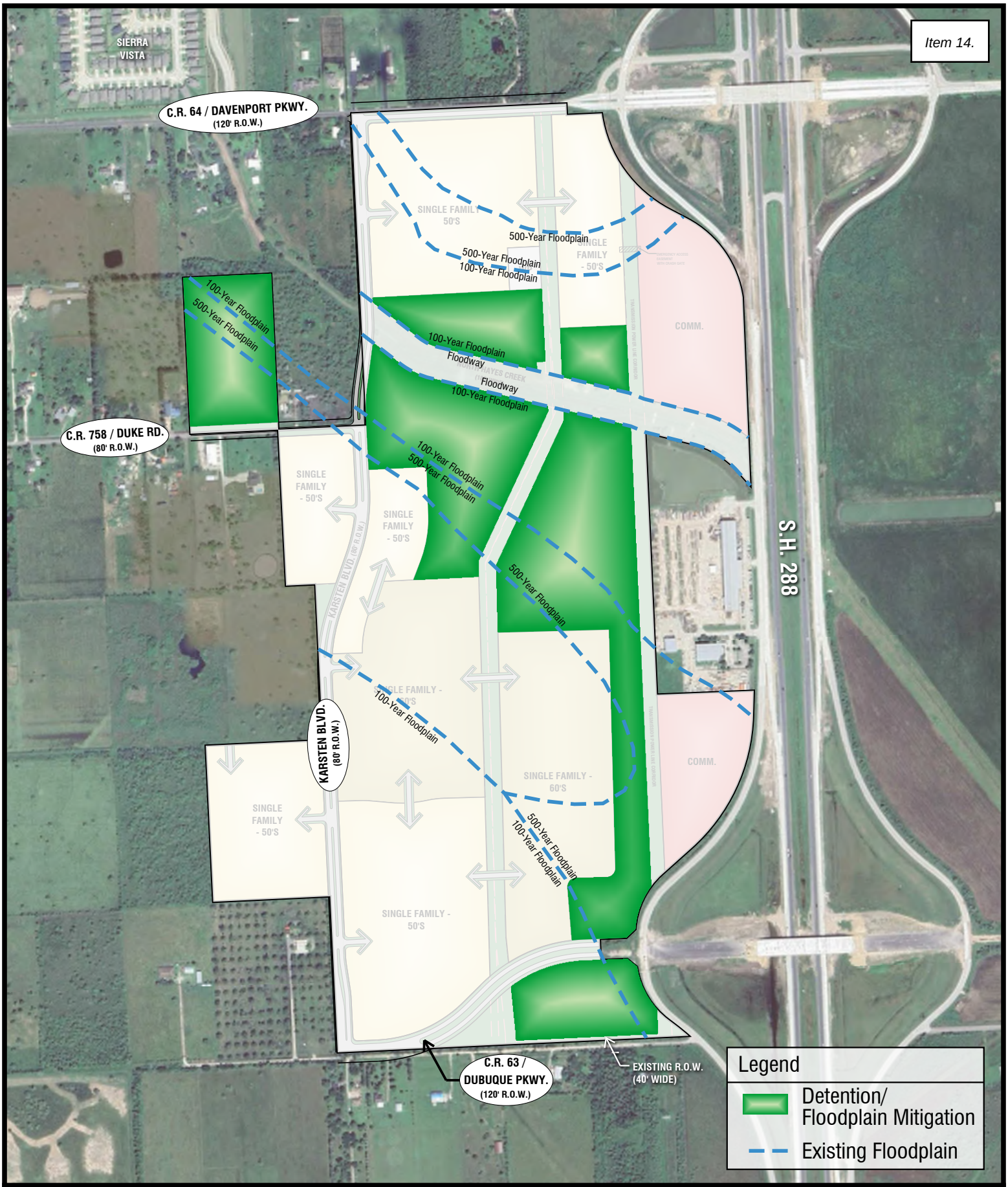

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Exhibit 16: Storm Water Detention and Floodplain Mitigation Plan

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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 accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Ellwood PUD. Appendix A contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

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 PUD, 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 PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

If a proposed use has not specifically been listed as being a permitted use in a particular land use category within the PUD, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this PUD, a lawful use of land exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the PUD.
- 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 PUD.
- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this PUD.

4. Non-Conforming Structures

Where, at the adoption of this PUD, a lawful structure exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- 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 PUD.
- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the PUD.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the PUD.

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership was submitted for approval of the Planning Commission prior to the application for the first preliminary subdivision plat. The General Development Plan illustrated the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for 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.

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa 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.

8. 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.

  d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Covenants, Conditions, and Restrictions

Covenants, Conditions, and Restrictions have been created which address site and building design within Ellwood. The purpose of these guidelines will be to preserve the character of Ellwood by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Ellwood will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Ellwood. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

C. Development Standards

1. Single Family - 60's (SF - 60's)

Purpose: The Single Family - 60's category is intended for the development of detached, single family dwelling units and compatible uses. There will be no private/gated Single Family - 60's sections.

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

Minimum Lot Area: 6,600 square feet

Minimum Lot Width: 60 feet at the lesser of the front or rear building setback line

Minimum Setbacks:

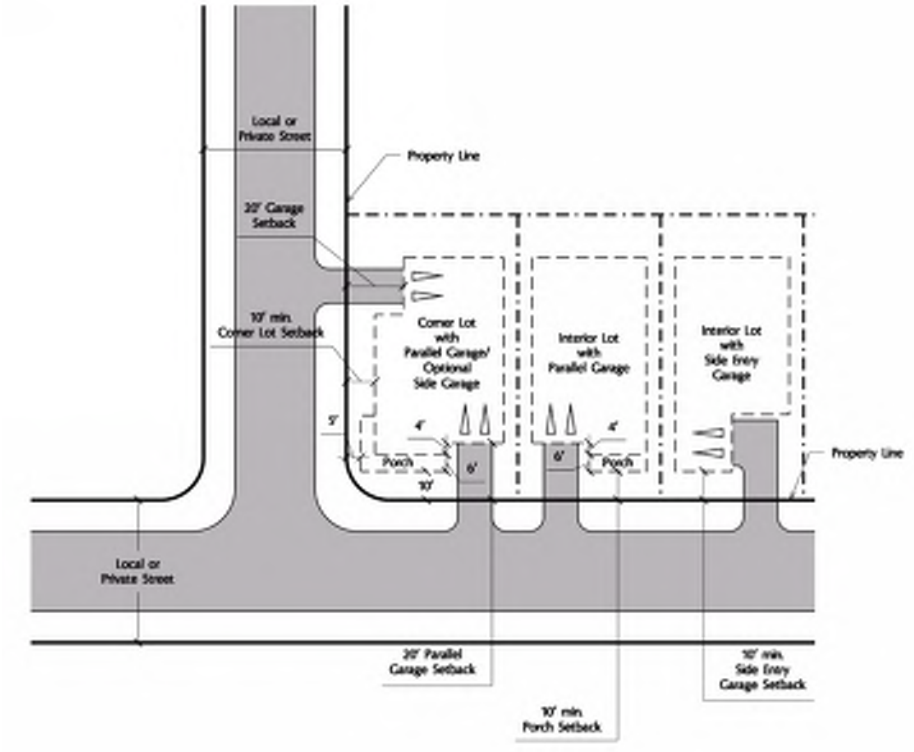
Front:	20 feet
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 below)

**One Story accessory structures may be setback 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.

SINGLE FAMILY - 60's LOT DIAGRAM



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. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

2. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

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
Minimum Lot Area:	6,000 square feet
Minimum Lot Width:	50 feet at the lesser of the front or rear building setback line
Minimum Building Floor Area:	1,400 square feet
Maximum Lot Coverage:	50% of lot (inclusive of attached garage area)

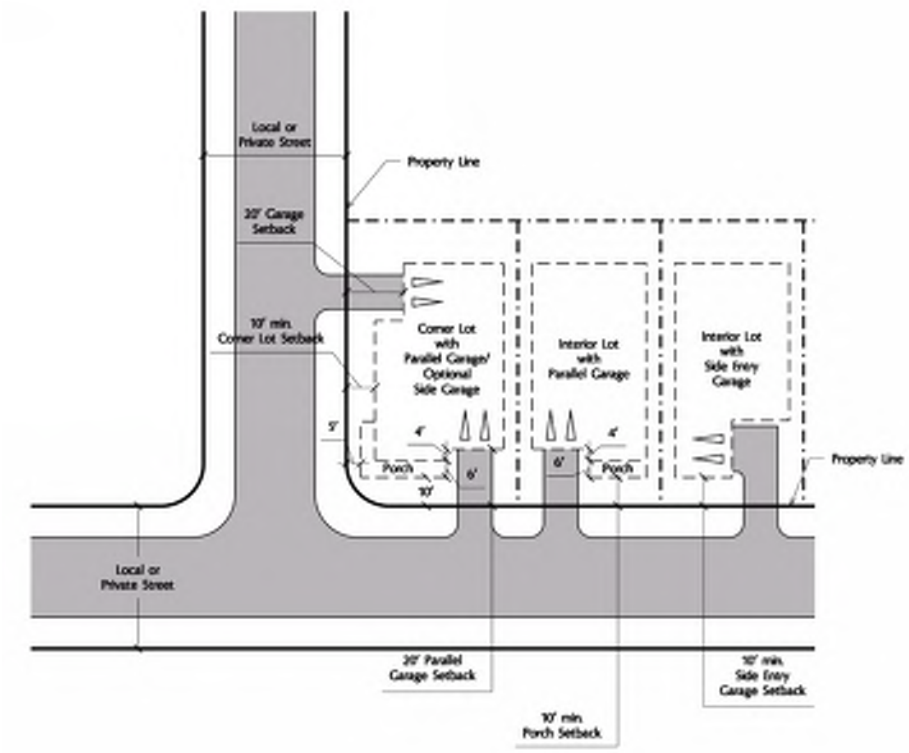
Minimum Setbacks:

Front:	20 feet*
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**
Corner:	10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



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. 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 - 60's homes shall comply with the standards established in Single Family - 60's category.

For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100)

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. 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

Accounting

Advertising agency

Agricultural uses

Animal feed store

Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant, but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Motion picture theater, but not drive-in theater

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statues)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

Taxidermist

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to:	71 feet (for buildings with gross leasable area over 25,000 square feet)
	53 feet (for buildings with gross leasable area under 25,000 square feet)
Rear:	20 feet
Side:	10 feet
Corner:	20 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

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 material unless approved by the Fire Chief.

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.

4. 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
	Open space
	Parks
	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

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 Chief.

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.

5. 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

Drill site

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Public facilities, excluding major utilities

Recreational facilities

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Arterials: 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: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

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.

6. Parking

Parking within Ellwood shall be provided according to the following schedule:

TABLE 6

Parking Requirements

Land Use	Minimum Requirement
Single Family - 60s	2 enclosed spaces per unit
Single Family - 50s	2 enclosed spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

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:

TABLE 7

Shared Parking Table

	Weekdays			**Weekends**	
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%
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;

4) The column with the highest value shall be the parking requirement.

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.

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 three 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.

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street

Childcare 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 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.

Developer – Beazer Homes Texas, LP

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.

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 alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

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.

Homeowner'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) 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 arterial or major collector and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

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, 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, wastewater lift stations, 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.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas may include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Overall project - The approximately 264.44 acres of land that constitutes the entirety of Ellwood.

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.

Professional office- A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The approximately 264.4 cres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

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.

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, 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.

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.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance 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

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Ellwood. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

TABLE 8

Ellwood 288 West Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership 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 alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. 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 shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	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 road that does meet the city's requirements, to the farthermost boundary of the subdivision.	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 developer shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthermost boundary of the subdivision. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer shall not improve Duke Road, but will pay fee in lieu of construction.	From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD 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.	Open space 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.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all residential lots to be located within a PUD shall be 50 feet.	10 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities.	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major 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 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major 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.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance 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 SF - 60's and SF - 50's 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 garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum 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.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions 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 thousand three hundred (6,300) square feet.	The minimum lot width for SF - 50's lots shall be 50 feet with a minimum area of 6,000 square feet.	10 foot reduction in width and 300 square feet reduction in area	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.
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Rally 288 West. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Rally 288 West and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Rally 288 West without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and improve the perimeter streets to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will only be responsible for street improvements within Rally 288 West. This is common practice. From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design 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 areas shall be constructed prior to 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.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures and a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber board or equal.	For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.	For one story primary structures, a twenty percent reduction in overall minimum exterior wall surface required to be brick or masonry veneer, as well as a requirement that all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond be constructed of brick or masonry veneer for one hundred percent of exterior wall surface. An addition of board and batten as an acceptable material for the remaining maximum twenty percent wall surface.	Reducing the overall minimum exterior wall surface required to be brick or masonry veneer and allowing siding accents on gables allows for a greater variety of products. At the same time, walls with high visibility will still meet the requirements and maintain the desired look of the neighborhood. Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.
		For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick and masonry, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.	For two story primary structures, the inclusion of board and batten as an acceptable material for the remaining maximum forty percent wall surface.	Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 50's lots require a minimum building floor area of fourteen hundred (1,400) square feet (not including the attached garage area).	A 1,000 square foot reduction in mimumum building floor area.	A smaller minimum building floor area allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.2.a.i) Rear building setback	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line.	SF - 50's lots require a minimum fifteen (15) feet building setback from rear lot line.	A five (5) foot reduction in minimum building setback from rear lot line for SF - 50's lots.	A smaller minimum building setback line from rear lot line allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.I) Spacing between developments #1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area.	There shall be no minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet.	The minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet is removed.	The perimeter boundary of Rally 288 West is 512 feet from the perimeter boundary of Sierra Vista, which also has single-family residential lots that are less than 6,600 square feet. Removing the minimum distance will allow for more high-quality development conveniently adjacent to State Highway 288. This development will then attract homebuyers and enhance the City's long-term viability.
Unified Development Code Sec. 3.2.1.5 Private Neighborhood Park Land in Lieu of Land Dedication for Neighborhood Parks (a)	A developer responsible for dedication under this Article may elect to meet up to fifty percent (50%) of the requirements of Section 3.2.1.3 by the provision of private neighborhood park land.	Of the 9.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public.	Up to 70%, which is an increase of 20%, of the parkland dedication required may be provided by private neighborhood park land.	To provide connectivity and recreation, much of the parkland will consist of trails around the detention ponds. Brazoria County Municipal Utility District #57 will own and maintain the detention ponds, so it makes sense for the MUD to own and maintain the trails.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation	The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.	Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.	Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.	Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certicicate of Occupancy.

TABLE 9
Ellwood Engineering Design Criteria Manual Variances

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Rally 288 West can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1, or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	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.	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.

E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of the PUD. Appeals to the Designated Official's interpretation shall 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 Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) 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 PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, 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.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards 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 or park sites.

- 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.

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 PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's applicable fee schedule. All fees shall be fair and reasonable.

I. Additional Requirements

The developer 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.

Noncompliance of the PUD will result in withholding of building permits within the boundaries of the PUD.

Regardless of any other provision, no plat or building permit in the premises shall be approved until the City and the drainage district with jurisdiction of the premises have approved the drainage.

Appendix A

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; **ANNEXING PARTS OF MUD 57 AND HIGHWAY 288,** AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, DULY ASSEMBLED:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

2. This annexation is authorized by Subchapter 43, C-3 and Section 43.1056 of the Texas Local Government Code and all other applicable law.

3. The owners of the land annexed by this ordinance are Rally 288 West, LLC, Rally 288 East, LLC, and the Texas Department of Transportation (herein jointly called "Owners"). Rally 288 West, LLC and Rally 288 East, LLC have requested this annexation. The Texas Department of Transportation ("TxDOT") has been deemed by law to consent to this annexation, because the City notified TxDOT of the intent to annex TxDOT's portion of the property herein described at least 61 days before passing the ordinance annexing that property, and TxDOT has not objected in writing to that annexation.

4. This entire ordinance is in the public interest.

5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

7. The City of Iowa Colony hereby adopts and enacts the Municipal Services Agreements attached hereto as Exhibit "B" and incorporated herein in full.

8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

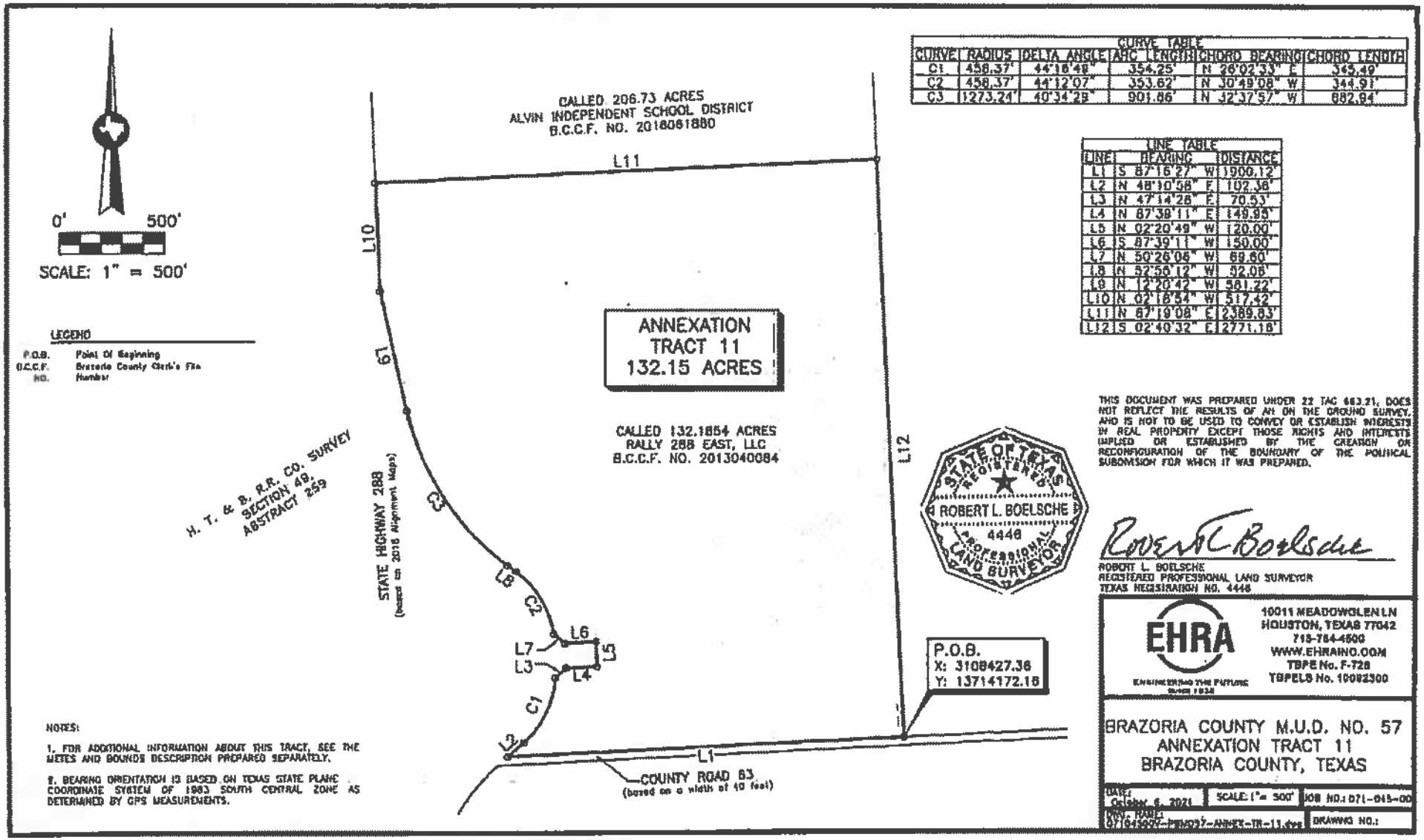
By: _____
MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing Parts of MUD 57 and Highway 288

EXHIBIT "A"
ANNEXED AREA



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	458.37'	44°16'48"	354.25'	N 26°02'33" E	345.49'
C2	458.37'	44°12'07"	353.62'	N 30°49'08" W	344.91'
C3	1273.24'	40°34'29"	901.66'	N 32°37'57" W	882.94'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°16'27" W	1900.12'
L2	N 48°10'58" E	102.38'
L3	N 47°14'28" E	70.53'
L4	N 87°38'11" E	149.95'
L5	N 02°20'49" W	120.00'
L6	S 87°39'11" W	150.00'
L7	N 50°26'06" W	69.60'
L8	N 82°58'12" W	52.06'
L9	N 12°20'42" W	581.22'
L10	N 02°18'54" W	517.42'
L11	N 87°19'08" E	2389.83'
L12	S 02°40'32" E	2771.18'

NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.

2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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.

Robert L Boelsche

ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446

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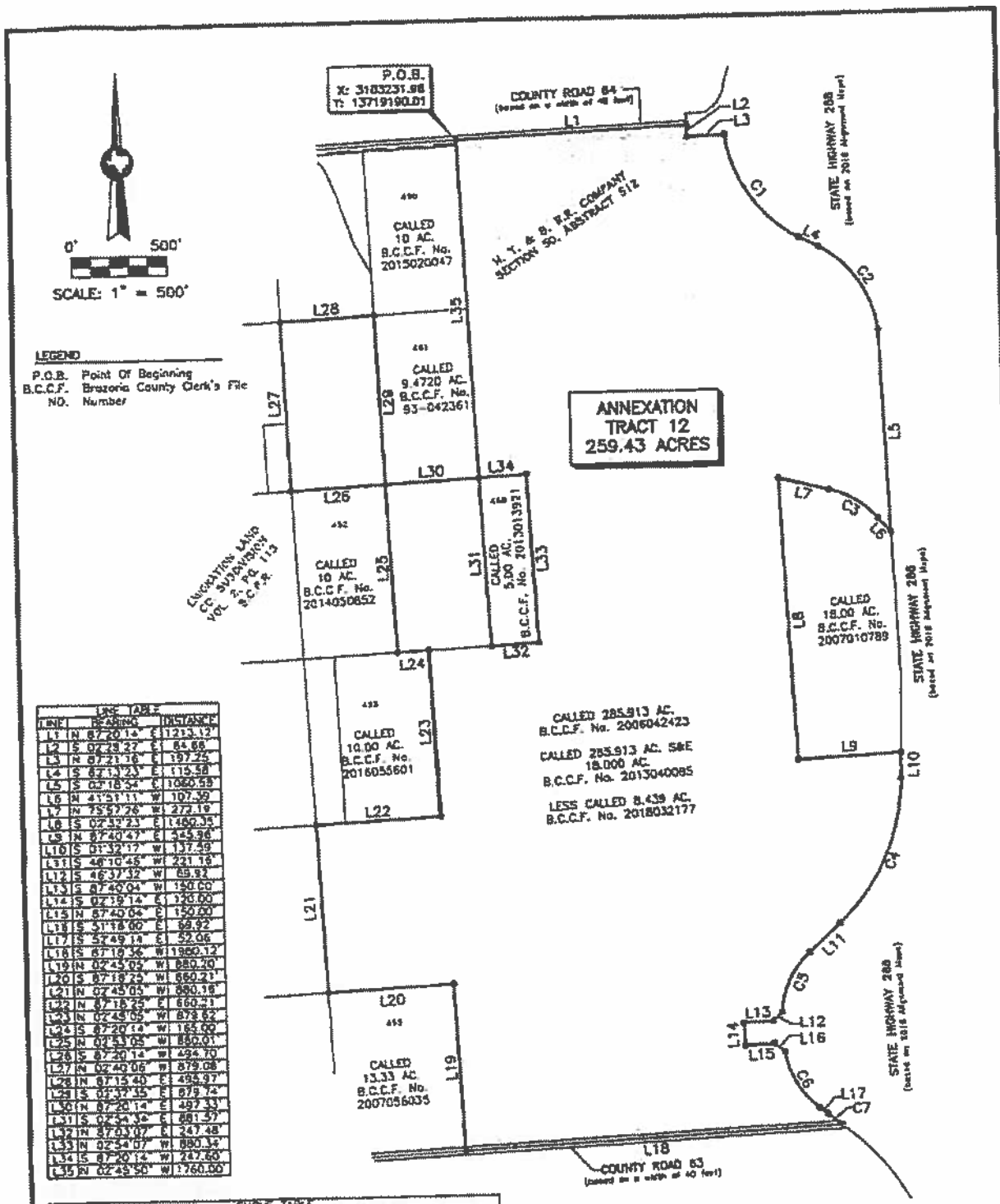
BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 11
BRAZORIA COUNTY, TEXAS

DATE: October 6, 2021 | SCALE: 1" = 500' | JOB NO.: 071-045-00
DWG. FILE: 071045-00-PHASE2-ANNEX-TR-11.dwg | DRAWING NO.:



LEGEND

P.O.B. Point Of Beginning
B.C.C.F. Brazoria County Clerk's File
NO. Number

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°20'14" E	1213.12'
L2	S 02°39'27" E	84.66'
L3	N 87°21'16" E	197.25'
L4	S 67°13'23" E	115.38'
L5	S 02°18'52" E	1060.55'
L6	N 41°51'11" W	107.39'
L7	N 75°57'26" W	272.19'
L8	S 02°33'23" E	1460.35'
L9	N 87°40'47" E	545.96'
L10	S 01°32'17" W	137.49'
L11	S 46°10'48" W	221.18'
L12	S 46°37'32" W	69.92'
L13	S 87°40'04" W	150.00'
L14	S 02°19'14" E	120.00'
L15	N 87°40'04" E	150.00'
L16	S 51°18'00" E	88.92'
L17	S 32°49'14" E	52.06'
L18	S 87°19'36" W	1980.12'
L19	N 02°45'05" W	880.20'
L20	S 87°18'25" W	660.21'
L21	N 02°45'05" W	880.18'
L22	N 87°18'25" E	660.21'
L23	N 02°45'05" W	878.62'
L24	S 87°20'14" W	165.00'
L25	N 01°53'05" W	880.01'
L26	S 87°20'14" W	494.70'
L27	N 02°40'06" W	879.08'
L28	N 87°15'40" E	495.97'
L29	S 01°37'35" E	879.74'
L30	N 87°20'14" E	497.33'
L31	S 02°54'36" E	881.37'
L32	N 87°03'07" E	247.48'
L33	N 02°54'07" W	880.34'
L34	S 87°20'14" W	247.60'
L35	N 02°45'50" W	1760.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	684.57'	S 15°07'31" E	659.38'
C2	596.00'	54°09'25"	563.34'	S 35°08'40" E	542.61'
C3	510.00'	34°08'13"	303.57'	N 58°54'19" W	299.11'
C4	1041.74'	46°38'29"	848.02'	S 24°51'32" W	824.80'
C5	456.37'	44°14'59"	154.00'	S 26°03'17" W	345.27'
C6	456.37'	44°14'59"	154.00'	S 30°41'45" E	345.27'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'

EHRA
ENGINEERING THE FUTURE SINCE 1926
10911 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 12
BRAZORIA COUNTY, TEXAS

DATE: October 6, 2021 | SCALE: 1" = 500' | JOB NO.: 071-045-00
DWG. NAME: 07104500-PROJECT-ANNEX-TR-12.dwg | DRAWING NO.: NONE

NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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.

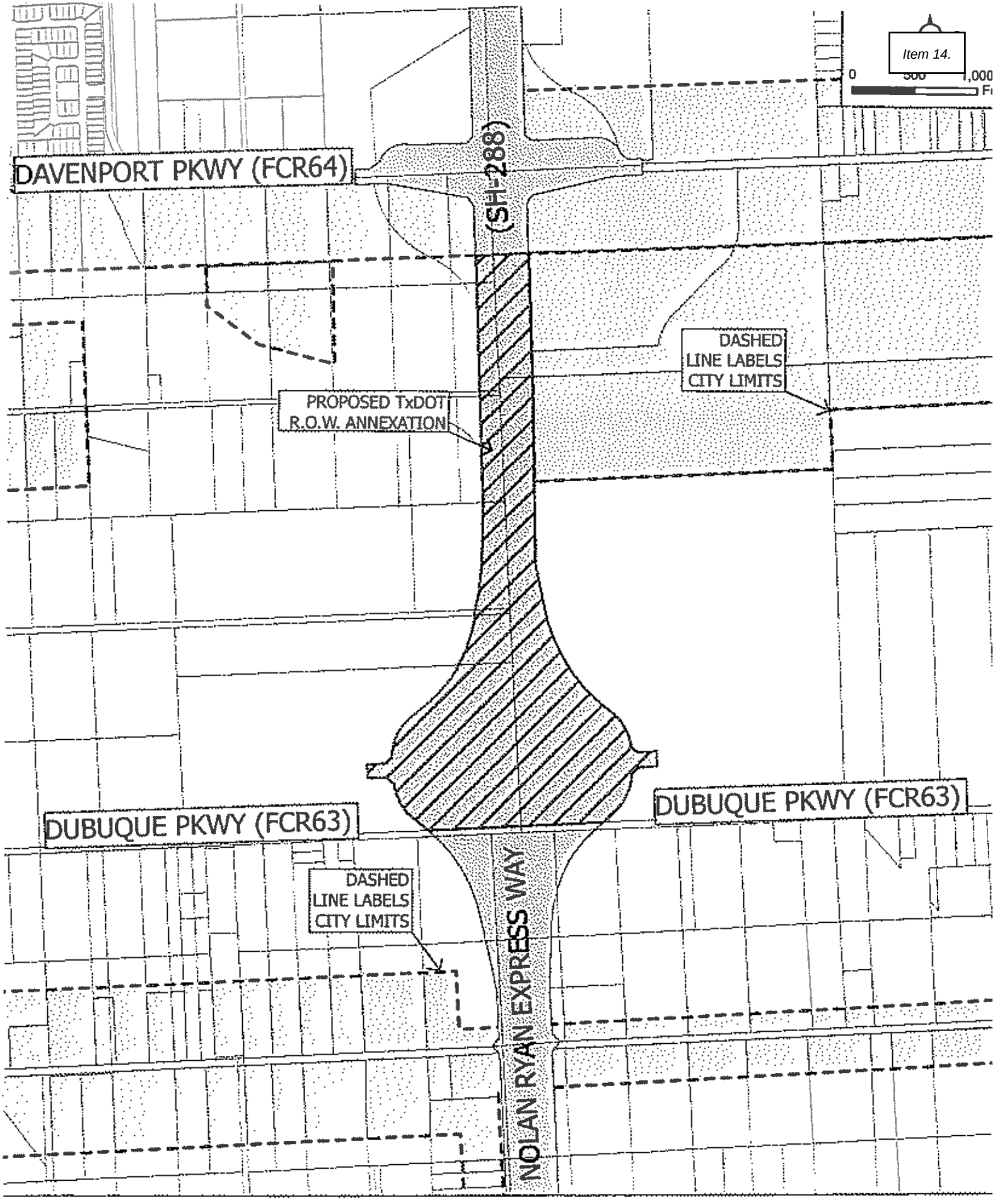
STATE OF TEXAS
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

Robert L. Boelsche

ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446

HIGHWAY 288 ANNEXATION TRACT
December 2021

The entire width of the segment of the right-of-way of State Highway 288 that begins at the north edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.



CITY OF IOWA COLONY, TEXAS

TxDOT R.O.W. ANNEXATION 2021

EXHIBIT "B"
MUNICIPAL SERVICES AGREEMENTS

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 WEST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 West, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 259.43 acres of land ("Property") generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000, and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 WEST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
BEING 259.43 ACRES
SITUATED IN THE
W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

1) **THENCE**, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

2) South 01°29'27" East, for a distance of 64.66 feet to a point for corner;

3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;

4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;

5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;

6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;

7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;

8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;

9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;

10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;

11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;

14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;

15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;

16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;

17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;

18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;

19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;

20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;

21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;

22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;

23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;

24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);

25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;

27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;

28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;

29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;

30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;

31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;

33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;

34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;

35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;

36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;

37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;

38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;

39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;

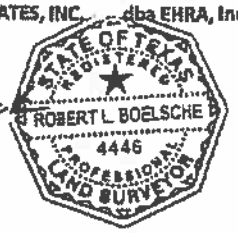
40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;

41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;

42) North 02°45'50" West, for a distance of 1,760.00 feet to the **POINT OF BEGINNING** and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300



Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND RALLY 288 EAST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 EAST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 East, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-2"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
BEING 132.15 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

1) **THENCE**, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;

3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;

4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;

5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;

6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;

7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;

8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;

9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;

10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;

11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;

12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;

13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;

14) **THENCE**, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc

CITY OF IOWA COLONY

12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.

Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: $126.00

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-clare

Appendix B

D E E D

VOL 1199 PAGE 804

ORDINANCE NO. 73-C

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARIES OF IOWA COLONY, TEXAS, AND THE ANNEXATION OF CERTAIN ADJACENT TERRITORY CONSISTING OF LAND BEING A PORTION OF THE W. H. DENNIS SURVEY NO. 52, ABSTRACT 513, a PORTION OF THE H. T. & B. R.R. COMPANY SURVEY NO. 49, ABSTRACT 259, A PORTION OF THE C. M. HAYS SURVEY NO. 4, ABSTRACT 532, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 3, ABSTRACT 328, A PORTION OF THE C. M. HAYS SURVEY NO. 2, ABSTRACT 531, A PORTION OF THE W. H. DENNIS SURVEY NO. 50, ABSTRACT 512, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 1, ABSTRACT 329, AND A PORTION OF OF THE H. T. & B. R. R. COMPANY SURVEY NO. 51, ABSTRACT 288, AND BEING MORE PARTICULARLY DESCRIBED BELOW:

WHEREAS, it would be convenient and desirable for territory now lying adjacent of Iowa Colony, whose inhabitants have signed a petition to that effect, and

WHEREAS, A public hearing has been held in accordance with State Law on the question of annexation of the hereinafter described territory, said hearing having been held more than ten days prior to the initial reading of this Ordinance and not more than twenty days prior to the initial reading of this Ordinance and notice of said hearing having been given by publication in accordance with law:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF

THE CITY OF IOWA COLONY, TEXAS:

That the following described land and territory lying adjacent to and adjoining the City of Iowa Colony, Texas, is hereby added and annexed to the City of Iowa Colony. Said territory hereinafter described shall hereafter be included within the boundaries and City Limits of the City of Iowa Colony, Texas, at the various points contiguous to the area hereinafter described, are hereby altered and amended so as to include the following described area within the Corporate Limits of the City of Iowa Colony, Texas:

BEGINNING At the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST- 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH- 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate center line of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST -660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH -660.0 feet and WEST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet toa ppint for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST -1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

The above doscribed additional territory and area so annexed shall hereafter in all respects be a part of the City of Iowa Colony, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of the citizens of Iowa Colony and shall be bound by the acts, ordinances, resolutions and regulations of the City of Iowa Colony, Texas.

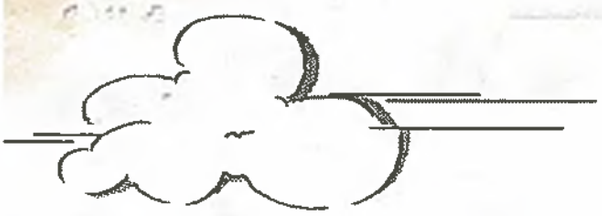
Passed and approved this the 9th day of July, 1973.

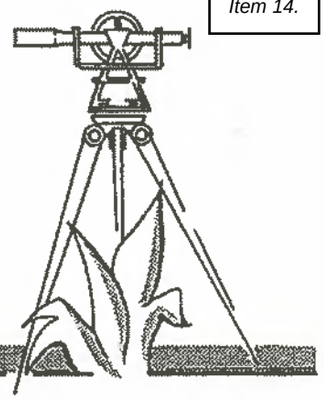
CITY OF IOWA COLONY

By: Maurice S. Bright
Maurice S. Bright, Mayor

ATTEST:

Carolyn E. Bowen
Carolyn E. Bowen, City Secretary





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Being a portion of the W. H. Dennis Survey No. 52, Abstract 513, a portion of the H. T. & B. R.R. Company Survey No. 49, Abstract 259, a portion of the C. M. Hays Survey No. 4, Abstract 532, a portion of the Lavaca Navigation Company Survey No. 3, Abstract 328, a portion of the C. M. Hays Survey No. 2, Abstract 531, a portion of the W. H. Dennis Survey No. 50, Abstract 512, a portion of the Lavaca Navigation Company Survey No. 1, Abstract 329, and a portion of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and being more particularly described as follows:

BEGINNING at the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST - 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

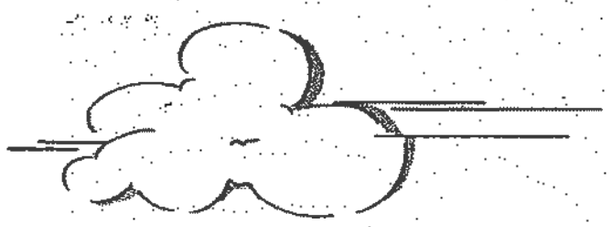
THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

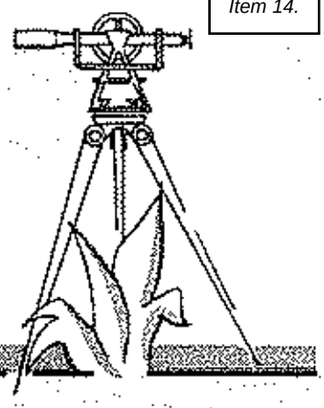
THENCE WEST - 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate centerline of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

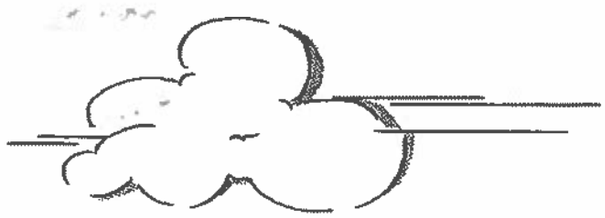
THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

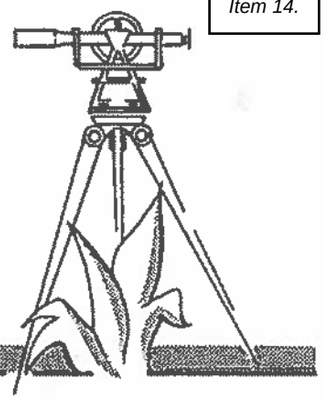
THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

Field notes written November 21, 1973.

BY: D. H. Adams
D. H. Adams, Registered Public Surveyor

Appendix C

Appendix D

Beazer Homes - Houston
13430 Northwest Freeway
Suite 900
Houston, TX 77040
281.560.6000
Beazer.com

City Manager
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, TX 77583

Re: "Rally 288 West" Zoning Amendment Application

To whom it may concern,

Rally 288, LLC hereby authorizes EHRA Engineering to submit, on our behalf, the request to amend the "Rally 288 West," Planned Unit Development.

Best regards,

Greg Coleman, Vice President Land Development
Beazer Homes Texas, LP

City Manager
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, TX 77583

Re: "Rally 288 West" Zoning Amendment Application

To whom it may concern,

We, James and Tracie Yoder, hereby authorize EHRA Engineering to submit an annexation request and add our property to the "Rally 288 West", Planned Unit Development.

Best regards,

James and Tracie Yoder

CenterPoint Energy

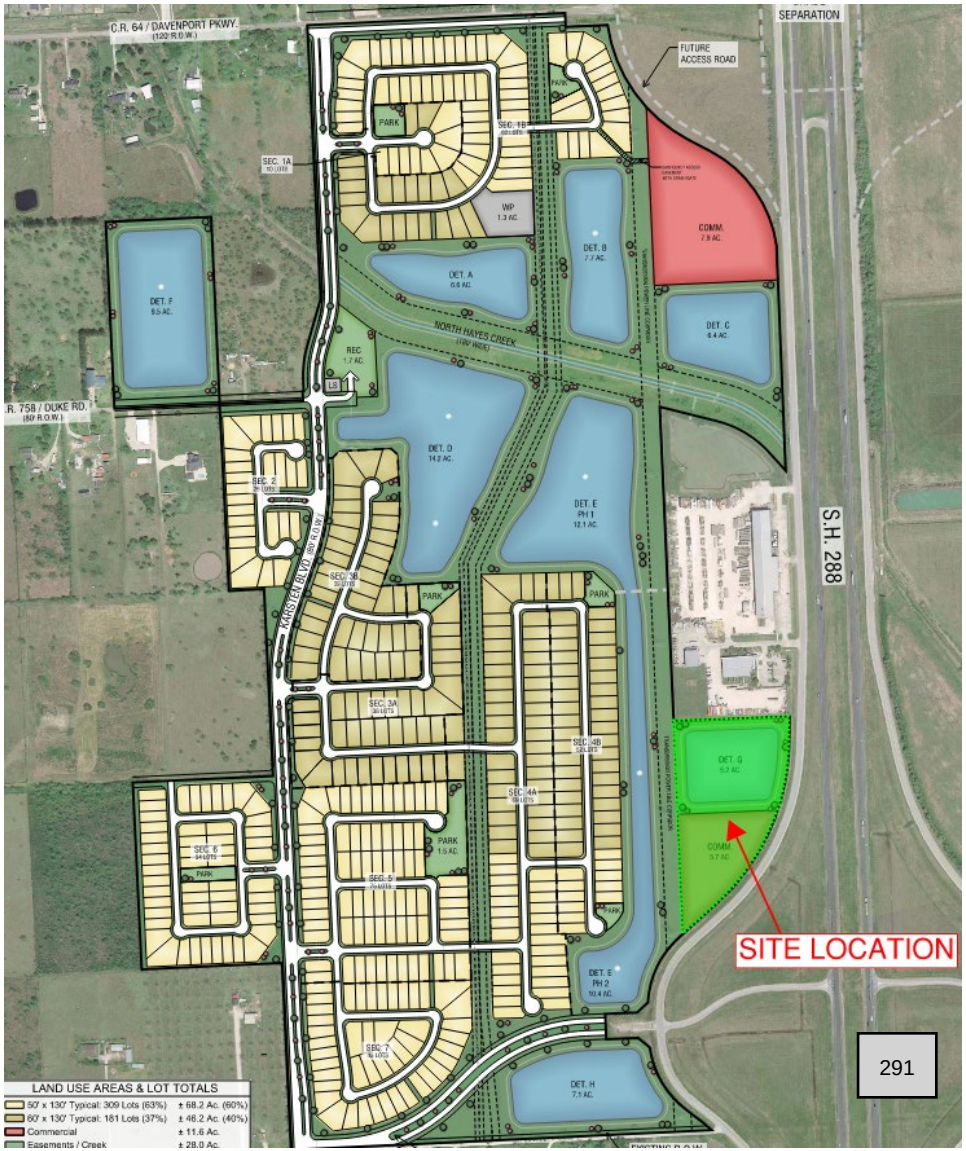
Ellwood PUD Amendment No. 3

December 2, 2025

CITY OF IOWA COLONY

Reason For PUD Amendment

- Allow substation within southern commercial tract
- Substation relocated from north commercial to south commercial tract per Council and Staff direction.
- **No other changes are proposed**



Location Change

- Initial substation location Site A.
- City Staff and City Council recommended CNP to:
  - Shift from north commercial tract (Site A).
  - Pursue the south tract (Site B).

Typical Substation Without Screening
(Tanner Road)

Substation with Decorative Wall

ADICO
CONSULTING ENGINEERS

November 24, 2025

Brad Sweitzer, PLA, AICP
Co-Practice Leader – Planning and Visioning
EHRA Inc.
10011 Meadowglen Lane
Houston, TX 77042

Re: Ellwood Planned Unit Development District - Amendment No. 3
Letter of Recommendation
Adico, LLC Project No. 710-25-002a-03

Dear Mr. Sweitzer:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the request for Amendment No. 3 to the Elwood PUD District, from EHRA on behalf of Centerpoint Energy. The request was received on or about October 9, 2025

Below is a brief overview of the request for Amendment No. 3 to the PUD.

1. To allow substation – including Transmission/Distribution as an approved use within the Commercial District.
2. The substation would only be applied within the Commercial south tract.

Based on our review, staff recommend approval of Amendment No. 3 to allow a substation within the Commercial District as follow:

1. Restrict the substation use to the Commercial south tract, located at NWC of SH 288 and Dubuque Parkway.
2. Provide 8' masonry fencing along the perimeter of the site, consistent with the Ellwood Development.

Should you have any questions, please do not hesitate to call.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Natasha Brooks-Anderson, COIC
File: 710-25-002a-03

Form A

City of Iowa Colony

"Where We Make It Happen"

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

Name/Address Brad Sweitzer / EHRA Engineering
Individual/Company/Corporation

Description of Amendment Proposed To add "substation" to the allowed uses

within the commercial land use category

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: Brad Sweitzer

Form approved: July 20, 2009

October 1, 2025

Dinh V. Ho, P.E., CFM
Principal
ADICO Consulting Engineers
205 E. Edgewood Dr.
Friendswood, TX, 77564

Re: “Ellwood” Zoning Amendment Application

Dinh,

Rally 288 West, LLC hereby authorizes EHRA Engineering to submit on our behalf the request to amend the “Ellwood Planned Unit Development.”

Best regards,

Matt Lawson
Rally 288 West, LLC

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail and or utilities that meets the daily needs of the community.

Permitted uses: Abstract or title company

Accounting

Advertising agency

Agricultural uses

Animal feed store

Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant, but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Motion picture theater, but not drive-in theater

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statues)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

*Substation ~~–~~and related transmission and distribution facilities

~~Taxidermist~~

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

*Substation may only be located in the commercial tract immediately south of the development located at 27002 State Highway 288, Iowa Colony, Texas.

Ellwood Planned Unit Development District Amendment No. 3

The City of Iowa Colony

Prepared for:
Rally 288 West, LLC.
2205 Carillon Point,
Kirkland, Washington 98033

Prepared by:

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 Meadowglen Ln.
Houston, Texas 77042
EHRA.team | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

TABLE OF CONTENTS

I. INTRODUCTION

A. Summary 7

B. Project Location 7

C. Existing Zoning 7

D. Surrounding Land Use 7

E. Existing Site Conditions 8

II. DEVELOPMENT PLAN

A. Purpose & Intent 12

B. Goals & Objectives 12

1. Establish a Strong Community Character & Sense of Place 12

2. Provide Multiple Housing Types 12

3. Ensure Quality Development 13

4. Provide for Orderly Growth 13

C. Preliminary Land Use Plan 13

1. Proposed Uses & Densities 13

D. Benefits to the Iowa Colony 15

E. Transportation 17

1. Existing Access 17

2. Street Hierarchy 17

3. Minimum Right-of-Way Widths & Paving Sections 18

4. Vehicular Circulation Plan 18

5. Karsten Boulevard 18

6. Davenport Parkway, County Road 758, and Dubuque Parkway 19

7. Street Design Criteria 25

8. Traffic Analysis Recommendations 28

9. Street Sidewalks 30

F. Parks, Open Space & Trails 29

1. Parks & Open Space 29

2. Compensating Open Space 31

3. Trails 32

G. Infrastructure 35

1. Municipal Utility Districts 35

2. Water 35

3. Wastewater 35

4. Storm Drainage & Detention System 36

5. Flood Plain Management 36

6. Home Owner's Association & Architectural Review Committee 37

H. Project Phasing 37

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent 43

B. General Provisions 43

1. Applicability 43

2. Additional Uses 43

3. Non-Conforming Land Uses 44

4. Non-Conforming Structures 44

5. Existing Utilities 44

6. General Development Plan 45

7. Grading 45

8. Temporary Uses 45

9. Covenants, Conditions, and Restrictions 46

10. Lighting 46

11. Site Development Standards 47

C. Development Standards 48

1. Single Family - 60's 48

2. Single Family - 50's 50

3. Commercial 53

4. Institutional 58

5. Parks & Open Space 59

6. Parking 61

D. Definitions 62

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose 69

B. Changes to Zoning Ordinance 69

C. Variances to the Subdivision Ordinance 69

D. Variances from the Design Manual 69

E. Interpretation 77

F. Administrative Approval 77

G. Substantial Change 78

H. Fees 78

I. Additional Requirements 78

EXHIBITS

Exhibit 1	Vicinity Map	9
Exhibit 2	Ownership Map	10
Exhibit 3	Jurisdictional Map	11
Exhibit 4	Preliminary Land Use Plan	16
Exhibit 5	Circulation Plan	20
Exhibit 6	Major Arterial	21
Exhibit 7	Karsten Blvd. Intersection with Major Arterials	22
Exhibit 8	Major Collector	23
Exhibit 9	50'- Local	24
Exhibit 10	Parks, Open Space, & Trails Plan	33
Exhibit 11	Fencing Plan	34
Exhibit 12	MUD Map	38
Exhibit 13	Phasing Plan	39
Exhibit 14	Water Supply and Distribution Plan	40
Exhibit 15	Sanitary Sewer Collection and Treatment Plan	41
Exhibit 16	Storm Water Detention and Floodplain Mitigation Plan	42

TABLES

Table 1	Land Use	14
Table 2	Minimum Right-of-Way Width & Paving Section	18
Table 3	Sidewalk Requirements	29
Table 4	Parks and Open Space	30
Table 5	Compensating Open Space	32
Table 6	Parking Requirements	61
Table 7	Shared Parking	62
Table 8	Subdivision Ordinance Variances	70
Table 9	Design Manual Variances	76

APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

Appendix B - City of Iowa Colony Ordinance 73 – C

Appendix C – 5 Acre Tract Annexation Ordinance

Appendix D – Ellwood PUD Amendment No. 1 Ordinance

Appendix E – Ellwood PUD Amendment No. 2 Ordinance

I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for “Ellwood”. Ellwood is comprised of 264.4 acres of privately owned land to be developed for single family and commercial uses.

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 Amendment:

The purpose of this PUD amendment is to add “substation” to the allowed uses within the commercial land use category.

C. Project Location

The Project is located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

D. Existing Zoning

264.4 acres of the property is zoned under Planned Unit Development (PUD). See Appendices the relevant annexation ordinances.

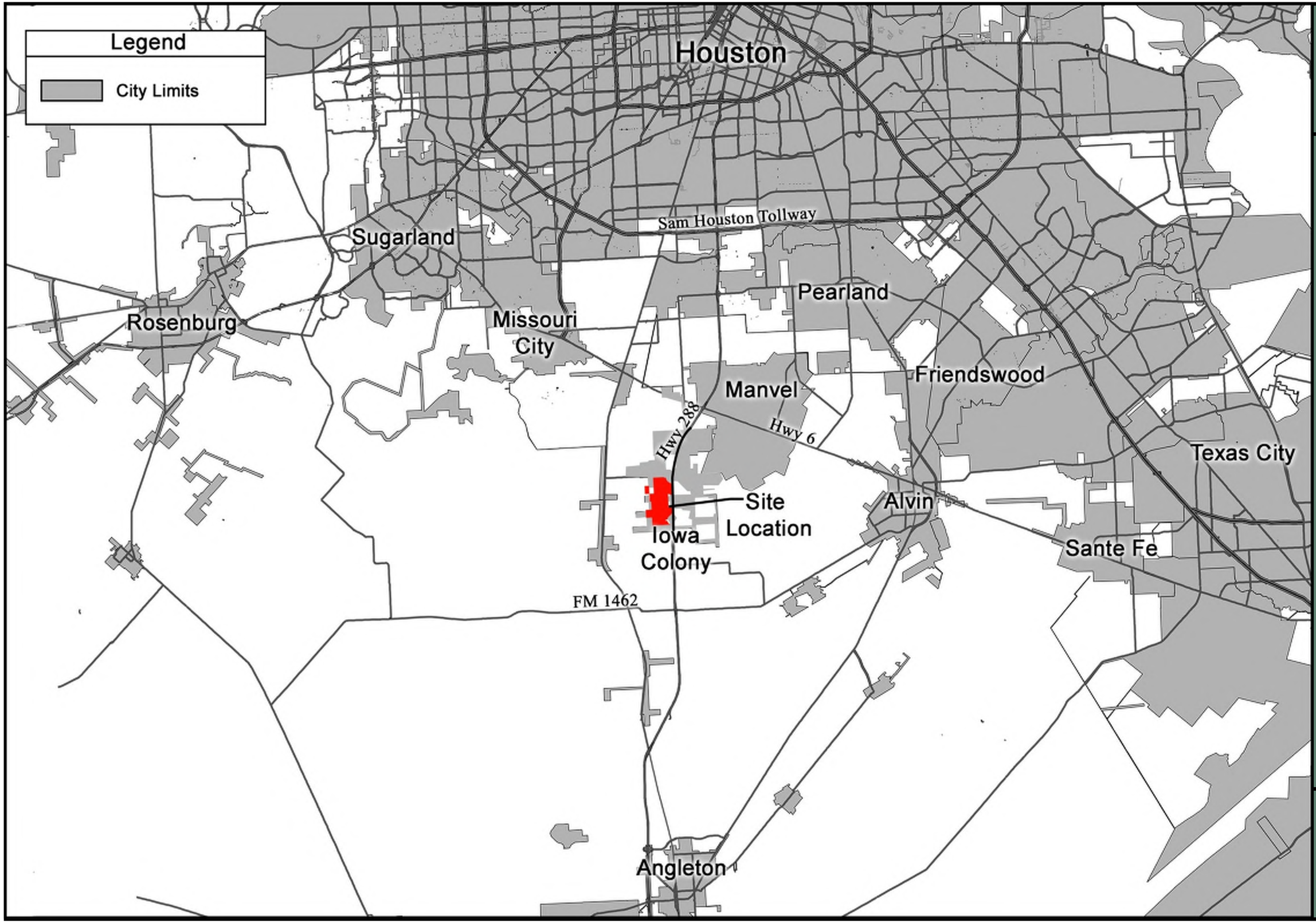
E. Surrounding Land Use

Most properties surrounding the Project are undeveloped, with some existing industrial uses located adjacent to State Highway 288. To the west and south of the Project are pockets of large lot single family development. To the northwest are large master planned communities (Sterling Lakes and Sierra Vista). The southeastern corner of Sierra Vista is 600 feet from the northwestern corner of Ellwood and contains single-family residential lots that are less than 6,600 square feet.

F. Existing Site Conditions

The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The areas adjacent to the creek are heavily vegetated, while the remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there is a pipeline corridor and a transmission power line corridor that cross the property from north to south. There a currently multiple sections of development being built, along with parks and a water plant to serve the community.

In 1914, the Emigration Land Company platted hundreds of acres in what is now Iowa Colony, per Volume 2, Page 113 of the Brazoria County Plat Records. Two of the 40' rights-of-way dedicated in this plat run east to west across the site, but these were never improved. These rights-of-way will be abandoned when platting for this project is completed.



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Ellwood

Exhibit 1: Vicinity Map

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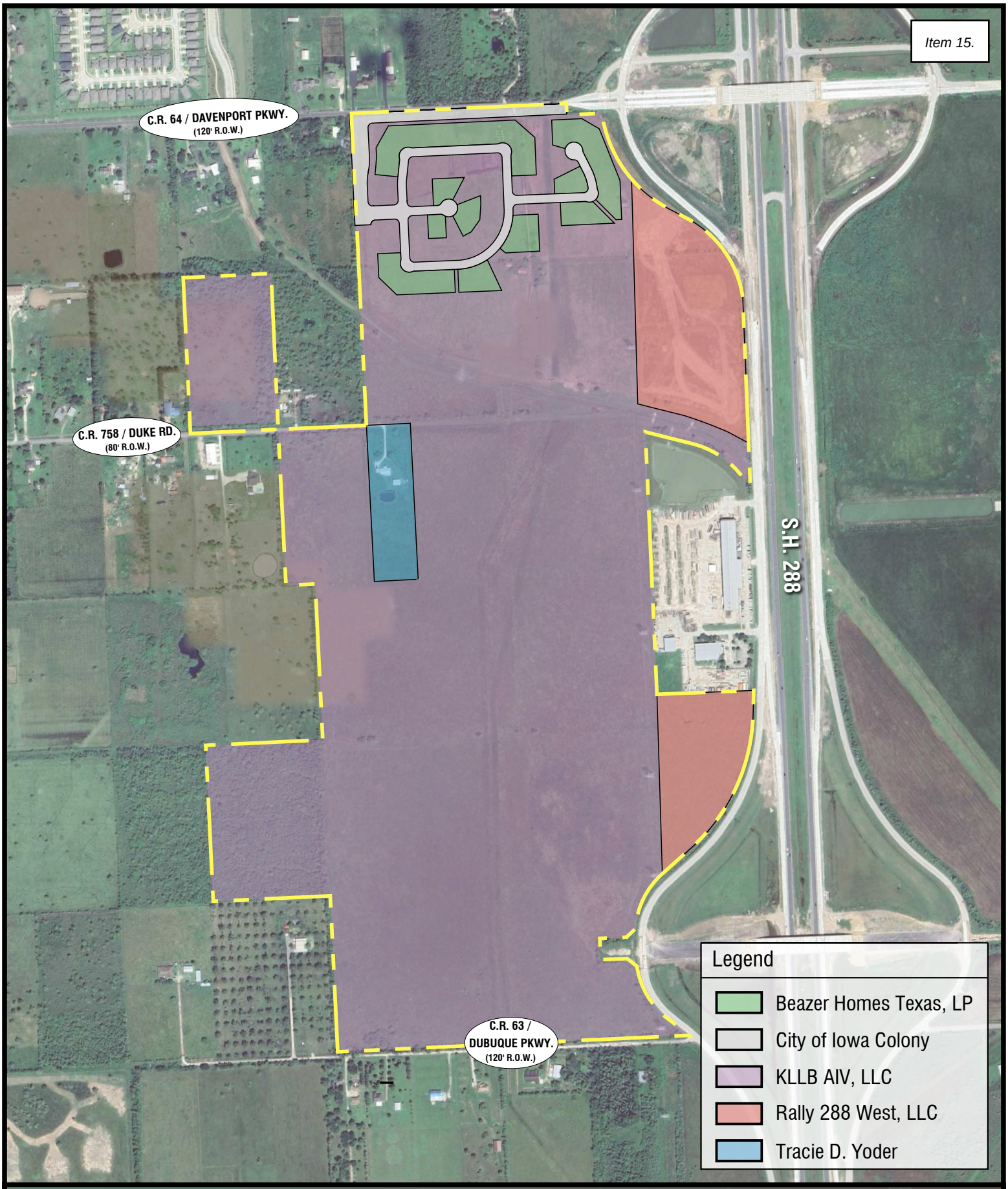

Ellwood

Exhibit 2: Ownership Map

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SCALE: 1"=700'

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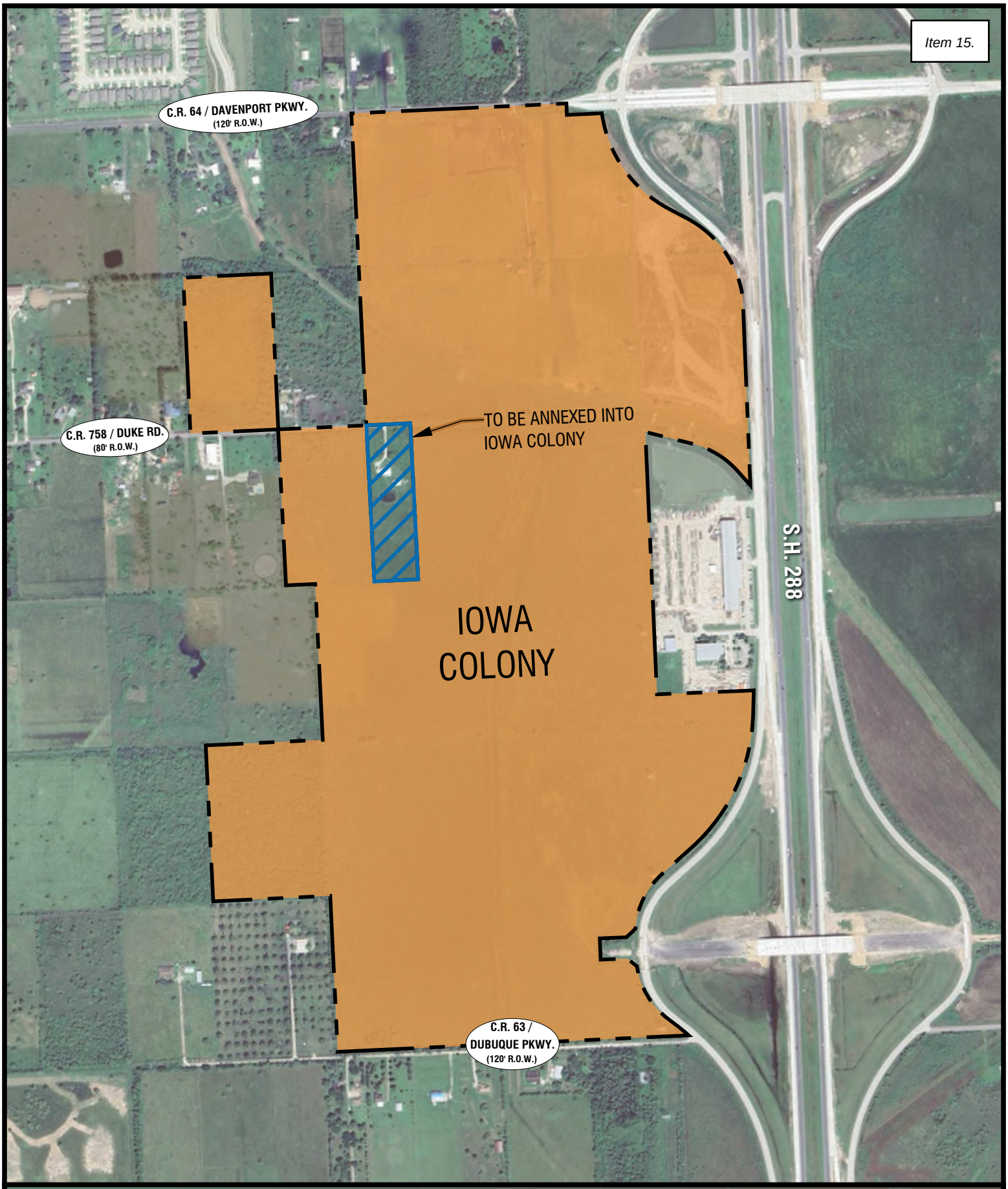

Ellwood

Exhibit 3: Jurisdictional Map

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II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Ellwood by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Ellwood Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

A trail system is proposed that will create a strong community character by providing neighborhood connectivity. It will also enhance sense of place by showcasing natural features, such as North Hayes Creek, and amenitizing the pipeline corridor and detention ponds.

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 Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Ellwood 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. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City once prepared.

4. Provide for Orderly Growth

Ellwood 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 incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Ellwood will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Rally 288 West consist of Single Family - 60's (SF - 60's), Single Family - 50's (SF - 50's), Commercial (C), Institutional (I) and Parks & Open Space (POS). The following is a brief description of these proposed uses.

Single Family - 60's – The Single Family - 60's category (SF - 60's) is intended for the development of detached, single family dwelling units. Lot sizes within the SF - 60's category are intended to be 60-foot wide lots or larger (as measured at the lesser of the front or rear setback) with a minimum lot area of 6,600 square feet.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a minimum lot width of 50 feet (as measured at the lesser of the front or rear

setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area). All SF - 50's homes must provide a minimum of 300 square feet of permeable land surface.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development, and utilities along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

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.

TABLE 1

Land Use

Land Use	Gross Acres	%
Single Family - 60's (SF - 60's)	46.4	17.5%
Single Family - 50's (SF - 50's)	68.1	25.8 %
Commercial (C)	23.2	8.9%
Institutional (I)	1.5	0.5%
Rights-of-Way (Arterials & Collectors)	15.3	5.7%
Parks & Open Space (P-OS)	109.9	41.6%
Totals	264.4	**100%**

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent

without further approval of the Planning and Zoning Commission or City Council. This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 60's and Single Family - 50's areas, no more than sixty (60) percent of that total may be Single Family - 50's. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The density of lots shall not exceed 2.0 units per gross acre. At a gross acreage of 264.4, this would result in a maximum of 528 allowed units.

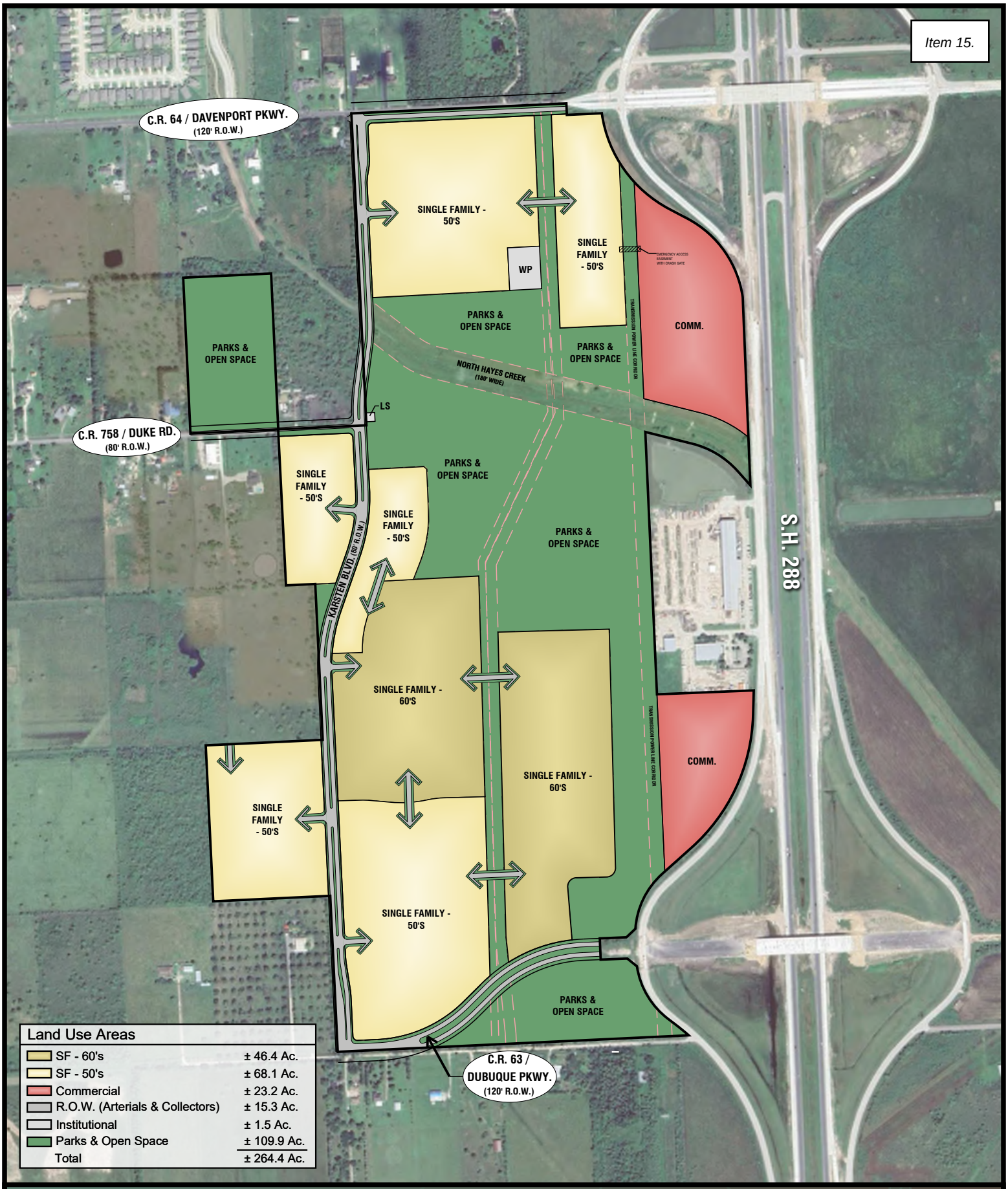
D. **Benefits to the City of Iowa Colony**

Ellwood 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, in general, provide tremendous benefits for cities over traditional "piece-meal" development. Historically, property values in master planned communities are 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. Master planned communities bring stability and predictability that facilitate a city's long-range planning and financial objectives.

The rural character of the area will be preserved by protecting the North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Ellwood will establish a cohesive community of people that blends with and preserves Iowa Colony's small town values.

Furthermore, allowing for the development of a substation will benefit the City of Iowa Colony and the surrounding community in several ways. Some of these benefits include improving reliability, efficiency, and helping to support the increasing demand for electric service due to current and future growth within the area.



Land Use Areas	
SF - 60's	± 46.4 Ac.
SF - 50's	± 68.1 Ac.
Commercial	± 23.2 Ac.
R.O.W. (Arterials & Collectors)	± 15.3 Ac.
Institutional	± 1.5 Ac.
Parks & Open Space	± 109.9 Ac.
Total	± 264.4 Ac.

Ellwood

Exhibit 4: Preliminary Land Use Plan

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E. Transportation

Ellwood will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Ellwood currently has access to State Highway 288 to the east, C.R. 758 (to be renamed at a later date) to the west, and Davenport Parkway to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Karsten Boulevard is proposed to extend through the property in a north-south fashion to connect Davenport Parkway, C.R. 758, and Dubuque Parkway.

2. Street Hierarchy

The street system in Ellwood will consist of a hierarchy of streets ranging from major arterials to local streets. 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 arterials 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 Ellwood:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major arterials and other collector streets and are identified as Major Collector Streets on the City's Thoroughfare Plan.

Local Streets – Local streets are designed to provide access to residential lots.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within Ellwood shall conform to the following standards:

TABLE 2

Minimum Right-of-Way Width & Paving Sections

	Minimum Right-of-Way Width	**Standard Paving Section** (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections[1]
Major Collector	80 feet	Two (2) 25 foot divided sections[1]
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Ellwood. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Karsten Boulevard

Karsten Boulevard is proposed to extend through Ellwood, running north to south on the western side of the Project, connecting Davenport Parkway with Dubuque Parkway. It will be the sole major collector within Ellwood. Esplanade openings will be strategically placed along Karsten, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via notes on the preliminary plat and must be approved by the City's Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City's Designated Official.

Extending Karsten Boulevard through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway, County Road 758, and Dubuque Parkway, thereby creating an alternate route if an accident occurs on S.H. 288.

6. Davenport Parkway, County Road 758, and Dubuque Parkway

Davenport Parkway (designated as a major arterial on the City's major thoroughfare plan) runs along the northern boundary of the Project. Davenport Parkway will connect to an S.H. 288 access ramp and overpass once completed in the coming years.

County Road 758 is designated as a major collector on the City's major thoroughfare plan and runs west of the Project. It will terminate at its intersection with future Karsten Boulevard. Where this road is bisected by the project boundary, the developer shall pay fee in lieu of construction since construction of a half road in these areas is not feasible.

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway, although it is planned for construction later than the Davenport Parkway access ramp and overpass.

The necessary right-of-way will be dedicated for all of these roads, and the roads will be constructed where the proposed alignments are located wholly within the Project boundary. Where the road alignments are bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).

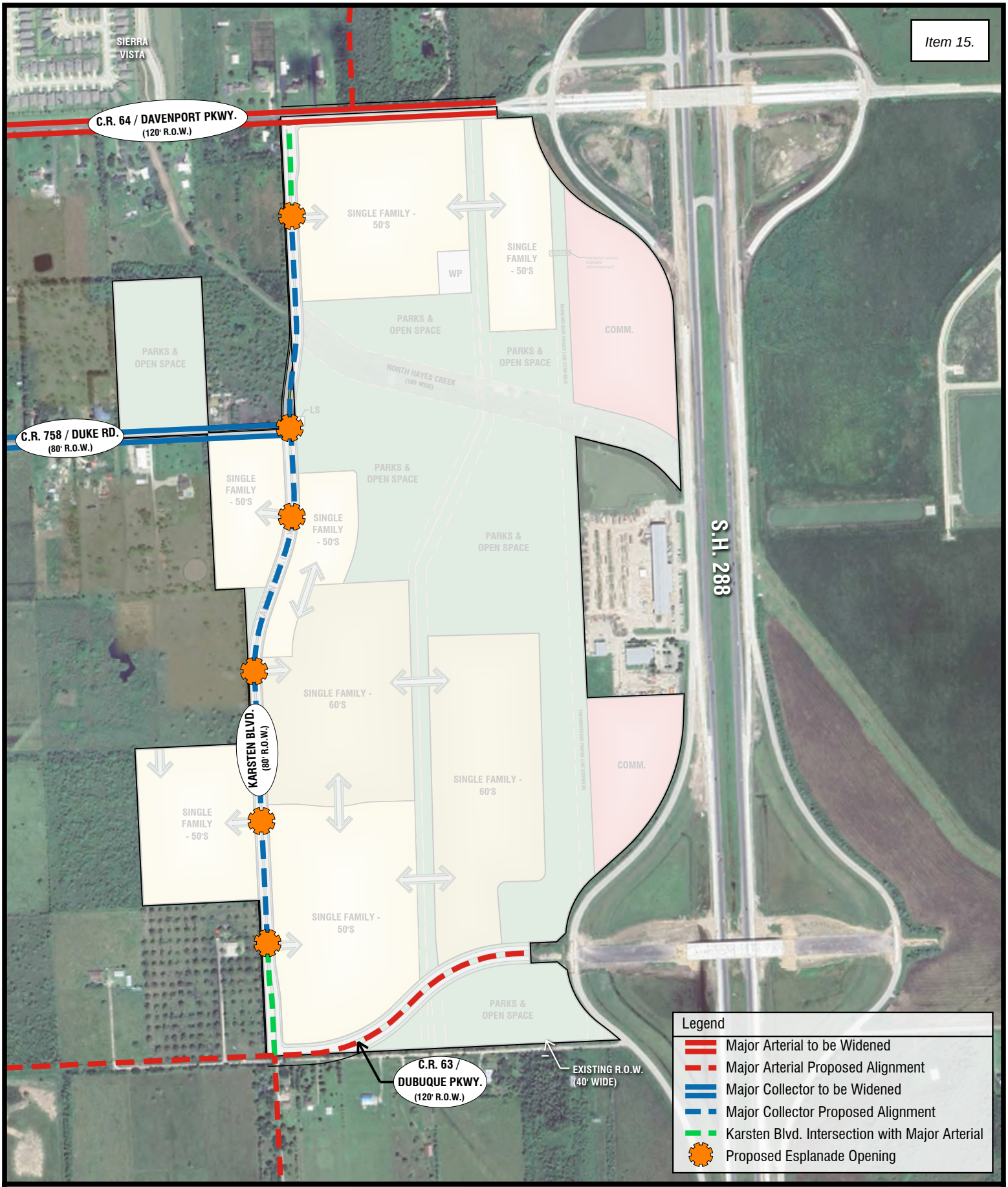

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Exhibit 5: Circulation Plan

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SCALE: 1"=700'

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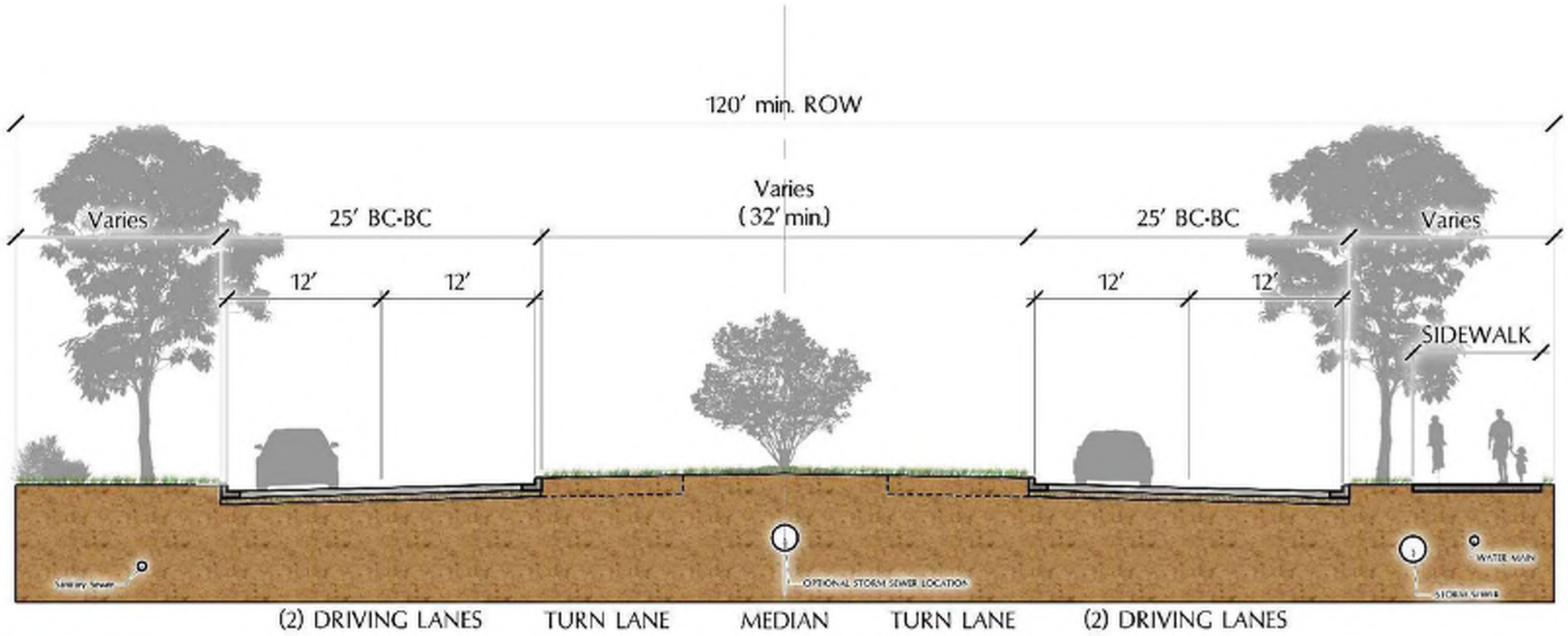

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.

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Exhibit 6: Street Section - Major Arterial

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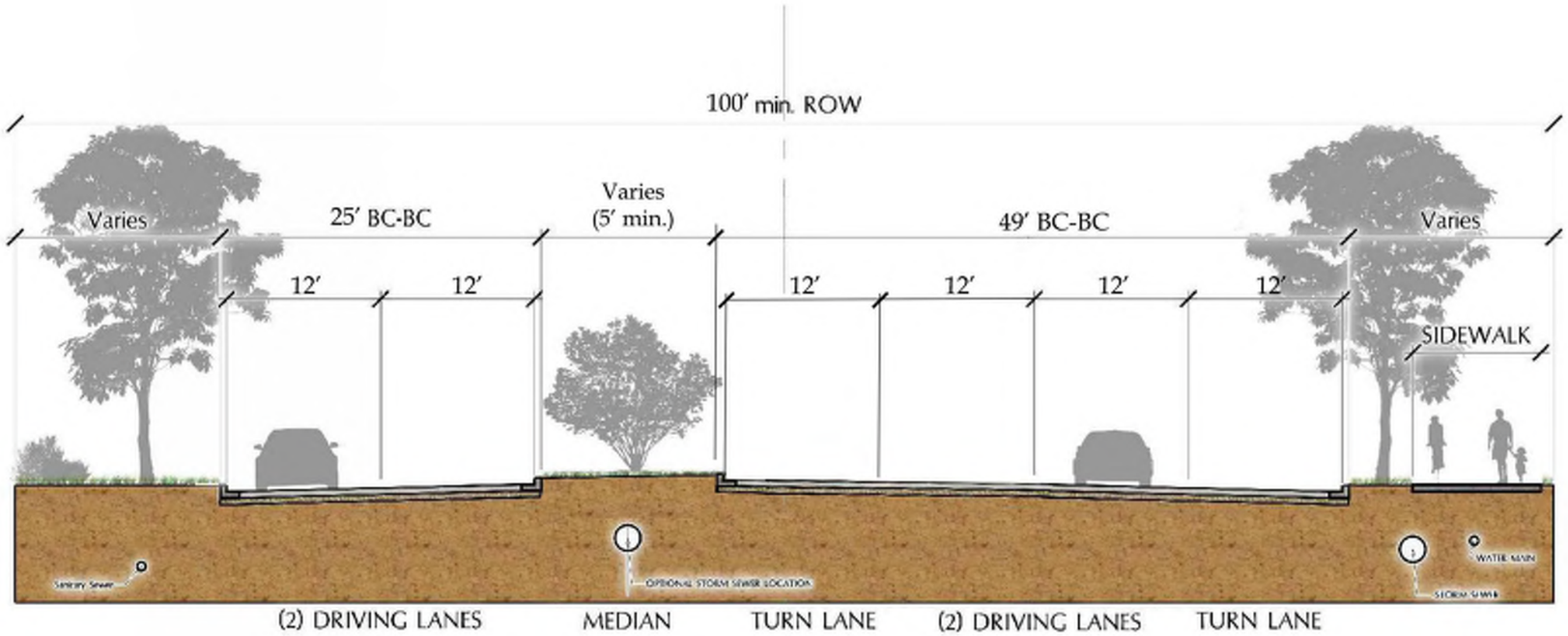

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the east side of Karsten Boulevard.

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Exhibit 7: Karsten Blvd. Intersection with Major Arterials

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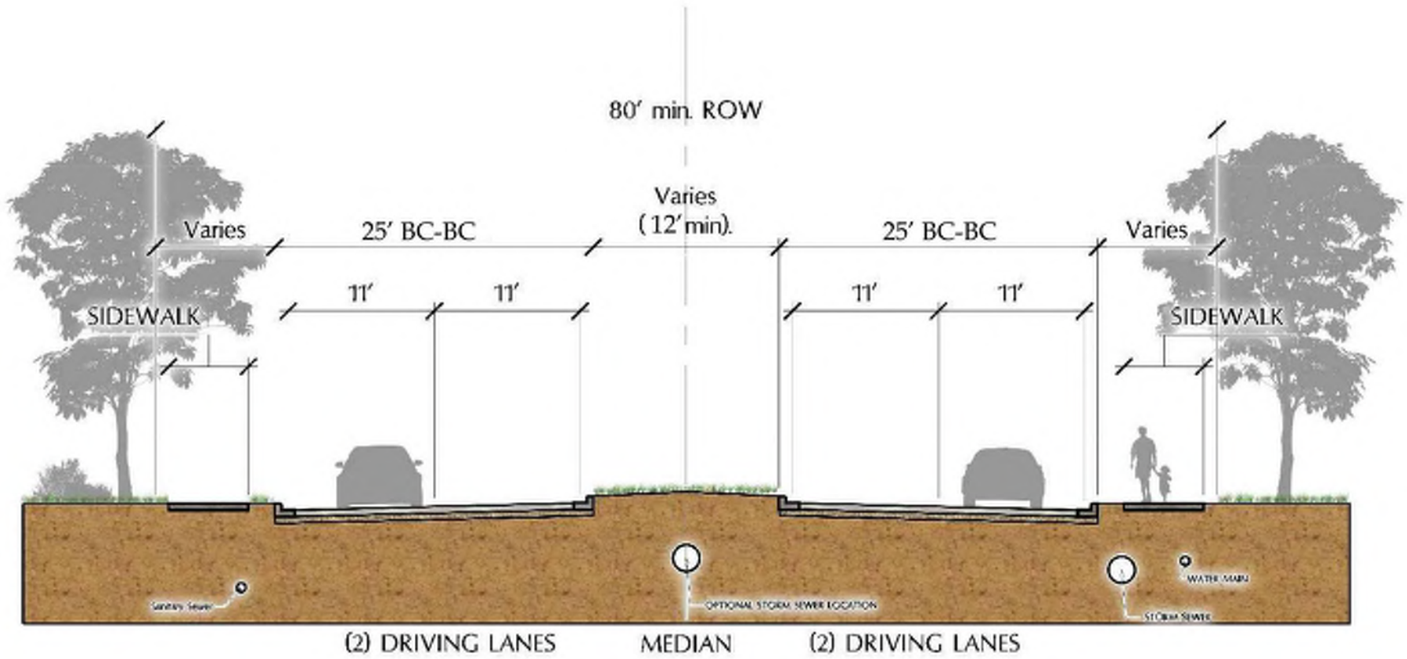

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.

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Exhibit 8: Street Section - Major Collector

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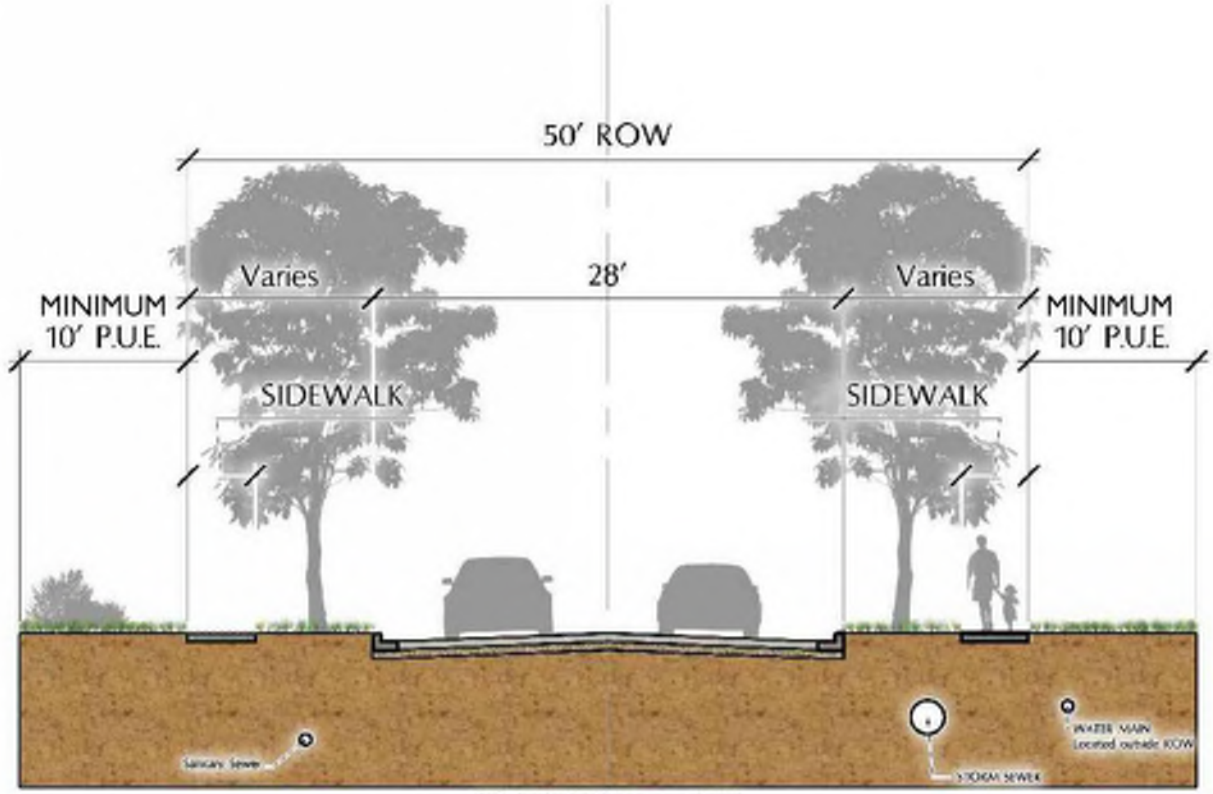

(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. P.U.E.'s in excess of 10' may be required depending on final engineering design.

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Exhibit 9: Street Section - Local Street

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7. Street Design Criteria

Streets within Ellwood shall conform to the following standards:

Cul-de-sacs: Cul-de-sacs 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-by-case basis by the City's Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125' apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve. Property lines at intersections of local streets shall transition with a 25 foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

Curves: Curves along major arterials shall be designed to meet or exceed minimum ASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along major 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. These types of intersections shall have a minimum centerline radius of 50 feet.

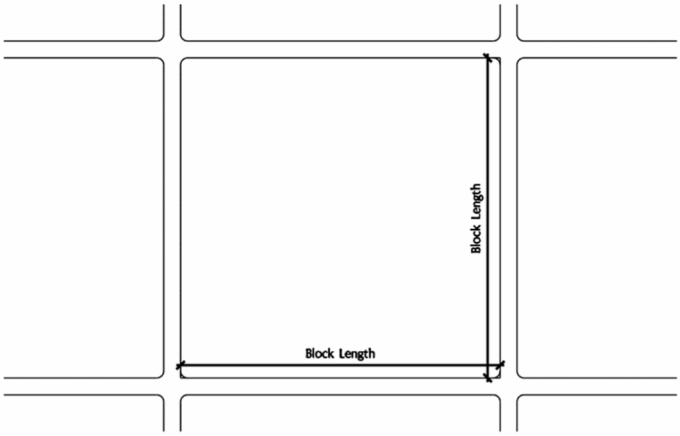
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

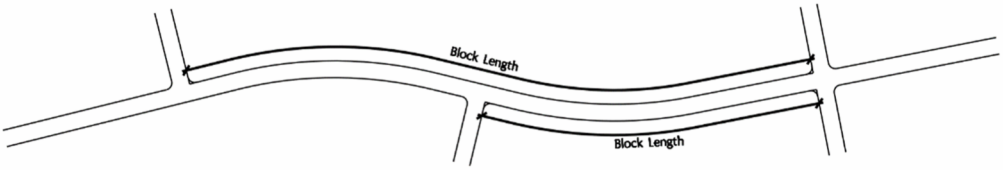
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks 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 or drainage features having a minimum width of 50 feet shall be 2,000 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 2,400 feet and pedestrian connections are not provided, the City's Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Rally 288 West boundary with a public street must be provided a minimum of every 2,400 feet along the Ellwood boundary unless determined to be unnecessary by the City's Designated Official.

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) 20-foot wide travel lanes separated by a median having a minimum width of 15 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 points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each SF - 60's and SF - 50's lot shall have frontage on a local street.

Lots may not have direct vehicular access to a major arterial or major collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major arterial or collector.

8. Traffic Impact Analysis

A Traffic Impact Analysis has been completed and approved by TxDOT and the City of Iowa Colony. The developer shall follow the recommendations stated within the report.

9. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3 Sidewalk Requirements			
Street Type	**Minimum Requirement**		
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**	A 8 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		

* 6 foot sidewalks shall be provided at bridge crossings

Generally, sidewalks should be constructed within the right-of-way. Sidewalks adjacent to open space areas may meander between the right-of-way and open space when desired. When trails exist or are proposed on an adjacent reserve of open space area, 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.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Ellwood will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North Hayes

Creek, man-made detention basins will be created that will extend out into the community from the Creek. These detention basins will be contoured and landscaped, and they will form the backbone of the open space system, providing a common "thread" that binds the community together both physically as well as socially.

Additionally, active recreational facilities will be developed and built within Ellwood, ranging from small pocket parks to the larger neighborhood parks, which will be connected through an extensive pedestrian trail system. This will be the backdrop for many leisure activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within Ellwood.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 528 maximum dwelling units possible within this PUD, the parkland dedication requirement for Ellwood is 9.8 acres. Parkland shall comply with the City's Planned Unit Development Ordinance (O-2019-14).

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 264.4 acres, the open space requirement for Ellwood is 13.0 acres. Approximately 109.9 acres of land within Ellwood is planned to be designated as neighborhood parkland and open space. A minimum of 11.6 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4

Parks and Open Space

	Required		**Provided**	
Land Use	**% of gross acreage**	**Acreage**	**% of gross acreage**	**Acreage**
Parks and Open Space (POS)	5%	13.0	42%	109.9

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with "passive" recreational opportunities and to maintain a visual barrier between adjacent uses.

Of the 11.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public. Private parks will be owned and maintained by a Municipal Utility District or the Home Owner's Association and will allow general public use. Land which is encumbered by easements, detention areas, lakes, and drainage channel borders shall qualify at a 50% credit if it complies with the following criteria: it includes hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the City; paths must also be connected to recreational areas as part of an open space system; an average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and side slopes for areas used in the credit not to exceed five to one (5:1) ratio, unless otherwise approved by the City.

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 Ellwood moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The City's regional parkland fee shall still apply to all lots within this PUD.

A pool, recreation center, and playground will be constructed with Phase 2. An additional playground will be constructed with Phase 3. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City's planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5 Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

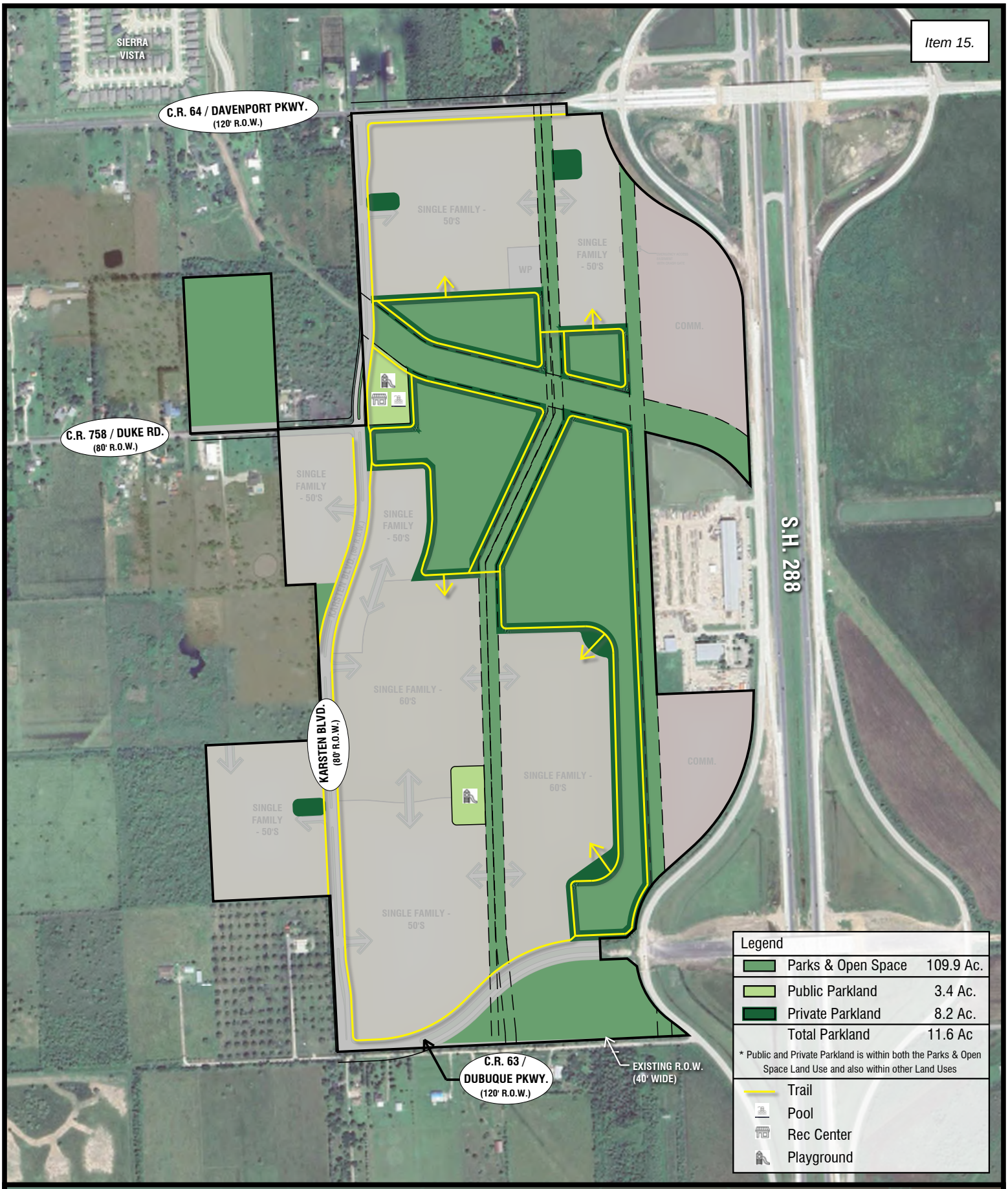
No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

3. Trails

In addition to the required street sidewalks, Ellwood will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Ellwood will be maintained by the Municipal Utility District or Home Owner's Association, except where trails are included in public parkland dedication areas, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Ellwood. 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 Ellwood moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.



Legend		
	Parks & Open Space	109.9 Ac.
	Public Parkland	3.4 Ac.
	Private Parkland	8.2 Ac.
	Total Parkland	11.6 Ac

* Public and Private Parkland is within both the Parks & Open Space Land Use and also within other Land Uses

- Trail
- Pool
- Rec Center
- Playground

Ellwood

Exhibit 10: Parks, Open Space, & Trails Plan

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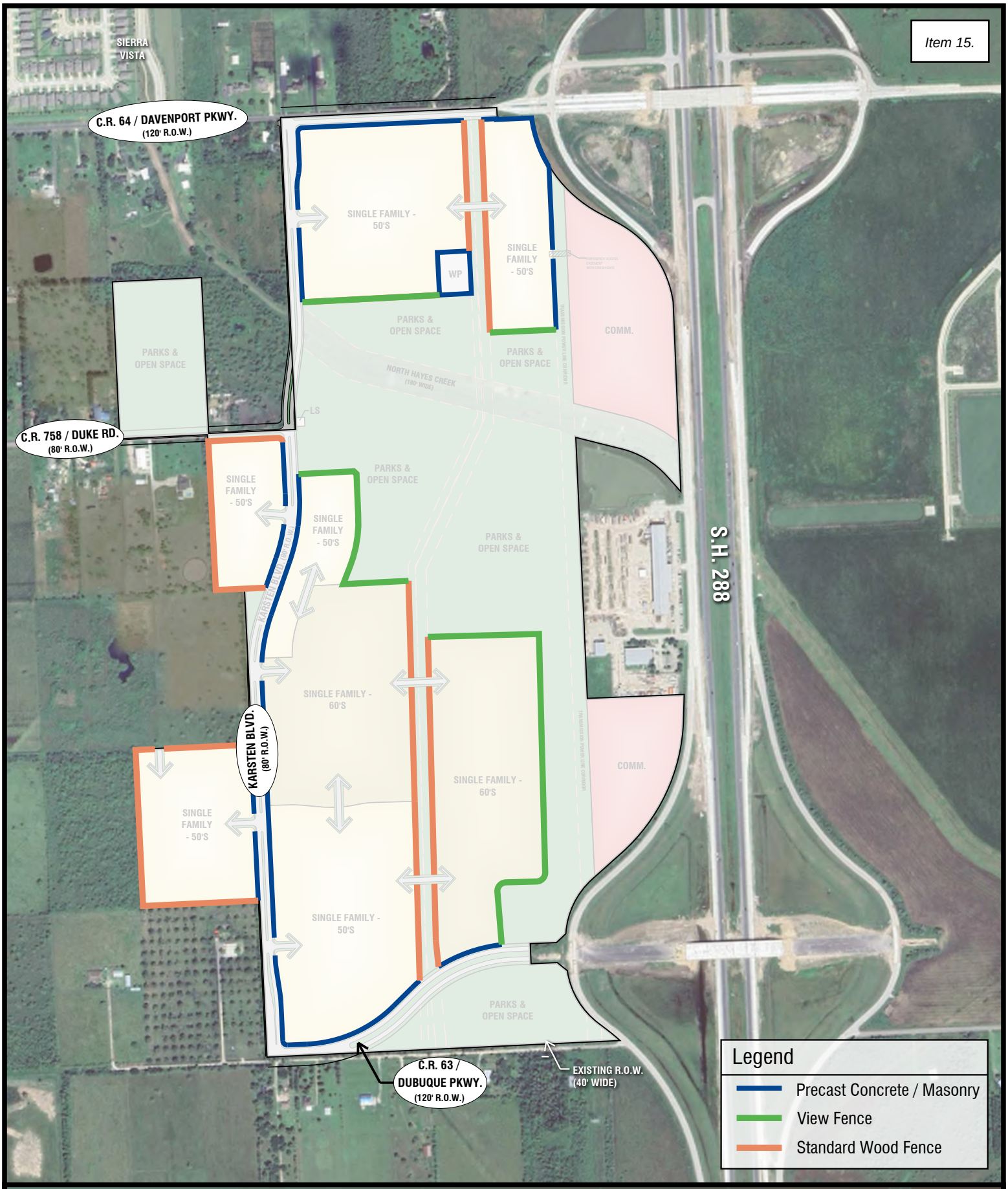

Ellwood

Exhibit 11: Fencing Plan

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SCALE: 1"=700'

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G. Infrastructure

1. Municipal Utility Districts

Ellwood is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. One water plant is anticipated. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Ellwood

3. Wastewater

The wastewater collection and distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. 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 Ellwood in which case wastewater would be treated at that plant.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Ellwood.

4. Storm Drainage & Detention System

The drainage plan and storm sewer system has been designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Ellwood will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems has been designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system has been sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Ellwood is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Ellwood will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision - Based on Fill) to reflect the adjusted flood plain areas that will occur internal to the property as a

result of development. No habitable structures shall be constructed within the floodway.

The Ellwood drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Ellwood

6. Homeowner's Association & Architectural Review Committee

A Homeowner's Association (HOA) has been 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 for their review and comment prior to being recorded with the county clerk. 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) has been established to ensure conformance to the development standards contained within the PUD and enforce design guidelines which shall be established separately.

Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner' Associations.

H. Project Phasing

The phasing strategy for Ellwood provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Ellwood and indicates the estimated construction timing of each phase. 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 Phasing Plan.

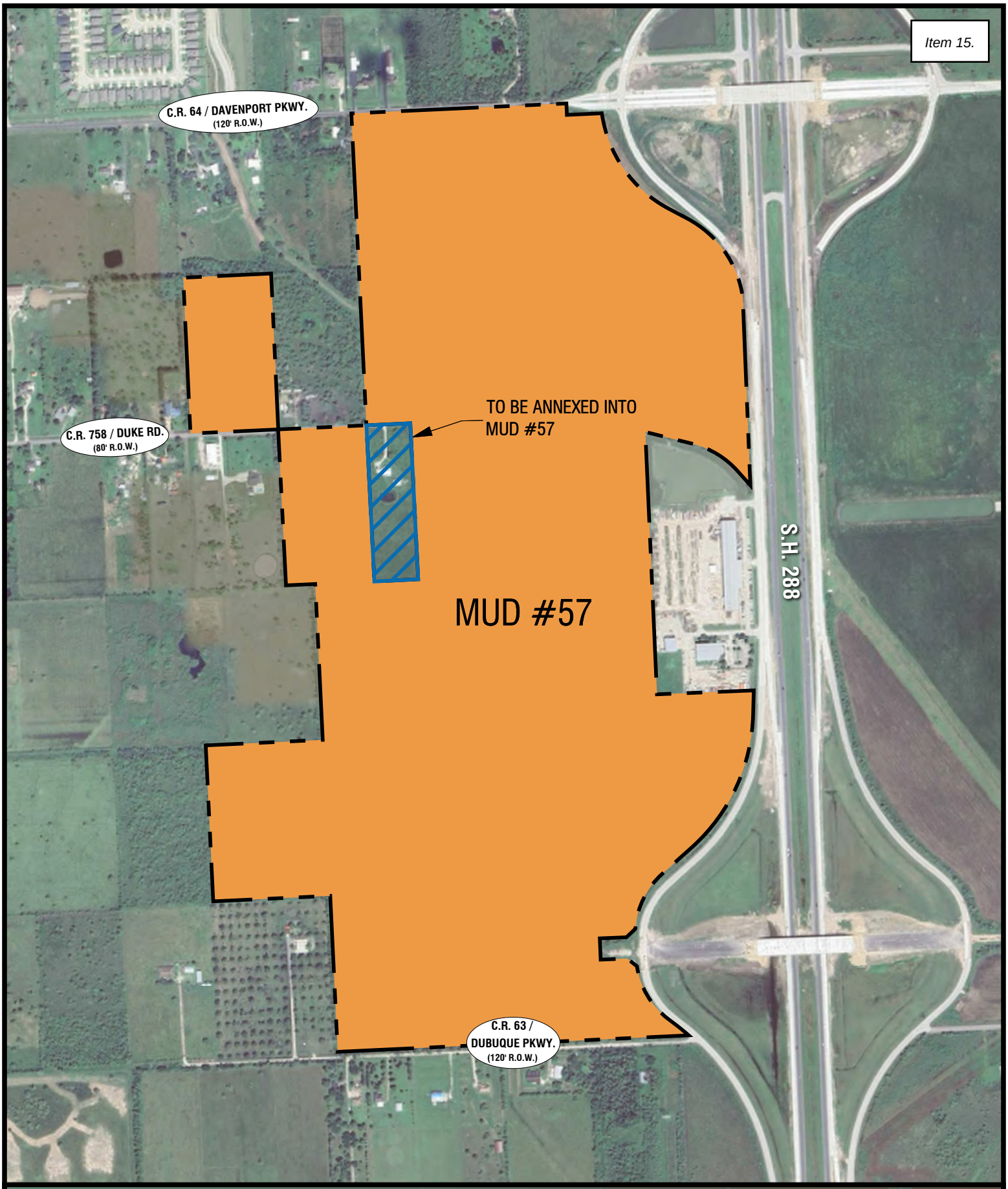

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Exhibit 12: MUD Map

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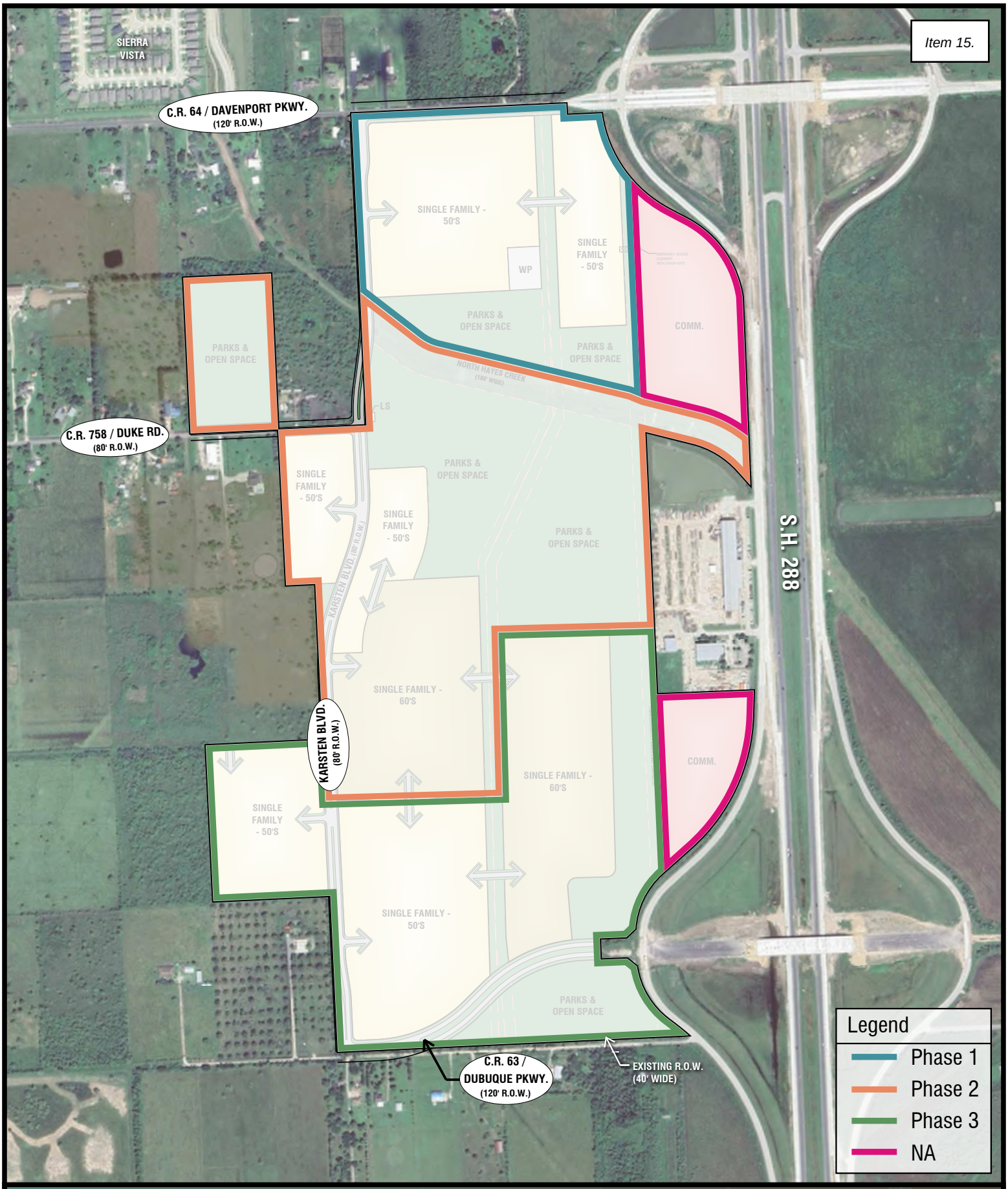

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Exhibit 13: Phasing Plan

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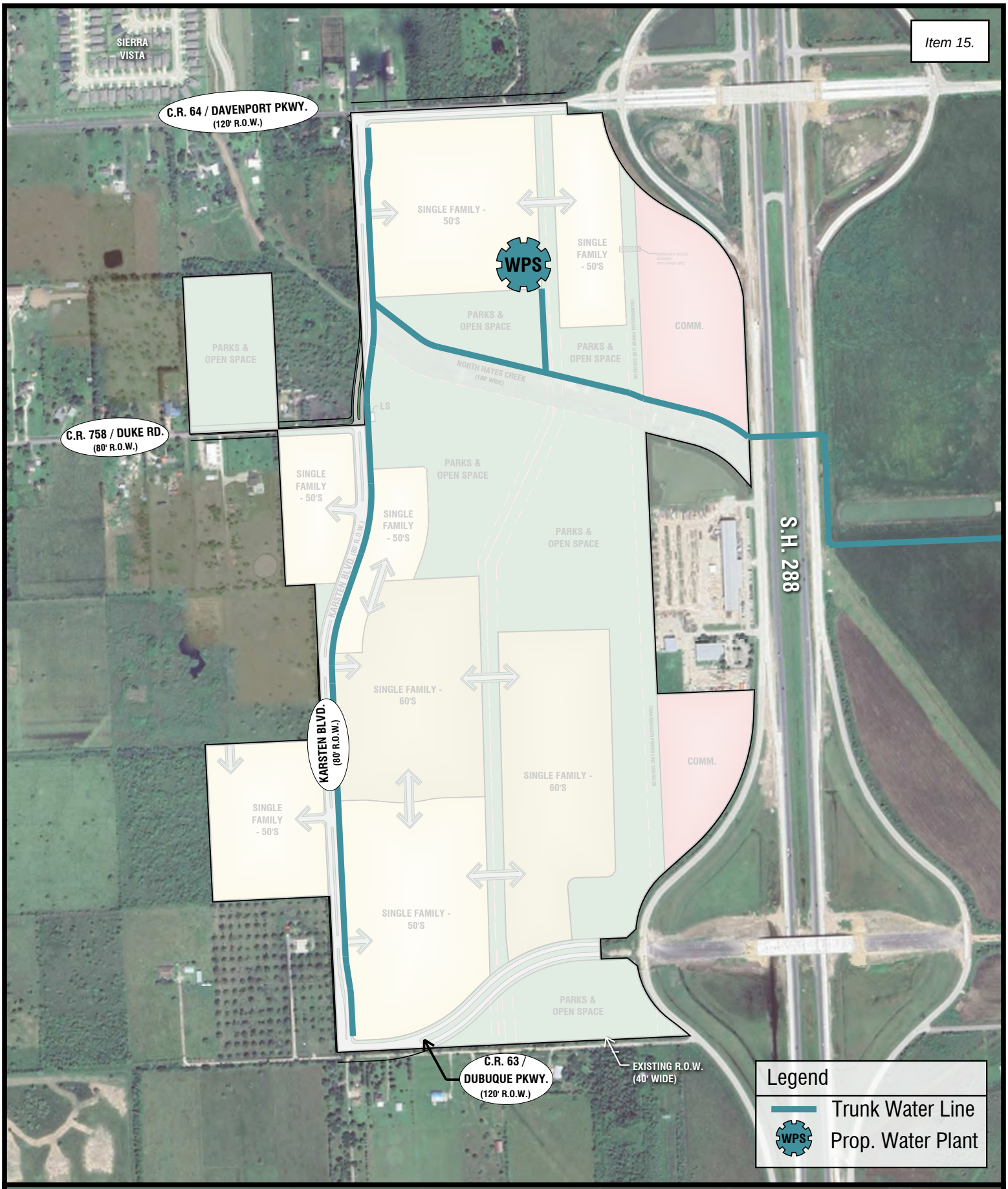

Ellwood

Exhibit 14: Water Supply and Distribution Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

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Ellwood

Exhibit 15: Sanitary Sewer Collection and Treatment Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

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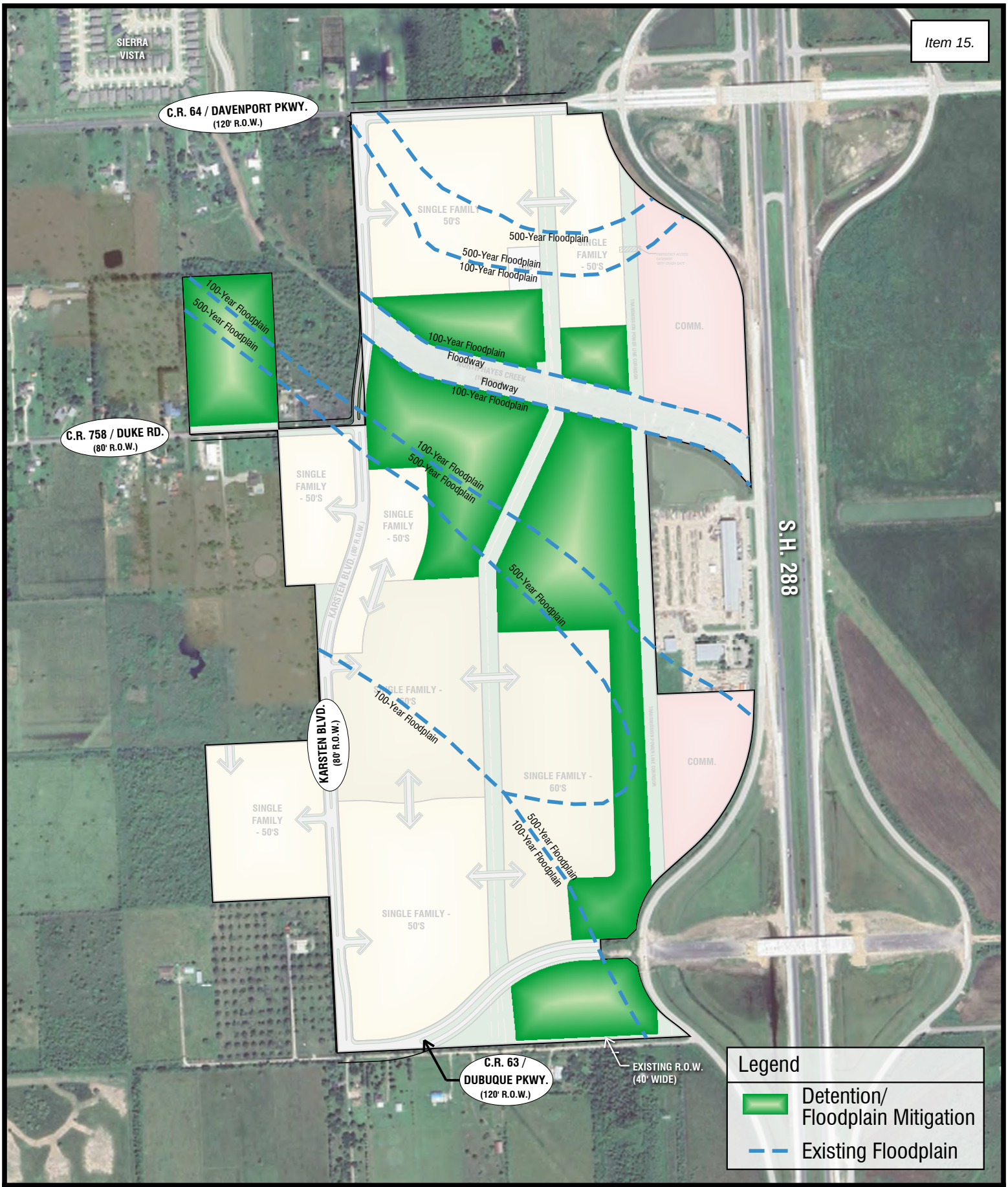

Ellwood

Exhibit 16: Storm Water Detention and Floodplain Mitigation Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

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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 accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Ellwood PUD. Appendix A contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

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 PUD, 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 PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

If a proposed use has not specifically been listed as being a permitted use in a particular land use category within the PUD, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this PUD, a lawful use of land exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the PUD.
- 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 PUD.
- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this PUD.

4. Non-Conforming Structures

Where, at the adoption of this PUD, a lawful structure exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- 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 PUD.
- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the PUD.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the PUD.

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership was submitted for approval of the Planning Commission prior to the application for the first preliminary subdivision plat. The General Development Plan illustrated the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for 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.

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa 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.

8. 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.

  d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Covenants, Conditions, and Restrictions

Covenants, Conditions, and Restrictions have been created which address site and building design within Ellwood. The purpose of these guidelines will be to preserve the character of Ellwood by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Ellwood will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Ellwood. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

C. Development Standards

1. Single Family - 60's (SF - 60's)

Purpose: The Single Family - 60's category is intended for the development of detached, single family dwelling units and compatible uses. There will be no private/gated Single Family - 60's sections.

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

Minimum Lot Area: 6,600 square feet

Minimum Lot Width: 60 feet at the lesser of the front or rear building setback line

Minimum Setbacks:

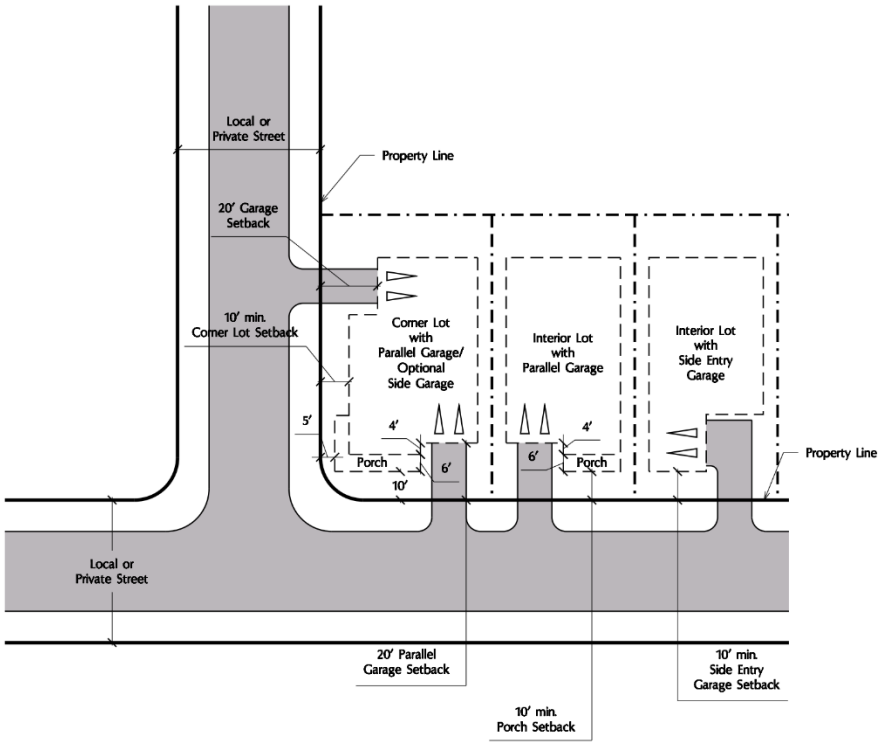
Front:	20 feet
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 below)

**One Story accessory structures may be setback 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.

SINGLE FAMILY - 60's LOT DIAGRAM



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. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

2. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

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
Minimum Lot Area:	6,000 square feet
Minimum Lot Width:	50 feet at the lesser of the front or rear building setback line
Minimum Building Floor Area:	1,400 square feet
Maximum Lot Coverage:	50% of lot (inclusive of attached garage area)

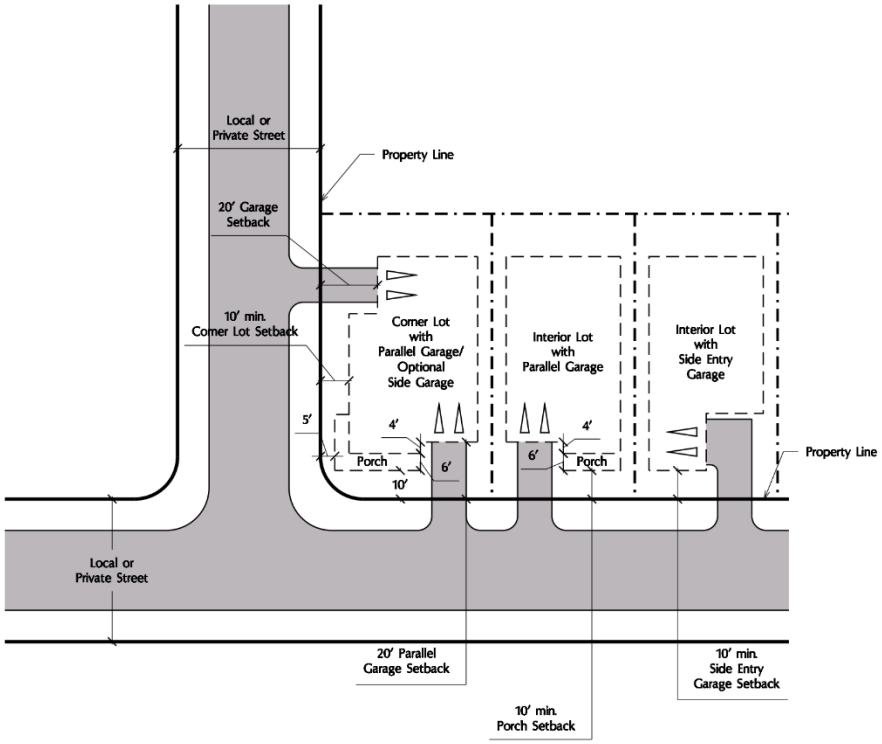
Minimum Setbacks:

Front:	20 feet*
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**
Corner:	10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



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. 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 - 60's homes shall comply with the standards established in Single Family - 60's category.

For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100)

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail and or utilities that meets the daily needs of the community.

Permitted uses: Abstract or title company

Accounting

Advertising agency

Agricultural uses

Animal feed store

Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant, but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statues)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

*Substation and related transmission and distribution facilities

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

*Substation may only be located in the commercial tract immediately south of the development located at 27002 State Highway 288, Iowa Colony, Texas.

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to:	71 feet (for buildings with gross leasable area over 25,000 square feet)
	53 feet (for buildings with gross leasable area under 25,000 square feet)
Rear:	20 feet
Side:	10 feet
Corner:	20 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

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 material unless approved by the Fire Chief.

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.

4. 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
	Open space
	Parks
	Public facilities
	Public safety site
	Recreational facilities

Religious assembly

Schools (public & private)

Substation and related transmission and distribution facilities

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

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 Chief.

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.

5. 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
	Drill site
	Entry features & monuments
	Institutional uses
	Minor utilities
	Open space
	Parks
	Public facilities, excluding major utilities
	Recreational facilities
	Telecommunication towers
	Temporary uses
	Tree farms
Minimum Lot Area:	None
Minimum Lot width:	None
Minimum Lot depth:	None
Minimum Setbacks:	
Along Major Arterials:	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: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

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.

6. Parking

Parking within Ellwood shall be provided according to the following schedule:

TABLE 6

Parking Requirements

Land Use	Minimum Requirement
Single Family - 60s	2 enclosed spaces per unit
Single Family - 50s	2 enclosed spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

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:

TABLE 7

Shared Parking Table

	Weekdays			**Weekends**	
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%
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;

4) The column with the highest value shall be the parking requirement.

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.

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 three 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.

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street

Childcare 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 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.

Developer – Beazer Homes Texas, LP

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.

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 alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

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.

Homeowner'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) 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 arterial or major collector and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

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, wastewater treatment facilities, water reservoirs and pump 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, wastewater lift stations, 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.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas may include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Overall project - The approximately 264.44 acres of land that constitutes the entirety of Ellwood.

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.

Professional office- A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The approximately 264.4 acres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

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.

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, 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.

Substation – A facility within the electric grid that performs the functions such as voltage level transformation, switching electrical circuits, controlling power flow, and protecting electrical circuits to safely deliver electricity from generation sources to end-users

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.

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.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance 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

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Ellwood. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

TABLE 8
Ellwood 288 West Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership 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 alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. 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 shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	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 road that does meet the city's requirements, to the farthermost boundary of the subdivision.	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 developer shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthermost boundary of the subdivision. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer shall not improve Duke Road, but will pay fee in lieu of construction.	From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD 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.	Open space 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.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all residential lots to be located within a PUD shall be 50 feet.	10 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities.	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major 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 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major 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.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance 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 SF - 60's and SF - 50's 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 garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum 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.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions 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 thousand three hundred (6,300) square feet.	The minimum lot width for SF - 50's lots shall be 50 feet with a minimum area of 6,000 square feet.	10 foot reduction in width and 300 square feet reduction in area	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.
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Rally 288 West. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Rally 288 West and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Rally 288 West without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and improve the perimeter streets to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will only be responsible for street improvements within Rally 288 West. This is common practice. From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design 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 areas shall be constructed prior to 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.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures and a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber board or equal.	For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.	For one story primary structures, a twenty percent reduction in overall minimum exterior wall surface required to be brick or masonry veneer, as well as a requirement that all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond be constructed of brick or masonry veneer for one hundred percent of exterior wall surface. An addition of board and batten as an acceptable material for the remaining maximum twenty percent wall surface.	Reducing the overall minimum exterior wall surface required to be brick or masonry veneer and allowing siding accents on gables allows for a greater variety of products. At the same time, walls with high visibility will still meet the requirements and maintain the desired look of the neighborhood. Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.
		For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick and masonry, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.	For two story primary structures, the inclusion of board and batten as an acceptable material for the remaining maximum forty percent wall surface.	Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 50's lots require a minimum building floor area of fourteen hundred (1,400) square feet (not including the attached garage area).	A 1,000 square foot reduction in mimumum building floor area.	A smaller minimum building floor area allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.2.a.i) Rear building setback	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line.	SF - 50's lots require a minimum fifteen (15) feet building setback from rear lot line.	A five (5) foot reduction in minimum building setback from rear lot line for SF - 50's lots.	A smaller minimum building setback line from rear lot line allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.I) Spacing between developments #1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area.	There shall be no minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet.	The minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet is removed.	The perimeter boundary of Rally 288 West is 512 feet from the perimeter boundary of Sierra Vista, which also has single-family residential lots that are less than 6,600 square feet. Removing the minimum distance will allow for more high-quality development conveniently adjacent to State Highway 288. This development will then attract homebuyers and enhance the City's long-term viability.
Unified Development Code Sec. 3.2.1.5 Private Neighborhood Park Land in Lieu of Land Dedication for Neighborhood Parks (a)	A developer responsible for dedication under this Article may elect to meet up to fifty percent (50%) of the requirements of Section 3.2.1.3 by the provision of private neighborhood park land.	Of the 9.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public.	Up to 70%, which is an increase of 20%, of the parkland dedication required may be provided by private neighborhood park land.	To provide connectivity and recreation, much of the parkland will consist of trails around the detention ponds. Brazoria County Municipal Utility District #57 will own and maintain the detention ponds, so it makes sense for the MUD to own and maintain the trails.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation	The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.	Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.	Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.	Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certicicate of Occupancy.

TABLE 9
Ellwood Engineering Design Criteria Manual Variances

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Rally 288 West can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1, or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	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.	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.

E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of the PUD. Appeals to the Designated Official's interpretation shall 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 Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) 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 PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, 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.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards 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 or park sites.

- 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.

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 PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's applicable fee schedule. All fees shall be fair and reasonable.

I. Additional Requirements

The developer 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.

Noncompliance of the PUD will result in withholding of building permits within the boundaries of the PUD.

Regardless of any other provision, no plat or building permit in the premises shall be approved until the City and the drainage district with jurisdiction of the premises have approved the drainage.

Appendix A

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; **ANNEXING PARTS OF MUD 57 AND HIGHWAY 288,** AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, DULY ASSEMBLED:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

2. This annexation is authorized by Subchapter 43, C-3 and Section 43.1056 of the Texas Local Government Code and all other applicable law.

3. The owners of the land annexed by this ordinance are Rally 288 West, LLC, Rally 288 East, LLC, and the Texas Department of Transportation (herein jointly called "Owners"). Rally 288 West, LLC and Rally 288 East, LLC have requested this annexation. The Texas Department of Transportation ("TxDOT") has been deemed by law to consent to this annexation, because the City notified TxDOT of the intent to annex TxDOT's portion of the property herein described at least 61 days before passing the ordinance annexing that property, and TxDOT has not objected in writing to that annexation.

4. This entire ordinance is in the public interest.

5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

7. The City of Iowa Colony hereby adopts and enacts the Municipal Services Agreements attached hereto as Exhibit "B" and incorporated herein in full.

8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

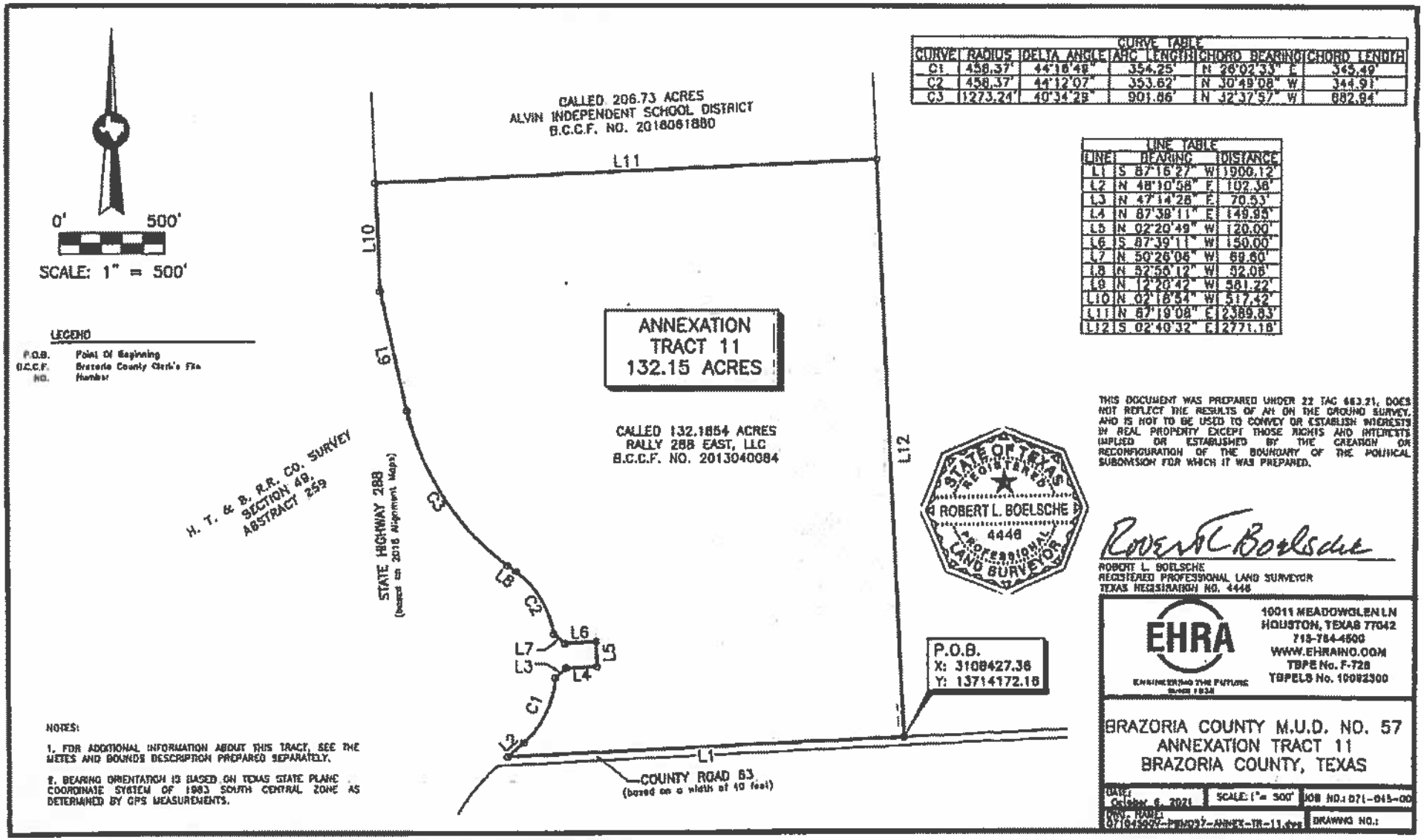
By: _____
MICHAEL BYRUM-BRATSEN, MAYOR

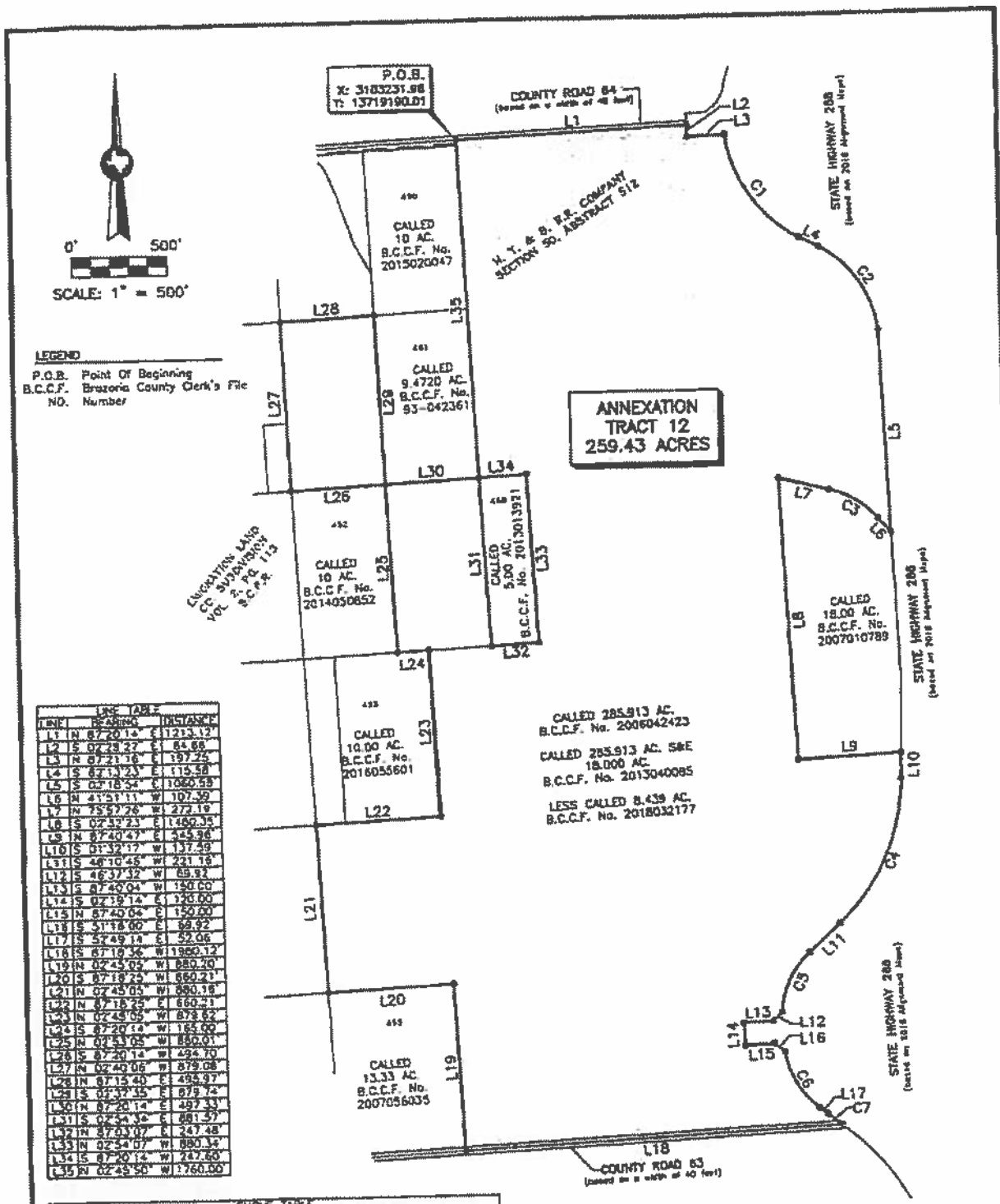
ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing Parts of MUD 57 and Highway 288

EXHIBIT "A"
ANNEXED AREA


0'
500'
SCALE: 1" = 500'
LEGEND
P.O.B. Point Of Beginning
B.C.C.F. NO. Brazoria County Clerk's File Number
CALLED 206.73 ACRES
ALVIN INDEPENDENT SCHOOL DISTRICT
B.C.C.F. NO. 2018061880
ANNEXATION
TRACT 11
132.15 ACRES
CALLED 132.1854 ACRES
RALLY 288 EAST, LLC
B.C.C.F. NO. 2013040084
H. T. & B. R.R. CO. SURVEY
SECTION 49,
ABSTRACT 259
STATE HIGHWAY 288
(based on 2016 Alignment Maps)
COUNTY ROAD 63
(based on a width of 40 feet)
P.O.B.
X: 3108427.36
Y: 13714172.18
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
C1
C2
C3
CURVE TABLE
CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH
C1 | 458.37' | 44°16'48" | 354.25' | N 26°02'33" E | 345.49'
C2 | 458.37' | 44°12'07" | 353.62' | N 30°49'08" W | 344.91'
C3 | 1273.24' | 40°34'29" | 901.66' | N 32°37'57" W | 882.94'
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S 87°16'27" W | 1900.12'
L2 | N 48°10'58" E | 102.38'
L3 | N 47°14'28" E | 70.53'
L4 | N 87°38'11" E | 149.95'
L5 | N 02°20'49" W | 120.00'
L6 | S 87°39'11" W | 150.00'
L7 | N 50°26'06" W | 69.60'
L8 | N 32°55'12" W | 52.06'
L9 | N 12°20'42" W | 581.22'
L10 | N 02°18'54" W | 517.42'
L11 | N 87°19'08" E | 2389.83'
L12 | S 02°40'32" E | 2771.18'
NOTES:
1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.
STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR
THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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.
ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446
EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10082300
BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 11
BRAZORIA COUNTY, TEXAS
DATE: October 6, 2021
SCALE: 1" = 500'
JOB NO.: 071-045-00
DWG. NAME: 071045-00-BRA057-ANNEX-TR-11.dgn
DRAWING NO.:



LEGEND

P.O.B. Point Of Beginning
B.C.C.F. Brazoria County Clerk's File NO. Number

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°20'14" E	1213.12'
L2	S 02°39'27" E	84.66'
L3	N 87°21'16" E	197.25'
L4	S 67°13'23" E	115.58'
L5	S 02°18'52" E	1060.55'
L6	N 41°51'11" W	107.39'
L7	N 75°57'26" W	272.19'
L8	S 02°33'23" E	1460.35'
L9	N 87°40'47" E	545.96'
L10	S 01°32'17" W	137.49'
L11	S 46°10'45" W	221.18'
L12	S 46°37'32" W	69.92'
L13	S 87°40'04" W	150.00'
L14	S 02°19'14" E	120.00'
L15	N 87°40'04" E	150.00'
L16	S 51°18'00" E	89.92'
L17	S 37°49'14" E	52.06'
L18	S 87°19'36" W	1980.12'
L19	N 02°45'05" W	880.20'
L20	S 87°18'25" W	660.21'
L21	N 02°45'05" W	880.18'
L22	N 87°18'25" E	660.21'
L23	N 02°45'05" W	878.62'
L24	S 87°20'14" W	165.00'
L25	N 01°53'05" W	880.01'
L26	S 87°20'14" W	494.70'
L27	N 02°40'06" W	879.08'
L28	N 87°15'40" E	495.97'
L29	S 01°37'35" E	879.74'
L30	N 87°20'14" E	497.33'
L31	S 02°54'36" E	881.37'
L32	N 87°03'07" E	247.48'
L33	N 02°54'07" W	880.34'
L34	S 87°20'14" W	247.60'
L35	N 02°45'50" W	1760.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	684.57'	S 15°07'31" E	659.38'
C2	596.00'	54°09'25"	563.34'	S 35°08'40" E	542.61'
C3	510.00'	34°08'13"	303.57'	N 58°54'19" W	299.11'
C4	1041.74'	46°38'29"	848.02'	S 24°51'32" W	824.80'
C5	456.37'	44°14'59"	154.00'	S 26°03'17" W	345.27'
C6	456.37'	44°14'59"	154.00'	S 30°41'45" E	345.77'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'

EHRA
ENGINEERING THE FUTURE SINCE 1926
10911 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 12
BRAZORIA COUNTY, TEXAS

DATE: October 6, 2021 | SCALE: 1" = 500' | JOB NO.: 071-045-00
DWG. NAME: 07104500-PROJECT-MAPS-TR-12.dwg | DRAWING NO.: NONE

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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.

Robert L. Boelsche

ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4448

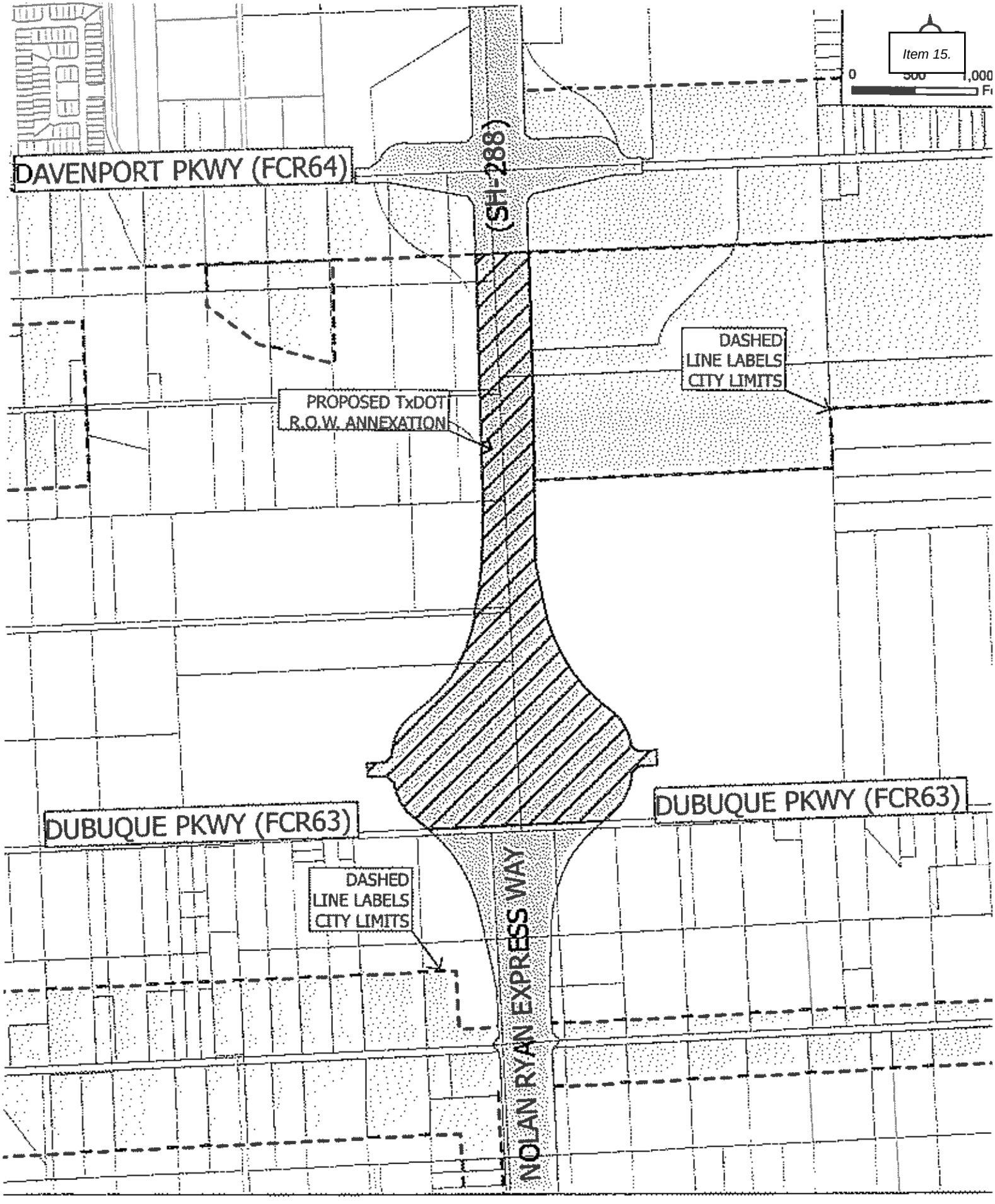
STATE OF TEXAS
ROBERT L. BOELSCHE
4448
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS

HIGHWAY 288 ANNEXATION TRACT
December 2021

The entire width of the segment of the right-of-way of State Highway 288 that begins at the north edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.



CITY OF IOWA COLONY, TEXAS

TxDOT R.O.W. ANNEXATION 2021

EXHIBIT "B"
MUNICIPAL SERVICES AGREEMENTS

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND RALLY 288 WEST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 West, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 259.43 acres of land ("Property") generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000, and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 WEST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
BEING 259.43 ACRES
SITUATED IN THE
W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

1) **THENCE**, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

2) South 01°29'27" East, for a distance of 64.66 feet to a point for corner;

3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;

4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;

5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;

6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;

7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;

8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;

9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;

10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;

11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;

14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;

15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;

16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;

17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;

18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;

19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;

20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;

21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;

22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;

23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;

24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);

25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;

27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;

28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;

29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;

30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;

31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;

33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;

34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;

35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;

36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;

37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;

38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;

39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;

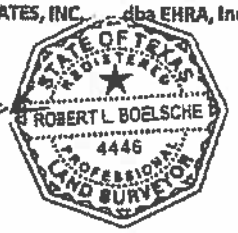
40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;

41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;

42) North 02°45'50" West, for a distance of 1,760.00 feet to the **POINT OF BEGINNING** and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300



Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND RALLY 288 EAST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 EAST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 East, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-2"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
BEING 132.15 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

1) **THENCE**, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;

3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;

4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;

5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;

6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;

7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;

8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;

9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;

10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;

11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;

12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;

13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;

14) **THENCE**, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc

CITY OF IOWA COLONY

12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.

Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: $126.00

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-clare

Appendix B

D E E D
VOL 1199 PAGE 804

ORDINANCE NO. 73-C

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARIES OF IOWA COLONY, TEXAS, AND THE ANNEXATION OF CERTAIN ADJACENT TERRITORY CONSISTING OF LAND BEING A PORTION OF THE W. H. DENNIS SURVEY NO. 52, ABSTRACT 513, a PORTION OF THE H. T. & B. R.R. COMPANY SURVEY NO. 49, ABSTRACT 259, A PORTION OF THE C. M. HAYS SURVEY NO. 4, ABSTRACT 532, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 3, ABSTRACT 328, A PORTION OF THE C. M. HAYS SURVEY NO. 2, ABSTRACT 531, A PORTION OF THE W. H. DENNIS SURVEY NO. 50, ABSTRACT 512, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 1, ABSTRACT 329, AND A PORTION OF OF THE H. T. & B. R. R. COMPANY SURVEY NO. 51, ABSTRACT 288, AND BEING MORE PARTICULARLY DESCRIBED BELOW:

WHEREAS, it would be convenient and desirable for territory now lying adjacent of Iowa Colony, whose inhabitants have signed a petition to that effect, and

WHEREAS, A public hearing has been held in accordance with State Law on the question of annexation of the hereinafter described territory, said hearing having been held more than ten days prior to the initial reading of this Ordinance and not more than twenty days prior to the initial reading of this Ordinance and notice of said hearing having been given by publication in accordance with law:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF

THE CITY OF IOWA COLONY, TEXAS:

That the following described land and territory lying adjacent to and adjoining the City of Iowa Colony, Texas, is hereby added and annexed to the City of Iowa Colony. Said territory hereinafter described shall hereafter be included within the boundaries and City Limits of the City of Iowa Colony, Texas, at the various points contiguous to the area hereinafter described, are hereby altered and amended so as to include the following described area within the Corporate Limits of the City of Iowa Colony, Texas:

BEGINNING At the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST- 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH- 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate center line of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST -660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH -660.0 feet and WEST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet toa ppint for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST -1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

The above doscribed additional territory and area so annexed shall hereafter in all respects be a part of the City of Iowa Colony, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of the citizens of Iowa Colony and shall be bound by the acts, ordinances, resolutions and regulations of the City of Iowa Colony, Texas.

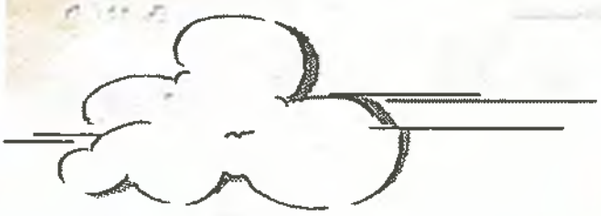
Passed and approved this the 9th day of July, 1973.

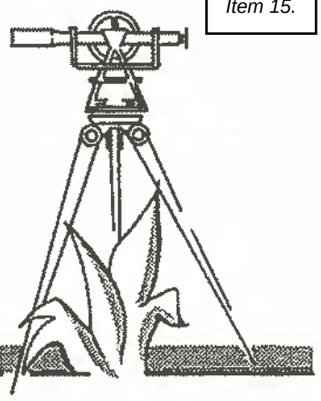
CITY OF IOWA COLONY

By: Maurice S. Bright
Maurice S. Bright, Mayor

ATTEST:

Carolyn E. Bowen
Carolyn E. Bowen, City Secretary





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Being a portion of the W. H. Dennis Survey No. 52, Abstract 513, a portion of the H. T. & B. R.R. Company Survey No. 49, Abstract 259, a portion of the C. M. Hays Survey No. 4, Abstract 532, a portion of the Lavaca Navigation Company Survey No. 3, Abstract 328, a portion of the C. M. Hays Survey No. 2, Abstract 531, a portion of the W. H. Dennis Survey No. 50, Abstract 512, a portion of the Lavaca Navigation Company Survey No. 1, Abstract 329, and a portion of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and being more particularly described as follows:

BEGINNING at the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST - 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

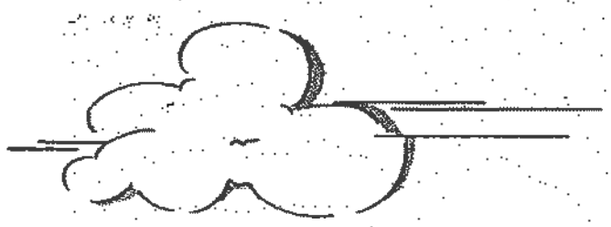
THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

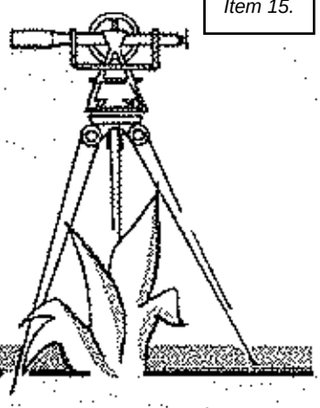
THENCE WEST - 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate centerline of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

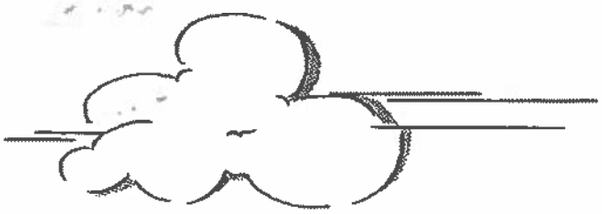
THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

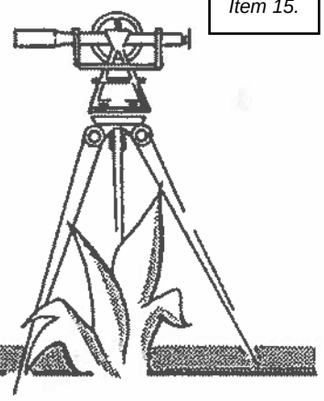
THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

Field notes written November 21, 1973.

BY: D. H. Adams
D. H. Adams, Registered Public Surveyor

Appendix C

Appendix D

Appendix E

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 12/4/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Ordinance

Budgeted? N/A (no cost) Cost: 0

If budgeted, identify account: | | | |

Short Description:

Proposed amendment to the Ellwood Planned Unit Development to allow for the substation as an approved use for the Commercial South tract.

Explanation/Justification Details:

Centerpoint Energy is under contract to acquire the Commercial South tract for the planned substation.
1. The current commercial land use category does not allow for a substation as an approve use.
2. This will require an amendment to Ellwood PUD to allow for substation use for the Commercial South tract.
3. The substation will stabilized and harden the electrical grid within the Iowa Colony service area.

Staff has reviewed the request and recommend approval subject to the following:
1. 8-foot high Masonry fencing along the perimeter of the entire site (with certain exception at the tie-in location to the transmission line).
2. The substation use only applies to the Commercial South tract.

P&Z recommended for approval at the December 2nd, 2025 meeting, subject to Staff recommendations.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ADICO
CONSULTING ENGINEERS

November 24, 2025

Brad Sweitzer, PLA, AICP
Co-Practice Leader – Planning and Visioning
EHRA Inc.
10011 Meadowglen Lane
Houston, TX 77042

Re: Ellwood Planned Unit Development District - Amendment No. 3
Letter of Recommendation
Adico, LLC Project No. 710-25-002a-03

Dear Mr. Sweitzer:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the request for Amendment No. 3 to the Elwood PUD District, from EHRA on behalf of Centerpoint Energy. The request was received on or about October 9, 2025

Below is a brief overview of the request for Amendment No. 3 to the PUD.

1. To allow substation – including Transmission/Distribution as an approved use within the Commercial District.
2. The substation would only be applied within the Commercial south tract.

Based on our review, staff recommend approval of Amendment No. 3 to allow a substation within the Commercial District as follow:
1. Restrict the substation use to the Commercial south tract, located at NWC of SH 288 and Dubuque Parkway.
2. Provide 8' masonry fencing along the perimeter of the site, consistent with the Ellwood Development.

Should you have any questions, please do not hesitate to call.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Natasha Brooks-Anderson, COIC
File: 710-25-002a-03

Form A

City of Iowa Colony

"Where We Make It Happen"

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

Name/Address Brad Sweitzer / EHRA Engineering
Individual/Company/Corporation

Description of Amendment Proposed To add "substation" to the allowed uses

within the commercial land use category

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: Brad Sweitzer

Form approved: July 20, 2009

October 1, 2025

Dinh V. Ho, P.E., CFM
Principal
ADICO Consulting Engineers
205 E. Edgewood Dr.
Friendswood, TX, 77564

Re: “Ellwood” Zoning Amendment Application

Dinh,

Rally 288 West, LLC hereby authorizes EHRA Engineering to submit on our behalf the request to amend the “Ellwood Planned Unit Development.”

Best regards,

Matt Lawson
Rally 288 West, LLC

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail and or utilities that meets the daily needs of the community.

Permitted uses: Abstract or title company

Accounting

Advertising agency

Agricultural uses

Animal feed store

Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant, but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Motion picture theater, but not drive-in theater

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statues)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

*Substation ~~–~~and related transmission and distribution facilities

~~Taxidermist~~

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

*Substation may only be located in the commercial tract immediately south of the development located at 27002 State Highway 288, Iowa Colony, Texas.

Ellwood Planned Unit Development District Amendment No. 3

The City of Iowa Colony

Prepared for:
Rally 288 West, LLC.
2205 Carillon Point,
Kirkland, Washington 98033

Prepared by:

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 Meadowglen Ln.
Houston, Texas 77042
EHRA.team | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

TABLE OF CONTENTS

I. INTRODUCTION

A. Summary 7

B. Project Location 7

C. Existing Zoning 7

D. Surrounding Land Use 7

E. Existing Site Conditions 8

II. DEVELOPMENT PLAN

A. Purpose & Intent 12

B. Goals & Objectives 12

1. Establish a Strong Community Character & Sense of Place 12
2. Provide Multiple Housing Types 12
3. Ensure Quality Development 13
4. Provide for Orderly Growth 13

C. Preliminary Land Use Plan 13

1. Proposed Uses & Densities 13

D. Benefits to the Iowa Colony 15

E. Transportation 17

1. Existing Access 17
2. Street Hierarchy 17
3. Minimum Right-of-Way Widths & Paving Sections 18
4. Vehicular Circulation Plan 18
5. Karsten Boulevard 18

6. Davenport Parkway, County Road 758, and Dubuque Parkway 19

7. Street Design Criteria 25

8. Traffic Analysis Recommendations 28

9. Street Sidewalks 30

F. Parks, Open Space & Trails 29

1. Parks & Open Space 29

2. Compensating Open Space 31

3. Trails 32

G. Infrastructure 35

1. Municipal Utility Districts 35

2. Water 35

3. Wastewater 35

4. Storm Drainage & Detention System 36

5. Flood Plain Management 36

6. Home Owner's Association & Architectural Review Committee 37

H. Project Phasing 37

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent 43

B. General Provisions 43

1. Applicability 43

2. Additional Uses 43

3. Non-Conforming Land Uses 44

4. Non-Conforming Structures 44

5. Existing Utilities 44

6. General Development Plan 45

7. Grading 45

8. Temporary Uses 45

9. Covenants, Conditions, and Restrictions 46

10. Lighting 46

11. Site Development Standards 47

C. Development Standards 48

1. Single Family - 60's 48

2. Single Family - 50's 50

3. Commercial 53

4. Institutional 58

5. Parks & Open Space 59

6. Parking 61

D. Definitions 62

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose 69

B. Changes to Zoning Ordinance 69

C. Variances to the Subdivision Ordinance 69

D. Variances from the Design Manual 69

E. Interpretation 77

F. Administrative Approval 77

G. Substantial Change 78

H. Fees 78

I. Additional Requirements 78

EXHIBITS

Exhibit 1	Vicinity Map	9
Exhibit 2	Ownership Map	10
Exhibit 3	Jurisdictional Map	11
Exhibit 4	Preliminary Land Use Plan	16
Exhibit 5	Circulation Plan	20
Exhibit 6	Major Arterial	21
Exhibit 7	Karsten Blvd. Intersection with Major Arterials	22
Exhibit 8	Major Collector	23
Exhibit 9	50'- Local	24
Exhibit 10	Parks, Open Space, & Trails Plan	33
Exhibit 11	Fencing Plan	34
Exhibit 12	MUD Map	38
Exhibit 13	Phasing Plan	39
Exhibit 14	Water Supply and Distribution Plan	40
Exhibit 15	Sanitary Sewer Collection and Treatment Plan	41
Exhibit 16	Storm Water Detention and Floodplain Mitigation Plan	42

TABLES

Table 1	Land Use	14
Table 2	Minimum Right-of-Way Width & Paving Section	18
Table 3	Sidewalk Requirements	29
Table 4	Parks and Open Space	30
Table 5	Compensating Open Space	32
Table 6	Parking Requirements	61
Table 7	Shared Parking	62
Table 8	Subdivision Ordinance Variances	70
Table 9	Design Manual Variances	76

APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

Appendix B - City of Iowa Colony Ordinance 73 – C

Appendix C – 5 Acre Tract Annexation Ordinance

Appendix D – Ellwood PUD Amendment No. 1 Ordinance

Appendix E – Ellwood PUD Amendment No. 2 Ordinance

I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for “Ellwood”. Ellwood is comprised of 264.4 acres of privately owned land to be developed for single family and commercial uses.

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 Amendment:

The purpose of this PUD amendment is to add “substation” to the allowed uses within the commercial land use category.

C. Project Location

The Project is located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

D. Existing Zoning

264.4 acres of the property is zoned under Planned Unit Development (PUD). See Appendices the relevant annexation ordinances.

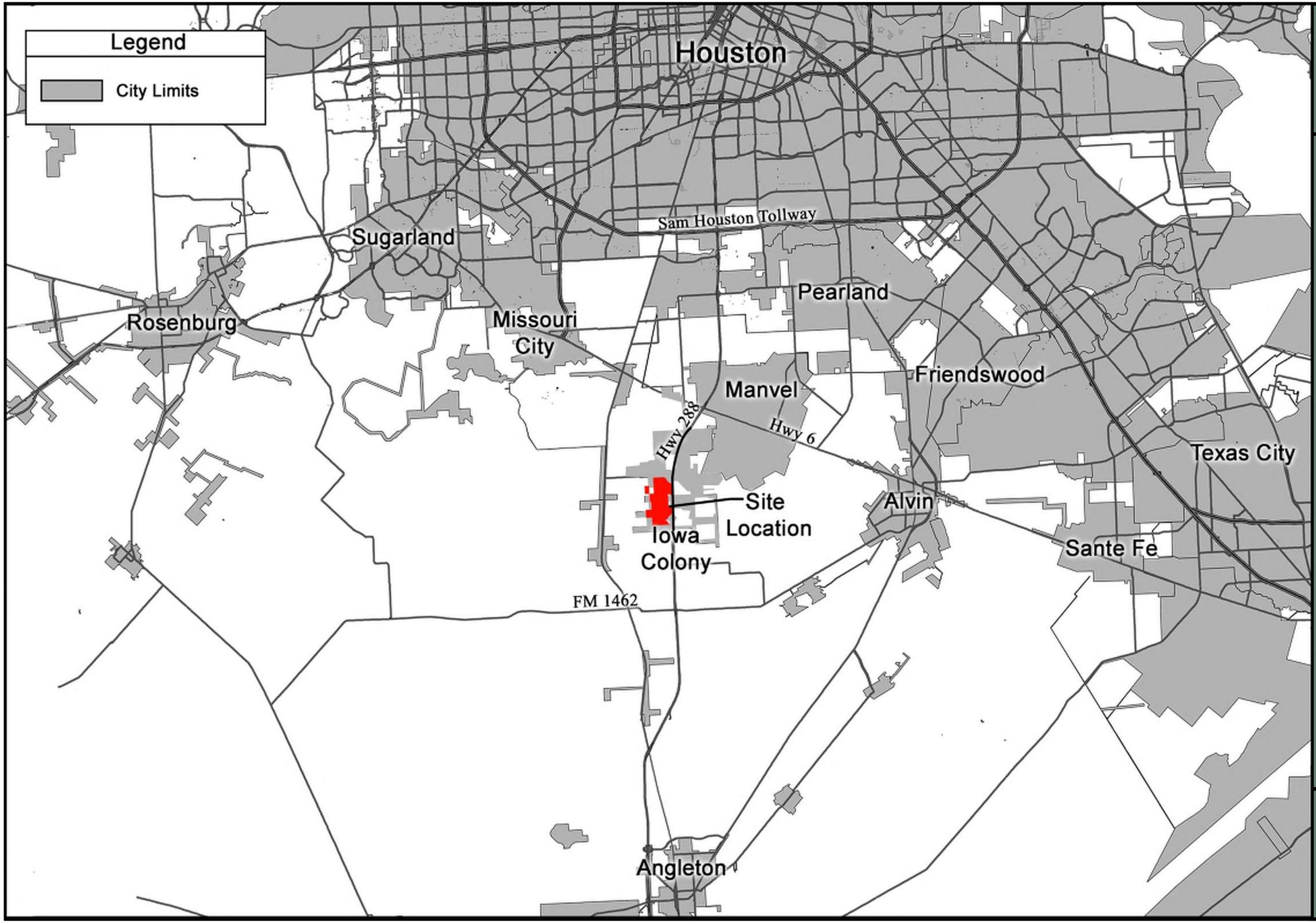
E. Surrounding Land Use

Most properties surrounding the Project are undeveloped, with some existing industrial uses located adjacent to State Highway 288. To the west and south of the Project are pockets of large lot single family development. To the northwest are large master planned communities (Sterling Lakes and Sierra Vista). The southeastern corner of Sierra Vista is 600 feet from the northwestern corner of Ellwood and contains single-family residential lots that are less than 6,600 square feet.

F. Existing Site Conditions

The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The areas adjacent to the creek are heavily vegetated, while the remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there is a pipeline corridor and a transmission power line corridor that cross the property from north to south. There a currently multiple sections of development being built, along with parks and a water plant to serve the community.

In 1914, the Emigration Land Company platted hundreds of acres in what is now Iowa Colony, per Volume 2, Page 113 of the Brazoria County Plat Records. Two of the 40' rights-of-way dedicated in this plat run east to west across the site, but these were never improved. These rights-of-way will be abandoned when platting for this project is completed.



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Ellwood

Exhibit 1: Vicinity Map

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EHRA JOB NO
221-022-00

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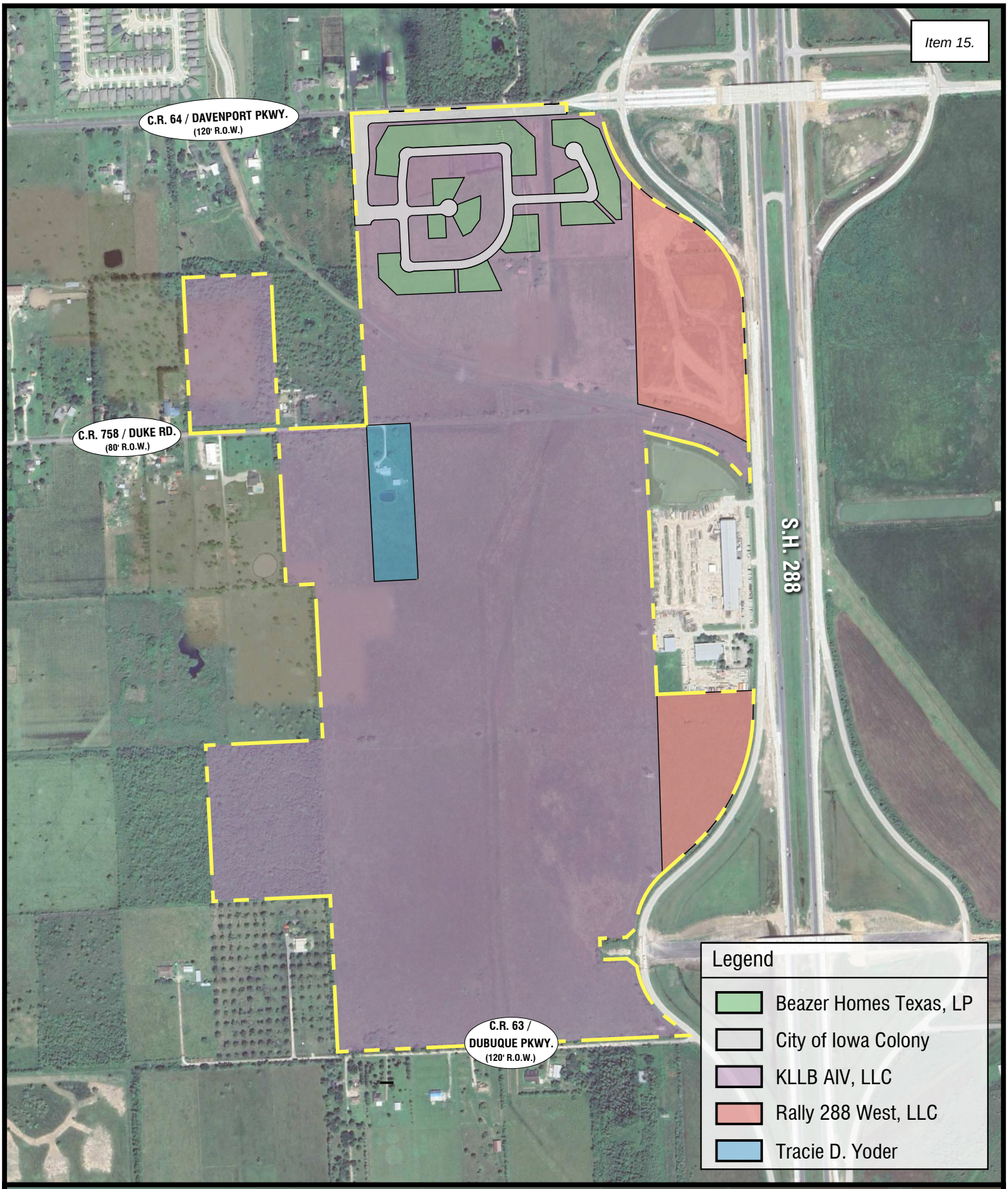
to change without notice.



Ellwood

Exhibit 2: Ownership Map

0 175 350 700
SCALE: 1"=700'

NORTH

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Plans for land
subject to change without notice.

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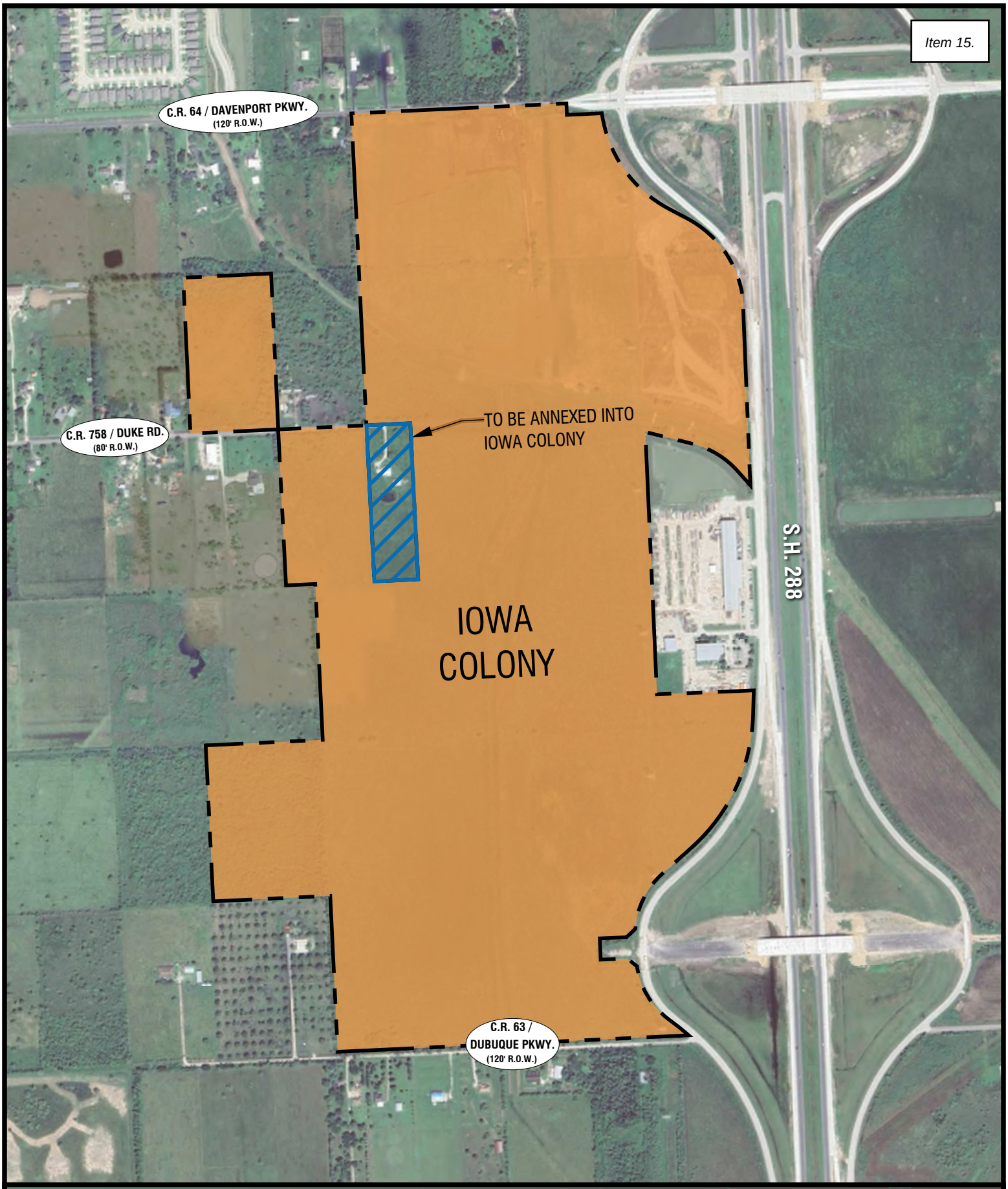

Ellwood

Exhibit 3: Jurisdictional Map

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SCALE: 1"=700'

NORTH

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II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Ellwood by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Ellwood Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

A trail system is proposed that will create a strong community character by providing neighborhood connectivity. It will also enhance sense of place by showcasing natural features, such as North Hayes Creek, and amenitizing the pipeline corridor and detention ponds.

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 Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Ellwood 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. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City once prepared.

4. Provide for Orderly Growth

Ellwood 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 incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Ellwood will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Rally 288 West consist of Single Family - 60's (SF - 60's), Single Family - 50's (SF - 50's), Commercial (C), Institutional (I) and Parks & Open Space (POS). The following is a brief description of these proposed uses.

Single Family - 60's – The Single Family - 60's category (SF - 60's) is intended for the development of detached, single family dwelling units. Lot sizes within the SF - 60's category are intended to be 60-foot wide lots or larger (as measured at the lesser of the front or rear setback) with a minimum lot area of 6,600 square feet.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a minimum lot width of 50 feet (as measured at the lesser of the front or rear

setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area). All SF - 50's homes must provide a minimum of 300 square feet of permeable land surface.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development, and utilities along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

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.

TABLE 1

Land Use

Land Use	Gross Acres	%
Single Family - 60's (SF - 60's)	46.4	17.5%
Single Family - 50's (SF - 50's)	68.1	25.8 %
Commercial (C)	23.2	8.9%
Institutional (I)	1.5	0.5%
Rights-of-Way (Arterials & Collectors)	15.3	5.7%
Parks & Open Space (P-OS)	109.9	41.6%
Totals	264.4	**100%**

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent

without further approval of the Planning and Zoning Commission or City Council. This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 60's and Single Family - 50's areas, no more than sixty (60) percent of that total may be Single Family - 50's. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The density of lots shall not exceed 2.0 units per gross acre. At a gross acreage of 264.4, this would result in a maximum of 528 allowed units.

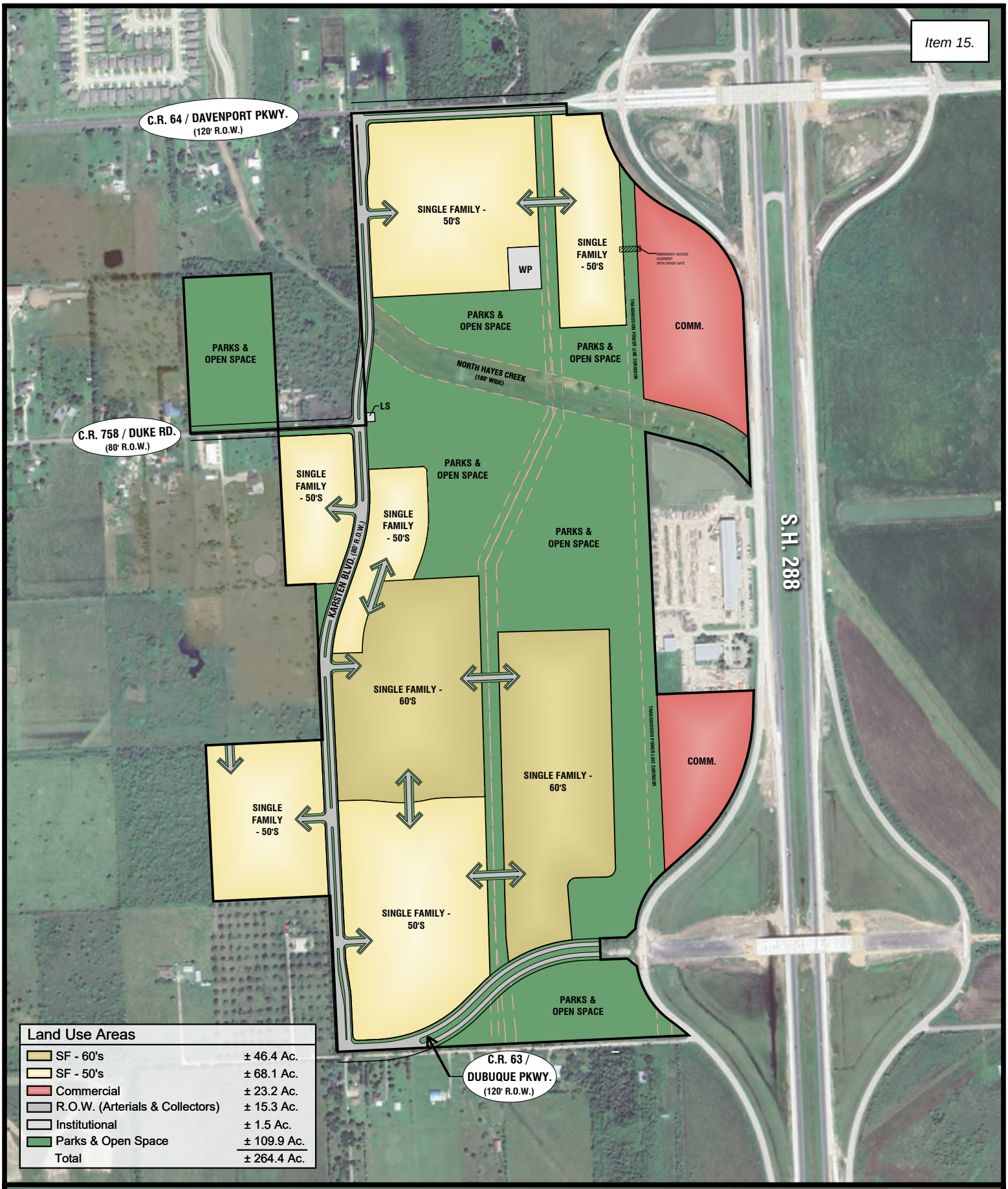
D. **Benefits to the City of Iowa Colony**

Ellwood 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, in general, provide tremendous benefits for cities over traditional "piece-meal" development. Historically, property values in master planned communities are 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. Master planned communities bring stability and predictability that facilitate a city's long-range planning and financial objectives.

The rural character of the area will be preserved by protecting the North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Ellwood will establish a cohesive community of people that blends with and preserves Iowa Colony's small town values.

Furthermore, allowing for the development of a substation will benefit the City of Iowa Colony and the surrounding community in several ways. Some of these benefits include improving reliability, efficiency, and helping to support the increasing demand for electric service due to current and future growth within the area.



Land Use Areas	
SF - 60's	± 46.4 Ac.
SF - 50's	± 68.1 Ac.
Commercial	± 23.2 Ac.
R.O.W. (Arterials & Collectors)	± 15.3 Ac.
Institutional	± 1.5 Ac.
Parks & Open Space	± 109.9 Ac.
Total	± 264.4 Ac.

Ellwood

Exhibit 4: Preliminary Land Use Plan

0 175 350 700
SCALE: 1"=700'

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E. Transportation

Ellwood will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Ellwood currently has access to State Highway 288 to the east, C.R. 758 (to be renamed at a later date) to the west, and Davenport Parkway to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Karsten Boulevard is proposed to extend through the property in a north-south fashion to connect Davenport Parkway, C.R. 758, and Dubuque Parkway.

2. Street Hierarchy

The street system in Ellwood will consist of a hierarchy of streets ranging from major arterials to local streets. 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 arterials 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 Ellwood:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major arterials and other collector streets and are identified as Major Collector Streets on the City's Thoroughfare Plan.

Local Streets – Local streets are designed to provide access to residential lots.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within Ellwood shall conform to the following standards:

TABLE 2

Minimum Right-of-Way Width & Paving Sections

	Minimum Right-of-Way Width	**Standard Paving Section** (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections[1]
Major Collector	80 feet	Two (2) 25 foot divided sections[1]
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Ellwood. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Karsten Boulevard

Karsten Boulevard is proposed to extend through Ellwood, running north to south on the western side of the Project, connecting Davenport Parkway with Dubuque Parkway. It will be the sole major collector within Ellwood. Esplanade openings will be strategically placed along Karsten, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via notes on the preliminary plat and must be approved by the City's Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City's Designated Official.

Extending Karsten Boulevard through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway, County Road 758, and Dubuque Parkway, thereby creating an alternate route if an accident occurs on S.H. 288.

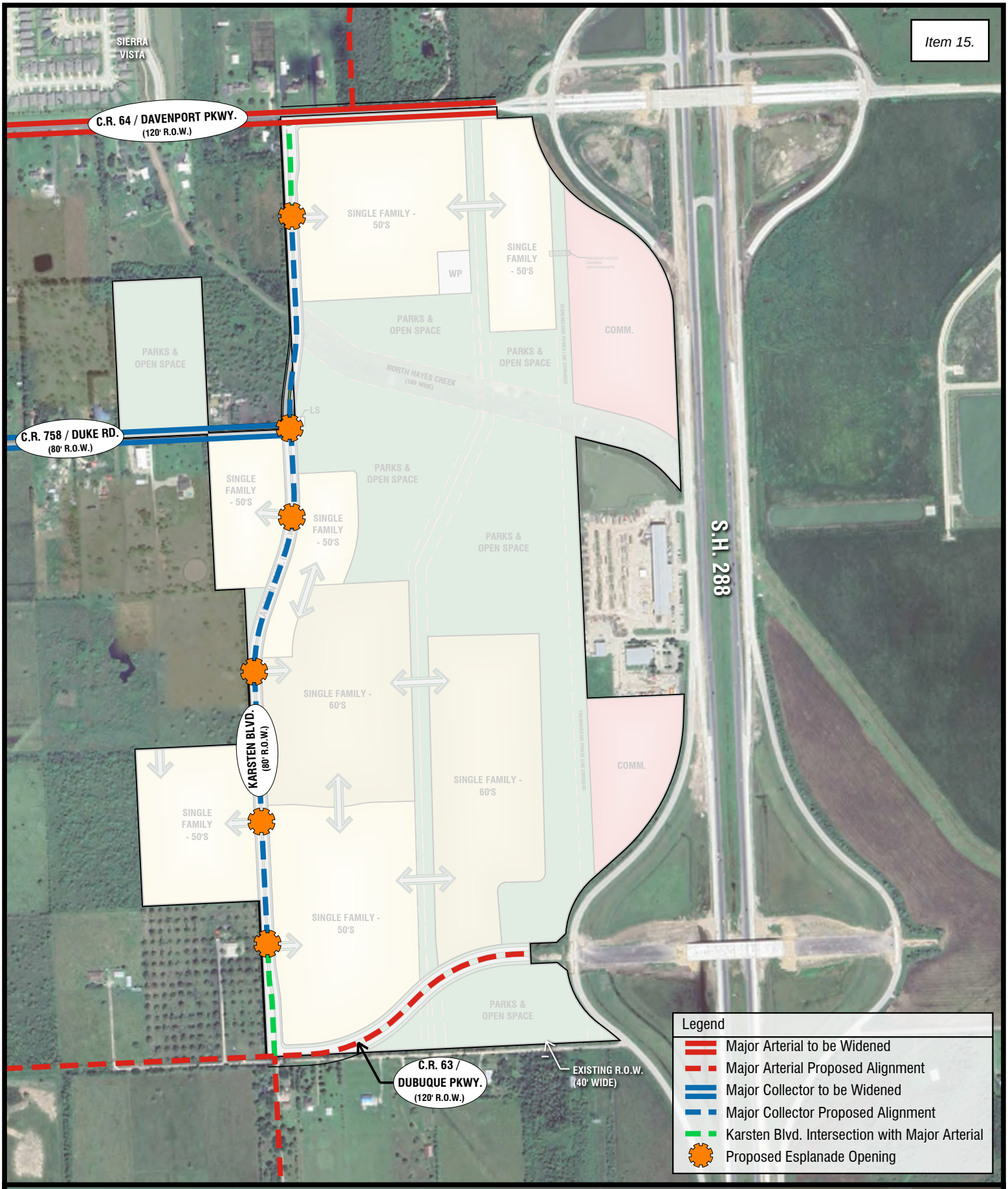
6. Davenport Parkway, County Road 758, and Dubuque Parkway

Davenport Parkway (designated as a major arterial on the City's major thoroughfare plan) runs along the northern boundary of the Project. Davenport Parkway will connect to an S.H. 288 access ramp and overpass once completed in the coming years.

County Road 758 is designated as a major collector on the City's major thoroughfare plan and runs west of the Project. It will terminate at its intersection with future Karsten Boulevard. Where this road is bisected by the project boundary, the developer shall pay fee in lieu of construction since construction of a half road in these areas is not feasible.

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway, although it is planned for construction later than the Davenport Parkway access ramp and overpass.

The necessary right-of-way will be dedicated for all of these roads, and the roads will be constructed where the proposed alignments are located wholly within the Project boundary. Where the road alignments are bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).



Ellwood

Exhibit 5: Circulation Plan

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SCALE: 1"=700'

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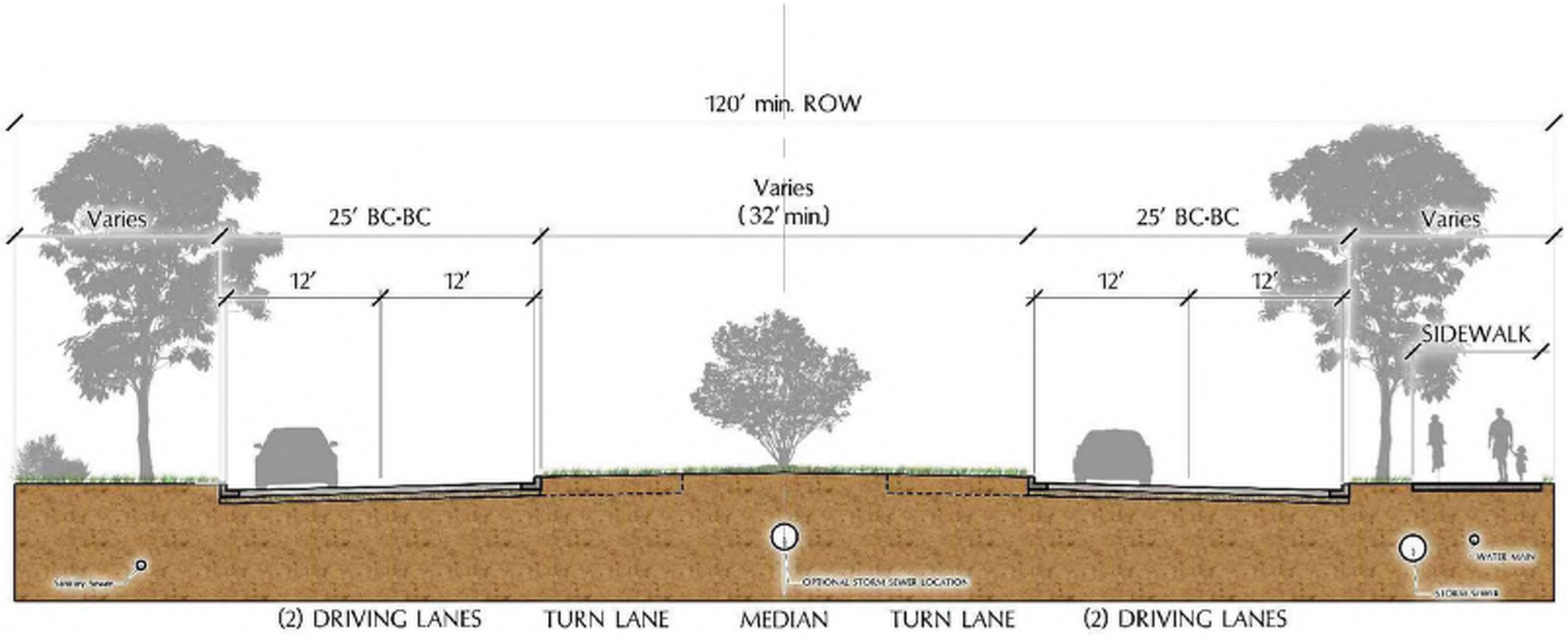

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.

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Ellwood

Exhibit 6: Street Section - Major Arterial

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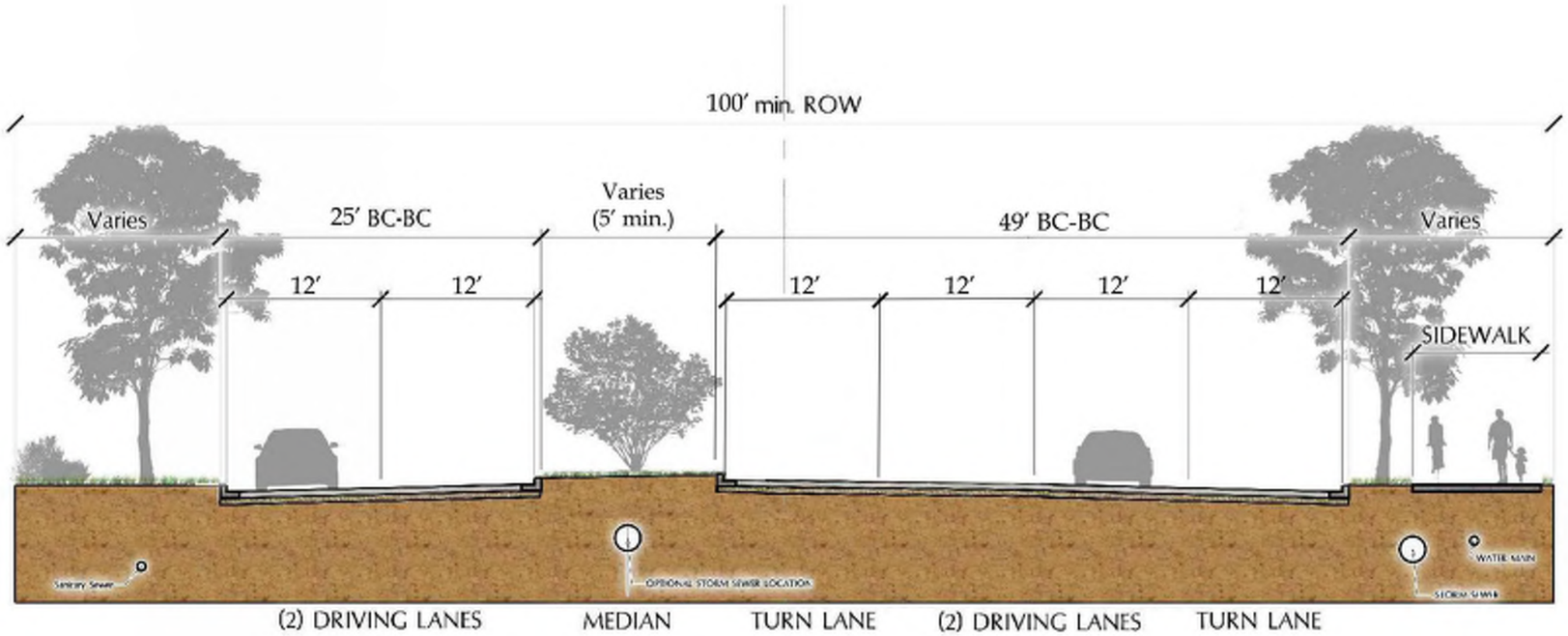

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the east side of Karsten Boulevard.

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Exhibit 7: Karsten Blvd. Intersection with Major Arterials

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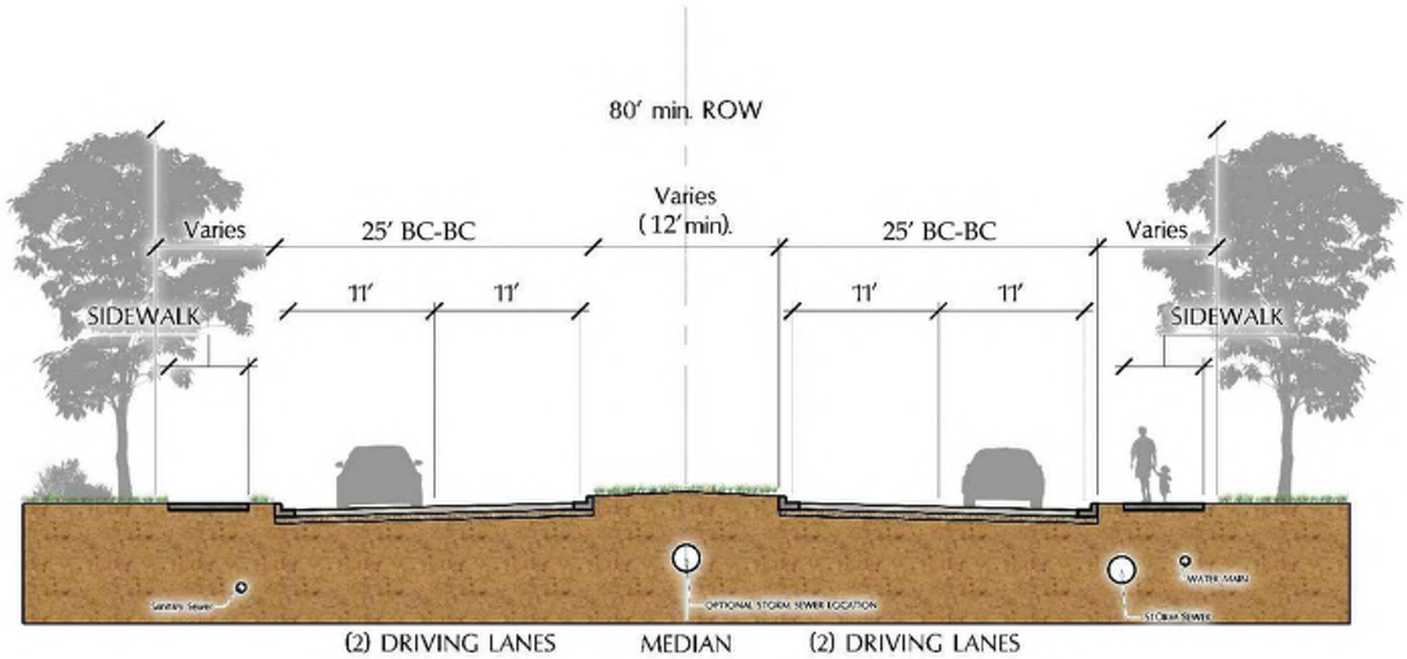

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.

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Exhibit 8: Street Section - Major Collector

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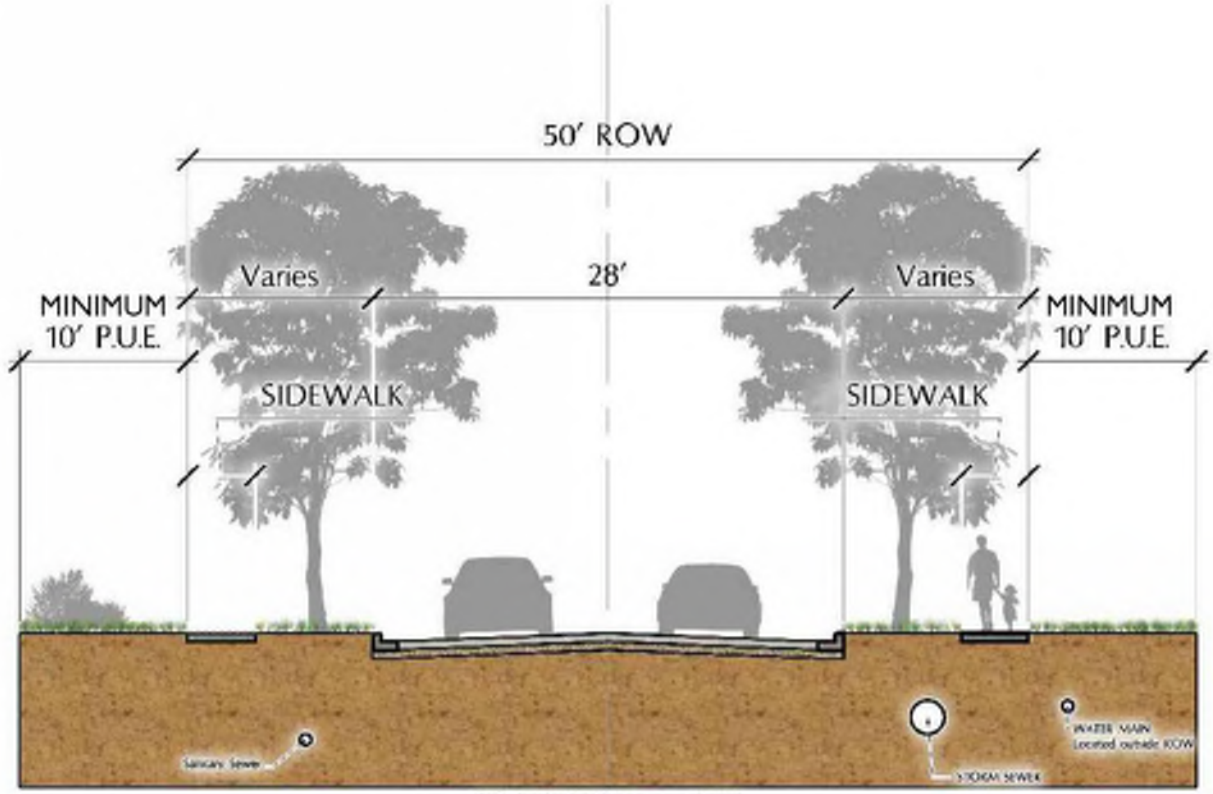

(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. P.U.E.'s in excess of 10' may be required depending on final engineering design.

Ellwood

Exhibit 9: Street Section - Local Street

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7. Street Design Criteria

Streets within Ellwood shall conform to the following standards:

Cul-de-sacs: Cul-de-sacs 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-by-case basis by the City's Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125' apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve. Property lines at intersections of local streets shall transition with a 25 foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

Curves: Curves along major arterials shall be designed to meet or exceed minimum ASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along major 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. These types of intersections shall have a minimum centerline radius of 50 feet.

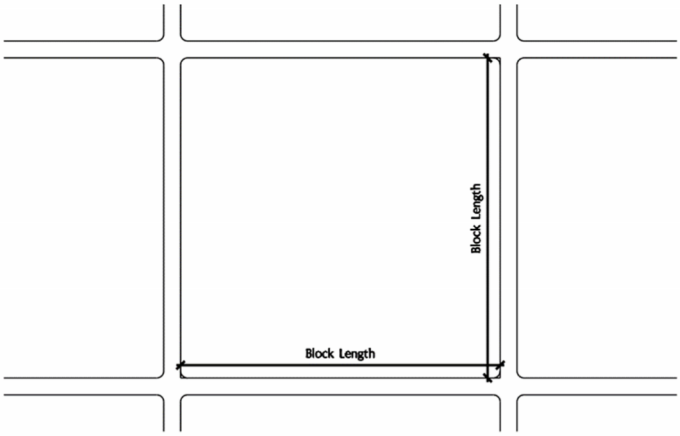
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

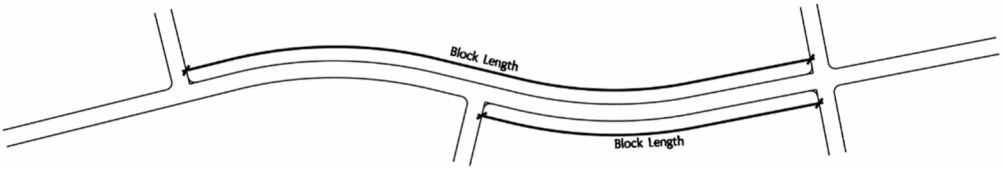
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks 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 or drainage features having a minimum width of 50 feet shall be 2,000 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 2,400 feet and pedestrian connections are not provided, the City's Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Rally 288 West boundary with a public street must be provided a minimum of every 2,400 feet along the Ellwood boundary unless determined to be unnecessary by the City's Designated Official.

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) 20-foot wide travel lanes separated by a median having a minimum width of 15 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 points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each SF - 60's and SF - 50's lot shall have frontage on a local street.

Lots may not have direct vehicular access to a major arterial or major collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major arterial or collector.

8. Traffic Impact Analysis

A Traffic Impact Analysis has been completed and approved by TxDOT and the City of Iowa Colony. The developer shall follow the recommendations stated within the report.

9. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3 Sidewalk Requirements			
Street Type	**Minimum Requirement**		
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**	A 8 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		

* 6 foot sidewalks shall be provided at bridge crossings

Generally, sidewalks should be constructed within the right-of-way. Sidewalks adjacent to open space areas may meander between the right-of-way and open space when desired. When trails exist or are proposed on an adjacent reserve of open space area, 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.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Ellwood will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North Hayes

Creek, man-made detention basins will be created that will extend out into the community from the Creek. These detention basins will be contoured and landscaped, and they will form the backbone of the open space system, providing a common "thread" that binds the community together both physically as well as socially.

Additionally, active recreational facilities will be developed and built within Ellwood, ranging from small pocket parks to the larger neighborhood parks, which will be connected through an extensive pedestrian trail system. This will be the backdrop for many leisure activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within Ellwood.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 528 maximum dwelling units possible within this PUD, the parkland dedication requirement for Ellwood is 9.8 acres. Parkland shall comply with the City's Planned Unit Development Ordinance (O-2019-14).

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 264.4 acres, the open space requirement for Ellwood is 13.0 acres. Approximately 109.9 acres of land within Ellwood is planned to be designated as neighborhood parkland and open space. A minimum of 11.6 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4

Parks and Open Space

	Required		**Provided**	
Land Use	**% of gross acreage**	**Acreage**	**% of gross acreage**	**Acreage**
Parks and Open Space (POS)	5%	13.0	42%	109.9

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with "passive" recreational opportunities and to maintain a visual barrier between adjacent uses.

Of the 11.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public. Private parks will be owned and maintained by a Municipal Utility District or the Home Owner's Association and will allow general public use. Land which is encumbered by easements, detention areas, lakes, and drainage channel borders shall qualify at a 50% credit if it complies with the following criteria: it includes hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the City; paths must also be connected to recreational areas as part of an open space system; an average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and side slopes for areas used in the credit not to exceed five to one (5:1) ratio, unless otherwise approved by the City.

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 Ellwood moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The City's regional parkland fee shall still apply to all lots within this PUD.

A pool, recreation center, and playground will be constructed with Phase 2. An additional playground will be constructed with Phase 3. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City's planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5 Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

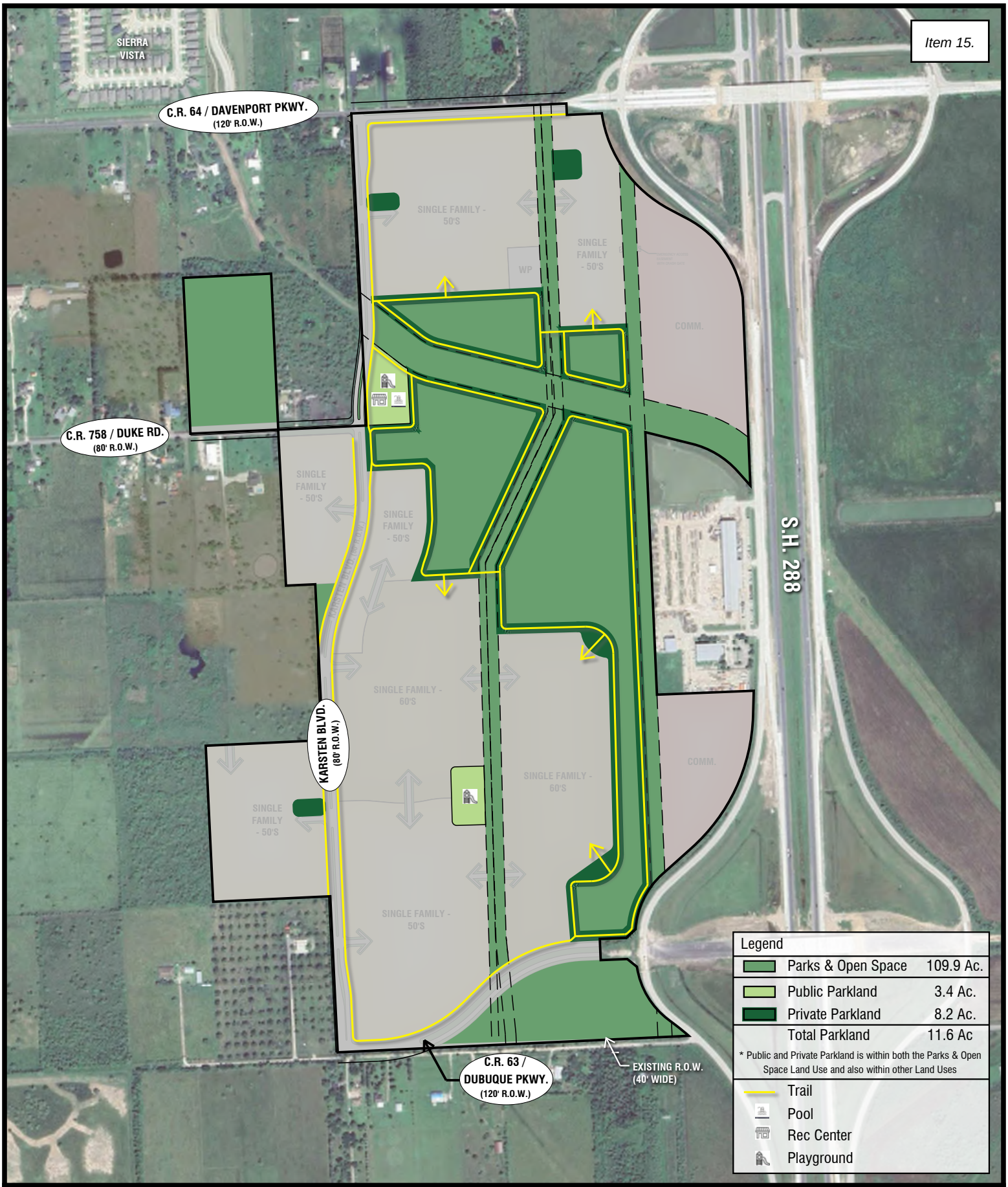
No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

3. Trails

In addition to the required street sidewalks, Ellwood will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Ellwood will be maintained by the Municipal Utility District or Home Owner's Association, except where trails are included in public parkland dedication areas, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Ellwood. 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 Ellwood moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.



Legend		
	Parks & Open Space	109.9 Ac.
	Public Parkland	3.4 Ac.
	Private Parkland	8.2 Ac.
	Total Parkland	11.6 Ac

* Public and Private Parkland is within both the Parks & Open Space Land Use and also within other Land Uses

- Trail
- Pool
- Rec Center
- Playground

Ellwood

Exhibit 10: Parks, Open Space, & Trails Plan

0 175 350 700
SCALE: 1"=700'

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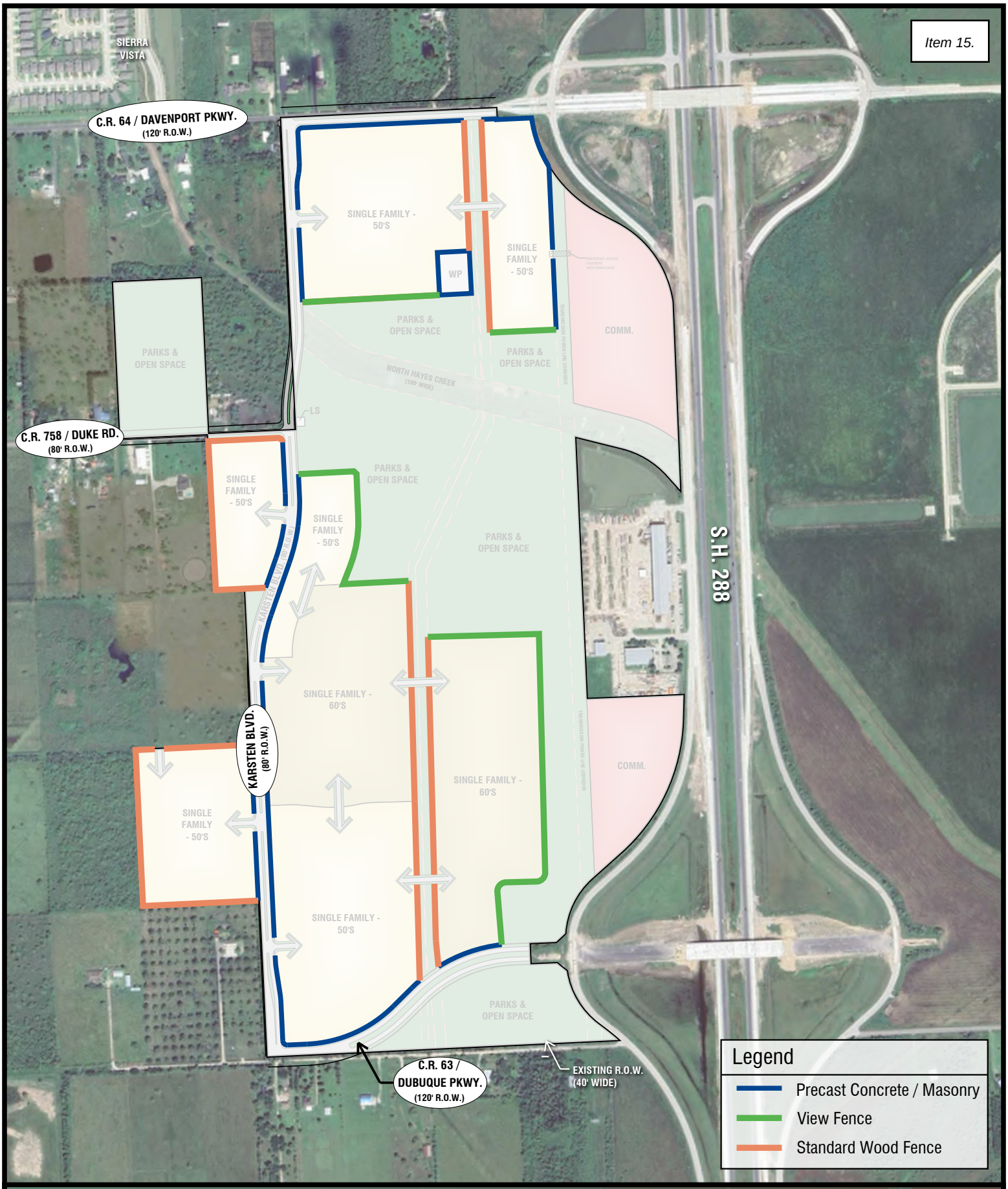

Ellwood

Exhibit 11: Fencing Plan

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G. Infrastructure

1. Municipal Utility Districts

Ellwood is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. One water plant is anticipated. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Ellwood

3. Wastewater

The wastewater collection and distribution system within Ellwood has been designed to meet or exceed the City of Iowa Colony and TCEQ requirements. 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 Ellwood in which case wastewater would be treated at that plant.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Ellwood.

4. Storm Drainage & Detention System

The drainage plan and storm sewer system has been designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Ellwood will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems has been designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system has been sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Ellwood is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Ellwood will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision - Based on Fill) to reflect the adjusted flood plain areas that will occur internal to the property as a

result of development. No habitable structures shall be constructed within the floodway.

The Ellwood drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Ellwood

6. Homeowner's Association & Architectural Review Committee

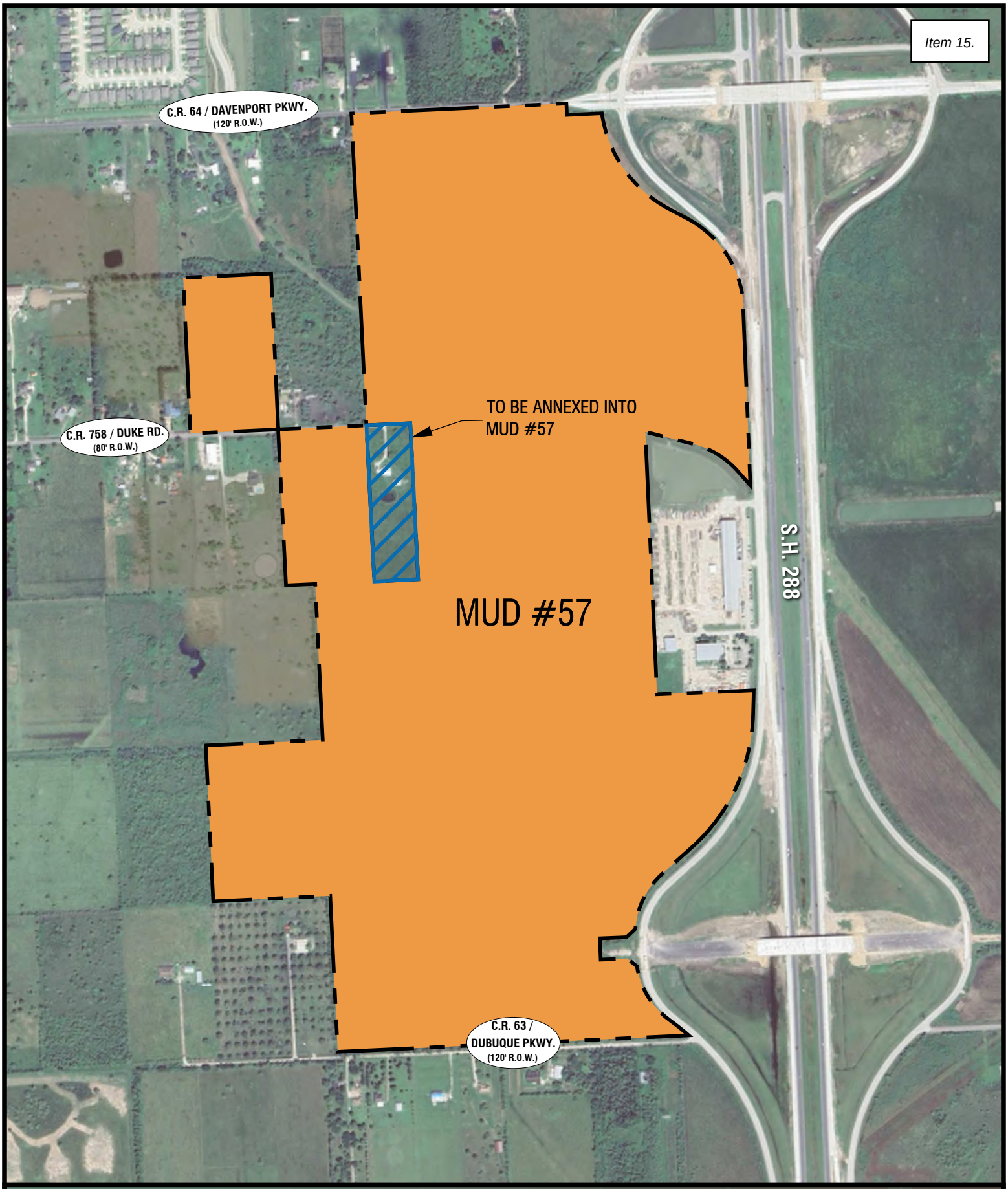
A Homeowner's Association (HOA) has been created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the city for their review and comment prior to being recorded with the county clerk. 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) has been established to ensure conformance to the development standards contained within the PUD and enforce design guidelines which shall be established separately.

Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner' Associations.

H. Project Phasing

The phasing strategy for Ellwood provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Ellwood and indicates the estimated construction timing of each phase. 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 Phasing Plan.



Ellwood

Exhibit 12: MUD Map

0 175 350 700
SCALE: 1"=700'

NORTH

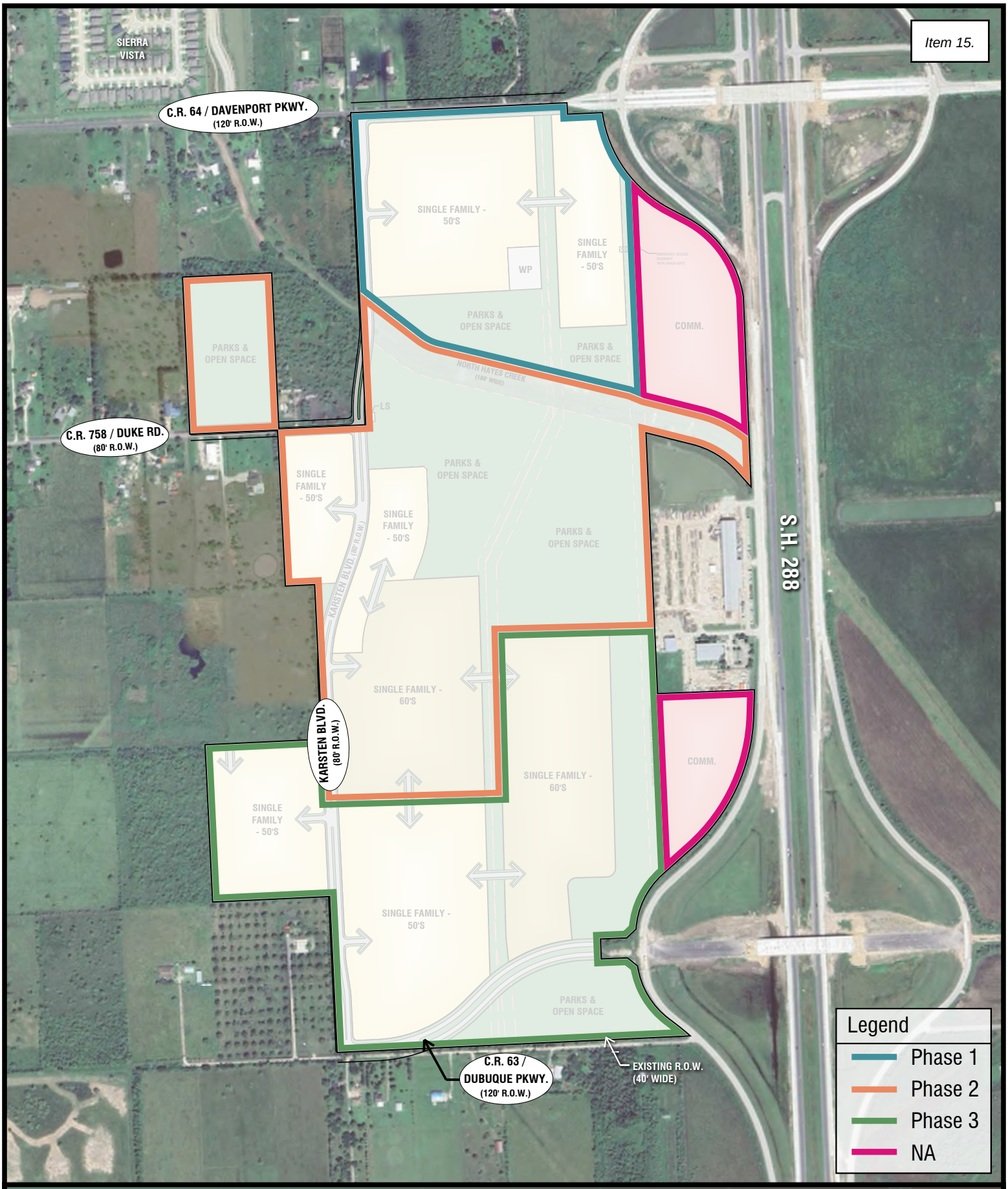
EHRA
ENGINEERING THE FUTURE
SINCE 1938

EHRA JOB NO.
221-022-00

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

P:\221-022-00\LandPlan\PUD\PUD Amendment 2025\For Exhibit Prep\MUD Map 20250902.dwg Sep 03, 2025-6:27pm Edited by: cbeasley



Ellwood

Exhibit 13: Phasing Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

EHRA JOB NO.
221-022-00

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

No warranty or
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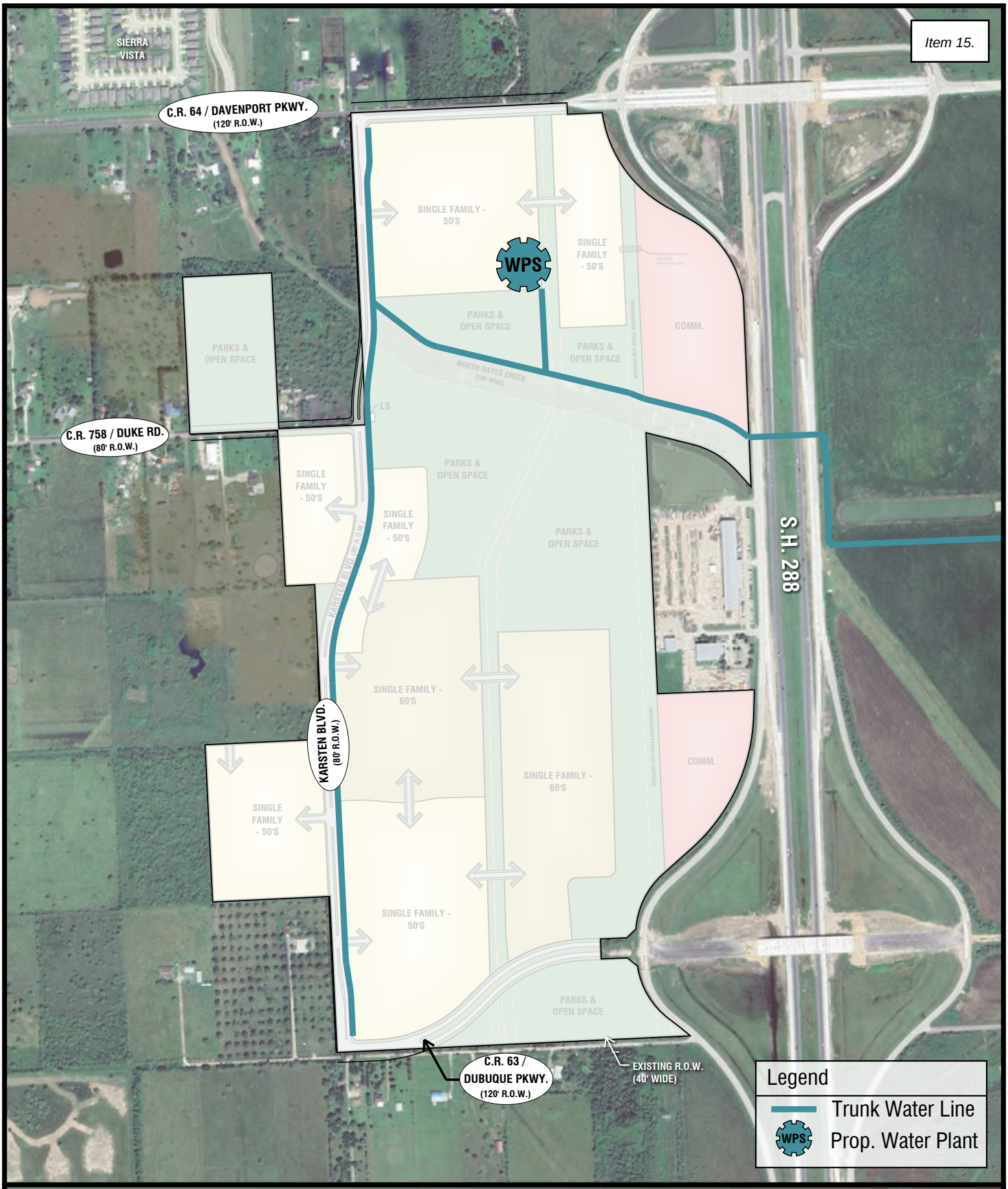

Ellwood

Exhibit 14: Water Supply and Distribution Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

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Ellwood

Exhibit 15: Sanitary Sewer Collection and Treatment Plan

0 175 350 700
SCALE: 1"=700'

NORTH

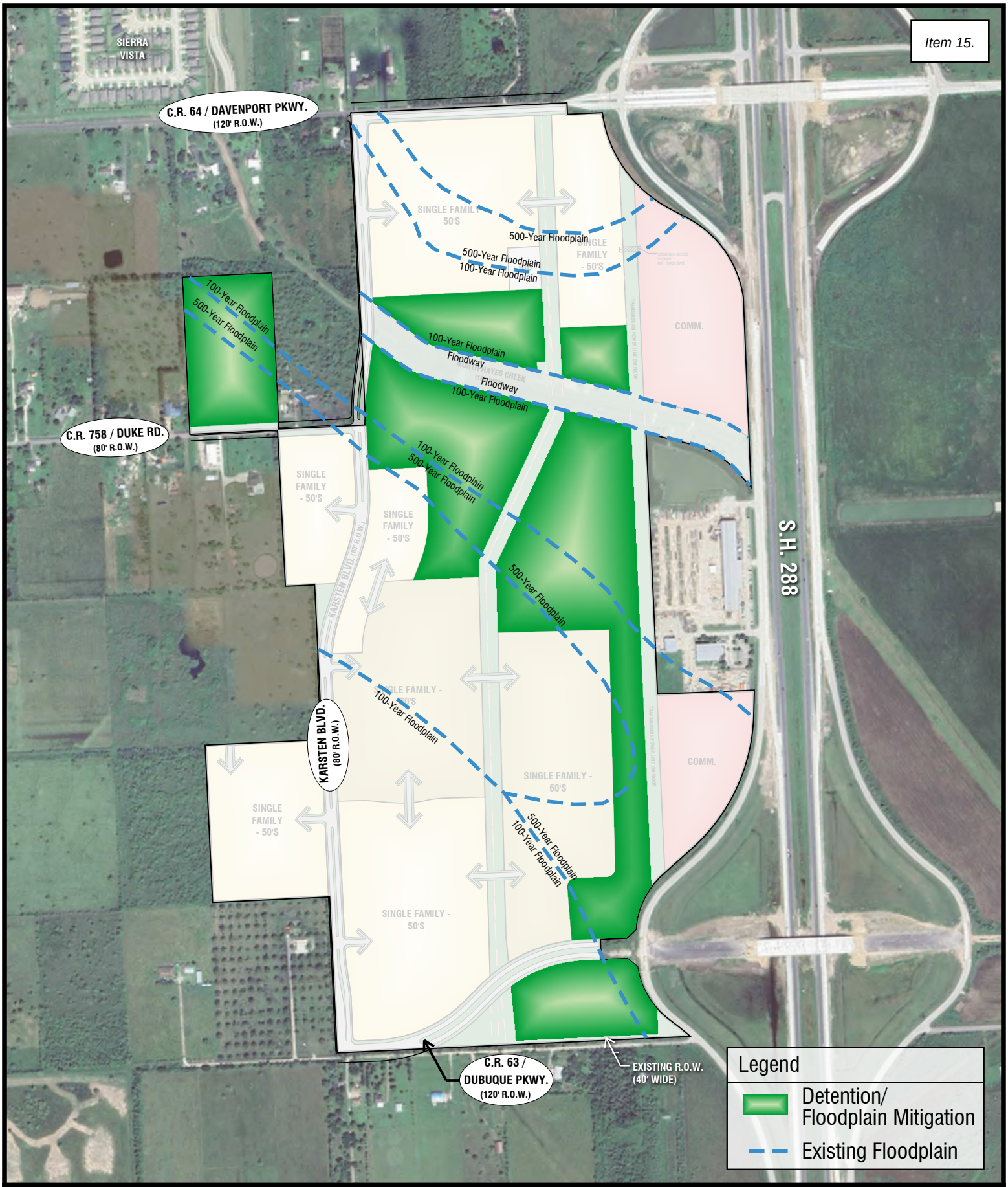
EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

P:\221-022-00\LandPlan\PUD\PUD Amendment 2025\For Exhibit Prep\Sanitary Sewer Collection and Treatment Plan 20250902.dwg Sep 03, 2025-6:32pm Edited by: cbeasley



Ellwood

Exhibit 16: Storm Water Detention and Floodplain Mitigation Plan

0 175 350 700
SCALE: 1"=700'

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1938

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE NO. F-726
TBPLS NO.

EHRA JOB NO.
221-022-00

No warranty or
intended use, de
improvements are
Plans for land
subject to change without notice.

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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 accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Ellwood PUD. Appendix A contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

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 PUD, 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 PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

If a proposed use has not specifically been listed as being a permitted use in a particular land use category within the PUD, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this PUD, a lawful use of land exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the PUD.
- 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 PUD.
- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this PUD.

4. Non-Conforming Structures

Where, at the adoption of this PUD, a lawful structure exists which would not be permitted by the regulations imposed by this PUD, 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 PUD.
- 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 PUD.
- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the PUD.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the PUD.

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership was submitted for approval of the Planning Commission prior to the application for the first preliminary subdivision plat. The General Development Plan illustrated the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for 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.

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa 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.

8. 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.

  d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Covenants, Conditions, and Restrictions

Covenants, Conditions, and Restrictions have been created which address site and building design within Ellwood. The purpose of these guidelines will be to preserve the character of Ellwood by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Ellwood will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Ellwood. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

C. Development Standards

1. Single Family - 60's (SF - 60's)

Purpose: The Single Family - 60's category is intended for the development of detached, single family dwelling units and compatible uses. There will be no private/gated Single Family - 60's sections.

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

Minimum Lot Area: 6,600 square feet

Minimum Lot Width: 60 feet at the lesser of the front or rear building setback line

Minimum Setbacks:

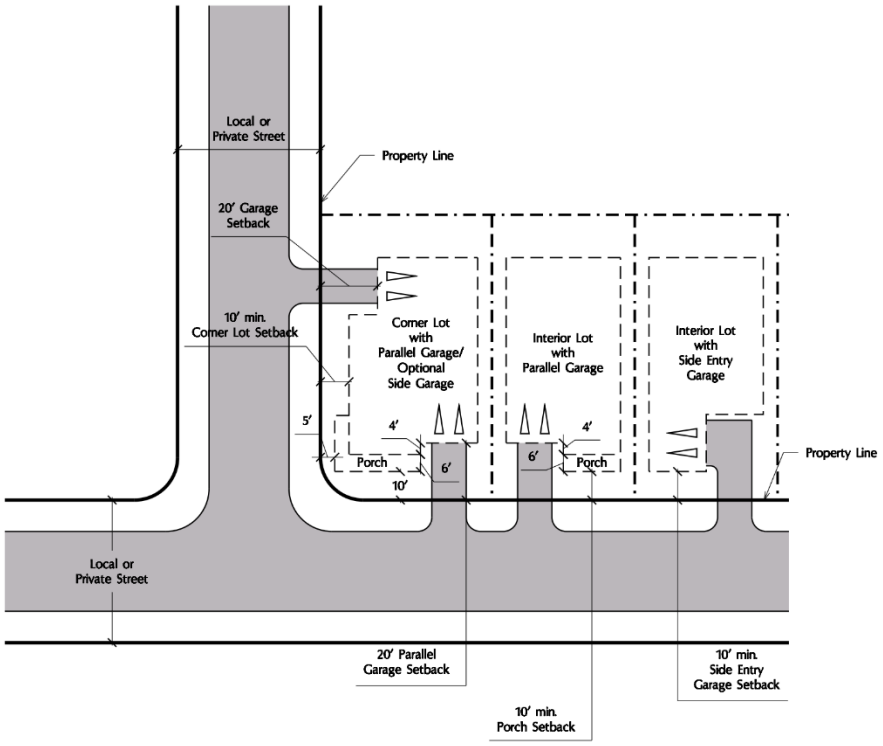
Front:	20 feet
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 below)

**One Story accessory structures may be setback 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.

SINGLE FAMILY - 60's LOT DIAGRAM



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. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

2. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

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
Minimum Lot Area:	6,000 square feet
Minimum Lot Width:	50 feet at the lesser of the front or rear building setback line
Minimum Building Floor Area:	1,400 square feet
Maximum Lot Coverage:	50% of lot (inclusive of attached garage area)

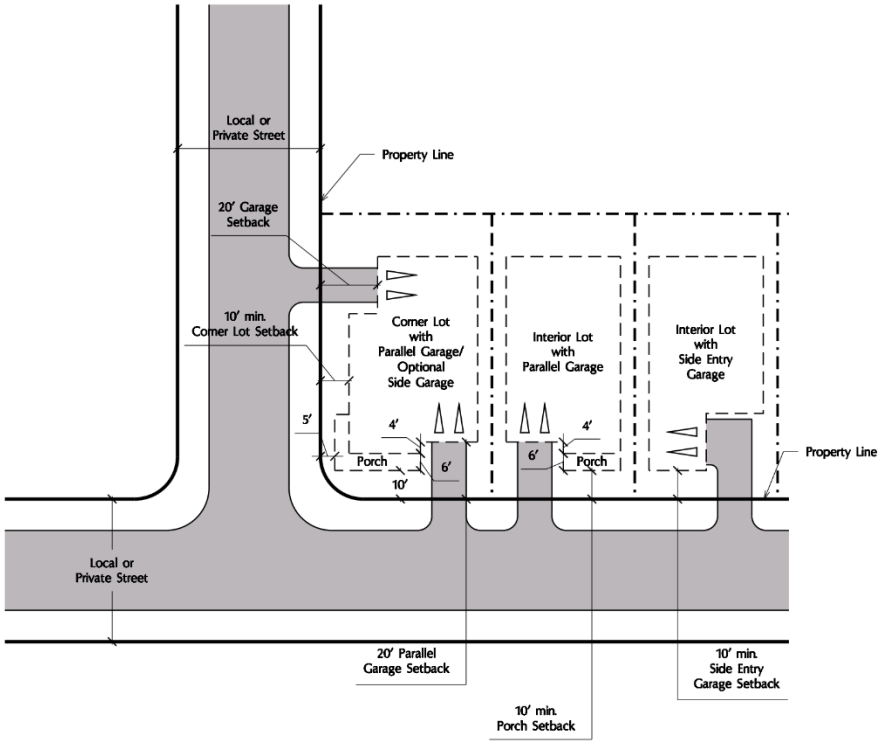
Minimum Setbacks:

Front:	20 feet*
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**
Corner:	10 feet*

*Porches (if provided) may encroach into the front setback up to ten (10) 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 setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



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. 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 - 60's homes shall comply with the standards established in Single Family - 60's category.

For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100)

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail and or utilities that meets the daily needs of the community.

Permitted uses: Abstract or title company

Accounting

Advertising agency

Agricultural uses

Animal feed store

Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant, but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statues)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

*Substation and related transmission and distribution facilities

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

*Substation may only be located in the commercial tract immediately south of the development located at 27002 State Highway 288, Iowa Colony, Texas.

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to:	71 feet (for buildings with gross leasable area over 25,000 square feet)
	53 feet (for buildings with gross leasable area under 25,000 square feet)
Rear:	20 feet
Side:	10 feet
Corner:	20 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

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 material unless approved by the Fire Chief.

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.

4. 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
	Open space
	Parks
	Public facilities
	Public safety site
	Recreational facilities

Religious assembly

Schools (public & private)

Substation and related transmission and distribution facilities

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

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 Chief.

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.

5. 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
	Drill site
	Entry features & monuments
	Institutional uses
	Minor utilities
	Open space
	Parks
	Public facilities, excluding major utilities
	Recreational facilities
	Telecommunication towers
	Temporary uses
	Tree farms
Minimum Lot Area:	None
Minimum Lot width:	None
Minimum Lot depth:	None
Minimum Setbacks:	
Along Major Arterials:	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: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

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.

6. Parking

Parking within Ellwood shall be provided according to the following schedule:

TABLE 6

Parking Requirements

Land Use	Minimum Requirement
Single Family - 60s	2 enclosed spaces per unit
Single Family - 50s	2 enclosed spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

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:

TABLE 7

Shared Parking Table

	Weekdays			**Weekends**	
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%
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;

4) The column with the highest value shall be the parking requirement.

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.

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 three 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.

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street

Childcare 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 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.

Developer – Beazer Homes Texas, LP

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.

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 alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

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.

Homeowner'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) 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 arterial or major collector and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

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, wastewater treatment facilities, water reservoirs and pump 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, wastewater lift stations, 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.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas may include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Overall project - The approximately 264.44 acres of land that constitutes the entirety of Ellwood.

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.

Professional office- A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The approximately 264.4 acres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

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.

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, 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.

Substation – A facility within the electric grid that performs the functions such as voltage level transformation, switching electrical circuits, controlling power flow, and protecting electrical circuits to safely deliver electricity from generation sources to end-users

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.

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.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance 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

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Ellwood. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

TABLE 8
Ellwood 288 West Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership 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 alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. 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 shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	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 road that does meet the city's requirements, to the farthermost boundary of the subdivision.	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 developer shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthermost boundary of the subdivision. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer shall not improve Duke Road, but will pay fee in lieu of construction.	From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD 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.	Open space 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.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all residential lots to be located within a PUD shall be 50 feet.	10 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect 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.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities.	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major 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 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major 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.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance 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 SF - 60's and SF - 50's 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 garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum 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.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions 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 thousand three hundred (6,300) square feet.	The minimum lot width for SF - 50's lots shall be 50 feet with a minimum area of 6,000 square feet.	10 foot reduction in width and 300 square feet reduction in area	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.
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Rally 288 West. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Rally 288 West and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Rally 288 West without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and improve the perimeter streets to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will only be responsible for street improvements within Rally 288 West. This is common practice. From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design 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 areas shall be constructed prior to 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.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures and a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber board or equal.	For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.	For one story primary structures, a twenty percent reduction in overall minimum exterior wall surface required to be brick or masonry veneer, as well as a requirement that all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond be constructed of brick or masonry veneer for one hundred percent of exterior wall surface. An addition of board and batten as an acceptable material for the remaining maximum twenty percent wall surface.	Reducing the overall minimum exterior wall surface required to be brick or masonry veneer and allowing siding accents on gables allows for a greater variety of products. At the same time, walls with high visibility will still meet the requirements and maintain the desired look of the neighborhood. Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.
		For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick and masonry, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.	For two story primary structures, the inclusion of board and batten as an acceptable material for the remaining maximum forty percent wall surface.	Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 50's lots require a minimum building floor area of fourteen hundred (1,400) square feet (not including the attached garage area).	A 1,000 square foot reduction in mimumum building floor area.	A smaller minimum building floor area allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.2.a.i) Rear building setback	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line.	SF - 50's lots require a minimum fifteen (15) feet building setback from rear lot line.	A five (5) foot reduction in minimum building setback from rear lot line for SF - 50's lots.	A smaller minimum building setback line from rear lot line allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.I) Spacing between developments #1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area.	There shall be no minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet.	The minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet is removed.	The perimeter boundary of Rally 288 West is 512 feet from the perimeter boundary of Sierra Vista, which also has single-family residential lots that are less than 6,600 square feet. Removing the minimum distance will allow for more high-quality development conveniently adjacent to State Highway 288. This development will then attract homebuyers and enhance the City's long-term viability.
Unified Development Code Sec. 3.2.1.5 Private Neighborhood Park Land in Lieu of Land Dedication for Neighborhood Parks (a)	A developer responsible for dedication under this Article may elect to meet up to fifty percent (50%) of the requirements of Section 3.2.1.3 by the provision of private neighborhood park land.	Of the 9.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public.	Up to 70%, which is an increase of 20%, of the parkland dedication required may be provided by private neighborhood park land.	To provide connectivity and recreation, much of the parkland will consist of trails around the detention ponds. Brazoria County Municipal Utility District #57 will own and maintain the detention ponds, so it makes sense for the MUD to own and maintain the trails.

TABLE 8

Ellwood Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation	The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.	Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.	Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.	Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certicicate of Occupancy.

TABLE 9
Ellwood Engineering Design Criteria Manual Variances

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Rally 288 West can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1, or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	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.	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.

E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of the PUD. Appeals to the Designated Official's interpretation shall 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 Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) 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 PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, 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.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards 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 or park sites.

- 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.

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 PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's applicable fee schedule. All fees shall be fair and reasonable.

I. Additional Requirements

The developer 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.

Noncompliance of the PUD will result in withholding of building permits within the boundaries of the PUD.

Regardless of any other provision, no plat or building permit in the premises shall be approved until the City and the drainage district with jurisdiction of the premises have approved the drainage.

Appendix A

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; **ANNEXING PARTS OF MUD 57 AND HIGHWAY 288,** AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, DULY ASSEMBLED:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

2. This annexation is authorized by Subchapter 43, C-3 and Section 43.1056 of the Texas Local Government Code and all other applicable law.

3. The owners of the land annexed by this ordinance are Rally 288 West, LLC, Rally 288 East, LLC, and the Texas Department of Transportation (herein jointly called "Owners"). Rally 288 West, LLC and Rally 288 East, LLC have requested this annexation. The Texas Department of Transportation ("TxDOT") has been deemed by law to consent to this annexation, because the City notified TxDOT of the intent to annex TxDOT's portion of the property herein described at least 61 days before passing the ordinance annexing that property, and TxDOT has not objected in writing to that annexation.

4. This entire ordinance is in the public interest.

5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

7. The City of Iowa Colony hereby adopts and enacts the Municipal Services Agreements attached hereto as Exhibit "B" and incorporated herein in full.

8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

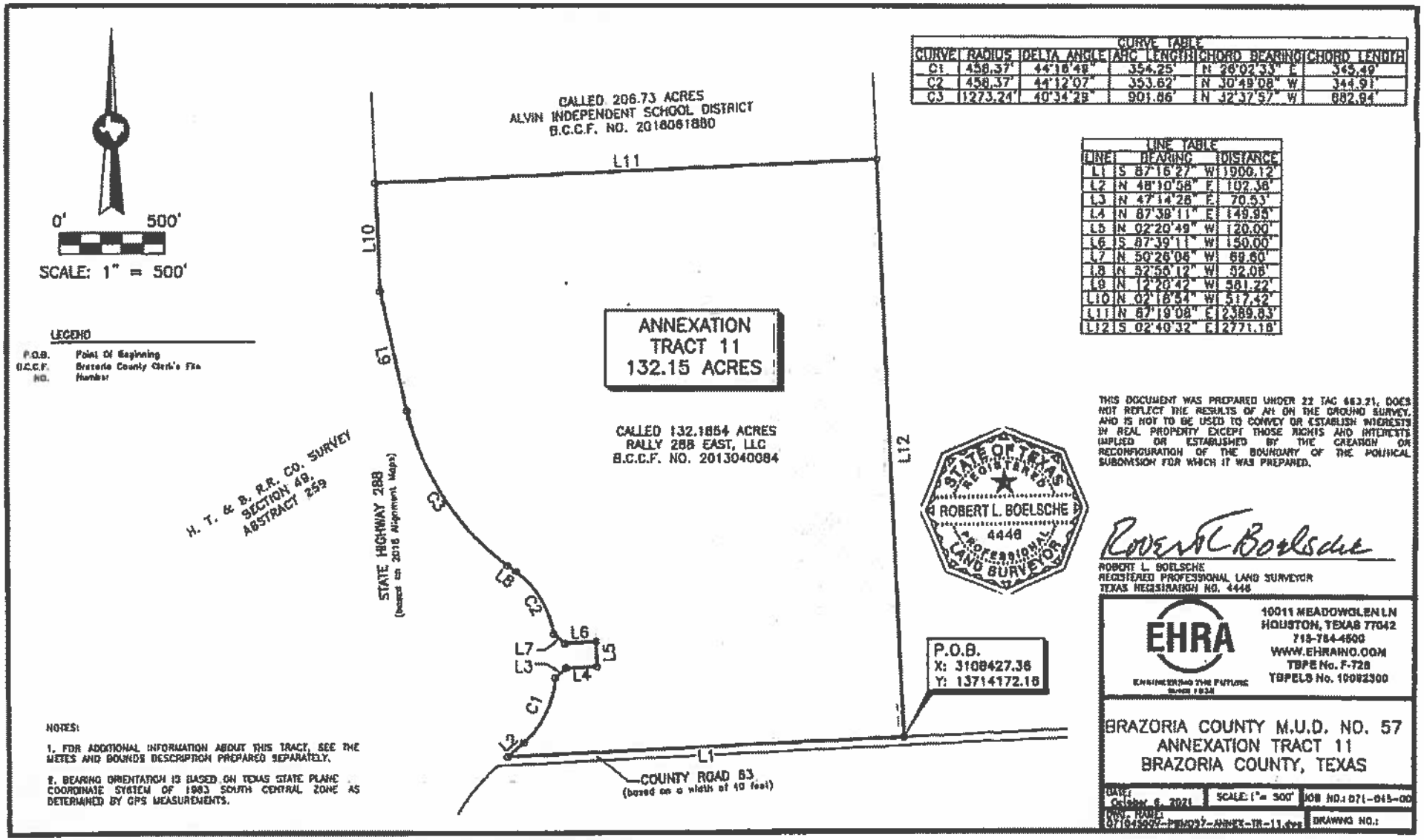
By: _____
MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing Parts of MUD 57 and Highway 288

EXHIBIT "A"
ANNEXED AREA



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	458.37'	44°16'48"	354.25'	N 26°02'33" E	345.49'
C2	458.37'	44°12'07"	353.62'	N 30°49'08" W	344.91'
C3	1273.24'	40°34'28"	901.66'	N 32°37'57" W	882.94'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°16'27" W	1900.12'
L2	N 48°10'58" E	102.38'
L3	N 47°14'28" E	70.53'
L4	N 87°38'11" E	149.95'
L5	N 02°20'49" W	120.00'
L6	S 87°39'11" W	150.00'
L7	N 50°26'06" W	69.60'
L8	N 82°55'12" W	52.06'
L9	N 12°20'42" W	581.22'
L10	N 02°18'54" W	517.42'
L11	N 87°19'08" E	2389.83'
L12	S 02°40'32" E	2771.18'

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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.

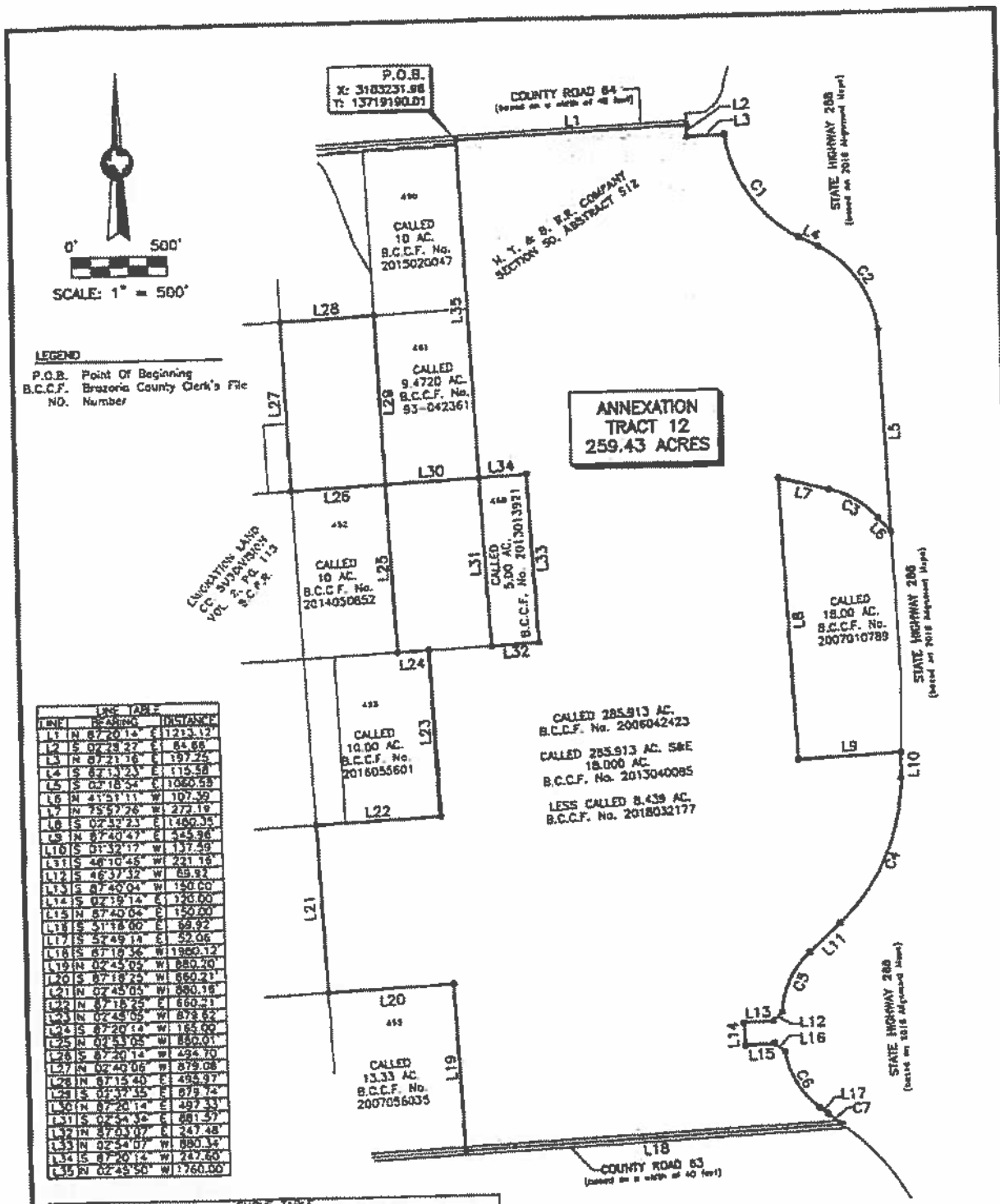
STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10082300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 11
BRAZORIA COUNTY, TEXAS

DATE: October 6, 2021 | SCALE: 1" = 500' | JOB NO.: 071-045-00
DWG. NAME: 0710450021-ANNEX-TR-11.dwg | DRAWING NO.:



LEGEND

P.O.B. Point Of Beginning
B.C.C.F. Brazoria County Clerk's File
NO. Number

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°20'14" E	1213.12'
L2	S 02°39'27" E	84.66
L3	N 87°21'16" E	197.25
L4	S 67°13'23" E	115.38
L5	S 02°18'52" E	1060.55
L6	N 41°51'11" W	107.39
L7	N 75°57'26" W	272.19
L8	S 02°33'23" E	1460.35
L9	N 87°40'47" E	545.96
L10	S 01°32'17" W	137.49
L11	S 46°10'45" W	231.18
L12	S 46°37'32" W	69.92
L13	S 87°40'04" W	150.00
L14	S 02°19'14" E	120.00
L15	N 87°40'04" E	150.00
L16	S 31°18'00" E	88.92
L17	S 57°49'14" E	52.06
L18	S 87°19'36" W	1980.12'
L19	N 02°45'05" W	880.20'
L20	S 87°18'25" W	660.21'
L21	N 02°45'05" W	880.18'
L22	N 87°18'25" E	660.21'
L23	N 02°45'05" W	878.62'
L24	S 87°20'14" W	165.00'
L25	N 01°53'05" W	880.01'
L26	S 87°20'14" W	494.70'
L27	N 02°40'06" W	879.08'
L28	N 87°15'40" E	495.97'
L29	S 01°37'35" E	879.74'
L30	N 87°20'14" E	497.33'
L31	S 02°54'36" E	881.37'
L32	N 87°03'07" E	247.48'
L33	N 02°54'07" W	880.34'
L34	S 87°20'14" W	247.60'
L35	N 02°45'50" W	1760.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	684.57'	S 15°07'31" E	659.38'
C2	596.00'	54°09'25"	563.34'	S 35°08'40" E	542.61'
C3	510.00'	34°08'13"	303.57'	N 58°54'19" W	299.11'
C4	1041.74'	46°38'29"	848.02'	S 24°51'32" W	824.80'
C5	456.37'	44°14'59"	154.00'	S 26°03'17" W	345.27'
C6	456.37'	44°14'59"	154.00'	S 30°41'45" E	345.27'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'

EHRA
ENGINEERING THE FUTURE SINCE 1926
10911 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 12
BRAZORIA COUNTY, TEXAS

DATE: October 6, 2021 | SCALE: 1" = 500' | JOB NO.: 071-045-00
DWG. NAME: 07104500-PROJECT-ANNEX-TR-12.dwg | DRAWING NO.: NONE

NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS

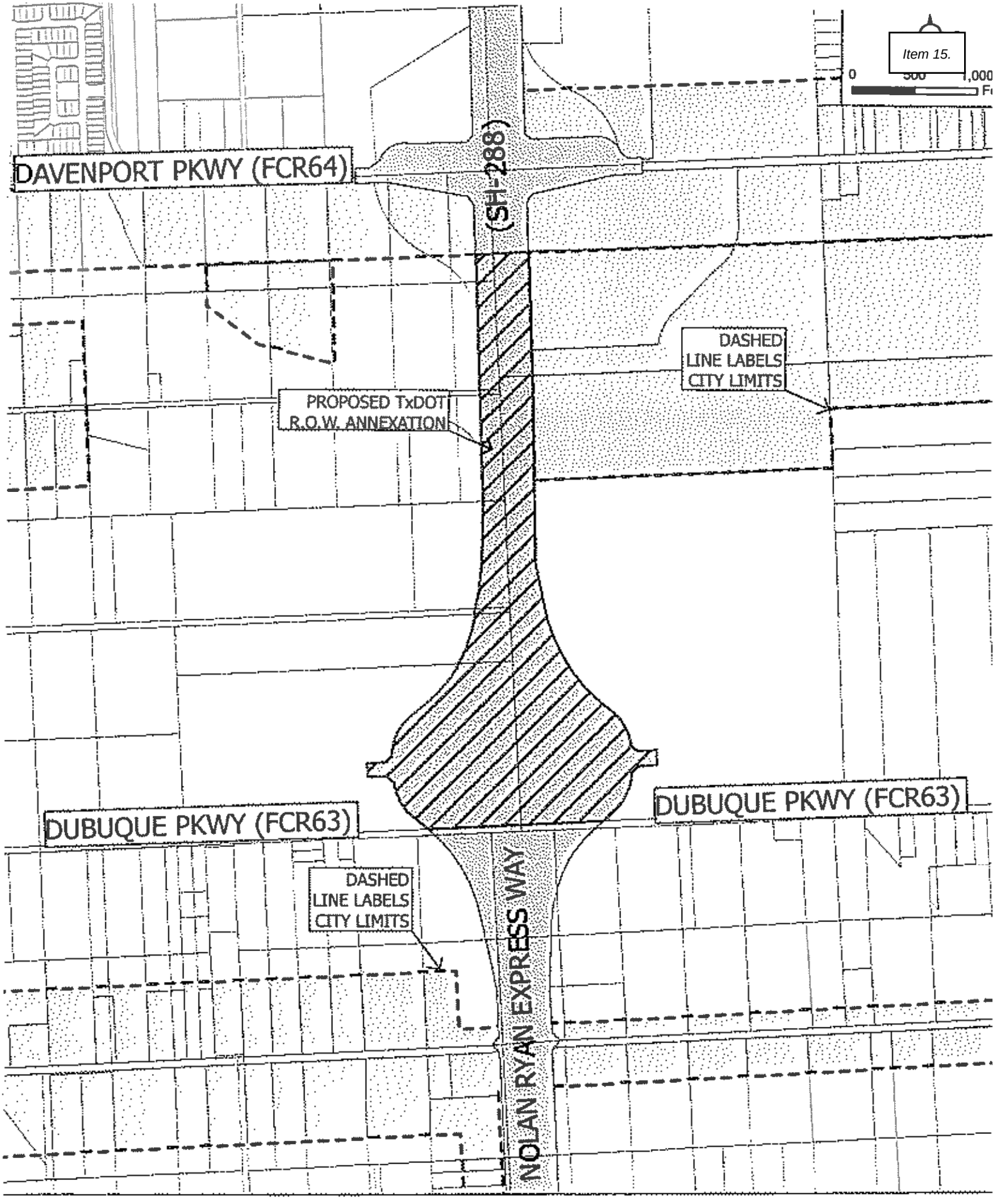
THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS
ROBERT L. BOELSCHE
4448
PROFESSIONAL LAND SURVEYOR

Robert L. Boelsche
ROBERT L. BOELSCHE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4448

HIGHWAY 288 ANNEXATION TRACT
December 2021

The entire width of the segment of the right-of-way of State Highway 288 that begins at the north edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.



CITY OF IOWA COLONY, TEXAS

TxDOT R.O.W. ANNEXATION 2021

EXHIBIT "B"
MUNICIPAL SERVICES AGREEMENTS

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND RALLY 288 WEST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 West, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 259.43 acres of land ("Property") generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000, and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 WEST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
BEING 259.43 ACRES
SITUATED IN THE
W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

1) **THENCE**, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

2) South 01°29'27" East, for a distance of 64.66 feet to a point for corner;

3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;

4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;

5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;

6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;

7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;

8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;

9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;

10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;

11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;

14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;

15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;

16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;

17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;

18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;

19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;

20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;

21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;

22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;

23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;

24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);

25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;

27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;

28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;

29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;

30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;

31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;

33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;

34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;

35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;

36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;

37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;

38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;

39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;

40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;

41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;

42) North 02°45'50" West, for a distance of 1,760.00 feet to the **POINT OF BEGINNING** and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND RALLY 288 EAST, LLC

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. **MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen,
Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 20 21, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

ROBERT ALLEN KING, II
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 131947081

RALLY 288 EAST, LLC

By: _____
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 East, LLC.

By: _____
Notary Public, State of Texas

Annell Udy
Notary Public, State of Texas
Comm. Expires 9/20/2024
Notary ID 4887215

EXHIBIT "A-2"

METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
BEING 132.15 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

1) **THENCE**, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;

3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;

4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;

5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;

6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;

7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;

8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;

9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;

10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;

11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;

12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;

13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;

14) **THENCE**, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, 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.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc

CITY OF IOWA COLONY

12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.

Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: $126.00

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-clare

Appendix B

D E E D
VOL 1199 PAGE 804

ORDINANCE NO. 73-C

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARIES OF IOWA COLONY, TEXAS, AND THE ANNEXATION OF CERTAIN ADJACENT TERRITORY CONSISTING OF LAND BEING A PORTION OF THE W. H. DENNIS SURVEY NO. 52, ABSTRACT 513, a PORTION OF THE H. T. & B. R.R. COMPANY SURVEY NO. 49, ABSTRACT 259, A PORTION OF THE C. M. HAYS SURVEY NO. 4, ABSTRACT 532, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 3, ABSTRACT 328, A PORTION OF THE C. M. HAYS SURVEY NO. 2, ABSTRACT 531, A PORTION OF THE W. H. DENNIS SURVEY NO. 50, ABSTRACT 512, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 1, ABSTRACT 329, AND A PORTION OF OF THE H. T. & B. R. R. COMPANY SURVEY NO. 51, ABSTRACT 288, AND BEING MORE PARTICULARLY DESCRIBED BELOW:

WHEREAS, it would be convenient and desirable for territory now lying adjacent of Iowa Colony, whose inhabitants have signed a petition to that effect, and

WHEREAS, A public hearing has been held in accordance with State Law on the question of annexation of the hereinafter described territory, said hearing having been held more than ten days prior to the initial reading of this Ordinance and not more than twenty days prior to the initial reading of this Ordinance and notice of said hearing having been given by publication in accordance with law:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF

THE CITY OF IOWA COLONY, TEXAS:

That the following described land and territory lying adjacent to and adjoining the City of Iowa Colony, Texas, is hereby added and annexed to the City of Iowa Colony. Said territory hereinafter described shall hereafter be included within the boundaries and City Limits of the City of Iowa Colony, Texas, at the various points contiguous to the area hereinafter described, are hereby altered and amended so as to include the following described area within the Corporate Limits of the City of Iowa Colony, Texas:

BEGINNING At the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST- 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH- 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate center line of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST -660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH -660.0 feet and WEST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet toa ppint for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST -1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

The above doscribed additional territory and area so annexed shall hereafter in all respects be a part of the City of Iowa Colony, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of the citizens of Iowa Colony and shall be bound by the acts, ordinances, resolutions and regulations of the City of Iowa Colony, Texas.

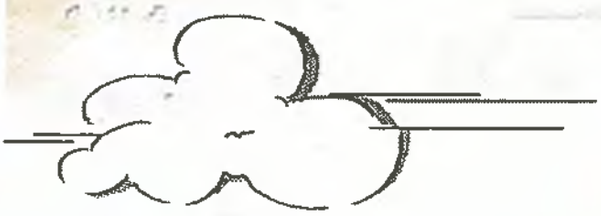
Passed and approved this the 9th day of July, 1973.

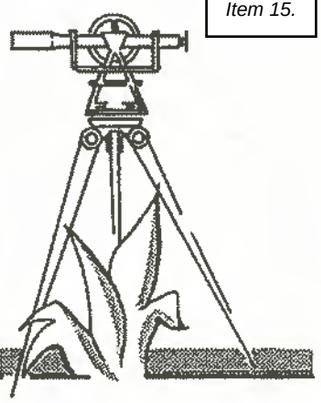
CITY OF IOWA COLONY

By: Maurice S. Bright
Maurice S. Bright, Mayor

ATTEST:

Carolyn E. Bowen
Carolyn E. Bowen, City Secretary





D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Being a portion of the W. H. Dennis Survey No. 52, Abstract 513, a portion of the H. T. & B. R.R. Company Survey No. 49, Abstract 259, a portion of the C. M. Hays Survey No. 4, Abstract 532, a portion of the Lavaca Navigation Company Survey No. 3, Abstract 328, a portion of the C. M. Hays Survey No. 2, Abstract 531, a portion of the W. H. Dennis Survey No. 50, Abstract 512, a portion of the Lavaca Navigation Company Survey No. 1, Abstract 329, and a portion of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and being more particularly described as follows:

BEGINNING at the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST - 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

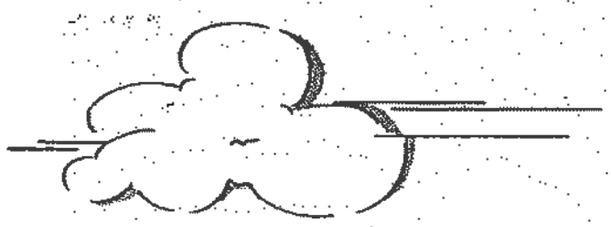
THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

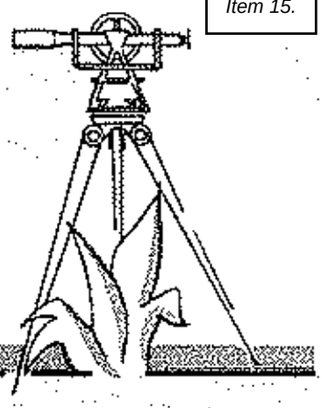
THENCE WEST - 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate centerline of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;





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ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

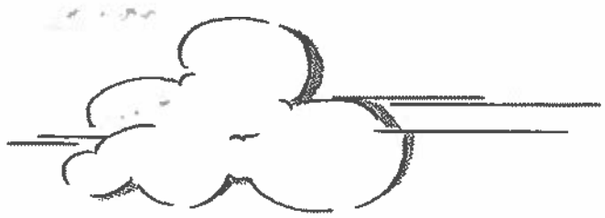
THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

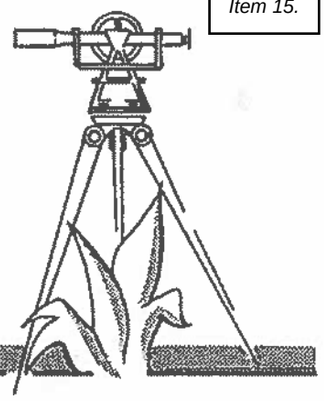
THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;





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ALVIN, TEXAS 77511

F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

Field notes written November 21, 1973.

BY: D. H. Adams
D. H. Adams, Registered Public Surveyor

Appendix C

Appendix D

Appendix E

CenterPoint Energy

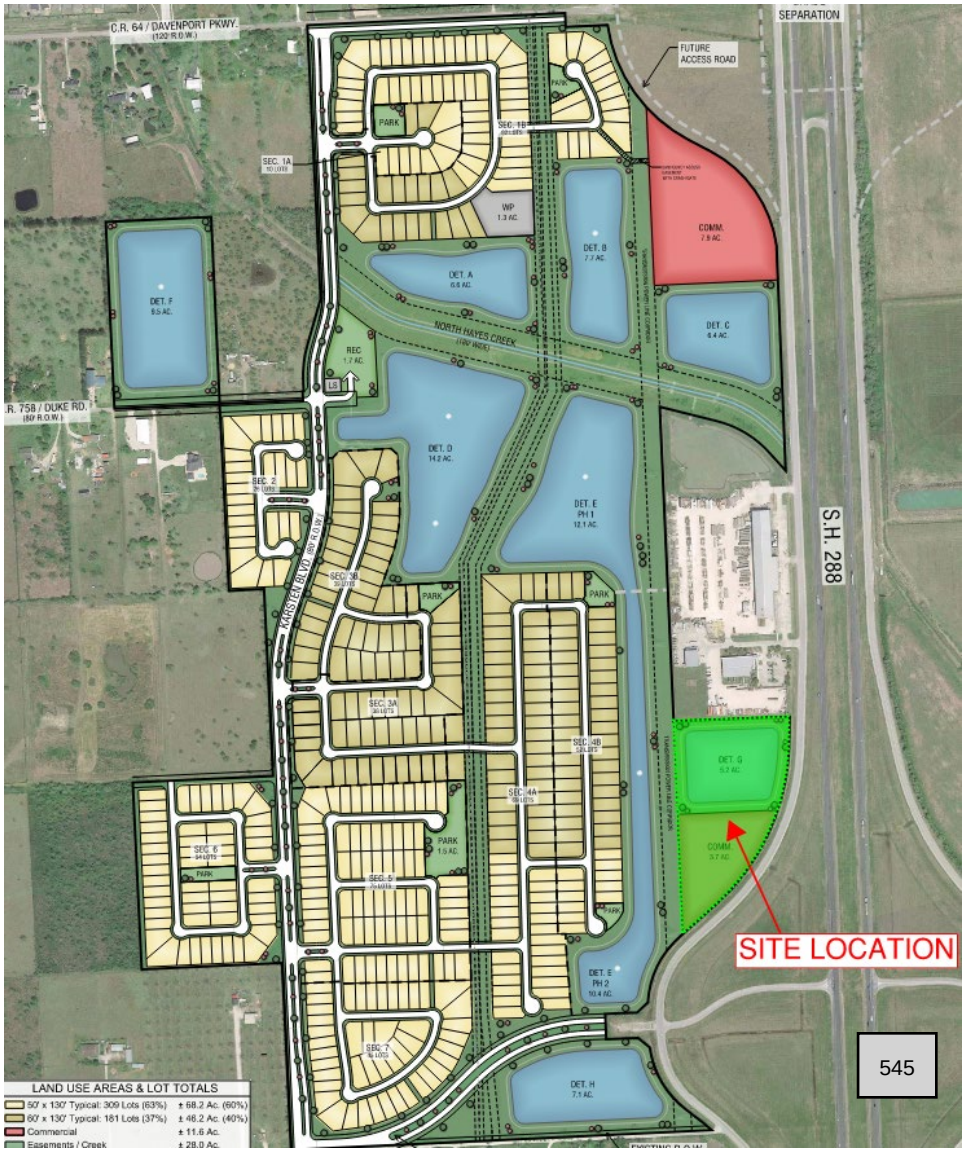
Ellwood PUD Amendment No. 3

December 2, 2025

CITY OF IOWA COLONY

Reason For PUD Amendment

- Allow substation within southern commercial tract
- Substation relocated from north commercial to south commercial tract per Council and Staff direction.
- **No other changes are proposed**



Location Change

- Initial substation location Site A.
- City Staff and City Council recommended CNP to:
  - Shift from north commercial tract (Site A).
  - Pursue the south tract (Site B).

Typical Substation Without Screening
(Tanner Road)

Substation with Decorative Wall

Coogan Tract

Planned Unit Development

District

Prepared for:

Allied Development

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

June 2025

Contents

I. INTRODUCTION 2

II. SITE INVENTORY ANALYSIS 2
1. Physical Opportunities and Constraints 2
2. Surrounding Land Use 2

III. PROJECT DESCRIPTION 2
1. Compliance with Comprehensive Plan 2
2. Justification 3
3. Single-Family Residential 3
4. Projected Population 3
5. Parks and Open Space 3

IV. ZONING 4
1. Proposed Zoning 4
2. Conversion of Specific Land Uses 4
3. Composition of Land Use Table 5
4. Single-Family Residential Lot Distribution Table 5

V. DEVELOPMENT REGULATIONS 5
1. Street and Circulation System 6
2. Traditional Single-Family 6
3. Tree Protection 7
4. Signage 7
5. Parks and Trails 7

VI. UTILITIES 8

VII. VARIANCES 8

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

I. INTRODUCTION

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

The Coogan PUD is located in the western portion of the Iowa Colony ETJ and is bounded on the north by Farm-to-Market 56 (Meridiana Parkway), to the east by County Road 48 (Airline Road S), to the south by the Sierra Vista West development, and to the west by the Mustang Bayou Watershed. Exhibit A, Area Location Map, illustrates the location of the PUD.

This PUD is approximately 189.7 acres and will be developed as a master planned community for primarily residential use, including neighborhood parks that will be dedicated to the HOA or MUD as part of any approved Development Agreement.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

The PUD is located east of the Fort Bend County and Brazoria County boundary lines in the far western portion of Iowa Colony ETJ. The PUD property is primarily agricultural land with a cluster of trees at the southeast property corner. Existing physical constraints affecting the development include the following:

- A 36'' Crude Oil Enterprise pipeline lies along the northern property line in an east-west direction.
- A Crude Pipeline LLC pipeline lies along the northern property line in an east-west direction.
- A 20'' Highly Volatile Liquid (HLV) Energy Transfer Company pipeline lies along the northern property line in an east-west direction.

The existing site constraints can be seen on Exhibit B, Aerial Map.

2. Surrounding Land Use

The land surrounding the PUD consist of single-family home developments including Sterling Lakes, Sterling Lakes West, and Sierra Vista West. A drainage channel owned by the Gulf Coast Water Authority is adjacent to the property along the western boundary. Beyond that, the land west of the subject property is currently undeveloped. The surrounding land uses can be seen on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Iowa Colony's Comprehensive plan, which was adopted in 2020, the Future Land Use Plan classifies the Coogan Tract PUD area as Medium Density Single Family Residential, which is described as areas with potential for redevelopment into single family lots with an average lot size of less than one acre. The development complies with the Iowa Colony Comprehensive Plan by adhering to the vision elements and guiding principles outlined in the plan. The development consists of single-family residential lots with a minimum lot width of fifty feet and lot sizes averaging below one acre. The medium density development encourages an interconnected and safe community with the more compact and efficient use of infrastructure. There is a well-defined network of vehicular circulation systems that provide connectivity to existing developments to the south and to Meridiana Parkway.

2. Justification

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

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

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

3. Single-Family Residential

The traditional single-family residential component that will be found throughout the PUD will be a collection of individual single-family residential sections that take their access from Baird Boulevard, Ames Boulevard, and an internal local street system that provides connections within the neighborhood and to the surrounding areas. The traditional single-family residential neighborhood will be developed with lots with a minimum of fifty feet in width to respond to market conditions.

4. Projected Population

Based on the number of residential lots proposed for the development located in Section IV.4, Single-Family Residential Lot Distribution Table, the projected population for the overall development will be approximately 1,505 people at 2.9 individuals per household.

5. Parks and Open Space

Exhibit D, Conceptual Amenities and Open Space Plan, shows a recreation center, parks, lakes, and various open space areas all connected via a pedestrian trail system. The proposed recreation center and neighborhood park will serve the master planned residential community and will contain an active play area for children and a parking area. The various linear parks along Meridiana Parkway provide buffer zones and are transitions between areas and types of development. The detention lakes within the PUD will not only enhance the aesthetic quality of the development but feature trail connectivity and numerous opportunities for the enjoyment of the residents.

The various other smaller parks shown on Exhibit D will contain various passive facilities such as play areas for children, picnic tables and/or benches. The linear parks along Meridiana Parkway will harbor pipeline easements enabling the undevelopable land be utilized by the residents for leisure.

The pedestrian pathway system, which is illustrated in Exhibit D, will include five-foot (5') wide trails and multiple pedestrian connections to the existing surrounding developments as well. The trails system will provide easy and safe pedestrian access to the various parks, lakes, and recreation center. Compliance with Iowa Colony's Comprehensive Plan for Parks and Open Space will be maintained throughout the development, completing the overall pedestrian network.

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

All land, which is dedicated to the Homeowners Association (HOA) or Municipal Utility District (MUD) for the purpose of fulfilling the parks requirement, will be developed with some form of either passive or active facilities. The parks and private recreation center will be developed as the first adjacent residential sections are developed.

IV. ZONING

1. Proposed Zoning

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

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

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

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

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

2. Conversion of Specific Land Uses

a. In the event the developer elects to exercise using the pipeline corridor as a trail system to count as a parks dedication credit, the excess parks acreage shown on the conceptual land use plan may be converted to single-family residential uses.
b. In the event that excess parkland is converted to single-family residential, this conversion of land use shall not be counted towards the ten (10%) of change described in Section IV.1.

3. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Major Arterials	SFR	±31.9	
Detention & Lakes	SFR	±44.0	
Lift Station	SFR	±0.2	
Subtotal		**±76.0**	**40.0%**
Community Land Uses			
Recreation Center & Parks	SFR	±20.7	
Landscape/Open Space	SFR	±8.6	
Subtotal		**±29.3**	**15.5%**
Residential Land Uses			
Single-Family Residential	See below	±84.4	
Subtotal		**±84.4**	**44.5%**
Totals		**±189.7**	**100.0%**

4. Single-Family Residential Lot Distribution Table

Lot Size	Zoning District	Number of Lots*	Allowable Percentage
50' wide lots	SFR	519	100%
Gross Residential Total		**519**	**100%**

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

Refer to Section V.2, of this document for applicable standards for the single-family residential lot product. The total number of lots may increase by up to 10%. The lot size listed above in the Single-Family Residential Lot Distribution Table reflect minimum lot width as described in Section V.2.

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

V. DEVELOPMENT REGULATIONS

This PUD shall remain the governing document of the development. Consistent with provisions specified in Appendix A, Zoning Ordinance in the UDC, the future development of the subdivision will be governed by the development regulations for their assigned zoning district layout, design, and general conditions as approved in this document and exhibits. The PUD shall have vested rights as described in Chapter 245 of the Texas Local Government Code (“Chapter 245”), subject to the exemptions set forth therein. The term "Property" shall apply to all land contained within the PUD boundary. When there is a conflict between the requirements in the UDC (as may be amended) and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee. Additional roadways, roadway alignments, or land uses shall not be required of this development as a result of future changes to the City’s comprehensive plan or UDC. Development fees (including without limitation capital recovery fees, parkland dedication fees, building permit fees, and tree mitigation fees)

are not established in the UDC and therefore will be assessed at the rate in existence at the time the relevant approval is sought for any development activity. All tracts located within the bounds of this PUD shall be platted, and detention ponds shall be platted when the first adjacent tract is platted.

1. Street and Circulation System

Below are several additional regulations that apply to the street and circulation system within the PUD:

a. The Planned Unit Development has established certain street criteria that will apply to streets within this PUD in addition to the city's standards.
b. All subdivision sections containing more than thirty-five (35) residential lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 25-foot-wide travel lanes separated by a median 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.
c. Neighborhood collector streets shall have a minimum right-of-way of 60 feet.
d. Residential (local) streets providing access to lots may have a right-of-way width of 50 feet.
e. All street rights-of-way widths shall be not less than 50 feet with a 10’ utility easement on each side.
f. Paving width shall be 28’ B-B for all residential streets.
g. 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 an adequate turnaround.
h. Baird Boulevard shall have a minimum right-of-way width requirement of 100 feet within the boundary of the Coogan Tract PUD. Baird Boulevard is shown on Iowa Colony’s Major Thoroughfare Plan as a proposed major arterial. The alignment for Baird Boulevard terminates at Meridiana Parkway, as it is not shown in the Fort Bend County’s Major Thoroughfare Plan. South of the subject property, right-of-way for Baird Boulevard was dedicated at 120’ in width, therefore, the right-of-way will taper down to 100’ within the boundary of the Coogan Tract. To conform to Iowa Colony’s Major Thoroughfare Plan, the right-of-way for Baird Boulevard will widen to 120’ at the intersection of Baird Boulevard and Meridiana Parkway. Details regarding the construction of Baird Boulevard shall be part of any approved Development Agreement.
i. Each single-family lot shall have frontage on a local street, private street, or common area. When lots front a common area, vehicular access must be provided by a local street, private street, or alley.
j. The developer shall bear the cost of all streets within the PUD. The entire cost of thoroughfares, collectors, and local streets shall be eligible for reimbursement by the MUD.

2. Traditional Single-Family

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

a. Minimum lot area: 6,000 square feet
b. Minimum lot width – 50’ (measured at the front setback)
c. Minimum front setback – 20’
d. Minimum side setback – 5’
e. Minimum street side setback (corner lot) – 10’
f. Minimum rear setback – 10’
g. Minimum porch setback – 15’
h. Minimum setback where garages face directly onto a street – 20’
i. Minimum setback for side-entry garages – 10’
j. Minimum pipeline setback – 50’
k. Maximum impervious building coverage – 60%
l. Maximum height of structures – 2 stories or 35’. May exceed 35’ if approved by the Fire Chief.

3. Tree Protection

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

4. Signage

All signage shall comply with the Iowa Colony UDC unless otherwise stated below. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD document will govern. The potential signage locations are shown in the Conceptual Signage Location Exhibit (Exhibit F). The possible signage locations are not set locations and are subject to change.

a. Primary Entry Monument: A maximum of one primary entry monument shall be permitted with this development. The sign shall not exceed a size of twenty-five feet (25') tall with one, twenty-foot by twenty-foot (20'x20') tower footprint and an attached or isolated sign blade wall with a maximum size of ten feet (10') tall by eighty feet (80') in length. The sign area shall not be greater than 450 square feet.
b. Secondary Entry Monument: A maximum of three secondary entry monuments shall be permitted with this development. The sign shall not exceed a size of twelve feet (12') tall with a twelve-foot by twelve-foot (12'x12') tower footprint and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by thirty-five feet (35') in length. The sign area shall not be greater than 90 square feet.
c. Residential Entry Monument: Eight feet (8') tall with an eight-foot by eight-foot (8'x8') tower footprint and an attached or isolated sign blade wall with a maximum size of eight-feet (8') tall by twenty feet (20') in length. The sign area shall not be a greater than 32 square feet.

5. Parks and Trails

a. Compliance with Parkland Dedication and Compensating Open Space Requirements

Identification of the required amount of neighborhood parkland is to be indicated in this document. Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area. The various parks will be developed as the adjacent residential sections are developed. The parks shown throughout the project will be developed in accordance with PUD ordinance requirements and may include various forms of passive and active amenities, such as a splashpad, playground, a covered structure, trails, benches, and/or bike racks. The open space and park locations shall be owned and maintained by the HOA. Regional parks requirements shall be met.

Park dedication requirements in the City of Iowa Colony UDC for planned unit developments state that private neighborhood parkland dedicated in lieu of public parkland shall be 1 acre of parkland for every 54 proposed dwelling units. Based upon the estimated number of dwelling units, the development will be required to provide ±9.6 acres of parkland. Additionally, with the proposed 50' wide lot size, 150 square feet of compensating open space is required per lot. Based on the estimated number of dwelling units, the development shall provide approximately ±1.8 acres of compensating open space at the time of the preliminary plat.

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

open spaces areas, which shall include pipeline and utility easements, drainage ways, and wet and dry detention areas. The HOA or MUD will be responsible for maintaining all recreation centers, parks, landscaped areas, and open spaces within the PUD.

Land Use	Owner	Acreage
Parks	HOA or MUD	15.2
Recreation Center	HOA or MUD	5.5
Total		**20.7**

b. Use of Detention Areas for Parks Credit

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

c. Trails

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

VI. UTILITIES

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

VII. VARIANCES

There are variances to the Iowa Colony development regulations anticipated by the Coogan Tract PUD. Any variances to Iowa Colony's Subdivision Ordinance not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 2, Zoning Regulations, Chapter 3, Site Development Design and Improvements, and Article 5, Division 4, Signage, not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. The street and circulation system shall be developed in accordance with Section V.1 – Street and Circulation System.
2. All single-family residential traditional lots shall be regulated by the standards set forth in Section V.2 – Traditional Single-Family.
3. All signage in the project shall be regulated by the standards as stated in Section V.4 – Signage.
4. Parks and trails shall be regulated by the standards as stated in Section V.5 – Parks & Trails.

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: **December 12, 2025**

To: **Planning and Zoning Members**

City Council Members

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

RE: **189 Ac Coogan Tract Plan of Development**

Staff's Summary and Recommendations

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

LJA Planning & Landscape Archtecture, on behalf of Allied Development, submitted the CooganTract Plan Of Development (POD). The tract is comprised of +/-189 acres of land, located south of the intersection Meridiana Parkway at Ames Blvd. The property is currently located within the Iowa Colony ETJ, is planned to be developed for master planned community consisting of single family residential. Below is a summary of the proposed Coogan Tract POD and Staff's recommendations.

Summary:

1. Total acreage: +/-189 acres. The tract is bounded by Future Baird Road to the west, Meridiana Parkway to the noth and old County Road 48 to the east.
2. The proposal includes annexation into the City of Iowa Colony city limits.
3. The plan includes creation of a Public Improvement District.
4. Land plan summary:
    a. Single Family Residential:
        i. Typical lot size (50' X 120') min 6,000 SF
        ii. Proposed 519 lots with a 10% variance (not to exceed 570 lots).
    b. Parks and Open Space: +/- 29.3 acres
5. Major Roadway Improvements:
    a. Ames Blvd. (Major Arterial)
    b. Meridiana Parkway (Major Arterial)
    c. Baird Blvd. (Major Arterial)
6. Parks & Open Space Plan:
    a. Parks: +/- 15.2 acres
    b. Rec Center: +/-5.5 acres
    c. Open Space: +/-8.6 total
    d. ¼ mile radius service area to cover all neighborhoods
    e. Proposed Park amenities may include splashpad, playground, covered structure, trails, benches and/or bike racks.
    f. Extensive network of sidewalks and pedestrian trail system.
7. Subdivision Monument Signage Plan
    a. Primary Monument
        - The sign shall not exceed a size of twenty-five feet (25') tall with one, twenty-foot by twenty-foot (20'x20') tower footprint and an attached or isolated sign blade wall with a maximum size of ten feet (10') tall by eighty feet (80') in length.

- The sign area shall not be greater than 450 square feet.

b. Secondary Entry Monument:
   - A maximum of three secondary entry monuments shall be permitted with this development. The sign shall not exceed a size of twelve feet (12') tall with a twelve-foot by twelve-foot (12'x12') tower footprint and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by thirty-five feet (35') in length. The sign area shall not be greater than 90 square feet.

c. Residential Entry Monument:
   - Eight feet (8') tall with an eight-foot by eight-foot (8'x8') tower footprint and an attached or isolated sign blade wall with a maximum size of eight-feet (8') tall by twenty feet (20') in length.
   - The sign area shall not be a greater than 32 square feet.

Staff Recommendations:
Based on staff review, the proposed development is consistent the development of Single-Family Residential within nearby development.

Staff are recommending approval of the 189 acre Coogan Tract POD subject to the following conditions:

1) *Roadway Improvements:*
   a. *Roadway improvements subject to Development Agreement. Include phasing plan.*
   b. *Any additional requirements with approved TIA.*

2) *Traffic Signalization:*
   a. *The Major Thoroughfare Plan has identified the intersections at Meridiana Parkway and Ames Blvd. as a signalized intersection.*
   b. *The Developer shall fully fund the traffic signal at Meridiana Parkway and Ames Blvd per the Development Agreement.*

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas and ALLIED DEVELOPMENT LLC, a Wyoming limited liability company, or its successor or assigns ("Developer") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developer and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developer's commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

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

WHEREAS, the Developer intends to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 191 acres located within the extraterritorial jurisdiction of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities (as defined below) needed to provide

utility service to lands being developed within and near the boundaries of the District and the City; and

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

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

NOW, THEREFORE;

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

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

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

"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 Allied Development LLC* dated _____, 2025.

"District" shall mean Brazoria County Municipal Utility District No. 98, 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 191 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

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

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

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

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

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

owned Wastewater Facilities and Water Facilities as further described herein.

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

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

"Water Facilities" means water plant facilities, sites, and water wells necessary to serve the District. The Water Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Water Facilities shall be governed by 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, channels, and parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City

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

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

2.05 Road Facilities. The City and the District acknowledge and agree that the public roads within the District will be constructed as shown on and pursuant to the timeline depicted on **Exhibit B** attached hereto. Additionally, the Parties agree that Baird Boulevard will be platted and constructed concurrently with the platting of the final section of development within the District. With regards to the public roads that are required to be constructed outside of the boundaries of the District and cannot be acquired by the Developer or District after exercising commercially reasonable efforts, the City agrees that it will acquire at the District's cost, through the use of eminent domain or otherwise, any land that is needed for the limited purpose constructing such out-of-District roads that are necessary for development of the Facilities, including but not limited to Meridiana Parkway and Ames Boulevard. The Parties agree that the City shall have no financial responsibility as it relates to any real property acquisition efforts. In the event the City engages in condemnation proceedings to acquire the right of way described in this Section 2.05, the District agrees to make a financial donation to the City equal to all costs of litigation and/or settlement related to such condemnation proceedings, provided that the financial donation is used solely for the purposes of condemnation proceedings commenced in furtherance of this Section 2.05.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service to the District. The Parties acknowledge that Brazoria County Municipal Utility District No. 31 ("MUD 31") is currently expanding the City-owned regional water plant located within MUD 31's boundaries and from which the District will be served ("Water Plant Expansion"), and, upon completion of such Water Plant Expansion, the City shall have sufficient water capacity in such regional plant to serve up to 537 equivalent single-family connections ("ESFCs") within the District, which capacity shall be reserved in the City's water system to solely serve development within the District at such time as Water Impact Fees are paid to the City by the District; provided, however, that Water Impact Fees may not be paid or capacity in the City's water system be reserved to serve the District until the Water Plant Expansion is complete and operational.

3.02. Capacity Reservation by City. The City understands and recognizes that Developer currently projects that 537 ESFCs will be needed to serve the District at full development. In addition to the commitments made by the City in this Article III, and subject to Section 3.01 above (i.e., the completion of the Water Plant Expansion and the payment of applicable Water Impact Fees), the City hereby agrees to reserve 173 ESFCs to accommodate initial development of the District (collectively, the "Initial Capacity Reservation") as provided below. The City hereby agrees that the Initial Capacity Reservation shall not be committed by the City to serve property outside the boundaries of the District. The City hereby represents that the Water Plant Expansion is currently anticipated to be complete prior to January 1, 2027, and that it will use commercially reasonable efforts to work with MUD 31 to ensure the project is diligently pursued to completion; however, the City makes no guarantee or warranty with respect to the date of completion of the Water Plant Expansion. Subject to Section 3.01 above, the City shall provide the District with water supply in the total amount of 537 ESFCs according to the following schedule (such amount of water service herein being called the "Water Capacity Reservation"):

- 173 ESFCs on January 1, 2027;
- 187 ESFCs on January 1, 2028; and
- 177 ESFCs on January 1, 2029 (collectively, the "Capacity Schedule")

The City agrees to provide a notice letter to the Developer upon completion of the Water Plant Expansion. Thereafter, Developer may reserve capacity in the City's water system through payment of Water Impact Fees in accordance with the City's latest impact fee ordinance. The payment of such Impact Fees shall be in accordance with the above schedule, or an accelerated schedule if requested by the District and agreed to in writing by the City.

If the City is unable to provide the full amount of the Initial Capacity Reservation by January 1, 2027, and subject to Section 3.09 below, the City agrees to use commercially reasonable efforts to re-allocate any potable water connections that have been reserved, but are not being utilized, as of such time by another user.

For avoidance of doubt, the Water Capacity Reservation shall not exceed the number of ESFC's then purchased by the District through the payment of Water Impact Fees.

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

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

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

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

3.07. Water Impact Fees. The District shall pay Water Impact Fees pursuant to the City's then-effective impact fee ordinance.

3.08. Points of Connection. The number and location of the points of connection between the City's Water Facilities and the Facilities are shown on **Exhibit C** attached hereto. The District hereby agrees that it will design and construct the addition of 12"

Water Line along Ames Boulevard from Sterling Lakes Drive to Meridiana Parkway and the addition of 12" Water Line along Meridiana Parkway from Sterling Lake W Drive to Crystal View Drive (the "Offsite Water Trunklines").

3.09. Interim Capacity. The City agrees to allocate up to 40 ESFCs of interim potable water capacity to serve the District upon request of the District and prior to completion of the Water Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of the corresponding Water Impact Fees.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developer and/or the District shall finance its pro rata share of the design and construction of the expansion of the necessary Wastewater Facilities to serve the District pursuant to this Article IV. The City shall provide the District with its ultimate requirements. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities beyond the capacity needed for the District, 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.

4.02. Wastewater Capacity Reservation by City. The City understands and recognizes that Developer currently projects that wastewater treatment connections in the amount of 537 ESFCs will be needed to serve the District at full development. Such capacity shall be reserved by the City solely to serve the District upon completion of the expansion of the Wastewater Facilities as described in this Article IV ("Wastewater Plant Expansion"). If the Wastewater Plant Expansion is not completed prior to the District requiring waste disposal services the District will provide interim waste disposal service known as "Hold and Haul" at its cost, upon exceeding the interim capacity described in 4.08(h) below.

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

4.04. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be

determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

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

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

4.07. Wastewater Impact Fees. In consideration of the District's financing, construction and conveyance of Facilities to provide sanitary sewer service to the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

4.08. Design and Construction of Wastewater Plant Expansion/Interim Capacity.

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

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

Party	Pro Rata Share of Shared Project Costs	Approximate ESFCs (based on 250 gpd)	Reserved Capacity
District	26.85%	537	134,250 GPD
City	73.15%	1,463	365,750 GPD
Total	**100%**	**2,000**	**500,000 GPD**

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

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

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

(f) Schedule. The Parties acknowledge that the City has already engaged the Project Engineer to design the Wastewater Plant Expansion. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall use commercial reasonable efforts to have design and construction of the Project substantially complete within 30 months of the Effective Date of this Agreement.

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

(h) Interim Capacity. The City agrees to allocate up to 100 ESFCs of interim wastewater treatment capacity to serve the District upon request of the District and prior to completion of the Wastewater Treatment Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of its Pro Rata Share of the costs of construction of the Wastewater Plant Expansion as provided in Section 4.09 below.

4.09 Financing, Accounting, and Records.

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

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

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

(d) Administration of the Project Account. As Project Administrator, the City shall utilize funds in the Project Account only for the payment of costs of the Wastewater Plant Expansion. Such funds shall be invested and continuously

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

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

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

(g) Final Accounting of Project Account. Within 120 days after final completion of the Wastewater Plant Expansion, and provided that the City has determined that all costs of such expansion have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Pro Rata Share of Project Costs, revised as necessary consistent with Section 4.08(b) above. If the total Project Costs exceeds the amount deposited in the Project Account, the City shall promptly invoice the Parties for the Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days or receipt. Upon payment of any final amounts due under this section, the City shall close the Project Account. If any Party discovers any inaccuracy in the administration of the Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Project Account, unless otherwise agreed to in writing by the Parties.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

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

(b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax, provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed $1.50 per $100 in valuation.

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

5.03. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Road Payment (defined below) 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 Road Payments (defined below) from the City.

5.04. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which

would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
ROAD PAYMENTS

6.01. Calculation of Road Payments. In consideration of the financing, acquisition and construction of the Road 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 ("Road Payment"). The Road 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 Road Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be paid to the District under this Section. Expressed as a formula, the Road Payment is: **City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage.**[1] The City shall not pay any portion of the debt service component of its tax rate to the District. The District shall receive the Road Payment equal to 22.6% of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage, commencing pursuant to the terms of Section 6.02 below and ending twenty years thereafter.

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 Road Payment shall be used by the District to pay for the design and construction of public road facilities or to pay debt service on outstanding bonds issued by the District.

6.02. Payment of Road Payment. The Road 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 (calendar tax year 2027 at the earliest),

[1] This formula is included for ease of calculation. As described above, the Road 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.

and shall be payable each May 1 thereafter (the "Payment Date") for the following twenty years, with each such Road 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 tax year 2027, the Road Payment for such year will be due May 1, 2028). Each Road 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 Road Payment per month, for each month or portion thereof during which the Road Payment remains unpaid.

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Road 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 Road 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 Road Payment pertaining thereto and shall notify the District of the amount of such recalculated Road Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Road Payment, the City shall pay to the District the amount, if any, by which the recalculated Road Payment exceeds the amount of the Road 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 Road Payment is less than the amount of the Road 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 Road Payment shall be adjusted accordingly. The obligation of the City to make Road 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 Road Payment shall be made with respect to tax years 2048 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 Road 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 Road Payment, and shall afford the

District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Road Payment or recalculated Road 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. District Taxes. 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 Road 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. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

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

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

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

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

reimbursement from the District for any expenses incurred in connection with the District or development of the Tract until the failure has been cured.

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

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

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
12003 Iowa Colony Boulevard (County Road 65)
Iowa Colony, Texas 77583
Attn: City Manager

Developer:	Allied Development LLC 3218 E. Bell Rd., #1037 Phoenix, AZ 85032 Attn: Development
District:	Brazoria County Municipal Utility District No. 98 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

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

9.06. Assignability. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 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, 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. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

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

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

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

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 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, 2026.

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

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

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

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

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

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

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

ALLIED DEVELOPMENT LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

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

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98

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

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. 98, on behalf of said entity.

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

(SEAL)

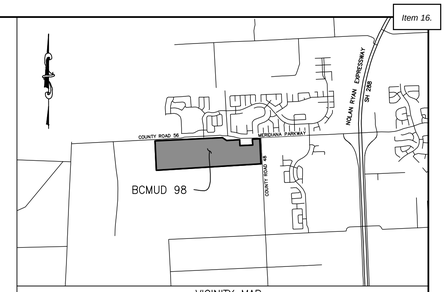
Exhibit A

District Boundaries

0 200 400
SCALE: 1" = 200'

LEGEND

P.O.B.	POINT OF BEGINNING
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE



VICINITY MAP
NOT TO SCALE

STERLING LAKES WEST SEC 4
FILE NO. 2019065045
B.C.O.P.R.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203
B.C.O.P.R.

STERLING LAKES WEST SEC. 2
FILE NO. 2016052704
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 11
FILE NO. 2014042119
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 10
FILE NO. 2014042127
B.C.O.P.R.

COUNTY ROAD 56

N 87°18'07" E 3,672.00'

FND 1" IP

S 54°33'13" E
265.84'

FND 1" IP

N 87°16'38" E 713.67'

FND 3/4" IP

S 02°50'47" E
312.13'

FND 3/4" IP

N 87°21'08" E 693.26'

FND 1" IP

N 02°37'17" W
313.04'

N 87°16'38" E 394.61'

FND 5/8" IR W/CAP
STAMPED "CIVIL SURV"

CALLED 5.000 ACRES
MICHAEL J. GENTRY
FILE NO 1999014152
B.C.O.P.R.

CALLED 2.346 ACRES
MH SIERRA VISTA RETAIL LLC
FILE NO. 2024036970
B.C.O.P.R.

CALLED 190.484 ACRES
FRED AND NORMA COOCAN FAMILY PARTNERSHIP, LTD.
FILE NO. 2002050042
B.C.O.P.R.

191.30 ACRES
8,332,899 SQ. FEET

N 02°43'18" W 1,599.09'

S 02°47'51" E 1,354.77'

COUNTY ROAD 48

P.O.B.
FND 5/8" IR W/CAP
STAMPED "MANHARD PROP COR"

S 86°28'51" W 5,687.87'

SCODIE
RUN DRIVE
(50' R.O.W.)

CARSON
RANGE DRIVE
(50' R.O.W.)

AMES BOULEVARD
(120' R.O.W.)

SIERRA VISTA WEST SEC 10
FILE NO. 2022051615
B.C.O.P.R.

SIERRA VISTA WEST SEC 3
FILE NO. 2019062381
B.C.O.P.R.

SIERRA VISTA WEST SEC 2
FILE NO. 2019057724
B.C.O.P.R.

SIERRA VISTA WEST SEC 1
FILE NO. 2019057715
B.C.O.P.R.

RESERVE "B"

BAIRD BOULEVARD
(120' R.O.W.)

EXHIBIT A
DISTRICT BOUNDARY MAP OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES
IN THE LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

NOVEMBER 2025 JOB NO. 5522-0221

NOTES:
1) ALL BEARINGS REFERENCED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) CORNER MONUMENTS WERE NOT SET AT THE CLIENTS REQUEST.

STATE OF TEXAS
REGISTERED
CAMERON S. LOWE
6713
PROFESSIONAL
LAND SURVEYOR

CAMERON LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6713

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

S:\Section\Survey\Projects\LJA5001\5522\0221\06 CAD\Working Files\Base Files\Coogan Tract MUD Map Exhibit.dwg 11/5/2025

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

191.30 Acres

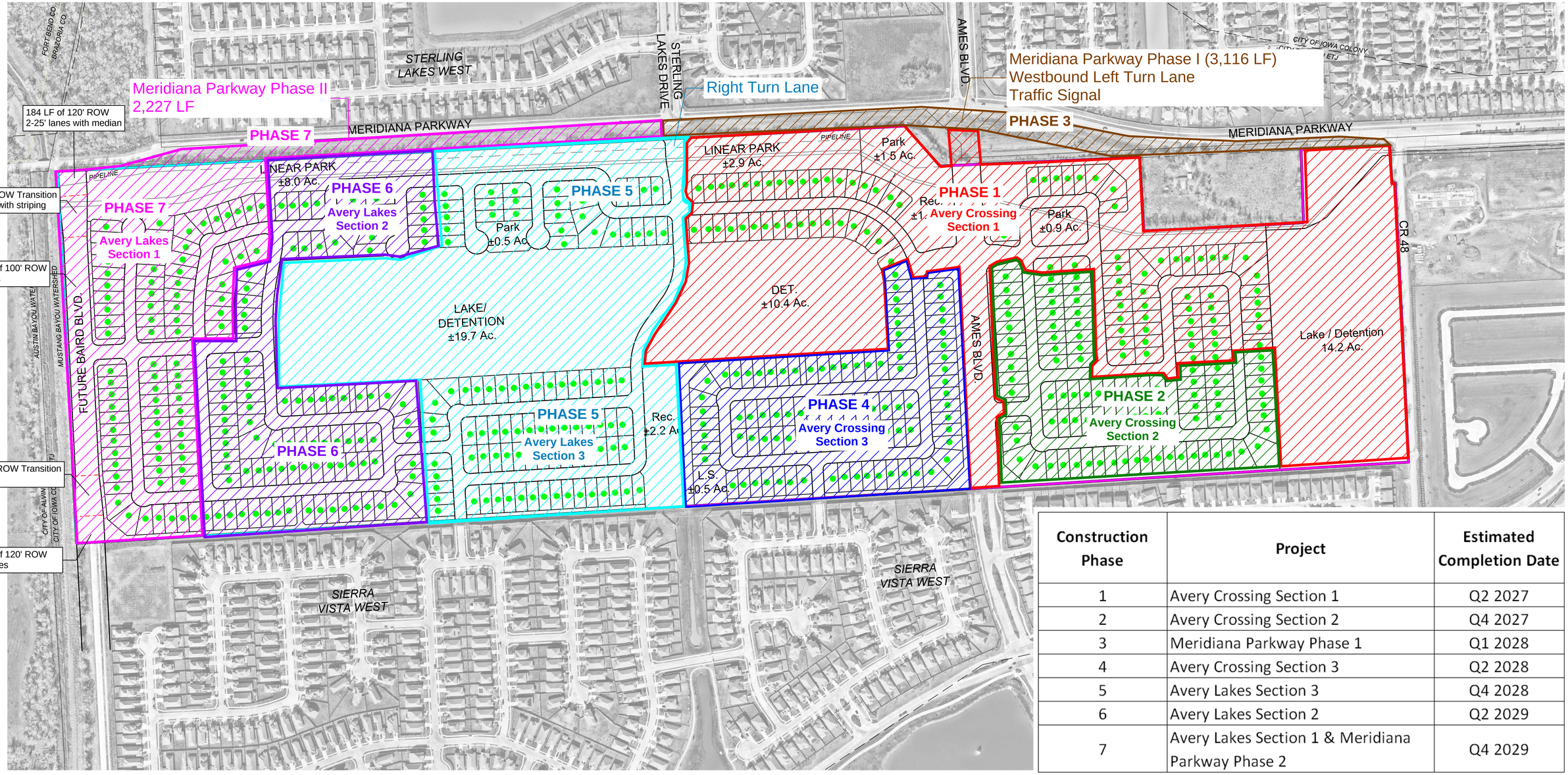
November 5, 2025
S001-5522-0221

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B

Road Facilities



Construction Phase	Project	Estimated Completion Date
1	Avery Crossing Section 1	Q2 2027
2	Avery Crossing Section 2	Q4 2027
3	Meridiana Parkway Phase 1	Q1 2028
4	Avery Crossing Section 3	Q2 2028
5	Avery Lakes Section 3	Q4 2028
6	Avery Lakes Section 2	Q2 2029
7	Avery Lakes Section 1 & Meridiana Parkway Phase 2	Q4 2029

±189.7 Ac. COOGAN TRACT - LOTTING STUDY

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: August 19, 2025

0 100 200 400

S:\Planning\01 Planning\5522-1000\04-Lotting Study\5522-1000_Coogan Tract_Lotting Study_08-07-2025.dwg 2025-08-19 DWHITFIELD

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design; accuracy; location, and other aspects of the facilities shown in this exhibit are intended.

Exhibit C

Water Points of Connection

EXHIBIT C

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

MYLAR CHECK: SURVEY _____ PLATTING MGR. _____
LAST SAVED: 12/11/2025 1:24 PM BY: JOSHUA DAVENPORT - PLOT DATE: 12/11/2025 1:26 PM BY: JOSHUA DAVENPORT
PATH/NAME: K:\LJA\HOU\5522\1\0000\DWG_MISC\EXHIBITS\EXHIBIT C\EXHIBIT C.DWG
PAD LAYOUT: JOSHUA DAVENPORT

Exhibit D

Wastewater Points of Connection

EXHIBIT D

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

MYLAR CHECK: SURVEY _____ PLATTING MGR. _____

LAST SAVED: 12/11/2025 1:32 PM BY: JOSHUA DAVENPORT - PLOT DATE: 12/11/2025 1:33 PM BY: JOSHUA DAVENPORT
PATH/NAME: P:\LJA\HOU\5522\1\0000\DWG_MISC\EXHIBITS\EXHIBIT D\EXHIBIT D.DWG

PAD LAYOUT: JOSHUA DAVENPORT

(SEE SHEET 1)

FUTURE BAIRD BOULEVARD

FUTURE SANITARY FORCEMAIN
(BY BCMUD NO. 98)

BAIRD BOULEVARD

FUTURE AMES BOULEVARD

AMES BOULEVARD

CRYSTAL VIEW DRIVE

N

0 200' 400'

FUTURE SANITARY FORCEMAIN
(BY BCMUD NO. 98)

SANITARY CONNECTION TO
BCMUD NO. 53 WWTP
TO SERVICE BCMUD NO. 98

EXISTING BCMUD NO. 53 WWTP
MAINTAINED BY COIC

EXHIBIT D

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

MYLAR CHECK: SURVEY _____ PLATTING MGR. _____

LAST SAVED: 12/11/2025 1:34 PM BY: JOSHUA DAVENPORT – PLOT DATE: 12/11/2025 1:34 PM BY: JOSHUA DAVENPORT
PATH/NAME: M:\LJA\2022\1100\05 - MUD #5\APPLICATIONS\DWGS\LJA\EXHIBIT D\EXHIBIT D.DWG

PAD LAYOUT: JOSHUA DAVENPORT

Exhibit E

Estimated Costs of Wastewater Plant Expansion

CITY OF IOWA COLONY
SOUTHWEST WASTEWATER TREATMENT PLANT - EXPANSION TO 0.90 MGD
Pro-rata Cost Share

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000
City of Iowa Colony	1463	365750	73.15%	$603,488	$120,698	$8,046,500	$804,650	$9,575,335
BCMUD 98	537	134250	26.85%	$221,513	$44,303	$2,953,500	$295,350	$3,514,665
Total	2,000	500000	100.00%	$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000

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

This Development Agreement (the "Agreement") is entered into effective _____ 2025, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City") and ALLIED DEVELOPMENT LLC, a Wyoming limited liability company, or its successor or assigns (the "Developer").

RECITALS

Developer owns, or has the contractual right to purchase, approximately 191 acres of land that is located within the extraterritorial jurisdiction of the City, which acreage is more particularly shown in **Exhibit A** (the "Tract"). The City and Developer wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 98 (the "District") will be created to encompass the Tract. The Developer intends to develop the Tract for single-family residential use. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS

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

City means the City of Iowa Colony, Texas.

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

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

Consent Ordinance means the City's resolution, the form of which is attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County Municipal Utility District No. 98 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. 98, a municipal utility district intended to be duly created by act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

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

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

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

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

Utility Agreement means the *Utility Functions Agreement between the City* of *Iowa Colony, Texas and Allied Development LLC on behalf of Brazoria County Municipal Utility District No. 98* dated _____, 2025.

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

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

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

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

ARTICLE II.
DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

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

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

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract comprises approximately 191 acres intended to be subdivided as additional units in the same subdivision, the Developer has submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

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

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

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

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

Section 2.06. Termination. The termination of this Agreement shall not impair any consent to annexation or obligation to provide any consent to annexation by Landowner and/or Developer for annexation of the Tract into the corporate limits of the City. The obligations of the Developer and the City to perform under this Agreement are expressly contingent upon Developer's closing and/or purchasing of at least 191 acres of the Tract ("Closing"). Within thirty (30) days of Closing, Developer shall provide written notice to the City of such event. Should Closing not occur by March 1, 2027, 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. Developer agrees that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developer shall provide streets, drainage, utilities, parks, recreational facilities and roads in accordance with the City-approved Plan of Development at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developer will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before the Developer awards a construction contract for such improvements, and the Developer shall not proceed without City approval thereof. Developer shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. These guidelines shall be sent to the

City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

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

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

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

amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developer shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developer shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, as provided for in more detail on the Plan of Development attached hereto as **Exhibit B**, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

Section 3.04. Road Facilities. All public roads shall be designed and constructed in compliance with the City Development Ordinances and the Utility Agreement; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the City will not accept for ownership and maintenance. Plans for construction of roads by the Developers shall be submitted to the City for review and approval, and the City shall have the right to inspect the roads during construction.

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

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

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

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

ARTICLE IV.
MUNICIPAL UTILITY DISTRICT

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

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

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

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

ARTICLE V.
MATERIAL BREACH, NOTICE AND REMEDIES

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

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

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

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

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

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

(b) The parties agree that nothing in this Agreement can compel Developer to proceed or continue to develop the Tract within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. Enforcement by the City of any City ordinance within the Tract that violates the terms and conditions of this Agreement;

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

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

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

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

Section 5.02. Notice of Developer's Default.

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

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer by a method and within a time reasonably satisfactory to the City. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.03. Notice of City's Default.

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

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

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City by a method and within a time reasonably satisfactory to the Developer. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.04. Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 5.02 or 5.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within ten (10) business days after the mediation is initiated. The parties participating in the mediation shall share the costs of the mediation equally.

Section 5.05. Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching party. In addition to all other remedies, the City may refuse to grant any additional building permits for construction within the Tract subject to this Agreement until the default is remedied to the reasonable satisfaction of the City.

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

termination of this Agreement.

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

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

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

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

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing

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

City:	City of Iowa Colony, Texas 3144 Meridiana Parkway Iowa Colony, Texas 77583 Attn: City Manager
Developer:	Allied Development LLC 3218 E. Bell Rd., #1037 Phoenix, Arizona 85032 Attn: Development
District:	Brazoria County Municipal Utility District No. 98 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

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

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

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

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

b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Developer, or pursuant to a strategic partnership under Section 43.0751of the Texas Local Government Code.

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

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

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

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

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

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

b. No Boycott of Firearms. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not

have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

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

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

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

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

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

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

of law principles. Venue shall be in Brazoria County, Texas.

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

Section 7.10. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 7.11. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

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

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

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

[EXECUTION PAGES FOLLOW]

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

CITY OF IOWA COLONY, TEXAS

_____

ATTEST: APPROVED: _____

_____
CITY SECRETARY

ALLIED DEVELOPMENT LLC,

a Wyoming limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of Allied Development LLC, a Wyoming limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

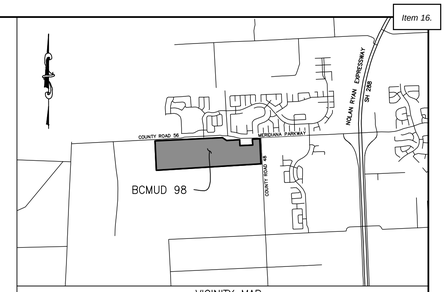
Exhibit A

The Tract

0 200 400
SCALE: 1" = 200'

LEGEND

P.O.B.	POINT OF BEGINNING
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE



VICINITY MAP
NOT TO SCALE

STERLING LAKES WEST SEC 4
FILE NO. 2019065045
B.C.O.P.R.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203
B.C.O.P.R.

STERLING LAKES WEST SEC. 2
FILE NO. 2016052704
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 11
FILE NO. 2014042119
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 10
FILE NO. 2014042127
B.C.O.P.R.

COUNTY ROAD 56

N 87°18'07" E 3,672.00'

FND 1" IP

S 54°33'13" E
265.84'

FND 1" IP

N 87°16'38" E 713.67'

FND 3/4" IP

S 02°50'47" E
312.13'

FND 3/4" IP

N 87°21'08" E 693.26'

FND 1" IP

N 02°37'17" W
313.04'

N 87°16'38" E 394.61'

FND 5/8" IR W/CAP
STAMPED "CIVIL SURV"

CALLED 5.000 ACRES
MICHAEL J. GENTRY
FILE NO 1999014152
B.C.O.P.R.

CALLED 2.346 ACRES
MH SIERRA VISTA RETAIL LLC
FILE NO. 2024036970
B.C.O.P.R.

CALLED 190.484 ACRES
FRED AND NORMA COOCAN FAMILY PARTNERSHIP, LTD.
FILE NO. 2002050042
B.C.O.P.R.

191.30 ACRES
8,332,899 SQ. FEET

N 02°43'18" W 1,599.09'

S 02°47'51" E 1,354.77'

COUNTY ROAD 48

P.O.B.
FND 5/8" IR W/CAP
STAMPED "MANHARD PROP COR"

S 86°28'51" W 5,687.87'

SCODIE
RUN DRIVE
(50' R.O.W.)

CARSON
RANGE DRIVE
(50' R.O.W.)

AMES BOULEVARD
(120' R.O.W.)

SIERRA VISTA WEST SEC 10
FILE NO. 2022051615
B.C.O.P.R.

SIERRA VISTA WEST SEC 3
FILE NO. 2019062381
B.C.O.P.R.

SIERRA VISTA WEST SEC 2
FILE NO. 2019057724
B.C.O.P.R.

SIERRA VISTA WEST SEC 1
FILE NO. 2019057715
B.C.O.P.R.

RESERVE "B"

BAIRD BOULEVARD
(120' R.O.W.)

EXHIBIT A
DISTRICT BOUNDARY MAP OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES
IN THE LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

NOVEMBER 2025 JOB NO. 5522-0221

NOTES:
1) ALL BEARINGS REFERENCED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) CORNER MONUMENTS WERE NOT SET AT THE CLIENTS REQUEST.

STATE OF TEXAS
REGISTERED
CAMERON S. LOWE
6713
PROFESSIONAL
LAND SURVEYOR

CAMERON LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6713

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

S:\Section\Survey\Projects\LJA5001\5522\0221\06 CAD\Working Files\Base Files\Coogan Tract MUD Map Exhibit.dwg 11/5/2025

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

191.30 Acres

November 5, 2025
S001-5522-0221

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B

Plan of Development

±189.7 Ac. COOGAN TRACT - LOTTING STUDY

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: August 19, 2025

0 100 200 400

S:\Planning\01 Planning\5522-1000\04-Lotting Study\5522-1000_Coogan Tract_Lotting Study_08-07-2025.dwg 2025-08-19 DWHITFIELD

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design; accuracy, location, and characteristics of the facilities shown in this exhibit are intended.

Exhibit C

Consent Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98; 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. 98 in the extraterritorial jurisdiction of the City; and

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

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

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

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

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

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

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 98 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 98, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit "B" and incorporated herein in full.

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

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

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

CITY OF IOWA COLONY, TEXAS

_____

WIL KENNEDY, MAYOR

ATTEST:

_____

KAYLEEN ROSSER,

CITY SECRETARY

EXHIBIT A
PROPERTY DESCRIPTION

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

191.30 Acres

November 5, 2025
S001-5522-0221

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B
Consent Conditions

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

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

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

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

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

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

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

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

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

(i) This consent shall automatically be revoked if the purchase of the Tract, as defined in the Development Agreement by and Among the City of Iowa Colony, Texas, and Allied Development, LLC, concerning development of the Tract, is not closed by Allied Development, LLC by March 1, 2027.

Exhibit D

Utility Functions Agreement

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas and ALLIED DEVELOPMENT LLC, a Wyoming limited liability company, or its successor or assigns ("Developer") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developer and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developer's commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

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

WHEREAS, the Developer intends to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 191 acres located within the extraterritorial jurisdiction of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities (as defined below) needed to provide

utility service to lands being developed within and near the boundaries of the District and the City; and

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

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

NOW, THEREFORE;

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

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

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

"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 Allied Development LLC* dated _____, 2025.

"District" shall mean Brazoria County Municipal Utility District No. 98, 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 191 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

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

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

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

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

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

owned Wastewater Facilities and Water Facilities as further described herein.

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

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

"Water Facilities" means water plant facilities, sites, and water wells necessary to serve the District. The Water Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Water Facilities shall be governed by 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, channels, and parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City

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

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

2.05 Road Facilities. The City and the District acknowledge and agree that the public roads within the District will be constructed as shown on and pursuant to the timeline depicted on **Exhibit B** attached hereto. Additionally, the Parties agree that Baird Boulevard will be platted and constructed concurrently with the platting of the final section of development within the District. With regards to the public roads that are required to be constructed outside of the boundaries of the District and cannot be acquired by the Developer or District after exercising commercially reasonable efforts, the City agrees that it will acquire at the District's cost, through the use of eminent domain or otherwise, any land that is needed for the limited purpose constructing such out-of-District roads that are necessary for development of the Facilities, including but not limited to Meridiana Parkway and Ames Boulevard. The Parties agree that the City shall have no financial responsibility as it relates to any real property acquisition efforts. In the event the City engages in condemnation proceedings to acquire the right of way described in this Section 2.05, the District agrees to make a financial donation to the City equal to all costs of litigation and/or settlement related to such condemnation proceedings, provided that the financial donation is used solely for the purposes of condemnation proceedings commenced in furtherance of this Section 2.05.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service to the District. The Parties acknowledge that Brazoria County Municipal Utility District No. 31 ("MUD 31") is currently expanding the City-owned regional water plant located within MUD 31's boundaries and from which the District will be served ("Water Plant Expansion"), and, upon completion of such Water Plant Expansion, the City shall have sufficient water capacity in such regional plant to serve up to 537 equivalent single-family connections ("ESFCs") within the District, which capacity shall be reserved in the City's water system to solely serve development within the District at such time as Water Impact Fees are paid to the City by the District; provided, however, that Water Impact Fees may not be paid or capacity in the City's water system be reserved to serve the District until the Water Plant Expansion is complete and operational.

3.02. Capacity Reservation by City. The City understands and recognizes that Developer currently projects that 537 ESFCs will be needed to serve the District at full development. In addition to the commitments made by the City in this Article III, and subject to Section 3.01 above (i.e., the completion of the Water Plant Expansion and the payment of applicable Water Impact Fees), the City hereby agrees to reserve 173 ESFCs to accommodate initial development of the District (collectively, the "Initial Capacity Reservation") as provided below. The City hereby agrees that the Initial Capacity Reservation shall not be committed by the City to serve property outside the boundaries of the District. The City hereby represents that the Water Plant Expansion is currently anticipated to be complete prior to January 1, 2027, and that it will use commercially reasonable efforts to work with MUD 31 to ensure the project is diligently pursued to completion; however, the City makes no guarantee or warranty with respect to the date of completion of the Water Plant Expansion. Subject to Section 3.01 above, the City shall provide the District with water supply in the total amount of 537 ESFCs according to the following schedule (such amount of water service herein being called the "Water Capacity Reservation"):

- 173 ESFCs on January 1, 2027;
- 187 ESFCs on January 1, 2028; and
- 177 ESFCs on January 1, 2029 (collectively, the "Capacity Schedule")

The City agrees to provide a notice letter to the Developer upon completion of the Water Plant Expansion. Thereafter, Developer may reserve capacity in the City's water system through payment of Water Impact Fees in accordance with the City's latest impact fee ordinance. The payment of such Impact Fees shall be in accordance with the above schedule, or an accelerated schedule if requested by the District and agreed to in writing by the City.

If the City is unable to provide the full amount of the Initial Capacity Reservation by January 1, 2027, and subject to Section 3.09 below, the City agrees to use commercially reasonable efforts to re-allocate any potable water connections that have been reserved, but are not being utilized, as of such time by another user.

For avoidance of doubt, the Water Capacity Reservation shall not exceed the number of ESFC's then purchased by the District through the payment of Water Impact Fees.

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

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

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

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

3.07. Water Impact Fees. The District shall pay Water Impact Fees pursuant to the City's then-effective impact fee ordinance.

3.08. Points of Connection. The number and location of the points of connection between the City's Water Facilities and the Facilities are shown on **Exhibit C** attached hereto. The District hereby agrees that it will design and construct the addition of 12"

Water Line along Ames Boulevard from Sterling Lakes Drive to Meridiana Parkway and the addition of 12" Water Line along Meridiana Parkway from Sterling Lake W Drive to Crystal View Drive (the "Offsite Water Trunklines").

3.09. Interim Capacity. The City agrees to allocate up to 40 ESFCs of interim potable water capacity to serve the District upon request of the District and prior to completion of the Water Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of the corresponding Water Impact Fees.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developer and/or the District shall finance its pro rata share of the design and construction of the expansion of the necessary Wastewater Facilities to serve the District pursuant to this Article IV. The City shall provide the District with its ultimate requirements. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities beyond the capacity needed for the District, 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.

4.02. Wastewater Capacity Reservation by City. The City understands and recognizes that Developer currently projects that wastewater treatment connections in the amount of 537 ESFCs will be needed to serve the District at full development. Such capacity shall be reserved by the City solely to serve the District upon completion of the expansion of the Wastewater Facilities as described in this Article IV ("Wastewater Plant Expansion"). If the Wastewater Plant Expansion is not completed prior to the District requiring waste disposal services the District will provide interim waste disposal service known as "Hold and Haul" at its cost, upon exceeding the interim capacity described in 4.08(h) below.

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

4.04. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be

determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

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

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

4.07. Wastewater Impact Fees. In consideration of the District's financing, construction and conveyance of Facilities to provide sanitary sewer service to the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

4.08. Design and Construction of Wastewater Plant Expansion/Interim Capacity.

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

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

Party	Pro Rata Share of Shared Project Costs	Approximate ESFCs (based on 250 gpd)	Reserved Capacity
District	26.85%	537	134,250 GPD
City	73.15%	1,463	365,750 GPD
Total	**100%**	**2,000**	**500,000 GPD**

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

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

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

(f) Schedule. The Parties acknowledge that the City has already engaged the Project Engineer to design the Wastewater Plant Expansion. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall use commercial reasonable efforts to have design and construction of the Project substantially complete within 30 months of the Effective Date of this Agreement.

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

(h) Interim Capacity. The City agrees to allocate up to 100 ESFCs of interim wastewater treatment capacity to serve the District upon request of the District and prior to completion of the Wastewater Treatment Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of its Pro Rata Share of the costs of construction of the Wastewater Plant Expansion as provided in Section 4.09 below.

4.09 Financing, Accounting, and Records.

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

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

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

(d) Administration of the Project Account. As Project Administrator, the City shall utilize funds in the Project Account only for the payment of costs of the Wastewater Plant Expansion. Such funds shall be invested and continuously

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

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

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

(g) Final Accounting of Project Account. Within 120 days after final completion of the Wastewater Plant Expansion, and provided that the City has determined that all costs of such expansion have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Pro Rata Share of Project Costs, revised as necessary consistent with Section 4.08(b) above. If the total Project Costs exceeds the amount deposited in the Project Account, the City shall promptly invoice the Parties for the Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days or receipt. Upon payment of any final amounts due under this section, the City shall close the Project Account. If any Party discovers any inaccuracy in the administration of the Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Project Account, unless otherwise agreed to in writing by the Parties.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

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

(b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax, provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed $1.50 per $100 in valuation.

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

5.03. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Road Payment (defined below) 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 Road Payments (defined below) from the City.

5.04. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which

would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
ROAD PAYMENTS

6.01. Calculation of Road Payments. In consideration of the financing, acquisition and construction of the Road 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 ("Road Payment"). The Road 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 Road Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be paid to the District under this Section. Expressed as a formula, the Road Payment is: **City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage.**[1] The City shall not pay any portion of the debt service component of its tax rate to the District. The District shall receive the Road Payment equal to 22.6% of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage, commencing pursuant to the terms of Section 6.02 below and ending twenty years thereafter.

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 Road Payment shall be used by the District to pay for the design and construction of public road facilities or to pay debt service on outstanding bonds issued by the District.

6.02. Payment of Road Payment. The Road 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 (calendar tax year 2027 at the earliest),

[1] This formula is included for ease of calculation. As described above, the Road 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.

and shall be payable each May 1 thereafter (the "Payment Date") for the following twenty years, with each such Road 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 tax year 2027, the Road Payment for such year will be due May 1, 2028). Each Road 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 Road Payment per month, for each month or portion thereof during which the Road Payment remains unpaid.

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Road 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 Road 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 Road Payment pertaining thereto and shall notify the District of the amount of such recalculated Road Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Road Payment, the City shall pay to the District the amount, if any, by which the recalculated Road Payment exceeds the amount of the Road 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 Road Payment is less than the amount of the Road 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 Road Payment shall be adjusted accordingly. The obligation of the City to make Road 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 Road Payment shall be made with respect to tax years 2048 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 Road 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 Road Payment, and shall afford the

District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Road Payment or recalculated Road 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. District Taxes. 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 Road 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. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

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

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

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

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

reimbursement from the District for any expenses incurred in connection with the District or development of the Tract until the failure has been cured.

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

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

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
12003 Iowa Colony Boulevard (County Road 65)
Iowa Colony, Texas 77583
Attn: City Manager

Developer:	Allied Development LLC 3218 E. Bell Rd., #1037 Phoenix, AZ 85032 Attn: Development
District:	Brazoria County Municipal Utility District No. 98 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

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

9.06. Assignability. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 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, 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. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

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

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

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

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 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, 2026.

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

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

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

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

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

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

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

ALLIED DEVELOPMENT LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

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

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98

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

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. 98, on behalf of said entity.

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

(SEAL)

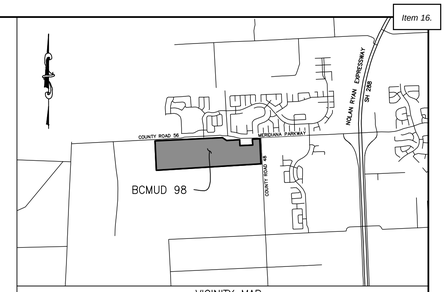
Exhibit A

District Boundaries

0 200 400
SCALE: 1" = 200'

LEGEND

P.O.B.	POINT OF BEGINNING
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE



VICINITY MAP
NOT TO SCALE

STERLING LAKES WEST SEC 4
FILE NO. 2019065045
B.C.O.P.R.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203
B.C.O.P.R.

STERLING LAKES WEST SEC. 2
FILE NO. 2016052704
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 11
FILE NO. 2014042119
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 10
FILE NO. 2014042127
B.C.O.P.R.

COUNTY ROAD 56

N 87°18'07" E 3,672.00'

FND 1" IP

S 54°33'13" E
265.84'

FND 1" IP

N 87°16'38" E 713.67'

FND 3/4" IP

S 02°50'47" E
312.13'

FND 3/4" IP

N 87°21'08" E 693.26'

FND 1" IP

N 02°37'17" W
313.04'

N 87°16'38" E 394.61'

FND 5/8" IR W/CAP
STAMPED "CIVIL SURV"

CALLED 5.000 ACRES
MICHAEL J. GENTRY
FILE NO 1999014152
B.C.O.P.R.

CALLED 2.346 ACRES
MH SIERRA VISTA RETAIL LLC
FILE NO. 2024036970
B.C.O.P.R.

CALLED 190.484 ACRES
FRED AND NORMA COOCAN FAMILY PARTNERSHIP, LTD.
FILE NO. 2002050042
B.C.O.P.R.

191.30 ACRES
8,332,899 SQ. FEET

N 02°43'18" W 1,599.09'

S 02°47'51" E 1,354.77'

COUNTY ROAD 48

P.O.B.
FND 5/8" IR W/CAP
STAMPED "MANHARD PROP COR"

S 86°28'51" W 5,687.87'

SCODIE
RUN DRIVE
(50' R.O.W.)

CARSON
RANGE DRIVE
(50' R.O.W.)

AMES BOULEVARD
(120' R.O.W.)

SIERRA VISTA WEST SEC 10
FILE NO. 2022051615
B.C.O.P.R.

SIERRA VISTA WEST SEC 3
FILE NO. 2019062381
B.C.O.P.R.

SIERRA VISTA WEST SEC 2
FILE NO. 2019057724
B.C.O.P.R.

SIERRA VISTA WEST SEC 1
FILE NO. 2019057715
B.C.O.P.R.

RESERVE "B"

BAIRD BOULEVARD
(120' R.O.W.)

EXHIBIT A
DISTRICT BOUNDARY MAP OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES
IN THE LAVACA NAVIGATION COMPANY SURVEY, A-329 BRAZORIA COUNTY, TEXAS

NOVEMBER 2025 JOB NO. 5522-0221

NOTES:
1) ALL BEARINGS REFERENCED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) CORNER MONUMENTS WERE NOT SET AT THE CLIENTS REQUEST.

STATE OF TEXAS
REGISTERED
CAMERON S. LOWE
6713
PROFESSIONAL
LAND SURVEYOR

CAMERON LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6713

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

S:\Section\Survey\Projects\LJA5001\5522\0221\06 CAD\Working Files\Base Files\Coogan Tract MUD Map Exhibit.dwg 11/5/2025

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

191.30 Acres

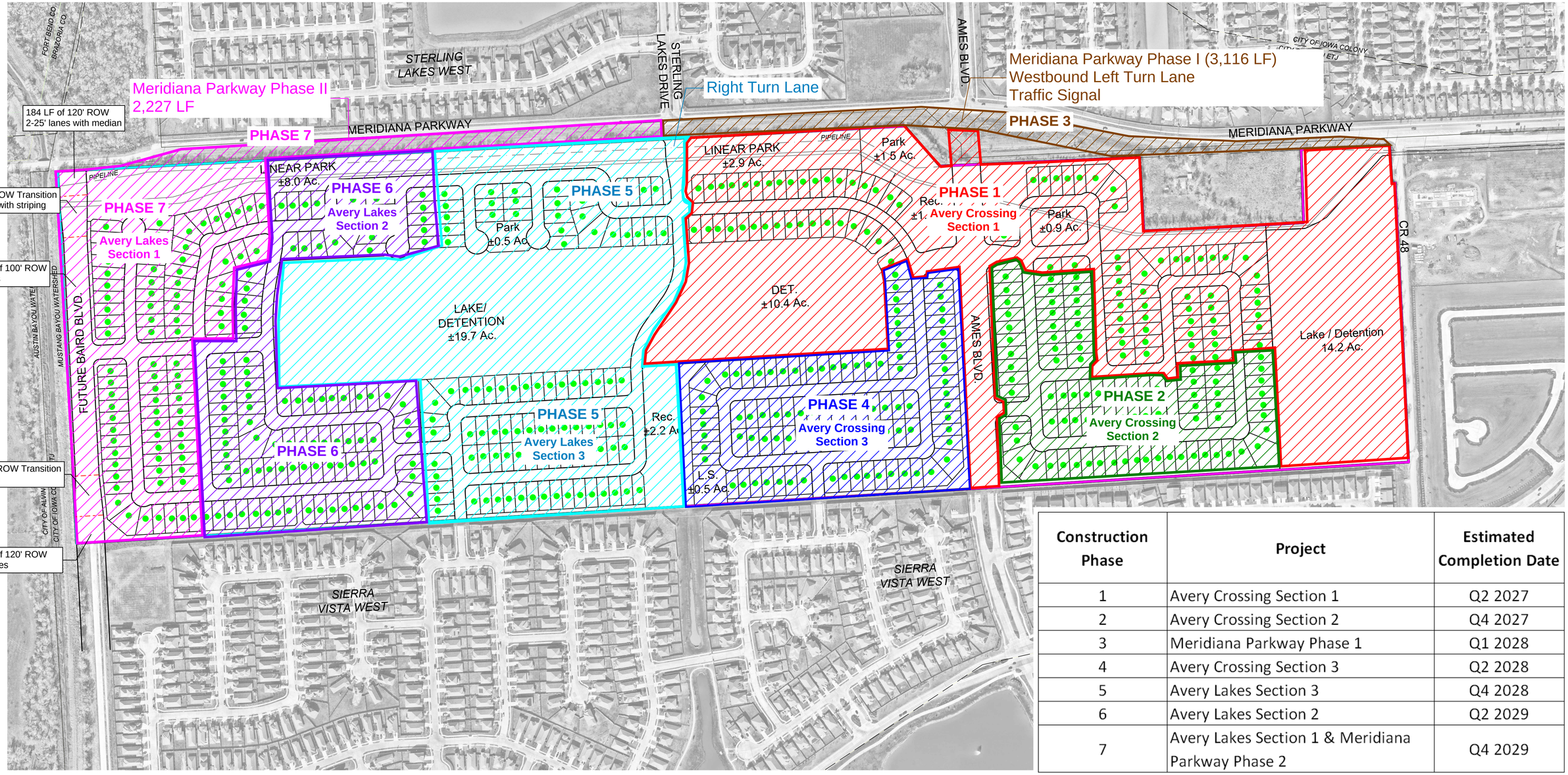
November 5, 2025
S001-5522-0221

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B

Road Facilities



Construction Phase	Project	Estimated Completion Date
1	Avery Crossing Section 1	Q2 2027
2	Avery Crossing Section 2	Q4 2027
3	Meridiana Parkway Phase 1	Q1 2028
4	Avery Crossing Section 3	Q2 2028
5	Avery Lakes Section 3	Q4 2028
6	Avery Lakes Section 2	Q2 2029
7	Avery Lakes Section 1 & Meridiana Parkway Phase 2	Q4 2029

±189.7 Ac. COOGAN TRACT - LOTTING STUDY

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: August 19, 2025

0 100 200 400

S:\Planning\01 Planning\5522-1000\04-Lotting Study\5522-1000_Coogan Tract_Lotting Study_08-07-2025.dwg 2025-08-19 DWHITFIELD

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design; accuracy; location, and other the facilities shown in this exhibit are intended.

Exhibit C

Water Points of Connection

EXHIBIT C

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

LAST SAVED: 12/11/2025 1:24 PM BY: JOSHUA DAVENPORT - PLOT DATE: 12/11/2025 1:26 PM BY: JOSHUA DAVENPORT
PATH/NAME: M:\LWA\2022\1330\00\Work files\Exhibits\Utilities\Exhibit C.dwg
MYLAR CHECK: SURVEY _____ PLATTING MGR. _____
PAD LAYOUT: JOSHUA DAVENPORT

Exhibit D

Wastewater Points of Connection

EXHIBIT D

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

LAST SAVED: 12/11/2025 1:32 PM BY: JOSHUA DAVENPORT - PLOT DATE: 12/11/2025 1:33 PM BY: JOSHUA DAVENPORT
PATH/NAME: P:\LJA\HOU\5522\1\0000\DWG_MISC\EXHIBITS\EXHIBIT D.DWG
MYLAR CHECK: SURVEY _____ PLATTING MGR. _____
PAD LAYOUT: JOSHUA DAVENPORT

(SEE SHEET 1)

FUTURE BAIRD BOULEVARD

FUTURE SANITARY FORCEMAIN
(BY BCMUD NO. 98)

BAIRD BOULEVARD

FUTURE AMES BOULEVARD

AMES BOULEVARD

CRYSTAL VIEW DRIVE

SANITARY CONNECTION TO
BCMUD NO. 53 WWTP
TO SERVICE BCMUD NO. 98

FUTURE SANITARY FORCEMAIN
(BY BCMUD NO. 98)

EXISTING BCMUD NO. 53 WWTP
MAINTAINED BY COIC

N

0 200' 400'

EXHIBIT D

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

MYLAR CHECK: SURVEY _____ PLATTING MGR. _____

LAST SAVED: 12/11/2025 1:34 PM BY: JOSHUA DAVENPORT – PLOT DATE: 12/11/2025 1:34 PM BY: JOSHUA DAVENPORT
PATH/NAME: M:\LJA\2025\1100\05 - MUD #8\APPENDIX\DWGS\LJA\EXHIBIT D\EXH D-SHEET 2.DWG

PAD LAYOUT: JOSHUA DAVENPORT

Exhibit E

Estimated Costs of Wastewater Plant Expansion

CITY OF IOWA COLONY
SOUTHWEST WASTEWATER TREATMENT PLANT - EXPANSION TO 0.90 MGD
Pro-rata Cost Share

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000
City of Iowa Colony	1463	365750	73.15%	$603,488	$120,698	$8,046,500	$804,650	$9,575,335
BCMUD 98	537	134250	26.85%	$221,513	$44,303	$2,953,500	$295,350	$3,514,665
Total	2,000	500000	100.00%	$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000

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, Allied Development LLC, a Wyoming limited liability company, or its successor or assigns (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 191 acres currently wholly located within the City's extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. The Petitioner hereby certifies that it will be, upon its purchase of the Land, the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that will own the Land or have an ownership interest in any part of the Land upon Petitioner's purchase of the Land. The Petitioner acknowledges the City has offered a development agreement and the Petitioner has entered into a development agreement with the City.

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

5. This Petition is irrevocable.

Respectfully submitted this _____ day of _____, 202_, but effective as of the date described above.

ALLIED DEVELOPMENT LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of ALLIED DEVELOPMENT LLC a Wyoming limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 12/10/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E

Item Type: Agreement

Budgeted? N/A (no cost) Cost: 0

If budgeted, identify account:

Short Description:

Consideration and possible action to approve a Development Agreement between the City of Iowa Colony and Allied Development LLC for the development of approximately 189.7 acres and related municipal utility district creation and utility service arrangements.

Explanation/Justification Details:

The Agreement establishes the terms and conditions under which the tract will be developed, including:
Development Agreement:
- Compliance with City Development Ordinances for all public infrastructure.
- Developer responsibility for City consultant costs related to implementation.
- Requirements for annexation petitions, reimbursement eligibility, and utility service delivery.
- Conditions related to creation of MUD 98, including the form of the Consent Ordinance.

- Utility Function Agreement:

- Approval of a Plan of Development. (attached)

City staff recommends approval of the Development Agreement as presented. The Agreement ensures that development proceeds in an orderly, safe, and coordinated manner, consistent with City standards, and secures appropriate controls related to infrastructure, annexation, and long-term service delivery.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

CITY OF IOWA COLONY

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: 12/9/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Agreement

Budgeted? N/A (no cost) Cost: 0

If budgeted, identify account: | | | |

Short Description:

Utility Functions Agreement between the City of Iowa Colony (“City”) and Brazoria County Municipal Utility District No. 57 (“MUD 57”), establishing responsibilities for the financing, construction, conveyance, ownership, and operation of water and wastewater facilities serving approximately 598 acres located within the City

Explanation/Justification Details:

The proposed Utility Functions Agreement formalizes the structure under which MUD 57 will finance, design, and construct water and wastewater facilities to serve development within its boundaries, and the City will assume ownership and operation of the facilities once constructed and conveyed. Key provisions include:MUD 57 will construct water supply, treatment, distribution, and wastewater collection and lift station facilities, as required to serve development within the Tract. Upon completion, the District will convey the Facilities to the City. The City will operate and maintain the conveyed Facilities at its sole expense and will bill customers directly for water and sewer services. (Impact fees for water and wastewater will not be charged against the District or developers because the District is funding and constructing the ultimate-capacity facilities. The Agreement supports long-term regional utility planning by ensuring future integration with City-owned systems. This Agreement is consistent with prior City agreements, including the Joint Facilities and Interconnect Agreement with MUD 55 and the Facility Conveyance Agreement dated April 14, 2025.

Staff recommends approval of the Utility Functions Agreement as presented.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

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 BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). The City and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

WHEREAS, the District consists of approximately 1,588.5893 acres, with 598.31 acres being within the City (such portion located within the City, as more particularly described in Exhibit "A", being referred to as the "Tract") for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, roads, and parks and recreational facilities (as more fully defined below, the "Facilities"), to serve development occurring within the Tract, by financing and purchasing the Facilities; and

WHEREAS, the City does not currently have in place the regional water and sewer facilities necessary to serve the Tract; and

WHEREAS, pursuant to that certain Joint Facilities and Interconnect Agreement between the District and Brazoria County Municipal Utility District No. 55 ("MUD 55"), dated August 8, 2024 (the "Joint Facilities Agreement"), the District has obtained a connection for potable water supply from MUD 55 to serve the Tract until such time as the District's water plant is complete, and after as a continuously open interconnect between the District and MUD 55; and

WHEREAS, pursuant to the Joint Facilities Agreement, the District as agreed to purchase capacity in MUD 55's wastewater treatment plant to serve the Tract; and

WHEREAS, the Parties understand and agree that this Agreement relates to the conveyance of Facilities to serve the Tract, and does not purport to convey any facilities that serve that portion of the District located within the City of Manvel or elsewhere; 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 needed to provide utility service to the Tract; and

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

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities to be conveyed by the District to the City under Section 2.02 below, 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.

"Developer(s)" shall mean Beazer Homes Texas L.P., a Delaware limited partnership Rally 288 East, LLC, a Texas limited liability company, and Rally 288 West, LLC, a Texas limited liability company, who are each property owners within the Tract and are developing their respective tracts within the District.

"District" shall mean Brazoria County Municipal Utility District No. 57, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 598.31 acres of land situated wholly within the City, as described on Exhibit "A" attached hereto, and any land within the City or the City's extraterritorial jurisdiction that is annexed to the District with the consent of the City. For purposes of this Agreement, the term "District" shall only refer to the portion of Brazoria County Municipal Utility District No. 57 located within the City and shall not refer to any portion of Brazoria County Municipal Utility District No. 57 located within the City of Manvel, Texas or elsewhere.

"Engineers" shall mean EHRA Engineering, Inc., consulting engineers, or its replacement, successor or assignee.

"Facilities" shall mean and include the water supply and distribution system, including, without limitation, water distribution lines, and a permanent water well and a water treatment plant, wastewater treatment facilities, including regional and internal collection lines, lift stations and related appurtenances, and wastewater treatment capacity constructed or acquired or to be constructed or acquired by the District to serve the Tract, 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, and including, but not limited to, one water plant and one lift station that are to be constructed by the District, and, upon conveyance from MUD 55, the Alvin ISD lift station which has already been constructed and is currently operational. The terms "Facilities" includes the Water Facilities and the Wastewater Facilities as further described herein.

"MUD 55 Wastewater Facilities" means, one or more steel or concrete erected wastewater treatment service plants and sites necessary to serve the Tract. The design, construction, ownership and operation of the MUD 55 Wastewater Facilities will be solely owned by MUD 55 until MUD 55 conveys the MUD 55 Wastewater Facilities to the City pursuant to that certain Facility Conveyance Agreement among MUD 55 and the City, dated April 14, 2025. The term includes the steel wastewater treatment plant that is currently under construction as of the date of this Agreement, the temporary leased wastewater treatment plant that is currently operated by MUD 55, and any additional wastewater treatment plant(s) that MUD 55 is required to construct pursuant to that certain Facility Conveyance Agreement.

"MUD 57 Wastewater Facilities" means, one or more lift stations and lift station sites that are to be constructed by the District, and includes the Alvin ISD lift station upon conveyance from MUD 55 to MUD 57, which has already been constructed by MUD 55 and is currently operational.

"MUD 57 Wastewater Capacity" means 1,037 equivalent single family connections ("ESFCs") purchased in the MUD 55 Wastewater Facilities to serve the District, and includes any future ESFCs purchased in the MUD 55 Wastewater Facilities to serve the District, subject to the terms of the Facility Conveyance Agreement between MUD 55 and the City dated April 14, 2025.

"Wastewater Facilities" means, the MUD 57 Wastewater Capacity and the MUD 57 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 Tract, as determined solely by the District, with capacity to serve an estimated 1,500 ESFCs. 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 1,000 gallons per minute ("GPM"), one 15,000 gallon hydropneumatics tank ("HPT") and one 25,000 gallon HPT, two 150,000 gallon ground storage tanks (for a total of 300,000 gallons) and 5,000 gpm booster plant capacity. The design and construction of the Water Facilities will be solely funded by the District and/or the Developer(s). 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 have been designed and constructed or 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 convey the same to the City (except for storm water detention facilities or channels, pocket parks, or non-regional public parks, including landscape reserves), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, pocket parks, or non-regional public 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 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 accept the same once the defects have been corrected.

2.04 Operation by the City. Upon conveyance of the Facilities, the City agrees that it will operate and maintain the Facilities at its sole cost and expense, and will provide service to all users within the District without discrimination, provided that the City may have different charges for different categories of users. At such time as the City assumes ownership of the Facilities, (i) the District shall no longer be responsible for its Proportionate Share of the Operation and Maintenance Expenses (as defined therein) of the Facilities as provided in the Joint Facilities Agreement, (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. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels, pocket parks, or non-regional public parks located within the District.

ARTICLE III
WATER FACILITIES

3.01 Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service to the District. Therefore, the Developer(s) and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District which shall be conveyed to the City for ownership and operation upon completion of construction pursuant to Section 2.02 of this 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. 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, 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. The District and the City agree that, pursuant to the Joint Facilities Agreement, upon conveyance of the Water Facilities to the City, the City shall be responsible for the District's Proportionate Share of the Operation and Maintenance Expenses (as defined therein) for the Water Facilities with MUD 55.

3.02. Reserved Capacity. The Water Facilities are currently being constructed to serve up to 1,500 ESFCs. At this time, the District expects that 1,500 ESFCs for water is sufficient to serve projected development within the Tract at full build-out.

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

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

3.05. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, 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.

3.06. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's water plants (including those which have been constructed and conveyed by the District to the City). Should the City's regional water supply system be incapable of providing for the necessary requested capacity at the time of the aforementioned request, the City shall provide a letter of assurance to

purchasers or prospective purchasers that such requester shall be qualified to the required water capacity upon the construction of the City's water supply and distribution facilities, provided that this provision shall not be interpreted to alter the District's obligation to construct all Water Facilities and the Wastewater Facilities necessary to serve the Tract.

3.07. Water Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, the City agrees that Water Impact Fees will not be charged against the District, Developers, or any property owner in the District, including any property annexed into the boundaries of the District with the consent of the City after the date of this Agreement.

3.08 Transfer of Permits. With respect to the Water Facilities, the District agrees to initiate the process of filing with the TCEQ an application transferring the District's water well permit to the City at least thirty (30) days prior to the conveyance of the facilities and work diligently with the TCEQ to complete the transfer. Further the District will execute and deliver to the City the Utility Conveyance conveying the Water Facilities to the City as soon as practicable after the District's water well permit has been transferred to the City.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service to the District. Therefore, the District has agreed to purchase the MUD 57 Wastewater Capacity from MUD 55. Additionally, the Developer(s) and/or the District shall finance, design, and construct or purchase, as applicable, the necessary MUD 57 Wastewater Facilities to serve the District, which shall be conveyed to the City for ownership and operation upon completion of construction pursuant to Section 2.02 of this Agreement. Should the City elect to oversize, upsize, or expand any of the MUD 57 Wastewater Facilities constructed by the District beyond the capacity needed for the District, 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.

4.02. Construction of MUD 55 Wastewater Facilities. As of the Effective Date of this Agreement, the MUD 55 Wastewater Facilities consist of three (3) steel erected wastewater treatment plants, and one (1) concrete erected wastewater treatment plant, which is currently under construction with an anticipated completion date of December 2025. Pursuant to the Joint Facilities Agreement, the District is required to participate in the cost of construction of additional concrete erected wastewater treatment plant(s)

necessary to serve the District and MUD 55, based on the District's Proportionate Share (as defined therein).

The District and the City agree that, upon conveyance of the MUD 57 Wastewater Facilities to the City, the City shall have an obligation to pay the District's Proportionate Share of the Operation and Maintenance expenses in the MUD 55 Wastewater Facilities. The District shall further be obligated to pay its pro-rata share of all permanent wastewater treatment plant capacity necessary to serve the Tract, including, without limitation its pro-rata share of the permanent wastewater treatment plant(s) necessary to serve the Tract.

4.03. Reserved Capacity. The MUD 55 Wastewater Facilities are currently being expanded 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 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 Tract. Pursuant to the Facility Conveyance Agreement between MUD 55 and the City, dated April 14, 2025, MUD 55 and the District shall have 4,300 ESFCs reserved in the MUD 55 Wastewater Facilities.

4.04. Rates. Pursuant to the Joint Facilities Agreement, the District is required to pay its Proportionate Share (as defined therein) of the Operation and Maintenance Expenses for the MUD 57 Wastewater Capacity. The City will acquire such payment obligation and rights with respect to the MUD 57 Wastewater Capacity when the District connects to the MUD 55 Wastewater Facilities, and thereafter the City shall bill and collect from customers of the Wastewater Facilities and shall from time to time fix such rates and charges for such customers of the Wastewater Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Wastewater Facilities will be equal and uniform to those charged to other similar classifications of users in the City. All revenues from the Wastewater Facilities shall belong exclusively to the City.

4.05. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The Wastewater Facilities are intended to provide adequate wastewater capacity to the District. Thus, should the City elect to connect the Wastewater Facilities to the City's regional wastewater collection system, the City shall design, fund, and construct any such necessary wastewater facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Wastewater Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.

4.06. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a

letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's wastewater treatment plants provided that this provision shall not be interpreted to alter the District's obligation to construct all Wastewater Facilities necessary to serve the Tract.

4.07. Wastewater Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities and purchase of wastewater treatment capacity to serve the District, impact fees will not be charged against the District, the Developers, or any property owners in the District, including any property annexed into the boundaries of the District with the consent of the City after the date of this Agreement.

ARTICLE V
FINANCING OF FACILITIES

5.01 Bond Issuances. The District agrees to sell its unlimited tax bonds to finance the Water Facilities and Wastewater Facilities 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, and subject to the approval of the TCEQ and Texas Attorney General.

5.02. 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
REMEDIES IN EVENT OF DEFAULT

6.01 Default by Either Party. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel

any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

6.02 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 VII
MISCELLANEOUS PROVISIONS

7.01. Tri-Party Agreement. The Parties agree that this Utility Functions Agreement, and specifically the City's assumption of the Operation and Maintenance Expenses described in the Joint Facilities Agreement, shall satisfy the obligation of the City, the District and MUD 55 to enter into a tri-party agreement providing for the provision of wastewater treatment services as required by that certain Development Agreement with Beazer Homes Texas L.P., Rally 288 West, LLC and the City.

7.02. Assignment of Agreements. Upon the City's acceptance of the Facilities, the District's rights, titles, and responsibilities under the Joint Facilities Agreement will be assigned to the City, and the City shall have an obligation to pay the District's Proportionate Share of the Operation and Maintenance expenses in the MUD 55 Wastewater Facilities, provided, however, that the District shall continue to be obligated to pay its pro-rata share of all permanent wastewater treatment plant capacity necessary to serve the Tract. The form of such assignment of the Joint Facilities Agreement is attached hereto as Exhibit B.

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

7.05. 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.

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

7.07. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

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

District: Brazoria County Municipal Utility District No. 57
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne
ksherborne@abhr.com

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.08. Assignability. This Agreement may be assigned by either party upon notice in writing to the other party 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.

7.09. 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.

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

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

7.12. 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.

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

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

7.15. 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.

7.16 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.

7.17 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.

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

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

By: _____

Name: _____

Title: President, Board of Directors

Date: _____

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. 57, on behalf of said entity.

_____

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

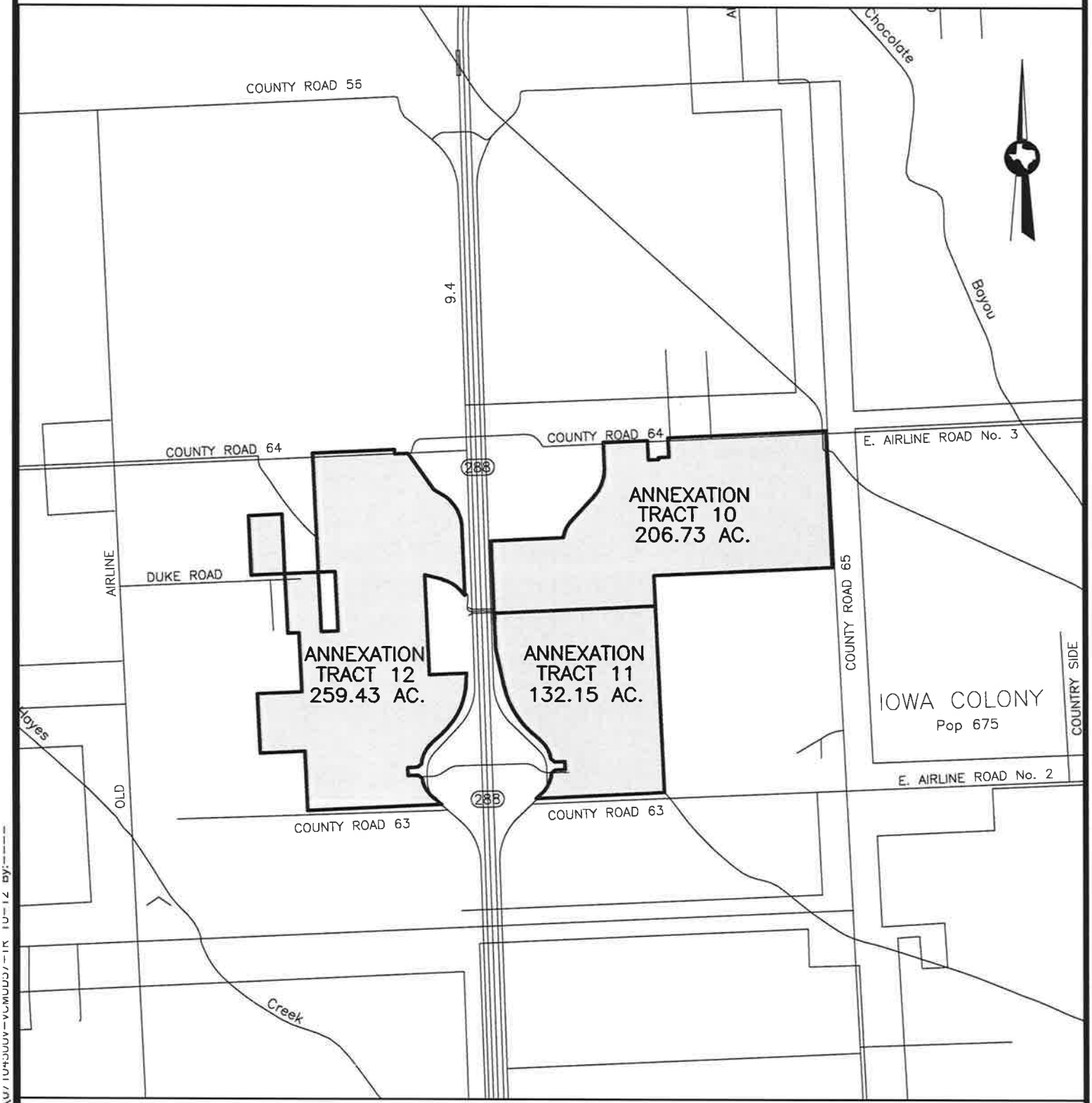
(SEAL)

Exhibit A

Description of Tract

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

(Key Map Page No. 692)



VICINITY MAP

N.T.S.

Exhibit B

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. 57**, 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 "Assignor") hereby assigns all its rights, obligations, title and interests in and to the following agreements ("Agreements")

> Joint Facilities and Interconnect Agreement, dated August 11, 2024, between Assignor and Brazoria County Municipal Utility District No. 55, attached as Exhibit A.

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

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:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Professional Proposal

City of Iowa Colony, Texas

Water & Wastewater Utility
Cost of Service and Rate Design Study Proposal

November 7, 2025

Nelisa Heddin Consulting, LLC
P.O. Box 341855
Lakeway, TX 78734
(512) 589-1028
nheddin@nelisaheddinconsulting.com

EXECUTIVE SUMMARY

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to provide the City of Iowa Colony ("City") with a proposal for Water and Wastewater Utility Rate Consulting Services. NH Consulting will work with the City to develop rate recommendations which will assure adequate revenues for operations and capital improvements on a self-sustaining basis, while considering the economic impact on the Utility's customers, taking into consideration the cost of providing the services. ***NH Consulting offers the City of Iowa Colony unparalleled expertise in the performance of cost of service and rate design analysis.***

NH Consulting is a financial and management consulting firm specializing in meeting the needs of municipal utilities.

NH Consulting intends to provide the City with a comprehensive package of services intended to enable the City to more efficiently manage its utilities and fully evaluate the City's utility rate structure.

The following proposal identifies the project team's qualifications and outlines our approach to the project.

The project team believes that the successful completion of this project will be dependent on the following requirements:

- A project manager who clearly understands the City's operating environment including long-term and short-term goals and is committed to helping the City identify strategies to achieving those goals
- A project manager who is committed to providing value-added services to the City that go beyond simply the performance of a rate study, but assisting the City in planning for the future of its Utilities
- A project manager who is experienced in the performance of and specializing in cost of service and rate design studies for numerous entities throughout the U.S and is a recognized expert in the industry having testified before the State Office of Administrative Hearings and the State Legislature
- Responsiveness and constant communication with the City

As outlined in this proposal, NH Consulting is uniquely qualified to meet each of these requirements.

NELISA HEDDIN CONSULTING, LLC PROFILE

NH Consulting is a management consulting firm specializing in the financial planning and management of municipal utilities. NH Consulting works closely with each client to develop strategic, individualized solutions. We provide a full range of services to meet our clients' complex needs including cost of service and rate design studies, impact fee analysis, and budgeting assistance.

NH Consulting works closely with each client to thoroughly understand their unique needs, goals, issues and challenges and develops strategic solutions customized to address the individualized needs of each client.

Services provided by NH Consulting include:

- Cost of Service and Rate Design Studies
- Comprehensive Fee Analysis
- Indirect Cost Allocation Studies
- Impact Fee Analysis
- Pro Forma Analysis
- Bond Issuance Support
- Annual and Long Term Operational Budgeting
- Cost Benefit Analysis
- Comparative Benchmarking Analysis
- Financial Planning and Modeling
- Financial Planning and Modeling
- Financial Planning and Budgeting for CIP Programs
- Public Education Programs
- Service Area Valuations
- Feasibility Analysis
- Regionalization Planning and Implementation
- Expert Witness Testimony
- Legislative Support
- Billing System Reviews and Implementation

Strategic – Innovative - Excellence

Nelisa Heddin, president of NH Consulting, is Past Chair of the Texas AWWA Rates and Charges Sub-Committee, and is still actively involved in this professional organization. Ms. Heddin brings the most innovative solutions in the industry to each of her clients – allowing her to develop customized strategies to meet each of her clients needs.

PROJECT TEAM PROFILE

NELISA HEDDIN, PROJECT MANAGER

Ms. Heddin will serve as the project manager for this engagement, bringing over 25 years in utility rate design to this engagement. Ms. Heddin will be performing the financial analysis and will responsible for the overall quality control for this engagement.

Ms. Heddin is an industry expert in financial planning and management for municipal utilities, specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has over 25 years experience in providing consulting services to utilities of all sizes throughout the Southwest. She is a Past-Chair of the Texas AWWA Rates and Charges Sub-committee and has been invited to speak at numerous industry functions regarding cost of service issues, rate design, water loss and capital financing.

Expertise You Can Rely On – Quality You Can Trust

NH Consulting assigns a single project manager who services as project manager and analyst for each engagement – this ensures continuity throughout each engagement. Nelisa Heddin, the proposed project manager for this engagement, is a leading expert in cost of service and rate design studies, having worked for entities across the United States such as the Cities of Dallas, Phoenix, Tucson, Little Rock, Webster, Pflugerville, and Georgetown.

Nelisa Heddin

President

Professional Background

Nelisa Heddin is an industry expert in financial planning and management for water and wastewater utilities; specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has over 25 years experience in providing consulting services to utilities of all sizes throughout the Southwest. Ms. Heddin has a Masters of Business Administration with a specialty in Finance. She is a Past-Chair of the Texas AWWA Rates and Charges Subcommittee and has been invited to speak at numerous industry functions regarding water and wastewater rates, rate design, water loss, and capital financing.

Education

B.S., Biology, New Mexico State University, 1996
MBA, Finance, New Mexico State University, 1999

Professional Affiliations

American Water Works Association
Past Chairman Texas AWWA Rates and Charges Subcommittee
Texas Municipal League
Texas Government Financial Officers Association

Sample of Relevant Project Experience

Cost of Service and Rate Design Projects

Bistone Municipal WSC
City of Alamo Heights, Texas
City of Bastrop, Texas
City of Bonham, Texas
City of Burnet, Texas
City of Cameron, Texas
City of Copperas Cove, Texas
City of Corinth, Texas
City of Cuero, Texas
City of Del Rio, Texas
City of Friendswood, Texas
City of Garland, Texas
City of Gladewater, Texas
City of Horseshoe Bay, Texas
City of Idabel, Oklahoma
City of Krum, Texas
City of Lago Vista, Texas
City of Leon Valley, Texas
City of Little Rock, Arkansas
City of Lindale, Texas
City of Mexia, Texas
City of Midland, Texas
City of Missouri City, Texas
City of Moulton, Texas
City of Murphy, Texas
City of New Madrid, Missouri
City of North Lake, Texas
City of Pecos, Texas
City of Pflugerville, Texas
City of Phoenix, Arizona
City of Richmond, Texas
City of Selma, Texas
City of Southside Place, Texas
City of Sweet Water, Texas
City of Webster, Texas
City of Wortham, Texas
Eldorado Area WSD
Fair Management, LC
Gorforth SUD
La Ventana Utilities
MB Wastewater Services, LLC
Quail Valley Utility District
Southern Crossing Utilities
Travis County WCID #17
West Travis County Public Utility Agency
Whiterock Water Supply Corporation

Impact Fee Studies

West Travis County Public Utility Agency
City of Southside Place, Texas
City of Cuero, Texas
City of Bastrop, Texas
City of Burnet, Texas
City of Corinth, Texas
City of Missouri City, Texas

Valuation Analysis

Central Texas UDC
West Travis County Public Utility Agency
U.S. Navy
City of Dallas, Texas
Green Valley SUD
City of Fort Worth, Texas

Operations and Management Reviews

Quail Valley Utility District
City of Waco, Texas
City of Bastrop, Texas
City of Uvalde, Texas
City of Gladewater, Texas
City of Galveston, Texas

Other Projects

Central Texas UDC - Facilities Acquisition Negotiations

City of Georgetown/ Chisholm Trail SUD - Regionalization Feasibility

City of Georgetown - Contract Assignment Consents

City of Lakeway – Review of Utility Rates of Lakeway MUD

City of Bee Cave - Litigation Support and Expert Witness Testimony

La Ventana - Litigation Support and Expert Witness Testimony

White Bluff Rate Payers - Litigation Support and Expert Witness Testimony

Canyon Lake Rate Payers – Litigation Support and Expert Witness Testimony

Publications and Presentations

Texas H2O, November/December 2004, "Finding the Water: How to Cope with HB3338"
Office of Rural Community Affairs, 2004 – *Water Related Training for Local Leaders*
Texas Water, 2004 – Professional Paper - *Water Audits, Water Loss and HB3338*
Texas Rural Water Association Annual Conference 2002– Presentation – *Encroachment Issues*
Incode Education Forum, 2007 – *Selling Utility Rate Studies*
Texas Water, 2006 – *Water Loss Determination*
Munis Education Forum, 2006 – *Utility Rate Analysis*
Incode Education Forum, 2006 – *Utility Rate Analysis*
TAWWA Rate Seminar, 2010 - *Utility Rate Analysis*
GFOAT, 2005 – *Capital Financing Seminar*
GFOAT Gulf-Coast Chapter, 2005 – Presentation – *The GFO's Water Challenges*

PROJECT APPROACH

Analysis of Water Fund Finances and Water Rates

"Inflation and resulting cost impacts on water utility customers, as well as increased public awareness of the need for conservation and more effective use of natural resources, together with the need to provide proper price signals, have challenged utility managers to continue providing high-quality service to water utility customers on an equitable and fair cost basis."[1] There are many State and Federal regulations surrounding water and wastewater rates. Chapter 13 of the Texas Water Code states, "rates shall not be unreasonably preferential, prejudicial, or discriminatory but shall be sufficient, equitable, and consistent in application to each class of consumers." Special care must be taken during the development of water and wastewater rates to ensure that the rates developed are in accordance with this statute.

NH Consulting utilizes a cost of service rate design methodology, called the base-extra capacity method, which is endorsed by the American Water Works Association (AWWA). "The AWWA Rates and Charges Subcommittee does not endorse any substantial departure from cost-of-service based rates to achieve social objectives." [1] The AWWA emphasizes the importance of using sound cost-of-service principles while setting rates.

The development of water rates utilizing the base-extra capacity method involves four primary steps:

1) Determination of Annual Revenue Requirements for the Study Period

It is particularly important that all costs associated with providing service are included in the revenue requirement. This includes direct costs such as those required to pump and treat water, as well as indirect costs such as allocations for administrative overhead incurred by other City departments. It is imperative that the costs included in the revenue requirements are within the confines of State and Federal regulations.

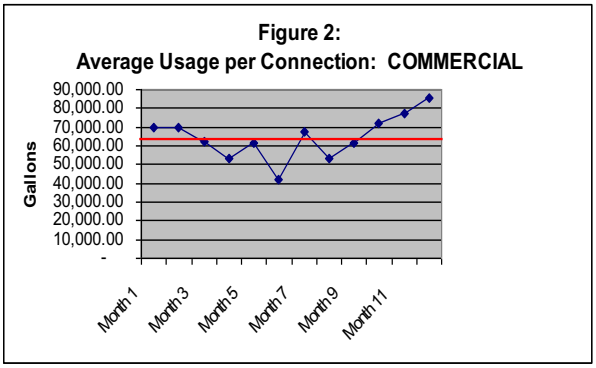
There are two primary approaches to the development of revenue requirements, the "cash-needs" approach, and the "utility" approach. The "cash-needs" approach ensures that the revenues generated by the utility cover the cash needs of the utility, including debt obligations, as they come due, whereas the "utility" basis does not consider debt obligations. The primary difference is that the "utility" basis considers depreciation rather than debt. NH Consulting will work closely with City staff to determine the approach which is most appropriate in meeting the City's needs.

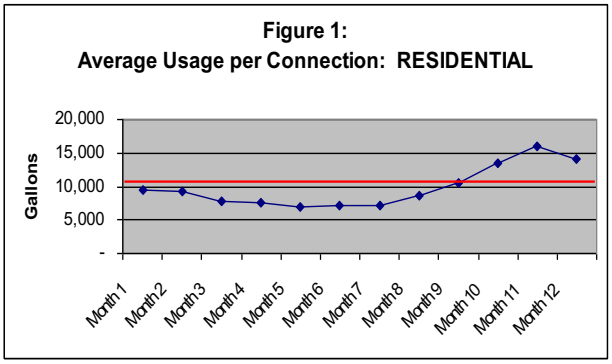
2) Functionalize Revenue Requirements into Cost Components

Chapter 290 of the Texas Administrative Code outlines strict guidelines that the water utility must abide by while providing retail water services. These guidelines outline specific requirements for items such as minimal system capacities. Thus, the City must maintain the infrastructure to meet these requirements. Infrastructure capacity requirements are determined by the number of connections that the system serves, and the size of each connection as well as the usage patterns of those customers. Water utilities are designed to handle times of peak usage, such as summer months when residents are irrigating heavily.

[1] American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

Even though the utility may have average usage at a certain level, it must have the capacity to serve customers at a level that is much greater, in order to meet peaking demands. Figures 1 and 2 demonstrate different usage patterns of residential and commercial customers that may occur on a water utility.





According to the AWWA, "a water utility is required to supply water in total amounts and at such rates of use desired by the customer. A utility incurs costs in relationship to the various expenditure requirements caused by meeting those customer needs. Since the needs for total volume of supply and peak rates of use vary among customers, the costs to the utility of providing service also vary among customers or classes of customers."[2] In other words, there are significant cost implications to the ability a utility system must have to meet peaking patterns. Therefore, one must have an in-depth understanding of the Utility's expenses in order to allocate them properly into functional cost components.

NH Consulting uses a base-extra capacity methodology to functionalize costs into the following components, as defined by the AWWA in the M1 Manual:

- **Base Costs** – costs that tend to vary with the total quantity of water used plus those O&M expenses and capital costs associated with service to customers under average load conditions, without the elements of cost incurred to meet water use variations and resulting peaks in demand.
- **Extra Capacity Costs** – costs associated with meeting rate-of-use requirements in excess of average and include O&M expenses and capital costs for system capacity beyond that required for average rate of use.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of water use.
- **Direct Fire Protection Costs** – those costs that are applicable solely to the fire-protection function.

3) Allocation of Cost Components into Customer Classes

Special care must be taken in the selection of customer classifications. In setting customer classes, one must consider service characteristics, demand patterns, and whether service is provided both inside and outside city limits. Customers grouped in the same classification must utilize water for similar purposes and in similar patterns.

The utilization of the base-extra capacity methodology requires an in-depth analysis of customer usage patterns in order to gain a thorough understanding of the demand factors imposed by each customer classification. While setting appropriate customer classifications, the customer's average and peak usage must be examined.

The ultimate goal of the customer usage analysis is to distribute cost components (base costs, extra-capacity costs, customer costs, and direct fire protection costs) to customer classes based on their specific usage patterns.

[2] American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

4) Design Water Rates

Water rate design is often a daunting and complex task. The primary consideration is to recover from each customer class, within practical limits, the cost to serve that customer class. However, special care must be taken to ensure that rates are equitable among customer classes, and that customers do not experience "rate shock" because of the new rate structure. In addition, it is important to realize that there are many political and policy influences on the rates charged by a water utility. Water rates must also send appropriate pricing signals to the utility's customers. Many rate options exist, including: Minimum bill by meter size; Minimum bill by customer class; Volumetric rate by meter size; Volumetric rate by customer class; Conservation rates; Inclining block rates; Declining block rates; Uniform block pricing; Conservation incentives; Marginal cost rates; Unmetered rates; Direct fire-protection rates The goals of the individual utility must be taken into consideration while evaluating each water rate option.

Analysis of Wastewater Fund Finances and Wastewater Rates

The determination of wastewater rates is accomplished through a similar approach. The four primary steps that are required in wastewater rate analysis are as follows:

1) Determination of Annual Revenue Requirements for the Study Period

The determination of wastewater revenue requirements is accomplished in the same manner as the water revenue requirements. NH Consulting will use the "cash-needs" basis for determination and will project costs into the five-year study period accounting for known and measurable changes and inflationary influences.

2) Functionalize Revenue Requirements into Functional Cost Components

Just as the water costs that the utility incurs are related to the demand the customers put on the water system, wastewater costs are related to the flow and strength of the wastewater returned to the system. The wastewater treatment process is dependent on both the strength of the wastewater and the volume of the wastewater treated. Thus, costs are related to these factors. Wastewater revenue requirements must be functionalized based on:

- **Flow Costs**– Costs incurred by the wastewater utility that can be directly related to the volume of wastewater treated. These costs include pumping costs and wastewater treatment plant capacity.
- **Strength** – Costs incurred by the utility that can be related to the strength of the wastewater treated, such as chemical costs. Strength costs can be further functionalized in terms of BOD, TSS, and NH_3, depending on the facility's specific permit treatment parameters.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of wastewater treated.

3) Allocation of Cost Components into Customer Classes

The functionalized wastewater costs are then allocated to customer classes based on projected flow, and, in the case of surcharge design, strength.

4) Design Wastewater Rates

The design of wastewater rates is a complex task. This is due to the fact that most utilities do not meter wastewater, as they do water. Thus, best estimates must be made during the determination of billing units. This is a particularly sensitive task. It is imperative that a utility normalize the historical data to ensure they do not over-estimate billing units. Additionally, the City must adopt a policy for the determination of wastewater billing. Options include winter averaging and maximum fee capping. Another consideration in setting wastewater rates is the option of wastewater surcharges for industrial customers.

WORK PLAN

The Project Team has put together a work plan that accomplishes the four steps of rate design and accomplishes the goals/objectives outlined by the City. NH Consulting's general approach to rate design is to first thoroughly understand the goals of the Utility and design rates which meet those goals. The Project Team will discuss rate design options and project goals with the City in a kick-off meeting, which will set the tone and direction of the project.

Task Number	Task Name	Description	**Deliverable (if any)**
1	**Revenue Requirement Determination**	Development of Revenue Requirements for the base-year utilizing historical actual costs, City budgets, debt service schedules, capita improvement plans and information/input from City staff.	Detailed schedule outlining the base-year revenue requirement and the basis of development, assumptions, and adjustments will be provided to and reviewed with City staff in a work-paper document. Base year revenue requirements will be relied upon to develop five-year revenue requirements.
2	**Allocation of Revenue Requirements Between Utilities**	Base-year Revenue Requirements will then be allocated between the utilities based upon a variety of cost-causation factors. NH Consulting will rely upon input from City staff to ensure appropriate allocations have been made.	A detailed schedule which allocates the Revenue Requirements between the three utilities and the allocation factors utilized for each line-item will be identified and provided to City staff in a work-paper document. The project team will seek approval of the allocations. The results of this analysis will be incorporated into the five-year Revenue Requirement projections for each utility.
3	**Development of Five-Year Revenue Requirement Forecast**	Once the base year revenue requirements for the test year have been developed, NH Consulting will work with City staff to develop a five-year projection of revenue requirements for each utility. Known and measurable changes such as capital improvements, future debt issues and process changes, will be taken into account. The project team will work closely with City staff project these costs into the five-year planning period considering elements including, but not limited to, inflation, personnel changes, growth impacts, etc. Existing costs will be determined as well as the costs for the proposed CIP. O&M reserves repair and replacement reserves and debt service reserves will be established to	Detailed schedules outlining the five-year projection and the basic assumptions used to make those projections. These schedules will likely be included in the final report of the study.

		coincide with the City's financial policies.	
4	**Functionalization of Revenue Requirements**	Once revenue requirements have been determined and projected for the five-year study period, NH Consulting will functionalize each cost component into functional categories, based on that cost. Cost components for the water utility will be further functionalized into base, extra-capacity, and customer cost categories. Wastewater components will be functionalized into flow, treatment, and customer cost categories.	Cost functionalization work-paper schedules will be reviewed with City staff and will be relied upon for the allocation of costs to customer classes.
5	**Customer Demand Analysis**	NH Consulting will next examine the historical usage patterns of the City's current customer classes and will evaluate possible new customer classifications. NH Consulting will examine the usage patterns of the customer classes to determine their average and peak usage. The customer demand analysis is not only useful in cost allocations, it also enables the utility to make future revenue projections, as well as serve as a tool in water resource planning. In addition, NH Consulting will use this analysis to review the City's current customer classifications as to appropriateness.	Historical customer demands, average use, and peaking patterns will be provided to City staff in detailed work-papers for review and incorporation into the customer cost allocations and future use projections.
6	**Customer Count and Demand Projections**	The next step in the analysis is to project future customer growth. NH Consulting will examine historical growth patterns, and discuss future growth with the City's utility and planning departments to make this projection. In addition, NH Consulting will analyze historical usage patterns and customer growth projections to project usage for the five-year study period.	Future projections of customer count and demands will be reviewed with City staff. The final report will summarize these projections and the basic assumptions utilized in making these projections.
7	**Allocation of Cost Components to Customer Classes**	Once NH Consulting has accurately functionalized costs into cost components and has analyzed customer demands, NH Consulting will be able to allocate costs to customer classes based on their usage patterns, and thus relative demands they place on utilities.	Detailed work-papers allocating costs to customer classes will be reviewed with City staff. The final report will summarize the results of the cost allocation analysis.

8	**Rate Design**	The previous steps have allocated costs to customer classes based on their system demands and have projected customer demands, and thus billing units, into the future. The final step of the analysis is to design rates for the utilities. NH Consulting will first determine cost-of-service based rates for each customer class. Additionally, NH Consulting will provide alternative rate design options if deemed necessary. The ultimate rates recommended by the project team will be fair and equitable among customers; fully recover the costs associated with providing services; and will meet the goals of the City as defined in the project kick-off meeting.	The final rate design work papers will be reviewed with City staff. The recommended rate design will be incorporated into the final report.
9	**Preliminary Draft Report**	NH Consulting will prepare a preliminary draft report for the City that discusses the methodology used during the analyses, the critical assumptions made by the project team, and findings and recommendations. The project team will present the draft report to City staff for comment.	A draft report will be provided to City staff for comment/edits. Unless otherwise requested by the City, the draft report will be provided in an electronic, PDF format.
10	**Issuance of Final Report**	NH Consulting will incorporate the City's comments into the draft report, and will issue a final report to the City. This report would include an executive summary, which documents the findings and recommendations in a clear and concise manner.	The project team will provide the City with the final report.
11	**Presentation of Findings**	NH Consulting will present findings in up to two regularly scheduled or special called meetings/workshops or public hearings. The project team will educate the Council and/or the public on the methodology, findings, and recommendations of the project.	NH Consulting typically presents findings with a Power-Point presentation, or similar format as deemed appropriate.

Proposed Fees

NH Consulting proposes to perform the services described herein for a guaranteed-not-to exceed fee of $35,870, plus out of pocket expenses. The City would be billed monthly based upon percentage of completion, with the final payment to be due upon delivery of final report and presentation of findings. The project budget and scope of services presented herein reflect the project team's understanding of the City's specific needs. ***The project team is willing to negotiate price based on an adjusted scope of services to meet the City's specific needs and budgetary limitations if deemed necessary***.

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 12/4/2025

Department Making Request: 30 - Public Works

Person Making Request: Dinh Ho, P.E.

Item Type: Agreement

Budgeted? YES Cost: 35870

If budgeted, identify account:

Short Description:

The City proposes to enter into an agreement with Nelissa Heddin Consulting, LLC to perform a comprehensive Water and Sewer Rate Study.

Explanation/Justification Details:

The purpose of the study is to evaluate current rates, operational costs, long-term capital needs, and financial sustainability of the water and wastewater utility system. This study will ensure that rates remain fair, equitable, and sufficient to support ongoing operations and future infrastructure needs.

The scope of the study includes:
- Review of operational and maintenance costs.
- Analysis of current customer classes and usage trends
- Evaluation of system depreciation, capital improvement requirements, and debt serviceC
- Comparison with regional utility rate structures
- Development of rate scenarios and recommendations
- Presentation to City Council

The agreement amount is $35,870, which is consistent with typical municipal utility rate evaluation costs.

Attached is the proposal along with Ms. Heddin along with her qualifications.

Requestor Signature: Dinh Ho, P.E.

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Professional Proposal

City of Iowa Colony, Texas

Water & Wastewater Utility
Cost of Service and Rate Design Study Proposal

November 7, 2025

Nelisa Heddin Consulting, LLC
P.O. Box 341855
Lakeway, TX 78734
(512) 589-1028
nheddin@nelisaheddinconsulting.com

EXECUTIVE SUMMARY

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to provide the City of Iowa Colony ("City") with a proposal for Water and Wastewater Utility Rate Consulting Services. NH Consulting will work with the City to develop rate recommendations which will assure adequate revenues for operations and capital improvements on a self-sustaining basis, while considering the economic impact on the Utility's customers, taking into consideration the cost of providing the services. ***NH Consulting offers the City of Iowa Colony unparalleled expertise in the performance of cost of service and rate design analysis.***

NH Consulting is a financial and management consulting firm specializing in meeting the needs of municipal utilities.

NH Consulting intends to provide the City with a comprehensive package of services intended to enable the City to more efficiently manage its utilities and fully evaluate the City's utility rate structure.

The following proposal identifies the project team's qualifications and outlines our approach to the project.

The project team believes that the successful completion of this project will be dependent on the following requirements:

- A project manager who clearly understands the City's operating environment including long-term and short-term goals and is committed to helping the City identify strategies to achieving those goals
- A project manager who is committed to providing value-added services to the City that go beyond simply the performance of a rate study, but assisting the City in planning for the future of its Utilities
- A project manager who is experienced in the performance of and specializing in cost of service and rate design studies for numerous entities throughout the U.S and is a recognized expert in the industry having testified before the State Office of Administrative Hearings and the State Legislature
- Responsiveness and constant communication with the City

As outlined in this proposal, NH Consulting is uniquely qualified to meet each of these requirements.

NELISA HEDDIN CONSULTING, LLC PROFILE

NH Consulting is a management consulting firm specializing in the financial planning and management of municipal utilities. NH Consulting works closely with each client to develop strategic, individualized solutions. We provide a full range of services to meet our clients' complex needs including cost of service and rate design studies, impact fee analysis, and budgeting assistance.

NH Consulting works closely with each client to thoroughly understand their unique needs, goals, issues and challenges and develops strategic solutions customized to address the individualized needs of each client.

Services provided by NH Consulting include:

- Cost of Service and Rate Design Studies
- Comprehensive Fee Analysis
- Indirect Cost Allocation Studies
- Impact Fee Analysis
- Pro Forma Analysis
- Bond Issuance Support
- Annual and Long Term Operational Budgeting
- Cost Benefit Analysis
- Comparative Benchmarking Analysis
- Financial Planning and Modeling
- Financial Planning and Modeling
- Financial Planning and Budgeting for CIP Programs
- Public Education Programs
- Service Area Valuations
- Feasibility Analysis
- Regionalization Planning and Implementation
- Expert Witness Testimony
- Legislative Support
- Billing System Reviews and Implementation

Strategic – Innovative - Excellence

Nelisa Heddin, president of NH Consulting, is Past Chair of the Texas AWWA Rates and Charges Sub-Committee, and is still actively involved in this professional organization. Ms. Heddin brings the most innovative solutions in the industry to each of her clients – allowing her to develop customized strategies to meet each of her clients needs.

PROJECT TEAM PROFILE

NELISA HEDDIN, PROJECT MANAGER

Ms. Heddin will serve as the project manager for this engagement, bringing over 25 years in utility rate design to this engagement. Ms. Heddin will be performing the financial analysis and will responsible for the overall quality control for this engagement.

Ms. Heddin is an industry expert in financial planning and management for municipal utilities, specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has over 25 years experience in providing consulting services to utilities of all sizes throughout the Southwest. She is a Past-Chair of the Texas AWWA Rates and Charges Sub-committee and has been invited to speak at numerous industry functions regarding cost of service issues, rate design, water loss and capital financing.

Expertise You Can Rely On – Quality You Can Trust

NH Consulting assigns a single project manager who services as project manager and analyst for each engagement – this ensures continuity throughout each engagement. Nelisa Heddin, the proposed project manager for this engagement, is a leading expert in cost of service and rate design studies, having worked for entities across the United States such as the Cities of Dallas, Phoenix, Tucson, Little Rock, Webster, Pflugerville, and Georgetown.

Nelisa Heddin

President

Professional Background

Nelisa Heddin is an industry expert in financial planning and management for water and wastewater utilities; specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has over 25 years experience in providing consulting services to utilities of all sizes throughout the Southwest. Ms. Heddin has a Masters of Business Administration with a specialty in Finance. She is a Past-Chair of the Texas AWWA Rates and Charges Subcommittee and has been invited to speak at numerous industry functions regarding water and wastewater rates, rate design, water loss, and capital financing.

Education

B.S., Biology, New Mexico State University, 1996
MBA, Finance, New Mexico State University, 1999

Professional Affiliations

American Water Works Association
Past Chairman Texas AWWA Rates and Charges Subcommittee
Texas Municipal League
Texas Government Financial Officers Association

Sample of Relevant Project Experience

Cost of Service and Rate Design Projects

Bistone Municipal WSC
City of Alamo Heights, Texas
City of Bastrop, Texas
City of Bonham, Texas
City of Burnet, Texas
City of Cameron, Texas
City of Copperas Cove, Texas
City of Corinth, Texas
City of Cuero, Texas
City of Del Rio, Texas
City of Friendswood, Texas
City of Garland, Texas
City of Gladewater, Texas
City of Horseshoe Bay, Texas
City of Idabel, Oklahoma
City of Krum, Texas
City of Lago Vista, Texas
City of Leon Valley, Texas
City of Little Rock, Arkansas
City of Lindale, Texas
City of Mexia, Texas
City of Midland, Texas
City of Missouri City, Texas
City of Moulton, Texas
City of Murphy, Texas
City of New Madrid, Missouri
City of North Lake, Texas
City of Pecos, Texas
City of Pflugerville, Texas
City of Phoenix, Arizona
City of Richmond, Texas
City of Selma, Texas
City of Southside Place, Texas
City of Sweet Water, Texas
City of Webster, Texas
City of Wortham, Texas
Eldorado Area WSD
Fair Management, LC
Gorforth SUD
La Ventana Utilities
MB Wastewater Services, LLC
Quail Valley Utility District
Southern Crossing Utilities
Travis County WCID #17
West Travis County Public Utility Agency
Whiterock Water Supply Corporation

Impact Fee Studies

West Travis County Public Utility Agency
City of Southside Place, Texas
City of Cuero, Texas
City of Bastrop, Texas
City of Burnet, Texas
City of Corinth, Texas
City of Missouri City, Texas

Valuation Analysis

Central Texas UDC
West Travis County Public Utility Agency
U.S. Navy
City of Dallas, Texas
Green Valley SUD
City of Fort Worth, Texas

Operations and Management Reviews

Quail Valley Utility District
City of Waco, Texas
City of Bastrop, Texas
City of Uvalde, Texas
City of Gladewater, Texas
City of Galveston, Texas

Other Projects

Central Texas UDC - Facilities Acquisition Negotiations

City of Georgetown/ Chisholm Trail SUD - Regionalization Feasibility

City of Georgetown - Contract Assignment Consents

City of Lakeway – Review of Utility Rates of Lakeway MUD

City of Bee Cave - Litigation Support and Expert Witness Testimony

La Ventana - Litigation Support and Expert Witness Testimony

White Bluff Rate Payers - Litigation Support and Expert Witness Testimony

Canyon Lake Rate Payers – Litigation Support and Expert Witness Testimony

Publications and Presentations

Texas H2O, November/December 2004, "Finding the Water: How to Cope with HB3338"
Office of Rural Community Affairs, 2004 – *Water Related Training for Local Leaders*
Texas Water, 2004 – Professional Paper - *Water Audits, Water Loss and HB3338*
Texas Rural Water Association Annual Conference 2002– Presentation – *Encroachment Issues*
Incode Education Forum, 2007 – *Selling Utility Rate Studies*
Texas Water, 2006 – *Water Loss Determination*
Munis Education Forum, 2006 – *Utility Rate Analysis*
Incode Education Forum, 2006 – *Utility Rate Analysis*
TAWWA Rate Seminar, 2010 - *Utility Rate Analysis*
GFOAT, 2005 – *Capital Financing Seminar*
GFOAT Gulf-Coast Chapter, 2005 – Presentation – *The GFO's Water Challenges*

PROJECT APPROACH

Analysis of Water Fund Finances and Water Rates

"Inflation and resulting cost impacts on water utility customers, as well as increased public awareness of the need for conservation and more effective use of natural resources, together with the need to provide proper price signals, have challenged utility managers to continue providing high-quality service to water utility customers on an equitable and fair cost basis."[1] There are many State and Federal regulations surrounding water and wastewater rates. Chapter 13 of the Texas Water Code states, "rates shall not be unreasonably preferential, prejudicial, or discriminatory but shall be sufficient, equitable, and consistent in application to each class of consumers." Special care must be taken during the development of water and wastewater rates to ensure that the rates developed are in accordance with this statute.

NH Consulting utilizes a cost of service rate design methodology, called the base-extra capacity method, which is endorsed by the American Water Works Association (AWWA). "The AWWA Rates and Charges Subcommittee does not endorse any substantial departure from cost-of-service based rates to achieve social objectives." [1] The AWWA emphasizes the importance of using sound cost-of-service principles while setting rates.

The development of water rates utilizing the base-extra capacity method involves four primary steps:

1) Determination of Annual Revenue Requirements for the Study Period

It is particularly important that all costs associated with providing service are included in the revenue requirement. This includes direct costs such as those required to pump and treat water, as well as indirect costs such as allocations for administrative overhead incurred by other City departments. It is imperative that the costs included in the revenue requirements are within the confines of State and Federal regulations.

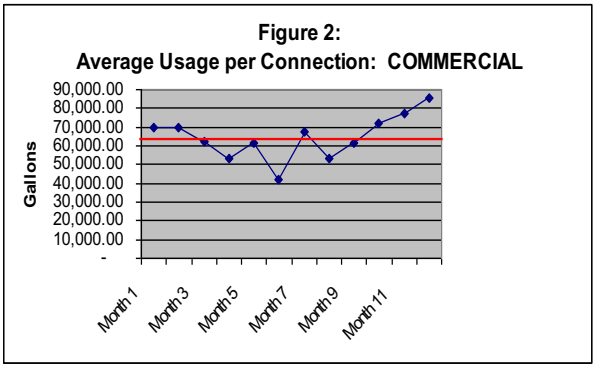
There are two primary approaches to the development of revenue requirements, the "cash-needs" approach, and the "utility" approach. The "cash-needs" approach ensures that the revenues generated by the utility cover the cash needs of the utility, including debt obligations, as they come due, whereas the "utility" basis does not consider debt obligations. The primary difference is that the "utility" basis considers depreciation rather than debt. NH Consulting will work closely with City staff to determine the approach which is most appropriate in meeting the City's needs.

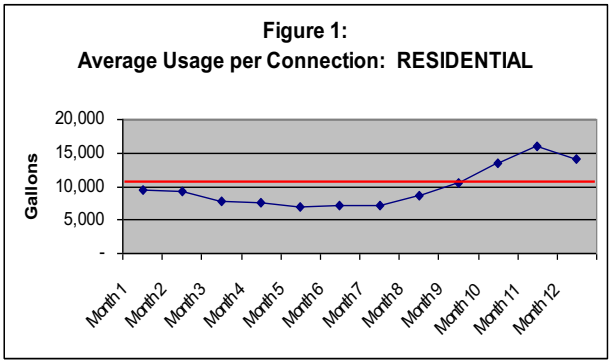
2) Functionalize Revenue Requirements into Cost Components

Chapter 290 of the Texas Administrative Code outlines strict guidelines that the water utility must abide by while providing retail water services. These guidelines outline specific requirements for items such as minimal system capacities. Thus, the City must maintain the infrastructure to meet these requirements. Infrastructure capacity requirements are determined by the number of connections that the system serves, and the size of each connection as well as the usage patterns of those customers. Water utilities are designed to handle times of peak usage, such as summer months when residents are irrigating heavily.

[1] American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

Even though the utility may have average usage at a certain level, it must have the capacity to serve customers at a level that is much greater, in order to meet peaking demands. Figures 1 and 2 demonstrate different usage patterns of residential and commercial customers that may occur on a water utility.





According to the AWWA, "a water utility is required to supply water in total amounts and at such rates of use desired by the customer. A utility incurs costs in relationship to the various expenditure requirements caused by meeting those customer needs. Since the needs for total volume of supply and peak rates of use vary among customers, the costs to the utility of providing service also vary among customers or classes of customers."[2] In other words, there are significant cost implications to the ability a utility system must have to meet peaking patterns. Therefore, one must have an in-depth understanding of the Utility's expenses in order to allocate them properly into functional cost components.

NH Consulting uses a base-extra capacity methodology to functionalize costs into the following components, as defined by the AWWA in the M1 Manual:

- **Base Costs** – costs that tend to vary with the total quantity of water used plus those O&M expenses and capital costs associated with service to customers under average load conditions, without the elements of cost incurred to meet water use variations and resulting peaks in demand.
- **Extra Capacity Costs** – costs associated with meeting rate-of-use requirements in excess of average and include O&M expenses and capital costs for system capacity beyond that required for average rate of use.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of water use.
- **Direct Fire Protection Costs** – those costs that are applicable solely to the fire-protection function.

3) Allocation of Cost Components into Customer Classes

Special care must be taken in the selection of customer classifications. In setting customer classes, one must consider service characteristics, demand patterns, and whether service is provided both inside and outside city limits. Customers grouped in the same classification must utilize water for similar purposes and in similar patterns.

The utilization of the base-extra capacity methodology requires an in-depth analysis of customer usage patterns in order to gain a thorough understanding of the demand factors imposed by each customer classification. While setting appropriate customer classifications, the customer's average and peak usage must be examined.

The ultimate goal of the customer usage analysis is to distribute cost components (base costs, extra-capacity costs, customer costs, and direct fire protection costs) to customer classes based on their specific usage patterns.

[2] American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

4) Design Water Rates

Water rate design is often a daunting and complex task. The primary consideration is to recover from each customer class, within practical limits, the cost to serve that customer class. However, special care must be taken to ensure that rates are equitable among customer classes, and that customers do not experience "rate shock" because of the new rate structure. In addition, it is important to realize that there are many political and policy influences on the rates charged by a water utility. Water rates must also send appropriate pricing signals to the utility's customers. Many rate options exist, including: Minimum bill by meter size; Minimum bill by customer class; Volumetric rate by meter size; Volumetric rate by customer class; Conservation rates; Inclining block rates; Declining block rates; Uniform block pricing; Conservation incentives; Marginal cost rates; Unmetered rates; Direct fire-protection rates The goals of the individual utility must be taken into consideration while evaluating each water rate option.

Analysis of Wastewater Fund Finances and Wastewater Rates

The determination of wastewater rates is accomplished through a similar approach. The four primary steps that are required in wastewater rate analysis are as follows:

1) Determination of Annual Revenue Requirements for the Study Period

The determination of wastewater revenue requirements is accomplished in the same manner as the water revenue requirements. NH Consulting will use the "cash-needs" basis for determination and will project costs into the five-year study period accounting for known and measurable changes and inflationary influences.

2) Functionalize Revenue Requirements into Functional Cost Components

Just as the water costs that the utility incurs are related to the demand the customers put on the water system, wastewater costs are related to the flow and strength of the wastewater returned to the system. The wastewater treatment process is dependent on both the strength of the wastewater and the volume of the wastewater treated. Thus, costs are related to these factors. Wastewater revenue requirements must be functionalized based on:

- **Flow Costs**– Costs incurred by the wastewater utility that can be directly related to the volume of wastewater treated. These costs include pumping costs and wastewater treatment plant capacity.
- **Strength** – Costs incurred by the utility that can be related to the strength of the wastewater treated, such as chemical costs. Strength costs can be further functionalized in terms of BOD, TSS, and NH_3, depending on the facility's specific permit treatment parameters.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of wastewater treated.

3) Allocation of Cost Components into Customer Classes

The functionalized wastewater costs are then allocated to customer classes based on projected flow, and, in the case of surcharge design, strength.

4) Design Wastewater Rates

The design of wastewater rates is a complex task. This is due to the fact that most utilities do not meter wastewater, as they do water. Thus, best estimates must be made during the determination of billing units. This is a particularly sensitive task. It is imperative that a utility normalize the historical data to ensure they do not over-estimate billing units. Additionally, the City must adopt a policy for the determination of wastewater billing. Options include winter averaging and maximum fee capping. Another consideration in setting wastewater rates is the option of wastewater surcharges for industrial customers.

WORK PLAN

The Project Team has put together a work plan that accomplishes the four steps of rate design and accomplishes the goals/objectives outlined by the City. NH Consulting's general approach to rate design is to first thoroughly understand the goals of the Utility and design rates which meet those goals. The Project Team will discuss rate design options and project goals with the City in a kick-off meeting, which will set the tone and direction of the project.

Task Number	Task Name	Description	**Deliverable (if any)**
1	**Revenue Requirement Determination**	Development of Revenue Requirements for the base-year utilizing historical actual costs, City budgets, debt service schedules, capita improvement plans and information/input from City staff.	Detailed schedule outlining the base-year revenue requirement and the basis of development, assumptions, and adjustments will be provided to and reviewed with City staff in a work-paper document. Base year revenue requirements will be relied upon to develop five-year revenue requirements.
2	**Allocation of Revenue Requirements Between Utilities**	Base-year Revenue Requirements will then be allocated between the utilities based upon a variety of cost-causation factors. NH Consulting will rely upon input from City staff to ensure appropriate allocations have been made.	A detailed schedule which allocates the Revenue Requirements between the three utilities and the allocation factors utilized for each line-item will be identified and provided to City staff in a work-paper document. The project team will seek approval of the allocations. The results of this analysis will be incorporated into the five-year Revenue Requirement projections for each utility.
3	**Development of Five-Year Revenue Requirement Forecast**	Once the base year revenue requirements for the test year have been developed, NH Consulting will work with City staff to develop a five-year projection of revenue requirements for each utility. Known and measurable changes such as capital improvements, future debt issues and process changes, will be taken into account. The project team will work closely with City staff project these costs into the five-year planning period considering elements including, but not limited to, inflation, personnel changes, growth impacts, etc. Existing costs will be determined as well as the costs for the proposed CIP. O&M reserves repair and replacement reserves and debt service reserves will be established to	Detailed schedules outlining the five-year projection and the basic assumptions used to make those projections. These schedules will likely be included in the final report of the study.

		coincide with the City's financial policies.	
4	**Functionalization of Revenue Requirements**	Once revenue requirements have been determined and projected for the five-year study period, NH Consulting will functionalize each cost component into functional categories, based on that cost. Cost components for the water utility will be further functionalized into base, extra-capacity, and customer cost categories. Wastewater components will be functionalized into flow, treatment, and customer cost categories.	Cost functionalization work-paper schedules will be reviewed with City staff and will be relied upon for the allocation of costs to customer classes.
5	**Customer Demand Analysis**	NH Consulting will next examine the historical usage patterns of the City's current customer classes and will evaluate possible new customer classifications. NH Consulting will examine the usage patterns of the customer classes to determine their average and peak usage. The customer demand analysis is not only useful in cost allocations, it also enables the utility to make future revenue projections, as well as serve as a tool in water resource planning. In addition, NH Consulting will use this analysis to review the City's current customer classifications as to appropriateness.	Historical customer demands, average use, and peaking patterns will be provided to City staff in detailed work-papers for review and incorporation into the customer cost allocations and future use projections.
6	**Customer Count and Demand Projections**	The next step in the analysis is to project future customer growth. NH Consulting will examine historical growth patterns, and discuss future growth with the City's utility and planning departments to make this projection. In addition, NH Consulting will analyze historical usage patterns and customer growth projections to project usage for the five-year study period.	Future projections of customer count and demands will be reviewed with City staff. The final report will summarize these projections and the basic assumptions utilized in making these projections.
7	**Allocation of Cost Components to Customer Classes**	Once NH Consulting has accurately functionalized costs into cost components and has analyzed customer demands, NH Consulting will be able to allocate costs to customer classes based on their usage patterns, and thus relative demands they place on utilities.	Detailed work-papers allocating costs to customer classes will be reviewed with City staff. The final report will summarize the results of the cost allocation analysis.

8	**Rate Design**	The previous steps have allocated costs to customer classes based on their system demands and have projected customer demands, and thus billing units, into the future. The final step of the analysis is to design rates for the utilities. NH Consulting will first determine cost-of-service based rates for each customer class. Additionally, NH Consulting will provide alternative rate design options if deemed necessary. The ultimate rates recommended by the project team will be fair and equitable among customers; fully recover the costs associated with providing services; and will meet the goals of the City as defined in the project kick-off meeting.	The final rate design work papers will be reviewed with City staff. The recommended rate design will be incorporated into the final report.
9	**Preliminary Draft Report**	NH Consulting will prepare a preliminary draft report for the City that discusses the methodology used during the analyses, the critical assumptions made by the project team, and findings and recommendations. The project team will present the draft report to City staff for comment.	A draft report will be provided to City staff for comment/edits. Unless otherwise requested by the City, the draft report will be provided in an electronic, PDF format.
10	**Issuance of Final Report**	NH Consulting will incorporate the City's comments into the draft report, and will issue a final report to the City. This report would include an executive summary, which documents the findings and recommendations in a clear and concise manner.	The project team will provide the City with the final report.
11	**Presentation of Findings**	NH Consulting will present findings in up to two regularly scheduled or special called meetings/workshops or public hearings. The project team will educate the Council and/or the public on the methodology, findings, and recommendations of the project.	NH Consulting typically presents findings with a Power-Point presentation, or similar format as deemed appropriate.

Proposed Fees

NH Consulting proposes to perform the services described herein for a guaranteed-not-to exceed fee of $35,870, plus out of pocket expenses. The City would be billed monthly based upon percentage of completion, with the final payment to be due upon delivery of final report and presentation of findings. The project budget and scope of services presented herein reflect the project team's understanding of the City's specific needs. ***The project team is willing to negotiate price based on an adjusted scope of services to meet the City's specific needs and budgetary limitations if deemed necessary***.

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 12/9/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Agreement

Budgeted? N/A (no cost) Cost: 0

If budgeted, identify account: | | | |

Short Description:

Interlocal Agreement between City of Iowa Colony (COIC) with the City of Alvin (COA) to make mutually agreed boundary adjustments along the area commonly referred to as the "Alvin Strip." The location identified is within the Meridiana Development, east of Pursley.

Explanation/Justification Details:

Under the Agreement:
1. COA reduces the width of its existing corporate boundary segment ("Current Alvin Strip") to a one-foot-wide Revised Alvin Strip, as depicted in Exhibits B-1 and B-2. Interlocal Agreement.
2. COIC will consent to annexation of the remaining portion of the Current Alvin Strip into Brazoria County MUD No. 55 within seven days of the effective date.
3. MUD 55 will annex the applicable area.
4. COIC receives full jurisdiction over zoning, platting, permitting, and land use within the one-foot Revised Alvin Strip.
5. COIC accepts responsibility for operation and maintenance of water, sewer, drainage, and future roadway facilities once constructed and conveyed.
6. Both cities will update their official maps and GIS files to reflect the new boundary.

Staff recommends approval of the Interlocal Agreement as presented.
This boundary adjustment clarifies jurisdiction, removes regulatory conflicts, and supports orderly development within Meridiana / BC MUD 55.

Requestor Signature:

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, APPROVING AND AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADJUSTING CITY BOUNDARIES AND RELATED MATTERS; AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Iowa Colony, Texas ("Iowa Colony") and the City of Alvin, Texas ("Alvin") desire to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code for the mutual benefit of both municipalities; and

WHEREAS, the Interlocal Agreement provides for a mutually agreed boundary adjustment involving the reduction of the existing Alvin boundary strip and subsequent actions related to Brazoria County Municipal Utility District No. 55; and

WHEREAS, the City Council finds that entering into this Agreement is in the best interest of Iowa Colony and promotes orderly development, jurisdictional clarity, and efficient governmental services; and

WHEREAS, the City Council desires to approve the Interlocal Agreement and authorize the Mayor to execute the Agreement on behalf of the City;

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

SECTION 1. The City Council hereby approves the Interlocal Agreement between the City of Iowa Colony and the City of Alvin, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The Mayor is authorized to execute the Interlocal Agreement and any necessary supporting documents on behalf of the City of Iowa Colony.

SECTION 3. City staff is directed to take all actions necessary to implement the Agreement, including but not limited to updating official maps, preparing required filings in the Official Public Records of Brazoria County, and coordinating with Brazoria County Municipal Utility District No. 55.

PASSED AND APPROVED ON THIS 15th DAY OF DECEMBER, 2025.

CITY OF IOWA COLONY

_____

Wil Kennedy, Mayor

ATTEST:

_____

Kayleen Rosser, City Secretary

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into by and between the City of Alvin, Texas ("Alvin"), a home rule municipality located in the County of Brazoria, Texas, and the City of Iowa Colony, Texas, a home rule municipality located in the County of Brazoria, Texas ("Iowa Colony"). Alvin and Iowa Colony are individually referred to herein as a "Party" and collectively referred to herein as the "Parties." This Agreement is to become effective upon execution by all parties, as of the date of the final signature (the "Effective Date").

RECITALS

This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act.

The Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements.

Alvin and Iowa Colony are permitted, pursuant to Section 43.003 of the Texas Local Government Code, to: (1) fix the boundaries of the municipality; (2) extend the boundaries of the municipality and annex area adjacent to the municipality; and (3) exchange area with other municipalities.

Alvin and Iowa Colony are also permitted, pursuant to Section 43.015 of the Texas Local Government Code, to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width.

Brazoria County Municipal Utility District No. 55 ("BC MUD 55") is a municipal utility district within Brazoria County, Texas. BC MUD 55 is entirely within the corporate limits of Iowa Colony. BC MUD 55 was created for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, roads, and parks and recreational facilities to serve development within BC MUD 55, which is a part of a master-planned community known as Meridiana.

While the corporate boundaries of Alvin are not currently within the boundaries of BC MUD 55, a portion of Alvin's corporate boundaries is adjacent to and affecting

development that is occurring within the boundaries of BC MUD 55, with such corporate boundaries described by metes and bounds and depicted on **Exhibits A-1 and A-2** attached hereto (the "Current Alvin Strip"). The Current Alvin Strip is less than 1,000 feet in width.

Pursuant to Sections 43.003 and 43.015 of the Texas Local Government Code, the Parties wish to adjust their boundaries as set forth in Section 1.a. below, and as depicted on **Exhibits B-1 and B-2** attached hereto (the "Boundary Adjustment").

The City Council for Alvin and Iowa Colony approved entering into this Agreement by resolution, dated _____, and _____, respectively, which are attached hereto as **Exhibit C.**

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, Alvin and Iowa Colony hereby agree as follows:

1. Boundary Adjustment. The Parties agree to adjust their boundaries in the following order:

    a. First, pursuant to Texas Local Government Code Sections 43.003 and 43.015, Alvin and Iowa Colony hereby agree that the boundaries between the cities are adjusted so that the Current Alvin Strip will be reduced in width to one (1) foot, as described by metes and bounds and depicted on **Exhibits B-1 and B-2** attached hereto (the "Revised Alvin Strip"). Alvin and Iowa Colony agree to protect, preserve, and defend the mutually agreeable changes in their boundaries as depicted above.

    b. Within forty-five (45) days after submission of a Petition for Addition of Certain Land, Iowa Colony will adopt a resolution or ordinance consenting to the annexation of the property within the Current Alvin Strip (save and except the Revised Alvin Strip), into BC MUD 55.

    c. Pursuant to Section 54.739, et. seq. of the Texas Water Code, BC MUD 55 will annex the land within the Current Alvin Strip, save and except the Revised Alvin Strip, into its boundaries.

2. Jurisdiction of Iowa Colony and Alvin. From and after the Effective Date, the Parties agree as follows:

a. Iowa Colony will have complete jurisdiction over all zoning, platting, permitting, and land use matters within the Revised Alvin Strip.

b. Iowa Colony agrees to operate, maintain, repair, and replace any water, sewer, drainage facilities and provide water and sewer service within the Revised Alvin Strip after conveyance of such facilities by BC MUD 55 to Iowa Colony, and to accept roads to be constructed within the Revised Alvin Strip for operation, maintenance, repair, and replacement.

c. Iowa Colony and Alvin agree that Alvin will have no obligation to provide municipal services or otherwise exert jurisdiction over the Current Alvin Strip, and that Iowa Colony shall have no obligation to provide municipal services or otherwise exert jurisdiction over the Revised Alvin Strip except as set forth in subsections 2.a. and b. above.

3. Official Map. The respective governing bodies of Alvin and Iowa Colony shall take appropriate action to effectuate the terms of this Agreement through the adoption of the official map showing their respective boundaries as required by Texas Local Government Code Section 41.001, shown on **Exhibit D** attached hereto (the "Official Map"). Alvin and Iowa Colony agree that each Party will cause its GIS map to be updated to reflect the Official Map within forty-five (45) days of the Effective Date.

4. Notice of Boundary Adjustment. Alvin and Iowa Colony will each record a certified copy of this Agreement with the ordinance or resolution adopting and authorizing the execution of this Agreement in the Official Public Records of Brazoria County within thirty (30) days of the Effective Date.

5. Interpretation and Authority. The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in the Texas Government Code, Chapter 791, et. seq. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify, supplement, or otherwise alter the provisions of any other agreement entered into by and between Alvin and Iowa Colony.

6. Payment from Current Revenues. The Parties agree that any payments due hereunder be made from current revenues or other funds of said party lawfully available for this purpose.

7. Entirety. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

8. No Third-Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.

9. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties hereto.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11. Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.

12. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

13. Warranty. By execution of this Agreement, the Parties warrant that the duties accorded herein are within their respective powers and authority.

[SIGNATURE PAGES FOLLOW]

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

The City of Alvin, Texas

By:_____

Gabe Adame, Mayor

ATTEST:

By:_____

Dixie Roberts, City Secretary

The City of Iowa Colony, Texas

By:_____

Wil Kennedy, Mayor

ATTEST:

By:_____

Kayleen Rosser, City Secretary

EXHIBIT A-1

Current Alvin Strip
Metes and Bounds

METES AND BOUNDS DESCRIPTION
BEING 7.341 ACRES
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 514,
BRAZORIA COUNTY, TEXAS

A 7.341 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 514, BRAZORIA COUNTY, TEXAS, BEING A OUT OF A CALLED 120.58 ACRE TRACT OF LAND CONVEYED TO GR-M1 AND RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2006048994; SAID 7.341 ACRE TRACT OF LAND 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):

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said 120.58 acre tract and the southeasterly corner of Merdiana Section 34A, as per plat recorded under Brazoria County Plat Record Number (B.C.P.R. No.) 2024053575;

(1) **THENCE**, South 29°57'08" East, along the northeasterly line of said 120.58 acre tract for a distance of 1,342.93 feet to the southeasterly corner of called 120.58 acre tract being in the northerly line of Lulling Stone Section 2 as per plat recorded in Volume 23, Pages 77 through 82 of the Brazoria County Plat Records from which a found 5/8-inch iron rod bears North 49°42' West, a distance of 0.4 feet;

(2) **THENCE**, South 36°36'16" West, along the common line between the called 120.58 acre tract and Lulling Stone Section 2 for a distance of 109.00 feet to a point for corner;

THENCE, over and across the called 120.58 acre tract the following two (2) courses and distances:

(3) North 29°57'08" West, parallel with and 100.00 feet at a right angle from the northeasterly line of said 120.58 acre tract for a distance of 1,325.34 feet to a point for corner being 100.00 feet at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A;

(4) South 87°19'17" West, parallel with and 100.00 feet at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A for a distance of 1,833.04 feet to a point for corner;

(5) North 02°40'43" West, for a distance of 100.00 feet to a point for corner in the northerly line of the said 120.58 acre tract marking the northwesterly corner of the herein described tract of land;

(6) **THENCE**, North 87°19'17" East, along the common line between the said 120.58 acre tract and said Meridiana Section 34A for a distance of 1,893.99 feet to **POINT OF BEGINNING** and containing 7.341 Acres of land. This description was prepared in conjunction with an exhibit map (08101100V-2025-EH-ALVIN-STRIP-100'.DWG) dated November 11, 2025.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. **TBPELS NO. 10092300**

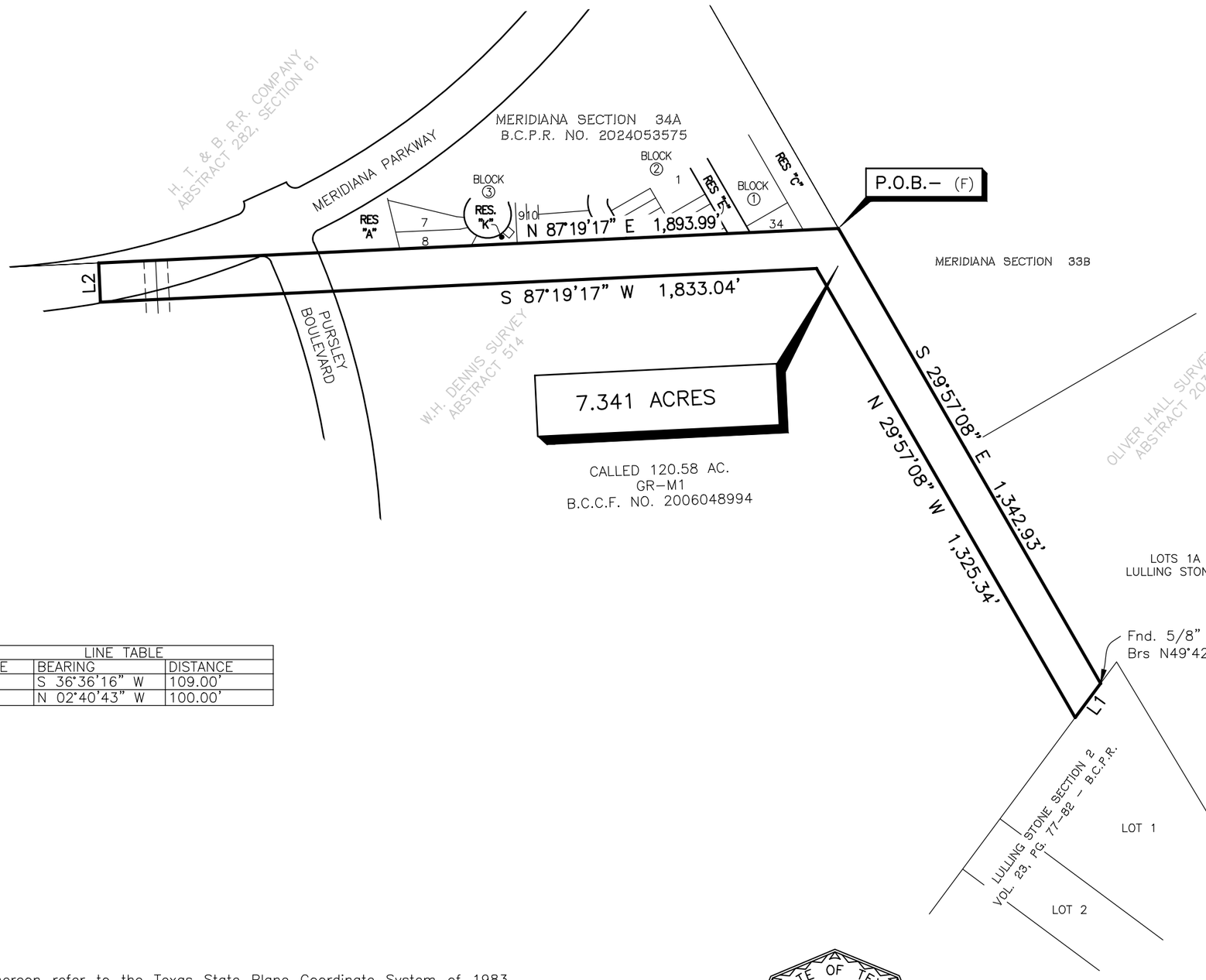
Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Ln.
Houston, Texas 77042
713-784-4500
Date: November 11, 2025
Job No: 081-011-00
File No: R:\2008\081-011-00\documents\technical\Exhibits\2025\08101100V-2025-EH-ALVIN-STRIP-100' MB.docx

EXHIBIT A-2

Current Alvin Strip Survey

LEGEND

AC.	Acres
FND.	Found
B.C.C.F.	Brazoria County Clerk File
B.C.D.R.	Brazoria County Deed Records
B.C.P.R.	Brazoria County Plat Records
I.R.	Iron Rod
P.O.B.	Point of Beginning
PG.	Page
SQ. FT.	Square Feet
VOL.	Volume
(F)	Found 5/8" capped iron rod stamped "E.H.R.A. 713-784-4500"



SCALE: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 36°36'16" W	109.00'
L2	N 02°40'43" W	100.00'

NOTES:

1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.

3. For additional information about the subject tract, see the metes and bounds description prepared separately.

4. No Visible or apparent improvements or features are shown hereon.

Robert L Boelsche

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

EXHIBIT MAP OF A 7.341 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, A-514, BRAZORIA COUNTY, TEXAS

DATE: November 11, 2025	SCALE: 1"= 300'	JOB NO.: 081-011-00
DWG. NAME: 08101100V-2025-EH-ALVIN-STRIP-100'.dwg		DRAWING NO. 735

R:\2008\081-011-00\EXHIBITS\2025\08101100V-2025-EH-ALVIN-STRIP-100' BY:----

EXHIBIT B-1

Revised Alvin Strip
Metes and Bounds

METES AND BOUNDS DESCRIPTION
BEING 3,237 SQUARE FEET OR 0.0743 ACRES
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 514,
BRAZORIA COUNTY, TEXAS

A 3,237 SQUARE FOOT OR 0.0743 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 514, BRAZORIA COUNTY, TEXAS, BEING A OUT OF A CALLED 120.58 ACRE TRACT OF LAND CONVEYED TO GR-M1 AND RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2006048994; SAID 3,237 SQUARE FOOT OR 0.0743 ACRE TRACT OF LAND 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):

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said 120.58 acre tract and the southeasterly corner of Merdiana Section 34A, as per plat recorded under Brazoria County Plat Record Number (B.C.P.R. No.) 2024053575;

(1) **THENCE**, South 29°57'08" East, along the northeasterly line of said 120.58 acre tract for a distance of 1,342.93 feet to the southeasterly corner of called 120.58 acre tract being in the northerly line of Lulling Stone Section 2 as per plat recorded in Volume 23, Pages 77 through 82 of the Brazoria County Plat Records from which a found 5/8-inch iron rod bears North 49°42' West, a distance of 0.4 feet;

(2) **THENCE**, South 36°36'16" West, along the common line between the called 120.58 acre tract and Lulling Stone Section 2 for a distance of 1.09 feet to a point for corner;

THENCE, over and across the called 120.58 acre tract the following two (2) courses and distances:

(3) North 29°57'08" West, parallel with and 1.00 foot at a right angle from the northeasterly line of said 120.58 acre tract for a distance of 1,342.75 feet to a point for corner being 1.00 foot at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A;

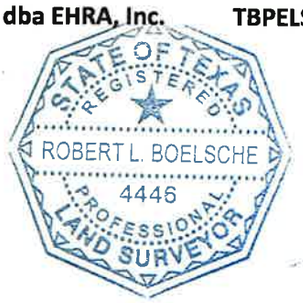
(4) South 87°19'17" West, parallel with and 1.00 foot at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A for a distance of 1,893.38 feet to a point for corner;

(5) North 02°40'43" West, for a distance of 1.00 foot to a point for corner in the northerly line of the said 120.58 acre tract marking the northwesterly corner of the herein described tract of land;

(6) **THENCE**, North 87°19'17" East, along the common line between the said 120.58 acre tract and said Meridiana Section 34A for a distance of 1,893.99 feet to **POINT OF BEGINNING** and containing 3,237 Square Feet or 0.0743 Acres of land. This description was prepared in conjunction with an exhibit map (08101100V-2025-EH-ALVIN-STRIP-REV_2.DWG) dated July 9, 2025 and revised October 21, 2025.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. **TBPELS NO. 10092300**

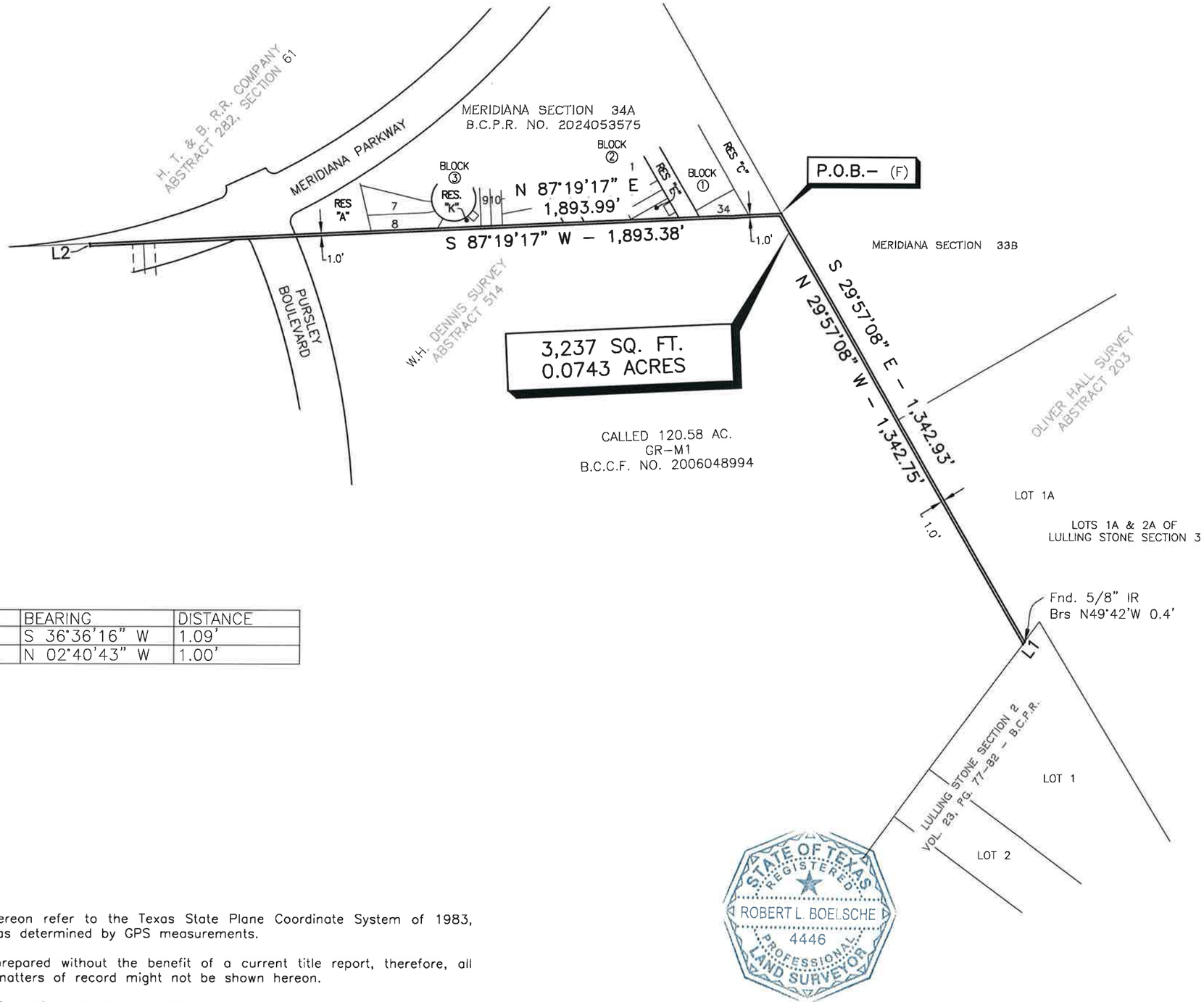
Robert L Boelsche



Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Ln.
Houston, Texas 77042
713-784-4500
Date: July 9, 2025; rev. October 21, 2025
Job No: 081-011-00
File No: R:\2008\081-011-00\documents\technical\Exhibits\2025\08101100V-2025-EH-ALVIN-STRIP-REV_2 MB.docx

EXHIBIT B-2

Revised Alvin Strip Survey



LEGEND

AC.	Acres
FND.	Found
B.C.C.F.	Brazoria County Clerk File
B.C.D.R.	Brazoria County Deed Records
B.C.P.R.	Brazoria County Plat Records
I.R.	Iron Rod
P.O.B.	Point of Beginning
PG.	Page
SQ. FT.	Square Feet
VOL.	Volume
(F)	Found 5/8" capped iron rod stamped "E.H.R.A. 713–784–4500"

0' 300'

SCALE: 1" = 300'

LINE	BEARING	DISTANCE
L1	S 36°36'16" W	1.09'
L2	N 02°40'43" W	1.00'

NOTES:

1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.

3. For additional information about the subject tract, see the metes and bounds description prepared separately.

4. No Visible or apparent improvements or features are shown hereon.

STATE OF TEXAS
REGISTERED
ROBERT L. BOELSCHE
4446
PROFESSIONAL
LAND SURVEYOR

Robert L Boelsche

Revised: October 21, 2025

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

EXHIBIT MAP OF A 3,237 SQUARE FOOT OR 0.0743 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, A–514, BRAZORIA COUNTY, TEXAS

DATE: July 9, 2025	SCALE: 1"= 300'	JOB NO.: 081-	
DWG. NAME: 08101100V–2025–EH–ALVIN–STRIP–REV_2.dwg		DRAWING NO.:	NONE

R:\2008\081-011-00\EXHIBITS\2025\08101100V-2025-EH-ALVIN-STRIP-REV_2 BY:-----

EXHIBIT C

Resolutions of City of Alvin and City of Iowa Colony

Exhibit D

Official Map

ADICO
CONSULTING ENGINEERS

Monday, November 24, 2025

Mayra Hernandez
Quiddity Engineering
2322 W. Grand Pkwy N., Suite 150
Katy, TX 77449
mahernandez@quiddity.com

Re: Astro Sierra Vista, L.P.
Sierra Vista West Plan of Development
Proposed Amendment No. 3
Letter of Recommendation
Adico, LLC Project No. 16007-2-260

Dear Ms. Hernandez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed resubmittal No. 1 to the Request for Proposed Amendment No. 3 to the Sierra Vista West Plan of Development, from Quiddity Engineering, on behalf of CWT Sierra, LP, received on or about November 14, 2025. The review is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Amendment No. 3 proposes changes to ownership and maintenance requirements to the "For Rent" Single Family Residential Development for Sierra Vista West Section 10 recorded plat. The summary of changes is as follows:

1. Add additional language to allow for and define "condominium regime". The language denotes the property owners' association maintenance responsibilities.
2. Allow for single-corporate entity and or condominium regime to own and maintain all and residential units.

Based on our review, we have no objections to approving proposed Amendment No. 3.

Should you have any questions, please do not hesitate our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Natasha Brooks
File: 16007-2-260

QUIDDITY

2322 W Grand Parkway North,
Suite 150
Katy, Texas 77449-7821
Tel: 832.913.4000
Fax: 832.913.4001
www.quiddity.com

October 8, 2025

Mr. Dinh V. Ho, P.E., CFM
City Engineer
Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, TX 77583

Re: Sierra Vista West Plan of Development Amendment Submittal.

Dear Mr. Dinh:

Attached to this letter please find the Plan of Development Amendment Submittal for the Sierra Vista West Plan of Development.

Quiddity Engineering is submitting the PD amendment on behalf of CWT Sierra, LP. The CWT Sierra, LP is proposing changes to the ownership and maintenance requirements to the "For Rent" Single Family Residential development identified in Exhibit B and Figure 10 of the PD also known as Sierra Vista West Section 10 recorded plat. The current PD requires all land and residential units to be owned and maintained by a single corporate entity. This change will allow for condominium regime property ownership and provide an opportunity to own and participate in the equity growth of real estate. However, the single corporate entity will still be maintaining the quality of the environment by maintaining control of all exterior maintenance including exterior walls, paint, landscaping, fences. The development will be managed uniformly, and quality will not be impacted by this change. The changes in this amendment will provide the opportunity for one to be able to own interior limits of one's house only and have a separate entity to operate and maintain the common areas.

The summary of the changes is as follows:

- Exhibit B – D2. Additional language was added to allow for and define "condominium regime". The language denotes the property owners' association maintenance responsibilities.
- Figure 10 – Under the Lot size provision, the text has been updated to allow for a single corporate entity and or condominium regime to own and maintain all and residential units.

We appreciate your assistance and look forward to successfully getting the PD amendment approved.

Sincerely,

Mayra Hernandez, AICP
Land Planning Manager

EXHIBIT B
PLAN OF DEVELOPMENT
Sierra Vista West

A. Introduction.

1. The property is comprised of approximately 269.44 acres and is part of the 501.92 acres that is currently being developed as Sierra Vista West. Sierra Vista West, Sections One through Five, consisting of 232.48 acres have previously been approved by Brazoria County. This area contains a total of 886 lots, minimum fifty (50) feet wide and is identified as "vested property', or "VP" on the exhibits and text included in the Plan of Development. The remaining 269.44 acres subject to this Plan of Development is planned for residential uses with community facilities featuring an 8.7 acre recreation reserve, resort style "lazy river" and other general recreational facilities such as parks, lakes, trails, open space.

2. This PD includes the following sections:

   A. Introduction
   B. General Provisions
   C. Land Uses
   D. Development Regulations
      D1. Development Regulations for Single Family Lots
      D2. Development Regulations for "For Rent" Single Family Residential
      D3. Development Regulations for 50 feet Single Family Residential-Section 11.
   E. Parks, Recreation and Trails
   F. Landscape
   G. School Site
   H. Street Plan & Cross-Sections
   I. Project Phasing

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement, the Development Agreement dated November 2019 and other applicable ordinances of the City. In the event of discrepancies between the text of this document and the exhibits attached, the text shall prevail.

2. The project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1	Boundary Exhibit
Figure 1a	Jurisdiction Map
Figure 2	General Development Plan
Figure 2a	50' Lot Single Family Residential and Recreation Center
Figure 3	Contributing Landscape and Open Space Plan
Figure 4	Thoroughfare Exhibit
Figure 5	Street cross section for Spine Road (Divided)
Figure 6	Street cross section for Spine Road (Divided) with Shared Use Trail
Figure 7	Street cross section for Spine Road, (Undivided)
Figure 8	Street cross section for Spine Road (Undivided) with Shared Use Trail
Figure 9	Phasing Plan of Development
Figure 10	"For Rent" Single Family Residential Site Plan
Figure 11	Perimeter Fencing and Screening
Figure 12	Contributing Landscape and Open Space Plan
Figure 13	Amenity Center Site Plan
Figure 13a	Amenity Center Views
Figure 14	Letter Of No Objection

The project is located west of State Highway 288, between County Roads 56, Meridiana Parkway and C.R. 64, Davenport Parkway. As shown on *Figure 1a: Jurisdiction Map*, parts of the proposed development lie within the City Limit, and parts lie within the City's extra-territorial jurisdiction.

3. A homeowners' association (HOA) shall be established and made legally responsible to maintain all communal areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

4. All future building permits shall be reviewed for conformance with this PD.

5. Screening and Fencing will be provided along major thoroughfares, and along the perimeter boundaries as shown on *Figure 11: Perimeter Fencing and Screening.*

6. Construction of Phase 1 "Recreation Center" as shown on *Figure 2a: 50' Lot Single Family Residential and Recreation Center and Figure 13: Amenity Center Site Plan*, will commence immediately. The Recreation Center will consist of one lazy river, pool and event center.

C. Land Uses.

1. Permitted land uses for tracts identified as Single Family Residential (SFR) on *Figure 2* shall be those uses permitted within District SFR of the Zoning Ordinance. Single Family Residential (SFR) lots shall be a minimum 6,600 square feet and be a minimum sixty (60) feet wide.

2. Permitted land uses for the tracts identified as "For Rent" Single Family Residential on *Figure 2*, Shall include only "For Rent" Single Family Residential units as shown. *Figure 10: "For Rent" Single Family Residential Site Plan [See D2. (a) below]*

3. Permitted land uses for the tracts identified as "Utility" on *Figure 2* shall include municipal utility and drill site purposes.

4. Permitted land uses for the tracts identified as Single Family Residential-Section 11 and Recreation district are listed below in Table 1.0: Permitted Uses. Any use that is not expressly listed below and cannot be reasonably categorized as falling within the definition or common English interpretation of listed use, may be considered by Iowa Colony Planning Board as a Conditional Use or Specific Use. When considering the suitability of an unlisted use, Iowa Colony Planning Board shall have regard to the permissibility of similar land uses, the vision and objectives of the District, the potential amenity impacts associated with the use and whether allowing the use (with or without special conditions) is in the public interest.

5. The maximum number of single-family lots shall not exceed 484 lots. "For Rent" Single Family Residential shall not exceed 110 units. The total of all dwelling units combined shall not exceed 594 units.

6. Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood park purposes, which area shall equal one (1) acre for each fifty-four (54) proposed dwelling units, based on 594 units equals ±11.0 -acre required neighborhood park. Land used for the public park area shall have a minimum frontage of sixty feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the developer, such as hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.

Table 1.0 – Permitted Uses:

Land Uses Permitted	Recreation/Resort	Notes
Dwelling, Single-Family Attached		
Dwelling, Single Family Detached		
Wedding Venue	X	
Outdoor Stage, Performance Venue	X	
Community Center/ HOA amenities and club buildings	X	
Amusement and Recreational Services	X	
Other Spectator Sports, incl. rental concessions	X	
Other Reservation Services	X	
Performance Venue, Outdoor	X	
Membership Sports and Recreation Club	X	
Kiosk	X	
Mobile Food Unit	X	
Restaurant, Refreshment Stand (temporary or Seasonal)	X	
Accessory Building	X	
Temporary uses during construction. Including a “sales trailer” or “construction office”	X	

D. Development Regulations

D1. Development Regulations for Single Family Lots - Maximum 370 lots permitted. Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Minimum lot width: sixty (60) feet.

2. Minimum lot area: 6,600 square feet.

3. Minimum lot depth: One hundred and ten (110) feet or ninety (90) feet for lots fronting on the bulb portion of a cul-de-sac.

4. Maximum lot coverage: Sixty (60) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.

5. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed thirty-five (35) feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.

6. Minimum front yard building setback: twenty-five (25) feet; twenty (20) feet on cul-de-sac bulbs as measured from the front property / right-of-way line.

7. Minimum side yard building setbacks: Five (5) feet for interior, non-corner lots and the non-street side of corner lots; ten (10) feet exterior side yard for corner lots if a minimum fifteen (15) feet by fifteen (15) feet visibility triangle, as measured from the property line / street right-of-way line, that restricts the placement or maintenance of any vertical obstruction, either natural or man-made, within a vertical distance of between three (3) feet and eight (8) feet of the natural ground elevation, is provided on the platted lot subdivision at any street, public or private, intersection. A street side setback of twenty-five (25) feet minimum will be required for all lots siding on a designated major arterial, minor arterial or major collector.

8. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major or minor arterial, the minimum rear yard building setback is twenty –five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major or minor arterial and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty – five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major or minor arterial.

9. All lots shall have a minimum of two (2) trees, planted in the front yard setback. The trees must be a minimum of one and one-half (1-1/2) inches in caliper width and a minimum height of six (6) feet as measured at the tree trunk from the ground as planted. The trees must be located between five (5) feet and fifteen (15) feet from a side lot line and between five (5) feet and twenty (20) feet from the front property line with a minimum of ten (10) feet between tree trunks.

D2. Development Regulations for "For Rent" Single Family Residential - At the time of the preliminary plat, a draft of the protective covenants whereby the Developer proposes to regulate the use of the land shall be submitted to the City. The restrictive covenants, conditions or limitations shall never be less than the minimum requirements of the City as specified in the City's applicable ordinance(s) at the time of plat recordation.

In the "For Rent" Single Family Residential development, the units will be part of a condominium regime. A condominium regime is a form of property ownership where individuals own specific units while jointly owning the common areas of the property, all governed by the Texas Uniform Condominium Act. A Declaration of Condominium separate to this Planned of Development, which will establish the rules, rights, and obligations for all unit owners. A single corporate entity or property owners' association will maintain the common areas of the property including the exterior of all units (houses), yards, and common areas.

1. "For Rent" Single Family Residential shall conform to and or be reasonable similar to the plat and site plan as shown on *Figure 10: "For Rent" Single Family Residential Site Plan*. The plan will feature 110 free standing units on a reserve totaling ±18.0 -acres.
2. Each unit shall have driveway frontage to a paved twenty eight (28) foot wide private access easement. (P.A.E.)
   a) The minimum right-of-way width for a P.A.E. shall be twenty-eight (28) feet, which is coterminous with the pavement width measured from edge-to-edge across the surface of the pavement. The P.A.E. shall remain clear at all times for emergency vehicle access. No parking shall be allowed within the P.A.E.
   b) At the option of an applicant, the right-of-way width of the P.A.E. may be comprised of two paving sections of not less than 20 feet each, separated by a curbed section of not less than five feet and not more than twenty (20) feet in width with a maximum length of one hundred (100) feet off a public street.
   c) Intersections along a P.A.E. shall be a minimum of sixty-five (65) feet apart. When a P.A.E. intersects with another P.A.E. at a 90-degree angle, the P.A.E. shall provide twenty-five (25) foot radius at the intersection.

When a P.A.E. intersects with another P.A.E. at an angle less than 90 degrees, but more than 80 degrees, the P.A.E. shall provide a twenty-five (25) foot radius at the intersection.

d) The centerline radius of a reverse curve on a P.A.E. shall not be less than sixty-five (65) feet. Reverse curves shall be separated by a tangent of not less than twenty-five (25) feet.

3. No building or structure shall exceed two (2) stories, or thirty-five (35) feet.
4. Buildings shall be a minimum of ten (10) feet apart.
5. Minimum front yard building setback shall be twenty (20) feet. All buildings shall face internal private access easements.
6. Minimum side yard building setback shall be ten (10) feet exterior side yard for corner lots. All buildings shall be set back a minimum twenty-five (25) feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
7. Minimum rear yard building setback shall be twenty (20) feet. All buildings shall be set back a minimum twenty-five (25) feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
8. Residential units shall be constructed of brick or masonry veneer exterior walls for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures; and a minimum of sixty (60) percent of the exterior wall (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being fiber cement board.
9. A management office shall be provided on-site, and all open areas, “yards” and all building exteriors shall be maintained by the “management company”.
10. Compensation Open Space: Nine hundred (900) square feet of compensation open space shall be provided per each residential unit in accordance with the performance standards outlined in Section 74 (d)(iii)(A) of City of Iowa Colony Ordinance 2019-14A.
11. Two (2) garage parking spaces and two (2) off-street parking spaces shall be provided for each residential unit. In addition, one (1) guest parking space for every four (4) units shall be provided throughout the site.

D3. Development Regulations for 50’ Lots Single Family Residential (Section 11)

1. Minimum lot width: Fifty (50) feet.
2. Minimum lot area: 5,500 square feet.
3. Minimum lot depth: One hundred and ten (110) feet.
4. For all related minimum standards regarding lot coverage, building height, building setbacks, and landscape requirements refer to Development Regulations- Section D1.

5. Compensation Open Space: The ±8.7-acre recreation reserve and HOA amenities will satisfy the C.O.S. requirements for the single family residential in this District. Additionally, the developer will dedicate an additional ±18.0-acre of park land as identified in *Figure 12* of this document to the City of Iowa Colony. The park will be deeded to the city of Iowa Colony on the approval of Final Plats for the 50 feet Single Family Residential Section 11 by the City Council.

E. **Parks, Recreation and Trails**

As shown on *Figure 3*, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. A maximum of fifty percent (50) percent of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following.
   (a) Several small "pocket parks", recreation reserves of a minimum one-quarter (1/4) acre, strategically located near the entries of various neighborhood pods, as shown on *Figure 3.* A contributing park / recreation / open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
   (b) The recreational amenities, including the ±8.7-acre recreation reserve and HOA buildings will contribute to the open space and park requirements for this District. as shown on *Figure 3, Contributing Landscape and Open Space Plan*. The recreational amenities are centrally located, consisting of 8.7 acres including water recreation, HOA building, playground, picnic areas and/or other active recreational uses.

2. A minimum of fifty percent (50%) – 5.6 acres of the required area for neighborhood park land shall be dedicated to, and accessible to the public. Public Park land shall conform to the criteria indicated in the UDC regarding parkland dedication. Section 3.2.1.5. Consisting of the following:

   (a) Unencumbered landscape buffer, open space and trails.
   (b) Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a 50% credit but only if it complies with criteria listed below.
   - Land used for the public park area shall have a minimum frontage of sixty (60) feet on a public street. Contributing areas shall include hiking, biking, and all-weather paths, landscaping and sodding installed according to the construction standards of the City. Paths must also be connected to recreation areas as part of an open space system.
   - Areas along lake and drainage channel borders shall have an average minimum width of thirty (30) feet and a minimum width of twenty (20) feet; and

- Side slopes for area used in credit not to exceed a five to one (5:1) ratio.

(c) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of sixty (60) feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is twenty (20) feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.

(d) View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.

(e) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.

3. Approximately ±18 acres as identified in *Figure 12* will be deeded to the City of Iowa Colony as a part of an integrated public park system upon approval of the final plats for the single-family residential unit development mentioned in D3.

4. Minimum five (5) foot width sidewalks shall be provided along both sides of local public and private residential streets. Except, sidewalks are not required adjacent to twenty-eight (28) foot wide P.A.E. in the "For Rent" Single Family development. All sidewalks shall be constructed in accordance with the City of Iowa Colony standard details and shall meet the State of Texas ADA standards.

5. Minimum six (6) foot width sidewalks shall be provided along both sides of major arterials, minor arterials, major collectors and the central spine road (as depicted in *Figure 4* attached) within and adjacent to the property. At the discretion of the developer, a twelve (12) foot wide joint use trail may be constructed on only one side of the right-of-way in lieu of two six (6) foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided.

F. **Landscape**

All development will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code, Section 3.3.1 Screening, and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants except as listed below.

1. A landscape buffer with a minimum fifteen (15) foot width shall be located along each side of the Crystal View Drive, as shown on *Figure 3*, where lots

side or rear to the spine road. The buffer is in addition to the minimum street right-of-way width and shall include trees, benches, plazas and landscape screening. No on-street parking will be allowed along the designated spine road.

2. Screening
   a) The existing trees and hedge row along existing CR 48 will meet the requirements of Section 3.3.1.2 without the need for additional plantings.
   b) Perimeter Fencing and Screening will be constructed as shown on *Figure 8, Perimeter Fencing and Screening*.

3. Plant List

Trees: Except palm trees to be placed within the recreation site only and not within the ROW as street trees.

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

Shrubs/Groundcovers:

- Coppertone Loquat – Eriobotrya japonica 'Coppertone' (Evergreen)
- Morning Light Miscanthus – Miscanthus sinensis 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush – Callistemon citrinus 'Little John' (Evergreen)
- Variegated Flax Lily – Dianella tasmanica 'Variegata' (Evergreen)
- Mexican Feather Grass – Nassella tenuissima (Herbaceous)
- New Gold Lantana – Lantana x hybrid 'New Gold' (Evergreen)
- Liriope – Liriope muscari (Evergreen)
- Gulf Muhly Grass - Muhlenbergia capillaris

- Drift Rose (Apricot) – Rosa 'Meimirrot'
- Dwarf Firebush – Hamelia patens
- Summer Wisteria – Indigofera decora
- Hameln Grass – Pennisetumalopecuroides 'Hameln'
- Sandy Leaf Fig – Ficus tikoua
- Purple Trailing Verbena – Verbena canadensis 'Homestead Purple'
- Snow-N-Summer Jasmine – Trachelospermum asiaticum 'Snow-N-Summer'
- Green Mound Juniper – Juniperus procumben 'Green Mound'
- Bicolor Iris – Dietes Bicolor (Evergreen)
- Foxtail Fern – Asparagus meyeri (Evergreen)
- Japanese Blueberry – Elaeocarpus decipiens (Evergreen)
- Dwarf Palmetto- Sabal minor
- Shell Ginger- Alpinia Zerumbet 'Variegata'
- Bat Faced Cuphea- Cuphea llavea
- Canna Lily- Canna indica
- Yellow Iris- Iris pseudacorus
- Knockout Rose- Roba 'Radrazz'
- Double Red Knockout Rose- Rosa x 'Knockout' TM
- Variegated Asian Jasmine- Asiatic jasmine
- Geyser Pink Gaura- Gaura lindheimeri 'Geyser Pink'
- Geyser White Gaura- Gaura lindheimeri 'Geyser White'
- Super Green Giant Liriope- Liriope muscari 'Super Green Giant'
- Yellow-tip Ligustrum- Ligustrum howardii
- Sweet Viburnum - Viburnum odoratissimum
- Kaleidoscope Abelia- Abelia x grandiflora 'Kaleidoscope'
- Rose Creek Abelia- Abelia x grandiflora 'Rose Creek'
- Dwarf Schilling's Holly- Ilex vomitoria 'Schilling's Dwarf'
- Lindheimer's Muhly- Muhlenbergia lindheimeri
- Dwarf Nandina- Nandina domestica
- Switch Grass- Panicum virgatum 'Shenandoah'
- Spring Bouquet Laurestinus- Viburnum tinus 'Spring Bouquet'
- Sand Cord Grass- Spartina bakeri
- Variegated Confederate Jasmine- Trachelospermum jasminoides 'Variegatum'

G. **School Site**

As shown of *Figure 2*, an elementary school site shall be provided for purchase at the option of the Alvin Independent School District. If the AISD chooses not to purchase the site, the site is limited to the same uses as for tracts identified as

Single Family Residential (SFR) on *Figure 2*. The developer will reserve the land for purchase by Alvin ISD for a period of three (3) years after the date the land is acquired by the developer and for a period no earlier than the completion of a combined total of 600 homes within the vested property or Sierra Vista West PD. The Developer would require that the District have the land under contract and close within one (1) year of the Districts decision to purchase the land.

H. **Street Plan and Cross Sections.**

1. Street improvements shall be built in phases as the project develops in accordance with the City's Engineering Design Criteria Manual, Developers Agreement, street plan and cross sections listed below.

- Figure 4: Thoroughfare Exhibit
- Figure 5: Street cross section for the spine road (divided) and greenbelt
- Figure 6: Street cross section for the spine road (divided) with Shared Use Trail
- Figure 7: Street cross section for the spine road (undivided) and greenbelt
- Figure 8: Street cross section for the spine road (undivided) with Shared Use Trail

I. **Project Phasing**

Figure 9 indicates the general time and location of the proposed development phasing. The precise dates of each phase is subject to change due to general economic variables and market demand.

J. Recreation Area

The recreation area will be built in general conformance with the City of Iowa Colony Engineering Design Criteria Manual effective June 20,2009 and as per the permitted plan set approved by the City of Iowa Colony, Adico LLC . Please see *Figure 14 – Letter of No Objection*. Also refer to *Figure 13* illustrating the recreation center site plan identifying a comprehensive list of amenities and *Figure 13 A* for the elevations and 3D view of the recreation center respectively.

Sierra Vista West

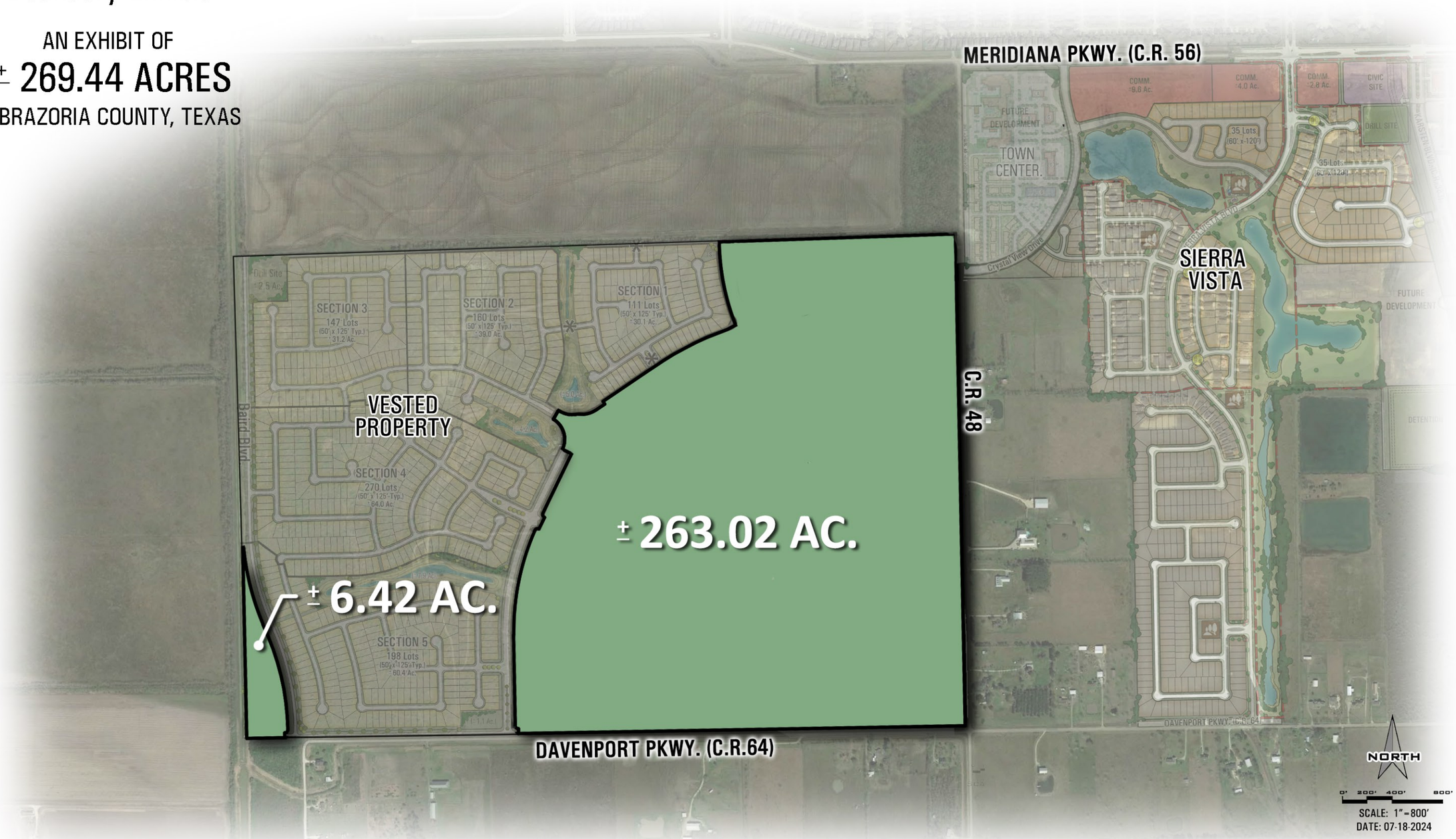
Boundary Exhibit

AN EXHIBIT OF

± 269.44 ACRES

IN BRAZORIA COUNTY, TEXAS

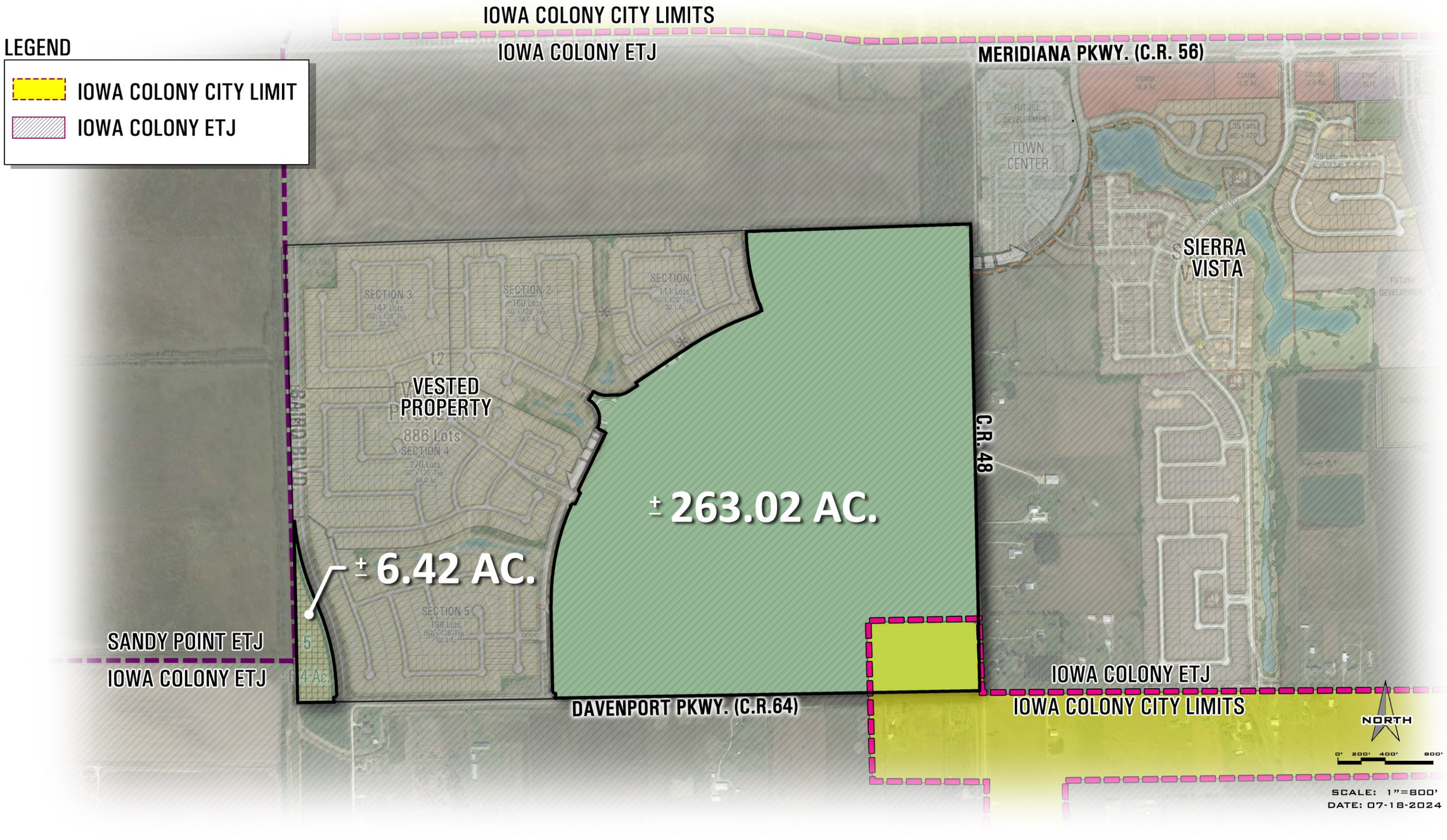
FIGURE 1



QUIDDITY ENGINEERING

Sierra Vista West
Jurisdiction Map

FIGURE 1A



QUIDDITY ENGINEERING

Sierra Vista West
General Development Plan

FIGURE 2

LEGEND		
1	SF 1 - MAXIMUM 370 LOTS - LOTS SHALL BE A MINIMUM OF 60' WIDE and 6,600 SF.	98.4 AC.
2	INDICATES PROPOSED SWING	18.0 AC.
3	INDICATES PROPOSED 50' SF LOTS (114 lots)	30.2 AC.
4	INDICATES PROPOSED DETENTION/RECREATION	63.0 AC.
5	INDICATES PROPOSED UTILITY SWING	6.4 AC.
6	INDICATES PROPOSED GATED ENTRY/ PRIVATE STREET ONLY	-
7	INDICATES PROPOSED PUBLIC RECREATION SITE	5.4 AC.
8	INDICATES PROPOSED PRIVATE RECREATION SITE	8.7 AC.
9	INDICATES OPTIONAL MULTI-USE TRAIL	-
10	INDICATES OPTIONAL SCHOOL SITE	15.0 AC.
11	INDICATES PROPOSED R.O.W.	24.3 AC.
12	INDICATES VESTED PROPERTY	232.5 AC.
	TOTAL	501.9 AC.

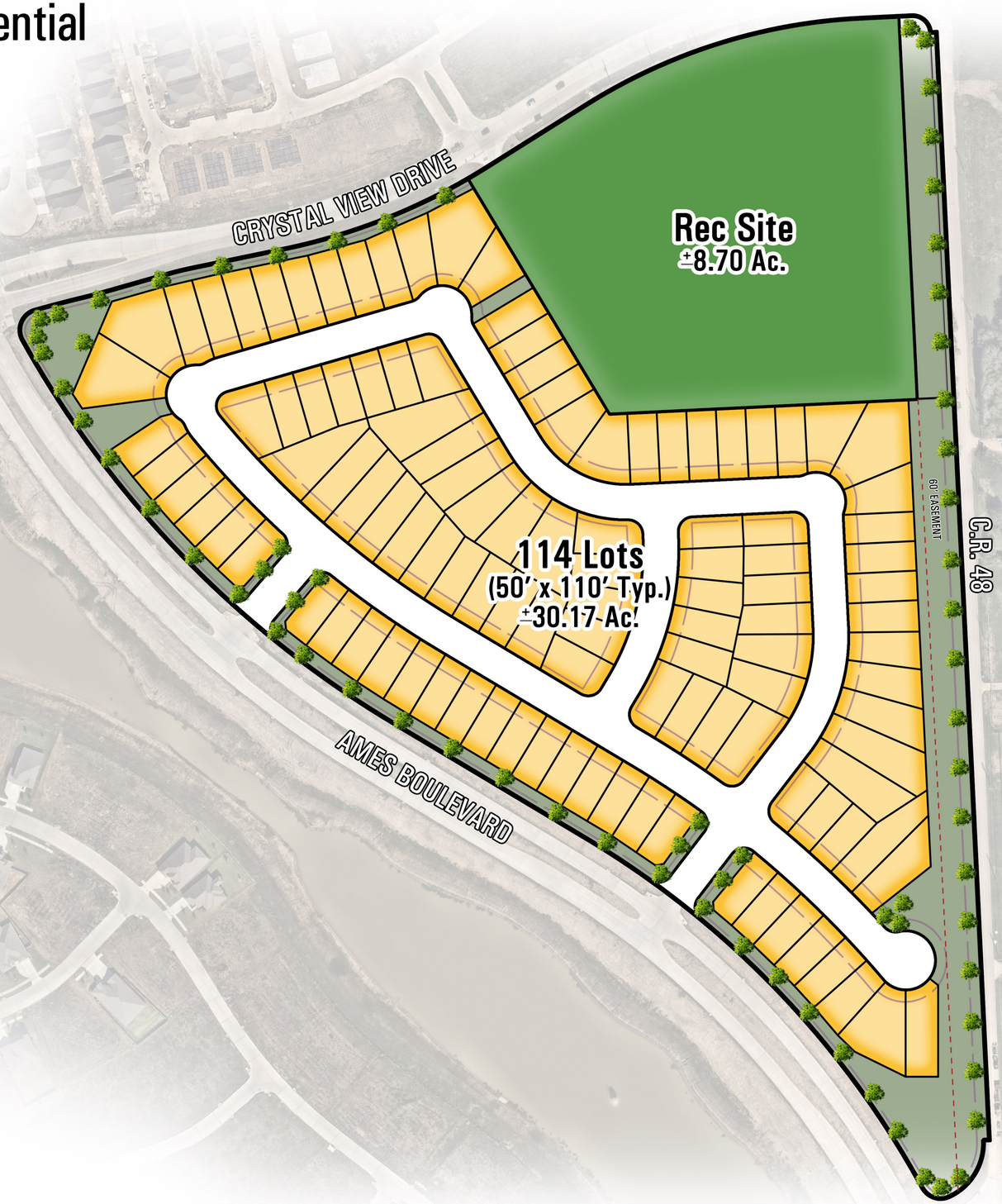
QUIDDITY ENGINEERING

Sierra Vista West

50′ Lot Single Family Residential and Recreation Center

(Section 11)

FIGURE 2A



LAND USE TABLE		
Residential	Lot Count	Acreage
50′x110′ Typ	114 Lots	±19.79 Ac
Rec Site	-	±8.70 Ac
Open Space/Reserves	-	±4.61 Ac
ROW	-	±5.77 Ac
Building Line	-	-
Easements	-	-
Total	114 Lots	±38.87 Ac

NORTH

0′ 100′ 200′

SCALE: 1”=100′

DATE: 7-18-2024

QUIDDITY ENGINEERING

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

Sierra Vista West

FIGURE 3

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED NEIGHBORHOOD PARK

1 AC/54 UNITS- @606 UNITS =11.2 ACRES REQUIRED

- 50% PRIVATE PARK = 5.6 AC.
  - A) POCKET PARKS & CONTRIBUTING OPEN SPACE
  - B) MIN. 10 AC. CENTRALLY LOCATED PRIVATE RECREATION SITE
- 50% PUBLIC PARK = 5.6 AC.
  - A) UNENCUMBERED BUFFER, OPEN SPACE AND TRAILS
  - B) DETENTION AREAS SHALL QUALIFY AT A 25% CREDIT FOR PUBLIC PARK SUBJECT TO:
    - 5:1 MAXIMUM SIDE SLOPE
    - MIN. 60' FRONTAGE ON A PUBLIC STREET
    - ADDITIONAL MAN-MADE IMPROVEMENTS INCLUDING, TRAIL BENCHES, AND LANDSCAPE (LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO MINIMUM 15' WIDE AND CONTAINING REQUIRED 11/2" CALIPER TREES).

INDICATES PRIVATE NEIGHBORHOOD PARK MINIMUM 1/4 AC. (SEE NOTE)

INDICATES PUBLIC NEIGHBORHOOD PARK

1/4 MILE RADIUS SERVICE AREA

INDICATES OPTIONAL 12' WIDE SHARED USE TRAIL

NOTE: 6' MINIMUM SIDEWALK REQUIRED ON BOTH SIDES OF THE SPINE ROAD OR A 10' SHARED USE TRAIL ON ONE SIDE OF THE SPINE ROAD.

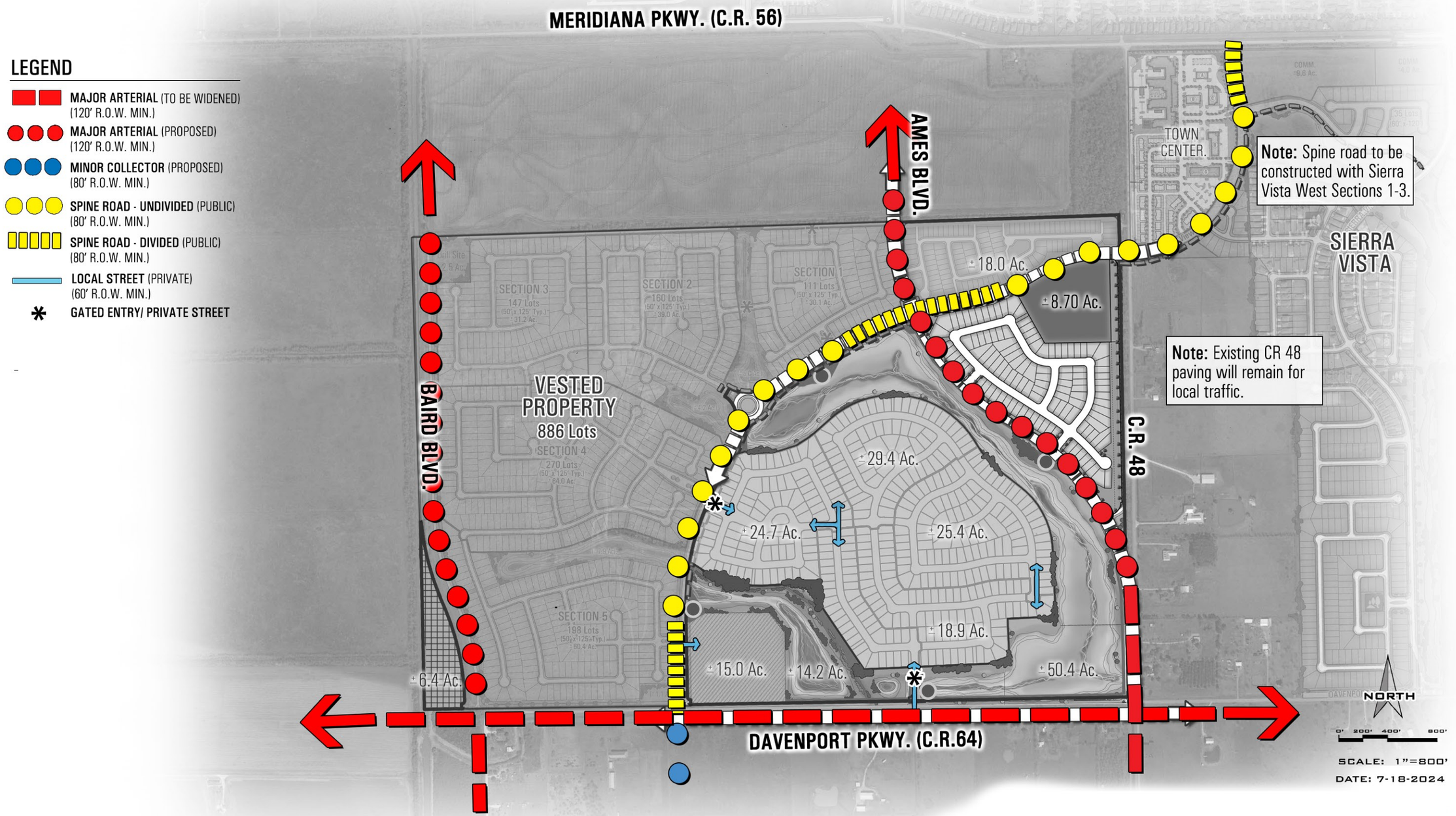
Note:
Recreation sites shall provide a variety of recreational uses- passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.
Each site shall include at least 2 benches, 2 shade trees and a drinking fountain.

QUIDDITY ENGINEERING

Sierra Vista West

FIGURE 4

Thoroughfare Exhibit



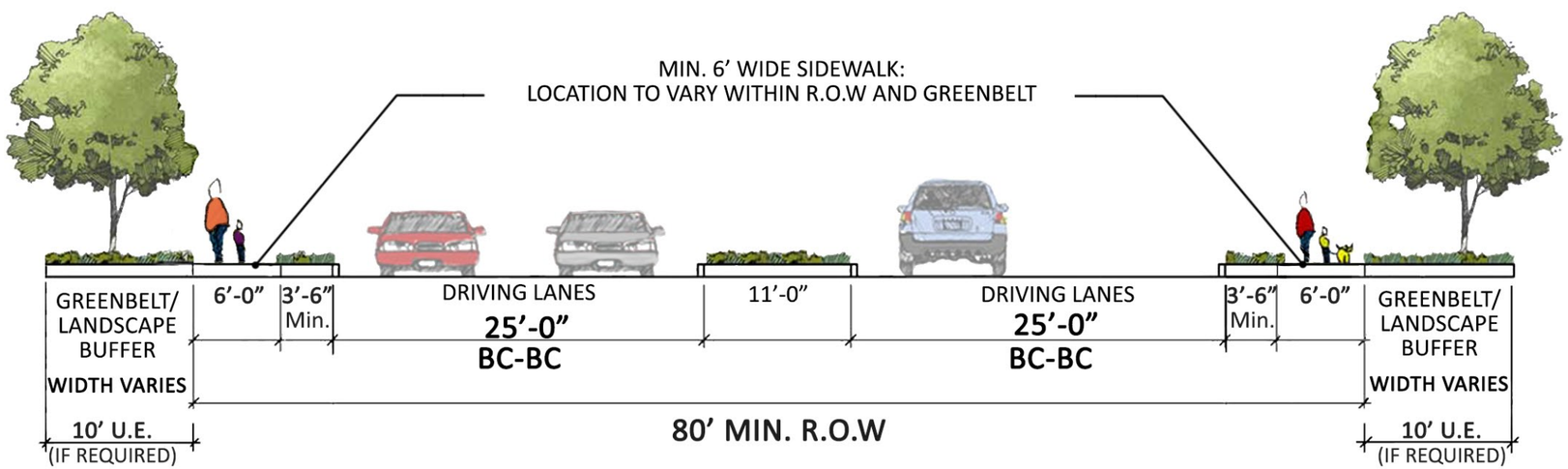
QUIDDITY ENGINEERING

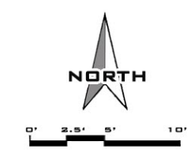
Sierra Vista West

Street Cross Section for Spine Road (Divided)

FIGURE 5

PROPOSED STREET CROSS SECTION
SPINE ROAD (DIVIDED)





SCALE: 1”=10’
DATE: 07-18-2024

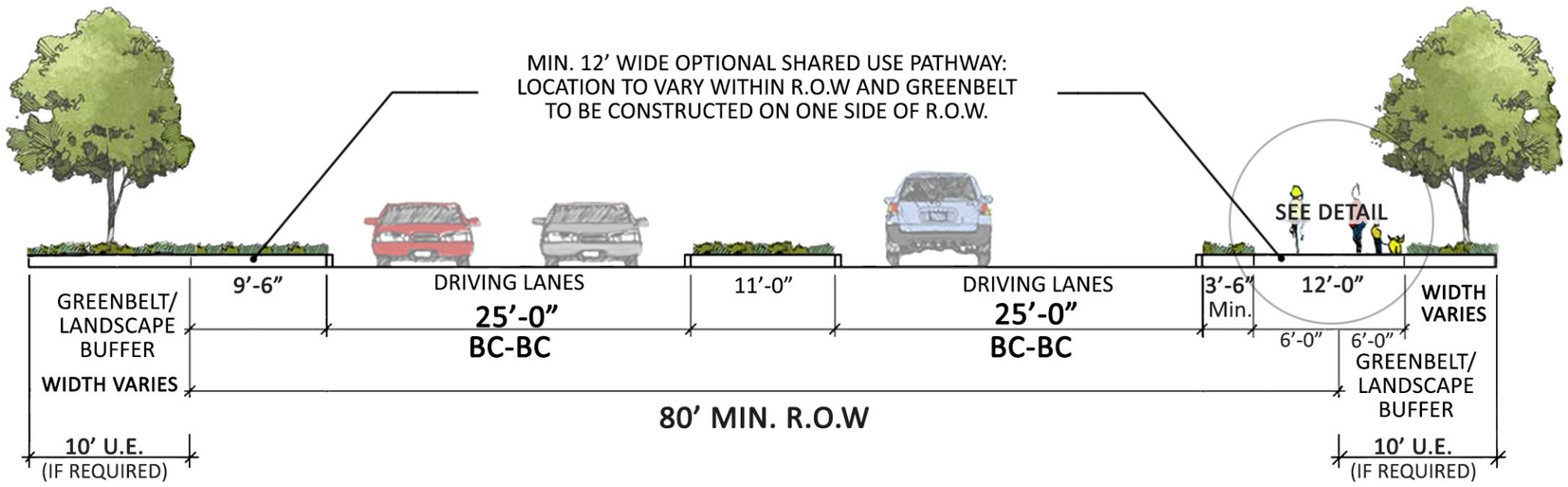
QUIDDITY ENGINEERING

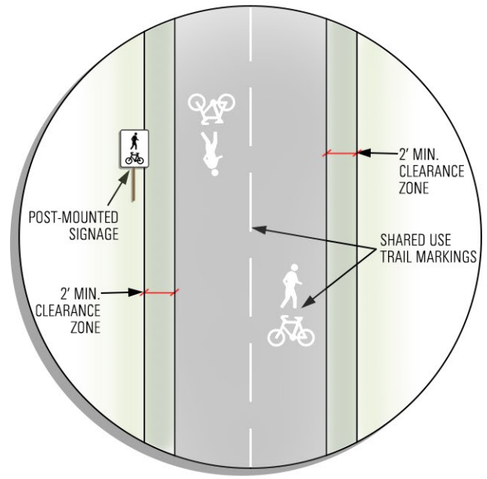
Sierra Vista West

FIGURE 6

Street Cross Section for Spine Road (Divided) with Shared Use Trail

PROPOSED STREET CROSS SECTION
SPINE ROAD (DIVIDED)
SHARED USE TRAIL





SHARED USE TRAIL DETAIL:

- **12’ MINIMUM TRAIL**
- **POST-MOUNTED SIGNAGE**
  OUTSIDE OF CLEARANCE ZONE AND 4’ MINIMUM HEIGHT
- **8’ MINIMUM TREE CLEARANCE**
- **2’ CLEARANCE ZONES**

NORTH

0’ 2.5’ 5’ 10’

SCALE: 1”=10’
DATE: 07-18-2024

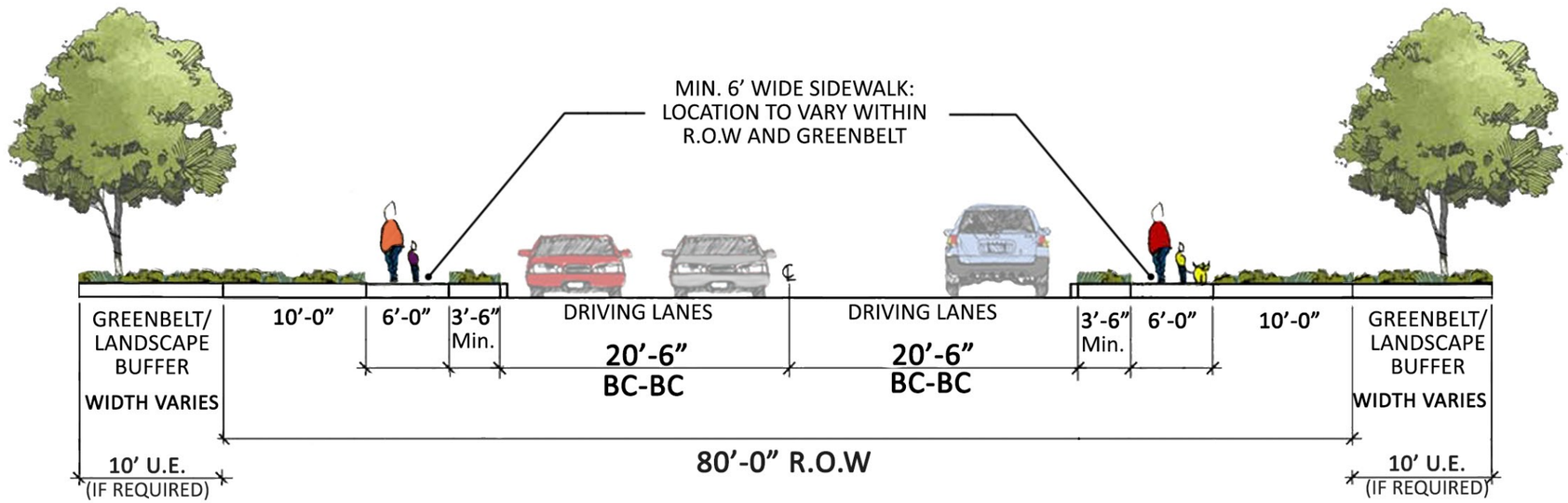
QUIDDITY ENGINEERING

Sierra Vista West

Street Cross Section for Spine Road (Undivided)

FIGURE 7

PROPOSED STREET CROSS SECTION
SPINE ROAD (UNDIVIDED)



SCALE: 1”=10’
DATE: 07-18-2024

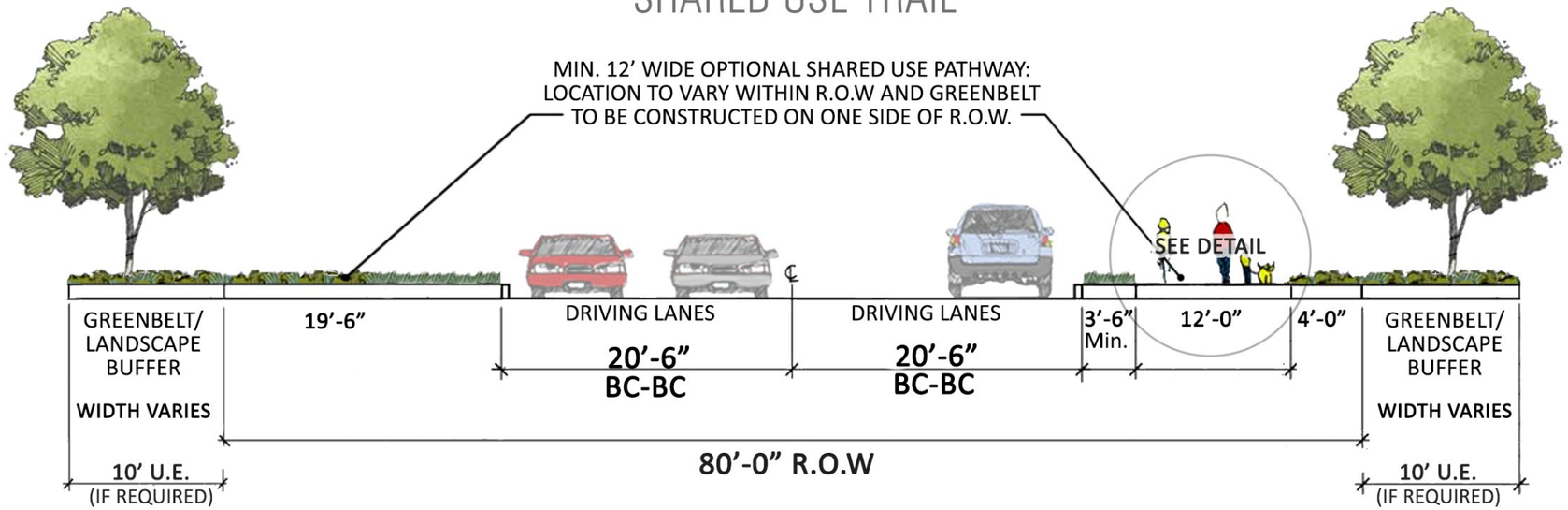
QUIDDITY ENGINEERING

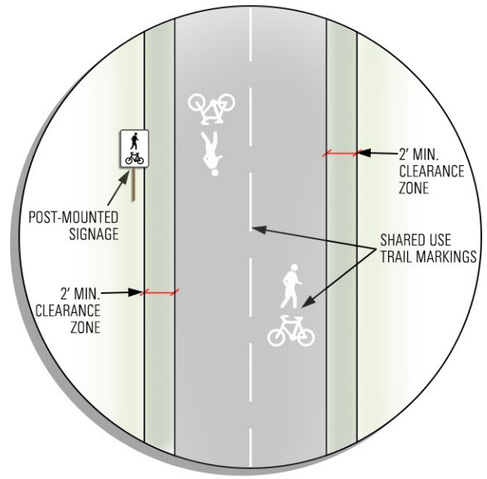
Sierra Vista West

FIGURE 8

Street Cross Section for Spine Road (Undivided) with Shared Use Trail

PROPOSED STREET CROSS SECTION
SPINE ROAD (UNDIVIDED)
SHARED USE TRAIL





SHARED USE TRAIL DETAIL:

- **12’ MINIMUM OPTIONAL TRAIL**
- **POST-MOUNTED SIGNAGE**
  OUTSIDE OF CLEARANCE ZONE AND 4’ MINIMUM HEIGHT
- **8’ MINIMUM TREE CLEARANCE**
- **2’ CLEARANCE ZONES**

NORTH

0’ 2.5’ 5’ 10’

SCALE: 1”=10’

DATE: 07-18-2024

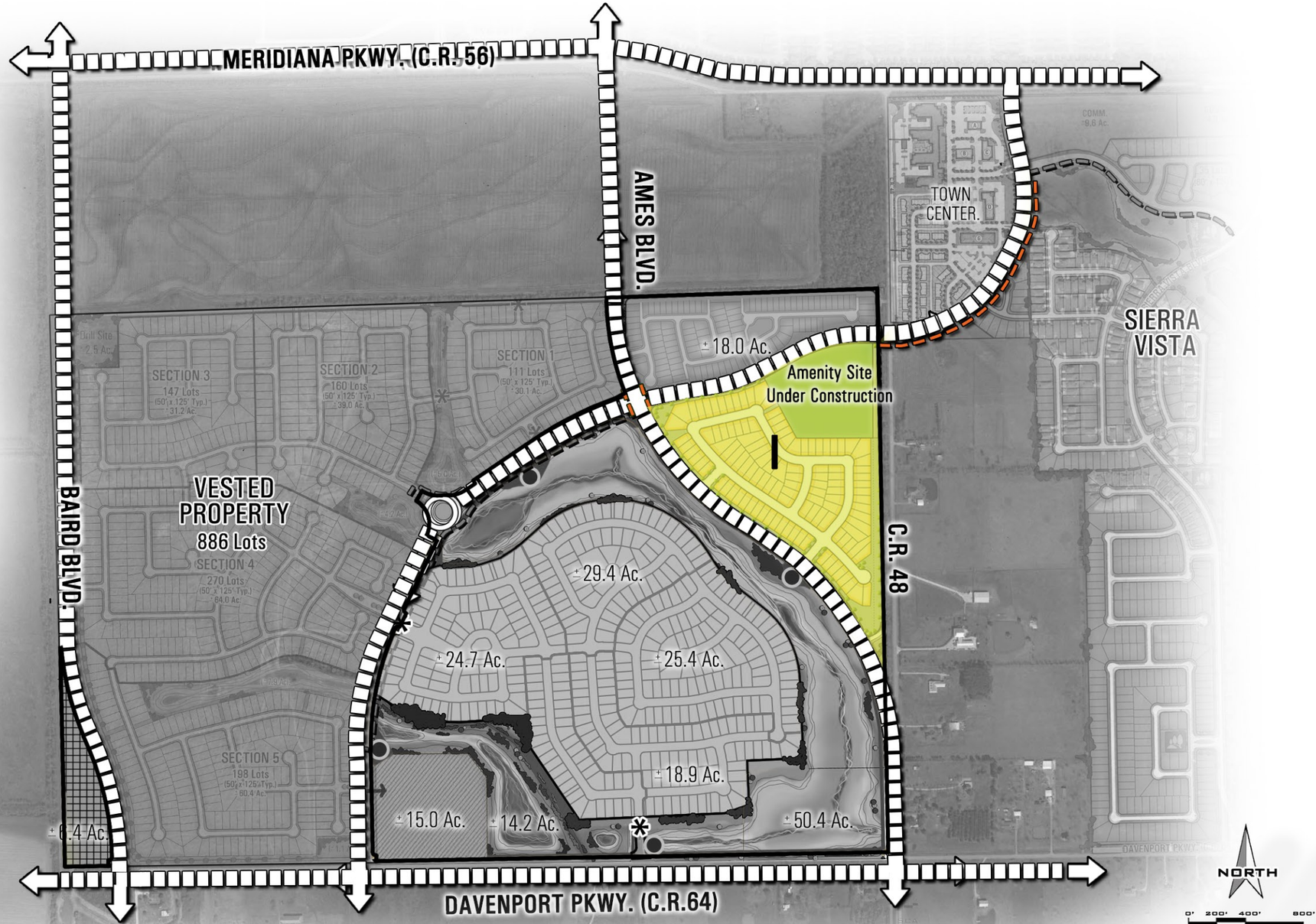
QUIDDITY ENGINEERING

Sierra Vista West

FIGURE 9

Phasing Plan of Development

PHASE I (1-2 Years)*



*THE PHASE DATES OF EACH PHASE IS SUBJECT TO CHANGE DUE TO GENERAL ECONOMIC VARIABLES AND MARKET DEMAND.

QUIDDITY ENGINEERING

Sierra Vista West

FIGURE 10

“For Rent” Single-Family Residential Site Plan

LINE TABLE

LINE	BEARING	DISTANCE
L1	S02°44'32"E	229.04'
L2	N87°15'28"E	90.59'
L3	N57°31'00"E	200.25'
L4	N78°18'46"E	164.81'
L5	N81°46'04"E	113.71'
L6	N66°54'28"E	120.00'
L7	S02°35'16"E	8.06'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°00'00"	39.27'	N42°15'28"E	35.36'
C2	1040.00'	29°24'28"	533.80'	S72°33'14"W	527.96'
C3	960.00'	20°27'46"	342.86'	N68°04'53"E	341.04'
C4	500.00'	3°27'18"	30.15'	N80°02'25"E	30.15'
C5	500.00'	5°31'07"	48.16'	S79°00'31"W	48.14'
C6	2550.00'	2°48'14"	123.31'	S74°51'50"W	123.29'
C7	25.00'	82°57'54"	36.20'	S65°02'20"E	33.13'
C8	1740.00'	0°27'52"	14.10'	S23°19'27"E	14.10'
C9	1860.00'	20°30'16"	665.64'	S12°50'24"E	662.09'

110 TOTAL UNITS

Density: 6.09 DU/AC

Setbacks:
Front Yard: Minimum 20’, all buildings shall face internal PAE
Side Yard:
a. Minimum 10’ between buildings
b. Minimum 10’ on the street side of a corner unit.
C. Minimum 25’ if the unit is backing to any other public street (i.e. CR 48, Crystal View Drive, Ames Boulevard).
Rear Yard:
a. Minimum 20’ from perimeter property line
b. Minimum 25 feet if the unit is backing to a street that is a major arterial or major collector.

Lot Size*: 3,600 SF Typical 40’x90’
*This site will not be subdivided into single-family lots. All land and residential units will be owned and maintained by a single corporate entity and/or condominium regime.

Maximum Height: 2 Stories - 35’

Parking:
a. 2 garage spaces and 2 on-site spaces provided with each unit.
b. 1 additional guest parking space per 4 units. (28 total) provided throughout the site.

Open Space:
a. 146,522 SF Open Space Provided (99,000 SF Req.)
b. 1,332 SF Open Space per unit provided (900 SF Min.)

Location of On-site Management Offices:

Materials:
a. 100% brick - 1 story structures
b. 60% brick - 2 story structures

DATE: 10-06-2025

Sierra Vista West

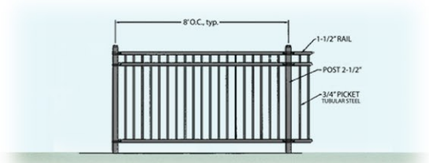
Perimeter Fencing and Screening

FIGURE 11

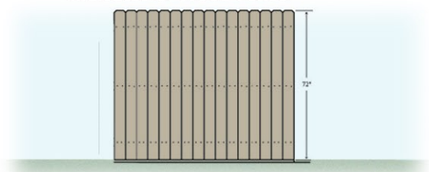
- Indicates 6' high masonry wall
- Indicates 8' high wood fence
- Indicates 6' metal open fence
- Indicates no fence required

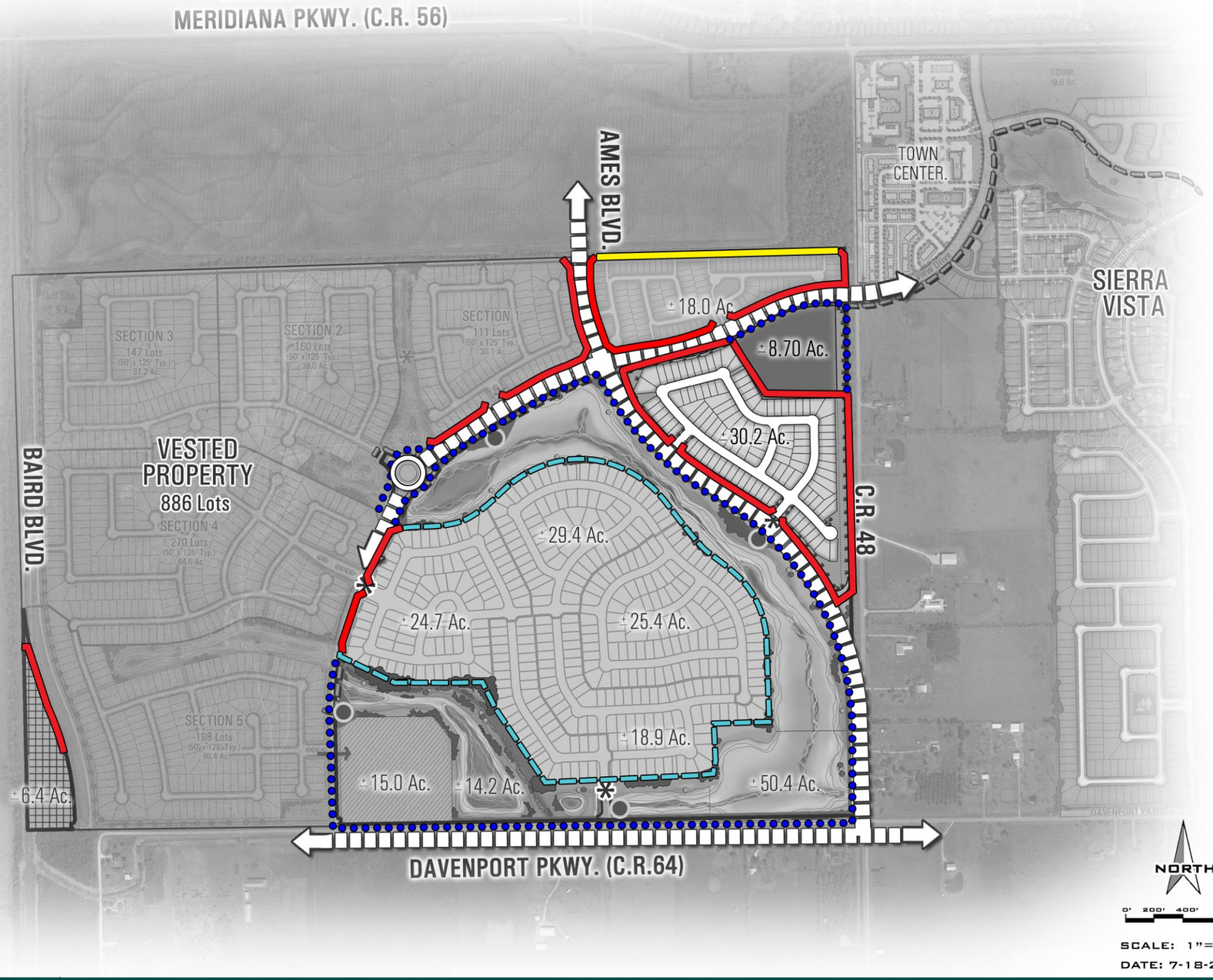
Indicates 6'/8' High Masonry Wall

Indicates Metal Open Fence



Indicates 8' Wood Fence





QUIDDITY ENGINEERING

FIGURE 12

SIERRA VISTA and STERLING LAKES AT IOWA COLONY
A CANYON GATE® COMMUNITY

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED OPEN SPACE	ACREAGE	TOTAL %
	65 ACRES	5%

OPEN SPACE INCLUDES LANDSCAPE BUFFERS, DETENTION AREAS, GREEN BELTS AND RECREATION SITES.
(CONTRIBUTING RECREATION SITES SHALL BE ACCESSIBLE FROM A PUBLIC STREET.)

- INDICATES PRIVATE NON-CONTRIBUTING RECREATION SITES
- INDICATES PROPOSED RECREATION SITE MINIMUM 1/4 AC. (SEE NOTE)
- 1/4 MILE RADIUS SERVICE AREA
- PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- INDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK
  NOTE: 6' MINIMUM SIDEWALK REQUIRED ON ONE SIDE OF THE SPINE ROAD
- INDICATES MINIMUM 5' WIDE PUBLIC STREET SIDEWALK
  - LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
    MINIMUM 15' WIDE AND CONTAINING REQUIRED 1½" CALIPER TREES
  - DETENTION LAKE TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
    5:1 MAXIMUM SIDE SLOPE, PERMANENT WATER SURFACE AND MINIMUM 6' WATER DEPTH

Note:
Recreation sites shall provide a variety of recreational uses-passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.

Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycle parking. Bicycle parking shall include racks or other structures intended for parking bicycles, with a minimum of 4 spaces.

At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals. At least 1 park shall include a fenced area with double gates for use as a dog park.

QUIDDITY ENGINEERING

Sierra Vista West

Amenity Center Site Plan

FIGURE 13

SIERRA VISTA

Conceptual Amenity Exhibit

a project developed for

Astro Sierra Vista L.P.

LEGEND

1- CLUBHOUSE PAD SITE
2- PLAYGROUND
3- SPLASH PAD
4- RESTROOM/PAVILION
5- TENNIS COURT
6- BASKETBALL COURT
7a- PARKING LOT
7b- GOLF CART PARKING
8- OASIS POOL
9- LAZY RIVER
10- SHADE
11a- ENTRY FEATURE
11b- SECONDARY ENTRANCE
12- POOL DECKING
13- BEACH WALK IN
14- ACCESS BRIDGE
15- PICKELBALL COURT
16- BOCCE BALL COURT
17- SAND BEACH
18- HAMMOCK AREA
19- CABANA
20- SIDEWALK
21- POOL EQUIPMENT ROOM
22- RETAINING WALL
23- SPORTS/OPEN SPACE
24- 20'WIDE FIRE LANE

KGADeForest
landscape Architecture

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS
FOR ILLUSTRATIVE PURPOSES ONLY.
FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.

NORTH

0' 200' 400' 800'

SCALE: 1"=800'
DATE: 7-18-2024

QUIDDITY ENGINEERING

Sierra Vista West

Amenity Center Views

FIGURE 13A

Kimley»Horn

PGAL

KGADeForest
Landscape Architecture

QUIDDITY ENGINEERING

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON SPECIFIC USE PERMIT

To be held on:

Public Hearing., **November 17, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on November 17, 2025**, in the City Council Chambers at Iowa Colony City Hall, 3144 Meridiana Parkway, Iowa Colony, Texas, to consider a Specific Use Permit for a proposed swim school facility on the following property:

> Approximately 1.956 acres of land, being the south ½ of the southeast ¼ of section 53, H.T. & B.RR. Co. Survey, Abstract 287, Brazoria County Texas as recorded in Volume 358, Page 495 Deed Records, Brazoria County Texas.

The public is invited to attend and speak at the hearing concerning the proposed action. A copy of this request for action is available from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at www.iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 11/5/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Ordinance

Budgeted? NO Cost:

If budgeted, identify account:

Short Description:

Request from Ms. Dyanna Nicholson for a Specific Use Permit for Commercial property to be utilized for Swim School

Explanation/Justification Details:

Dyanna Nicholson is proposing development of a swim school located on a +/-1.956-acre tract located at 4903 Davenport Parkway.

The site is currently zoned Business Retail. The proposed use of the swim school is not a listed allowed use within Business Retail Zone.

Staff has reviewed the application and recommends approval for the Specific Use Permit for the proposed Swim School located at 4903 Davenport Parkway subject to the following conditions:

1. The facility operates only as a swim instruction and aquatic training center.
2. Hours of operation shall be limited to 6:00 AM to 8:00 PM.

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: October 31, 2024

To: Mayor & Councilmembers

Planning and Zoning

From: Dinh V. Ho, P.E.

RE: Dyanna Nicholson
Application for Specific Use Permit – Two Story Pool House and Pool
Staff's Summary and Recommendations

CC: Natasha Brooks, Kayleen Rosser

Dyanna Nicholson is proposing development of a swim school located on a +/-1.956-acre tract of land out of an 80.0 ac tract being the south one-half of the southeast one-fourth of Section 53, recorded in volume 358, Page 495, situated in the H.T. & B.R.R. Co Survey, Abstract 287, 4903 Davenport Pkwy, Iowa Colony, PID No. 167464.

The request is to allow for a specific use permit for a swim school that includes a two-story pool house and pool.

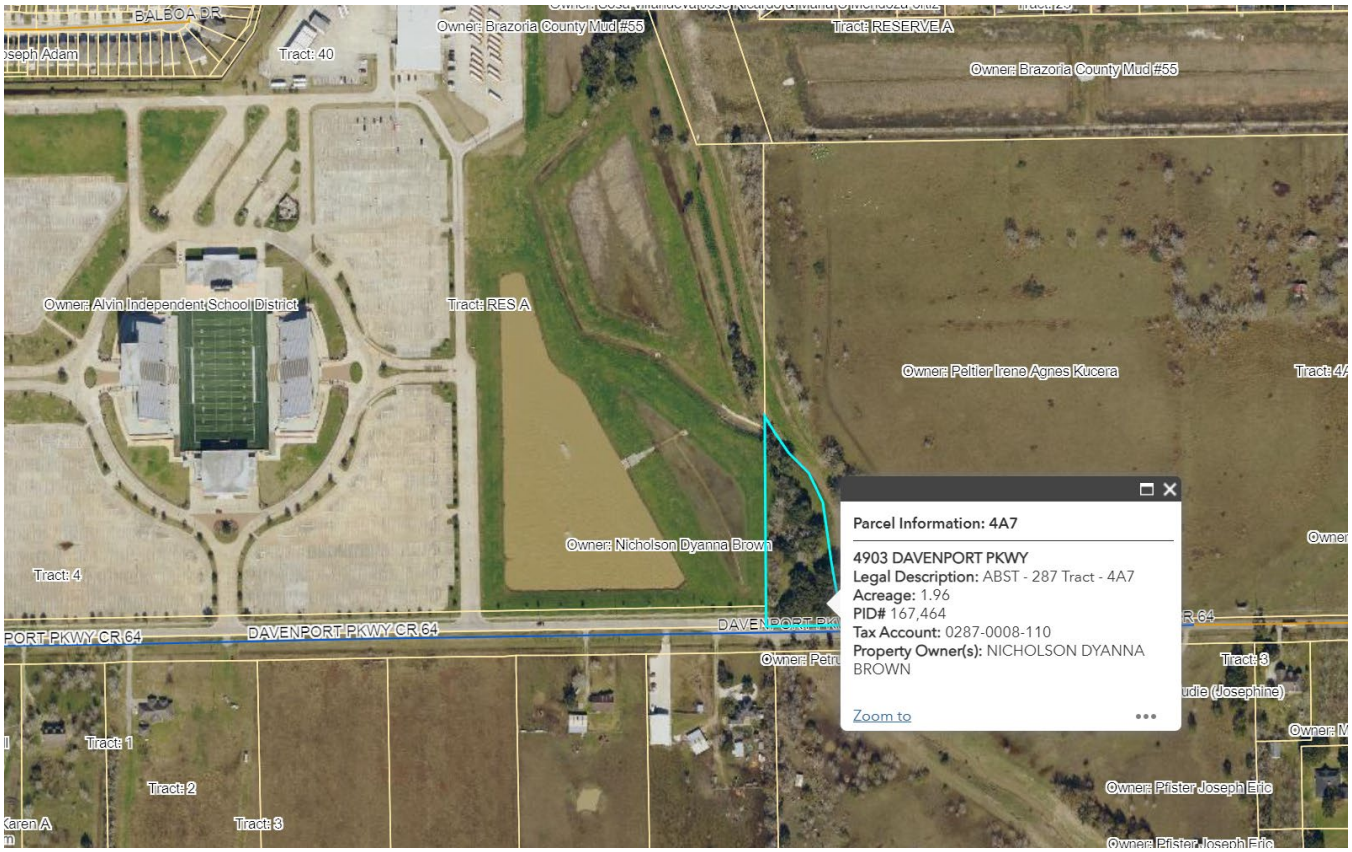
Staff Review:

- The site was previously rezoned to Business Retail District.
- The proposed use "Swim School" is not a listed use within the BR District.
- The swim school is not noxious or offensive due to of emission of odors, soot, dust, gas, fumes, vibrations, electrical or magnetic emissions, noise, or other emissions onto the land of another person.

Recommendations:

Staff recommends approval for the Specific Use Permit for the proposed Swim School located at 4903 Davenport Parkway subject to the following conditions:

1. The facility operates only as a swim instruction and aquatic training center.
2. Hours of operation shall be limited to 6:00 AM to 8:00 PM.


BALBOA DR
Tract: 40
Owner: Brazoria County Mud #55
Tract: RESERVE A
Owner: Brazoria County Mud #55
Owner: Alvin Independent School District
Tract: RES A
Owner: Peltier Irene Agnes Kucera
Owner: Nicholson Dyanna Brown
Tract: 4
DAVENPORT PKWY CR 64
Parcel Information: 4A7
4903 DAVENPORT PKWY
Legal Description: ABST - 287 Tract - 4A7
Acreage: 1.96
PID# 167,464
Tax Account: 0287-0008-110
Property Owner(s): NICHOLSON DYANNA BROWN
Zoom to
Tract: 1
Tract: 2
Tract: 3
Owner: Pfister Joseph Eric

CITY OF IOWA COLONY

"Where We Make It Happen"

APPLICATION FOR SPECIFIC USE PERMIT

FORM 'B'

APPLICATION DATE: 3/15/25

NAME OF APPLICANT: DYANNA NICHOLSON

THE LEGAL DESCRIPTION AND THE ADDRESS OF THE PROPERTY THAT IS SUBJECT OF THE APPLICATION FOR SPECIFIC USE:

TRACT BEING THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 53

A DETAILED DESCRIPTION OF THE SPECIFIC USE PERMIT THAT IS PROPOSED:

THE PROPOSED PROJECT IS A SWIM SCHOOL - THAT WILL INCLUDE A 2 STORY POOL HOUSE AND A POOL - THE OWNER IS AN INSTRUCTOR THAT WILL TEACH HER CLIENTS TO SWIM

THE ZONING DISTRICT IN WHICH THE SUBJECT PROPERTY IS LOCATED. CIRCLE ONE: (MU) (SFR) (MH) (BR)

THE SIGNED CONSENT OF THE OWNER OR OWNERS OF THE SUBJECT PROPERTY, IF THE APPLICANT IS NOT THE OWNER OF THE PROPERTY: 4903 DAVENPORT PKWY ROSHARON TX 77583

THE APPLICANT'S INTEREST IN THE SUBJECT PRROPERTY IF THE APPLICANT IS NOT AN OWNER OF ALL OR PART OF THE PROPERTY. CONTRACTOR

SUCH OTHER INFORMATION OR DOCUMENTATION AS THE CITY COUNCIL OR ZONING ADMINISTRATOR MAY DEEM NECESSARY.

SURVEY, DEED, SITE PLAN, AND APPLICATION

EACH APPLICATION FOR SPECIFIC USE PERMIT MUST BE ACCOMPANIE DBY A NON-REFUNDABLE FEE OF $1,000.00 TO DEFRAY THE COST OF NOTIFICATION, ATTORNEY'S FEES OR PROCESSING TH APPLICATION.

NOTE: THIS APPLICATION EXPIRES IN 180 DAYS IF NOT SUBMITTED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS AND/ OR ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

SIGNATURE REQUIRED: Dyanna B. Nicholson

DATED:	03-29-2023
REVISION:	
DRAWN BY:	I.A.
APPROVED BY:	M.M.
JOB NO:	23 - 0101

FLOOD INFORMATION

THIS TRACT OR LOT IS IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE AE FLOODWAY AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY PANEL NO. 48039C0120K - DATED 12-30-2020.

*THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

STATE OF TEXAS REGISTERED MICHAEL D. MORTON 3686 PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

LEGEND

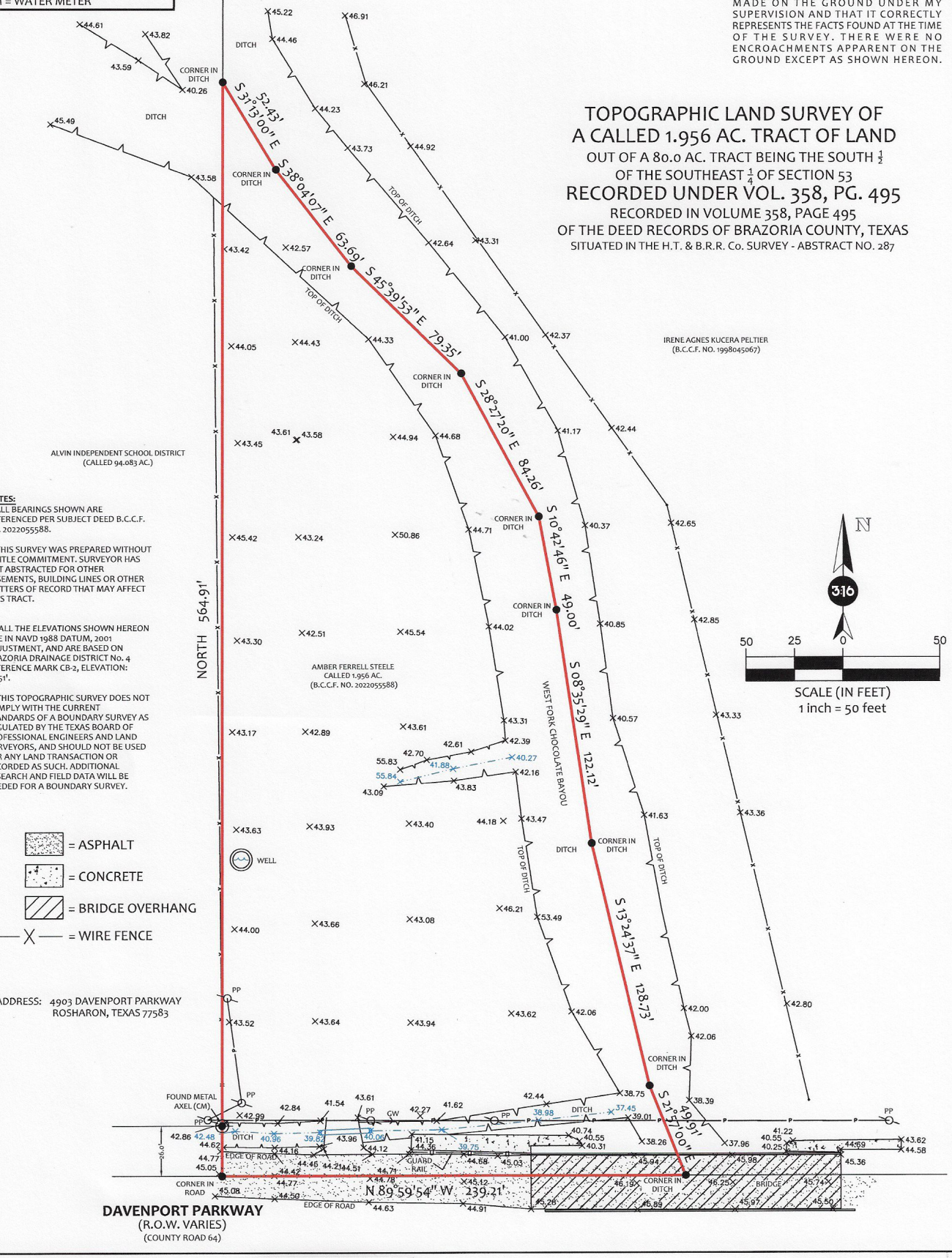
B.L. = BUILDING LINE
C.C.F. = COUNTY CLERK FILE
C.I.R. = CAPPED IRON ROD
CM = CONTROLLING MONUMENT
P.C. = POINT OF CURVATURE
PP = POWER POLE
R.O.W. = RIGHT-OF-WAY
WM = WATER METER

TOPOGRAPHIC LAND SURVEY OF A CALLED 1.956 AC. TRACT OF LAND

OUT OF A 80.0 AC. TRACT BEING THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 53

RECORDED UNDER VOL. 358, PG. 495

RECORDED IN VOLUME 358, PAGE 495
OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS
SITUATED IN THE H.T. & B.R.R. Co. SURVEY - ABSTRACT NO. 287



N

SCALE (IN FEET)
1 inch = 50 feet

NOTES:

1) ALL BEARINGS SHOWN ARE REFERENCED PER SUBJECT DEED B.C.C.F. NO. 2022055588.

2) THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. SURVEYOR HAS NOT ABSTRACTED FOR OTHER EASEMENTS, BUILDING LINES OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT.

3) ALL THE ELEVATIONS SHOWN HEREON ARE IN NAVD 1988 DATUM, 2001 ADJUSTMENT, AND ARE BASED ON BRAZORIA DRAINAGE DISTRICT No. 4 REFERENCE MARK CB-2, ELEVATION: 56.51'.

4) THIS TOPOGRAPHIC SURVEY DOES NOT COMPLY WITH THE CURRENT STANDARDS OF A BOUNDARY SURVEY AS REGULATED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND SHOULD NOT BE USED FOR ANY LAND TRANSACTION OR RECORDED AS SUCH. ADDITIONAL RESEARCH AND FIELD DATA WILL BE NEEDED FOR A BOUNDARY SURVEY.

= ASPHALT
= CONCRETE
= BRIDGE OVERHANG
= WIRE FENCE

ADDRESS: 4903 DAVENPORT PARKWAY
ROSHARON, TEXAS 77583

316 LAND SURVEYING
1880 S. DAIRY ASHFORD RD.
SUITE # 109
HOUSTON, TEXAS 77077

316 LAND SURVEYING

OFFICE: 713-291-0766
FIRM # 10194769
info@316landsurveys.com
www.316landsurveys.com

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

THAT **Amber Ferrell Steele and spouse, Bruce King Steele**, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **Dyanna Brown Nicholson**, hereinafter called "Grantee", whose mailing address is **4903 Davenport Pkwy, Rosharon, TX 77583**, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **One Hundred Three Thousand Three Hundred Seventy-One and 96/100** Dollars (**$103,371.96**), of even date herewith, payable to the order of **Amber Ferrell Steele and Bruce King Steele,** hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Scott L. Luna**, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in **Brazoria** County, Texas, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien against said Property securing the payment of the Note, is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to Mortgagee the Superior Title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said lien.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties, except for the express warranty of title set forth herein. Grantee has not relied on any information other than grantee's inspection.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years. But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute. When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date: January 28, 2025

Amber Ferrell Steele

Bruce King Steele

State of Texas

County of Harris

This instrument was acknowledged before me on [Date] January 28, 2025 by **Amber Ferrell Steele, and Bruce King Steele**.

MISTY IVEY NOTARY PUBLIC STATE OF TEXAS ID 11895372 EXP 03-27-2028

Notary Public (Signature of Notarial Officer)
(Signature is a tangible symbol)

(Printed Name of Notarial Officer)

(Official Seal or Stamp)

My commission expires: _____

AFTER RECORDING MAIL TO:
Dyanna Brown-Nicholson
4903 Davenport Pkwy
Rosharon, TX 77583

Prepared By:
Robertson Anschutz Vetters, LLC
10375 Richmond Avenue, Suite 200
Houston, TX 77042
Settlement Agent File Number: 2502010

Exhibit "A"

1.956 acres of land, out of 80.0 acres of land, being the south 1/2 of the southeast 1/4 of Section 53, H. T. & B. R R. Co. Survey, Abstract 287, Brazoria County, Texas, as recorded in Volume 358, Page 495, Deed Records, Brazoria County, Texas, said 1.956 acres being more particularly described by metes and bounds as follows BEGINNING at a point for the southeast corner of the herein described tract, being in the south line of Section 53, being located North 89 deg. 59 min. 54 sec. West - 2400.77 feet from the southeast corner of Section 53;

THENCE North 89 deg. 59 min. 54 sec. West along and with the south line of Section 53, and being in County Road 64, a distance of 239.21 feet to a point for the southwest corner of the south 1/2 of the southeast 1/4 of Section 53;

THENCE North along and with the west line of the south 1/2 of the southeast 1/4 of Section 53, at 26.0 feet pass an axle found for reference point, at 504.92 feet pass a 1/2 inch iron rod set for reference and continue for a total distance of 564.91 feet to a point for corner in the center of the West Fork of Chocolate Bayou;

THENCE in a southeasterly direction with the meanders of the centerline of the West Fork of Chocolate Bayou as follows; South 31 deg. 13 min. East a distance of 52.43 feet;

South 38 deg. 04 min. 07 sec. East a distance of 63.69 feet;

South 45 deg. 39 min. 53 sec. East a distance of 79.35 feet;

South 28 deg. 27 min. 20 sec. East a distance of 84.26 feet;

South 10 deg. 42 min. 48 sec. East a distance of 49.0 feet;

South 08 deg. 35 min. 29 sec. East a distance of 122.12 feet;

South 13 deg. 24 min. 37 sec. East a distance of 128.7 feet;

South 21 deg. 57 min. East a distance of 49.93 feet to the PLACE OF BEGINNING and containing 1.956 acres of land.

FILED and RECORDED

Instrument Number: 2025004163

Filing and Recording Date: 01/29/2025 02:28:12 PM Pages: 4 Recording Fee: $38.00

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-kaegan

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING SECTION 73 "DISTRICT BR (BUSINESS AND RETAIL USE)" OF THE IOWA COLONY ZONING ORDINANCE TO ALLOW CERTAIN COMMERCIAL USES TO OPERATE AS A SWIM SCHOOL; PRESERVING ALL OTHER REGULATIONS IN SECTION 73; PROVIDING A PENALTY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Iowa Colony, Texas, finds that the amendment of Section 73 of the Zoning Ordinance is necessary to promote economic development and to accommodate businesses that provide substantial value and essential services to the community;

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

SECTION 1. That the Iowa Colony City Code Appendix A – Zoning Ordinance", Article VII. "Zoning District Regulations" is hereby amended as follows:

Sec. 73. - District BR (Business and Retail Use).

ADDING TO Sec. 73. - District BR (Business and Retail Use). (a) Permitted uses.

Swim schools and aquatic instruction facilities, including indoor or outdoor pools used primarily for the purpose of teaching swimming and water safety to individuals or groups, provided that all operations are conducted in compliance with applicable health, safety, and building regulations.

All remaining provisions of the Zoning Ordinance not expressly amended hereby shall remain in full force and effect.

SECTION 2. Any person, firm, or corporation who violates this Ordinance shall be punished by a fine not to exceed two thousand dollars ($2,000.00) for each offense. Each day any such violation continues shall constitute a separate offense.

SECTION 3. 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 4. This ordinance shall be effective immediately upon its passage and approval.

SECTION 5. 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 FIRST AND FINAL READING ON THE 17th DAY OF NOVEMBER 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

Dyanna Nicholson
Specific Use Permit
for Swim School

ORDINANCE NO._____

1. AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO PERMIT THE **SPECIFIC USE** OF CERTAIN **PROPERTY NORTH OF DAVENPORT PARKWAY AND EAST OF FREEDOM FIELD STADIUM FOR A SWIM INSTRUCTION AND AQUATIC TRAINING CENTER**; PROVIDING FOR THE TERMINATION, REVOCATION, FURTHER RESTRICTION, AND SUSPENSION OF THIS PERMIT; AND CONTAINING RELATED PROVISIONS.

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

Section 1. Findings

The City Council of the City of Iowa Colony, Texas ("the City") makes the following findings of fact and conclusions of law:

a. As used herein, "permittee" shall mean the fee owner of the property subject to this permit, at the time in question, according to the tax rolls of the Brazoria County Appraisal District. This permit shall run with the land.

b. The Owner of the premises subject to this zoning action or the Owner's duly authorized agent has timely filed with the City Secretary a request for this action, containing all necessary information.

c. The Planning and Zoning Commission and the City Council of the City have each held a public hearing on this zoning action in compliance with Section 211.001 of the Texas Local Government Code, and the Zoning Ordinance.

d. More than fifteen (15) days before the date of each of those hearings, public notice thereof was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, and place of each of those hearings.

e. More than ten (10) days before the date of each of those hearings, and more than thirty (30) days prior to the passage of this ordinance, written notice of each of those hearings and of the application for this zoning action was sent to the owners of the herein described property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

f. At least 10 days before each of those hearings, notice of those hearings was posted on the property subject to this zoning action, in compliance with the Unified Development Code of the City.

g. Before the City Council hearing on this zoning action, the Planning and Zoning Commission made a recommendation to the City Council on this zoning action.

h. After giving due regard to the nature and consideration of all adjacent uses and structures and of the nature and condition of the City as a whole, the City Council is of the opinion that this zoning action conforms to the requirements and intent of the City and the Comprehensive Plan of the City; that the conditions herein attached to the granting of this permit are reasonable, necessary, and in the public interest; and that the use hereby allowed under the conditions and under the circumstances of this particular case will not constitute a nuisance or be detrimental to the public health, safety, morals, or welfare of the community.

i. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption of this ordinance and the passage of this ordinance.

j. All requirements of law concerning this zoning action have been satisfied.

Section 2. Grant of Specific Use Permit

a. The Comprehensive Zoning Ordinance of the City is hereby amended, and a Specific Use Permit is hereby granted to Permittee authorizing the specific use described herein of the following described real property (herein sometimes called "the premises") located within the corporate limits of the City, in Brazoria County, Texas:

> Approximately 1.956 acres of land, which is Property ID No. 167464 and Geographic ID No. 0287-0008-110 in the records of the Brazoria County Appraisal District, generally located north of Davenport Parkway (County Road 64) and east of Freedom Field stadium, and more fully described in a deed recorded under File No. 2017012765 of the Official Records of Brazoria County, Texas, and by metes and bounds and by a map on Exhibit “A”, which is attached hereto and incorporated herein in full.

b. The specific use authorized by this permit is the following: **a swim instruction and aquatic training facility, and no other use shall be permitted unless otherwise authorized by the City through amendment of this ordinance or approval of a new Specific Use Permit.**

Section 3. Conditions of Approval

The Specific Use Permit granted herein is subject to the following conditions:

2. The facility shall operate only as a swim instruction and aquatic training center.

3. Hours of operation shall be limited to 6:00 a.m. to 8:00 p.m., unless otherwise approved by the City through a future amendment to this ordinance.

4. All development and operations shall comply with all applicable City ordinances, codes, and regulations, including building, fire, health, and safety requirements.

Section 4. Ratification of Actions of Agents

The City Council of the City of Iowa Colony hereby ratifies and confirms any and all actions taken by the Mayor, Mayor Pro-Tem, City Secretary, City Attorney, City Manager, or any other officer or agent thereof, in connection with the granting of the zoning action evidenced by this ordinance, in giving the public notice of the above described hearings, in giving notice of those hearings, and in conducting those hearings.

Section 5. Restrictions, Regulations, Controls, and Limitations

The above-described use and this Specific Use Permit are subject to the following restrictions, regulations, controls and limitations:

a. Neither the Permittee; any other owner of the property; their respective lessees, sublessees, invitees, or guests; nor the respective officers, agents, servants, or employees of any of the foregoing shall use, or allow or suffer the premises to be used, by any person for any purpose not allowed by law.

b. The Permittee; any other owner of the property; their respective lessees, sublessees, invitees, and guests; and the respective officers, agents, servants, and employees of each of the foregoing shall comply with the provisions of all applicable laws, rules, regulations, statutes, and ordinances of any governmental unit, concerning the operation and use of the premises for any purpose, concerning any activity on the premises, or concerning the health and safety of persons on, about, or near the premises, including but not limited to environmental laws.

c. Permittee; any other owner of the property; their respective lessees, sublessees, invitees, and guests; and the respective officers, agents, servants, and employees of each of the foregoing shall comply with all conditions, restrictions, and requirements in the Addendum to this ordinance.

Section 6. Revocation, Suspension, and Additional Restrictions

If any person fails to comply with a condition, restriction, regulation, or requirement contained herein or any provision hereof, then the City Council may by majority vote of those present and voting revoke, suspend, or attach further conditions to the Permit granted herein, by observing the following procedures.

a. Such revocation or suspension proceeding shall be instituted by notifying the Permittee or its designated agent in writing to appear before the City Council at a date, time and place specified therein, which time may not be less than ten (10) days from the date of that notice. The notice required shall state the grounds upon which such revocation, suspension, or further restriction is sought. That notice shall be delivered in person or mailed to Permittee or its designated agent, by registered or certified U. S. mail. That notice shall be deemed delivered upon the earlier of: (1) actual receipt, regardless of the delivery method; or (2) the depositing of such notice in U. S. mail, properly addressed and postage prepaid.

b. Any such notices that are mailed shall be mailed to Permittee at the address, if any, of Permittee in the Brazoria County Appraisal District's records or any other address in the City's records. Permittee may change its address by written notice to the City Secretary at 3144 Meridiana Parkway, Iowa Colony, Texas 77583.

c. The City Council shall conduct a hearing on the grounds and on the date and at the time and place designated in the notice. At that hearing the Permittee shall be permitted to present evidence and argument in connection with such grounds in person or by an agent or attorney.

d. After considering evidence and arguments, if the City Council is satisfied that the existence of one or more of such grounds has been shown by a preponderance of the evidence, the Council may by majority vote of those present and voting suspend such permit, require such corrective action or other requirements as the Council deems appropriate as a condition of continuing this Permit, revoke this Permit, and/or amend this Permit. If the Permit is suspended rather than revoked at that time, such suspension shall be for a time certain. Before the end of the length of time of the suspension, if corrective action has been taken, the City Council may by majority vote reinstate the Permit; if corrective action has not been taken, the City Council may by majority vote extend the suspension for a length of time certain or may revoke this Permit. At the hearing at which a suspension is imposed, the Council may announce a time, date, and place of a subsequent hearing on the suspension, revocation, or conditioning of the permit, and no further notice of such subsequent hearing shall be required. If the City Council takes no action before the end of the period of suspension, the Permit will automatically be reinstated and shall be in full force and effect as though there has been no suspension. Such suspension or revocation may apply to all or any portion of the premises or of the operations of Permittee thereon. During such suspension, the Permittee and its agents, servants, and employees, shall be prohibited from operating that part of the premises or operations thereon to which the suspension applies.

Section 6. Termination or Rezoning

The City reserves the right to terminate all or any part of this permit and/or to rezone all or any part of the property at any time, with or without cause, regardless whether any person has violated this permit or any applicable law, and regardless of any other provisions. This paragraph specifically limits, restricts, and conditions this permit, and this permit is granted subject to this paragraph. In the event the City revokes this permit under this paragraph, then the existing uses on the property as to which the permit is revoked may continue, to the same extent as a lawful

nonconforming use may continue after a rezoning, and subject to the same conditions and restrictions as such nonconforming use. The intent of this paragraph is to limit the Permittee's rights to those that the Permittee would have if the property herein were now simply rezoned to allow the uses herein permitted. The City's rights under this paragraph are cumulative of any other rights of the City to revoke this permit, and the City may proceed under this paragraph alone, under any other provision alone, or under multiple provisions. The procedure for revoking a permit under this paragraph shall be the same as the procedure for revoking a permit under Section E of this ordinance, except that no grounds for revocation are required. The procedure for rezoning any area subject to this permit shall be as provided by law other than this permit.

Section 7. Other Ordinances

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provisions of any such other ordinance conflict with or overlap the provisions of this ordinance, whichever imposes the more stringent regulation shall control.

Section 8. Severance Clause

In the event any section or provision, of whatever size, of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Section 9. Effective Date

This ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED ON THIS DATE: December 15, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

{{LETTERHEAD}}

DATE

Sierra Gonzalez
Grant Manager
Texas General Land Office
1700 Congress Avenue
Austin, TX 78701

RE: City of Iowa Colony CDBG-MIT MOD #24-065-009-E166: Change Request – Budget Adjustment

Dear Ms. Gonzalez,

The City of Iowa Colony is requesting an adjustment to the budget for the above referenced project. The original budget for construction consisted only of $814,980.00 in grant funds with no expected local commitment. Bids for construction came in significantly over this budget. Additionally, the City procured a materials testing contract in the amount of $45,225.00. During the course of construction, change orders reduced the total construction cost by $16,714.95 brining the final construction contract amount to $1,641,319.90. This brings the City's local commitment for construction to $871,564,90.

The administrative and environmental services for this project are contracted with Public Management, Inc and are paid locally. The total contract amount for these services is $75,000. The TIGR budget reflects this incorrectly, showing $75,000 for administration and an additional $5,000 for environmental. It should instead reflect $70,000 for administration and $5,0000 for environmental services. An additional environmental study was required, totaling $9,900 and bringing the entire environmental services cost to $14,900.

These local commitments along with the $8,680 of engineering costs funded locally brings the City's entire local commitment to $965,144.90. The construction project has now been completed and the Certificate of Construction Completion is being reviewed. No further changes in costs are anticipated. Total project costs including grant and local funds are $1,923,944.90.

Attached you will find an updated budget tool indicating the reallocation of funds requested. If you have any questions or need additional information, please do not hesitate to contact the City of Iowa Colony or our grant manager, Megan Flynn (mflynn@publicmgt.com).

Sincerely,

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IOWA COLONY, TEXAS, AUTHORIZING THE REVISION OF CONTRACT NO. 24-065-009-E166 WITH THE TEXAS GENERAL LAND OFFICE (GLO) RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) REGIONAL METHOD OF DISTRUBUTION (MOD) PROGRAM.

WHEREAS, the City of Iowa Colony has received a Community Development Block Grant award to provide infrastructure improvements; and

WHEREAS, construction bids for this project exceeded available grant funds by $842,757.85; and

WHEREAS, the improvements to Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary are vital to the City's disaster mitigation and resiliency.

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

1. That Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) program contract #24-065-009-E166 is hereby revised by the City of Iowa Colony.

2. That the total work to be performed will address drainage improvements to Iowa Colony Blvd. and Chocolate Bayou West Fork Tributary.

3. That the contract be for $958,800.00 of grant funds to provide for drainage improvements to Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary.

4. The City of Iowa Colony is allocating a local contribution in the amount of **$826,339.90** for construction and **$45,225.00** for materials testing, making local contributions for construction $**871,564.90**.

5. The City is also allocating an additional **$9,900.00** for specialized environmental services. This is partially offset as the administrative services contract was incorrectly recorded by the GLO as being $5,000 higher than was contracted, meaning the City only had to contribute an extra $4,900.00 for the specialized environmental services. This brings total local contributions to **$965,144.90**.

6. That the total project cost is **$1,923,944.90** to include construction, engineering, and administration services.

7. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

READ, PASSED AND ADOPTED ON _____, 2025.

_____
WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING RESTRICTED PRIOR SERVICE CREDIT FOR EMPLOYEES WHO ARE MEMBERS OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM.

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

Authorization of Restricted Prior Service Credit.

(a) The City of Iowa Colony, Texas (the "City") authorizes each employee who is a member ("Member") of the Texas Municipal Retirement System (the "System"), now or in the future, to be granted restricted prior service credit for service previously performed as an employee of any entity described in Section 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"), provided that (1) the employee does not otherwise have credited service in the System for that service, (2) the service meets the requirements of TMRS Act §853.305, and (3) the Member seeking to establish restricted prior service credit submits an application with the verifications required by TMRS Act §853.305.

(b) Pursuant to TMRS Act §853.305, restricted prior service credit may be used only to satisfy length-of-service requirements for retirement eligibility with the System, has no monetary value in computing the annuity payments allowable to the Member, and may not be used in other computations, including computation of Updated Service Credits.

(c) This Ordinance shall be effective on the first day of February, 2026.

PASSED AND APPROVED ON THE ON THE FIRST READING ON THE 15TH DAY OF DECEMBER 2025.

PASSED AND APPROVED ON THE ON THE SECOND READING ON THE _____ DAY OF _____ 2026.

ATTEST: **APPROVED:**

_____ _____

KAYLEEN ROSSER, CITY SECRETARY WIL KENNEDY, MAYOR

CITY COUNCIL WORKSESSION MINUTES

Monday, October 20, 2025
6:00 PM

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 20th day of October 2025, the City Council of the City of Iowa Colony, Texas, held a meeting 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 Nikki Brooks
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 worksession to order at 6:00 P.M.

CITIZEN COMMENTS
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on proposed Centerpoint Substation location.

   Keith Baker from CenterPoint Energy discussed the proposed site for a new distribution substation. He explained that the location had been reviewed last year with the former City Manager, but they later learned that the site previously discussed was not permitted for that type of use. Mayor Pro Tem asked for clarification on the proposed site location.

   Councilmember Brooks inquired about the specific problems the new substation would resolve for both CenterPoint and the city. Mr. Baker explained that the two substations currently serving the area have experienced reliability issues and are expected to become overloaded due to ongoing growth. CenterPoint believes the proposed site is the most effective solution.

   Councilmember Hargroder expressed concern about the site's proximity to single-family residential areas and asked what buffer would be provided between the uses. She also noted that the location is prime retail property positioned off Highway 288 and that the area is zoned commercial for a reason.

Mayor Pro Tem asked for the locations of the other substations. Mr. Baker reported that one is located on 521 in Arcola and another in Manvel. He emphasized that the goal is to maintain reliability as the area continues to grow.

Councilmember Varlack stated his concern that the site is valuable commercial land and noted that substations can be targets for criminal activity, especially when located in highly visible areas along Highway 288. He asked whether CenterPoint had considered any other nearby properties. Mr. Baker stated that they had evaluated an additional 10-acre site and noted they are currently under contract.

Councilmember Brooks asked for more information about the substations experiencing reliability issues, including their age, location, and what steps CenterPoint is taking to mitigate problems. Mr. Baker noted that the Sienna substation has been experiencing issues and that improvements are underway.

Councilmember Boyce asked about the feasibility of the three locations under consideration. CenterPoint representatives explained that the substation must connect to their transmission corridor, and the proposed site offers the closest and most practical access.

Councilmember Hargroder recommended that CenterPoint work with city staff to identify the most suitable option, emphasizing her respect for staff's professional judgment and noting that the city does have a significant need for improved service reliability.

Councilmember Varlack asked about the projected cost per kilowatt, as he is attempting to compare the value of the substation to the potential commercial revenue the city would lose if the site is used for electrical infrastructure. He suggested that the substation may not need to be located directly on Highway 288 but could potentially be moved back while still remaining close enough to the transmission corridor. He encouraged further study of the impact of adjusting the location.

Mayor Kennedy asked whether Dinh had met with CenterPoint regarding the proposed substation.

2. Discussion on Allied Development project.

   There was no presentation as this item was recommended to be discussed in executive session.

EXECUTIVE SESSION-6:32 P.M.

Executive session in accordance with 551.071, 551.074, and 551.087 of the Texas Gov't Code to deliberate and consult with attorney on the following:

3. Discuss matters pertaining to the selection process for a new City Manager.
4. Discuss matters regarding the Allied Development project.

The City Council reconvened into the work session from the Council meeting at 7:47 P.M.

ADJOURNMENT

The worksession was adjourned at 7:49 P.M.

APPROVED THIS 15th DAY OF DECEMBER 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY COUNCIL MEETING MINUTES

CITY OF IOWA COLONY

Monday, October 20, 2025
7:00 PM

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 20th day of October 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 Nikki Brooks
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 7:00 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

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

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation- Breast Cancer Awareness Month

Mayor Kennedy read the Breast Cancer Proclamation aloud.

CITIZEN COMMENTS
Valeria Thompson expressed concerns regarding the county's movement of dirt and requested information about the soil. She stated that county staff informed her the material was contaminated and therefore she could not have it. However, she has observed other individuals receiving portions of the soil. She questioned why others are allowed to take it if it is considered unsafe or hazardous. Ms. Thompson is requesting answers about the soil, including why some residents are permitted to obtain it while others are not, the county's policy for soil disposal or distribution during projects, and the criteria used to determine eligibility.

Carolyn Bowen spoke about uniform development codes, noting that while new developments follow uniform standards, the rural areas do not. She expressed concern that these standards are being imposed on rural residents unfairly. She also commented on the City Manager search process.

Kristina Hanson invited the City Council to the grand opening celebration for the Ellwood Development.

COUNCIL COMMENTS

Mayor Pro Tem Greene-Scott thanked everyone in attendance and noted that the City Council is currently in the process of hiring a new City Manager. She reminded the public that early voting is underway and that Election Day is November 4.

Councilmember Murray thanked everyone for attending.

Councilmember Brooks reported that she met with the Historical Committee, shared the committee's plan, and encouraged interested residents to apply for membership.

Councilmember Hargroder expressed appreciation for those in attendance.

Councilmember Boyce also thanked the attendees. He noted that the City Manager candidates were able to engage in productive conversations with residents during the search process. He thanked the members of the Charter Committee and recognized the Teen Advisory Committee for their service at the Houston Food Bank, stating he is very proud of them.

Councilmember Varlack thanked the attendees and the members of the Charter Committee, noting that they have begun reviewing potential amendments to the city charter. He encouraged residents to review the charter and share any suggestions or proposed amendments. He also reminded everyone that early voting is underway.

Mayor Kennedy invited Reverend Will Cumby to deliver an additional invocation, and Reverend Cumby offered a prayer aloud.

STAFF REPORTS

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

Councilmember Varlack inquired about the Technology Department report; however, the staff member was not present to answer questions.

Sergeant Earl presented information on the Shield Program that the Police Department is working to implement.

The Council recessed back into worksession at 7:46 P.M. The Council returned into the City Council meeting at 7:58 P.M.

ITEMS FOR CONSIDERATION

10. Consideration and possible action to designate a representative and alternate for the 2026 H-GAC General Assembly.

    Motion made by Mayor Pro Tem Greene-Scott to designate Sydney Hargroder as the Representative and Kareem Boyce as the Alternate, Seconded by Councilmember Brooks.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

11. Consideration and possible action on engineering design services agreement for the water treatment plant and water well.

    Motion made by Councilmember Hargroder to approve the engineering design services agreement for the water treatment plant and water well and authorize the City Manager to execute the agreement, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

12. Consideration and possible action on an ordinance allowing outdoor burning inside the city limits.

    Motion made by Councilmember Varlack to adopt an ordinance on first reading regulating outdoor burning within the city limits as presented, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
    Voting Abstaining: Councilmember Brooks

13. Consideration and possible action to appoint members to an Advisory Committee for the upcoming Impact Fee Study.

    Motion made by Mayor Pro Tem Greene-Scott to appoint Brian Johnson to the impact fee advisory committee, Seconded by Councilmember Hargroder.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

14. Consideration and possible action on a petition for annexation of a 5-acre tract (Property ID No. 176230) from Tracie and James Yoder.

    Motion made by Councilmember Hargroder to accept the petition for the Yoder's for voluntary annexation of approximately 5 acres and direct staff to proceed with the required notices and actions and to set the public hearing on November 17, 2025 at 7:00 P.M. in the City Council Chambers at City Hall; 3144 Meridiana Parkway, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

15. Consideration and possible action to authorize the City Manager to execute a contract with D&M Leasing for Public Safety Vehicles.

    Motion made by Councilmember Varlack to authorize the City Manager to execute a contract with D&M Leasing for public safety vehicles, subject to legal review, Seconded by Councilmember Murray.

Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

16. Consideration and possible action appointing members to the Parks and Recreation Board.

    Motion made by Councilmember Murray to appoint Angel Jones, Terry Hayes, and Megan Sablajakovic to the Parks and Recreation Committee, Seconded by Councilmember Varlack.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

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

    Motion made by Councilmember Brooks to cast the City of Iowa Colony's vote for Emmanuel Guerrero to serve on the TML Region 14 Board of Directors, Seconded by Councilmember Hargroder.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks
    Voting Abstaining: Mayor Kennedy

CONSENT AGENDA

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

18. Consider approval of the September 8, 2025 City Council worksession minutes.
19. Consider approval of the September 8, 2025 City Council meeting minutes.
20. Consider approval of the September 15, 2025 City Council worksession minutes.
21. Consider approval of the September 15, 2025 City Council meeting minutes.
22. Consider approval of Wynserra Section 1 Preliminary Plat.
23. Consider approval of Wynserra Section 2 Preliminary Plat.
24. Consider approval of Wynserra Street Dedication and Reserves Section 1 Preliminary Plat.
25. Consider approval of Wynserra Waste Water Treatment Plant.
26. Consider approval of Wynserra Phase I General Plan.
27. Consider approval of Wynserra Section 3 Preliminary Plat.
28. Consider approval of Wynserra Section 4 Preliminary Plat.
29. Consider approval of Wynserra Water Plant Preliminary Plat.
30. Consider approval of The Market at Creekhaven North Final Plat.
31. Consider approval of El Alaniz Addition Section 2 Preliminary Plat.
32. Consider approval of Ellwood Detention Reserve D Final Plat.
33. Consider approval of Ellwood Detention Reserve E Phase I Final Plat.
34. Consider approval of Ellwood Detention Reserve F Final Plat.
35. Consider approval of Creekhaven Section 7 Preliminary Plat.

36. Consider approval of Creekhaven Section 8 Preliminary Plat.
37. Consider request for projects to be included in the FY 26 interlocal agreement (ILA) with Brazoria County for road projects.

EXECUTIVE SESSION- 8:39 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:

38. Discuss matters pertaining to the selection process for a new City Manager.
39. Discuss City Attorney employment, duties, and compensation.

ITEMS FOR CONSIDERATION- 10:31 P.M.

40. Consideration and possible action on Executive Session matters.

    There was no action taken.

ADJOURNMENT
The meeting was adjourned at 10:32 P.M.

APPROVED THIS 15th DAY OF DECEMBER 2025

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Tuesday, October 21, 2025
6:00 PM

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 21st day of October 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Arnetta Murray
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

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

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

INVOCATION
Councilmember Murray prayed aloud.

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

CITIZEN COMMENTS
There were no comments from the public.

EXECUTIVE SESSION- 6:01 P.M.
Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

1. Discuss matters pertaining to the selection process for a new City Manager.

The City Council recessed into open session at 7:00 P.M. to call the meeting to order. The City Council returned to convening in executive session at 7:14 P.M.

POST EXECUTIVE SESSION-9:52 P.M.

ITEMS FOR CONSIDERATION

2. Consideration and possible action on Executive Session matters.

   Motion made by Mayor Pro Tem Greene-Scott to move forward on action discussed in Executive Session on City Manager, Seconded by Councilmember Hargroder.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

ADJOURNMENT

The meeting was adjourned at 9:52 P.M.

APPROVED THIS 15th DAY OF DECEMBER 2025

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Tuesday, October 21, 2025
7:00 PM

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 21st day of October 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 Nikki Brooks
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 7:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS
There were no comments from the Public.

ITEMS FOR CONSIDERATION

1. Consideration and possible action on an Ordinance Authorizing the Issuance and Sale of the City of Iowa Colony, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto

   Kristin Bloomquist with Masterson Advisors provided an overview of the Certificates of Obligation; Series 2025 Summary of Sale.

   Motion made by Councilmember Hargroder to approve the Ordinance authorizing the Issuance and Sale of the City of Iowa Colony, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto, Seconded by Mayor Pro Tem Greene-Scott. The city secretary read the Ordinance caption aloud.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy,

Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
Voting Abstaining: Councilmember Brooks

ADJOURNMENT
The meeting was adjourned at 7:14 P.M.

APPROVED THIS 15th DAY OF DECEMBER 2025

_____	_____
Kayleen Rosser, City Secretary	Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Wednesday, November 05, 2025
6:00 PM

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 5th day of November 2025, the City Council of the City of Iowa Colony, Texas, held a meeting 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 Nikki Brooks
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 6:00 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

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

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation declaring Municipal Court Week

Mayor Kennedy presented the Municipal Court Week Proclamation to the Municipal Court Administrator, Monica Suarez.

CITIZEN COMMENTS
Terry Hayes, Vice President of the Sterling Lakes POA, expressed his appreciation to the City Council, city staff, and the Police and Fire Departments for their collaboration in achieving community goals. He also thanked Albert Cantu for his support and guidance with code enforcement matters.

EXECUTIVE SESSION-6:10 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:

2. Discuss matters pertaining to the selection process for a new City Manager.
3. Discuss City Attorney employment, duties, and compensation.
4. Discuss personnel and departmental matters under the supervision of the Interim City Manager, including duties and performance of employees.

POST EXECUTIVE SESSION- 12:47 P.M.

ITEMS FOR CONSIDERATION

5. Consideration and possible action on Executive Session matters.

   Motion made by Councilmember Hargroder to authorize the mayor to extend an offer of employment for the position of City Manager to the candidate discussed in executive session under the terms and conditions as directed by the City Council, Seconded by Mayor Pro Tem Greene-Scott.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

   Motion made by Mayor Pro Tem Greene-Scott to approve the City Attorney's contract and compensation per the terms discussed in executive session and she noted that Natasha has not received a COLA for the 2025-26 year, Seconded by Councilmember Hargroder.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

   Motion made by Mayor Pro Tem Greene-Scott that the City Manager and staff move forward with items as discussed in executive session, Seconded by Councilmember Varlack.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

ADJOURNMENT

The meeting was adjourned at 12:49 P.M.

APPROVED THIS 15th DAY OF DECEMBER 2025

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

ADICO
CONSULTING ENGINEERS

Monday, November 17, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Karsten Boulevard Phase 2 Final Plat
Letter of Recommendation to Approve
COIC Project No. 7075
Adico, LLC Project No. 710-25-002-048

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Ellwood Karsten Boulevard Phase 2 Final Plat, received on or about November 12, 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 November 12, 2025. Please provide (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, November 26, 2025, for consideration at the December 2, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-048

E4629

APPROVED, ADICO, LLC, 11172025

Item 32.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD KARSTEN BOULEVARD PHASE 2, do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD KARSTEN BOULEVARD PHASE 2 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

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

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

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY: _____
Print Name Tricia Tiernan
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert L. Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____
Robert L. Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Nikki Brooks, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Brian Johnson
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

_____ _____
Lee Walden, P.E., Date
President

_____ _____
Kerry L. Osburn Date
Vice President

_____ _____
Brandon Middleton Date
Secretary/Treasurer

_____ _____
Dinh V. Ho, P.E. Date
District Engineer

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

BCDD5 ID# _____–__–_____

METES AND BOUNDS DESCRIPTION
ELLWOOD KARSTEN BOULEVARD PHASE 2
BEING A 2.316 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 2.316 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THOSE CERTAIN TRACT OF LAND CONVEYED TO BEAZER HOMES TEXAS, L.P., DESCRIBED AS BEING 0.5501 ACRES (TRACT 1) AND 0.1849 ACRES (TRACT 2) BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2024051164 AND THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER B.C.C.F. NO. 2023036335 AND BEING PART OF LOTS 461, 467 AND 468 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 2.316 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a **"**MAG**"** nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 631.61 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set marking the northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 87°14'10" East, for a distance of 90.00 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set for corner;

2) THENCE, South 02°45'50" East, for a distance of 615.45 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set for curvature;

3) THENCE, in a southwesterly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 177.01 feet, an angle of 18°46'53", and a chord bearing South 06°37'37" West, for a distance of 176.22 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set for tangency;

4) THENCE, South 16°01'03" West, for a distance of 114.79 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set for curvature;

5) THENCE, in a southwesterly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 138.09 feet, an angle of 17°11'59", and a chord bearing South 07°25'03" West, for a distance of 137.57 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set in the common line between Lots 461 and 468;

6) THENCE, North 87°20'14" East, for a distance of 1.23 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set in the arc of a non–tangent curve;

7) THENCE, in a southeasterly direction along the arc of a non–tangent curve to the left having a radius of 960.00 feet, an arc length of 29.89 feet, an angle of 01°47'01", and a chord bearing South 00°40'07" East, for a distance of 29.89 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** set in the common line between Lots 461 and 468;

8) THENCE, South 87°19'08" West, for a distance of 80.27 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** found in the arc of a non–tangent curvature;

9) THENCE, in a southwesterly direction along the arc of a non–tangent 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 a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** found for corner;

10) THENCE, North 02°54'34" West, for a distance of 40.18 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** found for curvature;

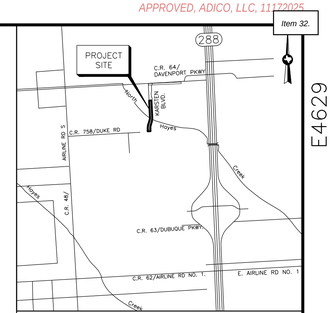
11) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a distance of 184.15 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** found for tangency;

12) THENCE, North 16°01'03" East, for a distance of 218.62 feet to a 5/8–inch capped iron rod stamped **"**EHRA 713–784–4500**"** found in the common line between Lots 461 and 468;

13) THENCE, North 02°45'50" West, along said common line for a distance of 658.81 feet to the POINT OF BEGINNING and containing 2.316 acres of land.

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N

FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 2

BEING A SUBDIVISION OF 2.316 ACRES OUT OF THE
W. H. DENNIS SURVEY, ABSTRACT NO 512,
AND BEING OUT OF LOTS 461, 467, AND 468 OF THE
EMIGRATION LAND COMPANY SUBDIVISION,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK 3 RESERVES

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

OCTOBER, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

E4629

JOB NO. 221–022–101

PATH:R:\2022\221–022–101\DRAWING\PLAT\221022101–PLFP–KARSTEN_2 BY:JAM DATE: 2025–09–29

E4629

APPROVED, ADICO, LLC, 11172025

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

3. B.C.C.F. NO. indicates Brazoria County Clerk's File Number
B.C.D.R. indicates Brazoria County Deed Records
B.C.P.R. NO. indicates Brazoria County Plat Records Number
B.L. indicates Building Line
C.M. indicates Controlling Monument
FND. indicates Found
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.O.C. indicates Point of Commencing
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right of Way
U.E. indicates Utility Easement
VOL. indicates Volume
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies partially within Brazoria County, the City of Iowa Colony, Brazoria County Drainage District #5 (B.D.D.#5), and partially within Brazoria County M.U.D. 57.

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

8. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves 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.

9. All water and wastewater facilities shall conform to the city's design criteria.

10. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within the "Floodway", a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), and a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

12. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

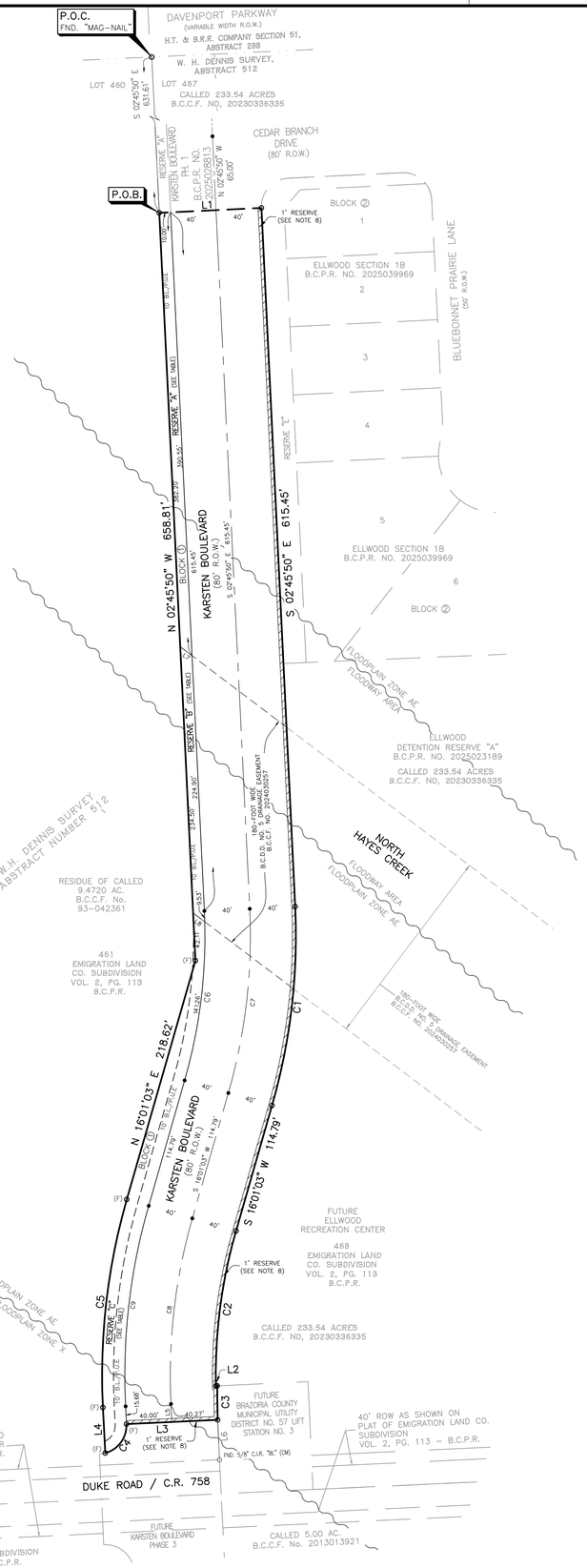
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

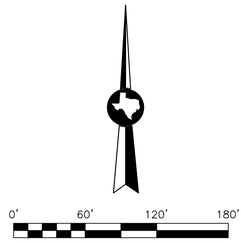
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

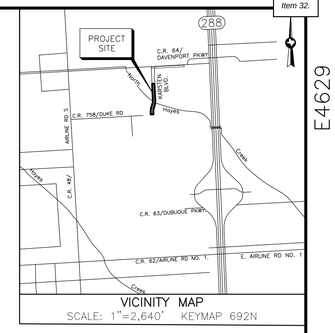
13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.







BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°14'10" E	90.00'
L2	N 87°20'14" E	1.23'
L3	S 87°19'08" W	80.27'
L4	N 02°54'34" W	40.18'
L5	S 02°54'34" E	15.84'
L6	S 02°35'45" E	35.13'
L7	N 52°54'03" W	13.03'
L8	N 52°54'03" W	12.90'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	540.00'	177.01'	18°46'53"	S 06°37'37" W	176.22'
C2	460.00'	138.09'	17°11'59"	S 07°25'03" W	137.57'
C3	960.00'	29.89'	1°47'01"	S 00°40'07" E	29.89'
C4	25.00'	34.24'	78°27'47"	S 36°19'19" W	31.62'
C5	560.00'	184.99'	18°55'37"	N 06°33'15" E	184.15'
C6	460.00'	150.79'	18°46'53"	S 06°37'37" W	150.11'
C7	500.00'	163.90'	18°46'53"	S 06°37'37" W	163.17'
C8	500.00'	165.17'	18°55'37"	S 06°33'15" W	164.42'
C9	540.00'	178.38'	18°55'37"	S 06°33'15" W	177.57'

RESERVE TABLE

RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, ROADWAY/ACCESS & UTILITY PURPOSES	3,864	0.0887
B	DRAINAGE/UTILITY PURPOSES	2,345	0.0538
C	LANDSCAPE, OPEN SPACE, ROADWAY/ACCESS & UTILITY PURPOSES	8,638	0.1983
TOTAL		14,847	0.3408

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.13 AC.
ELLWOOD DETENTION RESERVE 'E PHASE, 1'	1.11 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
TOTAL	5.25 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 118 LOTS	2.19 AC.

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

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

FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 2

BEING A SUBDIVISION OF 2.316 ACRES OUT OF THE W. H. DENNIS SURVEY, ABSTRACT NO 512, AND BEING OUT OF LOTS 461, 467, AND 468 OF THE EMIGRATION LAND COMPANY SUBDIVISION, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 3 RESERVES

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

OCTOBER, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 221-022-101

PATH:R:\2022\221-022-101\DRAWING\PLAT\221022101-PLFP-KARSTEN_2 BY:JAM DATE: 2025-09-29

E4629

ADICO
CONSULTING ENGINEERS

Monday, November 17, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Karsten Boulevard Phase 3 Final Plat
Letter of Recommendation to Approve
COIC Project No. 7076
Adico, LLC Project No. 710-25-002-049

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Ellwood Karsten Boulevard Phase 3 Final Plat, received on or about November 12, 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 November 12, 2025. Please provide (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, November 26, 2025, for consideration at the December 2, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-049

E4630

APPROVED, ADICO, LLC, 11172025

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD KARSTEN BOULEVARD PHASE 3, do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD KARSTEN BOULEVARD PHASE 3 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

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

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

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY: _____
Print Name Tricia Tiernan
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert L. Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____
Robert L. Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Nikki Brooks, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Brian Johnson
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

_____ Date
Lee Walden, P.E.,
President

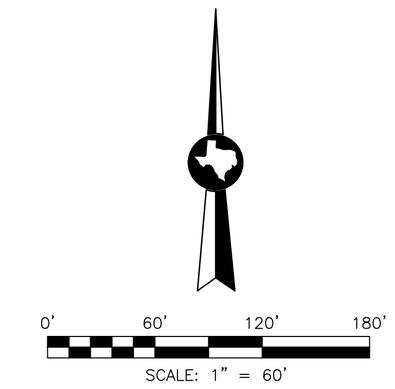
_____ Date
Kerry L. Osburn
Vice President

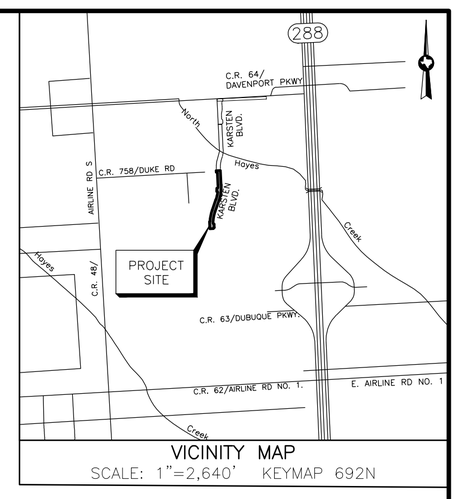
_____ Date
Brandon Middleton
Secretary/Treasurer

_____ Date
Dinh V. Ho, P.E.
District Engineer

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

BCDD5 ID# 702–25–002–036





VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

METES AND BOUNDS DESCRIPTION
ELLWOOD KARSTEN BOULEVARD PHASE 3
BEING A 2.993 ACRES TRACT OF LAND LOCATED IN THE
A.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 2.993 ACRES TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO BEAZER HOMES TEXAS, L.P., DESCRIBED AS BEING 0.5501 ACRES (TRACT 1) BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2024051164, ALSO BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER B.C.C.F. NO. 2023036335 AND BEING PART OF LOTS 461, 462 AND 468 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 2.993 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°46'03" East, for a distance of 1,694.87 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the arc of a non–tangent curve marking the POINT OF BEGINNING of the herein described tact of land;

1) THENCE, in a southeasterly direction along the arc of a non–tangent curve to the left having a radius of 960.00 feet, an arc length of 22.60 feet, an angle of 01°20'56", and a chord bearing South 02°14'06" East, for a distance of 22.60 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the common line between Lots 461 and 468;

2) THENCE, South 02°54'34" East, along the common line between Lots 461 and 468 and Lots 462 and 469 for a distance of 395.55 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for curvature;

3) THENCE, in a southwesterly direction along the arc of a curve to the right having a radius of 1,040.00 feet, an arc length of 401.21 feet, an angle of 22°06'14", and a chord bearing South 08°08'33" West, for a distance of 398.73 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for tangency;

4) THENCE, South 19°11'40" West, for a distance of 272.82 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for curvature;

5) THENCE, in a southwesterly direction along the arc of a curve to the left having a radius of 960.00 feet, an arc length of 301.36 feet, an angle of 17°59'10", and a chord bearing South 10°12'04" West, for a distance of 300.13 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of compound curvature;

6) THENCE, in a southeasterly direction along the arc of a compound curve to the left having a radius of 25.00 feet, an arc length of 41.00 feet, an angle of 93°57'34", and a chord bearing South 45°46'18" East, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

7) THENCE, South 02°45'05" East, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

8) THENCE, South 87°14'55" West, for a distance of 2.23 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for curvature;

9) THENCE, in a southwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 42°14'55" West, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

10) THENCE, South 87°14'55" West, for a distance of 85.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the common line between said 233.54 acre tract and Lot 453 of said Emigration Land Co. Subdivision;

11) THENCE, North 02°45'05" West, along said common line for a distance of 176.96 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

12) THENCE, North 87°14'55" East, for a distance of 11.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the arc of a non–tangent curve;

13) THENCE, in a northeasterly direction along the arc of a non–tangent curve to the right having a radius of 1,040.00 feet, an arc length of 286.61 feet, an angle of 15°47'24", and a chord bearing North 11°17'57" East, for a distance of 285.71 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for tangency;

14) THENCE, North 19°11'40" East, for a distance of 272.82 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for curvature;

15) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 960.00 feet, an arc length of 179.24 feet, an angle of 10°41'52", and a chord bearing North 13°50'44" East, for a distance of 178.98 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of compound curvature;

16) THENCE, in a northwesterly direction along the arc of a compound curve to the left having a radius of 25.00 feet, an arc length of 41.01 feet, an angle of 93°59'11", and a chord bearing North 38°29'47" West, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

17) THENCE, North 04°30'37" East, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set in the arc of a non–tangent curve;

18) THENCE, in a northeasterly direction along the arc of a non–tangent curve to the left having a radius of 25.00 feet, an arc length of 41.01 feet, an angle of 93°59'11", and a chord bearing North 47°31'02" East, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of compound curvature;

19) THENCE, in a northwesterly direction along the arc of a compound curve to the left having a radius of 960.00 feet, an arc length of 57.53 feet, an angle of 03°26'00", and a chord bearing North 01°11'34" West, for a distance of 57.52 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for a point of tangency;

20) THENCE, North 02°54'34" West, for a distance of 288.47 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for curvature;

21) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.16 feet, an angle of 89°45'12", and a chord bearing North 47°47'10" West, for a distance of 35.28 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for tangency;

22) THENCE, South 87°20'14" West, for a distance of 0.56 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" set for corner;

23) THENCE, North 02°39'47" West, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "EHRA 713–784–4500" found in the arc of a non–tangent curve;

24) THENCE, in a northeasterly direction along the arc of a non–tangent 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 "EHRA 713–784–4500" found for corner;

25) THENCE, North 87°19'08" East, for a distance of 80.27 feet the POINT OF BEGINNING and containing 2.993 acres of land.

FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 3

BEING A SUBDIVISION OF 2.993 ACRES OUT OF THE
W. H. DENNIS SURVEY, ABSTRACT NO 512,
AND BEING OUT OF LOTS 461, 462 AND 468 OF THE
EMIGRATION LAND COMPANY SUBDIVISION,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

OCTOBER, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

JOB NO. 221–022–102

PATH:R:\2022\221–022–102\DRAWING\PLAT\221022102–PLFP–KARSTEN_3 BY:JAM DATE:2025–10–27

E4630

E4630

E4630

APPROVED, ADICO, LLC, 11172025

E4630

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

3. B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. NO. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   C.M. indicates Controlling Monument
   FND. indicates Found
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates Found 5/8-inc capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County Drainage District #5 (B.D.D.#5), and partially within Brazoria County M.U.D. 57.

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

8. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves 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.

9. All water and wastewater facilities shall conform to the city's design criteria.

10. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

12. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	960.00'	22.60'	1°20'56"	S 02°14'06" E	22.60'
C2	1,040.00'	401.21'	22°06'14"	S 08°08'33" W	398.73'
C3	960.00'	301.36'	17°59'10"	S 10°12'04" W	300.13'
C4	25.00'	41.00'	93°57'34"	S 45°46'18" E	36.56'
C5	25.00'	39.27'	90°00'00"	S 42°14'55" W	35.36'
C6	1,040.00'	286.61'	15°47'24"	N 11°17'57" E	285.71'
C7	960.00'	179.24'	10°41'52"	N 13°50'44" E	178.98'
C8	25.00'	41.01'	93°59'11"	N 38°29'47" W	36.56'
C9	25.00'	41.01'	93°59'11"	N 47°31'02" E	36.56'
C10	960.00'	57.53'	3°26'00"	N 01°11'34" W	57.52'
C11	25.00'	39.16'	89°45'12"	N 47°47'10" W	35.28'
C12	25.00'	39.38'	90°14'47"	N 42°12'49" E	35.43'
C13	1,000.00'	385.78'	22°06'14"	S 08°08'33" W	383.40'
C14	1,000.00'	383.02'	21°56'45"	S 08°13'17" W	380.69'
C15	1,040.00'	111.73'	6°09'20"	N 00°19'35" E	111.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°45'05" E	80.00'
L2	S 87°14'55" W	2.23'
L3	S 87°14'55" W	85.00'
L4	N 87°14'55" E	11.00'
L5	N 04°30'37" E	80.00'
L6	S 87°20'14" W	0.56'
L7	N 02°39'47" W	80.00'
L8	N 87°19'08" E	80.27'
L9	S 02°45'05" E	65.44'

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

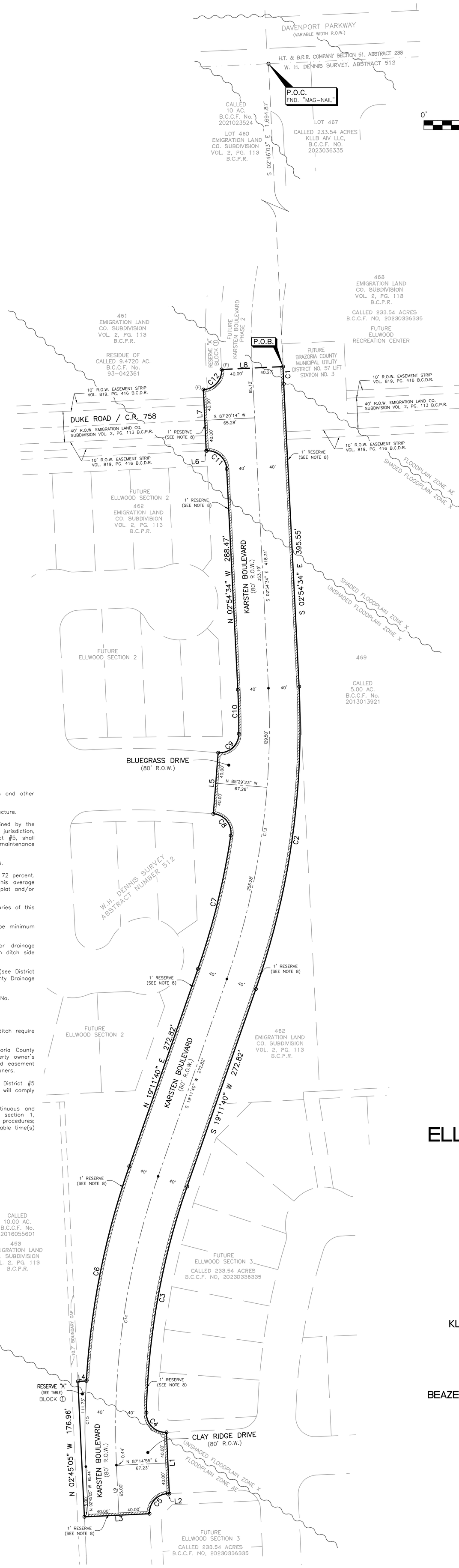
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

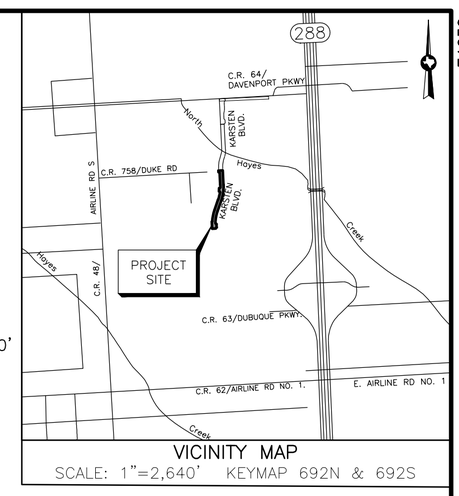
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.





VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N & 692S

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.13 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	1.11 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
TOTAL	5.25 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 118 LOTS	2.19 AC.

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

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

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, ROADWAY/ACCESS & UTILITY PURPOSES	1,107	0.0254
TOTAL		1,107	0.0254

FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 3

BEING A SUBDIVISION OF 2.993 ACRES OUT OF THE W. H. DENNIS SURVEY, ABSTRACT NO 512, AND BEING OUT OF LOTS 461, 462 AND 468 OF THE EMIGRATION LAND COMPANY SUBDIVISION, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

OCTOBER, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Monday, November 17, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Section 2 Final Plat
Letter of Recommendation to Approve
COIC Project No. 7074
Adico, LLC Project No. 710-25-002-047

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Ellwood Section 2 Final Plat, received on or about November 12, 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 November 12, 2025. Please provide (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, November 26, 2025, for consideration at the December 2, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-047

APPROVED, ADICO, LLC, 11172025

E4644

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD SECTION 2, do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD SECTION 2 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

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

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

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware limited liability company

BY: _____

Print Name Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____

Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert L. Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____

Robert L. Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., President — Date	Kerry L. Osburn, Vice President — Date
Brandon Middleton, Secretary/Treasurer — Date	Dinh V. Ho, P.E., District Engineer — Date

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

BCDD5 ID# 702–25–002–034

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Wil Kennedy, Mayor

Nikki Brooks, Council Member

Arnetta Hicks–Murray, Council Member

Marquette Greene–Scott, Council Member

Tim Varlack, Council Member

Sydney Hargroder, Council Member

Kareem Boyce, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hosey
Planning and Zoning Commission Member

Brenda Dillon
Planning and Zoning Commission Member

Brian Johnson
Planning and Zoning Commission Member

Terry Hayes
Planning and Zoning Commission Member

Robert Wall
Planning and Zoning Commission Member

Demond Woods
Planning and Zoning Commission Member

Date

METES AND BOUNDS DESCRIPTION
ELLWOOD SECTION 2
BEING A 8.224 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 8.224 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND ALSO BEING OUT OF LOT 462 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 8.224 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 1,760.00 feet to the common corner between Lots 461,462, 468 and 469 of said Emigration Land Company Subdivision from which a 5/8–inch iron rod bears South 02°11' East, a distance of 4.35 feet;

THENCE, South 87°20'14" West, along the common line between said 461 and 462 for a distance of 105.28 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner and marking the northeasterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 02°39'46" East, 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;

2) THENCE, North 87°20'14" East, for a distance of 0.56 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for curvature;

3) THENCE, in a southeasterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.16 feet, an angle of 89°45'12", and a chord bearing South 47°47'10" East, for a distance of 35.28 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for tangency;

4) THENCE, South 02°54'34" East, for a distance of 288.47 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for curvature;

5) THENCE, in a southeasterly direction along the arc of a curve to the right having a radius of 960.00 feet, an arc length of 57.53 feet, an angle of 03°26'00", and a chord bearing South 01°11'34" East, for a distance of 57.52 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for compound curvature;

6) THENCE, in a southwesterly direction along the arc of a compound curve to the right having a radius of 25.00 feet, an arc length of 41.01 feet, an angle of 93°59'11", and a chord bearing South 47°31'02" West, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

7) THENCE, South 04°30'37" West, for a distance of 80.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set in the arc of a non–tangent curve to the right;

8) THENCE, in a southeasterly direction along the arc of a said non–tangent curve to the right having a radius of 25.00 feet, an arc length of 41.01 feet, an angle of 93°59'11", and a chord bearing South 38°29'47" East, for a distance of 36.56 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for compound curvature;

9) THENCE, in a southwesterly direction along the arc of a compound curve to the right having a radius of 960.00 feet, an arc length of 179.24 feet, an angle of 10°41'52", and a chord bearing South 13°50'44" West, for a distance of 178.98 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

10) THENCE, South 19°11'40" West, for a distance of 272.82 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for curvature;

11) THENCE, in a southwesterly direction along the arc of a curve to the left having a radius of 1,040.00 feet, an arc length of 286.61 feet, an angle of 15°47'24", and a chord bearing South 11°17'57" West, for a distance of 285.71 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

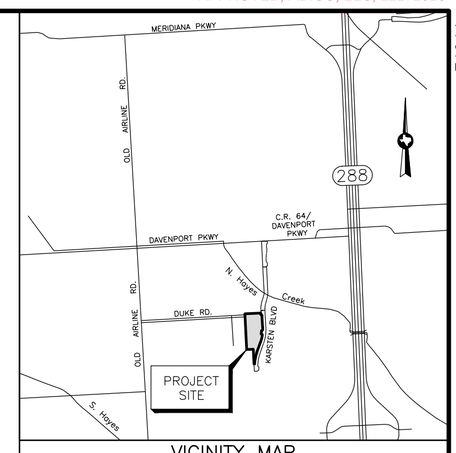
12) THENCE, South 87°14'55" West, for a distance of 11.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set in the easterly line of Lot 453 of the aforementioned Emigration Land Company Subdivision;

13) THENCE, North 02°45'05" West, along the easterly line of Lot 453 for a distance of 365.38 feet to a 5/8–inch capped iron rod stamped "Baker and Lawson" called for and found in the southerly line of Lot 462 and marking the northeasterly corner of Lot 453;

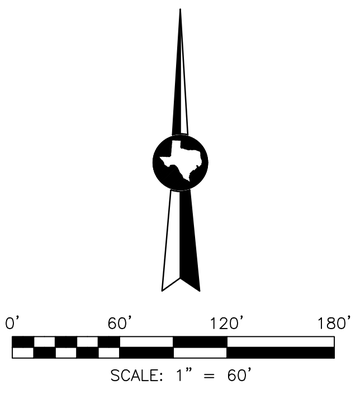
14) THENCE, South 87°20'14" West, along the common line of Lot 453 and 462 for a distance of 165.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner marking the common southerly corner of Lot 452 and 462, from which a 5/8–inch capped iron rod found for reference bears, South 81°12' West, for a distance of 6.88 feet;

15) THENCE, North 02°53'05" West, with the common line of Lot 452 and 462 for a distance of 880.01 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the common corner between Lots 451, 452, 461 and 462 of said Emigration Land Company Subdivision;

16) THENCE, North 87°20'14" East, along the common line between Lot 461 and 462 for a distance of 392.68 feet to the POINT OF BEGINNING and containing 8.224 acres of land.



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S



0' 60' 120' 180'

SCALE: 1" = 60'

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

FINAL PLAT OF ELLWOOD SECTION 2

BEING A SUBDIVISION OF 8.224 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOT 462 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 26 LOTS 4 RESERVES (1.4817 ACRES)

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

OCTOBER, 2025

ENGINEER/SURVEYOR

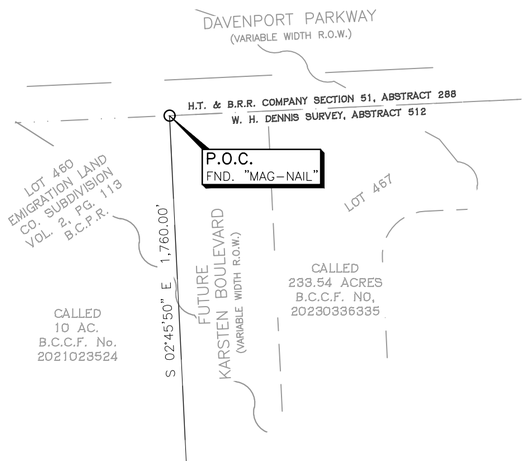
EHRA
ENGINEERING THE FUTURE
SINCE 1936

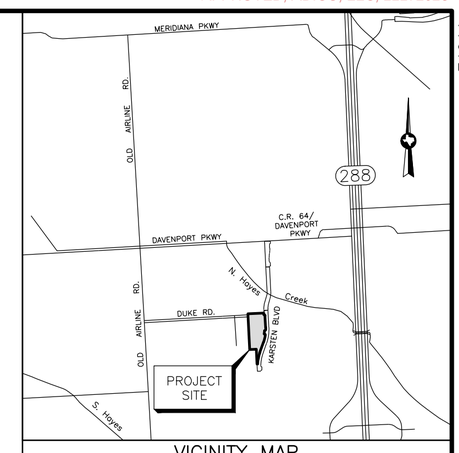
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

APPROVED, ADICO, LLC, 11172025

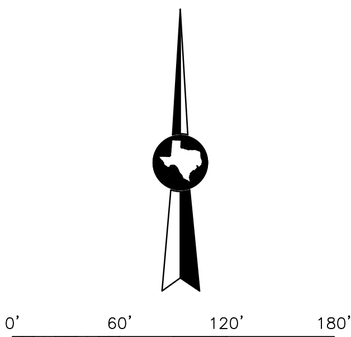
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Finished floor elevation shall be a minimum of 12" above the crown of the road and/or 24" above the 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, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
7. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
8. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
9. 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.
10. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
11. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
12. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
13. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
14. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
15. 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.
16. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.





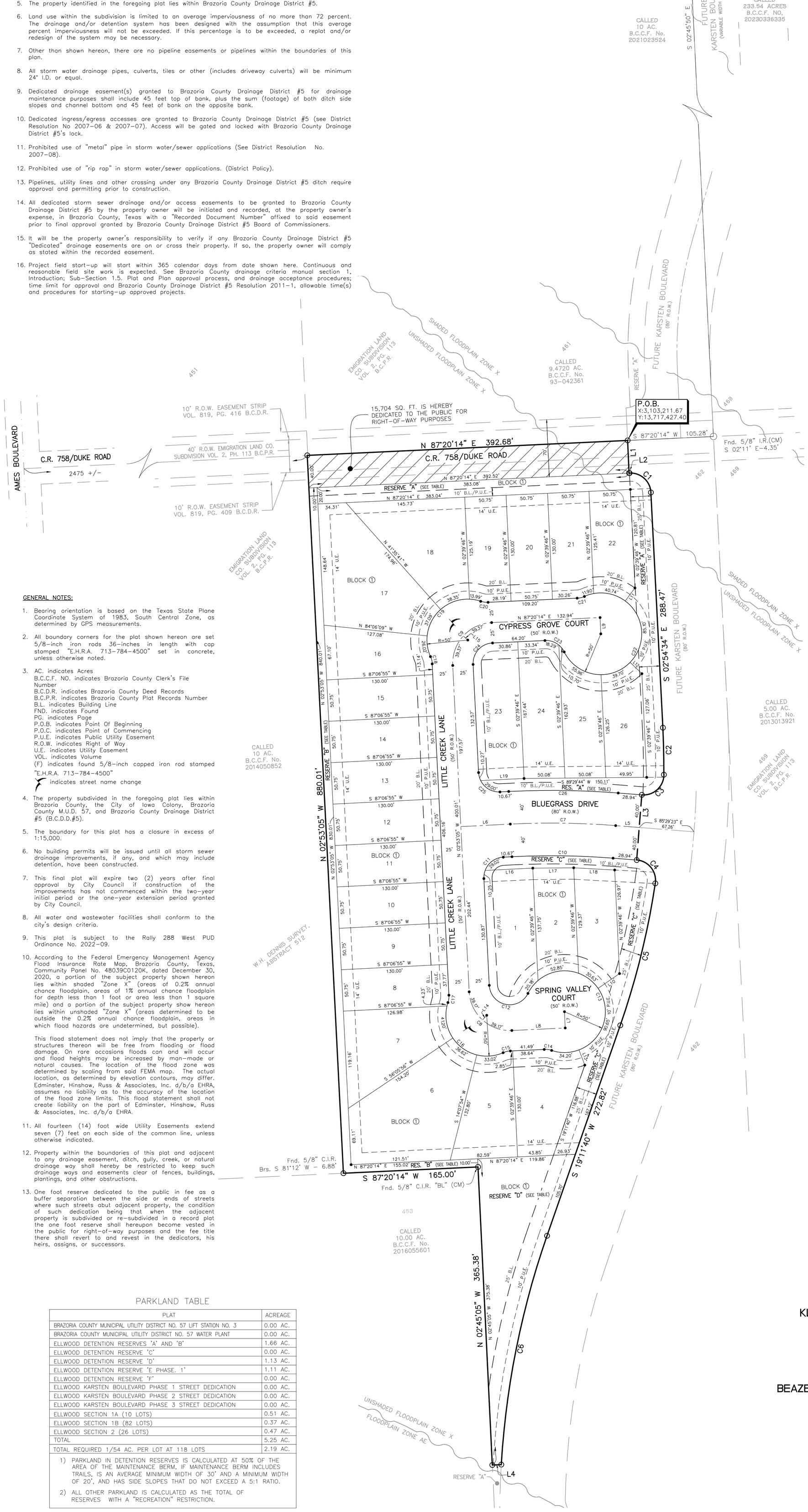
VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692S



SCALE: 1" = 60'

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.16'	89°45'12"	S 47°47'10" E	35.28'
C2	960.00'	57.53'	3°26'00"	S 01°11'34" E	57.52'
C3	25.00'	41.01'	93°59'11"	S 47°31'02" W	36.56'
C4	25.00'	41.01'	93°59'11"	S 38°29'47" E	36.56'
C5	960.00'	179.24'	10°41'52"	S 13°50'44" W	178.98'
C6	1,040.00'	286.61'	15°47'24"	S 11°17'57" W	285.71'
C7	1,000.00'	129.07'	7°23'42"	N 89°11'14" W	128.98'
C8	50.00'	78.35'	89°46'41"	N 47°46'25" W	70.57'
C9	50.00'	78.73'	90°13'19"	N 42°13'34" E	70.85'
C10	960.00'	123.90'	7°23'42"	N 89°11'14" W	123.82'
C11	25.00'	39.27'	90°00'00"	S 42°06'55" W	35.36'
C12	25.00'	65.71'	150°35'44"	S 78°10'57" E	48.36'
C13	50.00'	228.51'	261°51'25"	S 22°33'06" E	75.55'
C14	25.00'	9.18'	21°02'22"	N 82°08'35" W	9.13'
C15	25.00'	9.18'	21°02'22"	S 76°49'03" W	9.13'
C16	50.00'	115.07'	131°51'25"	N 47°46'26" W	91.30'
C17	25.00'	9.18'	21°02'22"	N 07°38'06" E	9.13'
C18	25.00'	9.18'	21°02'22"	N 13°24'16" W	9.13'
C19	50.00'	115.45'	132°18'03"	N 42°13'34" E	91.46'
C20	25.00'	9.18'	21°02'22"	S 82°08'35" E	9.13'
C21	25.00'	9.18'	21°02'22"	N 76°49'03" E	9.13'
C22	50.00'	233.40'	267°27'41"	S 20°01'42" W	72.26'
C23	25.00'	28.98'	66°25'19"	N 59°27'07" W	27.39'
C24	25.00'	39.37'	90°13'19"	S 42°13'34" W	35.42'
C25	25.00'	39.27'	90°00'00"	S 47°53'05" E	35.36'
C26	1,040.00'	134.23'	7°23'42"	S 89°11'14" E	134.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°39'46" E	40.00'
L2	N 87°20'14" E	0.56'
L3	S 04°30'37" W	80.00'
L4	S 87°14'55" W	11.00'
L5	N 85°29'23" W	28.94'
L6	S 87°06'55" W	60.67'
L7	S 02°39'46" E	20.00'
L8	S 87°20'14" W	65.45'
L9	S 02°39'46" E	20.00'
L10	N 55°18'02" E	31.90'
L11	N 36°34'59" E	20.00'
L12	S 45°51'53" E	20.00'
L13	S 20°48'39" E	20.00'
L14	N 42°13'35" E	7.66'
L15	S 47°46'26" E	7.49'
L16	N 87°20'14" E	58.38'
L17	N 89°28'25" E	50.03'
L18	S 86°54'58" E	50.25'
L19	S 87°06'55" W	53.23'

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	COMPENSATING OPEN SPACE	20,296	0.4659
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	9,950	0.2284
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	13,691	0.3143
D	RECREATION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,607	0.4731
TOTAL		64,544	1.4817

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
3. AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   FND. indicates Found
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   indicates street name change
4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
5. The boundary for this plat has a closure in excess of 1:15,000.
6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
8. All water and wastewater facilities shall conform to the city's design criteria.
9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
11. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
12. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
13. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.13 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	1.11 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
TOTAL	5.25 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 118 LOTS	2.19 AC.

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

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

FINAL PLAT OF ELLWOOD SECTION 2

BEING A SUBDIVISION OF 8.224 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOT 462 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 26 LOTS 4 RESERVES (1.4817 ACRES)

OWNER

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

DEVELOPER

BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

OCTOBER, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Thursday, December 4, 2025

Mayor Wil Kennedy
City Council
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, TX 77553

Re: BCMUD No. 53 Wastewater Treatment Plant Phase I and Onsite Lift Station
Recommendation for Final Acceptance
City of Iowa Colony Project No. CSW 200403-0319
Adico, LLC Project No. 16007-4-284

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of BCMUD No. 53 Wastewater Treatment Plant Phase 1 and Onsite Lift Station. City Council approved the project into the One Year Maintenance Period on or about August 15, 2022.

Adico attended the final reinspection on October 23, 2024, with all punch list times completed October 24, 2025. Adico, LLC recommends final acceptance of BCMUD No. 53 Wastewater Treatment Plant Phase 1 and Onsite Lift Station. The effective date of final acceptance shall be December 15, 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. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Natasha Brooks

ELEVATION
land solutions

October 30, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

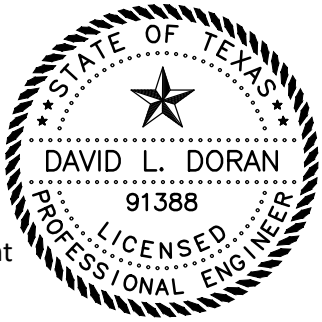
Re: Final Inspection – Punchlist Completion
Construction of WWTP Phase I
for Brazoria County Municipal Utility District No. 53

Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on October 23, 2024, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of October 24, 2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,



David L. Doran, P.E., CCM
Partner, Construction Management

DLD/js

P:\020 Sierra Vista West Development\016 BCMUD No 53 Wastewater Treatment Plant\Documents\Construction\CoIC Acceptance Package\1 Year Acceptance\BCMUD No. 53 WWTP Ph I - 1-Year Punchlist Completion Letter.docx

ADICO
CONSULTING ENGINEERS

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: BCMUD No. 53 Wastewater Treatment Plant Phase I, Onsite Lift Station and Offsite Lift Station
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 200403-0319
Adico, LLC Project No. 16007-4-284

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of BCMUD No. 53 Wastewater Treatment Plant Phase 1, Onsite Lift Station and Offsite Lift Station. The final inspection was held January 17, 2022 and all punch list items completed on or about June 16, 2022.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of BCMUD No. 53 Wastewater Treatment Plant Phase 1, Onsite Lift Station and Offsite Lift Station facilities into the One-Year Maintenance Period. The maintenance period shall be effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City Secretary
Robert Hemminger, City Manager

ELEVATION
land solutions

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of WWTP Phase I, Onsite Lift Station, and Offsite Lift Station

CONTRACTOR: T & C Construction, Ltd.
5411 Killough
Houston, Texas 77086

ENGINEER: Elevation Land Solutions
2445 Technology Forest Boulevard,
Suite 200 The Woodlands, Texas
77381

I hereby certify that this project is substantially complete as of August 11, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Director of Construction Management

DLD/mm

August 11, 2021

P:\020 Sierra Vista West Development\016 BCMUD No 53 Wastewater Treatment Plant\Documents\Construction\Acceptance Package\BCMUD 53 WWTP Ph I - Certificate of Substantial Completion.docx

MAINTENANCE BOND

STATE OF TEXAS

Contract Date March 26, 2020

COUNTY OF BRAZORIA

Date Bond Executed March 26, 2020

PRINCIPAL T&C Construction, LTD

SURETY Hartford Fire Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Nine Hundred Forty Seven Thousand Dollars and Zero Cents ($2,947,000.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of WWTP Phase I, Onsite Lift Station, and Offsite Lift Station 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.

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.

T&C Construction, LTD
PRINCIPAL

By _____

Name Thomas N. Rumney

Title President of T&C Holding, LLC, Its General Partner

Address 5411 Killough

Houston, Texas 77086

ATTEST

By _____

Name Carolyn M. Rumney

Title ~~Secretary~~ Partner

(SEAL)

Hartford Fire Insurance Company
SURETY

By _____

Name Sharon Cavanaugh

Title Attorney-in-Fact

(SEAL)

ATTEST

By _____

Name Kourtney Reece

Title Account Analyst

Physical Address:
19450 State Hwy 249, #400
Houston, Texas 77070

Mailing Address:
19450 State Hwy 249, #400
Houston, Texas 77070

Telephone: 832-604-8852

Local Recording Agent Personal Identification Number:
193638

Agency Name: Marsh & McLennan Agency, LLC

Agency Address 2500 City West Blvd., Suite 2400, Houston, Texas 77042

Agency Telephone 713-780-6100

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)

Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 61-610074

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Sharon Cavanaugh, C.W. Adams, Roxanne G. Brune, Sharen Groppell, David R. Groppell, Francine Hay, Beverly A. Ireland, Edward L. Moore, Kurt A. Risk, James W. Tomforde, Gloria Villa of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of day of

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

./TX4275-1

Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax - Claims	:	860-757-5835 or 860-547-8265
E-mail	:	claims@1stepsurety.com
Mailing Address	:	The Hartford The Hartford Fidelity & Bonding (BOND) Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

APPROVED, ADICO, LLC, 03162020

SHEET INDEX

Sheet Number	Sheet Title
01	COVER SHEET
02	HYDRAULIC PROFILE & PROCESS SCHEMATIC
03	SERVICE AREA
04	PROPOSED SITE PLAN
05	YARD PIPING PLAN
06	GRADING & DRAINAGE PLAN
07	MECHANICAL UPPER PLAN
08	AIR DIFFUSER PLAN
09	MECHANICAL SECTIONS 1
10	MECHANICAL SECTIONS 2
11	MECHANICAL DETAILS 1
12	MECHANICAL DETAILS 2
13	MECHANICAL DETAILS 3
14	MECHANICAL DETAILS 4
15	CIVIL DETAILS 1
16	CIVIL DETAILS 2
17	LIFT STATION PLAN & DETAILS
18	LIFT STATION DETAILS
19	19 LIFT STATION DETAILS 2
20	BLOWER FACILITY PLAN
21	BLOWER FACILITY SECTIONS
22	STRUCTURAL UPPER PLAN
23	STRUCTURAL LOWER PLAN
24	STRUCTURAL SECTIONS 1
25	STRUCTURAL SECTIONS 2
26	STRUCTURAL SECTIONS 3
27	*STRUCTURAL DETAILS*
28	ELECTRICAL SITE PLAN
29	ELECTRICAL ONE-LINE & DETAILS
30	ELECTRICAL SCHEMATICS
31	ELECTRICAL DETAILS 1
32	ELECTRICAL DETAILS 2
33	ELECTRICAL ABBREVIATIONS & LEGENDS
34	STORMWATER POLLUTION PREVENTION PLAN
35	STORMWATER POLLUTION PREVENTION DETAILS

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 0.200 MGD ADF WASTEWATER TREATMENT PLANT

DEVELOPER INFORMATION:

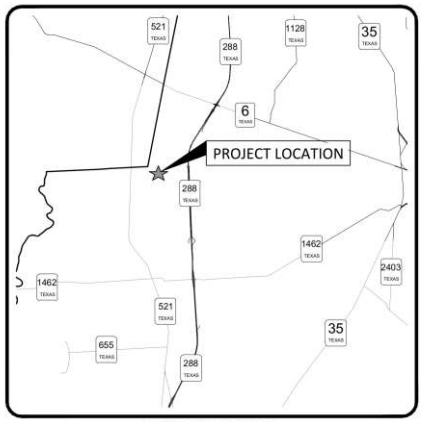
BRAZORIA COUNTY MUD No. 53
C/O: ALLEN, BOONE, HUMPHRIES, ROBINSON, LLP
3200 SOUTHWEST FREEWAY, SUITE 2600
HOUSTON, TEXAS 77027
CONTACT: TIMOTHY AUSTIN
CONTACT PHONE: 713-860-6465

PROJECT LOCATION:

COUNTY ROAD 64 @ COUNTY ROAD 48
ROSHARON, TEXAS 77583

NOTES:

1. CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR dinh@adico-llc.com & inspections@adico-llc.com) AND BRAZORIA COUNTY ENGINEER @ engineer-construction@brazoria-county.com 48 HOURS BEFORE COMMENCING WORK.
2. 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.



LOCATION MAP
NTS

VICINITY MAP
BRAZORIA COUNTY, TEXAS
KEY MAP: 691 Q

CITY OF IOWA COLONY

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Mike Byrum — 03232020
MICHAEL BYRUM-BRATSEN, MAYOR — DATE

Dinh Ho, P.E. — 03162020
DINH HO, P.E., CITY ENGINEER — DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

LEE WALDEN, P.E. — DATE
PRESIDENT

KERRY L. OSBURN — DATE
VICE PRESIDENT

MARK ROLLER — DATE
SECRETARY/TREASURER

JARROD D. ADEN P.E., C.F.M. — DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B190025

REVISION	DATE
A ADDENDA 4 REV.	11/19/19

WATERENGINEERS, INC.
Water & Wastewater Treatment Consultants
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM No. 2066
17230 HUFFMEISTER ROAD
CYPRESS, TEXAS 77429
TEL: 281-373-0500
FAX: 281-373-1113

THIS DRAWING CONTAINS CONFIDENTIAL, PROPRIETARY INFORMATION AND MAY NOT BE COPIED, DISTRIBUTED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT FOR WHICH IT WAS ISSUED WITHOUT PRIOR PERMISSION FROM WATERENGINEERS, INC.

BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 53
0.200 MGD ADF
WASTEWATER TREATMENT PLANT

STATE OF TEXAS — D. RAY YOUNG — 57068 — LICENSED PROFESSIONAL ENGINEER
02-27-2020

SHEET NAME:
COVER SHEET

DRAWN BY:	JLW
CHECKED BY:	DRY
PROJECT No.:	5824.2
DATE:	08/12/2019
SHEET No.:	01 OF 35

\\server\wei cad\current jobs\5824.2 sierra vista development\wwtp\01 coversheet.dwg

ADICO
CONSULTING ENGINEERS

Thursday, December 4, 2025

Mayor Wil Kennedy
City Council
City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, TX 77553

Re: Cedar Rapids Commercial Mass Grading & Detention
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 5655
Adico, LLC Project No. 710-25-004-001

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Cedar Rapids Commercial Mass Grading & Detention. The final inspection was completed on September 2, 2025, with all outstanding punch list items addressed on October 22, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Cedar Rapids Commercial Mass Grading & Improvements into the One-Year Maintenance Period. The maintenance period shall be effective December 15, 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. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Natasha Brooks
File: 710-25-004-001

CERTIFICATION OF INFRASTRUCTURE FOR:

Cedar Rapids Commercial MG&D

(Project Name)

I, David 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

October 29, 2025

TBPE Firm Registration No. F-22671

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, Texas 77357

City, State and Zip Code

(832) 823-2243

Phone No.

BOND NO. HSHNSU0866278

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF BRAZORIA

Contract Date February 19, 2025

Date Bond Executed February 19, 2025

PRINCIPAL DC Contracting Services, LLC

SURETY Harco National Insurance Company

OWNER Brazoria County Municipal Utility District No 31 and Astro Sterling Lakes North, LP

PENAL SUM OF BOND (in words and figures) **One Million Two Hundred Fifty-Eight Thousand Six Hundred Ten Dollars and Zero Cents ($1,258,610.00)**, being 100 percent of the Contract Price.

CONTRACT for Mass Grading and Detention Facilities for Cedar Rapids Commercial for Brazoria County Municipal Utility District No 31, Brazoria County, Texas.

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.

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.

DC Contracting Services, LLC
PRINCIPAL

By _____

Name Dwight Childs

Title President

Address 23707 W. Hardy Rd Ste. C
Spring, TX 77373

ATTEST

By _____

Name Cecil Kirbow

Title Vice President

(SEAL)

Harco National Insurance Company
SURETY

By _____

Name Michele Bonnin

Title Attorney-In-Fact

ATTEST

By _____

Name Samantha Olson

Title Witness

(SEAL)

Physical Address:
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

Mailing Address:
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

Telephone: (847) 321-4800

Local Recording Agent Personal Identification Number:
1220468

Agency Name: Technical Assurance, L.L.C., a division of Bowen, Miclette, & Britt Insurance Agency, L.L.C.

Agency Address 26623 Oak Ridge Drive, The Woodlands, Texas 77380

Agency Telephone (281) 296-9997

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)

Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Bond # HSHNSU086

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EDWARD ARENS, PHILIP BAKER, JILLIAN O'NEAL, ERICA ANNE COX, REBECCA GARZA, HANNAH MONTAGNE, MICHELE BONNIN

The Woodlands, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 19th February, 2025

A00868

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IAT Surety at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IAT Surety at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

APPROVED, ADICO, LLC, 01102025

24x36

DEVELOPER:
ASTRO STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(709) 783-6702

CONSTRUCTION OF

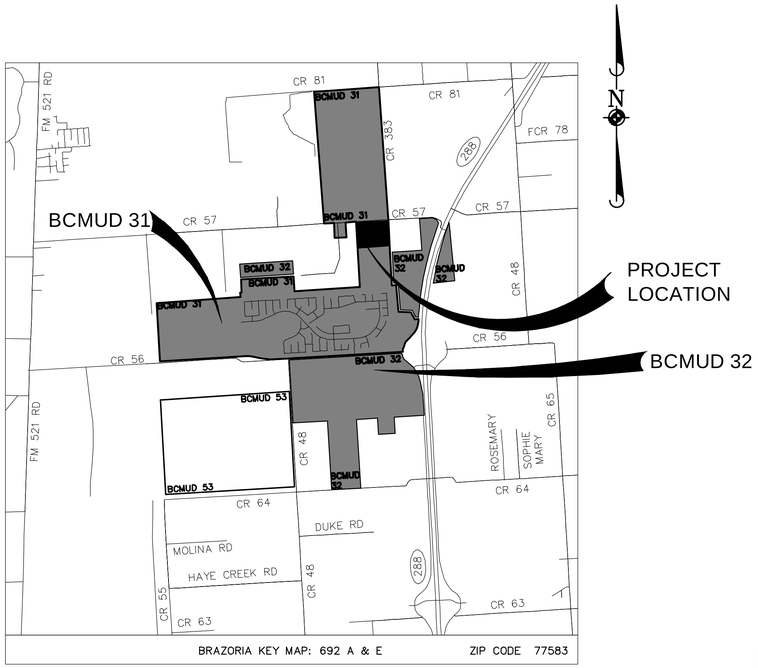
CEDAR RAPIDS COMMERCIAL MASS GRADING & DETENTION

FOR

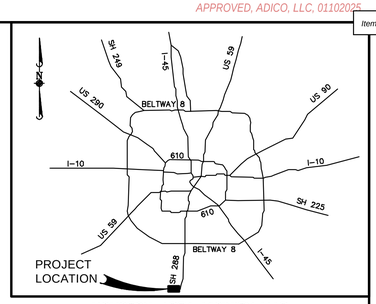
BRAZORIA COUNTY MUD NO. 32
BRAZORIA COUNTY, TX
PROJECT NO. 610.002.026

INDEX OF SHEETS

SHEET NO.	SHEET TITLE	
1	TITLE SHEET & SHEET INDEX	
2	GENERAL NOTES	
3	PROJECT OVERALL AND STORM WATER POLLUTION PREVENTION PLAN	⚠
4	CLEARING & GRUBBING	⚠
4a	CLEARING & GRUBBING (BC31 WATERPLANT NO. 2)	⚠⚠
5	DETENTION SERVICE AREA MAP	
6	DETENTION OVERALL	⚠
7	DETENTION POND CROSS SECTIONS	
8	GRADING PLAN OVERALL	⚠
9	GRADING CROSS SECTIONS AND POND OUTFALL	
10	CUT FILL OVERALL	
11	STORM SEWER DETAILS I	
12	STORM SEWER DETAILS II	
13	STORM SEWER DETAILS III	
14	STORM SEWER DETAILS IV	
15	STORM WATER POLUTION PREVENTION PLAN DETAILS	
16	SLOPE PAVING DETAIL	



LOCATION MAP
1"=1/4 mile



HOUSTON AREA VICINITY MAP
N.T.S.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "5/8" IRON ROAD WITH CAP SET ON THE EAST SIDE OF COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE INTERSECTION OF COUNTY ROAD 57 AND COUNTY ROAD 383.
ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP 48039C0110K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, REVISED DECEMBER 30, 2020, THE SUBJECT TRACT IS LOCATED PARTIALLY WITHIN SHADED ZONE "X" DEFINED AS AREAS INUNDATED BY THE 0.2% ANNUAL CHANCE (500 YEAR) FLOOD AND LOCATED PARTIALLY WITHIN SHAADED ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE (100 YEAR) FLOOD WITH A BASE FLOOD ELEVATION DETERMINED AS 53.0

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
⚠1 01/27/2025	ADDED SHEET 4A FOR CLEARING OF FUTURE WP SITE. REVISED GRADING & ADDED E-INLET	TH
⚠2 03/19/2025	EXTENDED C&G LIMITS	TH
⚠3		
⚠4		
⚠5		

RECORD DRAWING
I HEREBY CERTIFY THAT THIS DRAWING
REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO
SIZE, LOCATION & GRADE AND THAT THE CONSTRUCTION
WAS N SUBSTANTIAL COMPLIANCE WITH
THE CONTRACT DOCUMENTS

CONTRACTOR DC Contracting Services, LLC DATE: 10/23/2025

TITLE Cecil Kirlow, Vice President

ENGINEER'S SEAL
TRAVIS H. HARRISON, P.E
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

STATE OF TEXAS · TRAVIS H. HARRISON · 137397 · LICENSED PROFESSIONAL ENGINEER
12/05/2024

TBPE NO. F-22671

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER — 1/10/2025 DATE

DINH HO, P.E., CITY ENGINEER — 1/10/2025 DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

STATE OF TEXAS · TRAVIS H. HARRISON · 137397 · LICENSED PROFESSIONAL ENGINEER
10/24/2025

RECORD DRAWING
10/24/2025
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

ISSUED FOR CONSTRUCTION
Issue Date - 03/19/2025

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. — Date 2/3/25 — President
Kerry L. Osburn — Date 2/3/25 — Vice President
Brandon Middletown — Date 2/3/25 — Secretary/Treasurer
Nezar Sabti, PhD, P.E. — Date 2/5/25 — District Engineer

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

BCDD 5 I.D. #

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

PM: THH DFT: JE
DSN: ML DATE: Dec-24

ISSUED FOR CONSTRUCTION - 03/19/2025

P:\610.002 Sterling Lakes - BCMUD 31\026 Cedar Rapids Commercial Dst & MG\dwg_Plan Set Drawings\TITLE AND GENERAL NOTES.dwg

ELEVATION LAND SOLUTIONS - CEDAR RAPIDS COMMERCIAL DETENTION & MASS GRADING - PROJECT NO. 610.002.026

ADICO
CONSULTING ENGINEERS

Thursday, December 4, 2025

Mayor Wil Kennedy
City Council
City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, TX 77553

Re: Sierra Vista West Section 11 – Paving Improvements
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 5441
Adico, LLC Project No. 710-25-004-033

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 11 – Paving Improvements. The final inspection was completed on November 14, 2025, with all outstanding punch list items addressed on November 25, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sierra Vista West Section 11 – Paving Improvements into the One-Year Maintenance Period. The maintenance period shall be effective December 15, 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. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Natasha Brooks
File: 710-25-004-033

CERTIFICATION OF INFRASTRUCTURE FOR:

Sierra Vista West Section 11

(Project Name)

I, David 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

November 25, 2025
TBPE Firm Registration No. F-22671

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, Texas 77357

City, State and Zip Code

(832) 823-2243

Phone No.

BOND NO.61BCSJL0065

WARRANTY BOND

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

That we, Dimas Bros. Construction, L.L.C. (*Principal*), whose address and phone number is 2003 Center Street, Richmond , TX 77469 (832) 490-7969 hereinafter called the Principal, and Hartford Fire Insurance Company (*Surety*), a corporation existing under and by virtue of the laws of the State of Connecticut, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at One Hartford Plaza, Hartford, CT 06155-0001 and phone number is (860) 547-5000, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Matt hew McGee (*name/office*), and whose address and phone number is 19450 State Highway 249, Suite 400, Houston, TX 77070 / (713) 812-0800, hereinafter called the Surety; are held and firmly bound unto L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of Five Hundred Twenty-Two Thousand Fourteen and 94/100 Dollars ($522,014.94) current, lawful money of the United States of America, to be paid to said L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, said Principal is the owner of the following Subdivision(s): Sierra Vista West Section 11 located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas has promulgated certain rules, regulations and requirements relating to subdivisions in Brazoria County, Texas, as more specifically set out in the Brazoria County Subdivision Regulations, Brazoria County Roadway Design Criteria Manual, and Brazoria County Drainage Criteria Manual, as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will maintain the roads, streets, and drainage (the "Improvements") to serve said Subdivision, in accordance with the approved plans and specifications submitted to the County Engineer, for at least one year from the completion, inspection, and approval of said Improvements and until said Improvements have been accepted into the County Road System by the Commissioners Court of Brazoria County, Texas.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, its heirs, executors, administrators, successors, assigns and legal representatives, and each and every one of them do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the

construction and maintenance of all Improvements in the above named Subdivision, and that upon approval of the construction of said Improvements by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such Improvements for maintenance by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind, and obligate themselves to pay L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, for the use and benefit of Brazoria County, all losses or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of Improvements in the above named Subdivision.

The word Principal when used herein means Principal or Principals, whether an individual, individuals, partnership, corporation or other legal entity having the capacity to contract.

The word "Improvements" is used herein to mean each and every road, street, bridge and each and every ditch, culvert, channel, inlet, pond or other drainage improvement in the rights-of-way and easements in said Subdivision.

The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the Improvements and approval thereof by the County Engineer until final acceptance of the Improvements for maintenance by the Commissioners Court.

The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

(Signature Page Follows)

EXECUTED this the 24th day of November, 20 25.

PRINCIPAL:

Dimas Bros. Construction, L.L.C.

By: _____
Name: _____
Title: _____

SURETY:

Hartford Fire Insurance Company

By: _____
Name: Jillian O'Neal
Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)

BRAZORIA COUNTY

_____

L.M. "Matt" Sebesta, Jr.
County Judge of Brazoria County, Texas

ATTEST:

_____

Joyce Hudman
Brazoria County Clerk

POWER OF ATTORNEY

Direct Inquiries, Bond Authe and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Philip Baker, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 24, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:
1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:
1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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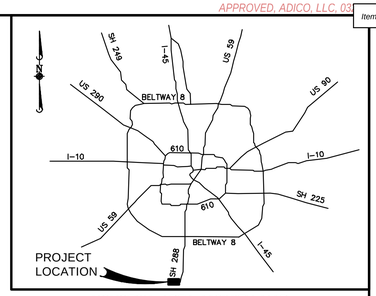
APPROVED, ADICO, LLC, 03/

DEVELOPER: ASTRO
SIERRA VISTA, LP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

SIERRA VISTA WEST SECTION 11

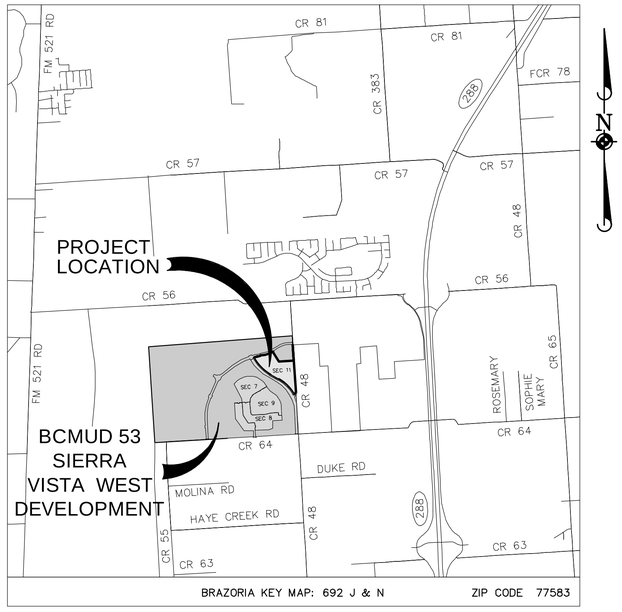
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020.036.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	PROJECT OVERALL
4	DEMOLITION OVERALL
5	WATER & SANITARY OVERALL (1 OF 2)
6	WATER & SANITARY OVERALL (2 OF 2)
7	DRAINAGE OVERALL (1 OF 2)
8	DRAINAGE OVERALL (2 OF 2)
9	DRAINAGE CALCULATIONS
10	GRADING OVERALL (1 OF 2) ⚠
11	GRADING OVERALL (2 OF 2) ⚠
12	STORM WATER POLLUTION PREVENTION PLAN
13	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
14	AVERIA MARIE DRIVE ⚠
15	JOSHUA ALDEN DRIVE (STA 1+00 TO 5+00)
16	JOSHUA ALDEN DRIVE (STA 5+00 TO 9+50)
17	MICHAEL WAYNE DRIVE (STA 1+00 TO 6+00)
18	MICHAEL WAYNE DRIVE (STA 6+00 TO 11+00)
19	MICHAEL WAYNE DRIVE (STA 11+00 TO 17+00)
20	RORY CHRISTINE DRIVE (STA 1+00 TO 6+50)
21	BRYNN ELIZABETH DRIVE (STA 6+50 TO 14+35)
22	CATALAN DRIVE
23	BASELINE A
24	BASELINE B & BASELINE C
25	BASELINE D
26	AMES BOULEVARD TIE-INS
27	WATER DETAILS - 1
28	WATER DETAILS - 2
29	SANITARY SEWER DETAILS - 1
30	SANITARY SEWER DETAILS - 2
31	SANITARY SEWER DETAILS - 3
32	STORM SEWER DETAILS - 1
33	STORM SEWER DETAILS - 2
34	STORM SEWER DETAILS - 3
35	STORM SEWER DETAILS - 4
35.1	STORM SEWER DETAILS - 5 ⚠
36	STORM WATER POLLUTION PREVENTION DETAILS - 1
37	STORM WATER POLLUTION PREVENTION DETAILS - 2
38	PAVING DETAILS - 1
39	PAVING DETAILS - 2
40	PAVING DETAILS - 3
41	PAVING DETAILS - 4



BRAZORIA KEY MAP: 692 J & N ZIP CODE 77583

LOCATION MAP
1"=1/4 mile

As-Builts
Contractor: Dimas Bros.
Date: 11-20-2025
Nestor Hurtado

BOUNDARY:

THE BOUNDARAY LINES FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY ELEVATION LAND SOLUTIONS DATED NOVEMBER 30, 2021.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

	DATE	REVISION	APP.
⚠	06/13/2025	ADDED STORM SEWER DETAILS	JLC
⚠	09/22/2025	ADDED HIGH POINT AT MIDDLE OF CURB RETURN	JLC
⚠	10/06/2025	REVISED GRADING RANGES	JLC

ENGINEER'S SEAL
JENNIFER L. CARLINE
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
TBPE NO. F-22671

STATE OF TEXAS
JENNIFER L. CARLINE
147499
LICENSED PROFESSIONAL ENGINEER
03/21/2025

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CITY OF IOWA COLONY PLAN REVIEW NOTES:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR inspections@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

RECORD DRAWING
11/24/2025
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date
President

Kerry L. Osburn Date
Vice President

Brandon Middleton Date
Secretary/Treasurer

Dinh V. Ho, P.E. Date
District Engineer

Note: Project shall startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

FEMA 5 I.D.#

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER — DATE 3/24/2025
DINH HO, P.E., CITY ENGINEER — DATE 03242025

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: JLC DFT: BNJ
DSN: AG DATE: SEP-2024

SHEET 1 OF 41

P:\020 Sierra Vista West Development\036 Section 11\dwg_Plan Set Drawings\01 TITLE SHEET & GENERAL NOTES.dwg 3/20/2025 9:41 AM

ELEVATION LAND SOLUTIONS - SIERRA VISTA WEST SECTION 11 - PROJECT NO. 610.020.036.00

ADICO
CONSULTING ENGINEERS

Thursday, December 4, 2025

Mayor Wil Kennedy
City Council
City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, TX 77553

Re: Sierra Vista West Section 11 – Water, Sanitary, Drainage Improvements
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 5441
Adico, LLC Project No. 710-25-004-033

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 11 – Water, Sanitary, and Drainage Improvements. The final inspection was completed on November 14, 2025, with all outstanding punch list items addressed on November 25, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sierra Vista West Section 11 – Water, Sanitary and Drainage Improvements into the One-Year Maintenance Period. The maintenance period shall be effective December 15, 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. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Natasha Brooks
File: 710-25-004-033

CERTIFICATION OF INFRASTRUCTURE FOR:

Sierra Vista West Section 11

(Project Name)

I, David 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

November 25, 2025
TBPE Firm Registration No. F-22671

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, Texas 77357

City, State and Zip Code

(832) 823-2243

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BCSJL0071

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Casualty Insurance Company

State Where Surety is Incorporated: Connecticut

d. Obligee(s): Brazoria County Municipal Utility District No. 53; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____
Parties: Principal and Brazoria County Municipal Utility District No. 53
Subdivision involved: Sierra Vista West Section 11

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: $ 953,715.25

g. Maintenance Period:

Starting Date **of Maintenance Period**: One (1) Year
(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: December 4, 2025

SURETY: Hartford Casualty Insurance Company

By: _____
Signature

Hannah Montagne
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: _____
Signature

Ivan Dimas
Print or Type Signer's Name

Vice President
Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Direct Inquiries, Bond Auth[illegible] and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
***call:* 888-266-3488 *or fax:* 860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Philip Baker, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal, Samantha Olson of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 4, 2025

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:
1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:
1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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APPROVED, ADICO, LLC, 03

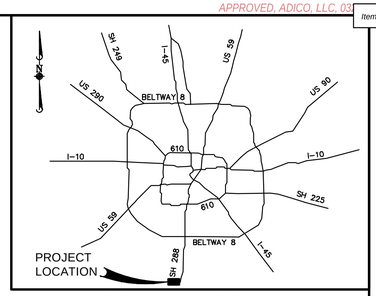
24x36

DEVELOPER: ASTRO
SIERRA VISTA, LP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

SIERRA VISTA WEST SECTION 11

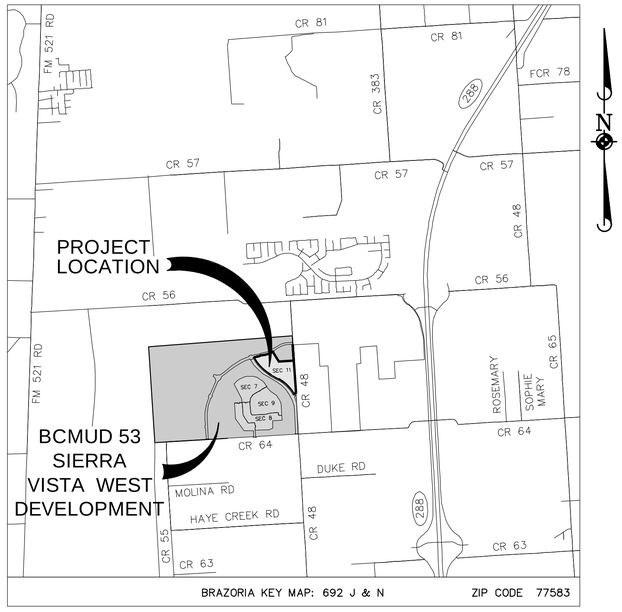
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020.036.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	PROJECT OVERALL
4	DEMOLITION OVERALL
5	WATER & SANITARY OVERALL (1 OF 2)
6	WATER & SANITARY OVERALL (2 OF 2)
7	DRAINAGE OVERALL (1 OF 2)
8	DRAINAGE OVERALL (2 OF 2)
9	DRAINAGE CALCULATIONS
10	GRADING OVERALL (1 OF 2) ⚠
11	GRADING OVERALL (2 OF 2) ⚠
12	STORM WATER POLLUTION PREVENTION PLAN
13	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
14	AVERIA MARIE DRIVE ⚠
15	JOSHUA ALDEN DRIVE (STA 1+00 TO 5+00)
16	JOSHUA ALDEN DRIVE (STA 5+00 TO 9+50)
17	MICHAEL WAYNE DRIVE (STA 1+00 TO 6+00)
18	MICHAEL WAYNE DRIVE (STA 6+00 TO 11+00)
19	MICHAEL WAYNE DRIVE (STA 11+00 TO 17+00)
20	RORY CHRISTINE DRIVE (STA 1+00 TO 6+50)
21	BRYNN ELIZABETH DRIVE (STA 6+50 TO 14+35)
22	CATALAN DRIVE
23	BASELINE A
24	BASELINE B & BASELINE C
25	BASELINE D
26	AMES BOULEVARD TIE-INS
27	WATER DETAILS - 1
28	WATER DETAILS - 2
29	SANITARY SEWER DETAILS - 1
30	SANITARY SEWER DETAILS - 2
31	SANITARY SEWER DETAILS - 3
32	STORM SEWER DETAILS - 1
33	STORM SEWER DETAILS - 2
34	STORM SEWER DETAILS - 3
35	STORM SEWER DETAILS - 4
35.1	STORM SEWER DETAILS - 5 ⚠
36	STORM WATER POLLUTION PREVENTION DETAILS - 1
37	STORM WATER POLLUTION PREVENTION DETAILS - 2
38	PAVING DETAILS - 1
39	PAVING DETAILS - 2
40	PAVING DETAILS - 3
41	PAVING DETAILS - 4



BRAZORIA KEY MAP: 692 J & N ZIP CODE 77583

LOCATION MAP
1"=1/4 mile

As-Builts
Contractor: Dimas Bros.
Date: 11-20-2025
Nestor Hurtado

BOUNDARY:

THE BOUNDARAY LINES FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY ELEVATION LAND SOLUTIONS DATED NOVEMBER 30, 2021.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

	DATE	REVISION	APP.
⚠	09/13/2025	ADDED STORM SEWER DETAILS	JLC
⚠	09/22/2025	ADDED HIGH POINT AT MIDDLE OF CURB RETURN	JLC
⚠	10/06/2025	REVISED GRADING RANGES	JLC

ENGINEER'S SEAL
JENNIFER L. CARLINE
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
TBPE NO. F-22671

STATE OF TEXAS
JENNIFER L. CARLINE
147499
LICENSED PROFESSIONAL ENGINEER
03/21/2025

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CITY OF IOWA COLONY PLAN REVIEW NOTES:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR inspections@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

RECORD DRAWING
11/24/2025
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date
President

Kerry L. Osburn Date
Vice President

Brandon Middleton Date
Secretary/Treasurer

Dinh V. Ho, P.E. Date
District Engineer

Note: Project shall startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

FLOOD 5 I.D.#

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER — DATE 3/24/2025
DINH HO, P.E., CITY ENGINEER — DATE 03242025

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: JLC DFT: BNJ
DSN: AG DATE: SEP-2024

SHEET 1 OF 41

P:\020 Sierra Vista West Development\036 Section 11\dwg_Plan Set Drawings\01 TITLE SHEET & GENERAL NOTES.dwg 3/20/2025 9:41 AM

ELEVATION LAND SOLUTIONS - SIERRA VISTA WEST SECTION 11 - PROJECT NO. 610.020.036.00

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

VIA E-MAIL: loan@adico-llc.com

DATE: November 3, 2025

TO: Loan Allen - Adico Consulting Engineers, LLC

FROM: EHRA/Michael Turzillo
Assistant Project Manager – Planning & Visioning

EXTENSION OF APPROVAL LETTER: Ellwood Recreation Reserve

EHRA Engineering is requesting an extension of approval for the preliminary plat of Ellwood Recreation Reserve. This plat was approved by Iowa Colony City Council on 1/13/2025 and will expire on 1/13/2026. Please include this item on the 12/15/2025 City Council agenda and allow an extension of approval of six months.

See the attached preliminary plat of Ellwood Recreation Reserve for your reference and let me know if you require anything further to facilitate this request (six months).

Regards,

Michael Turzillo,
Assistant Project Manager – Planning & Visioning
EHRA

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, the property lies within Zone AE.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. B.C.C.F. indicates Brazoria County Clerk's File.
   B.L. indicates Building Line.
   D.E. indicates Drainage Easement.
   E.A. indicates Emergency Access Easement.
   M.H. indicates Manhole.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   ↘ indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 57, and Brazoria County Drainage District #5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.

7. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.

11. Drainage plans to be provided prior to final plat submittal.

12. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Ellwood Recreation Reserve 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.

13. This 60' right-of-way to be abandoned at the western boundary of the "Yoder Tract" (B.C.C.F. No. 2013013921).

14. Final Plat is subject to the conditions and approval of the General Plan and adjacent plats.

LAND USE TABLE

PLAT	SF - 60's	SF - 50's	COMM.	INST.	ARTERIALS & COLLECTORS	PARKS & OPEN SPACE	TOTAL
BCMUD NO. 57 LIFT STATION NO. 3	-	-	-	0.18 AC.	-	-	**0.18 AC.**
BCMUD NO. 57 WATER PLANT	-	-	-	1.34 AC.	-	-	**1.34 AC.**
DAVENPORT PKWY. ST. DEDICATION	-	-	-	-	1.48 AC.	-	**1.48 AC.**
ELLWOOD DETENTION RESERVES 'A' AND 'B'	-	-	-	-	-	24.76 AC.	**24.76 AC.**
ELLWOOD DETENTION RESERVE 'C'	-	-	9.11 AC.	-	-	-	**9.11 AC.**
ELLWOOD KARSTEN BLVD. PH. 1 ST. DEDICATION	-	-	-	-	1.58 AC.	-	**1.58 AC.**
ELLWOOD KARSTEN BLVD. PH. 2 ST. DEDICATION	-	-	-	-	2.12 AC.	0.34 AC.	**2.46 AC.**
ELLWOOD KARSTEN BLVD. PH. 3 ST. DEDICATION	-	-	-	-	2.82 AC.	0.03 AC.	**2.85 AC.**
ELLWOOD SECTION 1A	0.44 AC.	1.71 AC.	-	-	-	0.51 AC.	**2.66 AC.**
ELLWOOD SECTION 1B	4.00 AC.	11.34 AC.	-	-	-	0.37 AC.	**15.71 AC.**
ELLWOOD SECTION 2	-	4.82 AC.	-	-	-	1.48 AC.	**6.30 AC.**
ELLWOOD SECTION 3	8.71 AC.	4.61 AC.	-	-	-	1.47 AC.	**14.79 AC.**
ELLWOOD RECREATION RESERVE	-	-	-	-	-	1.77 AC.	**1.77 AC.**
TOTAL	**13.15 AC. (15.5%)**	**22.48 AC. (26.5%)**	**9.11 AC. (10.7%)**	**1.52 AC. (1.8%)**	**8.00 AC. (9.4%)**	**30.73 AC. (36.2%)**	**84.99 AC. (100%)**

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

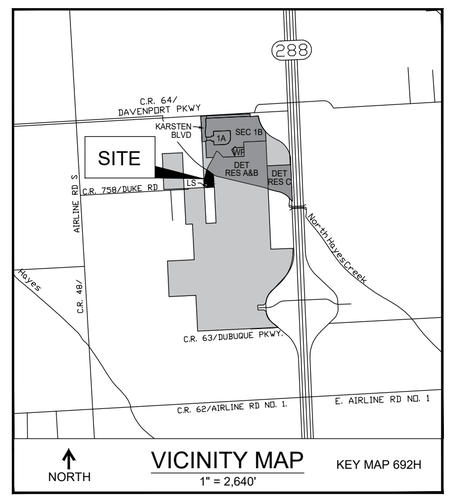
2) THIS TABLE INCLUDES ALL PRELIMINARY PLATS SUBMITTED AT THIS TIME.

PARK LAND TABLE

PLAT	ACREAGE
BCMUD NO. 57 LIFT STATION NO. 3	0.00 AC.
BCMUD NO. 57 WATER PLANT	0.00 AC.
DAVENPORT PKWY. ST. DEDICATION	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD KARSTEN BLVD. PH. 1 ST. DEDICATION	0.00 AC.
ELLWOOD KARSTEN BLVD. PH. 2 ST. DEDICATION	0.00 AC.
ELLWOOD KARSTEN BLVD. PH. 3 ST. DEDICATION	0.00 AC.
ELLWOOD SECTION 1A	0.51 AC.
ELLWOOD SECTION 1B	0.37 AC.
ELLWOOD SECTION 2	0.47 AC.
ELLWOOD SECTION 3	0.83 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
TOTAL	5.61 AC.

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

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



NORTH

VICINITY MAP

1" = 2,640'

KEY MAP 692H

LINE TABLE

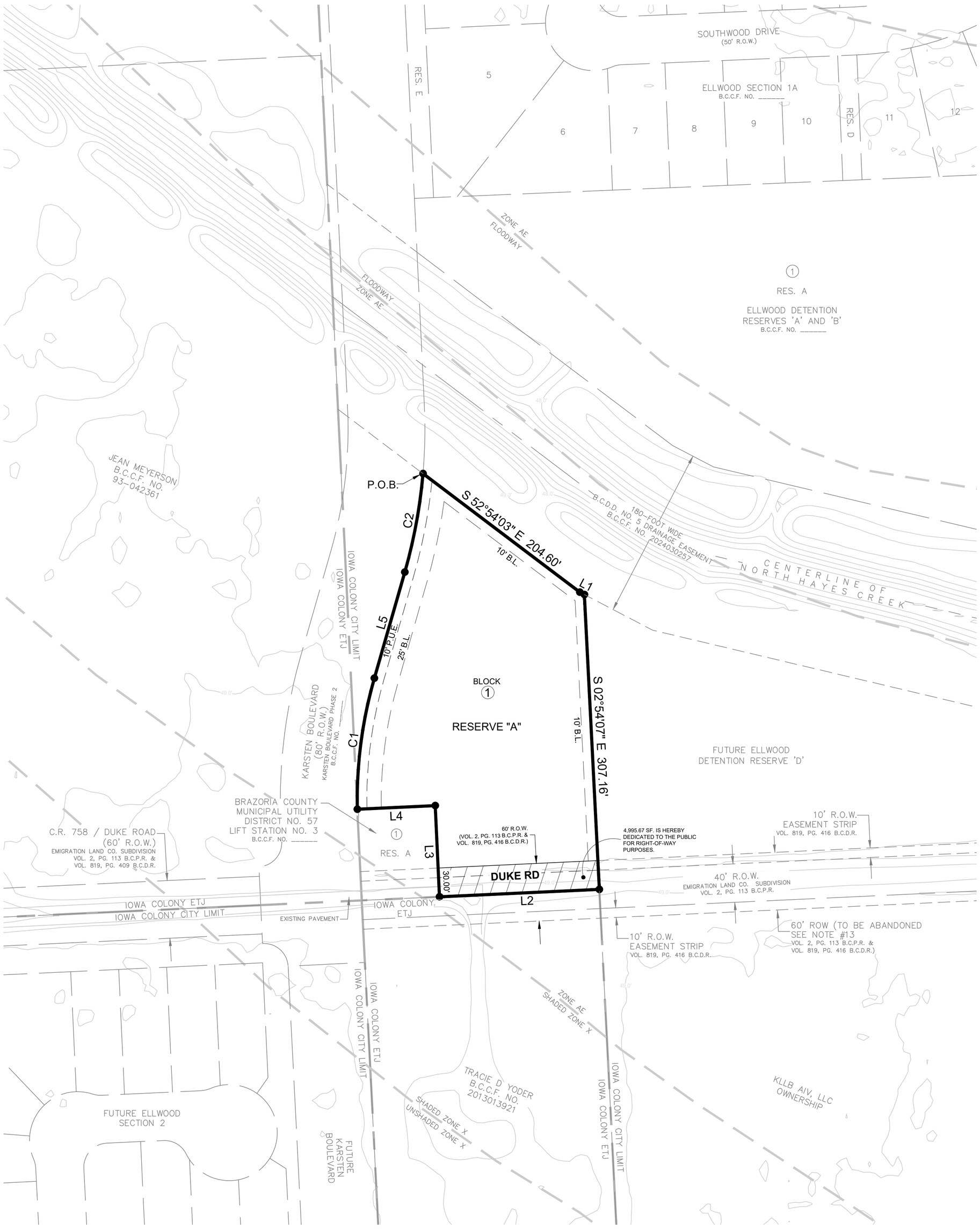
LINE	ANGLE	DISTANCE
L1	S 62°24'14" E	5.42'
L2	S 87°20'14" W	166.60'
L3	N 02°39'53" W	95.00'
L4	S 87°20'07" W	81.19'
L5	N 16°01'03" E	114.79'

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	71,896.56	1.65

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	460.00'	138.09'	N 07°25'03" E	137.57'
C2	540.00'	104.45'	N 10°28'34" E	104.29'



OWNER CONTACT INFORMATION
KLLB AIV, LLC
10235 WEST LITTLE YORK, SUITE 200
HOUSTON, TX 77040
281-560-6600

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

0' 30' 60' 120'

SCALE: 1"=60'

NORTH

Ellwood Recreation Reserve Preliminary Plat

Being a subdivision of 1.77 acres out of the H.T. & B.R.R. Co. Survey, Section 50, A-512, and being out of Lot 468 of Emigration Land Co. Subdivision in the City of Iowa Colony, Brazoria County, Texas.

1 Block and 1 Reserve
Owner: KLLB AIV, LLC, a Texas Limited Partnership

December 6, 2024

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

EHRA JOB NO. 221-022-50

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

P:\221-022-50\Plat\PPLAT\Ellwood Recreation Reserve_PPlat rev.dwg Dec 27, 2024-9:31am Edited by: awaggoner