City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C

Ashley Davis, District D
Keko Moore, At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, June 5, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **JUNE 5, 2025,** at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Proclamation - Alvin Black Heritage Day

B. Proclamation - Parks & Recreation Month

C. Information Technology Annual Departmental Update

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public hearing to receive comment regarding an ordinance establishing Standards of Care for youth recreation programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13).

6. CONSENT AGENDA

A. Consider approval of the May 15, 2025, City Council meeting minutes.

B. Consider Ordinance 25-M, establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

C. Consider a contract with GrantWorks, Inc. for grant administration services related to the Texas General Land Office – Community Development and Revitalization (GLO-CDR) Grant No. 24-065-151-F010, in connection with flood and drainage improvements along Durant Street and the M-1 Crossing, and authorize the Mayor to execute all necessary documents.

D. Consider a Fourth Amendment to the Lease Agreement by and between the City of Alvin, Texas, a home rule municipality in the State of Texas ("Landlord"), as successor in interest to YMCA of the Greater Houston Area, and Memorial Hermann Health System, a Texas non-profit corporation ("Tenant"), for approximately 3,050 square feet of space within the Alvin Recreation Center with Memorial Hermann Hospital System for the purpose of providing Physical Therapy Rehabilitation Treatment and related patient care; and authorize the Mayor to sign upon legal review.

E. Consider a final plat of Preservation Creek Phase 1, Section 2, being a planned unit development of 19.61 acres situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

F. Consider a final plat of Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2, being a planned unit development of 10.06 acres situated in the C.M. Hays Survey, Abstract 534 and W.D.C. Hall Survey, Abstract 69, also being out of Lots 6 and 7 of the Kanawha Texas Company's subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

G. Consider a master preliminary plat of Berry Creek, a planned unit development being 107.10 + acres of land out of the Hooper & Wade, A-420 Brazoria County, Texas.

H. Consider a final plat of Parkside Trails, a subdivision of 24.522 acres / 1,068,186 square feet, situated in the H.T. & B. R.R. CO. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.

I. Consider accepting the resignation of Jake Starkey from the Economic Development Advisory Committee.

J. Consider accepting the resignation of Ashley Davis from the Planning Commission.

K. Consider the cancellation of the June 19, 2025, City Council Meeting.

L. Consider the cancellation of the July 3, 2025, City Council Meeting.

7. OTHER BUSINESS

A. Consider Resolution 25-R-18, authorizing the publication of the Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

B. Consider a variance request from the homeowners at 1823 Meadowview Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet into the twenty-five-foot front building setback and two feet into the five-foot side building setback for the construction of a carport.

C. Consider Ordinance 25-N, an ordinance releasing approximately 90.81 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

D. Consider Ordinance 25-O, an ordinance releasing approximately 179.8 acres of land from the extraterritorial jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

E. Consider Resolution 25-R-19, authorizing the Mayor to sign a Quitclaim Deed releasing and abandoning unimproved 20' platted unopened roads over and across subject property as set out on the plat of Williford & Arnim's Addition to Alvin recorded in Volume

15, Page 592 of the Deed Records of Brazoria County, Texas, save and except those portions previously closed by Order No. 5 of the Commissioners Court of Brazoria County recorded in Volume 954, Page 224 of the Deed Records of Brazoria County, Texas.

F. Consider appointment to fill an unexpired term on the Planning Commission.

G. Consider appointment to fill an unexpired term on the Economic Development Advisory Committee.

H. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

8. REPORTS FROM THE CITY MANAGER

A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

9. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY June 2, 2025, at 4:30 p.m.**

/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Alvin Museum is presenting a Black Heritage Exhibit that honors the contributions, experiences, and history of Black residents in the Alvin community; and

WHEREAS, the exhibit recognizes individuals such as Dogie Smith, believed to be the first Black man to settle in Alvin in the late 1930s, signifying an important chapter in the city's evolving history; and

WHEREAS, the establishment of Greater New Hope Baptist Church in 1942 on 2nd Street provided a spiritual and cultural foundation for Alvin's Black community and continues to serve as a lasting symbol of faith and resilience; and

WHEREAS, this exhibit reflects the progress made through decades of change and acknowledges the importance of remembering and sharing all aspects of our community's past as we strive to build a more inclusive future; and

WHEREAS, the Black Heritage Exhibit opened on May 17, 2025, and will remain on display through June 21, 2025, providing residents and visitors with an opportunity to engage with and learn from this important history.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim June 14, 2025, as

Alvin Black Heritage Day

in the City of Alvin and encourage all residents to visit and reflect on the diverse stories that have shaped our city's history.

WITNESS my hand and seal this 5th day of June 2025.

_____

Gabe Adame, Mayor

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, July 2025 marks the **40th anniversary of Park and Recreation Month**, first launched in 1985 to recognize the vital role parks and recreation play in enhancing the quality of life in communities across the country; and

WHEREAS, this year's theme, "Build Together, Play Together," celebrates the collective effort of full-time park and recreation professionals, along with countless part-time staff, seasonal workers, and volunteers, who work tirelessly to maintain and improve our local parks and recreational programs; and

WHEREAS, parks and recreation services are essential to the health and well-being of our community, offering spaces and programs that foster lifelong friendships, family memories, and inclusive, active lifestyles; and

WHEREAS, the positive impacts of parks and recreation can be seen every day—in the laughter of children at play, the tranquility of walking trails, the engagement of seniors in wellness programs, and the unity of neighbors gathering for community events.

NOW, **THEREFORE**, I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the month of **July 2025 as**:

Parks & Recreation Month

in the City of Alvin and encourage all residents to celebrate and support the dedicated professionals and volunteers who enrich our lives through parks, programs, and public spaces that help our community thrive.

WITNESS my hand and seal this
5th day of June 2025.

Gabe Adame, Mayor

Information Technology

Nick Newell - Chief Information Technology Officer

Jordan Mouton
System Administrator

Andy Newman
Network Administrator

Bobby Watson
IT Technician

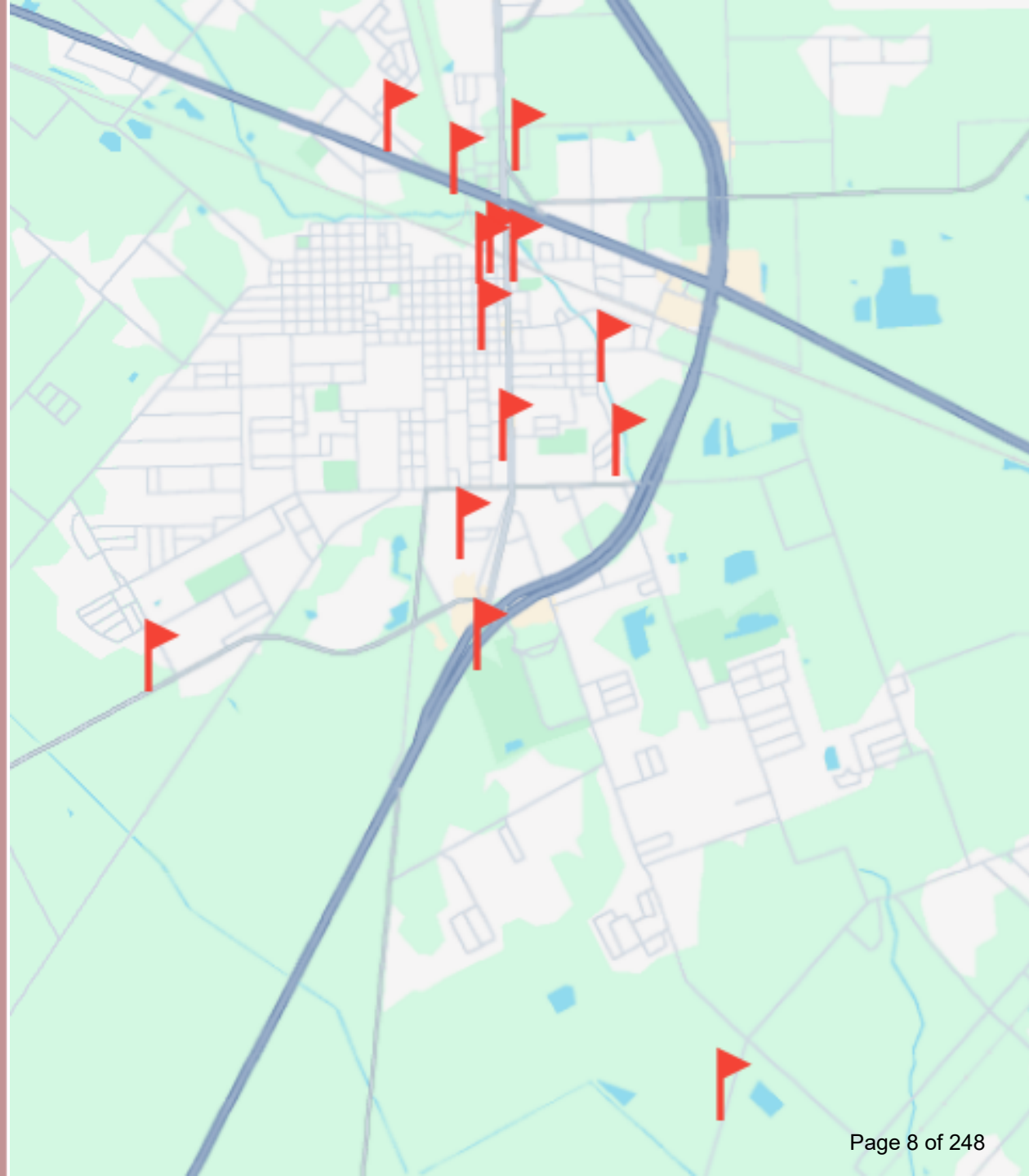
Darian Bell
IT Technician

IT DEPARTMENT STAFF

SCOPE OF WORK

We provide services to 14 facilities across the city.

1. City Hall
2. Police Department
3. Fire & EMS
4. PSF
5. Animal Shelter
6. Senior Center
7. Fire Station #2
8. Fire Station #3
9. Recreation Center
10. Old Rec Center
11. PSF 2
12. Wastewater Treatment
13. Bob S. Owen
14. Library



CITY OF ALVIN EST. TEXAS 1879

SCOPE OF WORK

- 303 Licensed Accounts
- 31 Servers
- 32 MCTs
- 50 Laptops
- 158 Desktops
- 91 Access Controlled Doors
- 172 Security Cameras
- 212 Cell Phones
- 207 Desk Phones
- 55 Reported Tickets Per Week (On Average)

CITY OF ALVIN TEXAS EST. 1879

WHAT DO WE DO?

- We provide and update all PCs, Laptops, MCTs, Desk Phones, Cell Phones, and any other device of that nature to staff members who need them.

- We manage servers necessary for storage, desktop logins, security, and many other city services.

CITY OF ALVIN TEXAS EST. 1879

WHAT DO WE DO?

- We're fighting daily to keep the city's digital environment safe.
- We also train all city staff monthly on phishing attempts.
- We constantly watch for ever-changing threats on our horizons.

CITY OF ALVIN TEXAS EST. 1879

Failure	73.208.81.125	Mishawaka, Indiana, US
Failure	98.215.49.157	Normal, Illinois, US
Failure	67.167.154.147	Jackson, Michigan, US
Failure	216.126.65.118	Norwood, Ontario, CA
Failure	96.85.104.2	Detroit, Michigan, US
Failure	73.145.107.251	Detroit, Michigan, US
Failure	138.207.254.114	Tyrone, Pennsylvania, US
Failure	73.130.66.253	Hanover, Pennsylvania, US
Failure	89.23.210.188	Klimovsk, Moskovskaya Oblast', RU
Failure	196.47.172.253	Abidjan, Abidjan, CI
Failure	151.3.178.94	Milano, Milano, IT
Failure	71.235.225.181	Waterbury, Connecticut, US
Failure	73.0.235.30	Port Saint Lucie, Florida, US
Failure	73.0.191.33	West Palm Beach, Florida, US
Failure	69.121.199.203	Stamford, Connecticut, US
Failure	75.97.190.237	Stroudsburg, Pennsylvania, US
Failure	103.177.204.4	Thane, Maharashtra, IN
Failure	73.209.74.111	Waukegan, Illinois, US
Failure	73.196.144.25	Ventnor City, New Jersey, US
Failure	75.97.190.237	Stroudsburg, Pennsylvania, US

WHAT DO WE DO?

- “If we can do it ourselves, we’re going to do it…”
  - Cable Runs
  - Camera Installations
  - Audio/Video
  - PC Builds

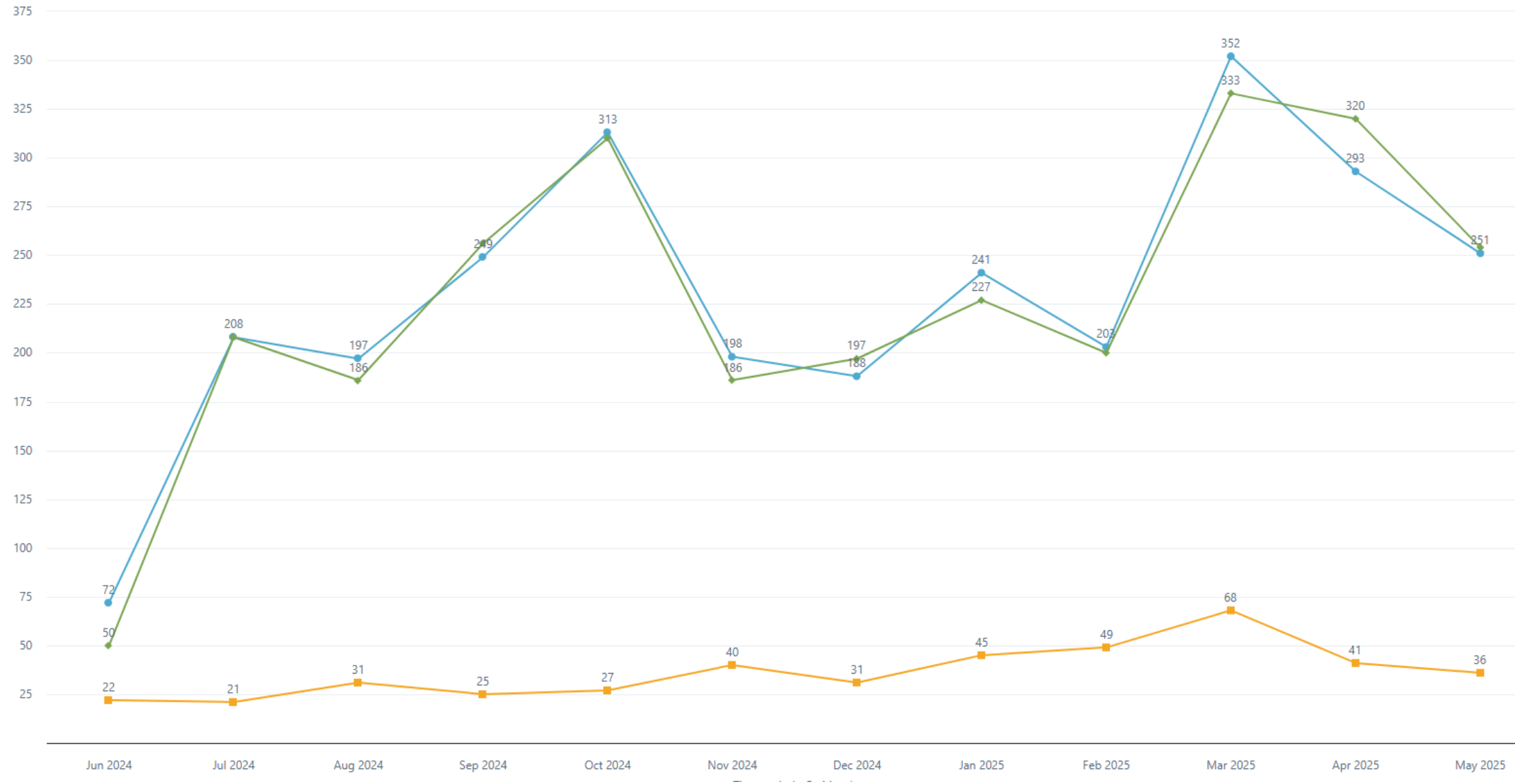
CITY OF ALVIN TEXAS EST. 1879

TICKETING

CITY OF ALVIN TEXAS EST. 1879

Tickets Received vs Resolved vs Unresolved

Group By : By Month



TICKETING

05/2023 to 05/2024

~1,500 Reported Tickets

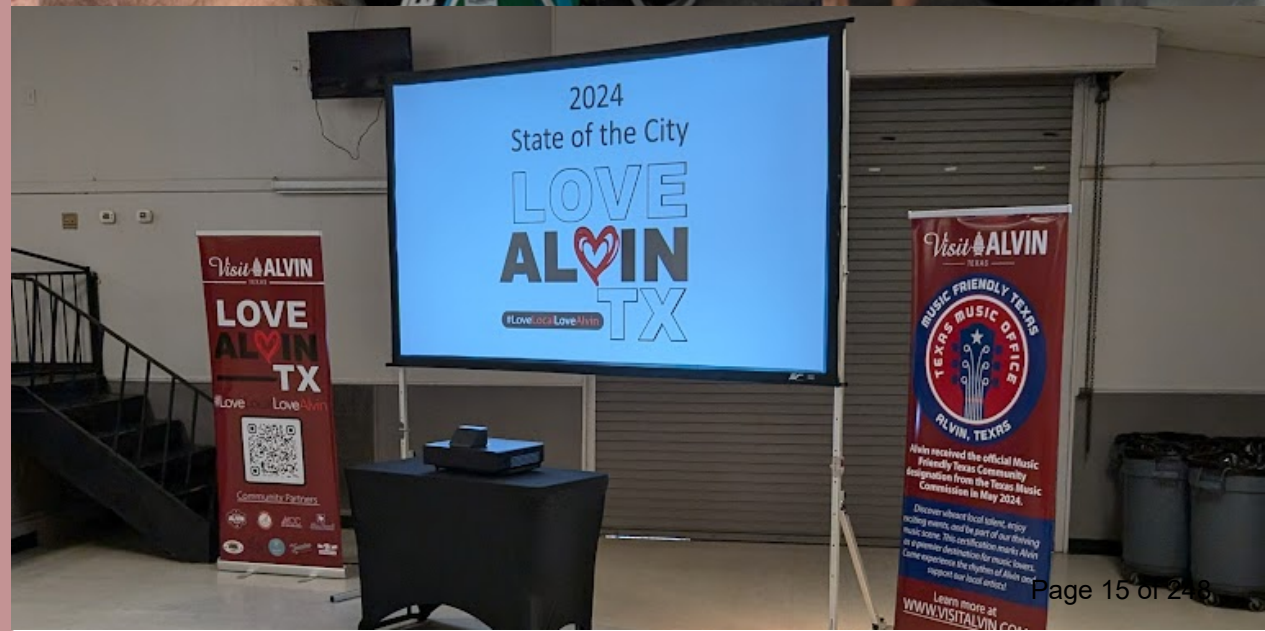
05/2024 to 05/2025

2,866 Reported Tickets

CITY OF ALVIN EST. TEXAS 1879

RECENTLY COMPLETED PROJECTS

- EOC Revamp
- Mobile Device Manager Adoption
- Complete Firewall Replacement
- VPN Modernization
- Wi-Fi Network Overhaul
- Recreation Security and Network Project
- The City’s Mobile Audio and Video System
- 1st IT Internship Program
- Motorola PremierOne Rollout Alongside APD Management
- Canon Contract Consolidation and Printer Refresh
- Security Camera Upgrade at Bob S. Owen Pool
- Server Room Power Overhaul at APD
- Fiber Ring Network Design and RFP Process



CITY OF ALVIN EST. TEXAS 1879

- MCT Replacements in Conjunction with PD Staff
- City-Wide Fiber Ring
- Layer-3 Switches at All City Facilities
- Virtual Server Infrastructure Refresh
- MFA for all City Staff
- IDEMIA/AFIS System for Court
- Expansion to Our Internship Program
- Complete Overhaul of City-Wide File Storage
- Active Directory Domain Consolidation
- Development of SOPs and Policies to Comply With NIST Standards.
- Modernization of Our Security Cameras and Access Controls.
- Consolidation of all City-Owned Domain Names and Services

CITY OF ALVIN EST. TEXAS 1879

UPCOMING IT PROJECTS

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Public hearing to receive comment regarding an ordinance establishing Standards of Care for youth recreation programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13).

Type of Item: Public Hearing

Summary: In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately 5 days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts and physical activity, as well as lunch and snacks provided. Location will vary based on availability of space, until a more permanent location is available.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility.

Before an Ordinance is adopted, a public hearing is required. Notice of said public hearing was published in the Alvin Sun on May 25, 2025, and has been posted on the City's website. City Council will consider the adoption of Ordinance 25-M under Consent during this meeting - (Item 6B).

Funding Expected: Revenue _ Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A _

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required **Date Completed:** 5/22/2025 SLH

Finance Review Required: N/A __ Required __ **Date Completed:** _____

Supporting documents attached:

1. Notice of Public Hearing Standards of Youth Care

Recommendation: Public hearing only. Please note that during a public hearing, comments are received for the record only. In accordance with procedure, City Council and

staff will not respond to or engage in dialogue during this time

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

[PUBLISH ON May 25, 2025]

NOTICE OF PUBLIC HEARING

The City Council of the City of Alvin, Texas , will hold a public hearing in the Council Chambers at the Alvin City Hall at 216 West Sealy, Alvin, Texas, on Thursday, June 5, 2025, at 7:00 p.m. The purpose of the public hearing will be to receive public comments on the proposed Ordinance for the Standards of Care for the Youth Programs, which will provide basic childcare regulations for day camp activities operated by the City of Alvin Parks and Recreation Department, in accordance with Section 42.041(b)(14) of the Human Resources Code.

(s) Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, MAY 15, 2025
7:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Glenn Starkey (Ashley Davis), Joel Castro (Scott Salter), Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

David Bowman with St John the Baptist Catholic Church/APD Chaplain gave the invocation. Council member Starkey led the Pledge of Allegiance to the American Flag. Council member Castro led the Pledge to the Texas Flag.

PENDING BUSINESS OF THE CURRENT CITY COUNCIL

Consider Resolution 25-R-12, declaring the results of the General Election held on May 3, 2025, for the purpose of electing a member to City Council District A, District D, and At Large Position 2; and providing for other matters related thereto.

The official canvassing for this election is scheduled for Wednesday, May 14, 2025, at 5:31 p.m., which is the statutory last day to canvass the election. A meeting notice was posted for said canvassing. Chapter 67 of the Texas Election Code provides that a full quorum of the governing body is not required for the canvassing of an election and can be completed with only two (2) members of the governing body in attendance. At the canvassing, the election returns will be read aloud by the City Secretary and an affidavit signed by those in attendance declaring the official results.

Resolution 25-R-12 formally declares the results of the May 3, 2025, General Election in resolution and minute format, where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at the May 15, 2025, City Council meeting, as this will be done at the official canvassing on Wednesday, declaring the votes received for City Council District A, District D, and At Large Position 2. Staff recommends the approval of Resolution 25-R-12.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Castro moved to approve Resolution 25-R-12, declaring the results of the General Election held on May 3, 2025, for the purpose of electing a member to City Council District A, District D, and At Large Position 2; and providing for other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Resolution 25-R-06 of the City Council of the City of Alvin, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Section 21.003 of the Texas Local Government Code; and setting forth other provisions related thereto.

The proposed resolution authorizes members of the Alvin City Council to serve as volunteers for organizations that protect the health, safety, or welfare of the municipality, in accordance with Texas Local Government Code Section 21.003. While this Resolution permits council members to engage in such volunteer service, they may be required to recuse themselves from discussions or votes on matters related to the organization with which they volunteer, in accordance with applicable ethical and legal considerations.

Section 21.003 of the Texas Local Government Code provides:

> *"MEMBERS OF MUNICIPAL GOVERNING BODIES MAY VOLUNTEER. A member of the governing body of a municipality may serve as a volunteer for an organization that protects the health, safety, or welfare of the municipality, regardless of whether the organization is funded or supported in whole or part by the municipality if the governing body adopts a resolution allowing members of the governing body to perform service of that nature."*

This item was previously presented to City Council on March 6, 2025, at which time no action was taken. City Council requested that the item be brought back for future consideration following the May 3rd election. Staff recommends approval of Resolution 25-R-06.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Resolution 25-R-06, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Section 21.003 of the Texas Local Government Code; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

OATH OF OFFICE

Administer Oath of Office to Martin Vela, City Council District A, by Mo Ghuneim, Alvin Municipal Court Judge.

Judge Mo Ghuneim administered the official Oath of Office to City of Alvin District A Council member, Martin Vela. Council member Vela was accompanied by members of his family.

Administer Oath of Office to Ashley Davis, City Council District D, by Mo Ghuneim, Alvin Municipal Court Judge.

Judge Mo Ghuneim administered the official Oath of Office to City of Alvin District D Council member, Ashley Davis. Council member Davis was accompanied by members of her family.

Administer Oath of Office to Scott Salter, City Council At Large Position 2, by Mo Ghuneim, Alvin Municipal Court Judge.

Judge Mo Ghuneim administered the official Oath of Office to City of Alvin At Large Position 2 Council member, Scott Salter. Council member Salter was accompanied by members of his family.

RECOGNITION OF OUTGOING CITY COUNCIL MEMBERS

Consider Resolution 25-R-13, honoring Glenn Starkey for his service as City Council member District D, City of Alvin, Texas.

This Resolution is in recognition of City Council member Starkey who has served in District D from May 2016 to May 2025. This Resolution will be presented to Council member Starkey during the May 15th meeting.

Mayor Adame formally presented this Resolution to City Council member Starkey and thanked him for his years of service to the City of Alvin.

Council member DeKeyzer moved to approve Resolution 25-R-13, honoring Glenn Starkey for his service as City Council member District D, City of Alvin, Texas. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Resolution 25-R-14, honoring Joel Castro for his service as City Council member At Large Position 2, City of Alvin, Texas.

This Resolution is in recognition of City Council member Castro, who has served in the At Large Position 2 from May 2018 to May 2025. This framed Resolution will be presented to Council member Castro during the May15th meeting.

Mayor Adame formally presented this Resolution to City Council member Castro and thanked him for his years of service to the City of Alvin.

Council member Moore moved to approve Resolution 25-R-14, honoring Joel Castro for his service as City Council member At Large Position 2, City of Alvin, Texas. Seconded by Council member Garivey; motion carried with all members present voting Aye.

PRESENTATIONS

Proclamation – Emergency Medical Services Week – May 18-24, 2025

Mayor Adame proclaimed May 18-24, 2025, as Emergency Medical Services Week and formally issued the proclamation to members of City of Alvin Emergency Medical Services staff in attendance.

Proclamation – Public Works Week – May 18-24, 2025

Mayor Adame proclaimed May 18-24, 2025, as Public Works Week and formally issued the proclamation to members of City of Alvin Public Services staff in attendance.

PUBLIC COMMENT

John Burkey presented comments regarding the upcoming Veterans event at the Senior Center.

CONSENT AGENDA

Consider approval of the May 1, 2025, City Council meeting minutes.

Consider awarding bid (B-25-07) to Stronghold Vegetation Management for the Bypass 35 Mowing Services for a period of one (1) year, with an option to extend for two (2) successive one-year terms; and authorize the City Manager to sign the Agreement upon legal review.

The bid for the Bypass 35 Mowing Services includes 139.5 acres of the median, eastside right-of-way, and westside right-of-way from the Recreation Center/Kroger's on the south end of town to Fox Meadows entrance on the north end. These services include collecting trash and debris prior to mowing, mowing to a uniform height of 4–6 inches, weed-eating, or trimming around objects that can't be mowed around, such as signs, utility poles, guidewires, drainage structures, ditches, etc., on a monthly basis or a 30-day cycle. The contractor shall be responsible for obtaining any permits necessary and provide traffic control when necessary, such as posting the appropriate caution signs. On April 22, 2025, bids were opened for the Bypass 35 Mowing Services. There were a total of 3 bids – Morton Brother's Inc., Stronghold Vegetation Management, and Yellowstone Landscape. The lowest bidder is Stronghold Vegetation Management. They have held the contract for the last 3 years, have provided excellent services, and currently hold mowing contracts with the City of Pearland, the TxDOT Brazoria County Office, and the TxDOT Fort Bend County Office. Stronghold's bid is $2,880 lower than their previous bid in 2022 of $97,680. Staff recommends awarding the bid to Stronghold Vegetation Management. ***This is separate and unrelated to the Parks and Recreation mowing contract services.***

Call a public hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary children ages five (5) through thirteen (13), for Thursday, June 5, 2025, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts, physical activity, as well as the inclusion of lunch and snacks.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility.

Before the adoption of this ordinance, a public hearing must be held before the governing body. The notice of said public hearing will be published in the Alvin Sun on May 25, 2025, and posted on the City's website. At the June 5th meeting, City Council will conduct the public hearing and consider the annual adoption of said ordinance. A copy of the draft ordinance for consideration on June 5, 2025 is included in your packet.

Consider Resolution 25-R-15, authorizing and approving the renewed membership in the Gulf Coast Coalition of Cities ("GCCC") for the purpose of protecting the interest of the City and its citizens with respect to electric and gas utility matters; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to legal counsel.

Consider Resolution 25-R-15, of the CIty of Alvin, Texas, The City of Alvin has been a member of the Gulf Coast Coalition of Cities since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities. When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

At its annual meeting in April 2025, the Coalition approved the budget and a membership fee for 2025-226. The 2025-2026 assessment for existing members is $0.08 per capita as contained in the TML Online Directory. With the current population of 28,633, the City of Alvin's shared cost will be $2,290.64. In 2024, the City's population was 28,205, the assessment was $0.06 per capita per member, and the City's shared cost was $1,692.30. Staff recommends approval of Resolution 25-R-15.

Consider Resolution 25-R-16, designating authorized signatories for the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) Program, Contract No. 24-065-151-F010, related to the Durant Street Drainage and M-1 Crossing Improvements Project.

The Texas General Land Office (GLO) requires that authorized signatories be designated by resolution for all contracts under the Community Development Block Grant – Mitigation (CDBG-MIT) Program. Resolution 25-R-16 formally designates the Mayor and City Manager as authorized representatives to execute contract documents and undertake necessary actions on behalf of the City of Alvin related to State Contract No. 24-065-151-F010. The Resolution also authorizes the Mayor, City Manager, and Assistant City Manager to approve and sign payment requests associated with this grant. The City of Alvin has been awarded $6,000,500 in CDBG-MIT funds to support the Durant Street Drainage and M-1 Crossing Improvements Project, which will mitigate flood risks and enhance stormwater drainage infrastructure in the project area.

Consider Resolution 25-R-17 adopting required civil rights policies and procedures in connection with the Community Development Block Grant - Mitigation (CDBG-MIT), Program, State Contract No. 24-065-151-F010; and providing for other related matters thereto.

As a requirement of participation in the Community Development Block Grant – Mitigation (CDBG-MIT) Program administered by the Texas General Land Office (GLO), the City of Alvin must formally adopt certain Civil Rights policies to remain in compliance with federal and state regulations. Resolution 25-R-17 adopts the following policies and procedures: Citizen Participation Plan and Grievance Procedures, Section 3 Policy, Excessive Force Policy, Limited English Proficiency (LEP) Standards Plan, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, and Fair Housing Policy. These policies support the administration of the City's $6,000,500 CDBG-MIT award for the Durant Street Drainage and M-1 Crossing Improvements Project. Staff recommends approval of Resolution 25-R-17

Council member Vela moved to approve the consent agenda as presented. Seconded by Council member Moore; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance No. 25-L, amending Chapter 13, Itinerant Merchants and Vendors, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 13-5, Application for registration certificate and ID card; and amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 28-2, In general, Itinerant Merchants and Vendors/Other Merchants, increasing the cost of registration fees, identification cards, and replacement identification cards; providing for severability; providing for a penalty; providing for publication; providing an effective date; and setting forth other matters related thereto.

A comparison of City of Alvin Itinerant Vendor fees to surrounding cities shows that our fee structure for solicitors is well out of line with other cities' current fees for permits and ID cards. Currently, our fee is $5 for the permit and $5 for each ID card. In comparison:

- *League City - the permit is $100 for local and $200 for non-local and $50 per ID card*
- *Pearland - the permit is $75 and $5 per ID card*
- *Angleton - the permit is $100 and $15 per ID card*
- *Rosenberg - the permit is $50 per solicitor*

- *La Porte - the permit is $75 and $2 per ID card*

Staff recommend that Chapter 28 of the City of Alvin Code of Ordinances, ITINERANT MERCHANTS AND VENDORS/OTHER MERCHANTS, be amended to reflect a $75 Registration certificate (permit) fee, a $15 certificate replacement fee, a $15 fee per ID card issued and $15 for each replacement ID card. Staff also recommends deletion of (4) Permit for the Conduct of Outdoor Sales from this section, as the permit is included in the registration fee.

Staff also recommend changing the City of Alvin Code of Ordinances, Chapter 13 - Itinerant Merchants and Vendors, section 13-5 - Application for registration certificate and ID card, (c) by deleting "replacement of registration certificate and a permit for the conducting of outdoor sales". The term "permit for conducting outdoor sales" appears to be a leftover from previous versions of the Ordinance as the only fee charged for a permit is the registration fee.

Robert E. Lee, Police Chief, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance No. 25-L, amending Chapter 13, Itinerant Merchants and Vendors, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 13-5, Application for registration certificate and ID card; and amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 28-2, In general, Itinerant Merchants and Vendors/Other Merchants, increasing the cost of registration fees, identification cards, and replacement identification cards; providing for severability; providing for a penalty; providing for publication; providing an effective date; and setting forth other matters related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Discuss and consider a request from Schneider Investment Group, Inc. to waive the requirements in Section IV – Street Paving Design of the City Alvin Design Criteria Manual, specifically, Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new *Crossroads on the Bypass Shopping Center*, located 1741 Bypass 35 North.

Schneider Investment Group, Inc. (SIG) is constructing a new shopping center along Bypass 35 North and has requested a waiver from the City of Alvin's sidewalk installation requirements as outlined in Section IV - Street Paving Design of the City of Alvin Design Criteria Manual. The current requirement mandates that sidewalks be installed along all street frontages within the City. The future Grand Parkway (SH99) toll road will change the functional character of the City's current corridor, creating a feeder route for the tollway, and making the installation of a pedestrian sidewalk along this section unsafe. As a result, SIG is requesting a variance from the Design Criteria Manual.

Design Criteria Manual:
H. Requirements for Curbs and Sidewalks

1. *Standard height is 6 inches or 4 inch by 12 inch wide for curb located along outside edges of residential streets. Curb height for streets other than residential shall be 6 inches. The curb height for all esplanades shall be 6 inches.*
2. *Sidewalk wheelchair ramps shall be required at all intersections and driveways. Ramps shall not direct pedestrians toward the center of an intersection.*
3. *Sidewalks shall be provided for all developments. Concrete sidewalks (4 feet wide, 4 inches thick with steel reinforcement) shall be required along all street frontage.*

Junru Roland, City Manager, presented this item before City Council with explanation. Discussion was had.

Council member Moore moved to approve a request from Schneider Investment Group, Inc. to waive the requirements in Section IV – Street Paving Design of the City Alvin Design Criteria Manual, specifically, Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new *Crossroads on the Bypass Shopping Center*, located 1741 Bypass 35 North. Seconded by Council member Garivey; motion failed with Council members Garivey and Moore voting Aye and all other members present voting No.

Consider the Mayor's appointment of Mayor pro-tem.

Per Article II, Section 8 of the City's Code of Ordinances, the first regular meeting following the election of members of Council, the Mayor shall appoint one of its members as Mayor Pro Tem, subject to approval by the Council. The Mayor Pro Tem shall serve for one year and shall act as Mayor during the absence or disability of the Mayor, and shall have power to perform every act the Mayor could perform if present.

History of Mayor Pro-tem appointments:

City Council Position	*Council member*	*Year Elected*	*Term Expires*	*Served as Mayor Pro-tem*
At Large 1	*Keko Moore*	*2021, 2024*	*2027*	*Current*
At Large 2	*Scott Salter*	*2025*	*2028*	*No*
District A	*Martin Vela*	*2019, 2022, 2025*	*2025*	*Yes*
District B	*Chris Vaughn*	*2021, 2024*	*2027*	*Yes*
District C	*Richard Garivey*	*2021, 2024*	*2027*	*No*
District D	*Ashley Davis*	*2025*	*2028*	*No*
District E	*Meagan DeKeyzer*	*2023*	*2026*	*No*

Mayor Adame stated that he would like Council member DeKeyzer to serve as Mayor Pro-tem.

Council member Garivey moved to approve the Mayor's appointment of City Council member DeKeyzer to serve as Mayor Pro-tem. Seconded by Council member Vaughn; motion carried with all members present voting Aye and Council member DeKeyzer abstaining.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.
No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.
Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.
Mayor Adame welcomed Council members Ashley Davis and Scott Salter to City Council.

Council members Vela, Vaughn, and Moore also all extended congratulations to new Council members Davis and Salter.

Council member Salter mentioned the Fire Department's annual Smokeater 5K coming up on June 28.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:51 p.m.

PASSED and APPROVED the 5th of June 2025.

ATTEST:

_____
Gabe Adame, Mayor

_____
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 25-M, establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

Type of Item: Ordinance

Summary: This is an annual review and adoption of an ordinance for Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department. Ordinance 20-K was the original ordinance adopted by City Council on April 16, 2020, and since then, has been superseded by Ordinance 22-HH, Ordinance 23-I and Ordinance 24-P.

In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor-led learning, crafts and physical activity, as well as lunch and snacks provided. The primary location is the Alvin Recreation Center, located at 3201 TX-35.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041(14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notifying parents that the program is not licensed by the state and cannot be advertised as a child-care facility. Ordinance 25-M will formally replace Ordinance 24-P, meeting the state requirements.

City Council called the public hearing at their last regular meeting held on May 15, 2025, for June 5, 2025, at 7:00 p.m. The public hearing notice for this Ordinance was published in the Alvin Sun and has been posted on the City's website as required by law. Staff recommends adoption of Ordinance 25-M.

Funding Expected: Revenue _ Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 5/22/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Ord 25-M; Standards of Youth Care
2. Exhibit A; Ord 25-M Standards of Care

Recommendation: Move to approve Ordinance 25-M, establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: _

Reviewed by City Manager, if applicable: X

ORDINANCE 25-M

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ESTABLISHING STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS CONDUCTED BY THE CITY OF ALVIN PARKS AND RECREATION DEPARTMENT FOR ELEMENTARY AGE CHILDREN AGES FIVE (5) THROUGH THIRTEEN (13); PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the "City"), is a home rule municipal corporation pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

WHEREAS, Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041(14) stating "an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;" and

WHEREAS, the City Council held a public hearing on June 5, 2025, regarding the Standards of Care for its Youth Recreation Programs for elementary age children (ages 5 through 13) before passing and approving this Ordinance 25-M adopting such Standards of Care;

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

Section 1. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The standards of care set forth in Exhibit A attached hereto and made a part of this Ordinance for all purposes (the "Standards of Care") are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation programs operated by the City of Alvin, Texas (collectively "Programs" and each a "Program"), including without limitation, any summer camp program.

Section 3. All Programs are to be operated by the City of Alvin's Park and Recreation Department ("Department"). The Director of the Department, or the Director's designee, (individually or collectively, the "Director"), shall administer the Programs in accordance with the Standards of Care. The Director may adopt rules in writing relating to the operations of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated

in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

Section 4. The Director shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive that the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director's designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

Section 5. The Program shall not be advertised as a child-care facility.

Section 6. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program's exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

Section 7. This Ordinance shall be cumulative of all other ordinances of the City of Alvin, Texas, and shall not repeal any of the provisions of these ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 8. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section. 9. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 10. This Ordinance shall take effect upon its passage and approval.

PASSED on the first and final reading on the 5th day of June 2025.

CITY OF ALVIN, TEXAS **ATTEST:**

By: _____ By: _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

EXHIBIT A
TO ORDINANCE 25-M

STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS ELEMENTARY AGE (5-13)

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the City of Alvin Parks and Recreation Department, including without limitation, any summer camp program and any spring break program. The Programs are recreational in nature and not designated as childcare programs nor licensed by the State of Texas.

GENERAL ADMINISTRATION

1. **Organization.**

A. The governing body of the Youth Recreation Programs is the City Council of the City of Alvin, Texas.

B. Implementation of the Youth Recreation Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.

C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program.

D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.

E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.

F. Criminal background checks will be conducted on prospective camp program staff. The following convictions, including deferred adjudication and pretrial diversions, regardless of when the conviction occurred, will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:

(1) Any drug distribution activity, including misdemeanor or felony;
(2) Sexual Assault;
(3) Aggravated Assault;
(4) Child Abuse or Molestation;
(5) Murder;
(6) Kidnapping; and

(7) Any other felony or crime involving moral turpitude, which involves acts of physical violence.

G. The following convictions within ten (10) years from the date of application for employment will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:

(1) Any drug possession, including misdemeanor or felony;
(2) Assault; or
(3) Any other felony or crime involving moral turpitude which does not involve acts of physical violence.

2. **Definitions**. For purposes of these Standards of Care, the following words shall have the respective meaning ascribed to them:

"Camp Program Staff" means a person responsible for the direct care or supervision of participants, including volunteers and contractors. The term excludes a person whose primary duties include administration, clerical support, or facility maintenance.

"City" means the City of Alvin, Texas.

"Department" means the City of Alvin Parks and Recreation Department.

"Director" means the director of the Parks and Recreation Department.

"Designee" means a person appointed by the director to act on the director's behalf.

"Facility" means a building or improvement operated or used by the department in conducting a recreational program.

"Parent" means legal guardian of a participant.

"Participant" means a child age 5 to 13 years old that is enrolled in a recreational program and is under the supervision of department staff.

"Recreational Program or Program" means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.

"Staff" means a person who is employed by the department to work in a recreational program.

OPERATIONS

A. Camp Staff-Participant Ratios.

(1) Camp programs shall have no greater than a 15/1 ratio of participant to camp program staff for children 5-9 years of age.

(2) Camp programs shall have no greater than a 17/1 ratio of participants to camp program staff for children 10-13 years of age.

(3) Each participant should have a program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

B. Minimum Camp Program Staff Qualifications.

(1) Camp program staff must be at least sixteen (16) years of age.

(2) At least fifty percent (50%) of camp program staff must possess certification from a nationally recognized body in:

(a) First Aid; and
(b) Community CPR or equivalent.

(3) Camp program staff must complete a camp program staff orientation including but not limited to:

(a) An overview of the City of Alvin's Standards of Care;
(b) Policies including discipline, guidance, and the release of participants;
(c) An overview of symptoms of child abuse, neglect, and sexual abuse and the responsibility of reporting these;
(d) The procedures to follow in handling emergencies, including but are not limited to fire, explosion, tornado, toxic fumes, volatile persons, and severe injury or illness of a child or adult; and
(e) The use and locations of fire extinguishers and first aid equipment.

C. Minimum Building Standards.

(1) The facility and equipment used shall not present any known fire, health, or safety hazards and shall be kept free of accumulations of objectionable debris.

(2) The facility shall be subject to an annual safety inspection.

(3) The facility shall reasonably be kept free of insects, rodents, and stray animals.

(4) Facility buildings shall maintain clearly marked emergency exits.

(5) A disaster and evacuation procedure shall be posted at the facility.

(6) First-aid kits and infection control kits shall be available at the facility and taken to other locations at which the participants are engaged in program activities.

(7) First-aid guidelines shall be on file and available at the facility.

(8) The facility shall have a sufficient number of restrooms maintained in good repair and equipped for independent use by children and designed to permit staff supervision as needed.

D. Minimum Health and Safety Standards.

(1) A participant who is ill or injured shall be supervised until the participant is released to a parent or other authorized person.

(2) A participant whose illness or medical condition requires a degree of supervision by staff that would compromise the health or safety of the other participants shall be kept separate from the other participants until the participant is removed from the facility.

(3) A participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk may not be admitted or readmitted to the facility for the duration of the illness or condition.

(4) A staff member may not administer medication to a participant without a written parental medication authorization. Staff may not knowingly administer medication that is not in its original container or that is past the expiration date on the container.

(5) A staff member may not administer an amount of medication that is inconsistent with the prescribed dosage and parental direction. A staff member shall return the unused medication to the parent on the last program day.

(6) Medication should be kept in a secured location that is not accessible by participants.

(7) A staff member shall maintain a medication and first aid log.

E. Mechanisms for Monitoring and Enforcing Standards.

The director or designee shall monitor the camp programs for performance. Compliance with these standards will be a factor in rating the performance of the youth program.

F. Standards of Care Review.

Standards of Care will be reviewed annually and brought to the City Council for the City of Alvin, Texas, no later than April 1 for approval after a public hearing is held to pass an ordinance regarding Section 42.041(b)(14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor, or staff may register a complaint by contacting the Alvin Parks and Recreation Department – Recreation Superintendent at 281-388-4327.

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Administration - Asst. City Manager

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider a contract with GrantWorks, Inc. for grant administration services related to the Texas General Land Office – Community Development and Revitalization (GLO-CDR) Grant No. 24-065-151-F010, in connection with flood and drainage improvements along Durant Street and the M-1 Crossing, and authorize the Mayor to execute all necessary documents.

Type of Item: Contract/Agreement

Summary: On October 20, 2022, City Council adopted Resolution 22-R-26, selecting GrantWorks, Inc. as the professional service provider for administrative services related to the Texas Community Development Block Grant – Mitigation (CDBG-MIT) Regional Mitigation Program, funded and administered through the Texas General Land Office (GLO).

At that time, the City issued a Request for Proposals (RFP) to secure a qualified provider to assist with the application process and, if awarded, to administer the grant. Per the terms of the RFP, the selected firm would enter into a formal contract for services upon grant approval.

The City has since been awarded $6,000,500 in CDBG-MIT funding for the Durant Street and M-1 Crossing Flood and Drainage Improvement Project. In accordance with the RFP and selection process, staff recommends approval of a contract with GrantWorks, Inc. for grant administration services at a cost of 5.4% of the total award, or $324,027. As outlined in the original grant proposal, the cost of services will be covered by the awarded grant funds, with allocations designated as follows:

Grant Administration	$314,027.00
Environmental	$10,000.00
Engineering	$737,191.10
Construction	$4,939,281.90

GrantWorks will conduct the required environmental assessment and provide oversight of the extensive documentation and reporting necessary to meet federal and state compliance standards. These services involve complex regulatory processes that require specialized expertise and familiarity with GLO and HUD requirements. Partnering with GrantWorks ensures the City remains compliant and efficient in managing this important infrastructure project.

Staff recommends approval.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 5/22/2025 SLH

Finance Review Required: N/A __ Required X **Date Completed:** CT 06/02/25

Supporting documents attached:

1. Grant Works Agreement
2. Res 22-R-26; RFP MIT-MOD Admin Prof; 2022

Recommendation: Move to approve a contract with GrantWorks, Inc. for grant administration services related to the Texas General Land Office – Community Development and Revitalization (GLO-CDR) Grant No. 24-065-151-F010, in connection with flood and drainage improvements along Durant Street and the M-1 Crossing, and authorize the Mayor to execute all necessary documents.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Attorney, if applicable:X

Reviewed by City Manager, if applicable: X

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT MADE ON THE 5TH DAY OF MAY, 2025 BY AND BETWEEN THE CITY OF ALVIN, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-MIT") funds Contract Number 24-065-151-F010, administered by the Texas General Land Office ("GLO") for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Three Hundred Twenty-Four Thousand Twenty-Seven Dollars and No Cents, ($324,027.00) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administration

#	Milestone Description	Budget %	Amount
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	15%	$47,104.05
2	Environmental Notice to Proceed	15%	$47,104.05
3.1	Environmental Site Photos and Field Log	5%	$15,701.35
3.2	Environmental Agency Letters Sent	5%	$15,701.35
3.3	Finding of No Significant Impact (FONSI) Posted	5%	$15,701.35
3.4	Environmental Review Record complete - Authority to Use Grant Funds issued	5%	$15,701.35
4	Bid Advertised	10%	$31,402.70
5	Construction Notice to Proceed	25%	$78,506.75
6	25% Construction Complete	2.5%	$7,850.68
7	75% Construction Complete	2.5%	$7,850.68
8	Construction Complete, Final Wage Compliance Report issued	5%	$15,701.35
9	Closeout Packet submitted and approved	5%	$15,701.35

#	Milestone Description	Budget %	Amount
	Totals		**$314,027.00**

Environmental

#	Milestone Description	Budget %	Amount
1E	Commencement of Environmental Phase	30%	$3,000.00
2E	Environmental Review Record Complete – Authority to Use Grant Funds issued	70%	$7,000.00
	Totals		**$10,000.00**

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

IV. ADDITIONAL SERVICES

A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars ($95.00).
   1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
   2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
   3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
   4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
   5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
   6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over $25,000; 5) default of any construction contractor, consulting engineer and/or architect.

B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.

F. Local Program Liaison. For purposes of this Contract, the «Official_Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract

record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY:

Bruce J. Spitzengel
President

City of Alvin
216 West Sealy
Alvin, Texas 77511

BY: _____
Gabe Adame
Mayor

ATTEST:

BY: _____
Dixie Roberts
City Secretary

GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS

1. PERSONNEL. The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. RECORD RETENTION. In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

4. ACCESS TO RECORDS. In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.

6. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION. Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE. In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST

A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

B. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.

C. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. GENERAL TERMS REGARDING THIRD-PARTY SERVICES

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and

Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.

   i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

   i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm

on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP. Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-MIT award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

20. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED .....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS .....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Disaster Recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineer, if applicable, to provide the concise information needed for submission of complete Disaster Recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster funding. The selected administrative firm must follow all requirements of the Texas CDBG-MIT program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
ii. May assist in public hearings.
iii. Will work with GLO's system of record.
iv. Provide monthly project status updates.
v. Funding release will be based on deliverables identified in Section 3.
vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.
b. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
c. Ensure compliance with all relevant labor standards regulations.
d. Ensure compliance with procurement regulations and policies.
e. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
b. Assist subrecipient with the procurement of audit services.
c. Assist subrecipient in establishing and maintaining a bank account for program funds.
d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
e. Implementation and coordination of Section 504 requirements.
f. Program compliance.
g. Ensure that fraud prevention and abuse practices are in place and being implemented.
h. Prepare and submit all closeout documents.
i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
    - Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for

draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
ii. Assist subrecipient in establishing and maintaining financial processes.
iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
iv. Establish and maintain record keeping systems.
v. Assist subrecipient with resolving monitoring and audit findings.
vi. Serve as monitoring liaison.
vii. Assist subrecipient with resolving third party claims.
viii. Report suspected fraud to the GLO.
ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.
xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

i. Submit acquisition reports and related documents.
ii. Establish acquisition files (if necessary).
iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE

permits, etc.;

f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
h. Complete and submit the environmental review into GLO's system of record;
i. At least one site visit to project location and completion of a field observation report
j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
l. Process environmental review and clearance in accordance with NEPA;
m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
n. Prepare and submit Monthly Status Report; and
o. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

RESOLUTION 22-R-26

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR TEXAS CDBG-MIT REGIONAL MITIGATION PROGRAM'S METHOD OF DISTRIBUTION DEVELOPMENT (CDBG MIT-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the Texas General Land Office ("GLO") requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

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

Section 1. That Grantworks Inc. is selected to provide application and project-related administration services for CDBG MIT-MOD program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

Section 3. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Resolution was passed 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 of the Texas Government Code.

PASSED AND APPROVED on this 20th day of October 2022.

CITY OF ALVIN, TEXAS

By: _____
Paul A. Horn, Mayor

ATTEST

By: _____
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a Fourth Amendment to the Lease Agreement by and between the City of Alvin, Texas, a home rule municipality in the State of Texas ("Landlord"), as successor in interest to YMCA of the Greater Houston Area, and Memorial Hermann Health System, a Texas non-profit corporation ("Tenant"), for approximately 3,050 square feet of space within the Alvin Recreation Center with Memorial Hermann Hospital System for the purpose of providing Physical Therapy Rehabilitation Treatment and related patient care; and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: In 2007, Memorial Hermann began leasing approximately 3,050 square feet of space within the Thelma Ley Anderson YMCA from the YMCA of Greater Houston. They continued doing so until March 18, 2024, when the City of Alvin purchased the Thelma Ley Anderson YMCA building from the YMCA of Greater Houston. Upon completing this purchase, the City of Alvin assumed the existing lease agreement between the YMCA and Memorial Hermann Hospital System, which continued to provide physical therapy services and related patient medical care. The City of Alvin issued a change of ownership letter to Memorial Hermann Hospital System and subsequently began receiving monthly rent payments in the amount of $3,571.04, along with additional rent for common area maintenance for the leased space within the Alvin Recreation Center.

The current lease is set to expire June 30, 2025, and Memorial Hermann intends to continue providing services within the Alvin Recreation Center until moving to their new location at 210 N. Bypass 35 (former Office Depot building), which is expected sometime in 2025.

Staff recommends approval of the Fourth Amendment to the Lease Agreement with Memorial Hermann Hospital.

Funding Expected: Revenue X Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 5/22/2025 SLH

Finance Review Required: N/A __ Required X **Date Completed:** CT 06/02/25

Supporting documents attached:

1. Memorial Herman Lease; 2025; 4th Amendment
2. Memorial Herman Lease; 2024; 3rd Amendment
3. Memorial Herman Lease; 2024; Notice of Change of Ownership Ltr

4. Memorial Herman Lease; 2021; 2nd Amendment
5. Memorial Herman and YMCA lease; 2007

Recommendation: Move to approve the Fourth Amendment to the Lease Agreement by and between the City of Alvin, Texas, a home rule municipality in the State of Texas ("Landlord"), as successor in interest to YMCA of the Greater Houston Area, and Memorial Hermann Health System, a Texas non-profit corporation ("Tenant"), for approximately 3,050 square feet of space within the Alvin Recreation Center with Memorial Hermann Hospital System for the purpose of providing Physical Therapy Rehabilitation Treatment and related patient care; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: ___
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

CITY OF ALVIN, TEXAS

AND

MEMORIAL HERMANN HEALTH SYSTEM

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into effective as of June 30, 2025 (the "Effective Date"), by and between CITY OF ALVIN, TEXAS, a home rule municipality in the State of Texas ("City and/or Landlord"), as successor in interest to YMCA of the Greater Houston Area, and MEMORIAL HERMANN HEALTH SYSTEM, a Texas non-profit corporation ("Tenant").

RECITALS

WHEREAS, on or about January 4, 2024, the City purchased the Premises located at 3201 South Highway 35, Alvin, Texas 77511, and assumed an existing Lease Agreement (a Second Amendment to the original January 19, 2007 Lease Agreement), between the Tenant and the former owner of the Premises, for a Term expiring on June 30, 2024; and

WHEREAS, on or about June 30, 2024, the Landlord and Tenant entered into a Third Amendment to the Lease Agreement, extending the term for one (1) additional year, with the same terms and conditions, for a Term expiring on June 30, 2025; and

WHEREAS, Tenant desires to extend the Term of the Lease for one (1) additional year and Landlord is willing to agree to the same upon the terms and conditions contained in this Amendment; and

WHEREAS, Landlord and Tenant are executing this Amendment in order to modify certain terms of the Lease.

NOW, THEREFORE, for and in consideration of the promises and the agreements and the covenants contained herein, Landlord and Tenant agree that the Lease is amended and modified as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and constitute a part of this Amendment by this reference. All capitalized terms and phrases used in this Amendment, if not defined in this Amendment, shall have the same meaning as assigned to them in the Lease.

2. Term; Early Termination. Effective as of the Effective Date, the Term of the Lease is hereby extended through June 30, 2026 (the "Extended Term"), subject to earlier termination as hereafter provided. Tenant shall have the right to terminate the Lease upon not less than thirty (30) days' prior written notice to Landlord.

3. Base Rental. During the Extended Term, the Monthly Base Rent shall be equal to Three Thousand Five Hundred Seventy-One and 04/100ths Dollars ($3,571.04). During the Extended Term, Tenant shall also continue to pay Additional Rental in accordance with the terms of the Lease.

4. Miscellaneous. Except as expressly modified herein, the Lease remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. This Amendment may be executed via facsimile or by PDF and that facsimile or PDF shall be deemed an original for all purposes. If a provision of this Amendment conflicts with a provision of the Lease, this Amendment shall supersede and control.

(*Remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to be effective as of the Effective Date.

LANDLORD:

CITY OF ALVIN, TEXAS, a home rule municipality in the State of Texas

By: _____
Name: Gabe Adame
Its: Mayor
Date: _____

ATTEST

By: _____
Name: Dixie Roberts
Its: City Secretary

Approved as to Legal Form on behalf of Landlord:

_____
Suzanne Hanneman
City Attorney

TENANT:

MEMORIAL HERMANN HEALTH SYSTEM, a Texas non-profit corporation

By: _____
Name: Kirk Guilanshah
Its: Vice President, Real Estate
Date: _____

Recommended for Approval on behalf of Tenant:

_____
Timothy Couture
Vice President, Orthopedic Service Line

Recommended for Approval on behalf of Tenant:

_____
James Bretting
Associate Vice President, Real Estate

Approved as to Legal Form on behalf of Tenant:

_____
Ranbir Ahdan
AVP, Senior Associate General Counsel

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into effective as of June 30, 2024 (the "Effective Date"), by and between CITY OF ALVIN, TEXAS, a home rule municipality in the State of Texas ("Landlord"), as successor in interest to YMCA of the Greater Houston Area, and MEMORIAL HERMANN HEALTH SYSTEM, a Texas non-profit corporation ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated January 19, 2007, as amended (collectively, the "Lease"), whereby Landlord leases to Tenant the Premises located at 3201 South Highway 35, Alvin, Texas 77511, for the Term expiring on June 30, 2024; and

WHEREAS, Tenant desires to extend the Term of the Lease for one (1) additional year and Landlord is willing to agree to the same upon the terms and conditions contained in this Amendment; and

WHEREAS, Landlord and Tenant are executing this Amendment in order to modify certain terms of the Lease.

NOW, THEREFORE, for and in consideration of the promises and the agreements and the covenants contained herein, Landlord and Tenant agree that the Lease is amended and modified as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and constitute a part of this Amendment by this reference. All capitalized terms and phrases used in this Amendment, if not defined in this Amendment, shall have the same meaning as assigned to them in the Lease.

2. Term; Early Termination. Effective as of the Effective Date, the Term of the Lease is hereby extended through June 30, 2025 (the "Extended Term"), subject to earlier termination as hereafter provided. Tenant shall have the right to terminate the Lease upon not less than thirty (30) days' prior written notice to Landlord.

3. Base Rental. During the Extended Term, the Monthly Base Rent shall be equal to Three Thousand Five Hundred Seventy-One and 04/100ths Dollars ($3,571.04). During the Extended Term, Tenant shall also continue to pay Additional Rental in accordance with the terms of the Lease.

4. Miscellaneous. Except as expressly modified herein, the Lease remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. This Amendment may be executed via facsimile or by PDF and that facsimile or PDF shall be deemed an original for all purposes. If a provision of this Amendment conflicts with a provision of the Lease, this Amendment shall supersede and control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to be effective as of the Effective Date.

LANDLORD:

CITY OF ALVIN, TEXAS, a home rule municipality in the State of Texas

By: _____
Name: Gabe Adame
Its: Mayor
Date: _____

ATTEST

By: _____
Name: Dixie Roberts
Its: City Secretary

Approved as to Legal Form on behalf of Landlord:

_____
Suzanne Hanneman
City Attorney

TENANT:

MEMORIAL HERMANN HEALTH SYSTEM, a Texas non-profit corporation

By: _____
Name: Kirk Guilanshah
Its: Vice President, Real Estate
Date: _____

Recommended for Approval on behalf of Tenant:

_____
Timothy Couture
Vice President, Orthopedic Service Line

Recommended for Approval on behalf of Tenant:

_____
James Bretting
Associate Vice President, Real Estate

Approved as to Legal Form on behalf of Tenant:

_____
Ranbir Ahdan
AVP, Senior Associate General Counsel

JOHN R. JONES, P.C.

ATTORNEYS AT LAW

APQC BUILDING

123 NORTH POST OAK LANE, SUITE 400

HOUSTON, TEXAS 77024-7783

TELECOPIER:
(713) 750-0095

EMAIL:
JRJ@JOHNRJONESPC.COM

TELEPHONE:
(713) 750-0092

March 18, 2024

CHANGE OF OWNERSHIP

Memorial Hermann Hospital System
9401 Southwest Freeway, Suite 1120
Houston, Texas 77074
Attn: Marshall Hines

Via FedEx

Re: YMCA of the Greater Houston Area, doing business as the Thelma Lee Anderson Family YMCA located at 3201 State Highway 35, Alvin, Texas

Dear Tenant:

Attached is your Tenant Notification Letter dated this day regarding the change of ownership for the Lease between Memorial Hermann Hospital System and the YMCA at the referenced location, signed by both the YMCA and the City of Alvin, Texas, as the "New Landlord".

Very truly yours,

John R. Jones

JRJ/lk

cc: Munsch Hardt Kopf & Harr, P.C.
Attn: David A. Springhetti
Bank of America Center
700 Louisiana, Suite 4600
Houston, Texas 77046

Via U.S. Mail

Jennifer Garcia — Email: Jennifer.Garcia@ymcahouston.org
Suzanne Hanneman — Email: shanneman@cityhall.cityofalvin.com
Gabe Adame — Email: gadame@cityhall.cityofalvin.com
Junru Roland — Email: jroland@cityofalvin.com
Athlyn Roberts — Email: athlynr@cityhall.cityofalvin.com
Christopher Thomas — Email: cthomas@cityhall.cityofalvin.com
Dixie Roberts — Email: droberts@cityhall.cityofalvin.com

TENANT NOTIFICATION LETTER

March 18, 2024

VIA OVERNIGHT DELIVERY

Memorial Hermann Hospital System
9401 Southwest Freeway, Suite 1120
Houston, Texas 77074
Attn: Marshall Hines

Re: Notice of Change of Ownership with respect to the building located at 3201 Texas State Highway 35, Alvin, Texas 77511, Brazoria County, Texas (the "**Property**"), and assignment of that certain Lease Agreement (the "**Lease**") dated January 10, 2007 (and January 31, 2017 Amendment and June 30, 2021 Amendment), by and between the YMCA ("**Landlord**"), and the Memorial Hermann Hospital System ("**Tenant**").

Dear Tenant:

Please be advised that the Landlord has sold its ownership interest in the Facility, including its interest as landlord under the Lease to the City of Alvin ("**New Landlord**"). The New Landlord shall assume the title of "Landlord" as provided for in the Lease from and after the date hereof.

In connection with such purchase, Landlord, as Seller has transferred your security deposit in the amount of $0.00 the ("**Security Deposit**") to the New Landlord, as Purchaser. Purchaser specifically acknowledges the receipt and sole responsibility for the return of the Security Deposit.

Accordingly, effective as of the date hereof, you are hereby notified and directed to deliver all future rent payments due under the Lease to New Landlord at shown below.

CITY OF ALVIN, TEXAS

Gabe Adame
Mayor
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511

You are also notified and directed, effective as of the date hereof, to deliver all notices inquires or requests relating to your Lease to New Landlord at the foregoing address.

Questions regarding this transaction may be directed to Attention: Suzanne Hanneman, email: shanneman@cityhall.cityofalvin.com.

SELLER: YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER HOUSTON AREA,
a Texas nonprofit corporation,
also known as the YMCA of the Greater Houston Area

By: _____
Jennifer Garcia,
Executive Vice President &
Chief Financial Officer

NEW LANDLORD: THE CITY OF ALVIN, TEXAS

_____
Gabe Adame
Mayor

cc: Munsch Hardt Kopf & Harr, P.C.
Attn: David A. Springhetti
Bank of America Center
700 Louisiana, Suite 4600
Houston, Texas 77046

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Second Amendment**") dated for reference purposes as June 30, 2021, is entered into by and between YMCA OF THE GREATER HOUSTON AREA, a Texas nonprofit organization ("**Landlord**"), and MEMORIAL HERMANN HEALTH SYSTEM, a Texas nonprofit corporation ("**Tenant**"), with reference to the following facts.

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated January 19, 2007 (the "**Lease**"), pursuant to which Tenant is leasing from Landlord the Leased Premises located at 3201 South Highway 35, Alvin, Texas 77511, for the Term expiring on January 31, 2017.

B. Landlord and Tenant extended the Term for three (3) years under the First Amendment to Lease Agreement dated January 31, 2017.

C. Tenant desires to extend the Term for three (3) years and Landlord is willing to agree to the same upon the terms and conditions contained in this Second Amendment.

D. Landlord and Tenant desire to enter into this Second Amendment to document the extension of the Term and the terms applicable thereto.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated herein by this reference as though full set forth.
2. Definitions. Except as otherwise expressly provided in this Second Amendment to the contrary, any capitalized words shall have the meaning ascribed to them in the Lease.
3. Extension Term. Effective as of July 1, 2021, the Term of the Lease is hereby extended three (3) years commencing as of July 1, 2021 and expiring on June 30, 2024 (the "**Second Extension Term.**")

4. Base Rental. Commencing as of July 1, 2021, the Base Rental shall be equal to:

Date Range	Annual Rent PSF	Annual Base Rent	Monthly Base Rent
July 1, 2021 – June 30, 2022 (Months 1 – 12)	13.25	40,412.50	3,367.71
July 1, 2022 – June 30, 2023 (Months 13 – 24)	13.65	41,632.50	3,469.37
July 1, 2023 – June 30 2024 (Months 25 – 36)	14.05	42,852.50	3,571.04

5. Effect. Except as expressly amended by this Second Amendment, the terms of the Lease shall remain unmodified and in full force and effect. To the extent that any provision of this Second Amendment conflicts with any provisions of the Lease, this Second Amendment shall control.
6. Counterparts. This Second Amendment may be executed in one (1) or more counterparts with the same effect as if the parties executing several counterparts had executed one (1) counterpart and all such executed counterparts shall together constitute one (1) and the same instrument. Landlord and Tenant agree that this Second Amendment may be transmitted between them by facsimile or email and that faxed or emailed signatures shall constitute original signatures.

In witness whereof, Landlord and Tenant have executed this Second Agreement as of the dates set forth below.

LANDLORD:

YMCA of the Greater Houston Area,
a Texas nonprofit organization

By: _____

Printed Name: Jennifer Garcia

Title: Chief Financial Officer

Date: 6.14.21

TENANT:

Memorial Hermann Health System,
a Texas nonprofit corporation

By: _____

Printed Name: Kirk Guilanshah

Title: Vice President, Real Estate

Date: 6/10/21

Recommended for Approval on behalf of Tenant:

_____
Teal Holden
SVP, Ambulatory and Post-Acute Service

Recommended for Approval on behalf of Tenant:

James Bretting
Associate Vice President, Real Estate

Approved as to Legal Form:

Ranbir Ahdan
Associate General Counsel – Real Estate

ALVIN YMCA w/ MHHS clinic

Revised 9-17-2004
Revised 7-2-2009

	1005 Occupancy	FY-05 budget		FY 07-08 Budget				
exclude	22474 Late pmt charges							
exclude	22601 TELEPHONE				Total space =		27365 sq ft	
exclude	22910 Office Equipment Lease	(300)		-6025	Clinic		3000 sq ft	
exclude	22931 FURN & EQUIP EXPENSE	(500)		-2791	Clinic as % of total		10.96 %	
exclude	24856 PAYBACK DEBT TO ASSOC.	(410186)		-244989				
exclude	24857 INTEREST ON DEBT TO ASSOC.	(96056)		(279147)				
	sub-total - excluded costs for MHHS		(507042)	-532952				
include	22510 SUPPLIES	(3600)		-10186				
include	22523 POOL SUPPLIES	(3600)		-3706				
include	22543 PROGRAM SUPPLIES	(8100)		-36663				
include	22831 LIGHT & POWER	(51042)		-98824				
include	22832 FUEL	(2774)		-17967				
include	22836 WATER	(5100)		-16968				
include	22845 BUILD REP & MAINT SERV	(44384)		-826				
include	22848 BUILDING SECURITY SERVICE	(800)		-900				
include	22850 SITE MAINTENANCE	(22000)		-16205				
include	22861 PROPERTY TAXES			-1111				
include	22880 PROPERTY INSURANCE	(28857)		-2376				
include	22890 LICENSE & PERMIT FEES	(1500)		-1517				
include	22911 EQUIPMENT RENTAL	(500)						
include	22940 EQUIP REP & MAINT SERV	(1500)		-17501				
include	22950 PROJECT REPAIRS & MAINTENANCE	(4000)		-3757				
include	23251 VEHICLE REPAIRS			-393				
include	23352 Staff Training	(500)		-600				
include	24809 DEFERRED MAINTENANCE	(25000)		-10000				
	22847 Janatorial and Maintainance			-60460				
include	24853 ASSOC. MAINTENANCE CHARGE	(36087)		**(70460)**				
	sub-total - included costs for MHHS		(239344)	(306006)	X 10.96% =	(26232)	annual share of expenses	2004
						(2186)	monthly share of expenses	
	TOTAL EXPENSE	(746386)	(746386)	-893372				
				-306006	X 10.96% =	(33538)	annual share of expenses	2009
						(2795)	monthly share of expenses	

ALVIN FAMILY YMCA

LEASE AGREEMENT

by and between

YMCA OF THE GREATER HOUSTON AREA
(Landlord)

and

MEMORIAL HERMANN HOSPITAL SYSTEM
(Tenant)

HOU03:1056520.7

TABLE OF CONTENTS

ARTICLE I. PREMISES 1
1.01 Leased Premises 1
1.02 Common Areas 1
1.03 Rentable Area 1
1.04 Initial Tenant Improvements 2
1.05 Tenant Improvements 2
1.06 Parking 2

ARTICLE II. TERM AND POSSESSION 2
2.01 Term 2
2.02 Commencement Date 2
2.03 Confirmation of Commencement Date 3
2.04 Tenant's Termination Right 3
2.05 Renewal Options 3
2.06 Surrender 4
2.07 Holding Over 4

ARTICLE III. RENT 4
3.01 Rent 4
3.02 Payment of Rent 5
3.03 Additional Rental 5
3.04 Occupancy Factor 6
3.05 Occupancy Costs 6
3.06 Reconciliation 6

ARTICLE IV. USE AND OCCUPANCY 7
4.01 Use of Leased Premises 7
4.02 Use of Building 7
4.03 Compliance with Laws 8
4.04 Rules and Regulations 9
4.05 Nuisance And Odors 9
4.06 Access to Premises 10
4.07 Quiet Enjoyment 10

ARTICLE V. LANDLORD SERVICES 10
5.01 Landlord's Services 10
5.02 Interruption of Services 11
5.03 Keys And Locks 12
5.04 Graphics 12

ARTICLE VI. MAINTENANCE, REPAIRS, AND ALTERATIONS 13
6.01 Landlord Maintenance and Repairs 13
6.02 Tenant Maintenance and Repairs 13
6.03 Alterations 13

ARTICLE VII. INSURANCE AND INDEMNITY 14
7.01 Landlord's Insurance 14
7.02 Tenant's Insurance 14

7.03 Liability Insurance 15
7.04 Indemnity 15
7.05 Waiver of Subrogation Rights 15

ARTICLE VIII. FIRE OR OTHER CASUALTY 16
8.01 Substantial Destruction 16
8.02 Partial Destruction 16
8.03 Reconstruction 17

ARTICLE IX. CONDEMNATION AND AWARDS 17
9.01 Condemnation 17
9.02 Award 17

ARTICLE X. SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE; ESTOPPEL CERTIFICATES 18
10.01 Subordination 18
10.02 Attornment and Non-Disturbance 18
10.03 Estoppel Certificate or Three Party Agreement 18

ARTICLE XI. ASSIGNMENT AND SUBLETTING 18
11.01 Assignment By Landlord 18
11.02 Assignment/Sub-Lease by Tenant 19

ARTICLE XII. DEFAULT AND REMEDIES 19
12.01 Default by Tenant 19
12.02 Non-Waiver 21
12.03 Limitation Of Landlord's Personal Liability 21

ARTICLE XIII. MISCELLANEOUS 22
13.01 Entire Agreement 22
13.02 Amendment 22
13.03 Severability 22
13.04 Successors 22
13.05 Force Majeure 22
13.06 Notice 22
13.07 Captions 23
13.08 Number and Gender 23
13.09 Brokers 23
13.10 Entire Agreement 23
13.11 Construction 23
13.12 Time is of the Essence 23
13.13 Attorney's Fees 23
13.14 No Warranties 24
13.15 Remedies Cumulative 24
13.16 Governing Law: Venue 24
13.17 Board of Managers 24

EXHIBITS

A - PROPERTY DESCRIPTION
B - FLOOR PLAN
C - RENT COMMENCEMENT DATE
D - OCCUPANCY COSTS
E - OCCUPANCY COSTS EXCLUSIONS

LEASE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **LEASE AGREEMENT** ("**Lease**") is made and entered into effective as of January 19, 2007 (the "**Effective Date**"), by and between **YMCA OF THE GREATER HOUSTON AREA**, a Texas nonprofit organization, whose address for purposes hereof is 1600 Louisiana, 2nd Floor, Houston, Texas 77002 ("**Landlord**"), and **MEMORIAL HERMANN HOSPITAL SYSTEM**, a Texas not-for profit corporation ("**Tenant**"). Tenant's address for purposes hereof shall be 9401 Southwest Freeway, Suite 1120, Houston, Texas 77074 (Attn: Marshall Hines), with copies of all notices to David A. Springhetti, Munsch Hardt Kopf & Harr, P.C., Bank of America Center, 700 Louisiana, Suite 4600, Houston, Texas 77046.

ARTICLE I.
PREMISES

1.01 **Leased Premises**. Subject to and upon the terms, provisions, and conditions hereinafter set forth, and each in consideration of the duties, covenants, and obligations of the other hereunder, Landlord does hereby lease, demise, and let to Tenant, and Tenant does hereby lease and take from Landlord that certain premises ("**Leased Premises**") in the building to be known as the Alvin Family YMCA ("**Building**") which will be constructed on that certain tract or parcel of land containing approximately 14.21 acres of land at 3201 South Highway 35, Alvin, Brazoria County, Texas, 77511, as more particularly described on **Exhibit A** attached hereto ("**Property**"). The Leased Premises shall consist of approximately 3,050 square feet of Rentable Area (defined below) in the location shown on the floor plan attached hereto as **Exhibit B**. The Building, the Property, the parking areas, and other improvements now or hereafter related to or used in connection with the Building, are sometimes referred to herein collectively as the "**Project**".

1.02 **Common Areas**. Landlord grants to Tenant the non-exclusive right to use the Common Areas (as hereinafter defined). "**Common Areas**" means those areas within (and measured from the mid-point of the walls enclosing) the Building's elevator machine rooms, if any, main mechanical and electrical rooms, public lobbies, management office, if any, and other areas used in connection with the operation of the Building or to provide customary services to the Building and not leased to tenants, public corridors, elevator foyers, Building stairs, rest rooms, mechanical rooms, telephone and equipment rooms, and other similar facilities for the use of all tenants. In the case of a floor leased to more than one tenant, the allocation of the square footage of the Common Areas on the floor is equal to the total Common Areas on the floor multiplied by a fraction, the numerator of which is the Rentable Area of the Leased Premises (excluding the allocation of the Common Areas) and the denominator of which is the Rentable Area of all office space leased or held for lease on the floor (excluding the allocation of Common Areas).

1.03 **Rentable Area**. The term "**Rentable Area**" means the area or areas determined in square feet, as follows: (i) the Rentable Area for the Building is the entire area bounded by

the interior of the exterior walls of all floors in the Building, and (ii) the Rentable Area of the Leased Premises is the area occupied exclusively by Tenant plus Tenant's pro rata share of the Common Areas. Areas will be computed by measuring to the finished surface of the finished side of the corridor and other permanent walls, to the center of partitions that separate the space from adjoining tenant space, and to the inside finished surface of the dominant portion of the permanent outer Building walls, excluding any Common Areas. For purposes of this Lease, the parties stipulate that the Rentable Area of the Building is 21,605 square feet and the Rentable Area of the Leased Premises is 3,050 square feet.

1.04 **Initial Tenant Improvements**. Landlord shall complete, at Landlord's sole cost and expense, the initial tenant improvements ("**Tenant Improvements**") in substantial accordance with those certain plans ("**Tenant Plans**") dated January 15, 2004, titled "Alvin Family YMCA, YMCA of Greater Houston (Alvin, Texas)", Project Number JPI 03003, prepared by Joiner Partnership, Inc., as architect, in collaboration with Carter & Burgess, Inc., as civil, structural, and MEP design and consulting engineers, and Lauren Griffith Associates, inc., as landscape architect. Landlord and Tenant hereby expressly confirm and agree that the total cost of the Tenant Improvements is $300,000.00 (the "**Tenant Improvement Costs**").

1.05 **Tenant Improvements**. Except for the Tenant Improvements, all installations now or hereafter placed on the Leased Premises, at the written request of Tenant, shall be for Tenant's account and at Tenant's cost and Tenant shall pay any increased ad valorem taxes and any increased insurance thereon, which costs shall be payable by Tenant to Landlord as Additional Rental hereunder within thirty (30) days after being invoiced therefor (including reasonable supporting documentation). All of Tenant's medical equipment, patient files, computers, furniture, furnishings, decorations, art work trade fixtures, equipment, and all other personal property of Tenant located in or on the Premises (collectively referred to herein as "**Tenant's Property**") shall be at Tenant's cost and Tenant shall pay in a timely manner any and all personal property taxes which may be assessed against Tenant's Property.

1.06 **Parking**. Parking shall be available (at no cost) to Tenant, its employees, agents, customers, patients, clients, and invitees, on a first-come, first served basis on the parking areas adjacent to the Building reasonably designated by Landlord in writing to Tenant from time to time. Landlord shall designate two (2) handicapped accessible parking spaces on the parking areas adjacent to the Building.

ARTICLE II.
TERM AND POSSESSION

2.01 **Term**. This Lease is effective as of the Effective Date. Subject to the remaining provisions of this Article II, this Lease will continue in force for a term of 120 months ("**Term**") beginning on the **Commencement Date** (as hereinafter defined) and will expire, without notice to Tenant, on the last day of the 120th full calendar month following the Commencement Date ("**Expiration Date**").

2.02 **Commencement Date**. The "Commencement Date" of the Term of this Lease shall be the earlier of (i) the date of Substantial Completion (as hereinafter defined) of the Leased Premises together with the issuance of a Certificate of Occupancy for the Leased Premises, or

(ii) the date Substantial Completion together with the issuance of a Certificate of Occupancy for the Leased Premises, would have occurred but for Tenant Delay (as hereinafter defined); provided, however, that Tenant shall not open the Leased Premises for business prior to the issuance of the Certificate of Occupancy notwithstanding that the Commencement Date may occur prior to such issuance based on the foregoing. If the Commencement Date is a date which is not the first day of a calendar month, the Expiration Date of the Term shall be extended to the last day of the 120th full calendar month following the Commencement Date. As used herein, "**Substantial Completion**" of the Leased Premises shall mean Substantial Completion of the Tenant Improvements in accordance with the Tenant Plans, as certified to by Landlord's architect, with a punch-list of uncompleted items which do not interfere in any material respect with the use or enjoyment of the Leased Premises. As used herein, "**Tenant Delay**" means delays in Substantial Completion of the Leased Premises resulting from any delays caused by any of the following actions by Tenant in completing the Tenant Improvements: (i) Tenant's request for changes or additions to the Tenant Plans (any change requested by Tenant shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed); (ii) Tenant's failure to approve or disapprove of any action item within the time limits required herein; or (iii) Tenant's or Tenant's agent's interference with the general contractor's schedule. Landlord will use reasonable efforts to promptly provide notice to Tenant when a Tenant Delay may result from any of the above actions taken by Tenant.

2.03 **Confirmation of Commencement Date.** The actual Commencement Date and Expiration Date may be confirmed by Landlord and Tenant by execution of the Confirmation of Rent Commencement Date and Acceptance of Premises Memorandum attached to this Lease as **Exhibit C**. If a Memorandum is not executed, the Rent Commencement Date and Expiration Date will be deemed to be the dates described above in Section 2.01.

2.04 **Tenant's Termination Right.** Notwithstanding anything in this Lease to the contrary, provided Tenant is not in default hereunder beyond any applicable notice and cure period or other grace period provided for in this Lease, at both the time of exercise of such option and the Cancellation Date (hereinafter defined) and subject to the requirements of this Section 2.04, at any time after the last day of the 60th month of the Term (such date of termination shall be called the "**Cancellation Date**"), Tenant shall have the option to terminate this Lease (the "**Cancellation Option**") as specified below. In order to exercise the Cancellation Option, Tenant must (a) provide written notice to Landlord of Tenant's exercise of the Cancellation Option not later than three (3) months prior to the Cancellation Date (specifying the Cancellation Date in said written notice) and (b) pay to Landlord, no later than the day immediately preceding the Cancellation Date, a cancellation fee in an amount equal to the principal portion of the then remaining unamortized Tenant Improvement Costs. The payment of such cancellation fee shall not reduce any of Tenant's obligations under this Lease accruing up to and including (but not beyond) the Cancellation Date. In the event that Tenant fails to comply with all of the terms and conditions set forth in items (a) and (b) above, the Cancellation Option shall be void and of no further force and effect.

2.05 **Renewal Options.** Provided that Tenant is not then in default under this Lease beyond any applicable notice and cure period or other grace period provided for in this Lease, Tenant may renew and extend this Lease for two (2) renewal terms of five (5) years each, commencing upon the expiration of the Term or the preceding renewal term, as the case may be,

by giving Landlord written notice thereof at least ninety (90) days prior to the expiration of the Term or the preceding renewal term, as the case may be. In the event of any such renewal, the "**Term**" as used in this Lease shall include such renewal term and such renewal shall be upon the same provisions set forth in this Lease applicable during the initial Term except that the Base Rental for the applicable renewal term shall be at the prevailing Market Base Rental Rate (defined hereinbelow) at the time of the commencement of the applicable renewal term. As used in this Lease, the term "**Market Base Rental Rate**" shall mean the annual base rental rates then being charged by Landlord for space in other buildings owned by Landlord in the Greater Houston Metropolitan Area, comparable to the space for which the Market Base Rental Rate is being determined (taking into consideration, without limitation, use, location, floor level within the building, definition of net rentable area, leasehold improvements provided, quality, age and location of the building, and other reasonably relevant factors. Landlord shall provide Tenant with Landlord's determination of the Market Base Rental Rate for the applicable renewal term within thirty (30) days following the date that Tenant provides the written notice described above in this Section 2.05. If Tenant does not approve of Landlord's determination of Market Base Rental Rate for any given renewal term, then Tenant shall have the right, as its sole and exclusive remedy in such event, to rescind its exercise of the applicable renewal term within twenty (20) days following the date Landlord provides Landlord's original determination of the Market Base Rental Rate.

2.06 **Surrender.** Tenant will vacate and surrender the Leased Premises peaceably on the expiration or earlier termination of the Term. At the time of surrender, the Leased Premises must be in good order and condition except for ordinary wear and tear and damage caused by fire, other casualty, or condemnation.

2.07 **Holding Over.** In the event of holding over by Tenant after the expiration or termination of this Lease and without the written consent of Landlord, Tenant shall pay as liquidated damages 1.5 times the Base Rental then in effect under this Lease. Landlord and Tenant agree that the actual damages to be incurred by Landlord can reasonably be expected to approximate the amount of liquidated damages called for herein and the actual amount of such damages would be difficult if not impossible to measure accurately. No holding over by Tenant after the Term shall be construed to extend this Lease unless otherwise agreed to in writing by Landlord and Tenant. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant with whom Landlord may have entered into a final lease agreement for all or any part of the Leased Premises effective upon the termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute a lease from month to month.

ARTICLE III.
RENT

3.01 **Rent.** Tenant hereby agrees to pay base rent ("**Base Rental**") to Landlord, without deduction, offset, or counterclaim, in an amount determined by amortizing the Tenant Improvement Costs evenly over ten (10) years at the Annual Interest Rate (defined below), as determined from time to time. As used herein the term "**Rent**" means Base Rental, as adjusted from time to time, and Additional Rental (as hereinafter defined). As used herein, the term "**Lease Year**" shall mean each twelve (12) full calendar month period during the Term

commencing on the first day of the first calendar month immediately following the Commencement Date and on each anniversary thereof; provided, however, that the first Lease Year shall begin on the Commencement Date and will end on the last day of the twelfth (12th) full calendar month thereafter. As used herein, the term "**Annual Interest Rate**" means the annual net investment earning rate for Landlord in any given Lease Year during the Term, which the parties stipulate and agree shall not be less than 4% per annum and shall not be greater than 8% per annum at any time during the Term. The Annual Interest Rate for the first Lease Year shall be 4% per annum, and accordingly annual Base Rental for the first (1st) Lease Year shall be $36,448.25 ($3,037.35 per month. For Lease Years 2-10, Landlord shall notify Tenant (a "**Rent Adjustment Notice**") within thirty (30) days after the end of each Lease Year what the Annual Interest Rate is for the next Lease Year. If the Annual Interest Rate is other than 4% per annum, Landlord shall recalculate the Base Rental due and payable during the next Lease Year by re-amortizing the principal portion of the then unamortized Tenant Improvement Costs over the then remaining Term utilizing such new Annual Interest Rate. Landlord shall notify Tenant in writing of any such change in the Base Rental at the same time Landlord notifies Tenant of the corresponding change in Annual Interest Rate as set forth above. Prior to receipt of a Rent Adjustment Notice, Tenant shall continue to pay Base Rental at the then current rate, but from and after receipt of a Rent Adjustment Notice, Tenant shall pay Base Rental at the rate set forth in such Rent Adjustment Notice. Also, Tenant shall, within thirty (30) days after receipt of a Rent Adjustment Notice, pay to Landlord the positive difference (if any) between the Base Rental, as adjusted in such Rent Adjustment Notice for the then current Lease Year, and the Base Rental as paid by Tenant for the same portion of the then current Lease Year (or if the Tenant overpaid based on such Rent Adjustment Notice, at Landlord's option, Landlord either shall refund such overpayment to Tenant within thirty (30) days after Landlord's issuance of the applicable Rent Adjustment Notice or credit such over-payment against the installment of Base Rental next becoming due), provided, however, during the last six (6) months of the Term or any renewal term, then Landlord will refund any and all such overpayment to Tenant within thirty (30) days after Landlord's issuance of the applicable Rent Adjustment Notice.

3.02 **Payment of Rent**. Tenant must pay Base Rental to Landlord in monthly installments in advance on the first day of each calendar month without notice, demand, abatement, deduction, or offset, except as expressly set out in this Lease, at Landlord's address as provided herein (or such other address as may be designated by Landlord in writing from time to time); provided, however that Base Rental shall not be considered past due if paid within ten (10) days after it is due. If the Term commences on other than the first day of a month or terminates on other than the last day of a month, then the installments of Base Rental for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance. All past due installments of Rent shall bear interest until paid at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum lawful rate permitted by applicable law.

3.03 **Additional Rental**. Tenant shall be obligated to pay at the same place as Base Rental, all other amounts due under this Lease, including, without limitation, Tenant's Proportionate Share of Landlord's Occupancy Costs as set forth in this Article III, without notice, demand, offset, or counterclaim, and all such amounts shall constitute additional rental ("**Additional Rental**") owed by Tenant to Landlord. As used herein, "**Tenant's Proportionate Share**" means and is hereby stipulated to be eleven percent (11%), notwithstanding anything else to the contrary contained in this Lease. Occupancy Costs shall be determined on the basis of

each Lease Year. The estimated Occupancy Costs for the first Lease Year is $240,000.00 which means the estimate of Tenant's Proportionate Share of Occupancy Costs during such first Lease Year is $26,400.00 ($2,200.00 per month). If there is a partial Lease Year during the Term, Tenant's Proportionate Share of Occupancy Costs for such partial Lease Year shall be prorated for such partial Lease Year of commencement, expiration, or termination so that Tenant pays an amount equal to Tenant's Proportionate Share of the Occupancy Costs for the entire Lease Year, multiplied by a fraction, the numerator of which is the number of days in such partial Lease Year, and the denominator is 365.

3.04 **Occupancy Factor**. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not ninety-five percent (95%) occupied during the first Lease Year or any subsequent Lease Year, the Occupancy Costs shall be computed for such Lease Year as though the Building had been ninety-five percent (95%) occupied and had been provided with Building standard services during such Lease Year. Additionally and notwithstanding any other provision herein to the contrary, it is agreed that in no event shall Tenant's Proportionate Share of the Occupancy Costs (excluding Non-Controllable Occupancy Costs, as defined below) increase by more than four percent (4%) per annum, compounded annually. For purposes hereof, the term "**Non-Controllable Occupancy Costs**" shall mean all (a) utility expenses, (b) real estate taxes and assessments, and (c) insurance premiums for the Project.

3.05 **Occupancy Costs**. The term "**Occupancy Costs**" as used herein shall mean those Occupancy Costs listed on **Exhibit D** attached hereto, but shall not include the Occupancy Costs listed on **Exhibit E** attached hereto. Occupancy Costs shall be computed on an accrual basis in accordance with generally accepted accounting principles applied consistently.

3.06 **Reconciliation**. For each Lease Year during the Term following the first Lease Year, Landlord shall provide Tenant a written statement of the projected Occupancy Costs for such Lease Year sixty (60) days prior to the commencement of such Lease Year, and Tenant shall thereafter pay Landlord an amount estimated by Landlord for such Lease Year as Tenant's Proportionate Share of Occupancy Costs. The estimated amount of Tenant's Proportionate Share of Occupancy Costs shall be due without notice, demand, deduction, offset, or counterclaim, and payable at the same place as Base Rental in twelve (12) equal monthly installments on the first day of each calendar month during such Lease Year. Landlord shall within the period of ninety (90) days (or as soon thereafter as possible), after the close of each Lease Year, provide Tenant with a reconciliation statement showing the actual Occupancy Costs of operating the Project for such Lease Year. If the actual Occupancy Costs are greater than that projected by Landlord, then Tenant shall pay Landlord, within thirty (30) days of Tenant's receipt of such statement, Tenant's Proportionate Share of the difference. If such year's projected Occupancy Costs are greater than the actual Occupancy Costs, then Landlord shall pay to Tenant, within thirty (30) days of said statement's issuance, Tenant's Proportionate Share of the difference; provided, however, that the total rent owed by Tenant shall never be less than the Base Rental stated in Section 3.01. Tenant shall have the right, at Tenant's sole cost and expense, in accordance with the remainder of this Section 3.06 to examine and/or audit the Books and Records (as hereinafter defined) relating to Occupancy Costs for the period covered by any reconciliation statement ("**Tenant's Audit**"). Tenant shall notify Landlord in writing within thirty (30) days after receipt of any such reconciliation statement of Tenant's intent to conduct Tenant's Audit of such statement (a

"Tenant Audit Notice"). Within thirty (30) days after Landlord's receipt of a Tenant Audit Notice, Landlord shall designate a reasonable time for Tenant to conduct Tenant's Audit of the Books and Records for such Lease Year during normal business hours and otherwise at a time reasonably acceptable to Landlord, at Landlord's corporate headquarters in Houston, Texas, or at such other location in Houston, Texas as Landlord may reasonably designate. As used herein, the term **"Books and Records"** shall mean Landlord's general ledger supporting the Occupancy Costs of the Building for the Lease Year that is the subject of the then current Tenant's Audit, together with invoices (and other similar documentation, if applicable), which support the information shown on such general ledger. Landlord and Tenant shall use commercially reasonable efforts to resolve any disagreement revealed in the Tenant's Audit and/or the reconciliation statement (of which Tenant will notify Landlord in writing within thirty (30) days after Tenant's examination of the Books and Records at Landlord's offices) and adjust any amounts owed by Tenant or owing to Tenant as a result thereof, within a reasonable period of time after Tenant so notifies Landlord of any such disagreement. Tenant agrees that Tenant shall not have the right to perform more than one Tenant's Audit within any calendar year and that it shall not have the right to perform more than one Tenant's Audit with respect to any given Lease Year. If Tenant fails to timely notify Landlord of Tenant's intent to perform Tenant's Audit for a given Lease Year as provided above, Tenant shall be deemed to have waived its right to perform a Tenant's Audit with respect to such Lease Year. Tenant further acknowledges that it shall not have the right to make photocopies of any Books and Records, nor shall it be entitled to receive any such copies from Landlord, unless such photocopies are required by any applicable laws, rules or regulations of any applicable governmental agency and then, only at Tenant's sole cost and expense.

ARTICLE IV.
USE AND OCCUPANCY

4.01 **Use of Leased Premises**. The Leased Premises shall be used and occupied by Tenant (and its permitted assignees and subtenants) solely for the provision of physical therapy and **"related purposes"** (collectively the **"Permitted Use"**) and for no other purpose. As used above, the term **"related purposes"** shall mean the provision of health care services related to physical therapy, physician services, complimentary and integrative medicine, and the sale of ancillary health care services and products. Tenant shall consult with Landlord's representatives as to the physical therapy services provided in the Leased Premises and Landlord agrees not to unreasonably withhold, condition or delay its approval of any such services. In no circumstances, however, shall Landlord control, dictate, interfere with, or otherwise have any involvement in Tenant's independent medical judgment in providing physical therapy services or any other health care services. The Leased Premises shall not be used for any purpose which would, in Landlord's reasonable opinion, lower the first-class character of the Building or any part thereof, create unreasonable or excessive floor loads, interfere with any of the operations of the Building or any part thereof or the proper and economic heating, air-conditioning, cleaning, or other servicing of the Building or any part thereof or unreasonably interfere with the use of the other areas of the Building by any other tenants.

4.02 **Use of Building**. During the Term, and so long as Tenant is not in default under this Lease beyond any applicable notice and cure period or other grace period provided for in this Lease, Tenant shall have the right (without cost), subject to the terms of this Section 4.02, to

utilize facilities and services offered by Landlord at the Building to members of the YMCA, as follows:

A. Any use of any facilities at the Building outside of the Leased Premises, must be only by individuals (**"Permittees"**) who are clients and/or patients of Tenant who are being treated at the Leased Premises pursuant to the permitted use described in Section 4.01 above (as opposed to Tenant or Tenant's employees or agents utilizing such facilities for their own personal use), and such Permittees must be accompanied and supervised at all times when utilizing such Building facilities by employees of Tenant employed at the Leased Premises. Tenant shall limit the number of Permittees utilizing any Building facilities so that such Permittees' use will not interfere with use of such Building facilities by YMCA members. In the event that Landlord reasonably determines that Tenant's use of any such Building facility pursuant to this Section 4.02 is causing such unreasonable interference, Landlord shall notify Tenant of same in writing and Tenant shall thereafter restrict such Permittees' use of any such Building facility as Landlord shall reasonably direct in writing;

B. The foregoing use of any Building facilities by such Permittees must be during the regular operating hours of such particular Building facility (subject to Section 4.02(D) below);

C. Notwithstanding anything contained herein to the contrary, neither Tenant nor the Permittees nor any of their respective agents, employees, clients, customers or invitees shall have the right to utilize babysitting or child care services offered at the Building unless any such individual is a member of the YMCA at the Building;

D. In the event that Tenant wishes to utilize any Building facility outside of the normal operating hours for the Building and/or such Building facility, Tenant shall notify Landlord in writing, specifying the date and time of such use, the Building facility to be so utilized, and the approximate number of Permittees expected to participate in such use. No such after hours use shall be permitted without the supervision of Landlord's staff. Landlord shall have the right to either approve or disapprove such request and if same is approved, to require as a condition of such use, payment by Tenant of a reasonable fee designated by Landlord on a case by case basis, to cover all costs to Landlord of such additional use. Without limiting the generality of the foregoing provisions of this subsection, in no event shall Tenant be permitted to use the swimming pool at the Building outside of normal operating hours without Landlord's prior written approval and without the presence of the appropriate number of YMCA lifeguards; and

E. It shall be a further condition precedent to Tenant's use of Building facilities outside of the Leased Premises that Tenant obtain and submit to Landlord a waiver and release executed by each Permittee so using the Building facilities, in form and substance reasonably acceptable to Landlord, releasing Landlord from liability in connection with such Permittee's use of such Building facilities.

4.03 **Compliance with Laws.** Prior to the Commencement Date and during the Term of this Lease, Tenant and Landlord, at their respective sole cost and expense, shall promptly

comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, municipal and local governmental bodies exercising jurisdiction thereover, and all orders, rules and regulations of any governmental body that may be applicable to the Leased Premises and Building (and all facilities used in connection therewith, to the extent that if such facilities are located outside the Leased Premises, such are reserved for the exclusive use of the Tenant), whatever the nature of such regulations, including, without limitation, environmental rules and regulations, and other governmental standards governing the use of, activity within, or occupancy of the Leased Premises for the purpose of insuring compliance with such applicable laws. Tenant and Landlord shall further observe and comply with the requirements of all policies of public liability, fire, and all other policies of insurance at any time in force with respect to the Building or any part thereof. Tenant and Landlord covenant not to use in, on or about the Project, for original construction, or for maintenance, repairs, alterations, improvements, additions, or changes any material or substance prohibited for such use (or in any other similar application prohibited) by any governmental rule, regulation, ordinance, statute, or order including, without limitation, asbestos-containing materials, except in the ordinary course of the Tenant's and Landlord's, as applicable, respective business operations in the Project. Tenant and Landlord shall at all times defend, protect, indemnify, save and keep harmless the other, and their respective partners, trustees, owners, shareholders, directors, officers, agents and employees from and against all claims, losses, costs, damages or expenses arising out of or from such party's breach of this provision. Tenant and Landlord further covenant and agree that they will not use, keep or suffer to be kept, or generate or store any hazardous substances, pollutants or contaminants (collectively **"Hazardous Substances"**) in, upon or about the Leased Premises, the Building, or the rest of the Project, except in connection with the ordinary course of their respective business operations. Tenant and Landlord, as applicable, shall promptly remove and clean up any Hazardous Substance brought on, to or about the Leased Premises, the Building or the rest of the Project, by them or their respective agents, employees, contractors, invitees or licensees in violation of this provision. Tenant and Landlord shall indemnify the other and their respective partners, trustees, owners, shareholders, directors, officers, agents and employees for all costs and expenses incurred by the non-defaulting party to correct any violation of this covenant, or to remove, neutralize or render harmless any Hazardous Substance, or to comply with the requirements of any regulatory body having jurisdiction over Hazardous Substances, or to contest the actions of any such regulatory body with respect to the Leased Premises, the Building or the rest of the Project. Tenant's and Landlord's indemnifications under this Section 4.03 shall survive the expiration of this Lease for violations of this Section 4.03 that arise prior to the termination of this Lease, or that arise prior to the termination of Tenant's possession of the Leased Premises, whichever occurs first.

4.04 **Rules and Regulations**. Tenant will comply with the rules of the Building adopted and reasonably altered by Landlord from time to time for the safety, care, and cleanliness of the Leased Premises and Building and for preservation of good order therein (the **"Rules and Regulations"**), all of which will be sent by Landlord to Tenant in writing and shall be thereafter carried out and observed by Tenant, provided, however, the Rules and Regulations, and all modifications thereto, shall at all times during the Term and all renewals and extensions thereof, not be inconsistent with Tenant's permitted use under this Lease.

4.05 **Nuisance And Odors**. Tenant shall conduct its business, and Tenant will use reasonable efforts to control its agents, employees, invitees, and patients, in such manner as not

to create any nuisance (as determined under applicable Texas law), or materially interfere with any other tenant of the Building or Landlord in its operation of the Building. During Tenant's occupancy of the Leased Premises, Tenant shall not cause, and Tenant shall use reasonable efforts not to permit, any strong, offensive or objectionable odors, gases or vapors to be produced within the Leased Premises or to migrate outside of the Leased Premises.

4.06 **Access to Premises.** Except in the case of an emergency (where no prior notice shall be required), upon one (1) business day prior written notice from Landlord to Tenant and while accompanied by a Tenant's representative, Tenant shall permit Landlord or its duly designated agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same, clean or make repairs, alterations, or additions thereto, as Landlord may reasonably deem necessary, and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof; provided, however, in all cases and under all circumstances all entries by Landlord and any of its related parties shall be subject to, and shall not interfere with, the rights and privacy of Tenant's patients and operations.

4.07 **Quiet Enjoyment.** Tenant shall, and may peacefully have, hold, and enjoy the Leased Premises, provided that Tenant pays the Rent herein required to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained within the notice and cure periods or other grace periods provided in this Lease. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownerships of the Landlord's interest hereunder; provided, however, Landlord, its successors and assigns shall remain liable for all breaches that occur during the respective ownership of the Landlord's or Landlord's successors' or assigns', as applicable, interest under this Lease even if such breaches are not discovered or realized by Tenant, its successors or permitted assigns, or any action or proceeding is not brought by Tenant, its successors or permitted assigns, until after their respective ownership ends.

ARTICLE V.
LANDLORD SERVICES

5.01 **Landlord's Services.** Except as provided for to the contrary in this Lease, Landlord agrees to furnish (as part of the Occupancy Costs of the Project), the following services to Tenant:

A. Hot and cold running water at those points of supply provided for general use in the Building and at the points of use in the Leased Premises; central heat and air conditioning in season, at such temperatures and in such amounts as are considered by Landlord to be standard for similar buildings in the area where the Building is located, provided that such service at times other than normal business hours for the Building to be furnished only upon the request of Tenant, who shall bear the cost thereof not to exceed during the first Lease Year $30.00 per hour for the gymnasium (if such after-hours use by Tenant is otherwise permitted pursuant to this Lease) and $20.00 per hour for any portion of the Leased Premises (or other portion, if any, of the Building which Tenant is permitted to use hereunder), subject to commercially reasonable increase over the Term to the extent Landlord's costs of such service increases; routine maintenance

and electric lighting service for all public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be standard for similar buildings in the area where the Building is located;

B. Janitor service on a seven (7)-day week basis at no extra charge; provided, however, if Tenant's floor covering or other improvements is other than building standard, Tenant shall pay as Additional Rental the reasonable additional cleaning cost attributable thereto. Tenant shall pay said Additional Rental within thirty (30) days of receipt of a written statement from Landlord that includes all reasonable supporting documentation;

C. Electrical facilities to furnish sufficient power for computers, telecopy machines, copy machines, telephone systems, voice mail systems, typewriters, voice writers, calculating machines, and other machines of similar low electrical consumption (total electrical power requirement not to exceed two watts per square foot of usable area); but not including special lighting in excess of Building standard, and any other item of electrical equipment, the electrical power requirement of which (singly) is more than 0.5 kilowatts at rated capacity or requires a voltage other than 120 volts single phase, except as otherwise provided in the Tenant Improvement and Tenant's Plans; and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the Building standard system, then the additional air conditioning installation and operating costs will be the obligation of Tenant;

D. Building standard fluorescent bulb replacement in all areas of the Leased Premises and all Common Areas.

E. Access to the Building during normal working hours for the Building; PROVIDED, HOWEVER, THAT LANDLORD SHALL NOT BE LIABLE TO TENANT, ITS AGENTS, CONTRACTORS, CUSTOMERS, EMPLOYEES, INVITEES, LICENSEES, SERVANTS, OR VISITORS FOR ANY DAMAGES, LOSSES, CLAIMS, OR CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY OR DUE TO THEFT, BURGLARY, OR PERSONS GAINING ACCESS TO THE BUILDING, THE PROJECT, OR THE LEASED PREMISES UNLESS ANY OF THE SAME ARE CAUSED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF LANDLORD OR LANDLORD'S EMPLOYEES, OWNERS, AGENTS, OR AFFILIATES.

5.02 **Interruption of Services**. Failure by Landlord to any extent to furnish any of these services described in Section 5.01 above, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any of the equipment or machinery break down, or for any cause cease to function properly, Tenant shall have no claim for rebate of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom. Notwithstanding anything contained in this paragraph to the contrary, and subject to the provisions of Section 7.05

(regarding waiver of subrogation), Article VIII (regarding casualty), and Article IX (regarding condemnation), in the event that any such cessation, failure, or breakdown occurs and (i) is not the fault of Tenant, (ii) continues for more than ten (10) consecutive business days, (iii) causes material interference with Tenant's use of the Leased Premises and (iv) causes Tenant not to use or occupy the Leased Premises, then Tenant, as its sole and exclusive remedy in such event (except as expressly provided below), shall be entitled to a full abatement of all Base Rental until such time as all such services are restored and such failures and breakdowns are cured. In the event that any such cessation, failure, or breakdown occurs that is not the fault of Tenant, and such cessation, failure or breakdown continues for more than one hundred eighty (180) consecutive days and items (iii) and (iv) above are satisfied with respect to same, then Tenant, as its sole and exclusive remedy in such event (except as expressly provided above), shall have the right to terminate this Lease by delivering written notice thereof to Landlord within ten (10) business days following the expiration of said one hundred eighty (180) consecutive day period and paying to Landlord, at the time Tenant delivers to Landlord the foregoing notice of termination, a termination fee equal to the principal portion of the then remaining unamortized Tenant Improvement Costs (provided, however, notwithstanding the foregoing, if Tenant exercises such termination right and such cessation, failure, or breakdown is caused by the gross negligence or willful misconduct of Landlord or Landlord's agents or employees, then Tenant shall not be required to pay such termination fee), whereupon the parties shall have no further duties, liabilities, or obligations to each other under this Lease effective as of the date of such termination.

5.03 **Keys And Locks**. Landlord shall, at Landlord's expense, furnish Tenant four (4) keys each for no more than two (2) corridor doors entering the Leased Premises. Additional keys will be furnished at a charge by Landlord on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Leased Premises without Landlord's permission (such permission not to be unreasonably withheld, conditioned, denied or delayed), and Tenant shall not make, and shall use reasonable efforts to prevent Tenant's employees from making, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys of the Leased Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

5.04 **Graphics**. Landlord shall provide and install, at Landlord's cost, all letters or numerals at Tenant's primary entrance door to the Leased Premises reasonably required by Tenant; all such letters and numerals shall be in the Building standard graphics or other graphics approved by Landlord, and no others shall be used or permitted on the Leased Premises without the prior consent of the Landlord, such consent not to be unreasonably withheld, conditioned, denied or delayed. Landlord also agrees to provide and install, at Landlord's cost, a listing on the Building directory board, if any. If Tenant desires additional signage, the manufacture, installation, maintenance and removal of same shall be at Tenant's sole cost and expense and the design (including, without limitation, size, color, content and overall plan) and location of same shall be subject to Landlord's prior written approval.

ARTICLE VI.
MAINTENANCE, REPAIRS, AND ALTERATIONS

6.01 **Landlord Maintenance and Repairs.** Unless otherwise stipulated herein, Landlord will maintain the Project in good condition and repair. Except as set out in this Section 6.01 or elsewhere in this Lease, Landlord is not required to make any improvements or repairs of any kind to the Leased Premises during the Term, except as may be reasonably deemed necessary by Landlord for normal maintenance of the structural components of the Leased Premises. Landlord expressly reserves the right, in its reasonable discretion, to temporarily or permanently change the location of, close, block, or otherwise alter any entrances, corridors, skywalks, tunnels, doorways, driveways, or walkways leading to or providing access to the Building or otherwise to restrict the use of those areas of the Project provided Landlord's activities do not unreasonably impair Tenant's access to, or use or occupancy of, the Leased Premises. Landlord will take reasonable steps to notify Tenant in writing within a reasonable time in advance of any alterations, modifications, or other actions of Landlord under this Section 6.01. Subject to the provisions of Section 7.05 (regarding waiver of subrogation), Article VIII (regarding casualty), and Article IX (regarding condemnation), Landlord will repair or replace any injury or damage to the Leased Premises or Project, or their appurtenances or fixtures, caused by or resulting from the negligence or willful misconduct of Landlord or Landlord's employees, servants, agents, assignees, or subtenants.

6.02 **Tenant Maintenance and Repairs.** Except as otherwise provided in Section 6.01, Tenant, at Tenant's sole cost and expense, will maintain and repair the interior of the Leased Premises. Subject to the provisions of Section 7.05 (regarding waiver of subrogation), Article VIII (regarding casualty), and Article IX (regarding condemnation), Tenant will repair or replace any injury or damage to the Leased Premises or Project, or their appurtenances or fixtures, caused by or resulting from the negligence or willful misconduct of Tenant or Tenant's employees, servants, agents, assignees, or subtenants. All workmen, artisans, and contractors employed for these purposes must be obtained through or specifically approved by Landlord prior to the commencement of any work. If Tenant fails to repair or replace any damage to the Leased Premises or Project resulting from the negligence or willful misconduct of Tenant, its employees, servants, agents, assignees, or subtenants, within thirty (30) days following written notice from Landlord of the need for any repairs, Landlord may, but is not obligated to, cause the maintenance, repair, or replacement to be done. Tenant will reimburse Landlord for all reasonable out-of-pocket costs related thereto within thirty (30) days following written demand therefor (including reasonable supporting documentation).

6.03 **Alterations.** Tenant shall not make any alterations or physical additions in or to the Leased Premises, or place signs on the Leased Premises which are visible from outside the Leased Premises, without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld, conditioned, denied, or delayed. Any and all such alterations, physical additions, or improvements, when made to the Leased Premises by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease by lapse of time or otherwise; provided, however, this clause shall not apply to Tenant's Property, or to other movable equipment or furniture owned by Tenant. Tenant agrees specifically that no food, soft drink, or other vending machine will be installed within the Leased Premises other than coffee makers, microwave ovens, refrigerators, and other similar non-commercial

equipment. Tenant shall not be deemed to be the agent or representative of Landlord in making any such alterations, physical additions, or improvements to the Leased Premises, and shall have no right, power, or authority to encumber any interest in the Building in connection therewith. However, should any mechanics' or other liens be filed against any portion of the Building or any interest therein by reason of Tenant's acts or omissions or because of a claim against Tenant or its contractors, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days following receipt of written notice from Landlord. If Tenant shall fail to cancel, discharge, or bond-around said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Tenant's receipt of a written invoice (with all reasonable supporting documentation) from Landlord, Tenant shall reimburse Landlord for all reasonable out-of-pocket costs incurred by Landlord in canceling or discharging such lien or liens.

ARTICLE VII.
INSURANCE AND INDEMNITY

7.01 **Landlord's Insurance.** At all times during the Term, Landlord shall maintain, or cause to be maintained, at Landlord's expense (which expense will be part of Occupancy Costs), a policy or policies of insurance with the premiums thereon fully paid in advance of when due, issued by and binding upon an insurance company of good financial standing authorized to do business in Texas, insuring the Building and the Building standard improvements against loss or damage by fire or other insurable hazards and contingencies in amounts necessary to at least cover the full replacement value of the Building and such Building standard improvements; provided, however, that Landlord shall not be obligated to insure any of Tenant's Property that Tenant may keep or maintain in the Leased Premises, or any improvements or alterations that Tenant may make to the Leased Premises that are above Building standard improvements. If the annual premiums charged Landlord for such casualty insurance exceed the standard premium rates because the nature of Tenant's operations result in extra-hazardous or higher than normal risk exposure, then Tenant shall, upon receipt from Landlord of appropriate premium invoices (including reasonable supporting documentation), reimburse Landlord for such increases in premiums within thirty (30) days following Tenant's receipt of such premium invoices. Any payments for losses under Landlord's casualty insurance shall be made solely to Landlord and/or Landlord's mortgagee. Landlord shall provide Tenant reasonable evidence that the insurance required to be maintained under this Section 7.01 by Landlord is in full force and effect.

7.02 **Tenant's Insurance.** At all times during the Term, Tenant shall maintain insurance coverage against loss or damage by fire and such other risks as are from time to time included in a standard or special extended coverage endorsement insuring the full insurable value of any improvements made by Tenant in the Leased Premises that are above Building standard improvements and which are not part of the initial Tenant Improvements pursuant to Tenant's Plans. Tenant shall maintain medical malpractice insurance in amounts and types typical and customary of the amounts and types which Tenant maintains or is required by applicable law to maintain with respect to the Permitted Use. All policies required to be carried by Tenant under this Section 7.02 shall be written with financially responsible insurance companies authorized to do business in Texas and with a Best & Company rating of "B+, IX" or better, and the evidence of the property insurance provided to Landlord shall provide therein that Landlord receive thirty (30) days prior written notice before cancellation of such policy. Tenant shall deliver to

Landlord a certificate of insurance outlining the insurance required in this Section 7.02 at least fifteen (15) days prior to the Commencement Date and fifteen (15) days prior to each anniversary of the Commencement Date. Any payments for losses under Tenant's casualty insurance shall be made solely to Tenant and/or Tenant's mortgagee. Any self-insurance policies maintained by Tenant shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned, denied, or delayed.

7.03 **Liability Insurance**. Landlord (with respect to the Project) and Tenant (with respect to the Leased Premises and Project) shall each maintain or cause to be maintained a policy or policies of commercial general liability insurance (including contractual liability coverage) with the premiums thereon fully paid in advance of when due, issued by and binding upon an insurance company of good financial standing, authorized to do business in Texas and having a Best & Company rating of "B+, XIII" or better, such insurance to afford minimum protection of not less than Two Million Dollars ($2,000,000.00) for each occurrence of death, bodily injury, and property damage and Five Million Dollars ($5,000,000) in the aggregate in any one occurrence. Tenant's and Landlord's contractual liability insurance shall apply, without limitation, to all of their respective indemnity obligations under this Lease. Landlord's and Tenant's general liability insurance required under this Section 7.03 shall name the other as an additional insured and shall contain endorsements and provisions stating that the other's insurance is primary to any insurance otherwise carried by the other and that the other will receive thirty (30) days' prior written notice of cancellation of the policy. Landlord and Tenant shall deliver to the other a certificate of insurance evidencing the insurance required under this Section 7.03 at least fifteen (15) days prior to the Commencement Date and fifteen (15) days prior to each anniversary of the Commencement Date. The reasonable expense for Landlord's liability insurance will be an Occupancy Costs under this Lease. Any self-insurance policies maintained by Tenant pursuant to this Section 7.03 shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned, denied, or delayed.

7.04 **Indemnity**. TENANT AND LANDLORD SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER, AND THEIR RESPECTIVE AGENTS, OFFICERS, ATTORNEYS, SHAREHOLDERS, DIRECTORS, CORPORATE PARENTS, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, TRUSTEES, AND EMPLOYEES (COLLECTIVELY, AN "**INDEMNIFIED PARTY**"), FROM AND AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSES OF ACTION, SUITS, CLAIMS (INCLUDING, WITHOUT LIMITATION, MEDICAL MALPRACTICE CLAIMS), DEMANDS, OR JUDGMENTS OF ANY NATURE (COLLECTIVELY THE "**CLAIMS**" AND INDIVIDUALLY A "**CLAIM**") ARISING, OR ALLEGED TO ARISE, FROM OR IN CONNECTION WITH THE ACTIONS OR OMISSIONS OF THE OTHER INDEMNIFIED PARTY, ON OR ABOUT THE LEASED PREMISES OR THE REST OF THE PROJECT, EXCEPT TO THE EXTENT ANY SUCH CLAIM ARISES OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH OTHER INDEMNIFIED PARTY.

7.05 **Waiver of Subrogation Rights**. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action, against the other, their respective agents, officers, attorneys,

shareholders, directors, corporate parents, subsidiaries, partners, joint venturers, trustees, and employees for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or to the Building of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which is required to be insured against under the terms of standard fire and extended coverage insurance policies referred to in this Article VII, regardless of cause or origin, including the negligence of the other party hereto, or their respective agents, officers, attorneys, shareholders, directors, corporate parents, subsidiaries, partners, joint venturers, trustees, and employees, and each party shall cause such standard fire and extended coverage insurance policies referred to in this Article VII to contain provisions or endorsements wherein each insurer waives its rights of recovery against such parties, so long as such insurer is an unrelated third party insurer and the inclusion of such provision or endorsement will not invalidate such policy.

ARTICLE VIII.
FIRE OR OTHER CASUALTY

8.01 **Substantial Destruction.**

A. If (i) either the Leased Premises or the Building is totally destroyed by fire or other casualty or damaged so that rebuilding cannot reasonably be substantially completed (as defined below for purposes of this Article VIII) within 150 days after Landlord's notification of the damage or (ii) the Building is damaged to the extent that it is unsuitable for use in a manner comparable to its use prior to the damage and the damage cannot be repaired and the Building restored to that use within 150 days from the date of the damage, either party may terminate this Lease upon written notice to the other within 30 days after both parties are notified as to the length of the period required to rebuild or repair the Building. If this Lease is terminated, the Rent will be abated for the unexpired portion of this Lease, effective as of the date of the fire or other casualty.

B. For purposes of this Article VIII only, **"substantial completion"** shall mean (and the Leased Premises shall be deemed **"substantially complete"**) when (i) Landlord is prepared to furnish the applicable services set forth in Section 5.01 of this Lease to the Leased Premises, and (ii) a Certificate of Occupancy for the Leased Premises has been issued. Such determination shall be made by Landlord's architect, in their reasonable professional judgment. Substantial completion shall be deemed to have occurred notwithstanding a requirement to complete a "punchlist" or similar corrective work. The existence of construction work in other portions of the Building or the Project shall not affect the determination of the date of substantial completion of the Leased Premises.

8.02 **Partial Destruction.** If this Lease is not terminated pursuant to Section 8.01, Landlord will proceed with reasonable diligence to rebuild and repair the Building, Leased Premises, and other improvements in the Project to substantially the same condition in which they existed prior to the damage. If Tenant's use of the Leased Premises is materially impaired because of the damage, the Rent payable under this Lease during the period of impairment will be equitably reduced based on the degree to which Tenant's use of the Leased Premises is impaired. The reduction in the Rent will continue until the earlier to occur of the date

(i) Landlord tenders possession of the rebuilt and repaired (to Tenant's reasonable satisfaction) Leased Premises to Tenant or (ii) Tenant resumes full operation of its business at the Building. Landlord is not required to expend funds in excess of any insurance proceeds received by Landlord for the repair or restoration. Landlord's obligation to rebuild or restore under this Section 8.02 is limited to restoring the Leased Premises, Building and other improvements in the Project to substantially the condition in which they existed prior to the damage, exclusive of improvements that Tenant is responsible for under the terms of this Lease.

8.03 **Reconstruction.** If Landlord elects to repair and reconstruct as provided in Section 8.02 of this Lease, Landlord will use reasonable efforts to effect the repairs and reconstruction in a manner that does not unreasonably interfere with Tenant's occupancy. Provided, however, if Landlord fails to achieve substantial completion of the repair and reconstruction of such damage or destruction (other than for delays caused by Force Majeure, as defined in Section 13.05 or delays caused by the negligence or willful misconduct of Tenant), within two hundred seventy (270) days following the date of such fire or other casualty, then Tenant shall have the option, by delivering written notice thereof to Landlord within ten (10) business days following the expiration of such two hundred seventy (270) day period (time being of the essence), to terminate this Lease, whereupon the parties shall have no further duties, liabilities or obligations under this Lease effective as of Tenant's termination of this Lease pursuant to this Section 8.03.

ARTICLE IX.
CONDEMNATION AND AWARDS

9.01 **Condemnation.** If all or substantially all of the Leased Premises is taken by eminent domain or for any public or quasi-public use or purpose, this Lease will terminate on the date the condemning authority takes possession. If only a part of the Leased Premises is taken or if any portion of the Project other than the Leased Premises is taken, this Lease, at Landlord's election, either will (i) terminate on the date the condemning authority takes possession or (ii) continue in full force and effect as to that part of the Leased Premises not taken with Rent being reduced and abated (from and after the date of the taking of possession) in the proportion that the number of square feet of Rentable Area in the Leased Premises taken, if any, bears to the total number of square feet of Rentable Area contained in the Leased Premises immediately prior to the taking. Landlord will notify Tenant of its election within 30 days after the date of the taking. If Landlord elects to continue this Lease, Landlord will proceed with all reasonable diligence to restore the Leased Premises to substantially its former condition. Landlord is not required, however, to spend more than the amount received by Landlord as compensation for the taking. All rights and obligations of Tenant under this Lease will terminate as of the date of the taking of possession.

9.02 **Award.** All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord; provided, however, Landlord shall have no interest in any proceeds that Tenant may receive or otherwise be entitled to pursuant to a separate award from the condemning authority that may be recoverable by Tenant including, without limitation, moving expenses, lost profits, business interruption, loss of Tenant's Property, loss of Tenant Improvements paid for by Tenant, and loss of the leasehold interest/estate.

ARTICLE X.
SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE; ESTOPPEL CERTIFICATES

10.01 **Subordination.** Subject to Section 10.02 below, this Lease is subject and subordinate to any ground or master leases affecting the Project or the Building, to all mortgages now or hereafter encumbering the Project, and to all renewals, modifications, consolidations, replacements, enlargements, and extensions of any those leases and mortgages unless the lessor or mortgagee elects to make this Lease superior to its lease or mortgage. Tenant agrees, however, to execute any commercially reasonable consent or agreement requested by any lessor or mortgagee in connection with this Section 10.01.

10.02 **Attornment and Non-Disturbance.** If any ground lease, master lease, or mortgage is terminated or foreclosed, as the case may be, this Lease will not terminate or be terminable by any party by reason of such termination or foreclosure, provided, however, that Tenant is not then in default under this Lease beyond any applicable notice and cure period or other grace period. Tenant must (if requested to do so in writing) attorn to the lessor under the ground lease, master lease or mortgage, or the purchaser at the foreclosure sale, as the case may be.

10.03 **Estoppel Certificate or Three Party Agreement.** Within thirty (30) days following Tenant's receipt of a written request from Landlord, Tenant shall execute commercially reasonable estoppel certificates addressed to or enter into a commercially reasonable three-party agreement with (i) any mortgagee or prospective mortgagee of Landlord, (ii) any purchaser or prospective purchaser of all or any portion of, or interest in, the Building, or (iii) any investor in the Building, certifying to the best of Tenant's knowledge (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying such modifications and certifying that this Lease, as modified, is in full force and effect); (ii) the dates to which the Base Rental and any and all Additional Rental has been paid; (iii) that the Landlord is not in default under any provision of this Lease (or if Landlord is in default, specifying each such default); (iv) the address to which notices to Tenant shall be sent; and (v) other matters as such mortgagee(s), purchaser(s), or investor(s) may reasonably require, and agreeing to such notice provisions and other matters as such third party may reasonably require.

ARTICLE XI.
ASSIGNMENT AND SUBLETTING

11.01 **Assignment By Landlord.** Landlord or any successor-in-interest to Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and in such event and upon the transferee's Landlord's written assumption of the transferor's Landlord's obligations thereafter accruing hereunder (any such transferee to have the benefit of, and be subject to, the provisions and limitations of Section 12.03) no further liability or obligation shall thereafter accrue against the transferor Landlord hereunder with respect to any breaches that occur after the effective date of any such transfer (but the transferor Landlord shall remain liable for any breaches or defaults that occur prior to the effective date of any such transfer). Upon request by transferor Landlord, Tenant agrees to execute a commercially reasonable certificate certifying such facts (if true) as

transferor Landlord may reasonably require in connection with any such assignment by transferor Landlord.

11.02 **Assignment/Sub-Lease by Tenant.** Tenant shall not, without the express prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, denied or delayed, (i) assign all or any portion of this Lease to any third party, or (ii) sublet, office share or grant any other right of occupancy to all or any portion of the Leased Premises to any third party, so long as Tenant remains liable for the payment of all Rent under this Lease and the performance of all other obligations of Tenant under this Lease to the extent such performance by Tenant is allowable by applicable law. Notwithstanding the foregoing, Tenant may (x) contract with third parties and/or (y) sublease a portion of the Leased Premises to third parties (with written notice thereof to Landlord's designated representative), to perform physical therapy services (or other services permitted by this Lease) in the Leased Premises, provided such third parties shall be required to comply with all terms of this Lease. In the event of any sublease of all or any portion of the Leased Premises or an assignment of this Lease, the renewal options set forth in Section 2.05 of this Lease shall be of no further force and effect (except as expressly provided below). Notwithstanding the foregoing provisions of this Section 11.02 to the contrary, (a) Tenant shall be authorized, without the consent of the Landlord (but upon providing Landlord with prior written notice thereof), to assign all or any portion of this Lease, or sublet, office share or grant any other right of occupancy to all or any portion of the Leased Premises, to any affiliated party of the Tenant so long as Tenant remains liable for the payment of all Rent under this Lease and the performance of all other obligations of Tenant under this Lease to the extent such performance by Tenant is allowable by applicable law, and provided that each such assignee, sublessee or grantee shall be required to comply with all of the terms of this Lease and (b) Landlord shall not unreasonably withhold, condition or delay its consent to permit any assignee, sublessee or grantee described in the foregoing item (a) from exercising the renewal options contained in Section 2.05 of this Lease, so long as such assignee, sublessee or grantee otherwise complies with the terms of Section 2.05 of this Lease.

ARTICLE XII.
DEFAULT AND REMEDIES

12.01 **Default by Tenant.** If (i) default shall be made in the payment of any sum to be paid by Tenant under this Lease, and default shall continue for ten (10) days, or (ii) default shall be made in the performance of any of the other covenants or conditions that Tenant is required to observe and to perform, and such default shall continue for twenty (20) days (unless such default is not reasonably susceptible of being cured within such twenty (20) day period, then Tenant shall have such additional period of time as is reasonably necessary to complete the cure of such default provided that Tenant commences to cure such default within such twenty (20) day period, and thereafter diligently prosecutes the cure to completion), or (iii) if the interest of Tenant under this Lease shall be levied on under execution or other legal process, or (iv) if any petition shall be filed by or against Tenant to declare Tenant a bankrupt, or (v) if Tenant be declared insolvent according to law, or (vi) if any material assignment of Tenant's assets shall be made for the benefit of creditors, or (vii) if a receiver or trustee is appointed for Tenant or a material portion of Tenant's assets, or (viii) if Tenant shall abandon the Leased Premises during the Term or any renewals or extensions thereof without the prior written consent of the Landlord, which such consent shall not be unreasonably withheld, conditioned, denied or delayed ("Events of

Default"), then Landlord may treat the occurrence of any one or more of the foregoing Events of Default as a breach of this Lease (provided that none of the matters described in subsections (iii) through (viii) above shall constitute a breach of this Lease if Tenant shall use reasonable efforts to vigorously contest or seek to resolve, remove or vacate the same by appropriate actions or proceedings, and shall resolve, remove or vacate the same within ninety (90) days from the date of its creation, service, filing or occurrence) and thereupon, at Landlord's option, may have any one or more of the following described remedies (but in all cases subject to the terms, conditions and limitations of the last sentence of Section 12.03) in addition to all other rights and remedies provided at law or in equity:

A. Landlord may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the reasonable cost of recovering the Leased Premises, (ii) the unpaid Rent earned under this Lease at the time of termination, plus interest thereon at the Maximum Rate thereon from the due date until paid, (iii) the discounted present value (utilizing a discount factor of eight percent (8%) per annum) of the Rent for the then remaining Term *less* the discounted present value (utilizing a discount factor of eight percent (8%) per annum) of the fair market rental value of the Leased Premises for the then remaining Term and (iv) and any other reasonable sum of money and damages owed by Tenant to Landlord.

B. Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible entry or detainer suit or otherwise, and without terminating this Lease, in which event Landlord may, relet the same for the account of Tenant for such rent and upon such terms as shall be reasonably satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to make any repairs occasioned by the negligence of Tenant and make Building standard changes, alterations, or additions in or to the Leased Premises that may be reasonably required by a new tenant under an executed lease agreement for the Leased Premises, and (a) if Landlord shall fail or refuse to relet the Leased Premises, or (b) if the same are relet and a sufficient sum shall not be realized from such reletting after paying (i) the unpaid Rent due hereunder earned but unpaid at the time of reletting plus interest thereon at the Maximum Rate thereon, (ii) the reasonable cost of recovering possession of the Leased Premises, (iii) all of the reasonable costs and expenses of such repairs and Building standard changes, alterations, and additions, and (iv) the reasonable expense of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease to be paid, then, in the case of Section 12.01.B(a) hereinabove, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for such period or periods, or, in the case of Section 12.01.B(b) hereinabove, if the Leased Premises have been relet, the Tenant shall satisfy and pay any such deficiency upon written demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 12.01.B from time to time, and that no delivery to or recovery of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord (provided, however, Tenant shall be given full credit against all such sums owing to Landlord and all such judgments, equal to all sums recovered by Landlord whether from reletting or otherwise), nor shall such reletting be construed as an election on the part of

Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. All past due Rent and other amounts due hereunder shall bear interest at the Maximum Rate.

12.02 **Non-Waiver**. Failure of Landlord or Tenant to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default nor constitute a waiver of any future default, but the non-defaulting party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Neither the acceptance by the non-defaulting party of any payment hereunder, whether or not any default hereunder by the defaulting party is then known to the non-defaulting party, nor any custom or practice followed in connection with this Lease, shall constitute a waiver of any of the defaulting party's obligations under this Lease.

12.03 **Limitation Of Landlord's Personal Liability**. It is understood and agreed by Landlord and Tenant that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the period of Landlord's and its successors respective ownership of the Landlord's interest hereunder; provided, however, Landlord, its successors and assigns, shall remain liable for any breaches that occur during the respective ownership of the Landlord's or Landlord's successors' or assigns', as applicable, interest under this Lease even if such breaches are not discovered or realized by Tenant, its successors or permitted assigns, or any action or proceeding is not brought by Tenant, its successors or permitted assigns, until after their respective ownership ends. Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord, it being agreed by Landlord and Tenant that Landlord's (or its successor's) partners, shareholders, officers, directors and employees shall never be personally liable for any such judgment. The provisions contained in the foregoing sentence are not intended to, and shall not, limit any right that Tenant, its successors or permitted assigns, might otherwise have (i) to obtain injunctive relief against Landlord or Landlord's successors or assigns, (ii) to bring any other action not involving the personal liability of Landlord to respond in monetary damages from assets other than Landlord's interest in the Building, or (iii) bring any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord or Landlord's successors or assigns, or in connection with condemnation awards or proceeds. **LANDLORD'S AND TENANT'S DUTIES, REPRESENTATIONS AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LEASE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO DUTIES, REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LANDLORD OR TENANT OTHER THAN THOSE CONTAINED IN THIS LEASE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL LANDLORD, TENANT OR THEIR RESPECTIVE RELATED PARTIES, EVER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES, FOR ANY DEFAULTS, BREACHES OR**

OTHER MATTERS AT ANY TIME ARISING OUT OF OR RELATING TO THIS LEASE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.

ARTICLE XIII.
MISCELLANEOUS

13.01 **Entire Agreement.** This Lease contains the entire agreement of the parties pertaining to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both oral and written, of the parties in connection therewith. No other written or oral promises or representations have been made and none have been relied upon, and none shall be binding upon the parties hereto. This lease supersedes and replaces any previous lease between the parties with respect to the Project, including any renewals or extensions thereunder. Landlord's and Tenant's respective officers, agents, attorneys, contractors, and employees do not and will not have authority to (a) make exceptions, changes, or amendments to this Lease or factual representations not expressly contained in this Lease, (b) waive any right, requirement, or provision of this Lease, or (c) release Tenant or Landlord, as the case may be, from all or part of this Lease, unless such action is in writing. The parties executing this Lease expressly warrant and represent that, before executing this Lease, said parties have fully informed themselves of its terms, contents, conditions, and effects, that in executing this Lease the parties hereto have had the benefit of advice of attorneys of their own choosing, and that no promise or representation of any kind has been made to any parties hereto or anyone acting for any parties hereto, except as is expressly stated in this Lease. The parties executing this Lease have relied solely and completely upon their own judgment and the advice of their own attorneys in entering into this Lease.

13.02 **Amendment.** This Lease may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

13.03 **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

13.04 **Successors.** Subject to the limitations and conditions set out elsewhere in this Lease, this Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, legal representatives, successors, and permitted assigns and/or sublessees.

13.05 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable for, and there shall be excluded from the computation for any such period of time, any delays due to weather, strikes, riots, Acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party (collectively, **"Force Majeure"**).

13.06 **Notice.** Except as otherwise provided in this Lease, any statement, notice, demand, or other communication that Landlord or Tenant gives to the other is sufficient if the

notice is (i) hand delivered, (ii) sent by registered or certified mail, return receipt requested, or (iii) delivered by third party commercial delivery service, in each instance addressed to the parties to be notified at the addresses for such party specified at the beginning of this Lease. Each notice given in accordance with this Section 13.06 is effective when actually received by the addressee with written evidence of receipt if it is hand delivered or delivered by third party commercial delivery service or when deposited in a receptacle of the United States mail if it is mailed. Either party hereto may change their address for notices by giving the other party at least thirty (30) days prior written notice of the new address.

13.07 **Captions.** The captions in this Lease are inserted as a matter of convenience for reference purposes. They do not define, limit, or describe the scope or the intent of any provision of this Lease.

13.08 **Number and Gender.** All genders used in this Lease include the other genders. The singular includes the plural, and the plural includes the singular.

13.09 **Brokers.** Tenant and Landlord hereby warrant and represent to the other that they have not dealt with any brokers or intermediaries entitled to any compensation in connection with this Lease or Tenant's occupancy of space in the Leased Premises. Each party hereby agrees to hold the other party, and their respective agents, officers, attorneys, shareholders, directors, corporate parents, subsidiaries, partners, joint venturers, trustees, and employees, harmless from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) arising from any claim for any commissions or other fees by any broker or agent acting or purporting to have acted on behalf of such party.

13.10 **Entire Agreement.** All Exhibits attached to this Lease are incorporated in and made a part of this Lease for all purposes. This Lease, together with all Exhibits attached to it, contains the entire agreement between Landlord and Tenant with respect to the subject matter in this Lease.

13.11 **Construction.** The terms and provisions of this Lease may not be construed against or in favor of either party merely because that party is the **"Landlord"** or the **"Tenant"** or because that party or its counsel drafted this Lease.

13.12 **Time is of the Essence.** Time is of the essence and all performance due dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided.

13.13 **Attorney's Fees.** In the event Landlord or Tenant makes default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease that continues beyond any applicable notice and cure periods or other grace periods provided in this Lease, and the non-defaulting party places the enforcement of this Lease, or any part hereof, or the collection of any sums due, or to become due hereunder, or recovery of the possession of the Leased Premises, in the hands of an attorney, or files suit upon same, the defaulting party agrees to pay to the non-defaulting party reasonable attorney's fees and expenses, plus court costs.

13.14 **No Warranties.** TENANT HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION 13.14 SHALL (i) WAIVE, MODIFY, OR OTHERWISE AMEND ANY WARRANTIES OR REPRESENTATIONS MADE BY ANY THIRD PARTIES WITH RESPECT TO THE CONSTRUCTION, DESIGN, INSTALLATION, OPERATION, MAINTENANCE, AND OTHER ASPECTS OF ANY OF THE TENANT IMPROVEMENTS, OR (ii) ANY LATENT DEFECTS IN THE TENANT IMPROVEMENTS, LEASED PREMISES, BUILDING OR PROJECT WHICH MAY HEREAFTER RENDER THE LEASED PREMISES UNINHABITABLE OR UNTENANTABLE.

13.15 **Remedies Cumulative.** All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law or equity.

13.16 **Governing Law: Venue.** This Lease shall be construed and enforced in accordance with the internal laws of the State of Texas without regard to choice of law or conflicts of law rules. Harris County, Texas shall be the only proper place of venue for any suit, action or other proceeding at any time arising out of or relating to this Lease.

13.17 **Board of Managers.** Landlord agrees that so long as Tenant is not in default under this Lease beyond any applicable notice and cure period or other grace period provided for in this Lease, an executive officer of Tenant will have the right to be a member of Landlord's board of managers for the Building.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date aforesaid.

LANDLORD:

YMCA OF THE GREATER HOUSTON AREA,
a Texas nonprofit organization

By: C. Wayne Brewer
Name: C. WAYNE BREWER
Title: EXECUTIVE VICE PRESIDENT

TENANT:

MEMORIAL HERMANN HOSPITAL SYSTEM,
a Texas not-for-profit corporation

By: _____
Name: Marshall B. Heins
Title: Chief Facility Services Officer

Recommended for Approval on 1/26, 2007

By: _____
Name: Kirk Guilanshah, CCIM, CPM
Title: System Executive, Real Estate
Memorial Hermann Healthcare System

DJA
1/31/07

Approved as to Form on behalf of Tenant on
Jan. 24, 2007

MUNSCH HARDT KOPF & HARR, P.C.

By: David A. Springhetti
Name: David A. Springhetti,
Shareholder

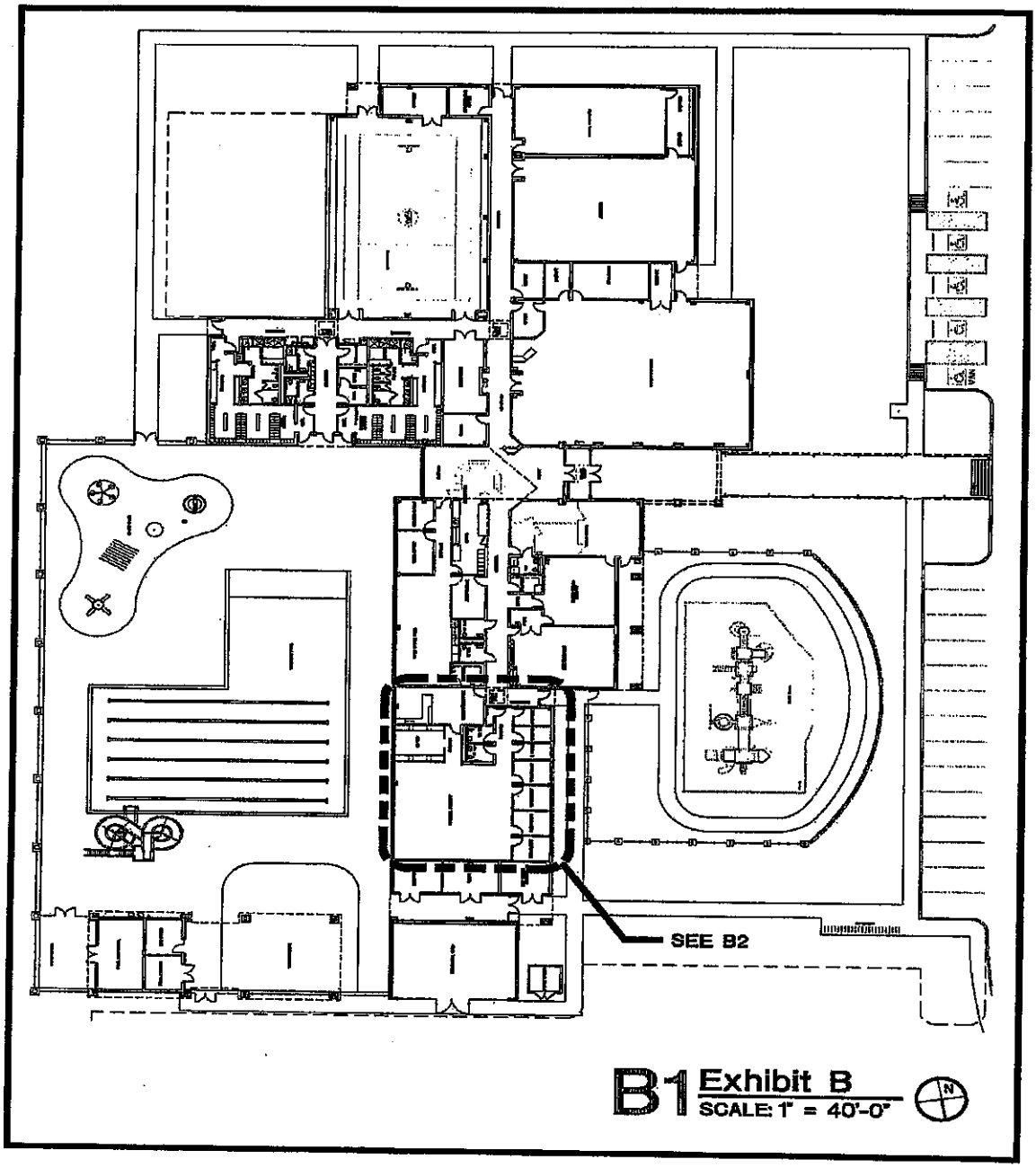
EXHIBIT A

PROPERTY DESCRIPTION

Lot 2 of the Alvin Recreation Facility, according to the recorded map or plat thereof in Volume 24, Page 350 of the Plat Records, Brazoria County, Texas.

EXHIBIT B

FLOOR PLAN



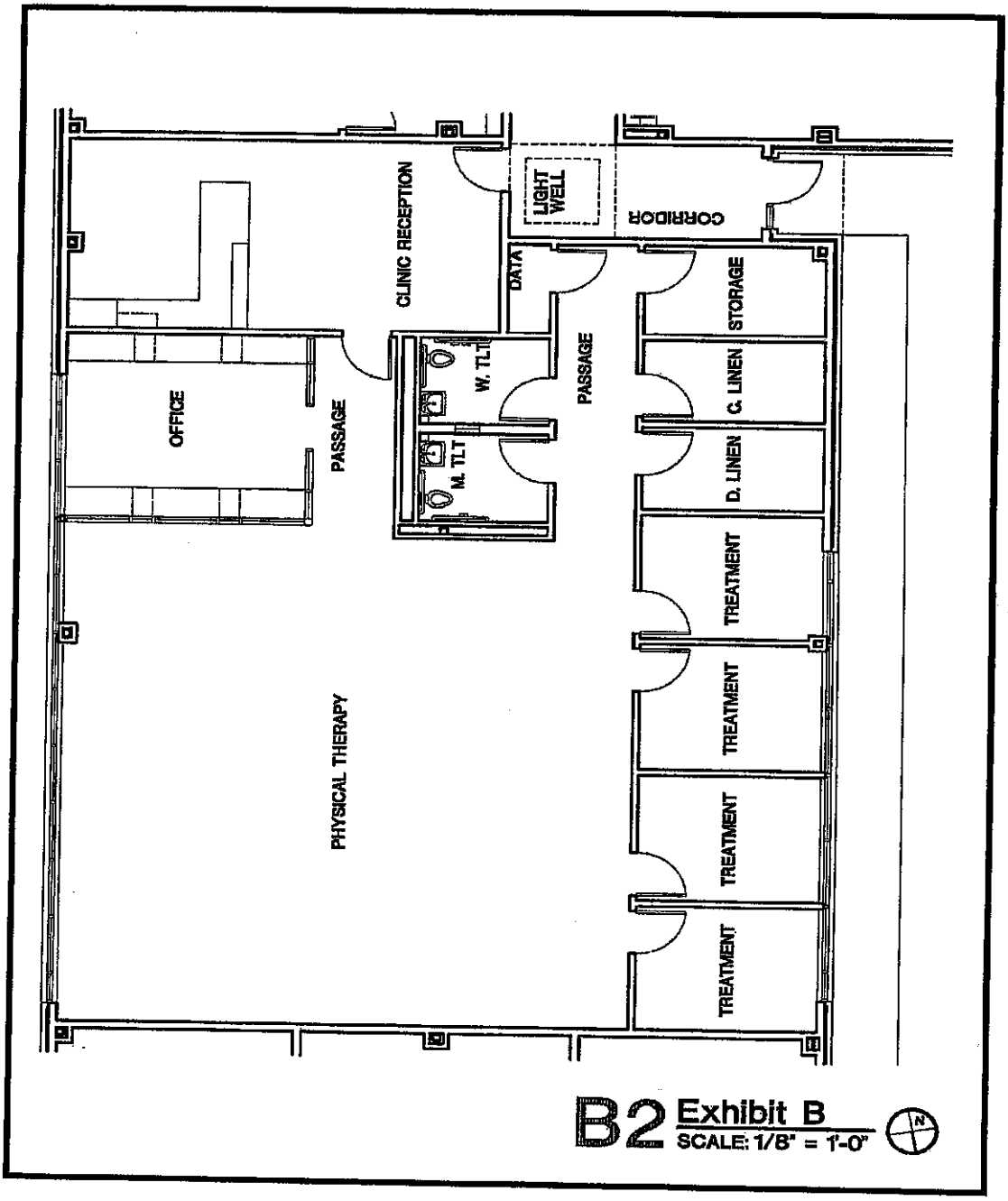

CLINIC RECEPTION
LIGHT WELL
CORRIDOR
DATA
STORAGE
W. TLT
PASSAGE
C. LINEN
OFFICE
PASSAGE
M. TLT
D. LINEN
TREATMENT
TREATMENT
PHYSICAL THERAPY
TREATMENT
TREATMENT
B2 Exhibit B
SCALE: 1/8" = 1'-0"
N

EXHIBIT C

CONFIRMATION OF COMMENCEMENT DATE
AND ACCEPTANCE OF PREMISES

The undersigned Landlord and Tenant agree that:

1. Except for those items shown on the attached "**punch list**", Landlord has fully completed the construction work required of Landlord under the terms of that certain Lease Agreement by and between the undersigned Landlord and Tenant dated effective as of January 19, 2007 (the "Lease"), subject to latent defects. All defined terms used in this Confirmation shall have the same meaning as set forth for each such term in the Lease.

2. Landlord will remedy the items shown the "**punch list**" within 30 days after the date of this Confirmation.

3. The Leased Premises are tenantable, Landlord has no further obligation for construction (except as specified above), and Tenant acknowledges that the Leased Premises are satisfactory in all respects, subject to latent defects.

4. The Commencement Date of the Lease is January 22, 2007.

5. The Expiration Date of the Lease is January 31, 2017.

All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

Agreed and executed this 31st day of January, 2007.

LANDLORD:

YMCA OF THE GREATER HOUSTON AREA,
a Texas not-for-profit corporation

By: C. Wayne Brewer
Name: C. Wayne Brewer
Title: Executive Vice President

TENANT:

MEMORIAL HERMANN HOSPITAL SYSTEM,
a Texas not-for-profit corporation

By:
Name: Marshall B. Heins
Title: Chief Facility Services Officer

DJA 1/31/07

EXHIBIT E

OCCUPANCY COSTS EXCLUSIONS

"Occupancy Costs" shall not include any of the following:

(a) Leasing commissions, attorneys' fees, costs, and other expenses incurred in connection with leasing space in the Project.

(b) Advertising and promotional expenditures for leasing and marketing the Project.

(c) Costs incurred by Landlord in the discharge of its obligations for tenant improvements, if any.

(d) Costs (including permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting, or redecorating vacant space or space for tenants or prospective tenants of the Project.

(e) Any cost or expense to the extent that Landlord is entitled to payment or reimbursement from any tenant (including Tenant), insurer, governmental or quasi-governmental authority, or other person (other than through payment of its proportionate share of Occupancy Costs) or for which any tenant (including Tenant) or other occupant pays third persons.

(f) Any depreciation and amortization on the Project.

(g) Except to the extent described in **Exhibit D, Paragraph (vi)**, costs incurred by Landlord for replacements, installations, improvements or repairs which are considered to be capital in nature pursuant to generally accepted accounting principals consistently applied.

(h) Debt service on any mortgages or other debt, or rent on any ground or underlying lease or other similar financing device.

(i) Expenses and costs of encapsulation, removal, replacement, repair, or abatement of any hazardous or toxic materials or substances (including, without limitation, asbestos containing materials) within the Leased Premises or the Project.

(j) Costs, fees, fines, expense, penalties and interest incurred due to the violation by Landlord, any of Landlord's related parties, or any other tenant or occupant, of any codes, laws, statutes, regulations, ordinances or other governmental rules or requirements, or the terms and conditions of any lease or license pertaining to the Project.

(k) Interest and penalties due to late payments of taxes, utility bills, or other such costs.

EXHIBIT D

OCCUPANCY COSTS

"Occupancy Costs" means all expenses, costs and disbursements of every kind and nature relating to or incurred or paid in connection with the ownership and operation of the Project, computed on an accrual basis and determined in accordance with generally accepted accounting principles consistently applied, including but not limited to the following:

(i) wages and salaries of all persons engaged in the operation, maintenance or access control of the Project, including all taxes, insurance, and benefits relating thereto;

(ii) the cost of all supplies, tools, equipment, and materials used in the operation and maintenance of the Project;

(iii) the cost of all utilities for the Project, including but not limited to the cost of water and power for heating, lighting, air conditioning, and ventilating the Project (excluding those costs billed to specific tenants);

(iv) the cost of all maintenance and service agreements for the Project and the equipment therein, including but not limited to access control, window cleaning, elevator maintenance, and janitorial service;

(v) the cost of repairs and general maintenance, excluding (a) repairs and general maintenance paid by proceeds of insurance, by Tenant or by other third parties, and (b) alterations attributable solely to tenants of the Project;

(vi) amortization (together with reasonable financing charges) of the cost of capital investment items that are installed primarily for the purpose of reducing Occupancy Costs, promoting safety, or complying with governmental requirements;

(vii) the cost of all insurance relating to the Project, including but not limited to the cost of casualty, rental loss and liability insurance applicable to the Project and Landlord's personal property used in connection therewith and the cost of deductibles paid on claims made by Landlord;

(viii) all taxes, assessments, and governmental charges, whether directly paid by Landlord, whether federal, state, county, or municipal and whether imposed by taxing districts or authorities presently taxing the Project or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Project or its operation, excluding, however, federal and state taxes on income, death taxes, franchise taxes, and any taxes imposed or measured on or by the income of Landlord from the operation of the Project (excluding ad valorem taxes on the Project determined by reference to Landlord's income from the Project) or imposed in connection with any change of ownership of the Project; provided, however, that if at any time during the Term, the present method of taxation or assessment shall be so changed that the whole or any part of the taxes, assessments, levies, impositions or charges now levied, assessed or imposed on real estate and the improvements thereof shall be changed and as a substitute therefore, or in lieu of an

addition thereto, taxes, assessments, levies, impositions, or charges shall be levied, assessed, or imposed wholly or partially as a capital levy or otherwise on the rents received from the Project or the Rent reserved herein or any part thereof, then such substitute or additional taxes, assessments, levies, impositions or charges, to the extent so levied, assessed, or imposed, shall be deemed to be included within the Occupancy Costs to the extent that such substitute or additional tax would be payable if the Project were the only property of the Landlord subject to such tax;

(ix) all landscape maintenance costs for the Project;

(x) any lease payments made by Landlord for any equipment used in the operation or maintenance of the Project, excluding, however, any part of such lease payments that constitutes capital expenditures under generally accepted accounting principles, except as provided in clause (vi) above; and

(xi) Landlord's (or Landlord's managing agent's) accounting and audit costs and attorneys' fees applicable to the Project.

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Engineering **Contact:** Shana Church, Assistant City Engineer

Agenda Item: Consider a final plat of Preservation Creek Phase 1, Section 2, being a planned unit development of 19.61 acres situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On April 15, 2025, the Engineering Department received a final plat of Preservation Creek Phase 1, Section 2, for review. The property is located along the south side of Farm to Market 1462 one mile east of the SH-288 intersection, being a Planned Unit Development of 19.61 acres containing 77 lots, 6 reserves and 2 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by City Council.

The City Planning Commission approved the plat unanimously at their meeting on May 20, 2025.

Staff recommends approval of the plat.

Funding Expected: Revenue _ Expenditure _ N/A _X_ **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A X Required **Date Completed:** 5/29/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Preservation Creek Section 2; Final Plat

Recommendation: Move to approve a final plat of Preservation Creek Phase 1, Section 2, being a planned unit development of 19.61 acres situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: X__ Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X_ Reviewed by City Manager, if applicable: X

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, WB PC Phase I LLC, a Texas Limited Liability Company, acting by and through Ting Qiao, Manager, of WB PC Phase I LLC, a Texas Limited Liability Company hereinafter referred to as Owners (whether one or more) of the 19.61 acre tract described in the above and foregoing map of Preservation Creek Phase 1, Section 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners of hereby certify that we are the Owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Preservation Creek Phase 1, Section 2, 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.

IN TESTIMONY WHEREOF, the WB PC Phase I LLC, a Texas Limited Liability Company has caused these presents to be signed by Ting Qiao, Manager of WB PC Phase I LLC, a Texas Limited Liability Company, thereunto authorized, this __ day of __________, 202__.

OWNER

WB PC Phase I LLC,
a Texas Limited Liability Company,
its Authorized Agent

BY: ____________________
Print Name: Ting Qiao
Title: Manager

STATE OF TEXAS §

COUNTY OF _________ §

BEFORE ME, the undersigned authority, on this day personally appeared Ting Qiao, Manager of WB PC PHASE I LLC a Texas Limited Liability Company known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ______________, 202__.

____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires__________

We, WB Opportunity Fund V LP, a Texas limited partnership, owner and holder of a lien against the property described in the plat known as "Preservation Creek Phase 1, Section 2", said lien being evidenced by instrument of record in Brazoria County Clerk's file No. 2024047608 of the official records of Brazoria County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown in this section to said plat and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

WB Opportunity Fund V LP,
a Texas limited partnership

By: ______________________________.

Print name: ______________________________.

Title: ______________________________.

BEFORE ME, the undersigned authority, on this day personally appeared _________________ __________________, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 202_.

____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires__________

I, Randal A. Kingery, II, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"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."

Randal A. Kingery, II,
Registered Professional Land Surveyor
Texas Registration No. 7035

APPROVED BY CITY COUNCIL OF CITY OF ALVIN, TEXAS THIS _____ DAY OF _____________, 202_

____
Gabe Adame, Mayor

____
Michelle H. Segovia, P.E., CFM, City Engineer

____
Dixie Roberts, TRMC, City Secretary

METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK PHASE 1,
SECTION 2
BEING 19.61 ACRES OF LAND SITUATED IN
C.M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 19.61 ACRE TRACT OF LAND SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 362.31 ACRE TRACT OF LAND CONVEYED TO WB PC PHASE I LLC RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2024047607; SAID 19.61 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950) and marking the northerly common corner of said 362.31 acre tract of land and that certain 87.78 acre tract of land recorded under B.C.C.F. NO. 2024045335, from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet, from which a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" called for and found marking the northwesterly corner of said 362.31 acre tract bears North 85°40'14" East, 1,117.57 feet;

THENCE, South 02°08'49" East, along the common line of said 362.31 acre tract and said 87.78 acre tract of land for a distance of 1,591.19 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwesterly corner and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 87°51'11" East, for a distance of 206.70 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, North 88°56'37" East, for a distance of 139.84 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

3) THENCE, North 84°55'20" East, for a distance of 108.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

4) THENCE, North 80°50'15" East, for a distance of 127.39 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

5) THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 1,940.00 feet, a central angle of 13°26'07", an arc length of 454.91 feet, and a chord bearing of South 15°10'53" East, for a distance of 453.87 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;

6) THENCE, in a southwesterly direction along the arc of said compound curve to the right having a radius of 25.00 feet, a central angle of 81°58'21", an arc length of 35.77 feet, and a chord bearing of South 32°31'21" West, for a distance of 32.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

7) THENCE, in a southwesterly direction along the arc of said reverse curve to the left having a radius of 330.00 feet, a central angle of 04°26'05", an arc length of 25.54 feet, and a chord bearing of South 71°17'29" West, for a distance of 25.54 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 20°55'34" East, for a distance of 60.00 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;

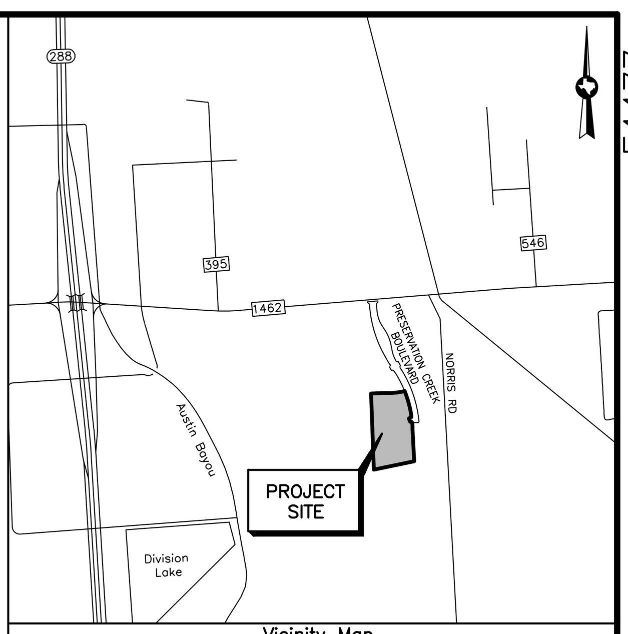
9) THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 105°49'27", an arc length of 46.17 feet, and a chord bearing of South 58°00'51" East, for a distance of 39.89 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;

10) THENCE, in a southeasterly direction along the arc of said compound curve to the right having a radius of 1,940.00 feet, a central angle of 02°14'21", an arc length of 75.82 feet, and a chord bearing of South 03°58'57" East, for a distance of 75.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

11) THENCE, South 02°51'46" East, for a distance of 587.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

12) THENCE, South 78°06'46" West, for a distance of 712.40 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the aforementioned common line of said 362.31 acre tract and said 87.78 acre tract of land;

13) THENCE, North 02°08'49" West, with the said common line of said tracts for a distance of 1,320.48 feet to the POINT OF BEGINNING and containing 19.61 acres of land.



Vicinity Map
SCALE 1"=0.5 Mi KeyMap®No. 728U

BENCHMARK:

1. NGS M 692 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 1.9 miles south of Rosharon.
Elev.: 45.88' NAVD 1988, GEOID 18

2. NGS A 803 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 0.9 miles south of Bonney.
Elev.: 44.62' NAVD 1988, GEOID 18

BLOCK	LOT	SQ. FEET	LOT WIDTH	GP LAND USE	PUD LAND USE
1	1	9,001	63.00'	SF	SFR
1	2	7,540	52.00'	SF	SFR
1	3	7,540	52.00'	SF	SFR
1	4	7,540	52.00'	SF	SFR
1	5	8,798	52.76'	SF	SFR
1	6	15,950	50.63'	SF	SFR
1	7	11,152	51.41'	SF	SFR
1	8	6,538	51.05'	SF	SFR
1	9	6,545	51.00'	SF	SFR
1	10	6,526	51.00'	SF	SFR
1	11	6,679	51.00'	SF	SFR
1	12	7,006	51.00'	SF	SFR
1	13	6,677	50.00'	SF	SFR
1	14	6,113	50.00'	SF	SFR
1	15	9,585	58.83'	SF	SFR
1	16	6,939	51.81'	SF	SFR
1	17	6,465	50.00'	SF	SFR
1	18	6,431	52.28'	SF	SFR
1	19	6,431	52.28'	SF	SFR
1	20	6,464	52.28'	SF	SFR
1	21	7,939	63.10'	SF	SFR
1	22	7,479	61.00'	SF	SFR
1	23	6,326	50.00'	SF	SFR
1	24	6,834	50.20'	SF	SFR
1	25	7,131	50.00'	SF	SFR
1	26	7,207	50.00'	SF	SFR
1	27	7,665	50.00'	SF	SFR
1	28	8,462	50.00'	SF	SFR
2	1	9,001	63.00'	SF	SFR
2	2	8,265	57.00'	SF	SFR
2	3	8,265	57.00'	SF	SFR
2	4	8,265	57.00'	SF	SFR
2	5	8,265	57.00'	SF	SFR
2	6	8,265	57.00'	SF	SFR
2	7	7,576	52.25'	SF	SFR
2	8	7,250	50.00'	SF	SFR
2	9	7,250	50.00'	SF	SFR
2	10	7,250	50.00'	SF	SFR
2	11	7,250	50.00'	SF	SFR
2	12	9,038	50.02'	SF	SFR
2	13	18,323	50.63'	SF	SFR
2	14	13,207	51.07'	SF	SFR
2	15	6,365	50.01'	SF	SFR
2	16	7,796	61.00'	SF	SFR
3	1	7,796	61.00'	SF	SFR
3	2	6,500	50.00'	SF	SFR
3	3	6,500	50.00'	SF	SFR
3	4	6,500	50.00'	SF	SFR
3	5	6,500	50.00'	SF	SFR
3	6	6,532	50.00'	SF	SFR
4	1	8,661	66.00'	SF	SFR
4	2	6,993	55.00'	SF	SFR
4	3	8,579	78.78'	SF	SFR
4	4	8,617	79.61'	SF	SFR
4	5	8,602	79.61'	SF	SFR
4	6	8,275	76.71'	SF	SFR
4	7	8,300	76.71'	SF	SFR
4	8	7,397	63.14'	SF	SFR
4	9	6,993	55.00'	SF	SFR
4	10	7,065	55.00'	SF	SFR
4	11	8,079	61.37'	SF	SFR
4	12	6,584	50.00'	SF	SFR
4	13	6,535	50.00'	SF	SFR
4	14	6,250	50.00'	SF	SFR
4	15	6,250	50.00'	SF	SFR
4	16	6,250	50.00'	SF	SFR
4	17	6,319	50.00'	SF	SFR
4	18	8,726	75.43'	SF	SFR
4	19	9,600	61.03'	SF	SFR
4	20	7,135	50.00'	SF	SFR
4	21	8,896	50.79'	SF	SFR
4	22	13,356	50.63'	SF	SFR
4	23	9,815	50.63'	SF	SFR
4	24	9,679	50.63'	SF	SFR
4	25	8,874	51.20'	SF	SFR
4	26	7,026	50.00'	SF	SFR
4	27	9,223	60.50'	SF	SFR

1) LOT WIDTH MEASURED AT THE FRONT BUILDING LINE.
2) LOT WIDTHS ON A CONVEX CURVE OF A STREET ARE MEASURED WITH A LINE TANGENT TO EITHER THE MIDPOINT OR THE MOST CONVEX POINT OF THE THE BUILDING LINE.

FINAL PLAT OF PRESERVATION CREEK PHASE 1, SECTION 2

BEING A PLANNED UNIT DEVELOPMENT OF 19.61 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

77 LOTS 4 BLOCKS 2 RESERVES

OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

MAY 14, 2025

EHRA
ENGINEERING THE FUTURE
SINCE 1936

**10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300**

JOB NO. 211-084-02

SHEET 1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°51'11"E	206.70'
L2	N88°56'37"E	139.84'
L3	N84°55'20"E	108.00'
L4	N80°50'15"E	127.39'
L5	S20°55'34"E	60.00'
L6	S04°08'12"E	239.10'
L7	N04°48'15"E	7.00'
L8	N37°54'50"E	1.83'
L9	S48°03'32"E	5.45'
L10	N10°18'21"W	5.00'
L11	N29°03'25"E	20.00'
L12	N60°46'26"W	16.26'
L13	S58°02'06"E	20.00'
L14	S30°41'37"E	28.42'
L15	S37°12'41"E	25.00'
L16	S85°10'39"E	51.09'
L17	S67°50'01"E	51.06'
L18	S51°41'21"E	51.15'
L19	S34°30'57"E	49.33'
L20	S17°46'29"E	49.19'
L21	N65°09'15"E	47.32'
L22	S79°13'17"W	78.65'
L23	N83°02'08"E	26.90'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1,940.00'	454.91'	13°26'07"	S15°10'53"E	453.87'
C2	25.00'	35.77'	81°58'21"	S32°31'21"W	32.79'
C3	330.00'	25.54'	4°26'05"	S71°17'29"W	25.54'
C4	25.00'	46.17'	105°49'27"	S58°00'51"E	39.89'
C5	1,940.00'	75.82'	2°14'21"	S03°58'57"E	75.82'
C6	300.00'	121.92'	23°17'09"	S57°25'51"W	121.09'
C7	325.00'	499.22'	88°00'38"	S48°08'30"E	451.57'
C8	50.00'	71.78'	82°14'58"	S36°59'17"W	65.77'
C9	50.00'	87.04'	99°44'25"	N52°01'01"W	76.46'
C10	50.00'	77.34'	88°37'48"	N42°10'05"E	69.86'
C11	2,000.00'	290.47'	8°19'17"	S89°21'23"E	290.21'
C12	1,200.00'	150.03'	7°09'48"	N83°16'33"E	149.93'
C13	270.00'	55.94'	11°52'11"	S63°08'20"W	55.84'
C14	25.00'	41.59'	95°19'01"	S09°32'44"W	36.96'
C15	350.00'	207.55'	33°58'35"	S21°07'29"E	204.52'
C16	75.00'	107.66'	82°14'58"	S36°59'17"W	98.65'
C17	25.00'	39.27'	90°00'00"	S33°06'46"W	35.36'
C18	25.00'	39.27'	90°00'00"	N56°53'14"W	35.36'
C19	25.00'	10.14'	23°14'47"	S66°29'23"W	10.07'
C20	50.00'	127.46'	146°03'38"	N52°06'12"W	95.65'
C21	25.00'	10.07'	23°04'26"	N09°23'24"E	10.00'
C22	25.00'	39.27'	90°00'00"	N47°08'49"W	35.36'
C23	25.00'	39.27'	90°00'00"	N42°51'11"E	35.36'
C24	25.00'	10.89'	24°57'05"	N14°37'21"W	10.80'
C25	50.00'	120.50'	138°04'57"	N41°56'35"E	93.38'
C26	25.00'	10.69'	24°30'20"	S81°16'06"E	10.61'
C27	2,025.00'	232.90'	6°35'23"	N89°46'25"E	232.77'
C28	25.00'	23.63'	54°09'13"	N65°59'30"E	22.76'
C29	50.00'	240.62'	275°43'28"	S03°13'23"E	67.09'
C30	25.00'	18.00'	41°14'48"	N65°59'03"W	17.61'
C31	1,975.00'	238.17'	6°54'34"	S89°56'16"W	238.03'
C32	25.00'	38.67'	88°37'48"	S42°10'05"W	34.93'
C33	25.00'	39.27'	90°00'00"	S47°08'49"E	35.36'
C34	350.00'	224.89'	36°48'56"	S73°44'21"E	221.04'
C35	25.00'	31.34'	71°49'47"	N88°45'13"E	29.33'
C36	330.00'	93.51'	16°14'06"	N60°57'23"E	93.19'
C37	25.00'	35.89'	82°14'58"	S36°59'17"W	32.88'
C38	25.00'	43.52'	99°44'25"	N52°01'01"W	38.23'
C39	25.00'	37.85'	86°45'03"	N41°13'43"E	34.34'
C40	1,225.00'	53.86'	2°31'09"	N83°20'40"E	53.86'
C41	25.00'	18.17'	41°39'06"	S77°05'22"E	17.78'
C42	50.00'	240.61'	275°43'12"	N14°07'25"W	67.09'
C43	25.00'	23.83'	54°36'38"	S55°19'18"W	22.94'
C44	1,175.00'	34.74'	1°41'38"	S83°28'27"W	34.74'
C45	25.00'	40.81'	93°31'55"	N48°54'47"W	36.43'
C46	25.00'	39.27'	90°00'00"	N42°51'11"E	35.36'
C47	300.00'	460.82'	88°00'38"	S48°08'30"E	416.83'
C48	300.00'	73.10'	13°57'42"	N76°03'17"E	72.92'

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986546.

2. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone "X" (areas determined to be outside the 500-year floodplain) and Zone "A" (No Base Flood Elevations Determined).

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

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. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   BRS. indicates Bears
   ESMT indicates Easement
   FND. indicates Found
   NO. indicates Number.
   PG. indicates Page
   P.T.P indicates Pinch Top Pipe
   P.U.E. indicates Public Utility Easement
   P.O.B. indicates Point of Beginning
   P.O.C. indicates Point of Commencing
   R.O.W. indicates Right-Of-Way.
   R= indicates Radius.
   RES. indicates Reserve
   SF indicates Single Family
   SFR indicates Single Family Residential
   SQ. FT. indicates Square Feet.
   U.E. indicates Utility Easement.
   VOL. indicates Volume
   "F" indicates Found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   indicates change in street name.

4. 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 any fences, buildings, plantings, or other obstructions.

5. The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D. No. 1, Angleton Independent School District, and Brazoria County Drainage District #5.

6. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-O.

7. All sidewalks shall be constructed in accordance with Planned Unit Development Ordinance 23-O.

8. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.

9. A one-year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City, shall be required.

10. All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.

11. The boundary for this plat has a closure in excess of 1:15,000.

12. Development regulations and City permits are required on all properties.

13. No building permits will be issued until all the storm drainage improvements, which may include detention, have been constructed.

14. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for street right-of-way purposes and the fee title there shall revert to and revest in the dedicator, his heirs, assigns, or successors.

15. This Subdivision may be Subject to an unlocated over and across pipeline easement granted in Volume 733, Page 44 of the Brazoria County Deed Records.

FINAL PLAT OF PRESERVATION CREEK PHASE 1, SECTION 2

BEING A PLANNED UNIT DEVELOPMENT OF 19.61 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

77 LOTS 4 BLOCKS 2 RESERVES

OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

MAY 14, 2025

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE & UTILITY PURPOSES	37,699 SQ.FT. / 0.8654 ACRES
B	LANDSCAPE, OPEN SPACE & UTILITY PURPOSES	27,620 SQ.FT. / 0.6341 ACRES
TOTAL		65,319 SQ.FT. / 1.4995 ACRES

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

JOB NO. 211-084-02

SHEET 2 OF 2

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Engineering **Contact:** Shana Church, Assistant City Engineer

Agenda Item: Consider a final plat of Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2, being a planned unit development of 10.06 acres situated in the C.M. Hays Survey, Abstract 534 and W.D.C. Hall Survey, Abstract 69, also being out of Lots 6 and 7 of the Kanawha Texas Company's subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On April 15, 2025, the Engineering Department received a final plat of Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2 for review. The property is located along the south side of Farm to Market 1462 one mile east of the SH-288 intersection, being a Planned Unit Development of 10.06 acres containing a public boulevard right-of-way dedication for the construction of Preservation Creek Boulevard, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023, and the General Plan previously approved by Council on December 7, 2023.

The City Planning Commission approved the plat unanimously at their meeting on May 20, 2025.

Staff recommends approval of the plat.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A X Required **Date Completed:** 5/29/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Preservation Creek Boulevard PH 2 Segment 2; Final Plat

Recommendation: Move to approve a final plat of Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2, being a planned unit development of 10.06 acres situated in the C.M. Hays Survey, Abstract 534 and W.D.C. Hall Survey, Abstract 69, also being out of Lots 6 and 7 of the Kanawha Texas Company's subdivision as recorded in Volume 2, Page 53 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: X
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

STATE OF TEXAS }

COUNTY OF BRAZORIA }

We, WB PC Phase I LLC, a Texas Limited Liability Company, acting by and through Ting Qiao, Manager, of WB PC Phase I LLC, a Texas Limited Liability Company hereinafter referred to as Owners (whether one or more) of the 10.06 acre tract described in the above and foregoing map of Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

IN TESTIMONY WHEREOF, the WB PC Phase I LLC, a Texas Limited Liability Company has caused these presents to be signed by Ting Qiao, Manager of WB PC Phase I LLC, a Texas Limited Liability Company, thereunto authorized, this __ day of _____, 202_.

OWNER

WB PC Phase I LLC,
a Texas Limited Liability Company,
its Authorized Agent

BY: _____
Print Name: Ting Qiao
Title: Manager

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared Ting Qiao, Manager of WB PC Phase I LLC a Texas Limited Liability Company known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202_.

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires_____

I, Randal A. Kingery, II, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"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."

_____
Randal A. Kingery, II,
Registered Professional Land Surveyor
Texas Registration No. 7035

APPROVED BY CITY COUNCIL OF CITY OF ALVIN, TEXAS THIS _____ DAY OF _____, 202_

_____ _____
Gabe Adame, Mayor Michelle H. Segovia, P.E., CFM, City Engineer

_____
Dixie Roberts, TRMC, City Secretary

We, WB Opportunity Fund V LP, a Texas limited partnership, owner and holder of a lien against the property described in the plat known as "Preservation Creek Phase 2, Preservation Creek Boulevard Segment 2,", said lien being evidenced by instrument of record in Brazoria County Clerk's file No. 2024047608 of the official records of Brazoria County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown in this section to said plat and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

WB Opportunity Fund V LP,
a Texas limited partnership

By: _____.
Print name: _____.
Title: _____.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202_.

_____
Notary Public in and for the
State of T E X A S
My Notary Commission Expires_____

METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK PHASE 2
PRESERVATION CREEK BOULEVARD SEGMENT 2
BEING 10.06 ACRES OF LAND SITUATED IN THE
C.M. HAYS SURVEY, ABSTRACT 534 AND
W.D.C. HALL SURVEY, ABSTRACT 69,
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 10.06 ACRE TRACT OF LAND SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534 AND W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 6 AND 7 OF THE KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS, BEING OUT OF THAT CERTAIN 362.31 ACRE TRACT OF LAND CONVEYED TO WB PC PHASE I LLC RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2024047607; SAID 10.06 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950) and marking the northerly common corner of said 362.31 acre tract of land and that certain 87.78 acre tract of land recorded under B.C.C.F. NO. 2024045335, from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet, from which a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500", called for and found, marking the northeast corner of said 362.31 acre tract, bears North 85°40'14" East, 1,117.57 feet;

THENCE, South 20°10'01" East, for a distance of 2,238.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwest corner and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 84°53'53" East, for a distance of 120.00 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;

2) THENCE, in a southerly direction along the arc of said curve to the right having a radius of 2,060.00 feet, a central angle of 02°14'21", an arc length of 80.51 feet, and a chord bearing of South 03°58'57" East, for a distance of 80.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

3) THENCE, South 02°51'46" East, for a distance of 563.21 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

4) THENCE, in a southeasterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 99°01'28", an arc length of 51.85 feet, and a chord bearing of South 52°22'30" East, for a distance of 45.63 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

5) THENCE, North 78°06'46" East, for a distance of 273.38 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

6) THENCE, in a northeasterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 80°58'32", an arc length of 42.40 feet, and a chord bearing of North 37°37'30" East, for a distance of 38.96 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner set in the east line of said 95.72 acre tract of land;

7) THENCE, South 02°51'46" East, with the east line of said 95.72 acre tract for a distance of 121.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

8) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 99°01'28", an arc length of 51.85 feet, and a chord bearing of North 52°22'30" West, for a distance of 45.63 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

9) THENCE, South 78°06'46" West, for a distance of 273.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

10) THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 79°48'56", an arc length of 41.79 feet, and a chord bearing of South 38°12'18" West, for a distance of 38.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

11) THENCE, in a southwesterly direction along the arc of said reverse curve to the right having a radius of 2,060.00 feet, a central angle of 48°15'29", an arc length of 1,735.06 feet, and a chord bearing of South 22°25'34" West, for a distance of 1,684.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

12) THENCE, in a southerly direction along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 86°09'14", an arc length of 75.18 feet, and a chord bearing of South 03°28'42" West, for a distance of 68.30 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

13) THENCE, South 39°35'55" East, for a distance of 3.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

14) THENCE, South 50°24'05" West, for a distance of 120.00 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;

15) THENCE, in a westerly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 87°52'08", an arc length of 76.68 feet, and a chord bearing of North 83°31'59" West, for a distance of 69.38 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

16) THENCE, in a southwesterly direction along the arc of said reverse curve to the right having a radius of 2,060.00 feet, a central angle of 03°17'32", an arc length of 118.36 feet, and a chord bearing of South 54°10'43" West, for a distance of 118.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

17) THENCE, South 55°49'29" West, for a distance of 313.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

18) THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 1940.00 feet, a central angle of 07°31'25", an arc length of 254.75 feet, and a chord bearing of South 52°03'46" West, for a distance of 254.56 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

19) THENCE, North 41°41'56" West, for a distance of 120.00 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;

20) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 87°15'04", an arc length of 38.07 feet, and a chord bearing of North 04°40'32" East, for a distance of 34.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

21) THENCE, in a northwesterly direction along the arc of said reverse curve to the right having a radius of 345.00 feet, a central angle of 00°30'07", an arc length of 3.02 feet, and a chord bearing of North 38°41'57" West, for a distance of 3.02 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

22) THENCE, North 51°33'06" East, for a distance of 90.00 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;

23) THENCE, in an southeasterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 89°24'08", an arc length of 39.01 feet, and a chord bearing of South 83°08'58" East, for a distance of 35.17 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

24) THENCE, in a northeasterly direction along the arc of said reverse curve to the right having a radius of 2,060.00 feet, a central angle of 03°40'30", an arc length of 132.13 feet, and a chord bearing of North 53°59'14" East, for a distance of 132.11 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

25) THENCE, North 55°49'29" East, for a distance of 313.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

26) THENCE, in a northeasterly direction along the arc of said curve to the left having a radius of 1,940.00 feet, a central angle of 03°19'16", an arc length of 112.45 feet, and a chord bearing of North 54°09'51" East, for a distance of 112.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;

27) THENCE, in a northeasterly direction along the arc of said compound curve to the left having a radius of 50.00 feet, a central angle of 44°21'27", an arc length of 38.71 feet, and a chord bearing of North 30°19'30" East, for a distance of 37.75 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point reverse curvature;

28) THENCE, in a northerly direction along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 02°57'31", an arc length of 5.16 feet, and a chord bearing of North 09°37'32" East, for a distance of 5.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

29) THENCE, in a northerly direction along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a chord bearing of North 14°14'49" West, for a distance of 42.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

30) THENCE, North 50°24'05" East, for a distance of 90.00 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;

31) THENCE, in a southeasterly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 50°42'13", an arc length of 44.25 feet, and a chord bearing of South 64°57'01" East, for a distance of 42.82 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

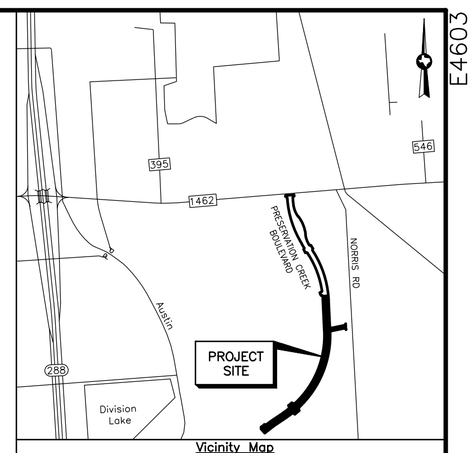
32) THENCE, in a easterly direction along the arc of said reverse curve to the right having a radius of 100.00 feet, a central angle of 01°09'07", an arc length of 2.01 feet, and a chord bearing of South 89°43'34" East, for a distance of 2.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;

33) THENCE, in a northeasterly direction along the arc of said reverse curve to the left having a radius of 50.00 feet, a central angle of 44°21'27", an arc length of 38.71 feet, and a chord bearing of North 68°40'16" East, for a distance of 37.75 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;

34) THENCE, in a northeasterly direction along the arc of said compound curve to the left having a radius of 1,940.00 feet, a central angle of 49°21'18", an arc length of 1,671.13 feet, and a chord bearing of North 21°48'53" East, for a distance of 1,619.94 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

35) THENCE, North 02°51'46" West, for a distance of 642.47 feet to a to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

36) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 1,940.00 feet, a central angle of 02°14'21", an arc length of 75.82 feet, and a chord bearing of North 03°58'57" West, for a distance of 75.82 feet to the POINT OF BEGINNING and 10.06 Acres of land.



Vicinity Map
SCALE 1"=0.5 Mi KeyMap®No. 728U & 728Y

BENCHMARK:

1. NGS M 692 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 1.9 miles south of Rosharon.
Elev.: 45.88' NAVD 1988, GEOID 18

2. NGS A 803 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 0.9 miles south of Bonney.
Elev.: 44.62' NAVD 1988, GEOID 18

FINAL PLAT OF PRESERVATION CREEK PHASE 2, PRESERVATION CREEK BOULEVARD SEGMENT 2

BEING A PLANNED UNIT DEVELOPMENT OF 10.06 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534 AND
W.D.C. HALL SURVEY, ABSTRACT 69,
ALSO BEING OUT OF LOTS 6 AND 7 OF THE KANAWHA TEXAS
COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 53
OF THE BRAZORIA COUNTY PLAT RECORDS,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

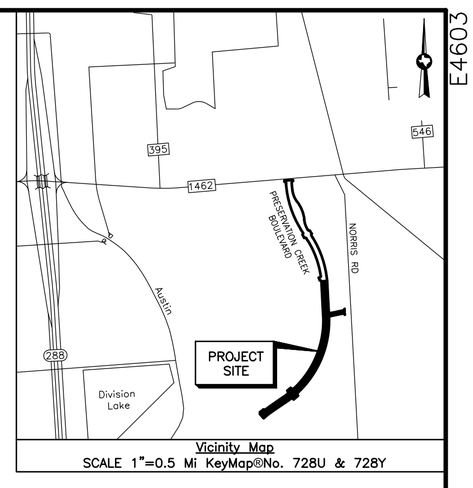
MAY 14, 2025

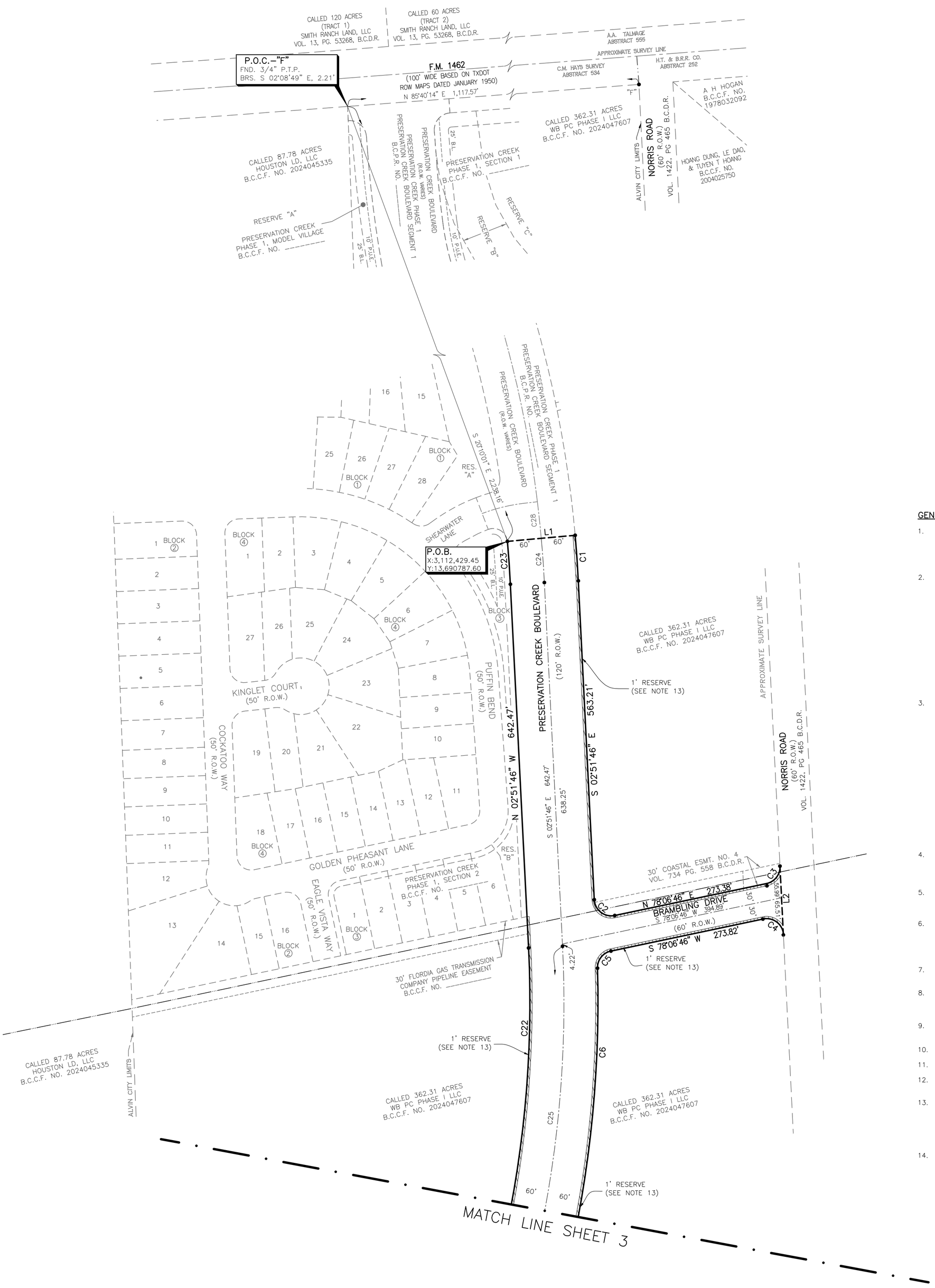
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

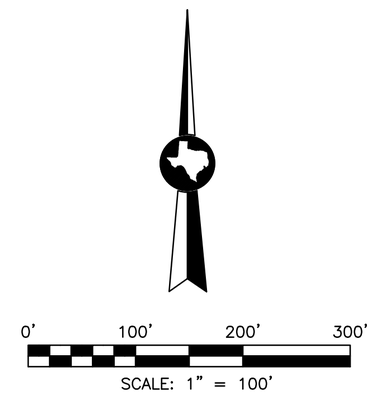
JOB NO. 211-084-302

SHEET 1 OF 3

PATH:R:\2021\211-084-302\DRAWING\PLAT\211084302V-FP01-PRESERVATION CREEK STREET DED SEGMENT 2 BY:---- DATE:2025-05-13







GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986546.

2. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone "X" (areas determined to be outside the 500–year floodplain) and Zone "A" (No Base Flood Elevations Determined).

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

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. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   ESMT. indicates Easement
   FND. indicates Found
   NO. indicates Number.
   PG. indicates Page
   P.O.B. indicates Point of Beginning
   P.O.C. indicates Point of Commencing
   P.T.P. indicates Pinch Top Pipe
   P.U.E. indicates Public Utility Easement.
   R.O.W. indicates Right–Of–Way.
   R indicates Radius.
   RES. indicates Reserve
   SQ. FT. Square Feet.
   U.E. indicates Utility Easement.
   Vol. indicates Volume
   "F" indicates Found 5/8" capped Iron Rod stamped "E.H.R.A. 713–784–4500"

4. 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 any fences, buildings, plantings, or other obstructions.

5. The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.

6. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than twenty (20) feet to any facility or pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23–O.

7. All sidewalks shall be constructed in accordance with Planned Unit Development Ordinance 23–O.

8. A one–year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City, shall be required.

9. All boundary corners for the plat shown hereon are set 5/8–inch iron rods with cap stamped "E.H.R.A. 713–784–4500", unless otherwise noted.

10. The boundary for this plat has a closure in excess of 1:15,000.

11. Development regulations and City permits are required on all property.

12. No building permits will be issued until all the storm drainage improvements, which may include detention, have been constructed.

13. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a record plat the one foot reserve shall hereupon become vested in the public for street right–of–way purposes and the fee title there shall revert to and revest in the dedicator, his heirs, assigns, or successors.

14. This Subdivision may be Subject to an Unlocated over and across pipeline easement granted in Volume 733, Page 44 of the Brazoria County Deed Records.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2060.00'	02°14'21"	80.51'	S 03°58'57" E	80.50'
C2	30.00'	99°01'28"	51.85'	S 52°22'30" E	45.63'
C3	30.00'	80°58'32"	42.40'	N 37°37'30" E	38.96'
C4	30.00'	99°01'28"	51.85'	N 52°22'30" W	45.63'
C5	30.00'	79°48'56"	41.79'	S 38°12'18" W	38.49'
C6	2060.00'	48°15'29"	1735.06'	S 22°25'34" W	1684.23'
C7	50.00'	86°09'14"	75.18'	S 03°28'42" W	68.30'
C8	50.00'	87°52'08"	76.68'	N 83°31'59" W	69.38'
C9	2060.00'	03°17'32"	118.36'	S 54°10'43" W	118.35'
C10	1940.00'	07°31'25"	254.75'	S 52°03'46" W	254.56'
C11	25.00'	87°15'04"	38.07'	N 04°40'32" E	34.50'
C12	345.00'	00°30'07"	3.02'	N 38°41'57" W	3.02'
C13	25.00'	89°24'08"	39.01'	S 83°08'58" E	35.17'
C14	2060.00'	03°40'30"	132.13'	N 53°59'14" E	132.11'
C15	1940.00'	03°19'16"	112.45'	N 54°09'51" E	112.43'
C16	50.00'	44°21'27"	38.71'	N 30°19'30" E	37.75'
C17	100.00'	02°57'31"	5.16'	N 09°37'32" E	5.16'
C18	50.00'	50°42'13"	44.25'	N 14°14'49" W	42.82'
C19	50.00'	50°42'13"	44.25'	S 64°57'01" E	42.82'
C20	100.00'	01°09'07"	2.01'	S 89°43'34" E	2.01'
C21	50.00'	44°21'27"	38.71'	N 68°40'16" E	37.75'
C22	1940.00'	49°21'18"	1671.13'	N 21°48'53" E	1619.94'
C23	1940.00'	02°14'21"	75.82'	N 03°58'57" W	75.82'
C24	2000.00'	02°14'21"	78.16'	S 03°58'57" E	78.16'
C25	2000.00'	58°41'15"	2048.58'	S 26°28'51" W	1960.19'
C26	2000.00'	07°31'25"	262.63'	S 52°03'46" W	262.44'
C27	300.00'	01°19'40"	6.95'	N 39°06'44" W	6.95'
C28	2000.00'	01°51'45"	65.01'	N 06°02'00" W	65.01'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 84°53'53" E	120.00'
L2	S 02°51'46" E	121.50'
L3	S 39°35'55" E	3.29'
L4	S 50°24'05" W	120.00'
L5	N 41°41'56" W	120.00'
L6	N 51°33'06" E	90.00'
L7	N 50°24'05" E	90.00'
L8	N 39°46'34" W	78.49'

FINAL PLAT OF PRESERVATION CREEK PHASE 2, PRESERVATION CREEK BOULEVARD SEGMENT 2

BEING A PLANNED UNIT DEVELOPMENT OF 10.06 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534 AND
W.D.C. HALL SURVEY, ABSTRACT 69,
ALSO BEING OUT OF LOTS 6 AND 7 OF THE KANAWHA TEXAS
COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 53
OF THE BRAZORIA COUNTY PLAT RECORDS,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

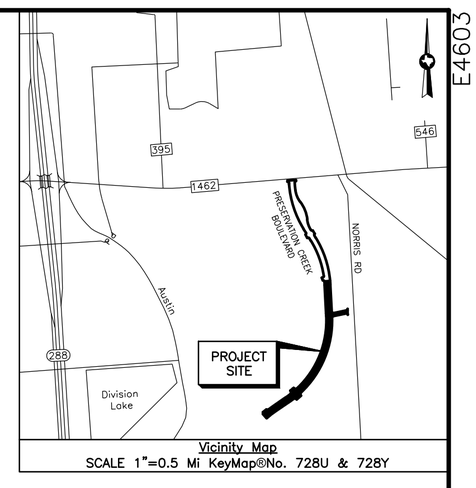
WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

MAY 14, 2025

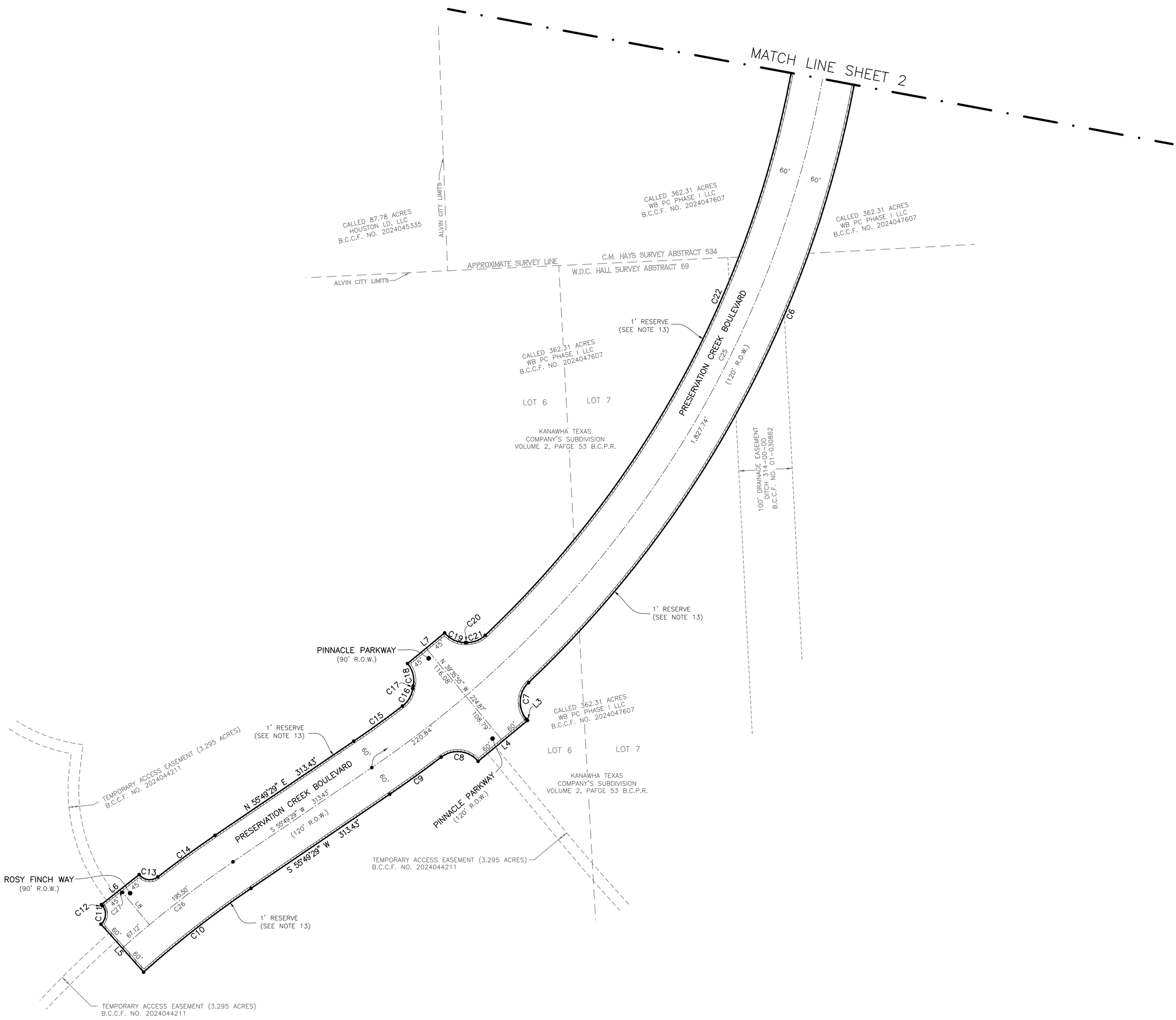
EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

JOB NO. 211–084–302

SHEET 2 OF 3



0' 100' 200' 300'
SCALE: 1" = 100'



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2060.00'	02°14'21"	80.51'	S 03°58'57" E	80.50'
C2	30.00'	99°01'28"	51.85'	S 52°22'30" E	45.63'
C3	30.00'	80°58'32"	42.40'	N 37°37'30" E	38.96'
C4	30.00'	99°01'28"	51.85'	N 52°22'30" W	45.63'
C5	30.00'	79°48'56"	41.79'	S 38°12'18" W	38.49'
C6	2060.00'	48°15'29"	1735.06'	S 22°25'34" W	1684.23'
C7	50.00'	86°09'14"	75.18'	S 03°28'42" W	68.30'
C8	50.00'	87°52'08"	76.68'	N 83°31'59" W	69.38'
C9	2060.00'	03°17'32"	118.36'	S 54°10'43" W	118.35'
C10	1940.00'	07°31'25"	254.75'	S 52°03'46" W	254.56'
C11	25.00'	87°15'04"	38.07'	N 04°40'32" E	34.50'
C12	345.00'	00°30'07"	3.02'	N 38°41'57" W	3.02'
C13	25.00'	89°24'08"	39.01'	S 83°08'58" E	35.17'
C14	2060.00'	03°40'30"	132.13'	N 53°59'14" E	132.11'
C15	1940.00'	03°19'16"	112.45'	N 54°09'51" E	112.43'
C16	50.00'	44°21'27"	38.71'	N 30°19'30" E	37.75'
C17	100.00'	02°57'31"	5.16'	N 09°37'32" E	5.16'
C18	50.00'	50°42'13"	44.25'	N 14°14'49" W	42.82'
C19	50.00'	50°42'13"	44.25'	S 64°57'01" E	42.82'
C20	100.00'	01°09'07"	2.01'	S 89°43'34" E	2.01'
C21	50.00'	44°21'27"	38.71'	N 68°40'16" E	37.75'
C22	1940.00'	49°21'18"	1671.13'	N 21°48'53" E	1619.94'
C23	1940.00'	02°14'21"	75.82'	N 03°58'57" W	75.82'
C24	2000.00'	02°14'21"	78.16'	S 03°58'57" E	78.16'
C25	2000.00'	58°41'15"	2048.58'	S 26°28'51" W	1960.19'
C26	2000.00'	07°31'25"	262.63'	S 52°03'46" W	262.44'
C27	300.00'	01°19'40"	6.95'	N 39°06'44" W	6.95'
C28	2000.00'	01°51'45"	65.01'	N 06°02'00" W	65.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 84°53'53" E	120.00'
L2	S 02°51'46" E	121.50'
L3	S 39°35'55" E	3.29'
L4	S 50°24'05" W	120.00'
L5	N 41°41'56" W	120.00'
L6	N 51°33'06" E	90.00'
L7	N 50°24'05" E	90.00'
L8	N 39°46'34" W	78.49'

FINAL PLAT OF PRESERVATION CREEK PHASE 2, PRESERVATION CREEK BOULEVARD SEGMENT 2

BEING A PLANNED UNIT DEVELOPMENT OF 10.06 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534 AND
W.D.C. HALL SURVEY, ABSTRACT 69,
ALSO BEING OUT OF LOTS 6 AND 7 OF THE KANAWHA TEXAS
COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 53
OF THE BRAZORIA COUNTY PLAT RECORDS,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

MAY 14, 2025

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

JOB NO. 211-084-302

SHEET 3 OF 3

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Engineering **Contact:** Shana Church, Assistant City Engineer

Agenda Item: Consider a master preliminary plat of Berry Creek, a planned unit development being 107.10 + acres of land out of the Hooper & Wade, A-420 Brazoria County, Texas.

Type of Item: Plat

Summary: On April 21, 2025, the Engineering Department received a master preliminary plat of Berry Creek for review. The property is located northwest of Forest Heights, Section 7 in the City of Alvin ETJ, being a Planned Unit Development of 107.10 +/- acres containing 390 lots, 29 reserves, and 14 blocks, and complies with the Utility Services Agreement MUD District 51.

The City Planning Commission approved the plat unanimously at their meeting on May 20, 2025.

Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A X Required **Date Completed:** 5/29/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

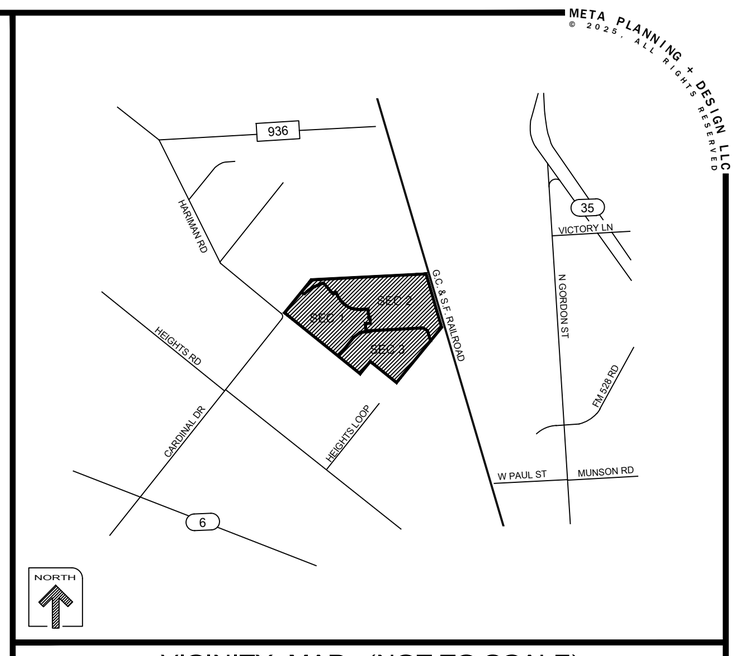
Supporting documents attached:

1. Berry Creek; Master Preliminary Plat

Recommendation: Move to approve a master preliminary plat of Berry Creek, a planned unit development being 107.10 +/- acres of land out of the Hooper & Wade, A-420 Brazoria County, Texas.

Reviewed by Department Head, if applicable: X
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED



VICINITY MAP (NOT TO SCALE)

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,700	LANDSCAPE/ OPEN SPACE
B	0.08	3,562	LANDSCAPE/ OPEN SPACE
C	0.14	6,269	LIFT STATION
D	0.03	1,366	LANDSCAPE/ OPEN SPACE
E	2.89	126,175	DRAINAGE/ DETENTION
F	0.05	2,129	DRAINAGE/ DETENTION
G	0.32	14,111	LANDSCAPE/ OPEN SPACE
H	0.74	32,023	LANDSCAPE/ OPEN SPACE
J	0.27	11,743	LANDSCAPE/ OPEN SPACE
K	0.27	11,904	LANDSCAPE/ OPEN SPACE
L	13.41	584,367	DRAINAGE/ DETENTION
M	0.11	4,715	LANDSCAPE/ OPEN SPACE
N	0.45	19,715	LANDSCAPE/ OPEN SPACE
O	0.44	19,027	LANDSCAPE/ OPEN SPACE
P	0.04	1,615	LANDSCAPE/ OPEN SPACE
Q	0.06	2,584	DRAINAGE/ DETENTION
R	0.08	3,545	PUMP STATION
S	0.09	3,915	LANDSCAPE/ OPEN SPACE
T	0.99	42,960	LANDSCAPE/ OPEN SPACE
U	0.05	2,214	LANDSCAPE/ OPEN SPACE
V	1.59	69,115	LANDSCAPE/ OPEN SPACE
W	1.01	43,787	ROW OPEN SPACE
X	0.70	30,707	LANDSCAPE/ OPEN SPACE
Y	0.16	6,954	LANDSCAPE/ OPEN SPACE
Z	0.16	6,956	LANDSCAPE/ OPEN SPACE
AA	0.57	24,784	DRAINAGE EASEMENT
BB	0.20	8,919	LANDSCAPE/ OPEN SPACE
CC	1.05	4,561	DRAINAGE EASEMENT
DD	0.06	2,780	ROW OPEN SPACE
	26.26	1,115,302	TOTAL

GENERAL NOTE:

1.) "B.L." INDICATES BUILDING LINE.
2.) "U.E." INDICATES UTILITY EASEMENT.
3.) LOTS BACKING OR SIDING ARE HEREBY DENIED DIRECT CARDINAL ROAD DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREET

DISCLAIMER AND LIMITED WARRANTY

THIS MASTER PRELIMINARY PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALVIN SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ALVIN PLANNING COMMISSION. THIS MASTER PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A MASTER PRELIMINARY PLAT OF

BERRY CREEK

A PLANNED UNIT DEVELOPMENT

BEING 107.10± ACRES OF LAND

OUT of THE
HOOPER & WADE, A-420
BRAZORIA COUNTY, TEXAS

CONTAINING 390 LOTS (50' X 120' TYP.) AND 29 RESERVES IN 14 BLOCKS.

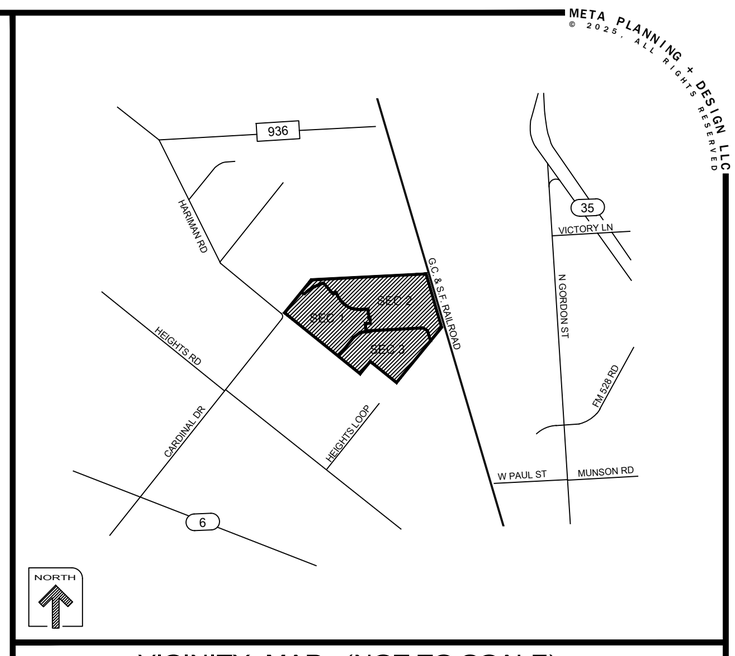
OWNER:
BEAZER HOMES TEXAS LP

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

SCALE: 1" = 100'
0 100 200

REV: APRIL 18, 2025 PAGE: 1 OF 3 HOU-0404

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED



VICINITY MAP (NOT TO SCALE)

NORTH

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,700	LANDSCAPE/ OPEN SPACE
B	0.08	3,562	LANDSCAPE/ OPEN SPACE
C	0.14	6,269	LIFT STATION
D	0.03	1,366	LANDSCAPE/ OPEN SPACE
E	2.89	126,175	DRAINAGE/ DETENTION
F	0.05	2,129	DRAINAGE/ DETENTION
G	0.32	14,111	LANDSCAPE/ OPEN SPACE
H	0.74	32,023	LANDSCAPE/ OPEN SPACE
J	0.27	11,743	LANDSCAPE/ OPEN SPACE
K	0.27	11,904	LANDSCAPE/ OPEN SPACE
L	13.41	584,367	DRAINAGE/ DETENTION
M	0.11	4,715	LANDSCAPE/ OPEN SPACE
N	0.45	19,715	LANDSCAPE/ OPEN SPACE
O	0.44	19,027	LANDSCAPE/ OPEN SPACE
P	0.04	1,615	LANDSCAPE/ OPEN SPACE
Q	0.06	2,584	DRAINAGE/ DETENTION
R	0.08	3,545	PUMP STATION
S	0.09	3,915	LANDSCAPE/ OPEN SPACE
T	0.99	42,960	LANDSCAPE/ OPEN SPACE
U	0.05	2,214	LANDSCAPE/ OPEN SPACE
V	1.59	69,115	LANDSCAPE/ OPEN SPACE
W	1.01	43,787	ROW OPEN SPACE
X	0.70	30,707	LANDSCAPE/ OPEN SPACE
Y	0.16	6,954	LANDSCAPE/ OPEN SPACE
Z	0.16	6,956	LANDSCAPE/ OPEN SPACE
AA	0.57	24,784	DRAINAGE EASEMENT
BB	0.20	8,919	LANDSCAPE/ OPEN SPACE
CC	1.05	4,561	DRAINAGE EASEMENT
DD	0.06	2,780	ROW OPEN SPACE
	26.26	1,115,302	TOTAL

GENERAL NOTE:

1.) "B.L." INDICATES BUILDING LINE.
2.) "U.E." INDICATES UTILITY EASEMENT.
3.) LOTS BACKING OR SIDING ARE HEREBY CARDINAL ROAD DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREET.

DISCLAIMER AND LIMITED WARRANTY

THIS MASTER PRELIMINARY PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALVIN SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ALVIN PLANNING COMMISSION. THIS MASTER PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A MASTER PRELIMINARY PLAT OF

BERRY CREEK

A PLANNED UNIT DEVELOPMENT

BEING 107.10± ACRES OF LAND

OUT of THE
HOOPER & WADE, A-420
BRAZORIA COUNTY, TEXAS

CONTAINING 390 LOTS (50' X 120' TYP.) AND 29 RESERVES IN 14 BLOCKS.

OWNER:
BEAZER HOMES TEXAS LP

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

SCALE: 1" = 100'
0 100 200

REV: APRIL 18, 2025 PAGE: 2 OF 3 HOU-0404

META PLANNING + DESIGN LLC
© 2025, ALL RIGHTS RESERVED

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 1		
LOT 1	50'	6,898
LOT 2	50'	7,235
LOT 3	50'	7,115
LOT 4	50'	7,070
LOT 5	50'	7,485
LOT 6	50'	7,469
LOT 7	50'	7,846
LOT 8	50'	8,788
LOT 9	61'	9,544
BLOCK 2		
LOT 1	50'	7,607
LOT 2	50'	6,682
LOT 3	50'	6,000
LOT 4	53'	6,231
LOT 5	59'	6,611
LOT 6	59'	6,611
LOT 7	59'	6,611
LOT 8	59'	6,611
LOT 9	59'	6,611
LOT 10	59'	6,611
LOT 11	59'	6,611
LOT 12	59'	6,611
LOT 13	50'	6,344
LOT 14	50'	6,000
LOT 15	50'	6,000
LOT 16	50'	6,000
BLOCK 4		
LOT 1	50'	6,182
LOT 2	50'	6,313
LOT 3	52'	7,143
LOT 4	61'	8,766
LOT 5	50'	7,901
LOT 6	50'	7,009
LOT 7	50'	6,250
LOT 8	50'	6,250
LOT 9	50'	6,250
LOT 10	50'	6,200
LOT 11	50'	6,200
LOT 12	50'	6,250
LOT 13	50'	6,250
LOT 14	50'	6,250
LOT 15	50'	6,787

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 4		
LOT 16	51'	9,947
LOT 17	51'	9,570
LOT 18	50'	6,160
LOT 19	50'	6,250
LOT 20	50'	6,250
LOT 21	50'	6,250
LOT 22	50'	6,250
LOT 23	50'	6,250
LOT 24	50'	6,250
LOT 25	50'	6,250
LOT 26	50'	6,250
LOT 27	50'	6,250
LOT 28	50'	6,250
LOT 29	50'	6,250
LOT 30	50'	6,250
LOT 31	50'	6,250
LOT 32	50'	6,250
LOT 33	50'	6,250
LOT 34	50'	6,250
LOT 35	52'	7,993
LOT 36	51'	10,205
LOT 37	51'	9,023
LOT 38	50'	6,225
LOT 39	50'	6,250
LOT 40	50'	6,250
LOT 41	50'	6,170
BLOCK 5		
LOT 1	67'	7,066
LOT 2	73'	7,530
LOT 3	73'	7,530
LOT 4	73'	7,530
LOT 5	73'	7,530
LOT 6	73'	7,530
LOT 7	61'	6,745
LOT 8	50'	6,000
LOT 9	50'	6,268
LOT 10	50'	6,709
LOT 11	50'	6,556
LOT 12	50'	6,423
LOT 13	50'	6,550
LOT 14	50'	6,947
LOT 15	50'	7,014

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 5		
LOT 16	65'	8,982
LOT 17	61'	8,012
LOT 18	50'	6,210
LOT 19	50'	6,000
LOT 20	50'	6,000
LOT 21	50'	6,000
LOT 22	50'	6,000
LOT 23	53'	6,214
LOT 24	54'	6,539
LOT 25	54'	7,027
LOT 26	52'	7,206
LOT 27	51'	7,299
LOT 28	50'	8,860
LOT 29	50'	8,850
LOT 30	51'	8,642
LOT 31	50'	6,064
LOT 32	50'	6,428
LOT 33	50'	6,566
LOT 34	50'	6,277
LOT 35	50'	6,092
LOT 36	50'	6,009
LOT 37	50'	6,000
LOT 38	50'	6,000
LOT 39	50'	6,000
LOT 40	50'	6,000
LOT 41	50'	6,000
LOT 42	60'	7,186
LOT 43	65'	7,666
LOT 44	50'	6,000
LOT 45	50'	6,000
LOT 46	50'	6,000
LOT 47	50'	6,000
LOT 48	50'	6,000
LOT 49	50'	6,000
LOT 50	50'	6,000
LOT 51	50'	6,000
LOT 52	50'	6,000
LOT 53	50'	6,000
LOT 54	53'	6,360
LOT 55	53'	6,360
LOT 56	53'	6,600
LOT 57	61'	8,052

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 5		
LOT 58	50'	6,705
LOT 59	50'	6,649
BLOCK 6		
LOT 1	50'	6,193
LOT 2	50'	6,250
LOT 3	50'	6,250
LOT 4	50'	6,250
LOT 5	50'	6,250
LOT 6	50'	6,250
LOT 7	50'	6,250
LOT 8	50'	6,250
LOT 9	50'	6,250
LOT 10	50'	6,250
LOT 11	50'	6,250
LOT 12	50'	6,250
LOT 13	50'	6,250
LOT 14	56'	7,044
LOT 15	52'	10,094
LOT 16	52'	9,557
LOT 17	52'	8,280
LOT 18	50'	6,000
LOT 19	50'	6,000
LOT 20	50'	6,000
LOT 21	60'	7,186
LOT 22	60'	7,186
LOT 23	50'	6,000
LOT 24	50'	6,000
LOT 25	50'	6,000
LOT 26	50'	6,116
LOT 27	50'	6,125
LOT 28	50'	6,539
LOT 29	60'	7,356
LOT 30	50'	6,606
LOT 31	50'	6,772
LOT 32	50'	6,424
LOT 33	50'	6,250
LOT 34	50'	6,250
LOT 35	50'	6,189
LOT 36	51'	10,545
LOT 37	51'	9,999
LOT 38	50'	6,595
LOT 39	50'	6,000

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 6		
LOT 40	50'	6,000
LOT 41	50'	6,000
LOT 42	60'	7,186
LOT 43	60'	7,186
LOT 44	50'	6,000
LOT 45	50'	6,000
LOT 46	50'	6,000
LOT 47	50'	6,000
LOT 48	50'	6,000
LOT 49	50'	6,597
LOT 50	50'	7,481
LOT 51	60'	8,228
LOT 52	63'	10,821
LOT 53	50'	6,029
LOT 54	50'	6,246
LOT 55	50'	6,250
LOT 56	50'	6,250
LOT 57	50'	6,250
LOT 58	50'	6,250
LOT 59	50'	6,250
LOT 60	50'	6,250
LOT 61	50'	6,250
LOT 62	50'	6,250
LOT 63	50'	6,250
LOT 64	50'	6,250
LOT 65	50'	6,250
LOT 66	50'	6,250
LOT 67	50'	6,250
LOT 68	50'	6,250
LOT 69	50'	6,250
LOT 70	50'	6,250
LOT 71	50'	6,250
BLOCK 7		
LOT 1	50'	7,828
LOT 2	50'	7,189
LOT 3	50'	6,760
LOT 4	50'	6,647
LOT 5	50'	6,617
LOT 6	50'	6,622
LOT 7	50'	6,631
LOT 8	50'	6,619
LOT 9	50'	6,619

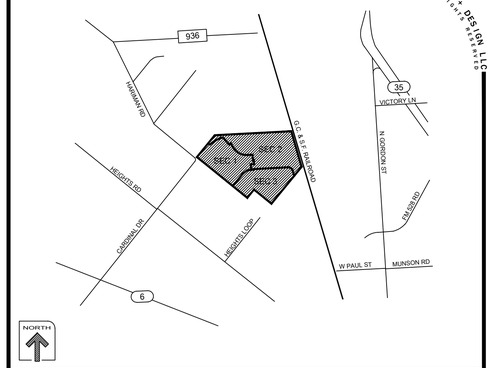
LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 7		
LOT 10	50'	6,358
LOT 11	50'	6,000
LOT 12	50'	6,000
LOT 13	50'	6,000
LOT 14	50'	6,000
LOT 15	50'	6,000
LOT 16	50'	6,000
LOT 17	50'	6,000
LOT 18	50'	6,000
LOT 19	50'	6,000
LOT 20	50'	6,000
LOT 21	50'	6,000
LOT 22	60'	7,186
LOT 23	60'	7,186
LOT 24	50'	6,000
LOT 25	50'	6,000
LOT 26	50'	6,000
LOT 27	50'	6,000
LOT 28	50'	6,000
LOT 29	50'	6,000
LOT 30	50'	6,000
LOT 31	50'	6,000
BLOCK 8		
LOT 1	50'	7,141
LOT 2	50'	7,549
LOT 3	50'	7,136
LOT 4	50'	7,105
LOT 5	50'	6,735
LOT 6	50'	6,250
LOT 7	50'	6,250
LOT 8	50'	6,193
BLOCK 9		
LOT 1	50'	5,943
LOT 2	50'	6,000
LOT 3	50'	6,000
LOT 4	50'	6,000
LOT 5	50'	6,000
LOT 6	50'	6,000
LOT 7	50'	6,000
LOT 8	50'	6,000
LOT 9	50'	6,000
LOT 10	50'	6,000

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 9		
LOT 11	50'	6,000
LOT 12	50'	6,000
LOT 13	60'	7,186
LOT 14	60'	7,186
LOT 15	50'	6,000
LOT 16	50'	6,000
LOT 17	50'	6,000
LOT 18	50'	6,000
LOT 19	50'	6,000
LOT 20	50'	6,000
LOT 21	50'	6,000
LOT 22	50'	6,000
LOT 23	50'	6,000
LOT 24	50'	6,000
LOT 25	50'	6,000
LOT 26	64'	6,941
LOT 27	75'	7,667
LOT 28	75'	7,667
LOT 29	75'	7,618

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 10		
LOT 1	50'	6,579
LOT 2	50'	6,567
LOT 3	50'	6,477
LOT 4	50'	6,399
LOT 5	50'	6,335
LOT 6	50'	6,283
LOT 7	50'	6,243
LOT 8	50'	6,216
LOT 9	50'	6,202
LOT 10	50'	6,201
LOT 11	50'	6,193
LOT 12	50'	6,150
LOT 13	50'	6,170
LOT 14	50'	6,235
LOT 15	50'	6,249
LOT 16	50'	6,264
LOT 17	50'	6,278
LOT 18	50'	6,292
LOT 19	50'	6,307
LOT 20	50'	6,321
LOT 21	51'	7,816
LOT 22	51'	10,387
LOT 23	50'	8,215
LOT 24	50'	6,250
LOT 25	50'	6,054
BLOCK 11		
LOT 1	50'	6,000
LOT 2	50'	6,000
LOT 3	50'	6,194
LOT 4	60'	8,736
LOT 5	60'	7,107
LOT 6	50'	6,473
LOT 7	50'	7,371
LOT 8	50'	7,767
LOT 9	50'	7,236
LOT 10	51'	7,226
LOT 11	56'	8,854
LOT 12	55'	6,458
LOT 13	50'	7,202
LOT 14	51'	7,062
LOT 15	51'	6,543
LOT 16	50'	6,178
LOT 17	50'	6,018
LOT 18	50'	6,003
LOT 19	50'	6,003
LOT 20	50'	6,003
LOT 21	50'	6,003
LOT 22	50'	6,003

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 12		
LOT 1	50'	6,200
LOT 2	50'	6,250
LOT 3	50'	6,250
LOT 4	50'	6,250
LOT 5	50'	6,250
LOT 6	50'	6,250
LOT 7	50'	6,250
LOT 8	50'	6,250
LOT 9	50'	6,250
LOT 10	50'	6,246
LOT 11	50'	6,102
LOT 12	50'	5,996
LOT 13	50'	6,213
LOT 14	50'	6,648
LOT 15	50'	6,667
LOT 16	50'	6,885
LOT 17	60'	8,395
LOT 18	60'	8,254
LOT 19	50'	6,876
LOT 20	50'	6,876
LOT 21	50'	7,091
LOT 22	50'	7,519
LOT 23	50'	6,565
LOT 24	59'	6,865
LOT 25	63'	7,721
LOT 26	50'	6,416
LOT 27	50'	6,500
LOT 28	50'	6,500
LOT 29	50'	6,500
LOT 30	50'	6,500
LOT 31	50'	6,469
LOT 32	52'	9,714
LOT 33	52'	10,867
LOT 34	50'	7,770
LOT 35	50'	6,249
LOT 36	50'	6,250
LOT 37	50'	6,250
LOT 38	50'	6,250
LOT 39	50'	6,808
LOT 40	50'	7,111
LOT 41	50'	7,137
LOT 42	50'	7,508
LOT 43	50'	7,049

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 13		
LOT 1	61'	7,532
LOT 2	50'	6,250
LOT 3	63'	7,128
LOT 4	77'	8,083
LOT 5	50'	5,950
LOT 6	50'	6,000
LOT 7	59'	7,084
LOT 8	53'	6,360
LOT 9	50'	6,000
LOT 10	50'	6,000
LOT 11	50'	6,000
LOT 12	50'	6,000
LOT 13	50'	6,000
LOT 14	50	5,950
BLOCK 14		
LOT 1	61'	7,208
LOT 2	51'	6,120
LOT 3	55'	6,401
LOT 4	60'	6,745
LOT 5	60'	6,745
LOT 6	60'	6,745
LOT 7	60'	6,745
LOT 8	60'	6,745
LOT 9	60	6,745
LOT 10	52'	6,211
LOT 11	51'	6,120
LOT 12	61'	7,261
LOT 13	63'	7,486
LOT 14	54'	6,420
LOT 15	53'	6,588
LOT 16	53'	7,035
LOT 17	53'	7,038
LOT 18	53'	7,040
LOT 19	53'	7,034
LOT 20	53'	6,742
LOT 21	54'	6,420
LOT 22	60'	7,190



VICINITY MAP (NOT TO SCALE)

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,700	LANDSCAPE/ OPEN SPACE
B	0.08	3,562	LANDSCAPE/ OPEN SPACE
C	0.14	6,269	LIFT STATION
D	0.03	1,366	LANDSCAPE/ OPEN SPACE
E	2.89	126,175	DRAINAGE/ DETENTION
F	0.05	2,129	DRAINAGE/ DETENTION
G	0.32	14,111	LANDSCAPE/ OPEN SPACE
H	0.74	32,023	LANDSCAPE/ OPEN SPACE
J	0.27	11,743	LANDSCAPE/ OPEN SPACE
K	0.27	11,904	LANDSCAPE/ OPEN SPACE
L	13.41	584,367	DRAINAGE/ DETENTION
M	0.11	4,715	LANDSCAPE/ OPEN SPACE
N	0.45	19,715	LANDSCAPE/ OPEN SPACE
O	0.44	19,027	LANDSCAPE/ OPEN SPACE
P	0.04	1,615	LANDSCAPE/ OPEN SPACE
Q	0.06	2,584	DRAINAGE/ DETENTION
R	0.08	3,545	PUMP STATION
S	0.09	3,915	LANDSCAPE/ OPEN SPACE
T	0.99	42,960	LANDSCAPE/ OPEN SPACE
U	0.05	2,214	LANDSCAPE/ OPEN SPACE
V	1.59	69,115	LANDSCAPE/ OPEN SPACE
W	1.01	43,787	ROW OPEN SPACE
X	0.70	30,707	LANDSCAPE/ OPEN SPACE
Y	0.16	6,954	LANDSCAPE/ OPEN SPACE
Z	0.16	6,956	LANDSCAPE/ OPEN SPACE
AA	0.57	24,784	DRAINAGE EASEMENT
BB	0.20	8,919	LANDSCAPE/ OPEN SPACE
CC	1.05	4,561	DRAINAGE EASEMENT
DD	0.06	2,780	ROW OPEN SPACE
	26.26	1,115,302	TOTAL

DISCLAIMER AND LIMITED WARRANTY

THIS MASTER PRELIMINARY PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALVIN SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ALVIN PLANNING COMMISSION. THIS MASTER PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A MASTER PRELIMINARY PLAT OF

BERRY CREEK

A PLANNED UNIT DEVELOPMENT

BEING 107.10± ACRES OF LAND

OUT of THE
HOOPER & WADE, A-420
BRAZORIA COUNTY, TEXAS

CONTAINING 390 LOTS (50' X 120' TYP.) AND 29 RESERVES IN 14 BLOCKS.

OWNER:
BEAZER HOMES TEXAS LP

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

SCALE: 1" = 100'
0 100 200

REV: APRIL 18, 2025 PAGE: 3 OF 3 HOU-0404

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Engineering **Contact:** Shana Church, Assistant City Engineer

Agenda Item: Consider a final plat of Parkside Trails, a subdivision of 24.522 acres / 1,068,186 square feet, situated in the H.T. & B. R.R. CO. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On March 26, 2025, the Engineering Department received a final plat of Parkside Trails, for review. The property is located off Fairway Drive in the City of Alvin, being a Planned Unit Development of 24.522 acres containing 81 lots, 6 reserves and 3 blocks, and complies with the master preliminary plat previously approved by Council on January 3, 2019.

The City Planning Commission approved the plat unanimously at their meeting on May 20, 2025.

Staff recommends approval of the plat.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A X Required **Date Completed:** 5/29/2025 SLH

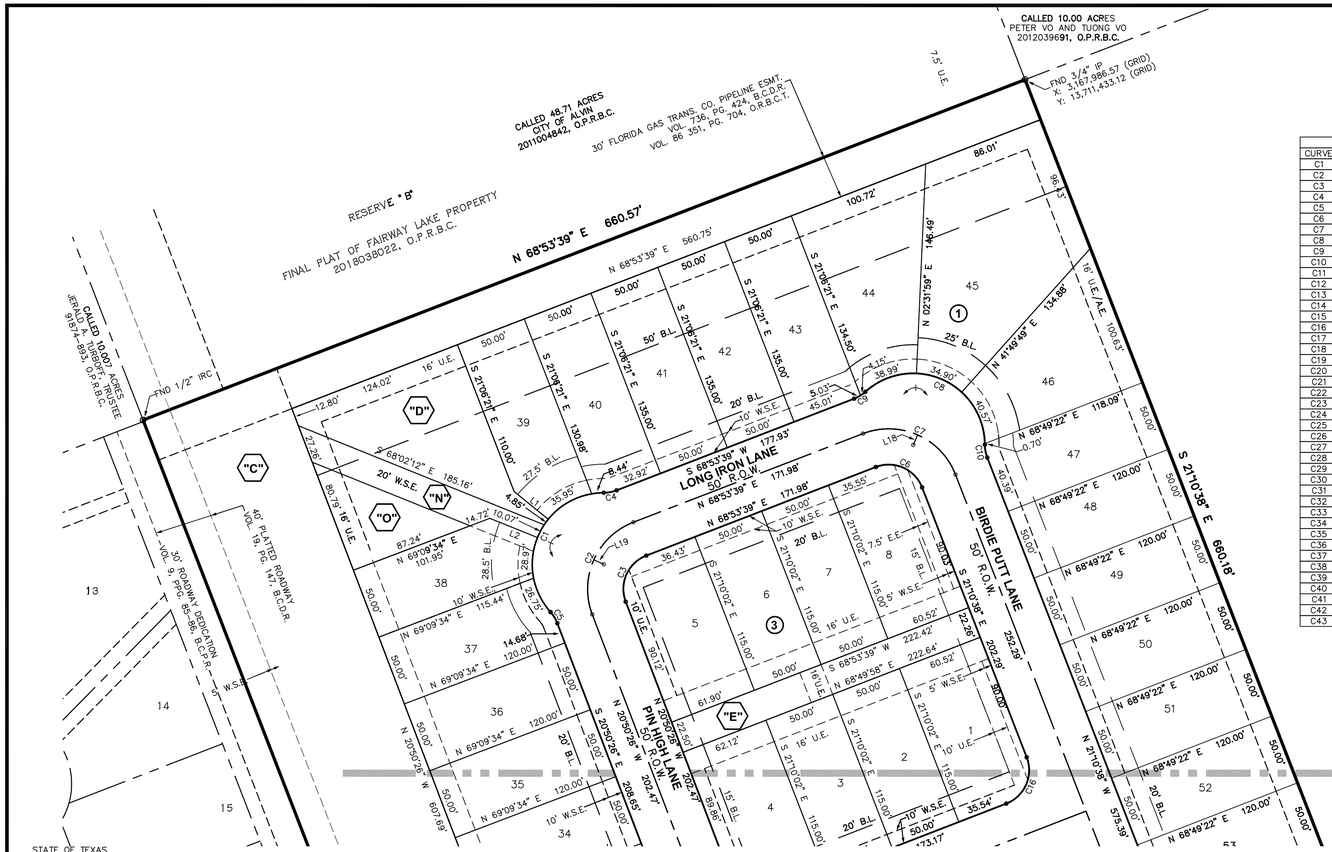
Finance Review Required: N/A X Required __ **Date Completed:** _____

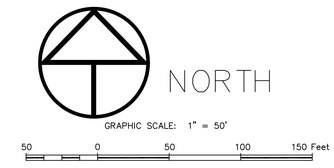
Supporting documents attached:

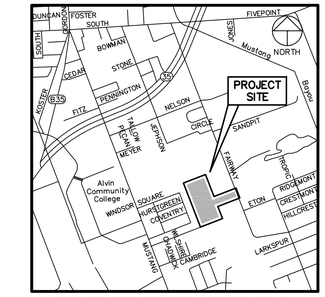
1. Parkside Trails; Final Plat

Recommendation: Move to approve a final plat of Parkside Trails, a planned unit development, a subdivision of 24.522 acres / 1,068,186 square feet, situated in the H.T. & B. R.R. CO. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: X
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X







CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

VICINITY MAP

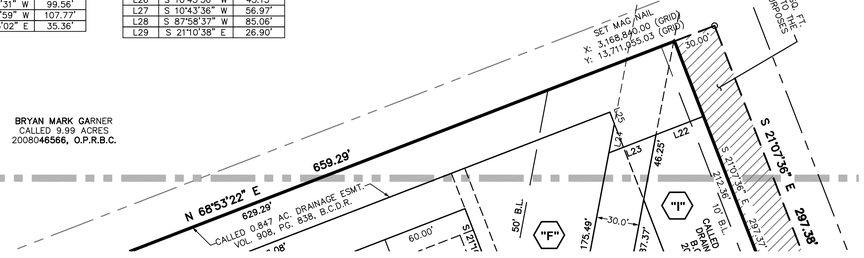
SCALE: 1" = 2000'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	131°48'49"	50.00'	115.03'	S 24°01'36" W	91.29'
C2	89°44'05"	50.00'	78.31'	S 24°01'36" W	70.55'
C3	89°44'05"	25.00'	39.15'	S 24°01'36" W	35.27'
C4	21°02'22"	25.00'	9.18'	S 79°24'50" W	9.13'
C5	21°02'22"	25.00'	9.18'	S 31°21'37" E	9.13'
C6	89°55'43"	25.00'	39.24'	N 66°08'30" W	35.33'
C7	89°55'43"	50.00'	78.48'	N 66°08'30" W	70.67'
C8	131°58'04"	50.00'	115.16'	N 66°09'42" W	91.34'
C9	21°02'22"	25.00'	9.18'	N 58°22'28" E	9.13'
C10	20°59'59"	25.00'	9.16'	N 10°40'39" W	9.11'
C11	90°19'36"	25.00'	39.41'	N 66°00'14" W	35.46'
C12	90°19'36"	50.00'	78.82'	N 66°00'14" W	70.91'
C13	132°24'20"	50.00'	115.55'	N 66°00'14" W	91.50'
C14	21°02'22"	25.00'	9.18'	S 10°19'15" E	9.13'
C15	21°02'22"	25.00'	9.18'	S 58°18'47" W	9.13'
C16	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C17	89°59'24"	25.00'	39.27'	S 66°10'20" E	35.35'
C18	89°59'24"	25.00'	39.27'	N 66°10'20" W	35.35'
C19	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C20	89°59'24"	25.00'	39.27'	N 66°10'20" W	35.35'
C21	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C22	91°09'56"	25.00'	39.78'	N 23°14'59" E	35.71'
C23	91°09'56"	50.00'	79.56'	N 23°14'59" E	71.43'
C24	141°04'06"	50.00'	123.11'	N 23°14'59" E	94.28'
C25	24°57'05"	25.00'	10.89'	N 81°18'30" E	10.80'
C26	24°57'05"	25.00'	10.89'	S 34°48'31" E	10.80'
C27	88°56'00"	25.00'	38.80'	N 66°47'59" W	35.02'
C28	88°56'00"	50.00'	77.61'	N 66°47'59" W	70.05'
C29	131°00'44"	50.00'	114.33'	S 66°47'59" E	91.00'
C30	21°02'22"	25.00'	9.18'	N 11°48'48" W	9.13'
C31	21°02'22"	25.00'	9.18'	N 58°12'51" E	9.13'
C32	89°54'40"	25.00'	39.23'	N 23°46'42" E	35.33'
C33	89°54'40"	50.00'	78.46'	N 23°46'42" E	70.66'
C34	131°59'24"	50.00'	115.18'	N 23°46'42" E	91.35'
C35	21°02'22"	25.00'	9.18'	N 79°15'13" E	9.13'
C36	21°02'22"	25.00'	9.18'	S 31°41'49" E	9.13'
C37	19°08'40"	325.00'	108.59'	N 78°24'17" E	108.09'
C38	19°08'39"	300.00'	100.24'	S 78°24'17" W	99.77'
C39	19°08'40"	275.00'	91.89'	S 78°24'18" W	91.46'
C40	19°04'58"	275.00'	91.59'	S 78°26'08" W	91.17'
C41	19°06'12"	300.00'	100.03'	S 78°25'31" W	99.56'
C42	19°05'15"	325.00'	108.27'	S 78°25'59" W	107.77'
C43	90°01'14"	25.00'	39.28'	N 23°53'02" E	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 50°56'34" W	30.70'
L2	S 68°02'12" E	35.93'
L3	N 23°59'46" E	7.45'
L4	N 66°45'01" W	4.28'
L5	N 23°12'01" E	7.96'
L6	N 66°13'18" W	7.61'
L7	N 66°10'38" W	14.14'
L8	N 21°10'38" W	45.48'
L9	N 87°58'37" E	85.06'
L10	S 87°58'37" W	85.06'
L11	S 87°58'37" W	85.06'
L12	S 89°18'41" E	26.93'
L13	S 68°52'24" W	24.91'
L14	S 87°58'37" W	20.70'
L15	S 02°01'23" E	21.69'
L16	S 10°36'05" E	20.00'
L17	N 18°57'51" W	20.00'
L18	N 23°50'26" E	7.61'
L19	N 65°58'24" W	7.67'
L20	S 87°58'37" W	30.76'
L21	S 87°58'37" E	23.47'
L22	S 68°49'58" W	35.59'
L23	S 68°49'58" W	35.33'
L24	N 10°43'36" E	20.71'
L25	N 21°07'36" W	8.76'
L26	S 10°43'36" W	45.13'
L27	S 10°43'36" W	56.97'
L28	S 87°58'37" W	85.06'
L29	S 21°10'38" E	26.90'

ABBREVIATIONS

A.E. – AERIAL EASEMENT
D.E. – DRAINAGE EASEMENT
ESMT. – EASEMENT
FND – FOUND
O.P.R.B.C. – OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
B.C.P.R. – BRAZORIA COUNTY PLAT RECORDS
IP – IRON PIPE
IR – IRON ROD
NO. – NUMBER
PG. – PAGE
R.O.W. – RIGHT-OF-WAY
SQ. FT. – SQUARE FEET
VOL. – VOLUME
B.L. – BUILDING LINE
W.L.E. – WATER LINE EASEMENT
S.S.E. – SANITARY SEWER EASEMENT
STM.S.E. – STORM SEWER EASEMENT
U.E. – UTILITY EASEMENT



STATE OF TEXAS
COUNTY OF BRAZORIA

We, Parkside Trails LLC, owners of the property subdivided in the above and foregoing map of PARKSIDE TRAILS, do hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements herein shown, and designate said subdivision as PARKSIDE TRAILS in the H.T. & B. R.R. Co. Survey, Abstract NO. 225, City of Alvin, Brazoria County, Texas, and dedicate to the public use as such, the streets, alleys, and easements shown herein forever; and do hereby waive any claims for damages occassioned by the establishment of grades as approved for the streets and alleys dedicated or occasioned by the affirmation of the surfaces of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever assign the title of the land so dedicated. There is also dedicated for utilities an unobstucted aerial easement three (3) feet wide from a plane (20) feet above ground upward located adjacent to all easements and alleys shown hereon that are labeled with the A.E. "Aerial Esement" designation.

IN TESTIMONY WHEREOF, the Parkside Trails LLC, has caused these presents to be signed by Renee McGuire and Jignesh Derasari, thereunto authorized,

this _____ day of _____, 20__.

Owner: Parkside Trails LLC

By: _____
Renee McGuire

By: _____
Jignesh Derasari

STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Renee McGuire and Jignesh Derasari of Parkside Trails LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

_____
Notary Public in and for the
State of _____

_____
My Commission Expires:

This is to certify that I, MATTHEW CARPENTER, a licensed surveyor of the State of Texas, do hereby certify this plat correctly represents a boundary survey made under my supervision on the ground in accordance with the information provided to me and correctly represents the facts found at the time of the survey. There are no encroachments except as those shown.

Witness my hand and seal this _____ day of _____, 20__.

STATE OF TEXAS
REGISTERED
MATTHEW CARPENTER
6942
PROFESSIONAL
LAND SURVEYOR

_____
MATTHEW CARPENTER
Registered Professional Land Surveyor
Texas Registration No. 6942

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3 NOTES:

1. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR THE PURPOSES OF DRAINAGE WORK, PROVIDED BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 (B.C.C.R.D. #3) IS PROPERLY NOTIFIED.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS,PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. LANDSCAPING SHALL BE PERMITTED WITHIN THE DETENTION PONDS LOCATED WITHIN THIS SUBDIVISION.
3. MAINTENANCE OF DETENTION FACILmES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. B.C.C.R.D. #3 SHALL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY B.C.C.R.D. #3 OR SUB- REGIONAL FACILmES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO B.C.C.R.D. #3 WITH THEIR APPROVAL. B.C.C.R.D. #3 SHALL BE RESPONSIBLE ONLY FOR THE MAI NTENANCE OF FACILITIES OWNED BY THEM, UNLESS B.C.C.R.D. #3 SPECI FICALLY CONTACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. THE SIDES OF DRAINAGE CHANNELS AND DETENTION FACILITES SHALL BE HYDROMULCH SEEDED.
5. OUTFALL STRUCTURES AND CULVERTS SHALL COMPLY WITH OF THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 REGULATIONS. BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 HAS ADOPTED THE BRAZORIA COUNTY DRAINAGE DISTRICT CRITERIA MANUAL AS ITS GUIDE. EROSION PROTECTION FOR OUTFALL STRUCTURES MUST BE REINFORCED CONCRE.TE.CONCRETE RUBBLE IS NOT ALLOWED.
6. B.C.C.R.D. #3 APPROVAL OF THE FINAL DRAINAGE PLANS AND FINAL PLAT (IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING AND MAJNTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHT-OF-WAY ACROSS THIRD PARTY DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLANS AND THE FINAL PLAT.
7. B.C.C.R.D. #3 PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITIES ARE OPERATING PROPERLY.
8. DETENTION IS REQUIRED BY B.C.C.R.D. #3 IN ORDER TO OFFSET ADDITIONAL STORM RUNOFF DUE TO THE INCREASED IMPERVIOUS COVER FROM THE DEVELOPMENT.

This is to certify that Brazoria County Conservation and Reclamation District No. 3 has approved the plat of Parkside Trails as shown hereon

the _____ day of _____, 20__.

_____
Ricky Kubeczka
Commissioner

_____
Jody Schibi
State of Texas

_____
Alfred Froberg, Jr.
Commissioner

_____
Dong Nguyen, P.E., C.F.M.
District Engineer

CITY OF ALVIN APPROVALS

_____
Gabe Adame, Mayor

_____
Michelle H. Segovia, P.E., C.F.M.,
City Engineer

_____
Dixie Roberts, T.R.M.C.,
City Secretary

GENERAL NOTES

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF ALVIN.
2. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 1559-16-1047 OF TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OF FEBRUARY 7, 2016, ISSUED DATE OF FEBRUARY 17, 2016, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
3. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999866375.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR BRAZORIA COUNTY, TEXAS, MAP NO. 48039C0165K REVISED/DATED DECEMBER 30, 2020, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X", SHADED ZONE "X", AND SHADED ZONE "AE" (WITH AVERAGE DEPTHS OF 1 FOOT AND A BASE FLOOD ELEVATION OF 36 FEET). THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. 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 WINDROSE LAND SERVICES.
5. SIDEWALKS WILL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT/TRACT.
6. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
7. ALL RESERVES ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND NOT THE CITY OF ALVIN.
8. SUBJECT TO AN UNLOCATED PIPELINE EASEMENT RECORDED IN VOLUME 1484, PAGE 98, OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. (NOT PLOTTABLE.)
9. SUBJECT TO AN UNLOCATED PIPELINE EASEMENT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2003016678. (NOT PLOTTABLE.)

LIENHOLDER ACKNOWLEDGEMENT

We, Cadence Bank, a Mississippi Banking Corporation, owner and holder of a lien against the property described in the plat known as PARKSIDE TRAILS said lien being evidenced by instrument of record in the Clerk's File Nos. 2022061720, 2022061721, and 2024016090 of the O.P.R.O.R.P. of Brazoria County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and We hereby confirm that We are the present owner of said lien and have not assigned the same nor any part thereof.

Cadence Bank, a Mississippi Banking Corporation

By: _____

Print name: _____

Title: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the
State of Texas

_____
My Commission Expires:

DESCRIPTION

A TRACT OR PARCEL CONTAINING 24.522 ACRES OR 1,068,186 SQUARE FEET OF LAND, SITUATED IN THE H.T.&B. R.R. CO. SURVEY, ABSTRACT NO. 225, BRAZORIA COUNTY, TEXAS, BEING ALL OF RESERVE "A" OF FINAL PLAT OF ALVIN FAIRWAY LAKE PROPERTY, MAP OR PLAT THEREOF RECORDED UNDER PLAT NO. 2018038022 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), CONVEYED TO THE CITY OF ALVIN AS RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2010053144, 2010053145, AND 2011004842, AND BEING PART OF LOT 73 OF SECTION 13 OF THE H.T.&B. R.R. CO. SURVEY, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 19, PAGE 147 OF THE BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) CONVEYED TO ROBERT CHARLES BUSH, ET AL AS RECORDED UNDER B.C.C.F. NO. 95-028721, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

BEGINNING AT A CAPPED 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF CRESTVIEW SUBDIVISION, MAP OR PLAT THEREOF, RECORDED UNDER VOLUME 9, PAGE 85, B.C.P.R. AND THE COMMON WEST CORNER OF SAID RESERVE "C" AND OF RESERVE "B" OF SAID FINAL PLAT OF ALVIN FAIRWAY LAKE PROPERTY AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 68 DEG. 53 MIN. 39 SEC. EAST, ALONG THE COMMON LINE OF SAID RESERVES "B" AND "C", A DISTANCE OF 660.57 FEET TO A 3/4 INCH IRON PIPE FOUND MARKING THE SOUTH CORNER OF LOT 61 OF SAID SECTION 13 OF THE H.T.&B. R.R. CO. SURVEY, SAME BEING THE SOUTH CORNER OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO PETER VO, ET AL AS RECORDED UNDER B.C.C.F. NO. 2012039691 AND THE WEST CORNER OF LOT 72 OF SAID SECTION 13 OF THE H.T.&B. R.R. CO. SURVEY AND OF A CALLED 9.99 ACRE TRACT OF LAND CONVEYED TO BRYAN MARK GARNER AS RECORDED UNDER B.C.C.F. NO. 2008046566 AND THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21 DEG. 10 MIN. 38 SEC. EAST, ALONG THE COMMON LINE OF SAID RESERVE "C" AND OF SAID LOT 72 AND SAID LOT 73, A DISTANCE OF 660.18 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 68 DEG. 53 MIN. 22 SEC. EAST, OVER AND ACROSS SAID LOT 73, PASSING AT A DISTANCE OF 629.29 FEET THE MONUMENTED SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF FAIRWAY DRIVE, AND CONTINUING FOR A TOTAL DISTANCE OF 659.29 FEET TO A MAG NAIL SET IN ASPHALT MARKING THE COMMON EAST CORNER OF SAID LOTS 72 AND 73 AND A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21 DEG. 07 MIN. 36 SEC. EAST, ALONG THE NORTHEAST LINE OF SAID LOT 73, A DISTANCE OF 297.38 FEET TO A MAG NAIL SET IN ASPHALT MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68 DEG. 53 MIN. 22 SEC. WEST, OVER AND ACROSS SAID LOT 73, PASSING AT A DISTANCE OF 30.00 FEET THE MONUMENTED SOUTHWEST R.O.W. LINE OF SAID FAIRWAY DRIVE, AND CONTINUING FOR A TOTAL DISTANCE OF 659.03 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST LINE OF SAID RESERVE "C" AND MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21 DEG. 10 MIN. 38 SEC. EAST, ALONG THE COMMON LINE OF SAID LOT 73 AND SAID RESERVE "C", A DISTANCE OF 361.61 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWESTERLY LINE OF GEORGEN ESTATES, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 19, PAGE 427, B.C.P.R. AND MARKING THE SOUTHWEST CORNER OF SAID LOT 73, THE SOUTHEAST CORNER OF SAID RESERVE "C", AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68 DEG. 44 MIN. 02 SEC. WEST, ALONG THE COMMON LINE OF SAID RESERVE "C" AND SAID GEORGEN ESTATES, A DISTANCE OF 660.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHEAST CORNER OF SAID CRESTVIEW SUBDIVISION AND THE SOUTHWEST CORNER OF SAID RESERVE "C" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 21 DEG. 10 MIN. 02 SEC. WEST, ALONG THE COMMON LINE OF SAID RESERVE "C" AND SAID CRESTVIEW SUBDIVISION, A DISTANCE OF 1321.02 FEET TO THE POINT OF BEGINNING, AND CONTAINING 24.522 ACRES OR 1,068,186 SQUARE FEET OF LAND.

LOT SUMMARY

LOT	SQ. FT.	WIDTH AT B.L.
BLOCK 1		
1	5,943	50.00'
2	6,000	50.00'
3	6,000	50.00'
4	5,994	50.00'
5	8,194	51.03'
6	13,570	51.02'
7	8,014	52.11'
8	6,000	50.00'
9	6,000	50.00'
10	6,000	50.00'
11	6,785	50.13'
12	12,603	51.02'
13	9,960	51.00'
14	5,940	50.00'
15	6,000	50.00'
16	6,000	50.00'
17	6,000	50.00'
18	6,599	50.34'
19	12,322	52.38'
20	10,332	52.38'
21	5,932	50.49'
22	6,000	50.00'
23	6,000	50.00'
24	6,000	50.00'
25	7,127	60.50'
26	7,127	60.50'
27	6,000	50.00'
28	6,000	50.00'
29	5,995	50.00'
30	8,143	51.91'
31	13,653	52.38'
32	8,121	50.10'

LOT	SQ. FT.	WIDTH AT B.L.
BLOCK 1		
33	5,999	50.00'
34	6,000	50.00'
35	6,000	50.00'
36	6,000	50.00'
37	5,885	50.20'
38	5,893	50.00'
39	6,455	50.00'
40	6,721	50.00'
41	6,750	50.00'
42	6,750	50.00'
43	6,749	50.00'
44	9,462	50.06'
45	14,865	51.01'
46	8,267	51.10'
47	5,994	50.00'
48	6,000	50.00'
49	6,000	50.00'
50	6,000	50.00'
51	6,000	50.00'
52	6,000	50.00'
53	6,000	50.00'
54	7,201	60.00'
55	7,128	60.51'
56	6,000	50.00'
57	6,000	50.00'
58	6,000	50.00'
59	6,000	50.00'
60	6,000	50.00'
61	6,000	50.00'
62	6,000	50.00'
63	5,994	50.00'
64	6,100	50.31'
65	8,005	61.70'

LOT	SQ. FT.	WIDTH AT B.L.
BLOCK 2		
1	7,781	63.78'
2	6,204	50.00'
3	6,204	50.00'
4	7,771	63.65'
5	7,814	63.96'
6	6,272	50.01'
7	6,323	50.01'
8	8,002	63.82'

LOT	SQ. FT.	WIDTH AT B.L.
BLOCK 3		
1	6,827	60.54'
2	5,750	50.00'
3	5,750	50.00'
4	7,045	62.63'
5	6,956	61.46'
6	5,750	50.00'
7	5,750	50.00'
8	6,827	60.52'

FINAL PLAT OF

PARKSIDE TRAILS

A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF
24.522 AC. / 1,068,186 SQ. FT.
SITUATED IN THE
H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 225,
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.

3 BLOCKS 15 RESERVES 81 LOTS

MAY 22, 2025

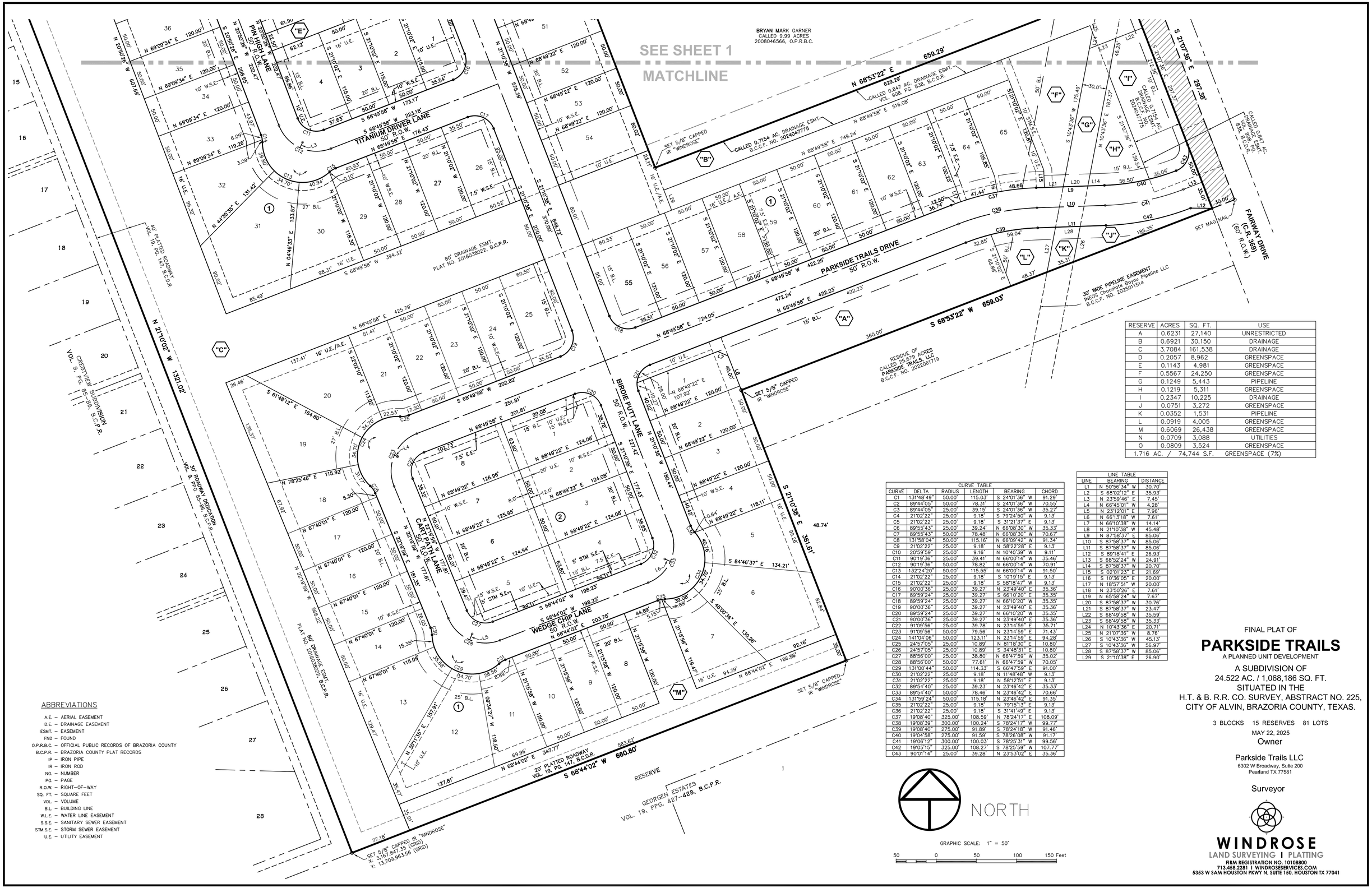
Owner

Parkside Trails LLC
6302 W Broadway, Suite 200
Pearland TX 77581

Surveyor

WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

SHEET 1 OF 2



RESERVE	ACRES	SQ. FT.	USE
A	0.6231	27,140	UNRESTRICTED
B	0.6921	30,150	DRAINAGE
C	3.7084	161,538	DRAINAGE
D	0.2057	8,962	GREENSPACE
E	0.1143	4,981	GREENSPACE
F	0.5567	24,250	GREENSPACE
G	0.1249	5,443	PIPELINE
H	0.1219	5,311	GREENSPACE
I	0.2347	10,225	DRAINAGE
J	0.0751	3,272	GREENSPACE
K	0.0352	1,531	PIPELINE
L	0.0919	4,005	GREENSPACE
M	0.6069	26,438	GREENSPACE
N	0.0709	3,088	UTILITIES
O	0.0809	3,524	GREENSPACE
1.716 AC. /		74,744 S.F.	GREENSPACE (7%)

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	131°48'49"	50.00'	115.03'	S 24°01'36" W	91.29'
C2	89°44'05"	50.00'	78.31'	S 24°01'36" W	70.55'
C3	89°44'05"	25.00'	39.15'	S 24°01'36" W	35.27'
C4	21°02'22"	25.00'	9.18'	S 79°24'50" W	9.13'
C5	21°02'22"	25.00'	9.18'	S 31°21'37" E	9.13'
C6	89°55'43"	25.00'	39.24'	N 66°08'30" W	35.33'
C7	89°55'43"	50.00'	78.48'	N 66°08'30" W	70.67'
C8	131°58'04"	50.00'	115.16'	N 66°09'42" W	91.34'
C9	21°02'22"	25.00'	9.18'	N 58°22'28" E	9.13'
C10	20°59'59"	25.00'	9.16'	N 10°40'39" W	9.11'
C11	90°19'36"	25.00'	39.41'	N 66°00'14" W	35.46'
C12	90°19'36"	50.00'	78.82'	N 66°00'14" W	70.91'
C13	132°24'20"	50.00'	115.55'	N 66°00'14" W	91.50'
C14	21°02'22"	25.00'	9.18'	S 10°19'15" E	9.13'
C15	21°02'22"	25.00'	9.18'	S 58°18'47" W	9.13'
C16	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C17	89°59'24"	25.00'	39.27'	S 66°10'20" E	35.35'
C18	89°59'24"	25.00'	39.27'	N 66°10'20" W	35.35'
C19	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C20	89°59'24"	25.00'	39.27'	N 66°10'20" W	35.35'
C21	90°00'36"	25.00'	39.27'	N 23°49'40" E	35.36'
C22	91°09'56"	25.00'	39.78'	N 23°14'59" E	35.71'
C23	91°09'56"	50.00'	79.56'	N 23°14'59" E	71.43'
C24	141°04'08"	50.00'	123.11'	N 23°14'59" E	94.28'
C25	24°57'05"	25.00'	10.89'	N 81°18'30" E	10.80'
C26	24°57'05"	25.00'	10.89'	S 34°48'31" E	10.80'
C27	88°56'00"	25.00'	38.80'	N 66°47'59" W	35.02'
C28	88°56'00"	50.00'	77.61'	N 66°47'59" W	70.05'
C29	131°00'44"	50.00'	114.33'	S 66°47'59" E	91.00'
C30	21°02'22"	25.00'	9.18'	N 11°48'48" W	9.13'
C31	21°02'22"	25.00'	9.18'	N 58°12'51" E	9.13'
C32	89°54'40"	25.00'	39.23'	N 23°46'42" E	35.33'
C33	89°54'40"	50.00'	78.46'	N 23°46'42" E	70.66'
C34	131°59'24"	50.00'	115.18'	N 23°46'42" E	91.35'
C35	21°02'22"	25.00'	9.18'	N 79°15'13" E	9.13'
C36	21°02'22"	25.00'	9.18'	S 31°41'49" E	9.13'
C37	19°08'40"	325.00'	108.59'	N 78°24'17" E	108.09'
C38	19°08'39"	300.00'	100.24'	S 78°24'17" W	99.77'
C39	19°08'40"	275.00'	91.89'	S 78°24'18" W	91.46'
C40	19°04'58"	275.00'	91.59'	S 78°26'08" W	91.17'
C41	19°06'12"	300.00'	100.03'	S 78°25'31" W	99.56'
C42	19°05'15"	325.00'	108.27'	S 78°25'59" W	107.77'
C43	90°01'14"	25.00'	39.28'	N 23°53'02" E	35.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 50°56'34" W	30.70'
L2	S 68°02'12" E	35.93'
L3	N 23°59'46" E	7.45'
L4	N 66°45'01" W	4.28'
L5	N 23°12'01" E	7.96'
L6	N 66°13'18" W	7.61'
L7	N 66°10'38" W	14.14'
L8	N 21°10'38" W	45.48'
L9	N 87°58'37" E	85.06'
L10	S 87°58'37" W	85.06'
L11	S 87°58'37" W	85.06'
L12	S 89°18'41" E	26.93'
L13	S 68°52'24" W	24.91'
L14	S 87°58'37" W	20.70'
L15	S 02°01'23" E	21.69'
L16	S 10°36'05" E	20.00'
L17	N 18°57'51" W	20.00'
L18	N 23°50'26" E	7.61'
L19	N 65°58'24" W	7.67'
L20	S 87°58'37" W	30.76'
L21	S 87°58'37" W	23.47'
L22	S 68°49'58" W	35.59'
L23	S 68°49'58" W	35.33'
L24	N 10°43'36" E	20.71'
L25	N 21°07'36" W	8.76'
L26	S 10°43'36" W	45.13'
L27	S 10°43'36" W	56.97'
L28	S 87°58'37" W	85.06'
L29	S 21°10'38" E	26.90'

ABBREVIATIONS

A.E. – AERIAL EASEMENT
D.E. – DRAINAGE EASEMENT
ESMT. – EASEMENT
FND – FOUND
O.P.R.B.C. – OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
B.C.P.R. – BRAZORIA COUNTY PLAT RECORDS
IP – IRON PIPE
IR – IRON ROD
NO. – NUMBER
PG. – PAGE
R.O.W. – RIGHT-OF-WAY
SQ. FT. – SQUARE FEET
VOL. – VOLUME
B.L. – BUILDING LINE
W.L.E. – WATER LINE EASEMENT
S.S.E. – SANITARY SEWER EASEMENT
STM.S.E. – STORM SEWER EASEMENT
U.E. – UTILITY EASEMENT

FINAL PLAT OF

PARKSIDE TRAILS

A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF
24.522 AC. / 1,068,186 SQ. FT.
SITUATED IN THE
H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 225,
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.

3 BLOCKS 15 RESERVES 81 LOTS

MAY 22, 2025

Owner

Parkside Trails LLC
6302 W Broadway, Suite 200
Pearland TX 77581

Surveyor

WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

SHEET 2 OF 2

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider accepting the resignation of Jake Starkey from the Economic Development Advisory Committee.

Type of Item: Action Item

Summary: Jake Starkey has relocated out of the area and submitted his resignation from the Economic Development Advisory Commission (EDAC). A separate agenda item later in this meeting will address the appointment to fill the vacancy on the EDAC.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A __ Required X

Date Completed: 6/2/2025 SLH

Supporting documents attached:

1. Starkey Resignation; EDAC

Recommendation: Move to accept the resignation of Jake Starkey from the Alvin Economic Development Advisory Commission.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

From: Jake Starkey
Sent: Tuesday, April 29, 2025 1:57:33 PM
To: Paul Chavez <paul.chavez@alvin.gov>
Subject: Re: Just checking in

No, I am not. I've moved so I won't be able to attend the meetings.

Jake Starkey

1820 Marketing

On Mon, Apr 28, 2025, at 3:13 PM Paul Chavez <paul.chavez@alvin.gov> wrote:

Hi Jake – Just wanted to check in about your position on the Economic Development Advisory Committee. Will you still be participating there as well as with upcoming Comprehensive Master Plan Committee meetings?

Hope all is going well!

Paul M. Chavez

Economic Development Director

(281) 388-4281 Office

(281) 692-8505 Cell

paul.chavez@alvin.gov

City of Alvin

216 W. Sealy Street

Alvin, TX 77511

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider accepting the resignation of Ashley Davis from the Planning Commission.

Type of Item: Action Item

Summary: Council member Ashley Davis has submitted her resignation from the Planning Commission following her election to City Council. A separate agenda item later in this meeting will address the appointment to fill the vacancy on the Planning Commission.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A __ Required X

Date Completed: 6/2/2025 SLH

Supporting documents attached:

1. Resignation Letter - Planning Commission; Ashley Davis

Recommendation: Move to accept the resignation of Ashley Davis from the Planning Commission.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

Ashley Davis
211 W Sealy St, Suite 6
Alvin, TX 77511

May 21, 2025

To:
City of Alvin
216 W Sealy St
Alvin, TX 77511

To Whom It May Concern:

I am writing to formally resign from my position on the Alvin Planning Commission, effective immediately, due to my recent election to Alvin City Council.

It has been an honor to serve alongside such dedicated individuals who care deeply about the future of our community. I'm grateful for the opportunity to have contributed to the thoughtful planning and growth of our city and look forward to continuing to serve Alvin in a new capacity.

Thank you for your support and collaboration during my time on the commission.

Sincerely,
Ashley Davis

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider the cancellation of the June 19, 2025, City Council Meeting.

Type of Item: Action Item

Summary: All City Offices will be closed in observance of the Juneteenth holiday.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A X Required

Date Completed: _____

Finance Review Required: N/A X Required __

Date Completed: _____

Supporting documents attached:
None

Recommendation: Move to approve the cancellation of the June 19, 2025, City Council meeting in observance of the Juneteenth holiday.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider the cancellation of the July 3, 2025, City Council Meeting.

Type of Item: Action Item

Summary: All City Offices will be closed in observance of the July 4th holiday.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A X Required

Date Completed: _____

Finance Review Required: N/A X Required __

Date Completed: _____

Supporting documents attached:
None

Recommendation: Move to approve the cancellation of the July 3, 2025, City Council Meeting in observance of the July 4th holiday.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Resolution 25-R-18, authorizing the publication of the Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

Type of Item: Resolution

Summary: Constructed in 1971, Alvin's City Hall lacks sufficient space for current staffing levels and offers no room for future expansion. In addition, the facility presents a number of aging infrastructure challenges that affect its functionality, efficiency, accessibility, and safety. Comprehensive facility assessments of City Hall were conducted in both 2015 and 2023. These evaluations identified a range of critical deficiencies, and recommended significant renovations to bring the facility up to modern standards. However, the cost of those necessary improvements—combined with the building's limitations—makes new construction a more financially prudent and sustainable long-term solution.

As a result, staff recommends the issuance of Certificates of Obligation (COs) to finance the costs associated with the (i) design, acquisition, construction and equipment of a new City Hall, to serve as an administrative office building housing the governmental functions of the City and containing municipal court facilities, including the demolition of the current city hall in connection therewith, (ii) design, acquisition, construction and equipment of streets, sidewalks and parking, and (iii) the costs of professional services related thereto.

A Certificate of Obligation (CO) is a financing instrument that, according to Section 271 of the Texas Local Government Code, can be issued by a city to:

- Pay for the demolition of dangerous structures (Sec. 271.0461)
- Pay for the construction of any public work such as: street, road, sidewalk, parking structure, administrative office housing governmental functions, public safety facility, judicial facility, etc. (Sec. 271.045 & Sec. 271.043)
- Purchase materials, supplies, equipment, machinery, buildings, land, and right of way for authorized needs and purposes (Sec. 271.045)
- Pay contractual obligations for professional services, including services provided by tax appraisers, engineers, architects, attorneys, auditors, financial advisors, and fiscal agents (Sec. 271.045)

Under Section 271.049 of the Texas Local Government Code, the City is required to publish notice of its intention to issue the Certificates before City Council may approve an ordinance authorizing the sale of the Certificates.

The public notice must state:

- the time and place tentatively set for the passage of the order or ordinance authorizing the issuance of the certificates;
- the purpose of the certificates to be authorized;
- the maximum amount of certificates that can be authorized; and
- the manner in which the certificates will be paid for, whether by taxes, revenues, or a combination of the two.

The City must publish notices of intent in a newspaper of general circulation. The notice must be published once a week for two consecutive weeks. The City is also required to post notices of intent on the City's website for at least 45 days before the date set for the passage of authorizing the ordinance to issue the COs. In addition to the Texas Local Government Code's public notice mandates, staff intends to publish the Notice of Intent on all of the City's social media outlets.

Resolution 25-R-18 authorizes the publication of the statutorily required notice. In addition, Resolution 25-R-18 authorizes the City's administrative staff, with the assistance of Bond Counsel (Bracewell LLP) and Financial Advisors (US Capital Advisors LLC), to proceed with the preparation of the preliminary official statements* and notice of sale for the proposed certificates.

Contents of the Notice of Intention to Issue the Certificates
The contents of the notice of intention to issue the Certificates are dictated by state law. The maximum par amount listed in the notice of intention sets the maximum amount of certificate proceeds that may be used for the purposes outlined above. To date, the City has not requested bids for the cost of the project. As a result, the amount reflected in the Notice of Intent is the maximum estimated costs of the City Hall project, as provided by AGCM Inc. – a professional project management firm who the City engaged to provide the cost estimate.

After the adoption of Resolution 25-R-18, but prior to the sale of the COs, if information comes to the City's attention wherein the costs for the construction of a new City Hall is lower than the maximum estimated (as noted in the Notice of Intent), the City may either lower the amount requested in the Notice of Intent or add similar/related capital items listed in the notice up to the maximum.

Lastly, COs do not require up-front voter approval. If the City receives a petition protesting the issuance of the COs that is signed by five percent (5%) of the City's qualified voters, the City must hold an election to issue the COs. A petition triggering a CO election must be received by the City prior to the date tentatively set for the order or ordinance that authorizes the issuance of the CO – a minimum of 45 days must pass after the first publication of the notice of intent to issue COs and the formal adoption of the order or ordinance to issue COs.

** Preliminary Official Statement is an informational disclosure document released prior to the sale of bonds. It describes the proposed new issue of bonds prior to final determination of the maturity amounts, interest rates and offering prices/yields.*

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X
Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X
Legal Review Required: N/A __ Required X **Date Completed:** 6/2/2025 SLH
Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Resolution 25-R-18; NOI - CO Bond
2. Timetable for Certificates 2025
3. AGCM Cost Estimates for New City Hall
4. City Hall Photos

Recommendation: Move to approve Resolution 25-R-18, authorizing the publication of the Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: __

RESOLUTION NO. 25-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ALVIN §

WHEREAS, the City Council of the City of Alvin, Texas (the "City") deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth;

WHEREAS, the City desires to authorize the preparation of a preliminary official statement (the "Preliminary Official Statement") and notice of sale (the "Notice of Sale") in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551 of the Texas Government Code, as amended;

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

Section 1. The findings, definitions and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by City Council of the City (the "City Council") and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published and posted in the manner required by law and in substantially the form attached hereto as Exhibit A, notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be before the 45th day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these

public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Resolution and the Notice serve as the City's official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof, and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

Section 6. The Mayor, City Manager, Chief Financial Officer, City Secretary, and other appropriate officials of the City; the City's financial advisor, US Capital Advisors LLC; and the City's bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of a Notice of Sale and Preliminary Official Statement and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council.

Section 7. The City hereby authorizes the preparation and distribution of a Notice of Sale and Preliminary Official Statement relating to the Certificates and authorizes the Chief Financial Officer or City Manager to approve the final form of and deem final the Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 8. The Mayor, City Manager, Chief Financial Officer, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. This Resolution shall take effect immediately from and after its passage by the City Council.

(Signature page follows)

PASSED AND APPROVED on this the 5th day of June 2025 by the affirmative vote of the City Council of the City of Alvin, Texas.

_____	_____
City Secretary City of Alvin, Texas	Mayor City of Alvin, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Alvin, Texas (the "City"), will meet at the City Council Chambers, 216 West Sealy Street, Alvin, Texas, 77511, at 7:00 p.m. on August 7, 2025, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed $25,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the surplus revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design, acquisition, construction and equipment of a city hall to serve as an administrative office building housing the governmental functions of the City and containing municipal court facilities, including the demolition of the current city hall in connection therewith, (ii) the design, acquisition, construction and equipment of streets, sidewalks and parking, and (iii) the costs of professional services related thereto. The estimated combined principal and interest required to pay the Certificates on time and in full is $50,968,463. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 5.21028%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 25-R-18, dated June 5, 2025, which resolution is available from the City upon request) is $22,636,600, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is $28,465,440.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 5th day of June 2025.

Dixie Roberts
City Secretary
City of Alvin, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

$8,113,400 Total Principal Amount Designated as Self-Supporting

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation
General Obligation Refunding Bonds, Series 2013
Tax & Revenue Certificates of Obligation, Series 2015
Tax & Revenue Certificates of Obligation, Series 2017

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ALVIN §

I, the undersigned officer of the City Council of the City of Alvin, Texas, hereby certify as follows:

1. The City Council of the City of Alvin, Texas, convened in a regular meeting on the 5th day of June 2025, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Gabe Adame	Mayor
Martin Vela	Council Member, District A
Chris Vaughn	Council Member, District B
Richard Garivey	Council Member, District C
Ashley Davis	Council Member, District D
Meagan DeKeyzer	Mayor Pro-tem, Council Member, District E
Keko Moore	Council Member At Large 1
Scott Salter	Council Member At Large 2

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 25-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND APPROVING OTHER MATTERS INCIDENTAL THERETO.

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said

resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 of the Texas Government Code.

SIGNED AND SEALED this 5th day of June 2025.

_____
City Secretary
City of Alvin, Texas

[SEAL]

CITY OF ALVIN, TEXAS

TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025

S&P "AA"

COUNCIL MEETS 1ST & 3RD THURSDAY OF THE MONTH (7:00PM)

Draft 6
5/1/2025

Tentative Timetable of Events

JUNE						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

SEPTEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Complete By	Day	Event	Parties
June 5	Thursday	City Council of the City of Alvin (the "Council") approves the Notice of Intent ("NOI") to issue Tax & Revenue Certificates of Obligation, Series 2025 (the "Certificates").	All
June 6	Friday	City posts the NOI on the City's website. (Posting must remain until after the Certificate sale date.)	C
June 6	Friday	Send draft Certificate documents to S&P Global Rating for review. Request rating call.	FA
June 6	Friday	Send first draft of Certificate documents to working group for comments.	FA
June 11	Wednesday	City provides the NOI to the Alvin Sun for publication.	C
June 15	Sunday	City publishes the first NOI in the local paper.	C
June 22	Sunday	City publishes the final NOI in the local paper.	C
June 23	Monday	Comments due on the first draft of the Certificate documents.	All
July		Rating call with City Officials, Financial Advisor and S&P Analysts_____.	C, FA
July 8	Tuesday	Send final draft of the Certificate documents for final comments.	FA
July 24	Thursday	Comments due on second draft of Certificate documents.	All
July 24	Thursday	Receive S&P verbal rating.	FA

July 29	Tuesday	Print and mail POS – IPREO, Bloomberg, MAC.	FA
July 29	Tuesday	Request CUSIPs.	FA
August 7	Thursday	Competitive sale (Bids received until 10:00 a.m.).	All
August 7	Thursday	City Council adopts Ordinance authorizing the Certificates (or rejects all bids).	All
August 7	Thursday	Distribute draft of Final Official Statement ("OS").	FA
August 13	Wednesday	Comments due on draft OS.	ALL
August 14	Thursday	Print and mail Final OS.	FA
August 28	Thursday	Deliver Certificates.	C, BC

Legend	
City of Alvin	Issuer (C)
Bracewell	Bond Counsel (BC)
USCA Municipal Advisors	Financial Advisor (FA)

AGCM
Professional Project Management Firm

PROJECT NAME:

City of Alvin - New City Hall

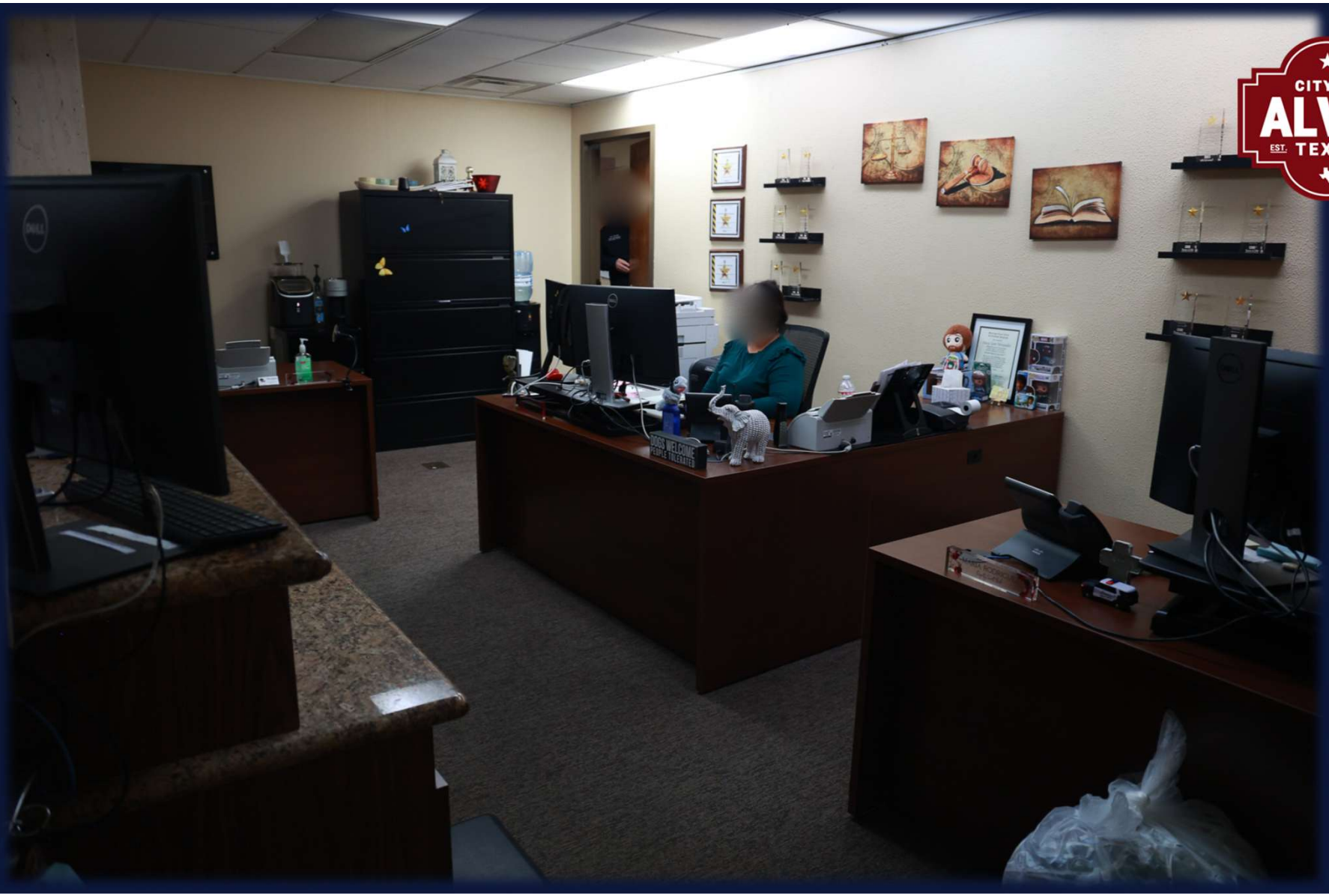
PROJECT BUDGET:
$ 25,000,000.00

REVISION:(rev 8.20.204)
revised (original SF)

CURRENT BUDGET:
$ 24,820,050.81

Line Item	Description	A Original Budget a1 Quantity	Unit	b1 Unit Cost	(a1 x b1) Total Cost
	Soft Costs				$ 3,253,156.78
1	Consultants Services				
2	CM/DB Basic Services				$ -
3	Fire Flow Testing	1	u	$ 2,500.00	$ 2,500.00
4	Arborist	1	u	$ -	$ -
5	Traffic Engineer	1	u	$ -	$ -
6	CM/DB Reimbursable Services				$ -
7	A/E Basic Services				$ -
8	Architectural & Engineering Design (10% of direct cost)	0.10	%	$ 15,346,095.00	$ 1,534,609.50
9	A/E Reimbursable Services				$ -
10	A/E Additional Services				$ -
11	ADA Final Inspection	1	u	$ 2,500.00	$ 2,500.00
12	Geotech (Design, Field analysis)	1	u	$ 25,000.00	$ 25,000.00
13	Survey	1	u	$ 10,000.00	$ 10,000.00
14	Platting	1	u	$ 5,000.00	$ 5,000.00
15	Feasibility Study		u		$ -
16	Program Management Fee (3% total program cost)	0.03	%	$ 23,220,000.00	$ 696,600.00
17	Legal Fees (Procurement Attorney, Real Estate Attorney, Contract Review Attorney, Claims/Litigation, etc.,)	1	u	$ 25,000.00	$ 25,000.00
18	Commissioning (Cx)	1		$ 50,000.00	$ 50,000.00
19	County, City and Agency Fees				
20	Miscellaneous Fees (Permit) In plan check and permit	1	u	$ -	$ -
21	Water Impact Fee	1	u	$ 13,371.78	$ 13,371.78
22	Wastewater Impact Fee	1	u	$ 14,463.00	$ 14,463.00
23	Environmental Impact Fee				$ -
24	Building/Fire Department Plan Check and Permit	26750	gsf	$ 1.00	$ 26,750.00
25	Public Works Fee	1	u	$ 2,000.00	$ 2,000.00
26	Advertising	1	u	$ 500.00	$ 500.00
27	Prompt Pay Interest				$ -
28	Capital Impact Fees				$ -
29	Owner Supplied Insurance		%		$ -
30	Utility Company Connection Services and Fees				
31	Data Service	1	u	$ -	$ -
32	Gas Service	1	u	$ 15,000.00	$ 15,000.00
33	Electrical Service	1	u	$ 25,000.00	$ 25,000.00
34	Water Service	1	u	$ 900.00	$ 900.00
35	Temp. Utilities Consumption fees during Construction	1	gsf	$ 45,000.00	$ 45,000.00
36	Telecommunications/Network (dry utility)	1	u	$ 25,000.00	$ 25,000.00
37	Management Software/Licensing Fees	1	u	$ 6,600.00	$ 6,600.00
38	Security System	1	u	$ 75,000.00	$ 75,000.00
39	A/V Equipment	1	u	$ 75,000.00	$ 75,000.00

40	**Equipment**				$	-
41	**Furniture (25% existing - 75% new)**	26750	gsf	$ 18.75	$	501,562.50
42	**Moving Expenses**	1	u	$ 15,000.00	$	15,000.00
43	**Storage Fees (16 months)**	16	mo	$ 800.00	$	12,800.00
44	**Building Rental (temporary facilities during construction)**	16	mo	$ 3,000.00	$	48,000.00
45	**Construction Phase**	26750.00		799	$	21,377,464.03
46	Permits	26750	gsf	$ 0.15	$	4,012.50
47	General Requirements	26750	gsf	$ 15.00	$	401,250.00
48	Demolition / Existing Conditions	26750	gsf	$ 10.00	$	267,500.00
49	Concrete	26750	gsf	$ 48.40	$	1,294,700.00
50	Masonry	26750	gsf	$ 6.10	$	163,175.00
51	Metals	26750	gsf	$ 74.04	$	1,980,570.00
52	Woods & Plastics	26750	gsf	$ 23.36	$	624,880.00
53	Thermal & Moisture	26750	gsf	$ 30.59	$	818,282.50
54	Openings	26750	gsf	$ 58.40	$	1,562,200.00
55	Finishes	26750	gsf	$ 75.91	$	2,030,592.50
56	Specialties	26750	gsf	$ 32.01	$	856,267.50
57	Equipment	26750	gsf	$ 2.15	$	57,512.50
58	Furnishings	26750	gsf	$ 4.71	$	125,992.50
59	Special Construction	26750	gsf	$ 0.27	$	7,222.50
60	Conveying Equipment	26750	gsf	$ 5.74	$	153,545.00
61	Fire Suppression	26750	gsf	$ 5.19	$	138,832.50
62	Plumbing	26750	gsf	$ 15.82	$	423,185.00
63	HVAC	26750	gsf	$ 48.00	$	1,284,000.00
64	Electrical	26750	gsf	$ 42.47	$	1,136,072.50
65	Communications	26750	gsf	$ 20.50	$	548,375.00
66	Electronic Safety & Security	26750	gsf	$ 19.50	$	521,625.00
67	Earthwork	26750	gsf	$ 3.67	$	98,172.50
68	Pedestrian Plaza and additional surface parking	1	u	$ 250,000.00	$	250,000.00
69	Exterior Improvements	26750	gsf	$ 10.00	$	267,500.00
70	Utilities	26750	gsf	$ 12.36	$	330,630.00
71	**General Conditions (6% of the Direct Cost)**	0.06	%	$ 15,346,095.00	$	920,765.70
72	**Overhead (2% of the direct cost)**	0.02	%	$ 15,346,095.00	$	306,921.90
73	**General Contractors Fee / Profit (6% of the Direct Cost)**	0.06	%	$ 15,346,095.00	$	920,765.70
74	**Owner's Contingency (6% of the Direct Cost)**	0.06	%	$ 17,494,548.30	$	1,049,672.90
75	**Site Utilities Contingency**	1	u	$ 100,000.00	$	100,000.00
76	**Estimating Contingency (5% of total)**	0.05	%	$ 18,644,221.20	$	932,211.06
77	**Bonds & Insurance**	0.05	%	$ 19,576,432.26	$	978,821.61
78	**Escalation (4% annual rate)**	0.040	%	$ 20,555,253.87	$	822,210.15
79	**Testing and Air Balancing**				$	189,430.00
80	**Construction Testing**					
81	Soils Testing	26750	gsf	$ 0.66	$	17,655.00
82	Materials Testing	26750	gsf	$ 1.64	$	43,870.00
83	Lead & Asbestos Abatement Observation, Testing, Clearance report	26750	gsf	$ 1.00	$	26,750.00
84	Asbestos Abatement Contractor/work	26750	gsf	$ 2.00	$	53,500.00
85	Archeo/Paleo Site Observations	1	u	$ -	$	-
86	Water Intrusion Testing and Inspections	1	u	$ 30,000.00	$	30,000.00
87	**Envelope Testing**					
88	Roofing and Wateproofing Inspections	26750	gsf	$ 0.66	$	17,655.00
89	**Electrical Testing**	1	u	$ -	$	-
	Totals					**24,820,050.81**


DOGS WELCOME
PEOPLE TOLERATED

PLEASE DO NOT PUT
FOOD DOWN SINK.
THE DISPOSAL DOES
NOT WORK

COMPAQ

BE KIND

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Engineering **Contact:** Shana Church, Assistant City Engineer

Agenda Item: Consider a variance request from the homeowners at 1823 Meadowview Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet into the twenty-five-foot front building setback and two feet into the five-foot side building setback for the construction of a carport.

Type of Item: Action Item

Summary: On March 20, 2025, the Engineering Department received a variance request from the homeowners at 1823 Meadowview Drive, to be permitted to encroach 22 feet into the 25-foot front building setback and 2 feet into the 5-foot side building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1823 Meadowview Drive, for reasons outlined in the attached request letter. The carport, as proposed on the attached property survey, will encroach 22 feet into the 25' front building setback; however, it will still be approximately 14 feet 6 inches from the nearest edge of the Meadowview Drive pavement.

The City Planning Commission approved the variance request unanimously at their meeting on May 20, 2025. Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required X **Date Completed:** __6/2/2025 SLH__

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Variance Request Letter; 1823 Meadowview Dr
2. Photos/Survey of Meadowview Dr

Recommendation: Move to approve variance request from the homeowners at 1823 Meadowview Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet into the twenty-five-foot front building setback and two feet into the five-foot side building setback for the construction of a carport.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable:X
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

PH. [redacted]-HOME
[redacted]-MOBILE
E-MAIL: [redacted]

LLOYD & JOYCE COX
1823 MEADOWVIEW DR.
ALVIN, TX 77511

20 MAR 2025

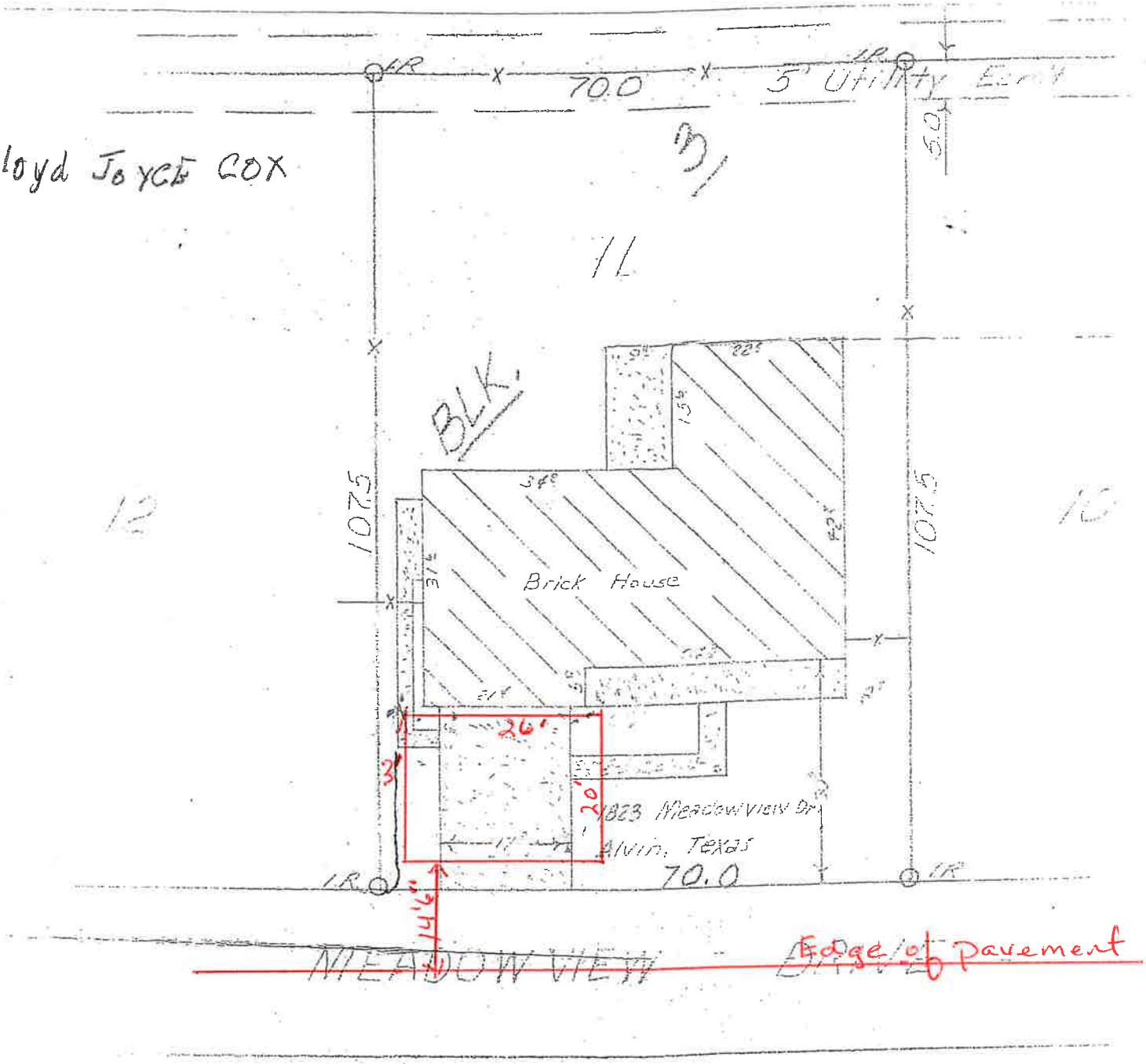
TO WHOM IT MAY CONCERN:

THIS LETTER IS IN REGARD OBTAINING A VARIANCE FOR A CARPORT ON OUR PROPERTY. NOW THAT WE OR BOTH GETTING MORE MATURE PARKING OUR CARS IN THE GARAGE HAS BECOME DIFFICULT.

WE HAVE INCLUDED FOUR PICTURE WITH CARPORTS AN/OR BOAT STORAGE IN OUR NEIGHBORHOOD. THE ADDRESS IS ON THE BACK ANY QUESTION PLEASE CALL.

LLOYD & JOYCE COX

Lloyd Cox
Joyce Cox



SURVEY PLAT SHOWING BOUNDARIES AND IMPROVEMENTS ON LOT [illegible] BLOCK 3, GLENNVIEW SUBDIVISION OF THE CITY OF ALVIN, [illegible] OF BRAZORIA, STATE OF TEXAS, ACCORDING TO VOLUME [illegible] PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

SCALE 1" = 20 FEET

[illegible] H. Adams, Registered Public Surveyor No. [illegible] certify that the above survey was made on the ground [illegible] under my supervision in May, 1974, and this plat is [illegible] correct to the best of my knowledge and belief.

STATE OF TEXAS
D. H. ADAMS
5201

D. H. Adams
Registered Public Surveyor

Google Maps

1817 Meadowview Dr

Alvin, Texas

Google Street View

Feb 2025 See more dates

Image capture: Feb 2025 © 2025 Google

Google Maps

1731 Glenview Dr

Alvin, Texas

Google Street View

Feb 2025 See more dates

Image capture: Feb 2025 © 2025 Google

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Legal Department **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 25-N, an ordinance releasing approximately 90.81 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On or about May 19, 2025, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Alizadeh Alireza, the owner of approximately 90.81 acres of land in unincorporated Brazoria County, as reflected in the attached map. Section 42.105(d) of the Texas Local Government Code provides that a City shall take action on a Petition for Release before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later. This Ordinance is being presented within 45 days of receiving the Petition.

Paul Chavez spoke with the developer of the property, who indicated that the tract does not receive any City services, did not appear to be in the plans for extension of City services in the foreseeable future, and that paying the City for development costs without infrastructure support would create unnecessary extra costs.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 5/22/2025 SLH

Supporting documents attached:

1. Ord. 25-N; Releasing Land from ETJ
2. Petition for Release from ETJ
3. Exhibit A - Metes and Bounds
4. Exhibit B - Property Maps
5. Exhibit C - Ownership Documents

Recommendation: Move to approve Ordinance 25-N, releasing approximately 90.81 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __ Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-N

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 90.81 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

WHEREAS, on or about May 19, 2025, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Alizadeh Alireza, the owner of approximately 90.81 acres of land located in unincorporated Brazoria County, located entirely within the City of Alvin's ETJ, in Brazoria County, Texas.

WHEREAS, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 90.81 acres of land in the City's ETJ, as described in Exhibit A and reflected on Exhibit B, both attached hereto and incorporated herein for all purposes; and

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

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

Section 2. Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 90.81 acres of land as described in Exhibit A and reflected in Exhibit B from its extraterritorial jurisdiction.

Section 3. This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

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

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

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

PASSED AND APPROVED on this 5th day of June 2025.

CITY OF ALVIN, TEXAS	**ATTEST**
By: _____	By: _____
Gabe Adame, Mayor	Dixie Roberts, City Secretary

PETITION REQUESTING
RELEASE FROM EXTRATERRITORIAL JURISDICTION

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

ALIZADEH ALIREZA (" Petitioner"), the owner of all the property described by the City Planning Letter & Survey in **Exhibit A** attached hereto and incorporated herein for all purposes the " Property"), files this petition pursuant to the provisions of Section 42. 102(b), Texas Local Government Code and requests the City of Alvin, "Texas (the " City") to release the Property from the City' s extraterritorial jurisdiction, and would show the following:

I.

The location of the Property with respect to the City' s extraterritorial jurisdiction is shown on the map attached as **Exhibit B**, which is incorporated herein for all purposes. As shown on **Exhibit B**, all of the Property is currently within the extraterritorial jurisdiction of the City. None of the Property is within the corporate limits or extraterritorial jurisdiction of any other municipality.

II.

Petitioner is the sole owner and holder of title to all of the Property. Thus, in accordance with 42. 104(a)(2), Texas Local Government Code, this petition is signed by holder of a majority in value of the Property, as indicated by the tax rolls of the Brazoria County Appraisal District. The Property is comprised of the Following Brazoria County Appraisal District Property ID: 175429, 175430 and 175431. Copies of the Brazoria County Appraisal District records showing the ownership of the Property are attached as **Exhibit C** and incorporated herein for all purposes.

III.

Petitioner submits that the Property is required to be released from the City' s extraterritorial jurisdiction pursuant to the provisions of Section 42. 105, Texas Local Government Code.

WHEREFORE, Petitioner requests that this petition be properly filed and verified by the City Secretary as provided by law, and that it be considered by the City Council, and that the City Council adopt an ordinance releasing the Property from the City's extraterritorial jurisdiction.

Dated this 7th day of February 2025.

PETITIONER:

ALIZADEH ALIREZA

Petitioner owns all of the Property, which has an area of approximately 90.81 acres of land.

By: _____
ALIZADEH ALIREZA
DOB:
Address: 2807 Sunshine Cir., Sugar Land, TX 77479

Ramon Soria
My Commission Expires
10/10/2028
Notary ID 130859409

EXHIBIT A

Post Oak TITLE

CITY PLANNING LETTER

GF Number: **90.81 Acres**

Date: May 12th 2025

To: City of Alvin 216
W. Sealy St Alvin,
TX 77511

Post Oak Title certifies that a diligent search of the real property records of title plant has been made, as to the herein described property, and as of 8:00 AM on the 7th May 2025 we find the following:

Property Description:

TRACT OF LAND CONTAINING 90. 81 ACRES OF LAND,□AND BEING LOTS I, 2, 3, & 4, IN BLOCK NO. 16, L0TS I, 2, 3, & 4, IN BLOCK NO. 17, AND LOTSI AND 2 IN BLOCK NO. 18 OF THE HOOPER AND WADE SUBDIVISION OF THE H. T. & B RR□ (CHASE O' DONNELL) SURVEY, ABSTRACT 495,□ AND BEING THE SAME PROPERTYCONVEYED TO MRS. MELANIE BLOCH FISCHL BY DEED RECORDED IN VOLUME 178, PAGE164 DEED RECORDS OF BRAZORIA COUNTY

Owner(s) of Record: **ALIZADEH ALIREZA**

Deed Restrictions:

None

Easements and other encumbrances:

a. **Oil Gas and Mineral Lease filed of record on january 12th 1938 between Melaine Fischl Bloch and J.T Mackey under file number 03000049 Book Number 300 and Page Number 49**

b. **Oil Gas and Mineral Lease filed of record on December 6th 1940 under file number 03410098 between Gulfboard Oil and Melaine Bloch Fischl**

c. **Right of Way filed of record on December 19th 1947 under file number 04240512 between Phillips Petroleum Company and Phiip Fischl**

d. **Oil Gas and Mineral Lease filed of record on March 1st 1968 under file number 1968003187 between Mrs. Fischl Philip and Mcginnes V. C.**

EXHIBIT A

e. **Oil Gas and Mineral Lease filed of record on February 7th 1979 under file number 1979004151 between Davis Oil Co. and Melaine Fischl**

f. **Oil Gas and Mineral Lease filed of record on July 31st 1986 under file number 1986026194 between Melaine Fischl and Melaine Rose Green and Embree-Blair Oil and Gas Corp.**

g. **Oil Gas and Mineral Lease filed of record on March 10th 1989 under file number 1989006720 between Mealine Fischl and Search Exploration Ltd.**

h. **Oil Gas and Mineral Lease filed of record on June 7th 1999 under file number 1999025916 between Mealine Fischl and Fraizer Resources Co.**

i. **Oil Gas and Mineral Lease filed of record on October 13th 2003 under file number 2003065622 between Melaine Fischl and Aspect Resources LLC**

Lien Holder(s)

None of record

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of and shall inure to the benefit of PLATTING. The liability of the Title Company, Post Oak Title, for mistakes or errors in this letter is hereby limited to the cost of said letter.

EXHIBIT A

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Post Oak Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Post OakTitle Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Post Oak Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Post Oak Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Post Oak Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Post Oak Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Post Oak Title Company and will cover all actions arising by statues, in contract, or in tort.

Post Oak Title

Ali Charania, Title Examiner

EXHIBIT A

FLOOD INFO:
* THIS TRACT OR LOT IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "X" AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 185458, MAP No. 480390, PANEL No. 0310 H, DATED 06-05-89

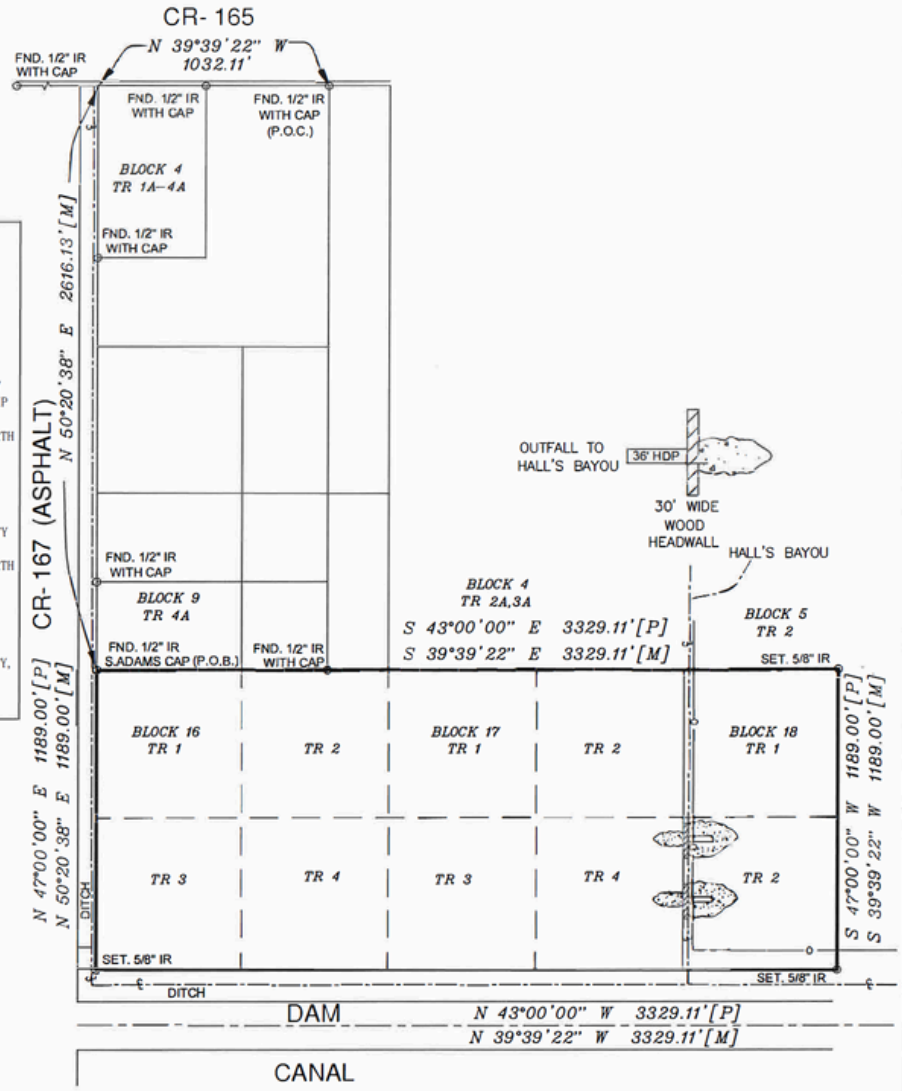
* THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

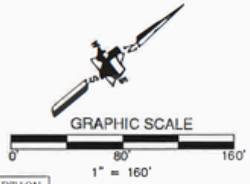
NOTES:

1). LEASE FOR COAL, IGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH THE RIGHTS INCIDENT THERETO, DATED JANUARY 9, 1989, BY AND BETWEEN MELANIE ROSE GREEN DAVIDOFF, AS THE SECOND SUCCESSOR OR SUBSTITUTE TRUSTEE OF THE TESTAMENTARY TRUST CREATED UNDER THE WILL OF MELANIE FISCHL, DECEASED, AS LESSOR, AND SEARCH EXPLORATION, LTD., AS LESSEE, RECORDED MARCH 10, 1989 AT VOLUME 89 650, PAGE 16 (89006720) OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
2). A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN.
DATED: SEPTEMBER 13, 1967
LESSOR: MRS. PHILIP FISCHL
LESSEE: V. C. MCGINNIES
RECORDING DATE: MARCH 1, 1968
RECORDING NO.: VOLUME 995, PAGE 278 (68003187) DEED RECORDS OF BRAZORIA COUNTY TEXAS.
3). A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN.
DATED: MARCH 1, 1974
LESSOR: MELANIE (GREEN) DAVIDOFF, TRUSTEE U/W MELANIE R. FISCHL, DECEASED
LESSEE: BRISCOE PRODUCTION COMPANY OF BRAZORIA COUNTY, TEXAS.
RECORDING DATE: APRIL 25, 1974
RECORDING NO: VOLUME 1201, PAGE 263 (74008206) DEED RECORDS OF BRAZORIA COUNTY, TEXAS.
4). ALL BEARINGS SHOWN ARE REFERENCED PER THE RECORDED DEED.

LEGEND

I. R.	IRON ROD
WM	WATER METER
———	CENTER LINE OF DITCH
- O -	CHAIN LINK FENCE
B. C. C. F.	BRAZORIA COUNTY CLERK'S FILE
B. C. P. R.	BRAZORIA COUNTY PLAT RECORDS
[P]	PER PLAT
[M]	MEASURED
S. C.	SERVICE POLE
F. H.	FIRE HYDRANT
WV	WATER VALVE
- E -	OVERHEAD ELECTRIC LINES



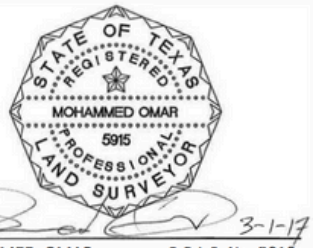


PROPERTY DESCRIPTION

A TRACT OF LAND CONTAINING 90.81 ACRES OF LAND, AND BEING LOTS 1, 2, 3, & 4, IN BLOCK NO. 16, LOTS 1, 2, 3, & 4, IN BLOCK NO. 17, AND LOTS 1 AND 2, IN BLOCK NO. 18 OF THE HOOPER AND WADE SUBDIVISION OF THE H. T. & B. RR(CHASE, O'DONNELL) SURVEY, ABSTRACT 495, AND BEING THE SAME PROPERTY CONVEYED TO MRS. MELANIE BLOCH FISCHL BY DEED RECORDED IN VOLUME 178, PAGE 164 DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

ADDRESS:
PROPOSED BORROWER: JOE SEEBER
PROPOSED INSURED: MIE-MIE KYAW AND ASSIGNS
OWNER OF RECORD: MELANIE BLOCH FISCHL, DECEASED
TITLE COMPANY: FIDELITY TITLE
G. F. NO.: FTHH7000945
FIELD CREW: DK
DRAWN BY:

JOB NO. CR 167



MOHAMMED OMAR R.P.L.S. No. 5915

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

HAWKLAND SURVEYING
WWW.HAWKLAND SURVEYING.COM

527 BELWIN DRIVE
KATY, TEXAS 77450
PH: (713) 906-9790
FAX: (888) 400-9143
EMAIL: momar@hawkland-surveying.com

EXHIBIT B - LOCATION MAP COUNTY ROAD 167 TX 77511

Portrait_8.5x11

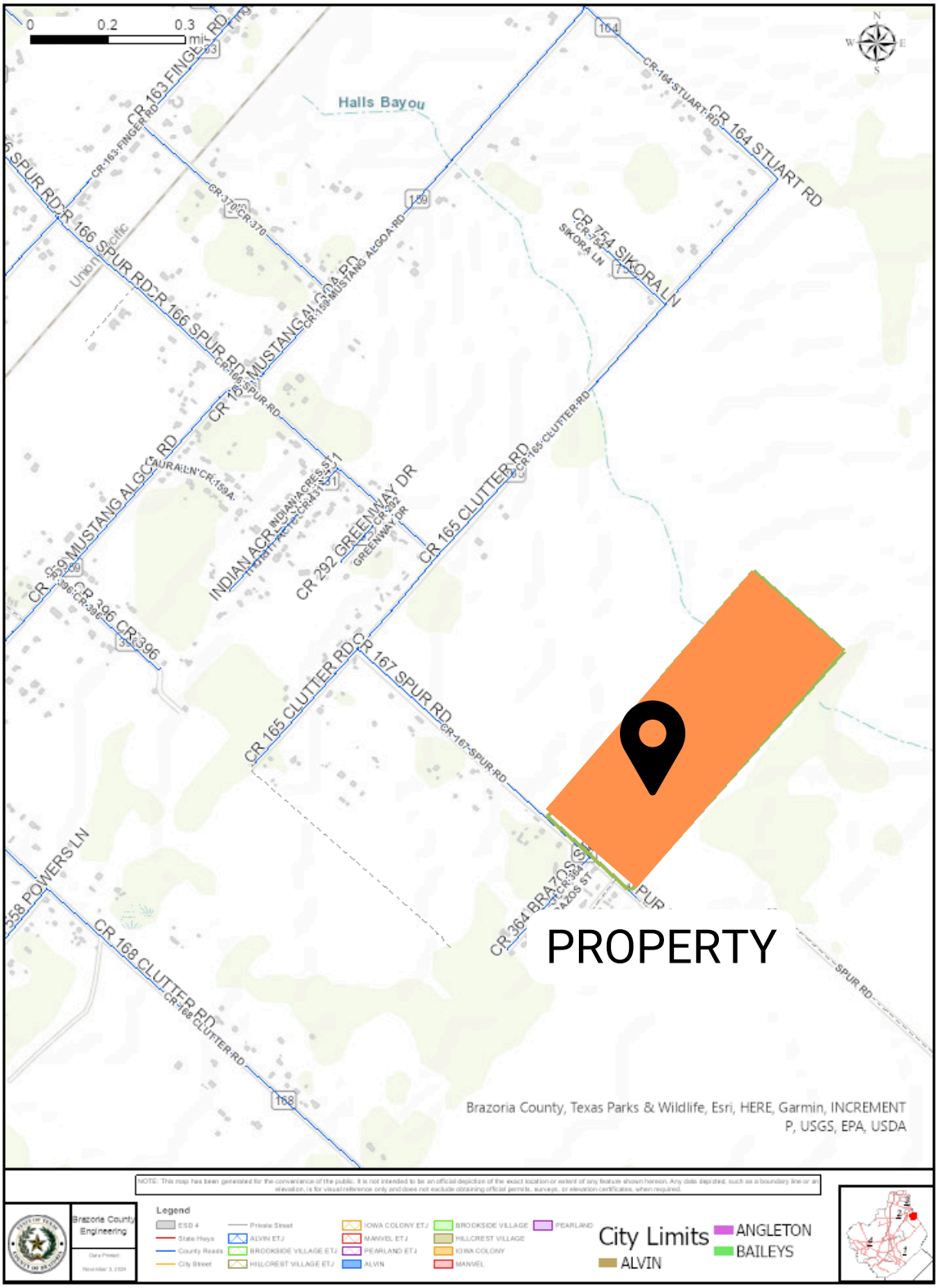


EXHIBIT B - LOCATION MAP COUNTY ROAD 167 TX 77511

Portrait_8.5x11

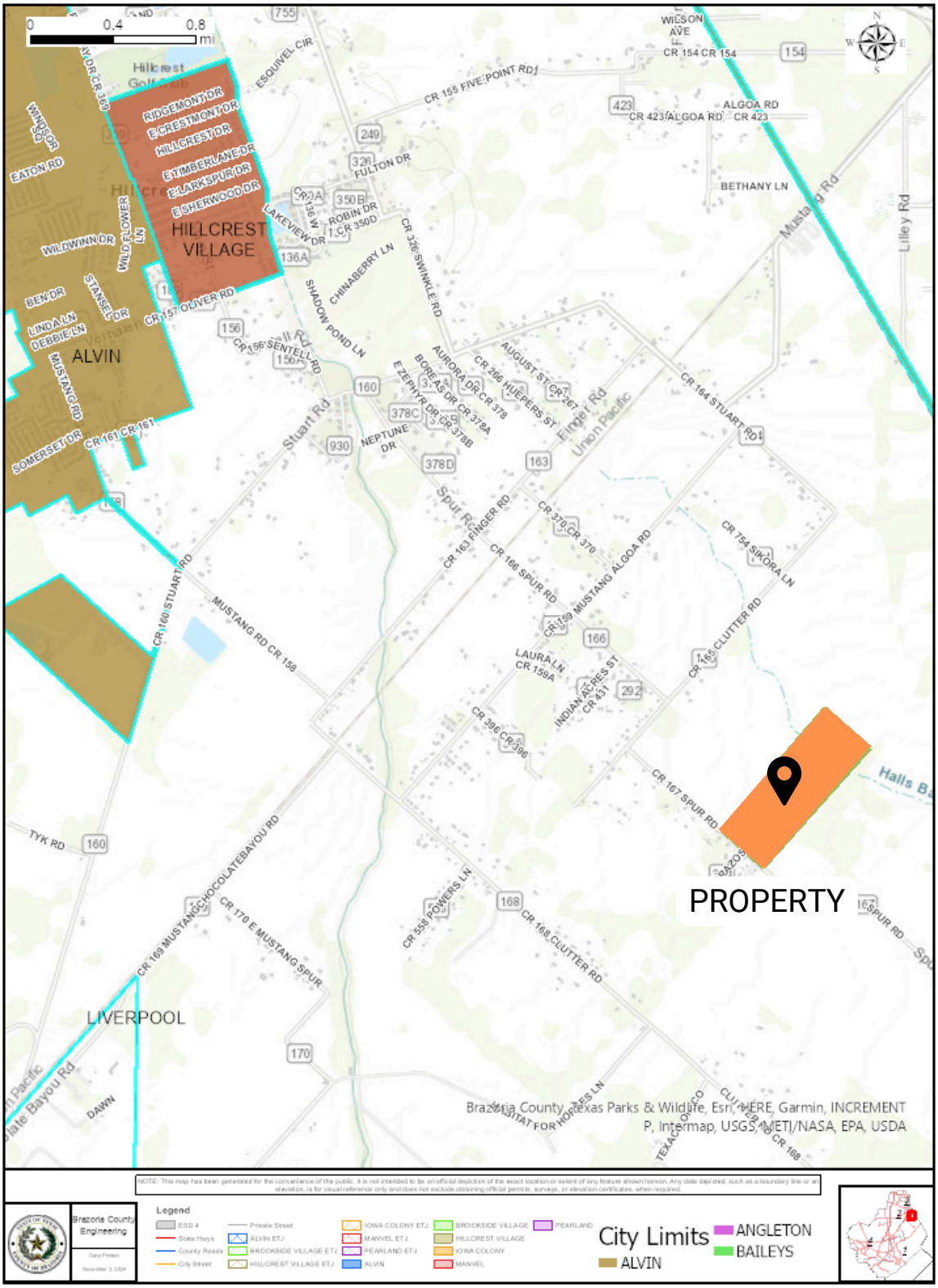


EXHIBIT B - LOCATION MAP COUNTY ROAD 167 TX 77511

Portrait_8.5x11

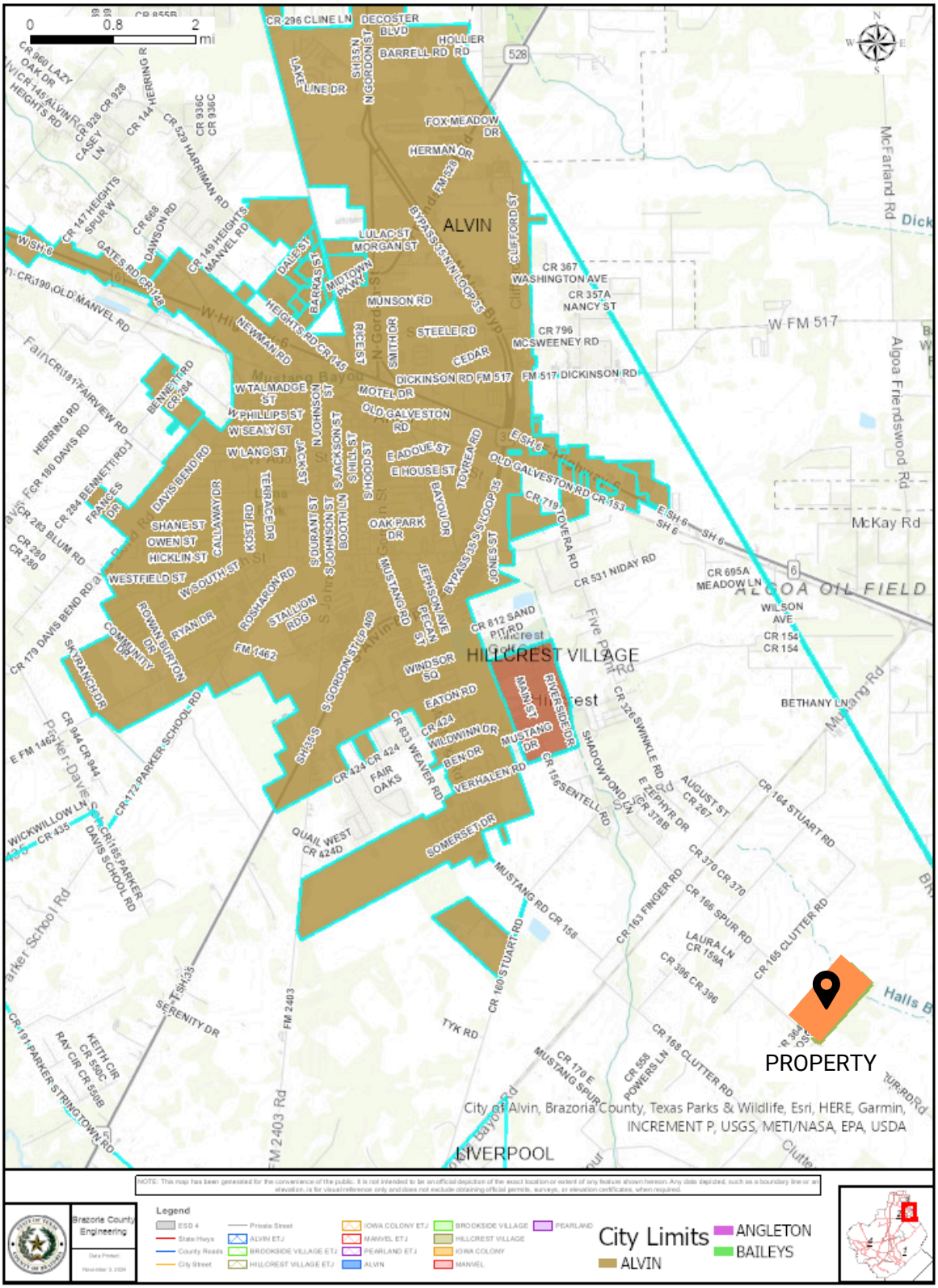


EXHIBIT C

Property Details

Account		
Property ID:	175429	**Geographic ID:** 0495-0019-000
Type:	R	**Zoning:** 10/25/2019 PPP
Property Use:		
Location		
Situs Address:	COUNTY ROAD 167 TX 77511	
Map ID:		**Mapsco:**
Legal Description:	A0495 HOOPER & WADE BLOCK 16 TRACT 1TO4 ACRES 40.0	
Abstract/Subdivision:	A0495	
Neighborhood:	(SAL.SE) SAL-SOUTHEAST	
Owner		
Owner ID:	1148104	
Name:	ALIZADEH ALIREZA	
Agent:		
Mailing Address:	2807 SUNSHINE CIR SUGARLAND, TX 77479-2041	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$215,300 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$215,300 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$215,300 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$215,300
Ag Use Value:	$0

EXHIBIT C

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ALIZADEH ALIREZA **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	$215,300	$215,300	$0.00	
DR3	BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN)	$215,300	$215,300	$322.95	
EM3	BRAZORIA COUNTY EMERGENCY DISTRICT #3	$215,300	$215,300	$166.77	
GBC	BRAZORIA COUNTY	$215,300	$215,300	$563.28	
JAL	ALVIN COMMUNITY COLLEGE	$215,300	$215,300	$335.84	
RDB	ROAD & BRIDGE FUND	$215,300	$215,300	$90.26	
SAL	ALVIN INDEPENDENT SCHOOL DISTRICT	$215,300	$215,300	$2,519.01	

Total Tax Rate: 1.856993

Estimated Taxes With Exemptions: $3,998.11

Estimated Taxes Without Exemptions: $3,998.11

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A9I	IRRIGATED CROP LAND	40.00	1,742,400.00	0.00	0.00	$215,300	$0

EXHIBIT C

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	$0	$215,300	$0	$215,300	$0	$215,300
2023	$0	$215,300	$0	$215,300	$0	$215,300
2022	$0	$188,380	$0	$188,380	$0	$188,380
2021	$0	$174,930	$0	$174,930	$0	$174,930
2020	$0	$161,470	$0	$161,470	$0	$161,470
2019	$0	$127,280	$0	$127,280	$0	$127,280
2018	$0	$152,740	$0	$152,740	$0	$152,740
2017	$0	$115,000	$10,800	$10,800	$0	$10,800
2016	$0	$120,000	$10,800	$10,800	$0	$10,800

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/30/2017	DV	DEED RETAINING VENDORS LIEN	DAVIDOFF MELANIE TR	KYAW MIE MIE	17	019549	
12/4/2017	AD	ASSUMPTION DEED	KYAW MIE MIE	ALIZADEH ALIREZA	18	000548	

EXHIBIT C

Property Details

Account		
Property ID:	175430	**Geographic ID:** 0495-0019-001
Type:	R	**Zoning:** 10/25/2019 PPP
Property Use:		
Location		
Situs Address:	COUNTY ROAD 167 TX	
Map ID:		**Mapsco:**
Legal Description:	A0495 HOOPER & WADE BLOCK 17 TRACT 1TO4 ACRES 40.0	
Abstract/Subdivision:	A0495	
Neighborhood:	(SAL.SE) SAL-SOUTHEAST	
Owner		
Owner ID:	1148104	
Name:	ALIZADEH ALIREZA	
Agent:		
Mailing Address:	2807 SUNSHINE CIR SUGARLAND, TX 77479-2041	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$215,300 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$215,300 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$215,300 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$215,300
Ag Use Value:	$0

EXHIBIT C

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ALIZADEH ALIREZA **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	$215,300	$215,300	$0.00	
DR3	BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN)	$215,300	$215,300	$322.95	
EM3	BRAZORIA COUNTY EMERGENCY DISTRICT #3	$215,300	$215,300	$166.77	
GBC	BRAZORIA COUNTY	$215,300	$215,300	$563.28	
JAL	ALVIN COMMUNITY COLLEGE	$215,300	$215,300	$335.84	
RDB	ROAD & BRIDGE FUND	$215,300	$215,300	$90.26	
SAL	ALVIN INDEPENDENT SCHOOL DISTRICT	$215,300	$215,300	$2,519.01	

Total Tax Rate: 1.856993

Estimated Taxes With Exemptions: $3,998.11

Estimated Taxes Without Exemptions: $3,998.11

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A9I	IRRIGATED CROP LAND	40.00	1,742,400.00	0.00	0.00	$215,300	$0

EXHIBIT C

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	$0	$215,300	$0	$215,300	$0	$215,300
2023	$0	$215,300	$0	$215,300	$0	$215,300
2022	$0	$188,380	$0	$188,380	$0	$188,380
2021	$0	$174,930	$0	$174,930	$0	$174,930
2020	$0	$161,470	$0	$161,470	$0	$161,470
2019	$0	$127,280	$0	$127,280	$0	$127,280
2018	$0	$152,740	$0	$152,740	$0	$152,740
2017	$0	$115,000	$10,800	$10,800	$0	$10,800
2016	$0	$120,000	$10,800	$10,800	$0	$10,800

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/30/2017	DV	DEED RETAINING VENDORS LIEN	DAVIDOFF MELANIE TR	KYAW MIE MIE	17	019549	
12/4/2017	AD	ASSUMPTION DEED	KYAW MIE MIE	ALIZADEH ALIREZA	18	000548	

EXHIBIT C

Property Details

Account		
Property ID:	175431	**Geographic ID:** 0495-0019-002
Type:	R	**Zoning:** 10/25/2019 PPP
Property Use:		
Location		
Situs Address:	COUNTY ROAD 167 TX	
Map ID:		**Mapsco:**
Legal Description:	A0495 HOOPER & WADE BLOCK 18 TRACT 1-2 ACRES 10.9	
Abstract/Subdivision:	A0495	
Neighborhood:	(SAL.SE) SAL-SOUTHEAST	
Owner		
Owner ID:	1148104	
Name:	ALIZADEH ALIREZA	
Agent:		
Mailing Address:	2807 SUNSHINE CIR SUGARLAND, TX 77479-2041	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$52,800 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$52,800 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$52,800 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$52,800
Ag Use Value:	$0

EXHIBIT C

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ALIZADEH ALIREZA **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	$52,800	$52,800	$0.00	
DR3	BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN)	$52,800	$52,800	$79.20	
EM3	BRAZORIA COUNTY EMERGENCY DISTRICT #3	$52,800	$52,800	$40.90	
GBC	BRAZORIA COUNTY	$52,800	$52,800	$138.14	
JAL	ALVIN COMMUNITY COLLEGE	$52,800	$52,800	$82.36	
RDB	ROAD & BRIDGE FUND	$52,800	$52,800	$22.13	
SAL	ALVIN INDEPENDENT SCHOOL DISTRICT	$52,800	$52,800	$617.76	

Total Tax Rate: 1.856993

Estimated Taxes With Exemptions: $980.49

Estimated Taxes Without Exemptions: $980.49

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A9I	IRRIGATED CROP LAND	10.90	474,804.00	0.00	0.00	$52,800	$0

EXHIBIT C

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	$0	$52,800	$0	$52,800	$0	$52,800
2023	$0	$52,800	$0	$52,800	$0	$52,800
2022	$0	$46,200	$0	$46,200	$0	$46,200
2021	$0	$42,900	$0	$42,900	$0	$42,900
2020	$0	$39,600	$0	$39,600	$0	$39,600
2019	$0	$90,200	$0	$90,200	$0	$90,200
2018	$0	$108,240	$0	$108,240	$0	$108,240
2017	$0	$31,340	$2,940	$2,940	$0	$2,940
2016	$0	$32,700	$2,940	$2,940	$0	$2,940

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/30/2017	DV	DEED RETAINING VENDORS LIEN	DAVIDOFF MELANIE TR	KYAW MIE MIE	17	019549	
12/4/2017	AD	ASSUMPTION DEED	KYAW MIE MIE	ALIZADEH ALIREZA	18	000548	

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Legal Department **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 25-O, an ordinance releasing approximately 179.8 acres of land from the extraterritorial jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On or about May 8, 2025, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from DPEG Iowa Colony, LP, the owner of approximately 179.8 acres of land near the Iowa Colony city limits, as reflected in the attached map.

Section 42.105(d) of the Texas Local Government Code provides that a City shall take action on a Petition for Release before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later. This Ordinance is being presented within 45 days of receiving the Petition.

The attorney for the Development advised that this tract, along with two (2) other tracts, are being developed as a whole, in accordance with a Development Agreement between the Developer and Iowa Colony. Once released from Alvin's ETJ, this tract will likely be annexed into the Iowa Colony city limits.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 5/22/2025

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Ord. 25-O; Releasing Land from ETJ
2. Exhibit A - Map of Property
3. Exhibit B - Metes and Bounds
4. Exhibit C - Ownership Documents
5. Petition
6. Location of Property on Aerial Map

Recommendation: Move to approve Ordinance 25-O, releasing approximately 179.8 acres of land from the extraterritorial jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __ Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-O

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 179.8 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

WHEREAS, on or about May 8, 2025, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from DPEG Iowa Colony, LP, a Texas limited partnership, the owner of approximately 179.8 acres of land located near the city limits of Iowa Colony, located entirely within the City of Alvin's ETJ, in Brazoria County, Texas.

WHEREAS, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 179.8 acres of land in the City's ETJ, as described in Exhibit A and reflected on Exhibit B, both attached hereto and incorporated herein for all purposes; and

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

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

Section 2. Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 179.8 acres of land as described in Exhibit A and reflected in Exhibit B from its extraterritorial jurisdiction.

Section 3. This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

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

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

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

PASSED AND APPROVED on this 5th day of June 2025.

CITY OF ALVIN, TEXAS	**ATTEST**
By: _____	By: _____
Gabe Adame, Mayor	Dixie Roberts, City Secretary

EXHIBIT "A"
Map of the Property

EXHIBIT "B"

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
179.8 ACRES OR 7,830,247 SQ. FT.

A TRACT OR PARCEL CONTAINING 179.8 ACRES OR 7,830,247 SQUARE FEET OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, SURVEY NUMBER (NO.) 45, ABSTRACT NO. 257, BRAZORIA COUNTY, TEXAS, BEING PART OF KLOBOUK FIELDS, ACCORDING TO A MAP OR PLAT THEREOF IN VOLUME (VOL.) 17, PAGE (PG.) 113-114, IN THE BRAZORIA COUNTY MAP RECORDS (B.C.M.R.), PART OF A CALLED 7.531 ACRE TRACT, AS DESCRIBED IN DEED TO J&M REAL ESTATE INVESTMENTS, LLC, AS RECORDED IN BRAZORIA COUNTY CLERK FILE (B.C.C.F.) NO. 2024038039, ALL OF A CALLED 7.50 ACRE TRACT, AS DESCRIBED IN DEED TO JOHN OLSOVSKY AND WIFE, PAULINE D. OLSOVSKY, AS RECORDED IN B.C.C.F. NO. 2010048482, PART OF A CALLED 55.00 ACRE TRACT, AS DESCRIBED IN DEED TO JOHN OLSOVSKY AND WIFE, PAULINE D. OLSOVSKY, AS RECORDED IN B.C.C.F. NO(S). 1974006646, 1974008583, 1974018753, 1976002924 AND 1977001571 AND PART OF A CALLED 55.00 ACRE TRACT, AS DESCRIBED IN DEED TO JOHN OLSOVSKY AND WIFE, PAULINE D. OLSOVSKY, AS RECORDED IN H.C.C.F. NO. 2007039567 AND 2007036170, WITH SAID 179.8 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING, AT A COTTON SPINDLE SET IN THE CENTERLINE OF COUNTY ROAD 63 (WIDTH VARIES AS MONUMENTED), FOR THE NORTHWEST CORNER OF A CALLED 89.99 ACRE TRACT, AS DESCRIBED IN DEED TO AZAM KHAN KUNDI AND MONIRA HAMD-KUNDI, AS RECORDED IN B.C.C.F. NO. 2005045400, SAME BEING THE NORTHEAST CORNER OF SAID KLOBOUK FIELDS AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 18 MIN. 44 SEC. EAST, ALONG AND WITH THE WESTERLY LINES OF SAID CALLED 89.99 ACRE TRACT, A CALLED 20.3372 ACRE TRACT, AS DESCRIBED IN DEED TO JOHN A. DETERLING, AS RECORDED IN B.C.C.F. NO. 2014038896, AND A CALLED 29.0556 ACRE REMAINDER TRACT, AS DESCRIBED IN DEED TO MARTIN L. ROBERTS AND LYNNE B. ROBERTS, AS RECORDED IN B.C.C.F. NO. 2003064792, SAME BEING THE EASTERLY LINES OF SAID CALLED KLOBOUK FIELDS, SAID CALLED 7.50 ACRE TRACT, SAID CALLED 55.00 ACRE TRACTS, A DISTANCE OF 3,463.26 FEET TO A CAR AXLE FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 55.00 ACRE TRACT;

THENCE, SOUTH 87 DEG. 14 MIN. 43 SEC. WEST, ALONG AND WITH THE SOUTH LINE OF SAID CALLED 55.00 ACRE TRACT, A DISTANCE OF 2,189.09 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 04 MIN. 44 SEC. WEST, OVER AND ACROSS SAID CALLED 55.00 ACRE TRACTS, A DISTANCE OF 1,812.69 FEET TO A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 55 MIN. 16 SEC. WEST, CONTINUING OVER AND ACROSS SAID CALLED 55.00 ACRE TRACTS, A DISTANCE OF 165.00 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 04 MIN. 44 SEC. WEST, OVER AND ACROSS SAID CALLED 7.531 ACRE TRACT AND SAID KLOBOUK FIELDS, A DISTANCE OF 1,652.45 FEET TO A POINT IN THE CENTERLINE OF SAID COUNTY ROAD 63, SAME BEING THE NORTH LINE OF SAID KLOBOUK FIELDS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 16 MIN. 16 SEC. EAST, ALONG AND WITH THE CENTERLINE OF SAID COUNTY ROAD 63, SAME BEING THE NORTHERLY LINE OF SAID KLOBOUK FIELDS, A DISTANCE OF 2,339.99 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 179.8 ACRES OR 7,830,247 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59708-ALVIN-ETJ, PREPARED BY WINDROSE LAND SERVICES.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

STATE OF TEXAS REGISTERED ROBERT KNESS 6486 PROFESSIONAL LAND SURVEYOR

11-15-2024
DATE

713.458.2281 | 5353 W SAM HOUSTON PKWY N STE 150 HOUSTON, TX 77041
Y:\Projects\59708 - Majestic Iowa Colony\Survey\Legal\Metes & Bounds\59807 ALVIN ETJ.docx

EXHIBIT "B"

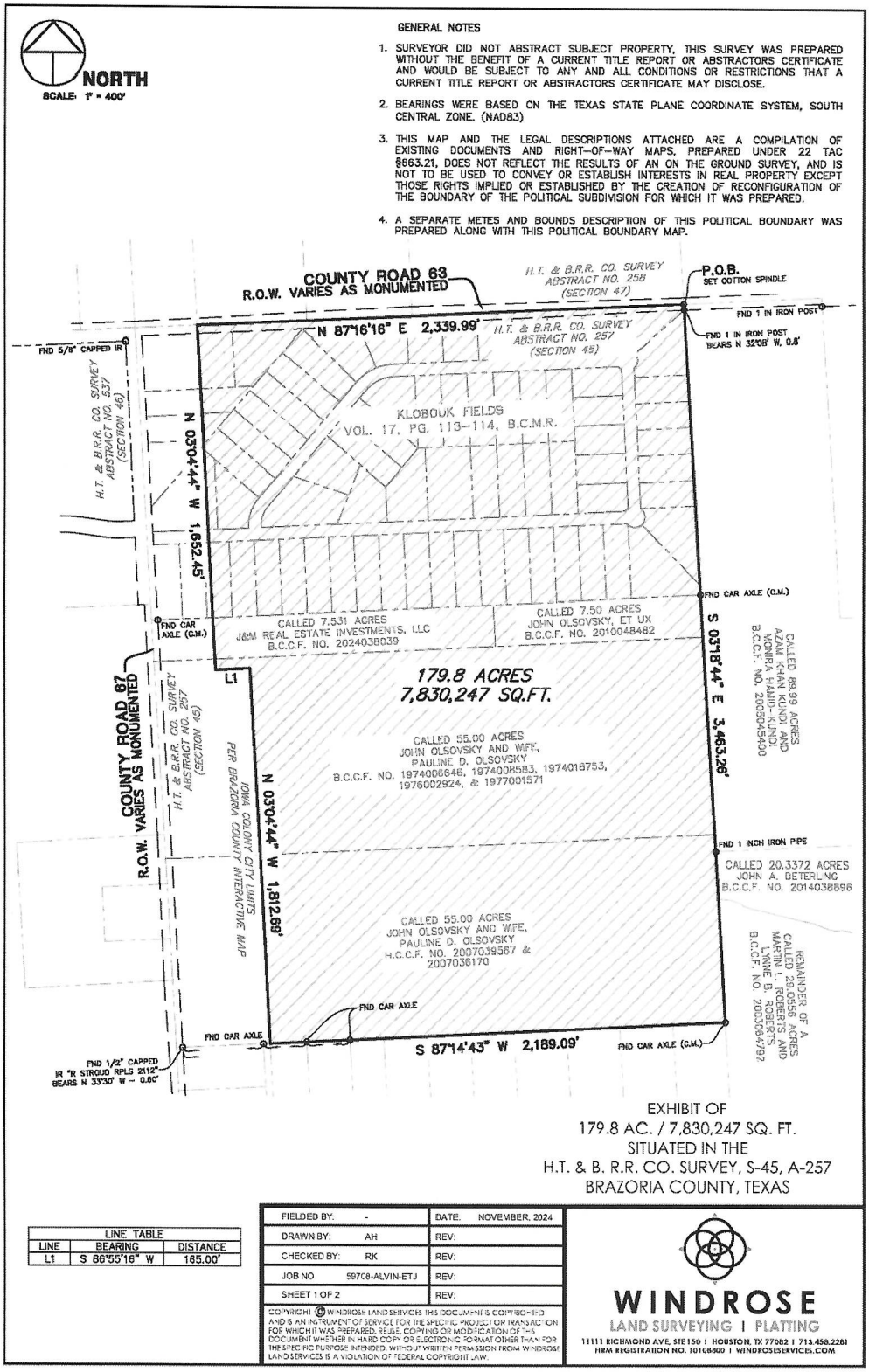

NORTH
SCALE: 1" = 400'
GENERAL NOTES
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS MAP AND THE LEGAL DESCRIPTIONS ATTACHED ARE A COMPILATION OF EXISTING DOCUMENTS AND RIGHT-OF-WAY MAPS, 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 IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
4. A SEPARATE METES AND BOUNDS DESCRIPTION OF THIS POLITICAL BOUNDARY WAS PREPARED ALONG WITH THIS POLITICAL BOUNDARY MAP.
COUNTY ROAD 63
R.O.W. VARIES AS MONUMENTED
H.T. & B.R.R. CO. SURVEY ABSTRACT NO. 258 (SECTION 47)
P.O.B.
SET COTTON SPINDLE
FND 1 IN IRON POST
FND 1 IN IRON POST BEARS N 32°08' W, 0.8'
N 87°16'16" E 2,339.99'
H.T. & B.R.R. CO. SURVEY ABSTRACT NO. 257 (SECTION 45)
FND 5/8" CAPPED IR
H.T. & B.R.R. CO. SURVEY ABSTRACT NO. 537 (SECTION 46)
KLOBOUK FIELDS
VOL. 17, PG. 113-114, B.C.M.R.
N 03°04'44" W 1,652.45'
FND CAR AXLE (C.M.)
CALLED 7.531 ACRES
J&M REAL ESTATE INVESTMENTS, LLC
B.C.C.F. NO. 2024038039
CALLED 7.50 ACRES
JOHN OLSOVSKY, ET UX
B.C.C.F. NO. 2010048482
S 03°18'44" E 3,463.26'
CALLED 89.99 ACRES
AZAM KHAN KUNDI AND MONIRA HAMID-KUNDI
B.C.C.F. NO. 2023045400
179.8 ACRES
7,830,247 SQ.FT.
L1
COUNTY ROAD 87
R.O.W. VARIES AS MONUMENTED
H.T. & B.R.R. CO. SURVEY ABSTRACT NO. 257 (SECTION 45)
CALLED 55.00 ACRES
JOHN OLSOVSKY AND WIFE,
PAULINE D. OLSOVSKY
B.C.C.F. NO. 1974006646, 1974008583, 1974018753, 1976002924, & 1977001571
N 03°04'44" W 1,812.69'
IOWA COLONY CITY LIMITS PER BRAZORIA COUNTY INTERACTIVE MAP
FND 1 INCH IRON PIPE
CALLED 20.3372 ACRES
JOHN A. DETERLING
B.C.C.F. NO. 2014038896
CALLED 55.00 ACRES
JOHN OLSOVSKY AND WIFE,
PAULINE D. OLSOVSKY
B.C.C.F. NO. 2007039567 & 2007036170
REMAINDER OF A CALLED 29.0556 ACRES
MARTIN L. ROBERTS AND LYNNE B. ROBERTS
B.C.C.F. NO. 2003064792
FND CAR AXLE
S 87°14'43" W 2,189.09'
FND 1/2" CAPPED IR "R STROUD RPLS 2112" BEARS N 33°30' W - 0.80'
EXHIBIT OF
179.8 AC. / 7,830,247 SQ. FT.
SITUATED IN THE
H.T. & B. R.R. CO. SURVEY, S-45, A-257
BRAZORIA COUNTY, TEXAS
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S 86°55'16" W | 165.00'
FIELDED BY: - | DATE: NOVEMBER, 2024
DRAWN BY: AH | REV:
CHECKED BY: RK | REV:
JOB NO 59708-ALVIN-ETJ | REV:
SHEET 1 OF 2 | REV:
COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT OR TRANSACTION FOR WHICH IT WAS PREPARED. REUSE, COPYING OR MODIFICATION OF THIS DOCUMENT WHETHER IN HARD COPY OR ELECTRONIC FORMAT OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED, WITHOUT WRITTEN PERMISSION FROM WINDROSE LAND SERVICES IS A VIOLATION OF FEDERAL COPYRIGHT LAW.
WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

EXHIBIT "C"
Certificate of Ownership and Recorded Deeds

BRAZORIA COUNTY APPRAISAL DISTRICT

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

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

Ownership Certificate

Re: 117.393, 84.996, 7.531 acres: Abstract 257

Date: 04/23/2025

Certificate No. 0290

I, the undersigned, hereby certify that I have examined the 2025 appraisal roll of Brazoria County Appraisal District as of April 23, 2025, for the land described in the legal description attached, the described property is listed in the name(s) of:

Owner:	Account Number:	Market Value:	Appraised Value:
DPEG IOWA COLONY LP	0257-0001-000	$1,811,980	$1,811,980
DPEG IOWA COLONY LP	5660-0000-001	$838,480	$838,480
DPEG IOWA COLONY LP	0257-0013-000	$90,100	$90,100

Certified this the 23rd day of April, 2025

Marcel Pierel III
Chief Appraiser

Certificate Cost: $10.00

Cert 0290

Requested by: Kathryn Cain

Organization: Polley Garza

SPECIAL WARRANTY DEED

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

CHARTER TITLE COMPANY
1061302400034X

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

THAT J&M REAL ESTATE INVESTMENTS, LLC, a Texas limited liability company ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto DPEG IOWA COLONY, LP, a Texas limited partnership, whose address is 11333 Fountain Lake Drive, Stafford, Texas 77477 ("Grantee"), that certain tract or parcel of land situated in Brazoria County, Texas (the "Land"), containing 117.393 acres, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes together with all improvements thereon, if any and all appurtenances of the above-described Land, including all right, title and interest of Grantor, in and to easements or rights-of-way relating thereto (collectively with the Land being referred to herein as the "Property").

This conveyance is made and accepted subject to those encumbrances, restrictions, easements, conditions, covenants, reservations, documents and exceptions to title of record in the Real Property Records of Brazoria County, Texas impacting the Property and listed on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions"), but only to the extent that the same are valid, existing, affect and are enforceable against the Property.

Grantor hereby reserves all oil, gas and other minerals in and under and that may be produced from the Property. Provided however, Grantor waives the right of ingress and egress to and from the surface of the Property relating to the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructied or to be constructed on the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, subject to the Permitted Exceptions.

EXECUTED effective as of SEPT 3rd, 2024.

GRANTOR:

J&M REAL ESTATE INVESTMENTS, LLC,
a Texas limited liability company

By: _____ President
Jawad Srour, President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 3rd day of SEPTEMBER, 2024, by Jawad Srour, President of J&M Real Estate Investments, LLC, a Texas limited liability company, on behalf of such limited liability company.

Judith Cook
Notary Public in and for the State of T E X A S

JUDITH COOK
ID# 6664987
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 19, 2027

EXHIBIT A

PROPERTY DESCRIPTION

A TRACT OR PARCEL CONTAINING 117.393 ACRES OR 5,113,645 SQUARE FEET OF LAND SITUATED IN THE H.T. & B.R.R. CO. SURVEY (SECTION 45), ABSTRACT NO. 257. BRAZORIA COUNTY, TEXAS, BEING ALL OF A CALLED 55.00 ACRE TRACT OF LAND (TRACT 3), ALL OF A 55.00 ACRE TRACT OF LAND (TRACT 4) AS DESCRIBED IN DEEDS TO JOHN OLSOVSKY AND PAULINE D. OLS0VSKY, RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NOS.1977001571, 1976002924, 1974018753, 1974008583, 1974006646,2007036170,2007039567, AND 2010048482, AND ALL OF A 7.5 ACRE TRACT DESCRIBED IN DEED TO JOHN H. OLSOVSKY AND PAULINE OLSOVSKY AS RECORDED IN B.C.C.F. NO. 2019007284, WITH SAID 117.393 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A COTTON SPINDLE SET ON THE INTERSECTION OF COUNTY ROAD 63 (RIGHT-OF-WAY (R.O.W.) VARIES AS MONUMENTED), AND COUNTY ROAD 67 (R.O.W. VARIES AS MONUMENTED) FOR THE SOUTHEAST CORNER OF A CALLED 28.3518 ACRE TRACT CONVEYED TO DABBS MILDRED MACEK ET AL, AS RECORDED UNDER B.C.C.F. NO. 2009041213, THE SOUTHWEST CORNER OF A CALLED 9.056 ACRE TRACT, CONVEYED TO DOROTHY MAE KAYLOR AS RECORDED UNDER B.C.C.F. NO. 2012023367, AND THE NORTHWEST CORNER OF KLOBOUK FIELDS, MAP OR PLAT THEREOF RECORDED UNDER VOL. 17. PAGES 113-114, BRAZORIA COUNTY MAP RECORDS (B.C.M.R.);

THENCE. SOUTH 03 DEG. 18 MIN. 44 SEC. EAST, WITH THE WEST LINE OF SAID KLOBOUK FIELDS, A DISTANCE OF 1,602.46 FEET TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF A CALLED 7.50 ACRE TRACT CONVEYED TO TACQUARD FAMILY PARTNERSHIP, AS RECORDED UNDER B.C.C.F. NO. 2019007285, SAME BEING THE MOST WESTERLY. NORTHWEST CORNER OF SAID 7.5 ACRE TRACT GRANTED TO JOHN H. OLSOVSKY AND PAULINE OLSOVSKY AS RECORDED IN B.C.C.F. NO. 2019007284, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 14 MIN. 43 SEC. EAST, PASSING AT A DISTANCE OF 30.00 FEET, A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE MONUMENTED R.O.W. LINE OF·COUNTY ROAD 67. AND CONTINUING FORA TOTAL DISTANCE OF 1,643.77 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHEAST CORNER OF SAID TACQUARD FAMILY PARTNERSHIP 7.50 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 18 MIN. 44 SEC. WEST, A DISTANCE OF 199.22 FEET (CALLED 198.75 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE"

SET ON THE SOUTHERLY LINE OF LOT 38 OF SAID KLOBUCK FIELDS, MARKING THE NORTHEAST CORNER OF THE TACQUARD FAMILY PARTNERSHIP 7.50 ACRE TRACT AND A NORTHERLY CORNER OF SAID OLSOVSKY 7.5 ACRE TRACT FOR THE MOST NORTHERLY, NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 16 MIN. 16 SEC. EAST ALONG AND WITH THE SOUTHERLY LINE OF SAID KLOBUCK FIELDS, A DISTANCE OF 996.23 FEET TO A CAPPED 1 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 89.99 ACRE TRACT, CONVEYED TO AZAM KHAN JUNDI AND MONIRA HAMID-KUNDI AS RECORDED UNDER B.C.C.F. NO. 2005045400 FOR THE MOST NORTHERLY, NORTHEAST CORNER OF SAID OLSOVSKY 7.5 ACRE TRACT AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 18 MIN. 44 SEC. EAST, PASSING AT A DISTANCE OF 1,236.97 FEET, A 1 INCH IRON PIPE FOUND, FOR THE SOUTHWEST CORNER OF SAID 89.99 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 20.3372 ACRE TRACT CONVEYED TO JOHN A, DETERUNG, AS RECORDED UNDER B.C.C.F. NO. 2014038896, AND CONTINUING FOR A TOTAL DISTANCE OF 2,060.76 FEET TO A CAR AXLE FOUND FOR THE NORTHEAST CORNER OF A CALLED 2.44 ACRE TRACT CONVEYED TO GREGORY ALLEN VINCENT, AS RECORDED UNDER B.C.C.F. NO. 2015036493, THE SOUTHEAST CORNER OF SAID 55.00 ACRE TRACT, AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 14 MIN. 43 SEC. WEST, WITH THE SOUTH LINE OF SAID 55.00 ACRE TRACT, A DISTANCE OF 2,640.00 FEET TO A COTTON SPINDLE SET IN THE R.O.W. OF SAID COUNTY ROAD 67 FOR THE NORTHWEST CORNER OF A CALLED 2.00 ACRE TRACT CONVEYED TO JUSTIN DOUGLAS VINCENT AND THELMA ALICE VINCENT AS RECORDED UNDER B.C.C.F. NO. 1988012657, AND THE SOUTHWEST CORNER OF SAID 55.00 ACRE TRACT (TRACT 3) AND OF THE HERE IN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 18 MIN. 44 SEC. WEST, WITH THE WEST LINE OF SAID 55.00 ACRE TRACTS 3 AND 4, A DISTANCE OF 1861.99 FEET TO THE PLACE OF BEGINNING AND CONTAINING 117.393 ACRES OR 5,113,645 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT B

PERMITTED EXCPETIONS

1. An easement for electric distribution facilities granted to CenterPoint Energy Houston Electric, LLC by instrument dated June 9, 2003 filed for record under Brazoria County Clerk's File No. 03 039323 (2003039323).

2. A permanent easement agreement and temporary easement granted to HSC Pipeline Partnership, LLC, disclosed by Memorandum dated June 14, 2011 filed for record under Brazoria County Clerk's File No. 2011024241.

3. A permanet and temporary easement granted to South Texas NGL Pipelines, LLC disclosed by Memorandum dated September 11, 2009 filed for record under Brazoria County Clerk's File No. 2019047146, and amendment filed for record under Brazoria County Clerk's File No. 2020019480.

4. A permanent and temporary easement granted to Baymark Pipeline LLC disclosed by Memorandum dated September 11, 2019 filed for record under Brazoria County Clerk's File No. 2019047147 and amendment filed for record under Brazoria County Clerk's File No. 2020019479.

5. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 5, 1945, recorded at Volume 395, Page 315 of the Deed Records of Brazoria County, Texas, which document contains the following language: "It is distinctly understood and agreed that the said R. D. MacDonald, Granter herein, EXCEPTS and RESERVES unto himself, his heirs and assigns, forever an undivided one-half (1/2) of all of the oil, gas, sulphur and other minerals in and under, and which may be produced from, the above described tract of land, together with the right of ingress and egress for the purpose of operating for, mining, producing, and marketing said minerals, or either of them."

6. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated October 30, 1948, recorded at Volume 439, Page 536 of the Deed Records of Brazoria County, Texas, which document contains the following language: "It. is distinctly understood and agreed that the said R. D. MacDonald, Grantor herein, excepts and reserves unto himself, his heirs and assigns, forever, an undivided one-half (1/2) of all of the oil, gas, sulphur, salt water, and all other minerals in, upon and under, and which may be produced from the above described tract of land, together with the right of ingress and egress thereon for the purpose of operating for, mining, producing and marketing said minerals, or either of them."

7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 31, 1973, recorded at Volume 1198, Page 787 of the Official Records of Brazoria County, Texas.

8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, set forth in Last Will and Testament of Beatrice Lyons, deceased, dated February

18, 1974, recorded under Cause No.16,694, filed in Probate Proceedings for Brazoria County, Texas, which document contains the following language: "It is my will and desire that all of the oil, gas, sulphur and all other minerals and the royalties to be derived therefrom shall remain undivided, my said children above named to own the same, absolutely and in fee simple, as follows: Pauline B. Olsovsky; fifty-three (53) mineral and royalty acres thereof; Mary B. Dzierzanowski fifty-five (55) mineral and royalty acres thereof; Delores B. Tacquard fifty-five (55) mineral and royalty acres thereof; Beatrice B. Vincent fifty-five (55) mineral and royalty acres thereof."

9. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 14, 2007, recorded at County Clerk's File No. 2007036170, correction 2007039567 of the Official Records of Brazoria County, Texas, which document contains the following language: "SAVE and EXCEPT, and there is hereby reserved unto Grantor, her heirs and assigns, one-half (2) or fifty percent of her remaining interest in all the oil, gas and other minerals and surface and subsurface deposits, in and under, and/or that may be on, produced or taken from, the above described property, together with the right of ingress and egress at all limes for the purpose of mining, drilling, exploring, operating, developing from said lands for oil, gas, and other minerals and surface and subsurface deposits and removing the same therefrom. Grantor is conveying the other one-half interest or fifty percent of her remaining interest in all the oil, gas and other minerals and surface and subsurface deposits, in and under, and/or that may be on, produced, or taken from the above described property, to Grantees, their heirs and assigns."

FILED and RECORDED

Instrument Number: 2024038176

Filing and Recording Date: 09/05/2024 01:02:58 PM Pages: 7 Recording Fee: $45.00

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

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-regina

SPECIAL WARRANTY DEED

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

CHARTER TITLE COMPANY
1061302400024X

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

THAT DKVI TERRA LLC, a Texas limited liability company ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto DPEG IOWA COLONY, LP, a Texas limited partnership, whose address is 11333 Fountain Lake Drive, Stafford, Texas 77477 ("Grantee"), that certain tract or parcel of land situated in Brazoria County, Texas (the "Land"), containing 84.996 acres, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes together with all improvements thereon, if any and all appurtenances of the above-described Land, including all right, title and interest of Grantor, in and to easements or rights-of-way relating thereto (collectively with the Land being referred to herein as the "Property").

This conveyance is made and accepted subject to those encumbrances, restrictions, easements, conditions, covenants, reservations, documents and exceptions to title of record in the Real Property Records of Brazoria County, Texas impacting the Property and listed on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions"), but only to the extent that the same are valid, existing, affect and are enforceable against the Property.

Grantor hereby reserves all oil, gas and other minerals in and under and that may be produced from the Property. Provided however, Grantor waives the right of ingress and egress to and from the surface of the Property relating to the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructied or to be constructed on the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, subject to the Permitted Exceptions.

EXECUTED effective as of August 5th, 2024.

GRANTOR:

DKVI TERRA LLC,
a Texas limited liability company

By: _____ sole member
David Mok, Sole Member

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 5th day of AUGUST, 2024, by David Mok, Sole Member of DKVI Terra LLC, a Texas limited liability company, on behalf of such limited liability company.

Judith Cook
Notary Public in and for the State of T E X A S

JUDITH COOK
ID# 6664987
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 19, 2027

EXHIBIT A

PROPERTY DESCRIPTION

A TRACT OR PARCEL CONTAINING 84.996 ACRES OR 3,702,408 SQUARE FEET OF LAND BEING ALL OF KLOBOUK FIELDS, MAP OR PLAT THEREOF RECORDED UNDER VOL. 17, PAGES 113-114, BRAZORIA COUNTY MAP RECORDS (B.C.M.R.), SITUATED IN THE H.T. & B.R.R. CO. SURVEY (SECTION 45), ABSTRACT NO. 257, BRAZORIA COUNTY, TEXAS, WITH SAID 84.996 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAO 83):

BEGINNING AT A COTTON SPINDLE SET ON THE INTERSECTION OF COUNTY ROAD 63 (RIGHT-OF-WAY (R.O.W.) VARIES AS MONUMENTED), AND COUNTY ROAD 67 (R.O.W. VARIES AS MONUMENTED) FOR THE SOUTHEAST CORNER OF A CALLED 28.3516 ACRE TRACT CONVEYED TO DABBS MILDRED MACEK ETAL, AS RECORDED UNDER B.C.C.F. NO. 2009041213, THE SOUTHWEST CORNER OF A CALLED 9.056 ACRE TRACT, CONVEYED TO DORTHY MAE KAYLOR AS RECORDED UNDER B.C.C.F. NO. 2012023367, AND THE NORTHWEST CORNER OF SAID KLOBOUK FIELDS AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 16 MIN. 16 SEC. EAST, WITH THE NORTH LINE OF SAID KLOBOUK FIELDS, A DISTANCE OF 2,640.00 FEET TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF A CALLED 159.96 ACRE TRACT CONVEYED TO JOY RANCH, LLC., AS RECORDED UNDER B.C.C.F. NO. 2014021980, THE NORTHWEST CORNER OF A CALLED 89.99 ACRE TRACT CONVEYED TO AZAM KHAN KUNDI AND MONIRA HAMID-KUNDI, AS RECORDED UNDER B.C.C.F. NO. 2005045400, AND THE NORTHEAST CORNER OF SAID KLOBOUD FIELDS AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 18 MIN. 44 SEC. EAST, WITH THE WEST LINE OF SAID 89.99 ACRE TRACT, PASSING AT A DISTANCE OF 29.88 FEET A 1 IN IRON PIPE POST FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 1,402.50 FEET TO A CAR AXLE FOUND FOR THE NORTHEAST CORNER OF A CALLED 7.50 ACRE TRACT CONVEYED TO JOHN OLSOVSKY AND PAULINE D. OLSOVSKY, AS RECORDED UNDER B.C.C.F. NO. 2010048482 AND THE SOUTHEAST CORNER OF SAID KLOBOUD FIELDS AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 16 MIN. 16 SEC. WEST, WITH THE NORTH LINE OF SAID 7.50 ACRE TRACT, PASSING AT A DISTANCE OF 2610.00 FEET A CAR AXLE FOUND ON THE EASTERLY MONUMENTED R.O.W. LINE OF SAID COUNTY ROAD 67 AND CONTINUING FOR A TOTAL DISTANCE OF 2,640.00 FEET TO THE NORTHWEST CORNER OF SAID 7.50 ACRE TRACT, AND THE COMMON SOUTHWEST CORNER OF SAID KLOBOUK FIELDS AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 18 MIN. 44 SEC. WEST, WITH THE WEST LINE OF SAID KLOBOUK FIELDS, A DISTANCE OF 1,402.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING 84.996 ACRES OR 3,702,408 SQUARE FEET OF LAND.

EXHIBIT B

PERMITTED EXCPETIONS

1. Restrictive covenants, building set-back lines, easements, etc. as shown on the plat recorded in Volume 17, Page 113 of the Plat Records of Brazoria County, Texas.

2. Easement(s) for the purpose(s) shown below and eights incidental thereto, as granted in a document:

   Granted to: Phillips Petroleum Company

   Purpose: Pipeline right-of-way easement

   Recording No: Volume 640, Page 26 of the Deed Records of Brazoria County, Texas, and as shown on the plat recorded in Volume 17, Page 113 of the Plat Records of Brazoria County, Texas.

   Affects: Lots 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

3. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Clerk's File No(s). 2021067072 and 2022050184 of the Official Public Records of Brazoria County, Texas.

4. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 26, 1932, recorded at Volume 234, Page 578 of the Deed Records of Brazoria County, Texas.

5. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 16, 1933, recorded at Volume 242, Page 582 of the Deed Records of Brazoria County, Texas.

6. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 15, 1954, recorded at Volume 592, Page 271 and Volume 592, Page 273 of the Deed Records of Brazoria County, Texas.

7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded at Volume 702, Page 190 and Volume 702, Page 303 of the Deed Records of Brazoria County, Texas.

FILED and RECORDED

Instrument Number: 2024033473

Filing and Recording Date: 08/06/2024 12:13:23 PM Pages: 6 Recording Fee: $41.00

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

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-emily

SPECIAL WARRANTY DEED

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

1061302400035X
CHARTER TITLE COMPANY

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

THAT J&M REAL ESTATE INVESTMENTS, LLC, a Texas limited liability company ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto DPEG IOWA COLONY, LP, a Texas limited partnership, whose address is 11333 Fountain Lake Drive, Stafford, Texas 77477 ("Grantee"), that certain tract or parcel of land situated in Brazoria County, Texas (the "Land"), containing 7.531 acres, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes together with all improvements thereon, if any and all appurtenances of the above-described Land, including all right, title and interest of Grantor, in and to easements or rights-of-way relating thereto (collectively with the Land being referred to herein as the "Property").

This conveyance is made and accepted subject to those encumbrances, restrictions, easements, conditions, covenants, reservations, documents and exceptions to title of record in the Real Property Records of Brazoria County, Texas impacting the Property and listed on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions"), but only to the extent that the same are valid, existing, affect and are enforceable against the Property.

Grantor hereby reserves all oil, gas and other minerals in and under and that may be produced from the Property. Provided however, Grantor waives the right of ingress and egress to and from the surface of the Property relating to the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, subject to the Permitted Exceptions.

EXECUTED effective as of SEPT 3rd, 2024.

GRANTOR:

J&M REAL ESTATE INVESTMENTS, LLC,
a Texas limited liability company

By: _____ President
Jawad Srour, President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 3rd day of SEPTEMBER, 2024, by Jawad Srour, President of J&M Real Estate Investments, LLC, a Texas limited liability company, on behalf of such limited liability company.

JUDITH COOK
ID# 6664987
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 19, 2027

_____
Notary Public in and for the State of T E X A S

EXHIBIT A

PROPERTY DESCRIPTION

A TRACT OR PARCEL CONTAINING 7.531 ACRES OR 328,066 SQUARE FEET OF LAND, SITUATED IN THE H.T. & B.R.R. CO. SURVEY (SECTION 45), ABSTRACT NO. 257, BRAZORIA COUNTY, TEXAS, BEING ALL OF A CALLED 7.50 ACRE TRACT, GRANTED TO TACQUARD FAMILY PARTNERSHIP AS RECORDED 7.531 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A COTTON SPINDLE SET ON THE INTERSECTION OF COUNTY ROAD 63 (RIGHT-OF-WAY(R.O.W.) VARIES AS MONUMENTED), AND COUNTY ROAD 67 (R.O.W. VARIES AS MONUMENTED) FOR THE SOUTHEAST CORNER OF A CALLED 28.3516 ACRE TRACT CONVEYED TO DABBS MILDRED MACEK ETAL, AS RECORDED UNDER B.C.C.F.NO.2009041213, THE SOUTHWEST CORNER OF A CALLED 9.056 ACRE TRACT. CONVEYED TO DORTHY MAE KAYLOR AS RECORDED UNDER B.C.C.F. NO. 2012023367, AND THE NORTHWEST CORNER OF KLOBOUK FIELDS, MAP OR PLAT THEREOF RECORDED UNDER VOL. 17, PAGES113-114, BRAZORIA COUNTY MAP RECORDS (B.C.M.R.);

THENCE, SOUTH 03 DEG. 18 MIN, 44 SEC, EAST, WITH THE WEST LINE OF SAID KLOBOUK FELDS, A DISTANCE OF 1,402.50 FEET TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF SAID KLOBOUK FIELDS, AND THE NORTHWEST CORNER OF SAID CALLED 7.50 ACRE TRACT SAME BEING THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 16 MIN. 16 SEC, EAST, PASSING AT A DISTANCE OF 30.00 FEET, A CAR AXLE FOUND ON THE EAST R.O.W. AS MONUMENTED OF SAID COUNTY ROAD 67, AND CONTINUING FOR A TOTAL DISTANCE OF 1,643.77 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE NORTHEAST CORNER OF SAID TACQUARD 7.50 ACRE TRACT, SAME BEING THE MOST NORTHERLY NORTHWEST CORNER OF A CALLED 7.5 ACRE TRACT GRANTED TO JOHN H. OLSOVSKY AND PAULINE OLSOVSKY AS RECORDED IN B.C.C.F. ND. 2019007284 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAR AXLE FOUND ON THE WEST LINE OF A CALLED 89.99 ACRE TRACT CONVEYED TO AZAM KHAN KUNDI AND MONIRA HAMID- KUNDI, AS RECORDED UNDER B.C.C.F.NO.2005045400, SAME BEING THE SOUTHEAST CORNER OF SAID KLOBOUK FIELDS, BEARS NORTH 87 DEG. 16 MIN. 16 SEC. EAST, 996.23 FEET;

THENCE, SOUTH 03 DEG. 18 MIN. 44 SEC. EAST, WITH THE EAST LINE OF SAID TACQUARD FAMILY PARTNERSHIP 7.50 ACRE TRACT, A DISTANCE OF 199.22 FEET (CALLED 198.75 FEET) TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHERLY LINE OF A CALLED 55.00 ACRE TRACT OF LAND (TRACT 4) AS DESCRIBED IN DEEDS TO JOHN OLSOVSKY AND PAULINE D. OLSOVSKY, RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NOS. 1977001571, 1976002924, 1974018753, 1974008583, 1974006646, 2007036170, 2007039567, AND 2010048482 THE COMMON SOUTHEAST CORNER OF SAID TACQUARD FAMILY PARTNERSHIP 7.50 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 14 MIN, 43 SEC. WEST, WITH THE NORTH LINE OF SAID 55.00 ACRE TRACT AND SAID 7.5 ACRE OLSOVSKY TRACT, SAME BEING THE SOUTHERLY LINE OF SAID TACQUARD FAMILY PARTNERSHIP TRACT, PASSING AT A DISTANCE OF 600.00 FEET, A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET ON THE EAST MONUMENTED R.O.W. LINE OF SAID COUNTY ROAD 67, AND CONTINUING FOR A TOTAL DISTANCE OF 630.00 FEET TO A COTTON SPINDLE SET FOR THE MOST WESTERLY, NORTHWEST CORNER OF SAID CALLED 7.5 ACRE OLSOVSKY TRACT AND THE COMMON SOUTHWEST CORNER OF THE TACQUARD FAMILY PARTNERSHIP TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 18 MIN. 44 SEC. WEST, WITH THE WEST LINE OF SAID 7.50 ACRE TRACT, A DISTANCE OF 199.96 FEET (CALLED 198.75') TO THE PLACE OF BEGINNING AND CONTAINING 7.531 ACRES OR 328,066 SQUARE FEET OF LAND.

EXHIBIT B

PERMITTED EXCPETIONS

None

FILED and RECORDED

Instrument Number: 2024038109

Filing and Recording Date: 09/05/2024 10:31:10 AM Pages: 6 Recording Fee: $41.00

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

Joyce Hudman, County Clerk
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-regina

PETITION FOR EXCLUSION OF LAND
FROM EXTRATERRITORIAL JURISDICTION
(179.8 acres)

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

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

The undersigned owner (the "Petitioner") of land in the extraterritorial jurisdiction (the "ETJ") of the City of Alvin, Texas (the "City") hereby petitions the City, in accordance with Subchapter D, Chapter 42, Texas Local Government Code, for the removal of a 179.8-acre tract of land (the "Property") from the City's ETJ. In support of this Petition for Exclusion of Land from Extraterritorial Jurisdiction (the "Petition"), the Petitioner would show the following:

I.

The Property is located in the City's ETJ and is identified on the map attached hereto as **Exhibit "A,"** and described by the 179.8-acre metes and bounds property description attached hereto as **Exhibit "B,"** all of which are incorporated by reference as though fully set forth herein.

II.

The Petitioner holds title to the Property, as indicated by the Certificate of Ownership of the Brazoria County Appraisal District and the subsequent deeds recorded in the Brazoria County Real Property Records (collectively, the "Ownership Documents"). The Ownership Documents for the 179.8-acre tract are attached hereto as **Exhibit "C,"** all of which are incorporated by reference as though fully set forth herein.

III.

WHEREFORE, the Petitioner respectfully prays that this Petition be heard and granted in all respects and that the City provide written evidence of exclusion of the Property from the City's ETJ by sending evidence of same to Jon Polley by email to Jon@PolleyGarza.com or by U.S. mail to Polley Garza PLLC, 1401 Enclave Parkway, Suite 625, Houston, Texas 77077.

In the alternative, if the City fails to take action to release the Property from its ETJ by the later of the 45th day after the date the City receives this Petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition, the Property is released from the City's ETJ by operation of law.

(EXECUTION PAGE FOLLOWS)

RESPECTFULLY SUBMITTED and effective this 5 day of May, 2025.

DPEG Iowa Colony, LP
a Texas limited partnership

By its General Partner:
DPEG Iowa Colony GP, LLC
a Texas limited liability company

By: _____

Printed Name: Nadyrshah Dhanani

Title: Manager

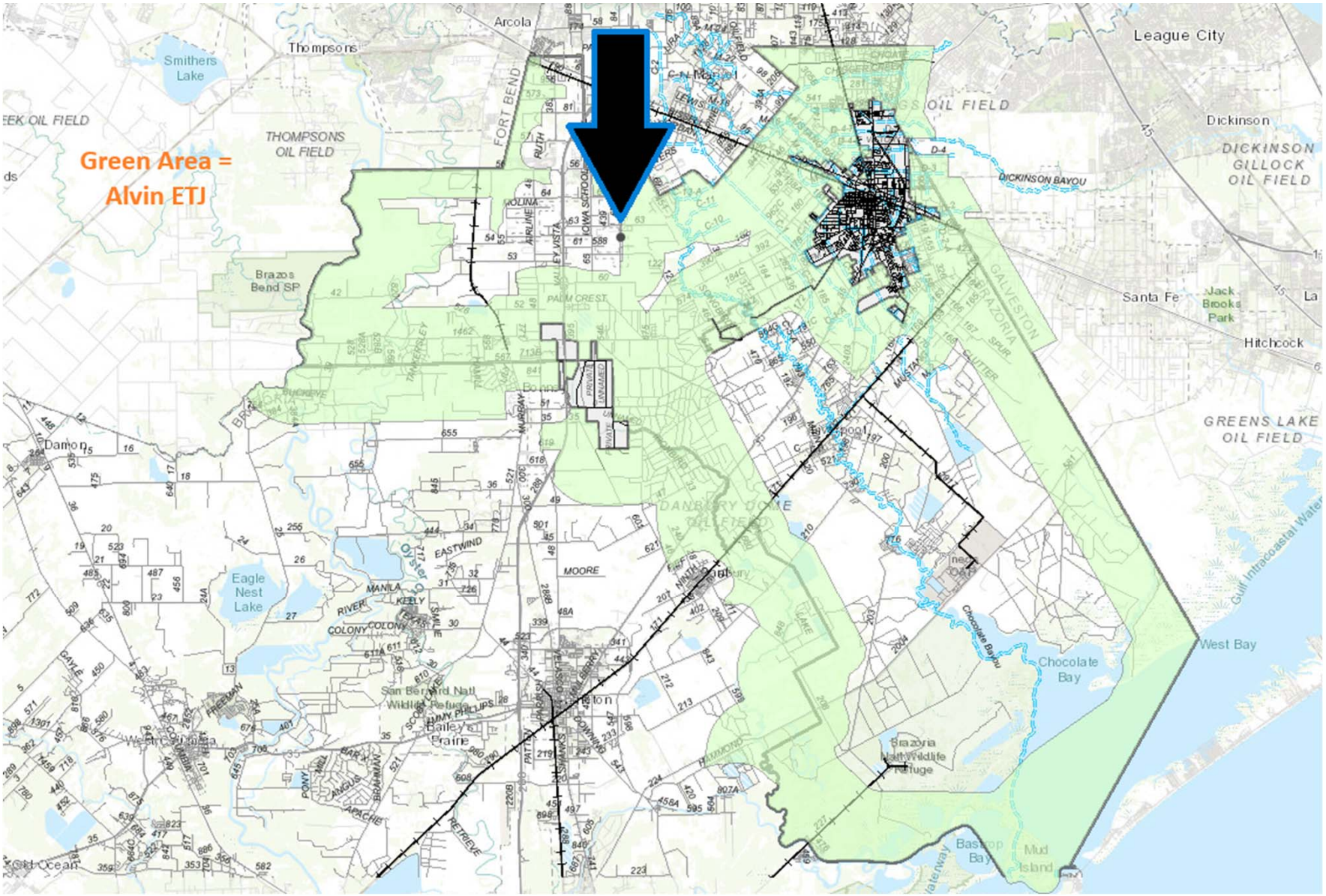
THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 5 day of May, 2025, by Nadyrshah Dhanani, the Manager of DPEG Iowa Colony GP, LLC, a Texas limited liability company, the General Partner of DPEG Iowa Colony, LP, a Texas limited partnership, proved/known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said entity for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

SHIRIN DHANANI
Notary Public, State of Texas
Comm. Expires 10-04-2028
Notary ID 135117996

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)


Green Area =
Alvin ETJ
Arcola
Thompsons
Smithers Lake
THOMPSONS OIL FIELD
FORT BEND
Brazos Bend SP
Damon
Eagle Nest Lake
Oyster Creek
San Bernard Natl Wildlife Refuge
Bailey's Prairie
West Columbia
Old Ocean
Angleton
Bonney
Danbury
Alvin
Manvel
C-N Manvel
GALVESTON
BRAZORIA
DICKINSON BAYOU
Dickinson
DICKINSON GILLOCK OIL FIELD
GREENS LAKE OIL FIELD
League City
Santa Fe
Jack Brooks Park
Hitchcock
Chocolate Bay
West Bay
Brazoria National Wildlife Refuge
Bastrop Bay
Mud Island
Gulf Intracoastal Waterway

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: Legal Department **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 25-R-19, authorizing the Mayor to sign a Quitclaim Deed releasing and abandoning unimproved 20' platted unopened roads over and across subject property as set out on the plat of Williford & Arnim's Addition to Alvin recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, save and except those portions previously closed by Order No. 5 of the Commissioners Court of Brazoria County recorded in Volume 954, Page 224 of the Deed Records of Brazoria County, Texas.

Type of Item: Resolution

Summary: Resolution 25-R-19 authorizes the execution of a quitclaim deed to release and abandon the City's interest in old, unopened platted roads located within the property owned by Living Stones Church, Inc.

Living Stones Church, Inc. owns property that is subject to State condemnation proceedings. The property is located along SH 35, and TxDot is seeking to acquire the property for the proposed future expansion along SH 35.

Embedded within this property are old, unimproved 20-foot-platted unopened City roads. Living Stones Church needs clear title in order to proceed with their agreement with the State. The City, in this quitclaim deed, is releasing and abandoning the unimproved, unopened roads, thereby providing Living Stones Church with clear title.

Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 6/2/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Res 25-R-19; Quitclaim Deed Release - Living Stones
2. Quitclaim Deed
3. Living Stones - Exhibit A p 106
4. Living Stones - Exhibit A p 121E
5. Commissioners Court Order No. 5 - Closing Portion of Road - Ruskey

Recommendation: Move to approve Resolution 25-R-19, authorizing the Mayor to Sign a Quitclaim

Deed releasing and abandoning unimproved 20' platted unopened roads over and across subject property as set out on the plat of Williford & Arnim's Addition to Alvin recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, save and except those portions previously closed by Order No. 5 of the Commissioners Court of Brazoria County recorded in Volume 954, Page 224 of the Deed Records of Brazoria County, Texas.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

RESOLUTION 25-R-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE MAYOR TO SIGN A QUITCLAIM DEED RELEASING AND ABANDONING UNIMPROVED 20-FOOT PLATTED UNOPENED ROADS OVER AND ACROSS SUBJECT PROPERTY AS SET OUT ON THE PLAT OF WILLIFORD & ARNIM'S ADDITION TO ALVIN RECORDED IN VOLUME 15, PAGE 592 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT THOSE PORTIONS PREVIOUSLY CLOSED BY ORDER NO. 5 OF THE COMMISSIONERS COURT OF BRAZORIA COUNTY RECORDED IN VOLUME 954, PAGE 224 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

WHEREAS, the City of Alvin, Texas, desires to release and abandon unimproved 20-foot platted unopened roads, reflected in and more particularly described in Exhibit A, and more formally described as follows:

> Unopened Roads over and across subject property as set out on the plat of Williford & Arnim's Addition to Alvin recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, save and except those portions previously closed by Order No. 5 of the Commissioners Court of Brazoria County recorded in Volume 954, Page 224 of the Deed Records of Brazoria County, Texas, only as it affects or pertains to the real property more particularly described in **Exhibit A**.

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

Section 1. That the City Council hereby authorizes the Mayor to sign the Quitclaim Deed, releasing and abandoning the 20-foot unimproved and unopened roads, more particularly described and reflected in Exhibit A.

Section 2. That said Quitclaim Deed shall be recorded in the Deed Records of Brazoria County, Texas.

Section 3. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 5th day of June 2025.

CITY OF ALVIN, TEXAS	**ATTEST**
By: _____	By: _____
Gabe Adame, Mayor	Dixie Roberts, City Secretary

Quitclaim Deed

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

Date:	June 5, 2025
Grantor:	City of Alvin, Texas
Grantor's Mailing Address:	216 West Sealy Street, Alvin, Texas 77511
Grantee:	Living Stones Church, Inc.
Grantee's Mailing Address:	1407 Victory Lane, Alvin, Texas 77511

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

Unopened Roads over and across subject property as set out on the plat of Williford & Arnim's Addition to Alvin recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, save and except those portions previously closed by Order No. 5 of the Commissioners Court of Brazoria County recorded in Volume 954, Page 224 of the Deed Records of Brazoria County, Texas, only as it affects or pertains to the real property more particularly described in **Exhibit A**.

Grantor, for the consideration above, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's heirs, successors, and assigns forever.

TO HAVE AND TO HOLD the above-described property with all and singular the rights, privileges, and appurtenances thereto belonging to said Grantee and Grantee's heirs, successors, assigns, and representatives, forever.

GRANTOR:

The City of Alvin

By: _____
Gabe Adame, Mayor

State of TEXAS

County of Brazoria

Before me, the undersigned, on this day personally appeared Gabe Adame as the Mayor of the City of Alvin, Texas, 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 consideration therein expressed.

Given under hand and seal of office this ____ day of June 2025.

_____
Notary Public, State of Texas

Exhibit A

EXHIBIT A

County: **Brazoria**
Highway: **SH99**
Project Limits: **from Galveston County Line to North of FM 2403**
RCSJ No. : **3510-02-009**

PROPERTY DESCRIPTION FOR PARCEL NO. 106 / PARCEL ID P00087684

BEING a 42.52 acre (1,852,057 square feet) parcel of land located in the Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the Hooper & Wade Survey, Section Number 21, Abstract Number 421, both of Brazoria County, Texas, and out of the Disney Subdivision of South Half of Section No. 21, a subdivision recorded under Volume 5, Page 442 of the Deed Records of Brazoria County, Texas, same also being out of the Willeford & Arnim's Addition to Alvin, a subdivision recorded under Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, same being out of eight (8) tracts conveyed from Texas Realty Advisors, Inc. to Living Stones Church, Inc. by deed executed January 31, 1995 and recorded under County Clerk's File Number 95-003694 of the Official Records of Brazoria County, Texas, and listed below:

- Tract One: called 0.6157-acre tract
- Tract Two: called 1.0243-acre tract
- Tract Three: called 0.9716-acre tract
- Tract Four: called 11.059-acre tract
- Tract Five: called 0.5901-acre tract
- Tract Six: called 0.5644-acre tract
- Tract Seven: called 0.52-acre tract
- Tract Eight: called 4.4043-acre tract

same also being out of a called 122.25-acre tract conveyed from Joyce B. Wheeler to Living Stones Church, Inc. by deed executed November 19, 1999 and recorded under County Clerk's File Number 99-053261 of the Official Records of Brazoria County, Texas, same also being out of a called 0.02-acre tract conveyed from Robert D. LaCoure, Sr. to Living Stones Church, Inc. by deed executed October 19, 2001 and recorded under County Clerk's File Number 01-048037 of the Official Records of Brazoria County, Texas, same also being out of a called 27.07-acre tract conveyed from Robert D. LaCoure, Sr. by deed executed October 22, 2001 and recorded under County Clerk's File Number 01-048036 of the Official Records of Brazoria County, Texas, said 42.58-acre parcel of land being more particularly described as follows:

EXHIBIT A

COMMENCING at a found 3/8-inch iron pipe located on the northwesterly line of said 11.059-acre tract (Tract Four) for the most southerly corner of a called 4.54-acre tract conveyed from Texas Realty Advisors, Inc. to Living Stones Church, Inc. by deed executed January 31, 1995 and recorded under County Clerk's File Number 95-003695 of the Official Records of Brazoria County, Texas, and the most easterly corner of a called 6.98-acre tract conveyed to UV Customs LLC by deed executed September 15, 2017 and recorded under County Clerk's File Number 2017045434 of the Official Public Records of Brazoria County, Texas, same being the most easterly corner of Lot 1, Block 1 of Roger's Dodge Alvin, a subdivision recorded under Volume 24, Page 225 of the Plat Records of Brazoria County, Texas, thence as follows:

THENCE, South 54° 30' 28" West, with the northwesterly line of said 11.059-acre tract (Tract Four) and the southeasterly line of said 6.98-acre tract and the southeasterly line of said Roger's Dodge Alvin subdivision, passing at a distance of 568.73 the most northerly corner of said 0.52-acre tract (Tract Seven), continuing with the southeasterly line of said 6.98-acre tract, the southeasterly line of said Roger's Dodge Alvin subdivision, and the northwesterly line of said 0.52-acre tract (Tract Seven), for a total distance of 772.41 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located on the proposed northerly right-of-way line and Access Denial Line of State Highway 99 (width varies) for the most northerly northwest corner of the parcel herein described and for the **POINT OF BEGINNING**, at baseline station 6312+01.45, 1,739.98 feet left, and having coordinates of N = 13,731,237.89 and E = 3,167,121.88, (all bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), NAD83, 2011 adjustment, Epoch 2010.00; all distances and coordinates shown are U.S. Survey Feet, displayed in surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00013);**

1) **THENCE**, South 51° 21' 44" East, with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99, passing at a distance of 51.45 feet, the southerly line of said 0.52-acre tract (Tract Seven) and the northerly line of said 0.5644-acre tract (Tract Six), continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 for a total distance of 127.34 to a set 5/8-inch iron rod with TxDOT aluminum cap for the beginning of a tangent curve to the left of the parcel herein described;**

EXHIBIT A

2) **THENCE**, in a southeasterly direction with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, whose central angle is 65° 22' 51" and whose radius is 1,770.00 feet (chord bears South 84° 03' 09" East, a distance of 1,911.95 feet), passing at an arc length of 51.62 feet the south line of said 0.5644-acre tract (Tract Six) and the north line of said 0.5901-acre tract (Tract Five), continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, passing at an arc length of 179.83 feet the southerly survey line of said Hooper & Wade Survey, Section Number 22, Abstract Number 491 and the northerly survey of said Hooper & Wade Survey, Section Number 21, Abstract Number 421, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, passing at an arc length of 189.04 feet the south line of said 0.5901-acre tract (Tract Five) and the north line of said 0.6157-acre tract (Tract One), continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, passing at an arc length of 343.23 feet the south line of said 0.6157-acre tract (Tract One) and the north line of said 0.9716-acre tract (Tract Three), continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, passing at an arc length of 436.81 feet the northeasterly line of said 0.9716-acre tract (Tract Three) and the southwesterly line of said 11.059-acre tract (Tract Four), continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, passing at an arc length of 892.22 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located on the easterly line of said 11.059-acre tract (Tract Four) and the westerly line of said 122.25-acre tract, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, for a total arc length of 2,019.76 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for a point of tangency of the parcel herein described;**

3) **THENCE**, North 63° 15' 25" East, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99, a distance of 185.92 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point;**

4) **THENCE**, North 12° 14' 25" West, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99, a distance of 30.99 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point;**

EXHIBIT A

5) **THENCE**, North 63° 15’ 25” East, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99, passing at a distance of 248.82 feet the northerly survey line of said Hooper & Wade Survey, Section Number 21, Abstract Number 491 and the southerly survey of said Hooper & Wade Survey, Section Number 22, Abstract Number 421, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 for a total distance of 817.55 feet to a set 5/8-inch iron with TxDOT aluminum cap for the beginning of a tangent curve to the left of the parcel herein described;**

6) **THENCE**, in a northeasterly direction continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left, whose central angle is 01° 25’ 55” and whose radius is 10,520.00 feet (chord bears North 62° 32’ 28” East, a distance of 262.93 feet), passing at an arc length of 241.47 feet a set 5/8-inch iron rod with TxDOT aluminum cap stamped “ADL” located on the occupied westerly right-of-way line of Clifford Street (20 foot width) as recorded under Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, continuing with the proposed northerly right-of-way line of said State Highway 99 and the arc of said curve to the left, for a total arc length of 262.94 feet to a calculated point located on the easterly survey line of said Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the westerly survey line of the I.&G.N. R.R. CO. Survey, Section Number 24, Abstract Number 463, Brazoria County, Texas, same being the easterly line of said Willeford & Arnim’s Addition to Alvin, and the westerly line of Hall’s Addition to Alvin, Texas, a subdivision recorded under Volume 14, Page 304 of the Deed Records of Brazoria County, Texas, same also being on easterly right-of-way line of said Clifford Drive (20 foot width) and the westerly right-of-way line of Clifford Drive (25 foot width) as recorded under Volume 14, Page 304 of the Deed Records of Brazoria County, Texas, same also being on the east line of said 122.25-acre tract and the west line of a calculated 9.956-acre tract conveyed to JJDJ Properties, LLC, by deed executed December 9, 2015 as recorded under County Clerk’s File Number 201505731 of the Official Public Records of Brazoria County, Texas, for the most northerly east corner of the parcel herein described;

EXHIBIT A

7) **THENCE**, South 03° 11' 00" East, with the easterly survey line of said Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the westerly survey line of said I.&G.N. R.R. CO. Survey, Section Number 24, Abstract Number 463, same being the easterly line of said Willeford & Arnim's Addition to Alvin, and the westerly line of said Hall's Addition to Alvin, Texas, same also being the westerly right-of-way line of said Clifford Drive (25 foot width) and the easterly right-of-way line of said Clifford Drive (20 foot width), same also being the east line of said 122.25-acre tract and the west line of said 9.956-acre tract, passing at a distance of 254.05 feet the southwest corner of said 9.956-acre tract and the northwest corner of a calculated 0.9159-acre tract conveyed to Clarence G. Mills and Rosemary Mills by deed executed October 25, 1965 as recorded under Volume 924, Page 175 of the Deed Records of Brazoria County, Texas, continuing with the easterly survey line of said Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the westerly survey line of said I.&G.N. R.R. CO. Survey, Section Number 24, Abstract Number 463, same being the easterly line of said Willeford & Arnim's Addition to Alvin, and the westerly line of said Hall's Addition to Alvin, Texas, same also being the westerly right-of-way line of Clifford Drive (25 foot width) and the easterly right-of-way line of said Clifford Drive (20 foot width), same also being the east line of said 122.25-acre tract and the west line of said 0.9159-acre tract, passing at a distance of 330.49 feet the southeast corner of said Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the northeast corner of said Hooper & Wade Survey, Section Number 21, Abstract Number 421, same being the southeast corner of said Willeford & Arnim's Addition to Alvin and the northeast corner of the Disney Subdivision of South Half of Section No. 21, a subdivision recorded under Volume 5, Page 442 of the Deed Records of Brazoria County, Texas, same being the southeast corner of said Clifford Drive (20 foot width) and the northeast corner of Clifford Drive (30 foot width) as recorded under Volume 5, Page 442 of the Deed Records of Brazoria County, continuing with the easterly survey line of said Hooper & Wade Survey, Section Number 21, Abstract Number 421 and the westerly survey line of said I.&G.N. R.R. CO. Survey, same being the easterly line of said Map of Subdivision of South Half of Section No. 21 and the westerly line of said Hall's Addition to Alvin, Texas, same also being the easterly right-of-way line of said Clifford Drive (30 foot width) and the westerly right-of-way line of said Clifford Drive (25 foot width), same also being the east line of said 122.25-acre tract and the west line of said 0.9159-acre tract for a total distance of 505.23 feet to a calculated point for the beginning of a non-tangent curve to the right, and for the most southerly east corner of the parcel herein described;

EXHIBIT A

8) **THENCE**, in a southwesterly direction with the proposed southerly right-of-way line of said State Highway 99, and the arc of said curve to the right whose central angle is 00° 19' 05" and whose radius is 10,980.00 feet (chord bears South 63° 05' 53" West, a distance of 60.97), passing at an arc length of 30.66 feet a set 5/8-inch iron with TxDOT aluminum cap stamped "ADL" located on the occupied west right-of-way line of said Clifford Street (30 foot width), continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99, for a total arc length of 60.97 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for a point of tangency of the parcel herein described;**

9) **THENCE**, South 63° 15' 25" West, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99, a distance of 936.54 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point of the parcel herein described;**

10) **THENCE**, North 12° 14' 25" West, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99, a distance of 30.99 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point of the parcel herein described;**

11) **THENCE**, South 63° 15' 25" West, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99, a distance of 491.61 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for the beginning of a tangent curve to the left for the parcel herein described;**

12) **THENCE**, in a southwesterly direction, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left whose central angle is 30° 12' 50" and whose radius is 955.00 feet (chord bears South 48° 09' 00" West, a distance of 497.79 feet), passing at an arc length of 69.24 feet, a set 5/8-inch iron rod with TxDOT aluminum cap, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left for a total arc length of 503.60 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for the beginning of a non-tangent curve to the left of the parcel herein described;**

EXHIBIT A

13) **THENCE**, in a southwesterly direction, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left whose central angle is 32° 18' 57" and whose radius is 1,206.00 feet (chord bears South 11° 05' 43" West, a distance of 671.22 feet) passing at an arc length of 133.92 feet the south line of said 122.25-acre tract and the north line of said 27.07-acre tract, continuing with the proposed southerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the left for a total arc length of 680.20 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located on the south line of said 27.07-acre tract and on the north line of a calculated 3.861-acre tract conveyed to ODMC LLC by deed executed December 27, 2007 and recorded under County Clerk's File Number 2008002322 of the Official Public Records of Brazoria County, Texas, same being the north line of Lot 1-A of the First Amended Plat of a Re-Plat of O.D.M. Park, a subdivision recorded File Number 2010049222 of the Plat Records of Brazoria County, Texas, for the most easterly south corner of the parcel herein described;**

14) **THENCE**, South 86° 43' 05" East, with the south line of said 27.07-acre tract and the north line of said calculated 3.861-acre tract, a distance of 137.83 feet to a set 5/8-inch iron with TxDOT aluminum cap located on the existing northeasterly right-of-way line of State Highway 35 (300 foot width) as recorded under Volume 6, Page 462 and Volume 783, Page 133 of the Deed Records of Brazoria County, Texas, for the southwest corner of said 27.07-acre tract, the northwest corner of said calculated 3.861-acre tract, the northwest corner of said Re-Plat of O.D.M. Park, and for the most westerly south corner of the parcel herein described;**

15) **THENCE**, North 35° 28' 46" West, with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 27.07-acre tract, passing at a distance of 514.93 feet, an angle point in said 27.07-acre tract and the south corner of a said 0.02-acre tract, continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.02-acre tract, passing at a distance of 627.61 feet the west corner of said 0.02-acre tract, and the most southerly southwest corner of said 122.25-acre tract, continuing with the existing northeasterly right-of-way line of said State Highway 35 and the westerly line of said 122.25-acre tract for a total distance of 666.96 feet to a point for an angle point of said 122.25-acre tract and for the southwest corner of called 1.00-acre tract (calculated 1.010-acres) conveyed to Burnard R. Sims Jr. and wife Sharon S. Sims by deed executed May 27, 2008 and recorded under County Clerk's File Number 2008026906 of the Official Public Records of Brazoria County, Texas, and for an angle point of the parcel herein described, from which a found 1/2-inch iron rod bears South 54° 08' West, 0.35 feet;

EXHIBIT A

16) **THENCE**, North 86° 22’ 48” East, with an interior line of said 122.25-acre tract and the south line of said calculated 1.010-acre tract a distance of 112.89 feet to a point for an interior corner of said 122.25-acre tract, for the southeast corner of said calculated 1.010-acre tract and for an interior corner of the parcel herein described;

17) **THENCE**, North 02° 51’ 32” West, with the westerly line of said 122.25-acre tract and the east line of said calculated 1.010-acre tract, a distance of 234.12 feet to a found 1/2-inch iron rod with cap stamped “Geo Surv” located for an angle point of said 122.25-acre tract, for the northeast corner of said calculated 1.010-acre tract and the southeast corner of a called 0.9997-acre tract (calculated 1.001-acres) conveyed to Samra Investments, LP by deed executed April 29, 2010 and recorded under County Clerk’s File Number 2010017603 of the Official Public Records of Brazoria County, Texas, for an angle point in the parcel herein described;

18) **THENCE**, North 02° 39’ 28” West, continuing with the westerly line of said 122.25-acre tract and the east line of said calculated 1.001-acre tract, a distance of 141.24 feet to a point for the northeast corner of said calculated 1.001-acre tract and the southeast corner of said 4.4043-acre tract, and for an interior corner of the parcel herein described;

19) **THENCE**, South 86° 48’ 52” West, with the north line of said calculated 1.001-acre tract and the south line of said 4.4043-acre tract, a distance of 353.29 feet to a point located on the existing northeasterly right-of-way line of said State Highway 35, for the northwest corner of said calculated 1.001-acre tract and the southwest corner of said 4.4043-acre tract;

20) **THENCE**, North 35° 28’ 46” West, with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 4.4043-acre tract, passing at a distance of 471.62 feet, the northwest corner of said 4.4043-acre tract and the southwest corner of said 1.0243-acre tract (Tract Two), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 1.0243-acre tract (Tract Two) for a total distance of 533.56 feet to a found 4-inch TxDOT aluminum right-of-way disk located for an angle point of said State Highway 35, for an angle point of said 1.0243-acre tract (Tract Two), and for an angle point in the parcel herein described;

EXHIBIT A

21) **THENCE**, North 28° 36’ 37” East, continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 1.0243-acre tract (Tract Two), passing at a distance of 82.42 feet, the northwest corner of said 1.0243-acre tract (Tract Two) and the southwest corner of said 0.9716-acre tract (Tract Three), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.9716-acre tract (Tract Three), passing at a distance of 222.84 feet, the northwest corner of said 0.9716-acre tract (Tract Three) and the southwest corner of said 0.6157-acre tract (Tract One), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.6157-acre tract (Tract One), passing at a distance of 316.44 feet, the northwest corner of said 0.6157-acre tract (Tract One) and the southwest corner of said 0.5901-acre tract (Tract Five), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.5901-acre tract (Tract Five), passing at a distance of 321.44 feet, the north survey line of said Hooper & Wade Survey, Section Number 21, Abstract Number 421 and the south survey line of said Hooper & Wade Survey, Section Number 22, Abstract Number 491, continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.5901-acre tract (Tract Five), passing at a distance of 410.05 feet, the northwest corner of said 0.5901-acre tract (Tract Five) and the southwest corner of said 0.5644-acre tract (Tract Six), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.5644-acre tract (Tract Six), passing at a distance of 503.66 feet, the northwest corner of said 0.5644-acre tract (Tract Six) and the southwest corner of said 0.52-acre tract (Tract Seven), continuing with the existing northeasterly right-of-way line of said State Highway 35 and the southwesterly line of said 0.52-acre tract (Tract Seven) for a total distance of 522.14 feet to a set 5/8-inch iron with TxDOT aluminum cap for the northwest corner of said 0.52-acre tract (Tract Seven), for the southwest corner of said 6.98-acre tract, for the southwest corner of said Roger’s Dodge Alvin subdivision, and for the most westerly west corner of the parcel herein described;**

22) **THENCE**, North 54° 30’ 28” East, with the northwesterly line of said 0.5644-acre tract (Tract Seven) and the southeasterly line of said 6.98-acre tract, same being the southeasterly line of said Roger’s Dodge Alvin subdivision, a distance of 33.11 feet to the POINT OF BEGINNING and containing 42.52 acres (1,852,057 square feet) of land.

EXHIBIT A

Parcel 106 Acquisition Summary:

Hooper & Wade Survey, A-491 = 3.059 Acres (133,224 Sq. Ft.)
Hooper & Wade Survey, A-421 = 39.45 Acres (1,718,833 Sq. Ft.)
Total = 42.52 Acres (1,852,057 Sq.Ft.)

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

A parcel plat of even date was prepared in conjunction with this property description.

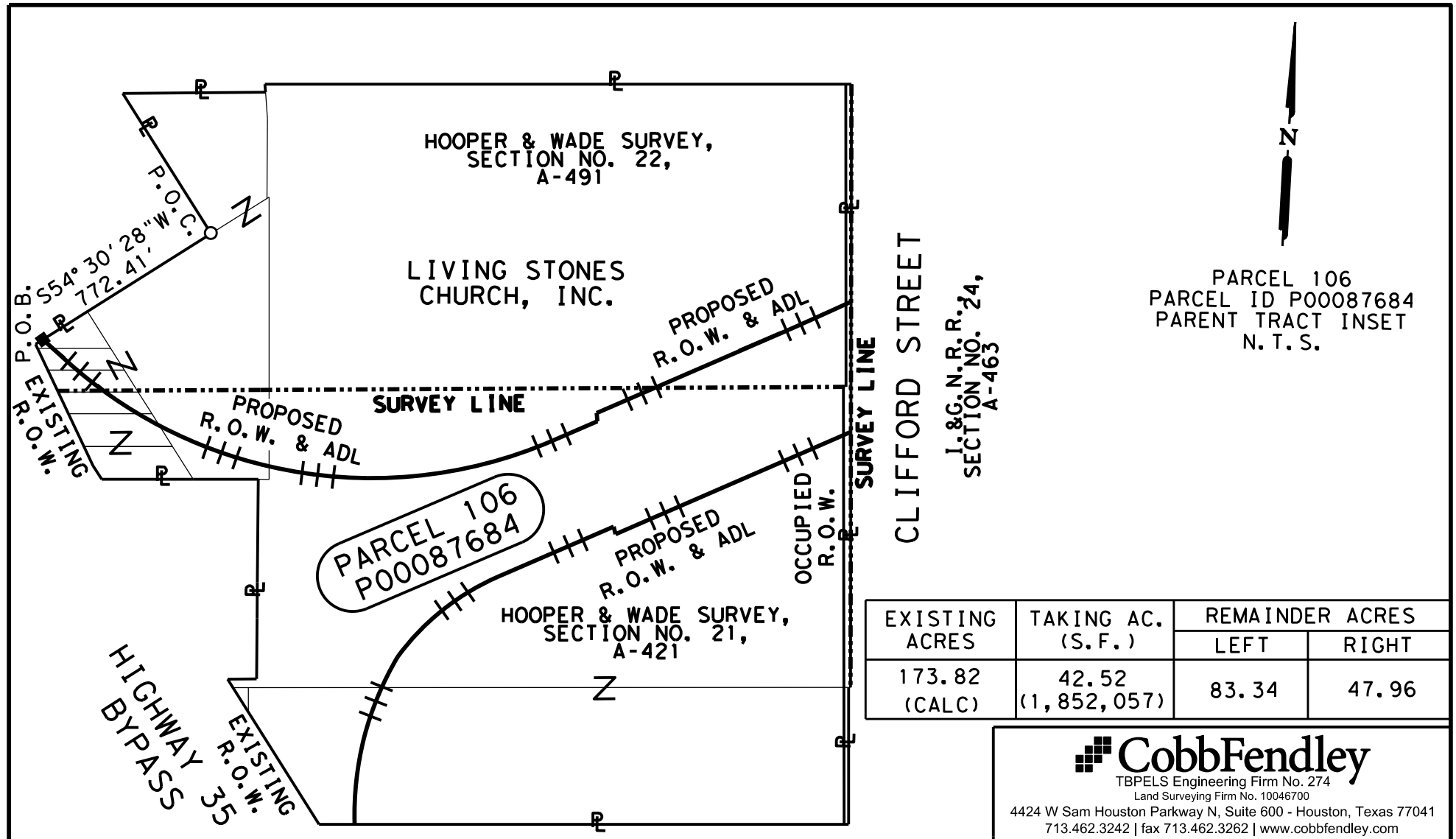
Abstracting and deed research was performed by Postle Property Services and completed in November 2023.

Access is prohibited across the Access Denial Line to the highway facility from the abutting remainder property.

I, Kyle Carson Sunday, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and the accompanying plat of even survey date represent an actual survey made on the ground under my supervision.

December 6, 2024

Kyle Carson Sunday Date
Registered Professional Land Surveyor
Texas Registration No. 5924
Cobb, Fendley & Associates, Inc.
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W. Sam Houston Parkway N, Suite 600
Houston, Texas 77041
(713) 462-3242



N

PARCEL 106
PARCEL ID P00087684
PARENT TRACT INSET
N.T.S.

EXISTING ACRES	TAKING AC. (S.F.)	REMAINDER ACRES	
		LEFT	RIGHT
173.82 (CALC)	42.52 (1,852,057)	83.34	47.96

PARCEL 106 ACQUISITION SUMMARY:

Hooper & Wade Survey, A-491=3.059 Acres (133,224 Sq.Ft.)

Hooper & Wade Survey, A-421=39.45 Acres (1,718,833 Sq.Ft.)

Total=42.52 Acres (1,852,057 Sq.Ft.)

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 11 OF 20 SCALE: N.T.S.

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983, (2011 ADJ.) (EPOCH 2010.00), ESTABLISHED FROM THE TxDOT CORS NETWORK AND VERIFIED JANUARY, FEBRUARY, MAY & JUNE 2023. HORIZONTAL CONTROL VALUES ARE BASED ON HOLDING THE PUBLISHED VALUES OF MONUMENTS (RRP) TXAC, TXAE, TXGA, TXHS, TXLM & TXRG. CONTROL PROVIDED BY RODS SURVEYING, INC. AND VERIFIED BY DANNENBAUM ENGINEERING CORPORATION & LINA T. RAMEY & ASSOCIATES, INC.(LTRA).

2. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET, DISPLAYED IN SURFACE VALUES, AND MAY BE CONVERTED TO NAD83 (GRID) VALUES BY APPLYING THE SURFACE ADJUSTMENT FACTOR (SAF) FOR BRAZORIA COUNTY, SAF=1.00013, USING THE FORMULA SURFACE/SAF=GRID.

3. ABSTRACTING AND DEED RESEARCH WAS PERFORMED BY POSTLE PROPERTY SERVICES, AND COMPLETED IN NOVEMBER, 2023.

4. EXISTING STATE HIGHWAY 35 BASELINE IS SHOWN ON ROLL MAP, AS OBTAINED FROM TxDOT ROW MAP RCSJ. NO. 178-3-35 & 178-2-14.

5. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

6. TICK MARKS ARE LATITUDE AND LONGITUDE SHOWN IN DECIMAL DEGREES AND BASED ON GRID COORDINATES.

7. "**" INDICATES THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

8. FIELD SURVEYS WERE COMPLETED IN MAY, 2024.

9. THE RIGHT-OF-WAY MAP WAS NOT COMPLETED AT TIME OF SURVEY.

10. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

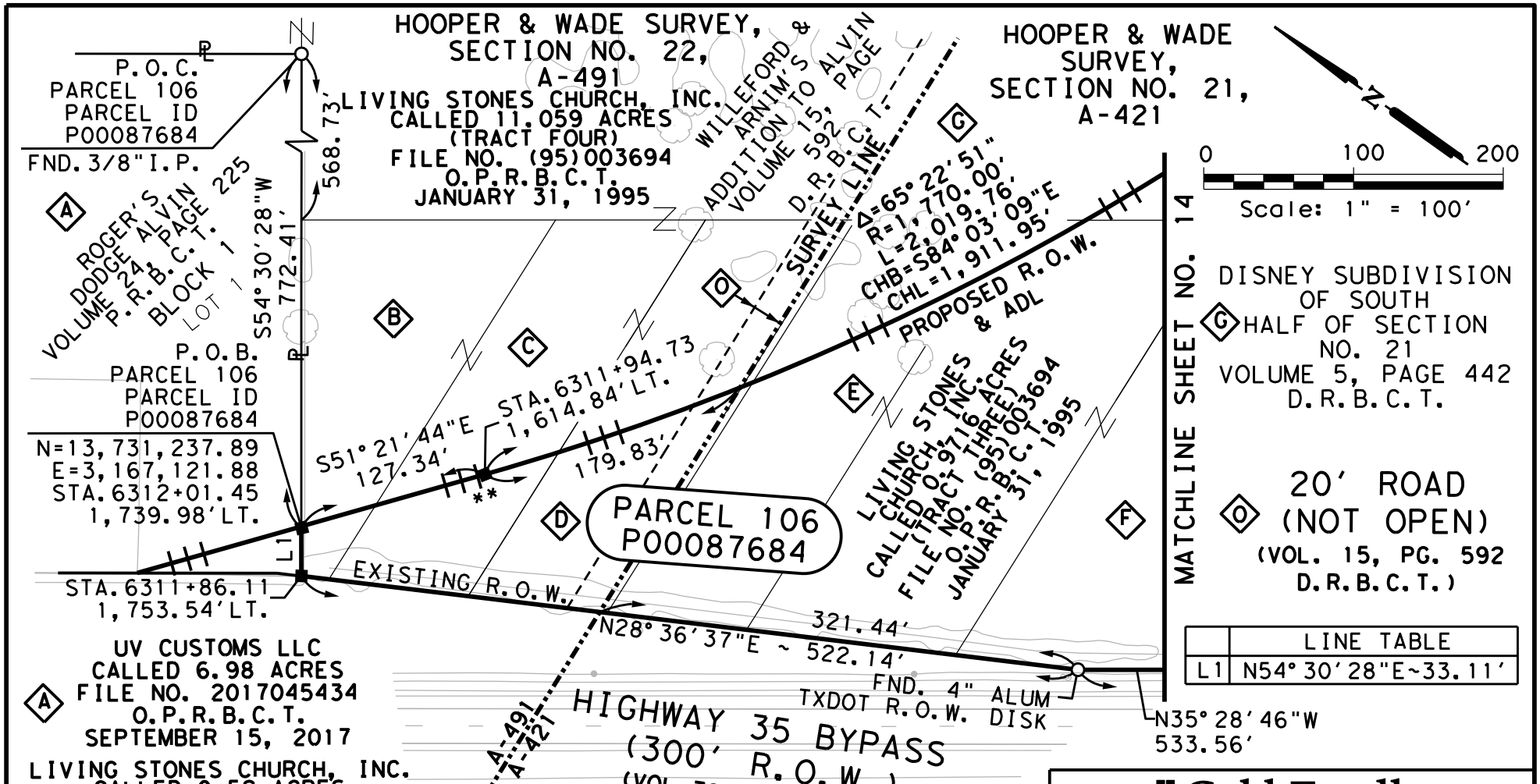
LEGEND

PL	PROPERTY LINE
	LAND HOOK
	FOUND MONUMENT AS DESCRIBED
	SET 5/8"IR W/TxDOT ALUMINUM CAP
	FOUND 5/8"IR W/TxDOT ALUMINUM CAP
	SET 5/8"IR WITH CAP STAMPED "COBB FENDLEY & ASSOCIATES"
	SURVEY LINE
	EXISTING R.O.W. LINE
	ACCESS DENIAL LINE
	PROPOSED R.O.W. LINE
	PROPOSED EASEMENT LINE
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS
D.R.B.C.T.	DEED RECORDS OF BRAZORIA COUNTY TEXAS
P.R.B.C.T.	PLAT RECORDS OF BRAZORIA COUNTY TEXAS
B.C.C.F.T.	BRAZORIA COUNTY CLERK'S FILE TEXAS
O.R.B.C.T.	OFFICAL RECORDS OF BRAZORIA COUNTY TEXAS
M.R.B.C.T.	MAP RECORDS OF BRAZORIA COUNTY TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024

PAGE 12 OF 20 SCALE: N.T.S.



LINE TABLE	
L1	N54°30'28"E~33.11'

UV CUSTOMS LLC
CALLED 6.98 ACRES
FILE NO. 2017045434
O.P.R.B.C.T.
SEPTEMBER 15, 2017

LIVING STONES CHURCH, INC.
CALLED 0.52 ACRES
(TRACT SEVEN)
FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

LIVING STONES CHURCH, INC.
CALLED 0.5644 ACRES
(TRACT SIX)
FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

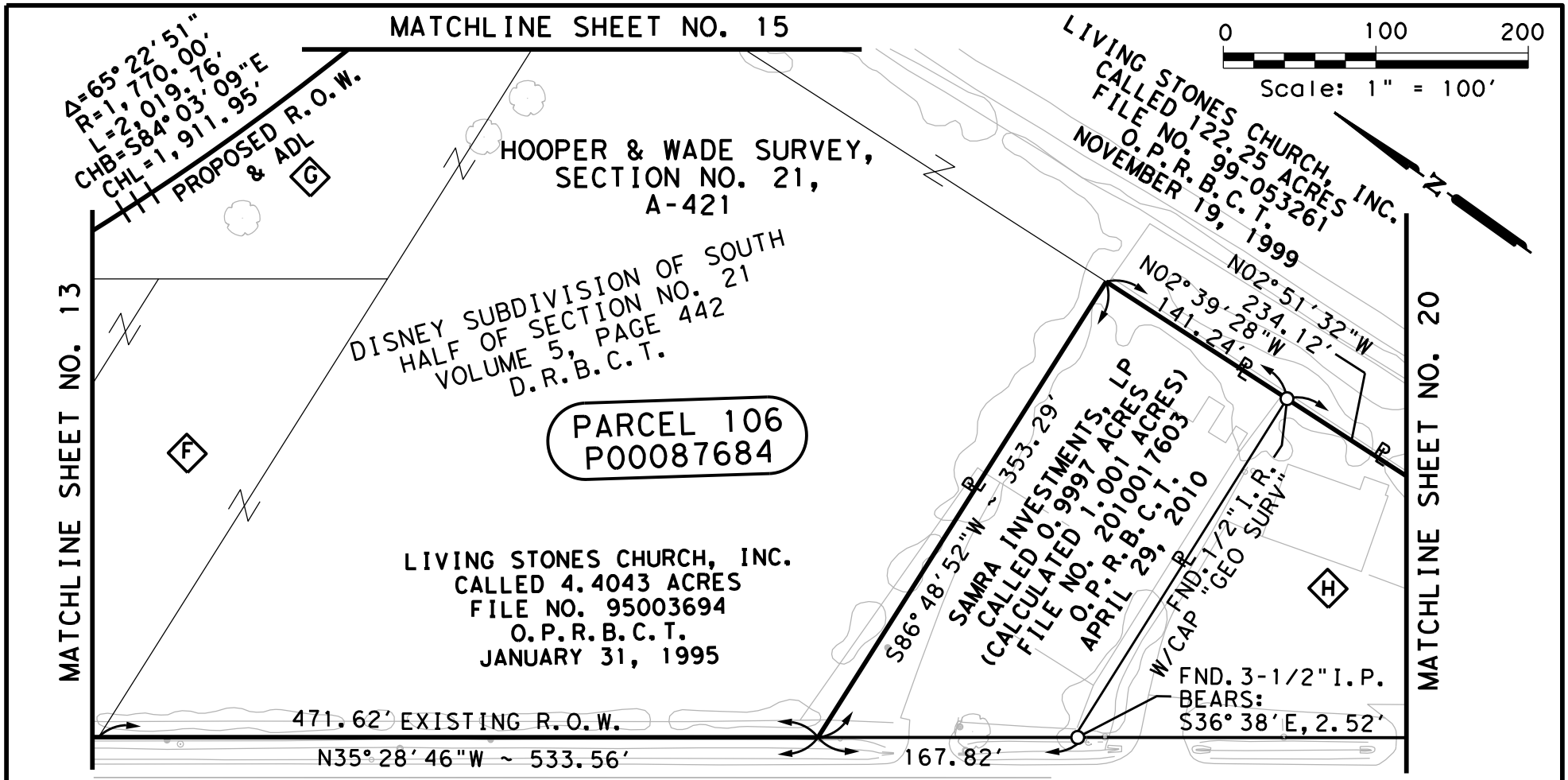
LIVING STONES CHURCH, INC.
CALLED 0.5901 ACRES
(TRACT FIVE)
FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

LIVING STONES CHURCH, INC.
CALLED 0.6157 ACRES
(TRACT ONE)
FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

LIVING STONES CHURCH, INC.
CALLED 1.0243 ACRES
(TRACT TWO)
FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 13 OF 20 SCALE: 1" = 100'



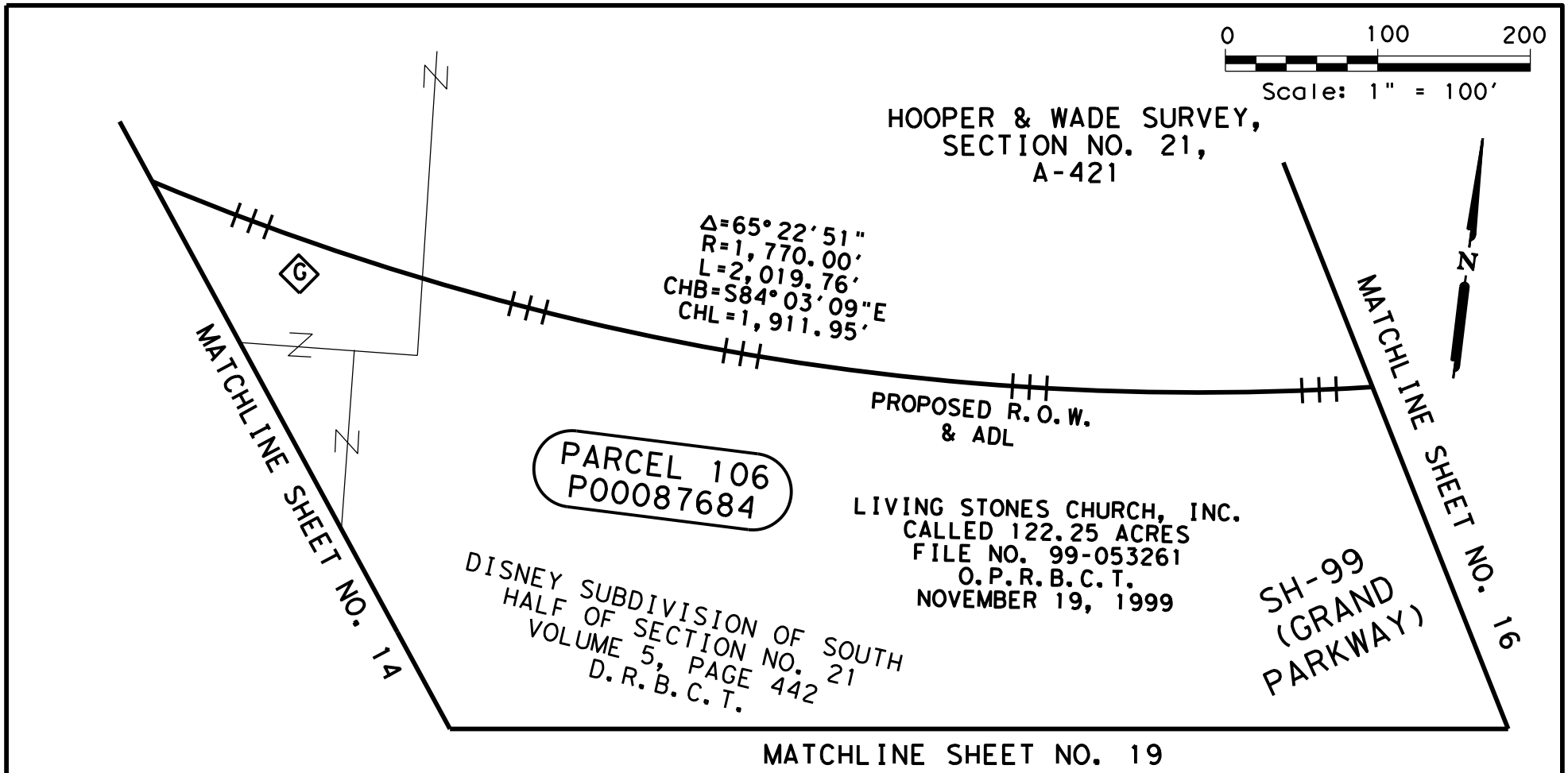
LIVING STONES CHURCH, INC.
CALLED 1.0243 ACRES
(TRACT TWO)
F FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

LIVING STONES CHURCH, INC.
CALLED 11.059 ACRES
(TRACT FOUR)
G FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

H BURNARD R. SIMS, JR. & WIFE, SHARON S. SIMS
CALLED 1.00 ACRES
(CALCULATED 1.010 ACRES)
FILE NO. 2008026906
O.P.R.B.C.T.
MAY 27, 2008

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

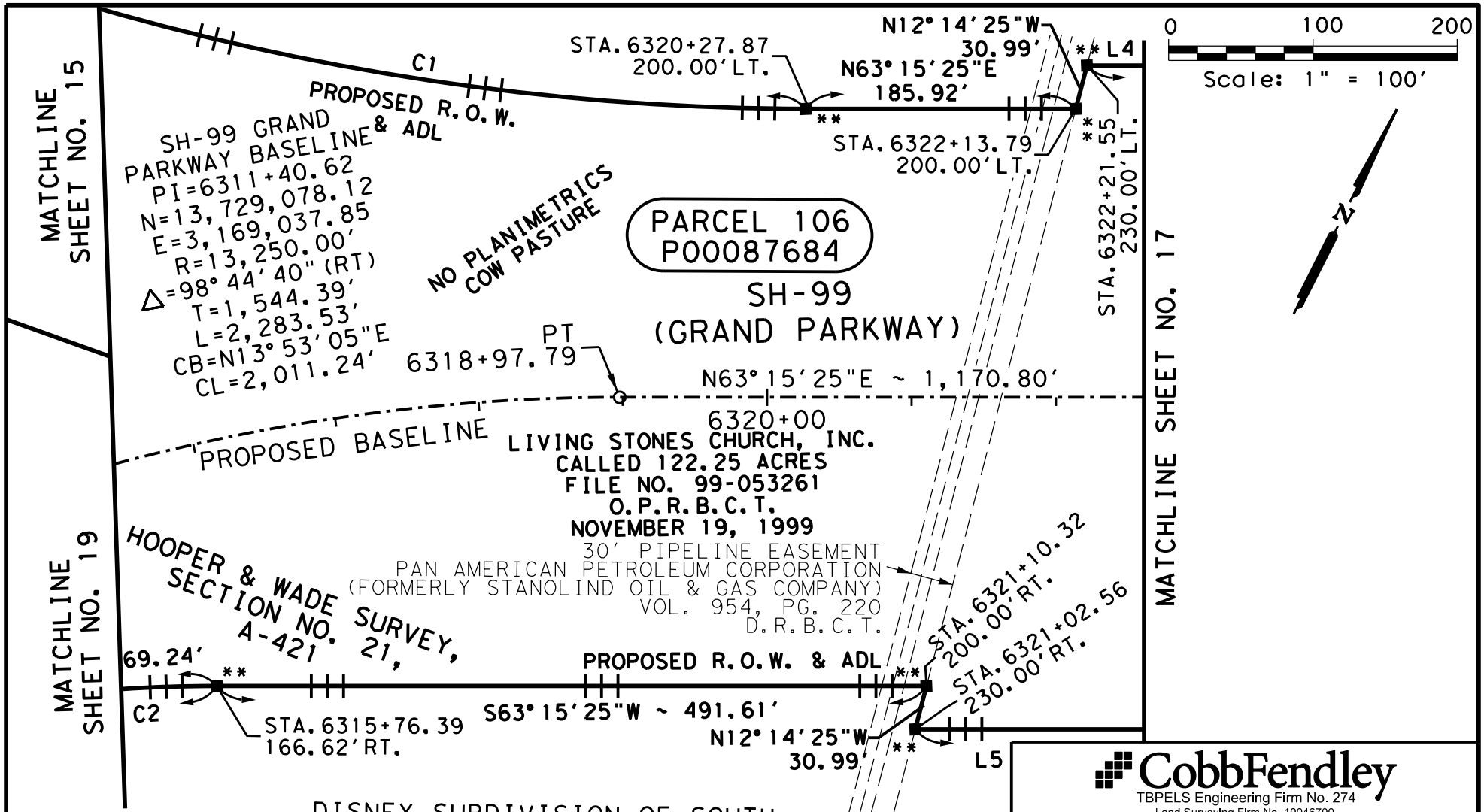
PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 14 OF 20 SCALE: 1" = 100'



LIVING STONES CHURCH, INC.
CALLED 11.059 ACRES
(TRACT FOUR)
G FILE NO. (95)003694
O.P.R.B.C.T.
JANUARY 31, 1995

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 15 OF 20 SCALE: 1" = 100'

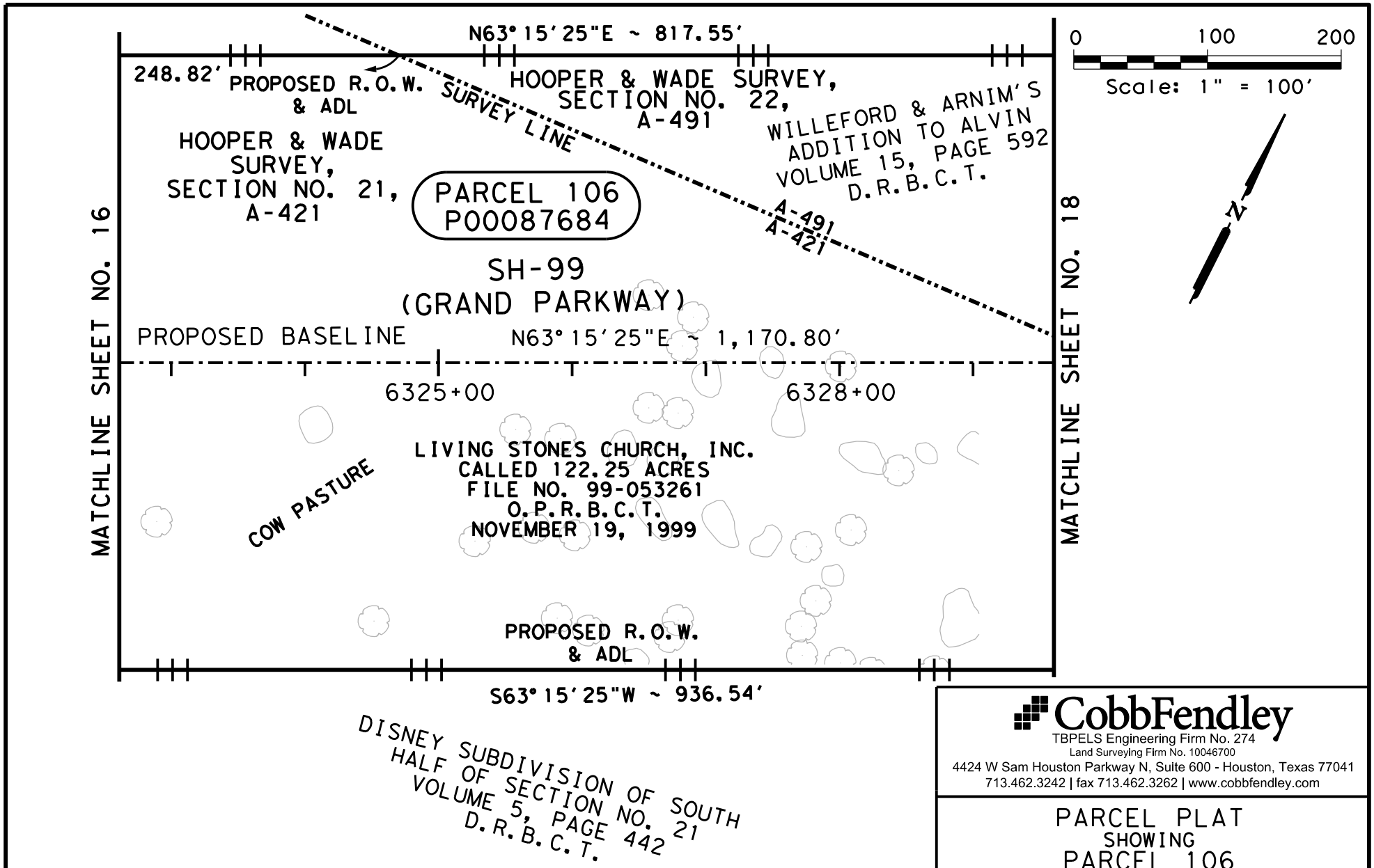


	LINE TABLE
L4	N63° 15' 25"E ~ 817.55'
L5	S63° 15' 25"W ~ 936.54'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C1	65° 22' 51"	1,770.00'	2,019.76'	S84° 03' 09"E	1,911.95'
C2	30° 12' 50"	955.00'	503.60'	S48° 09' 00"W	497.79'

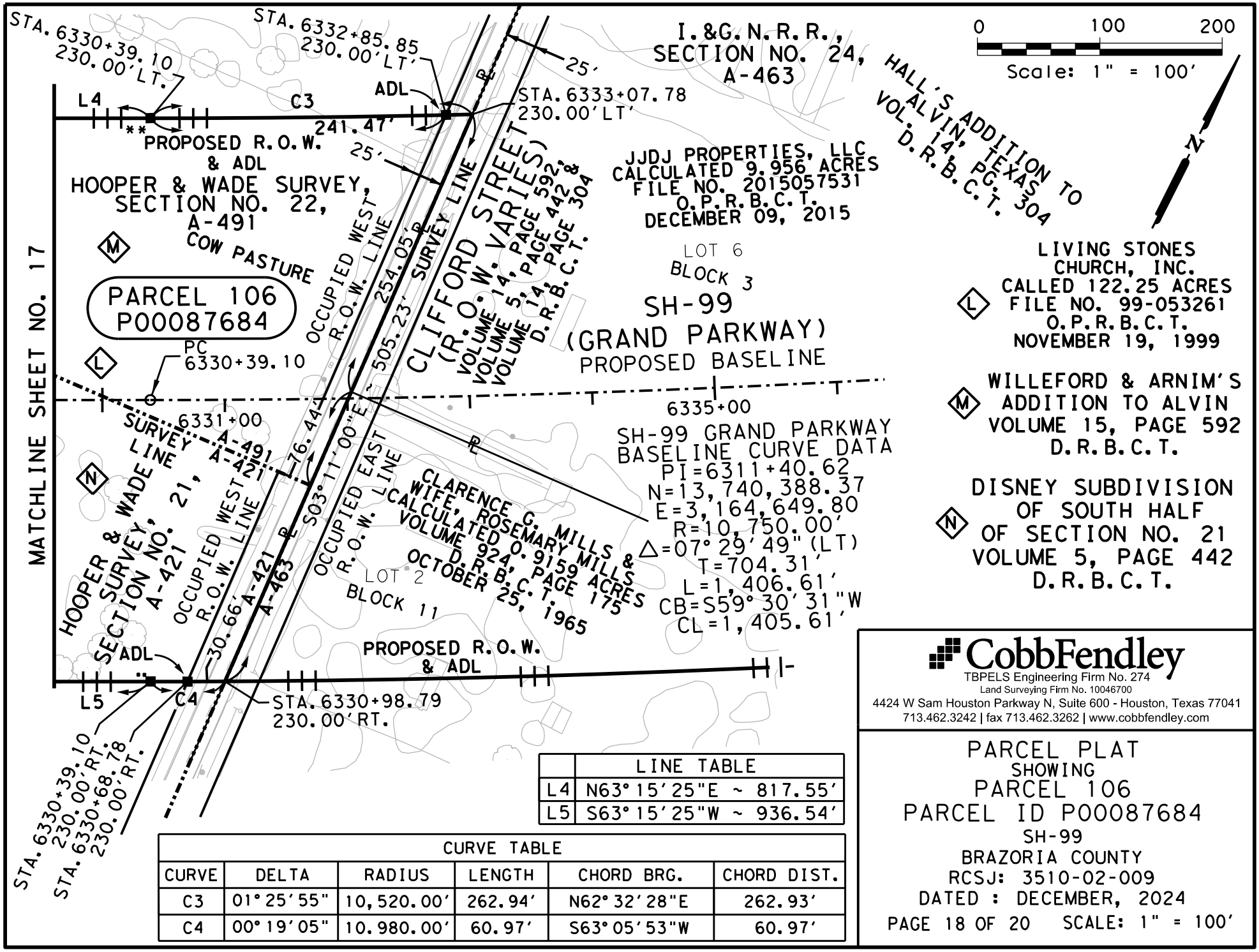
CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 16 OF 20 SCALE: 1" = 100'



CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 17 OF 20 SCALE: 1" = 100'

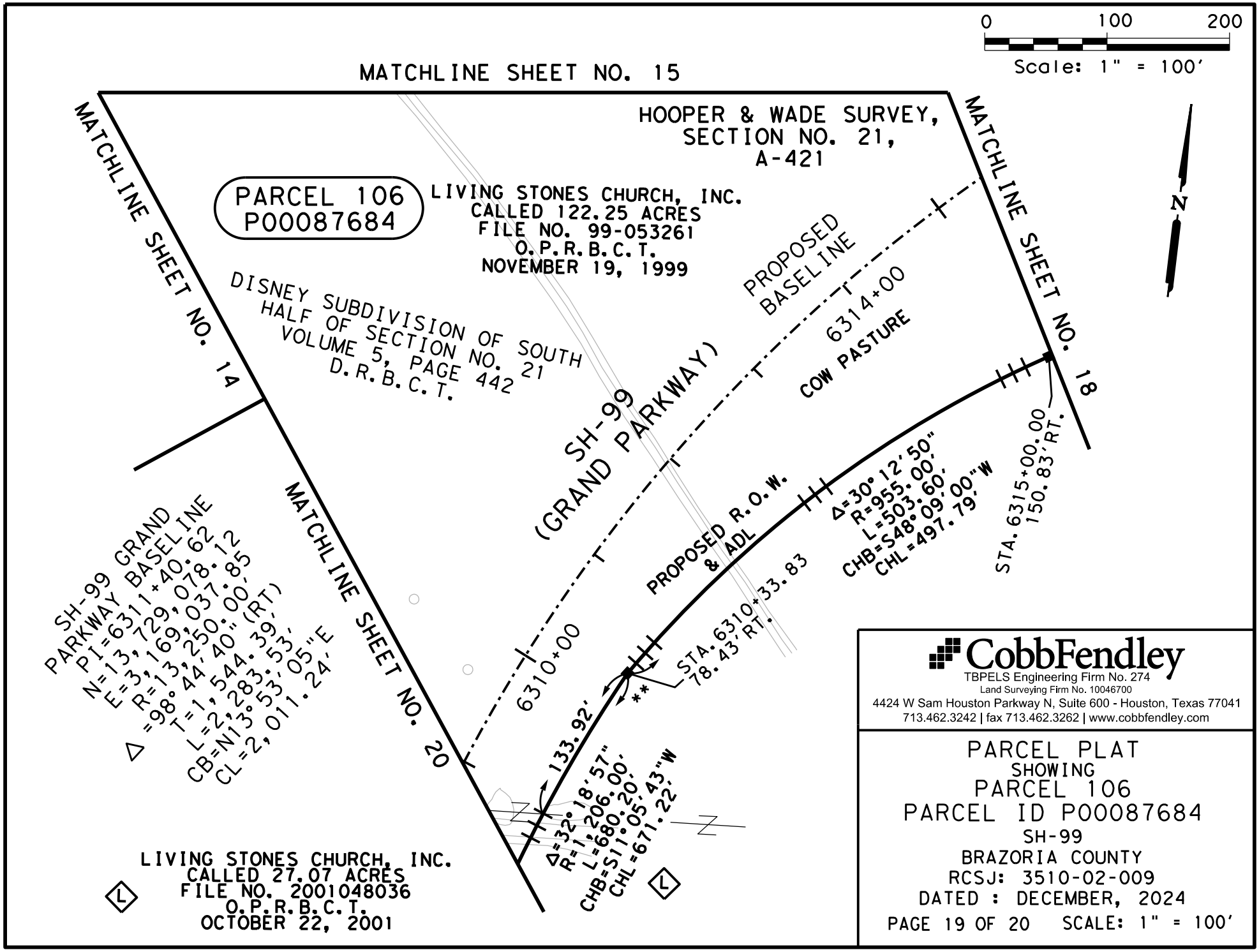


LINE TABLE	
L4	N63°15'25"E ~ 817.55'
L5	S63°15'25"W ~ 936.54'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.
C3	01°25'55"	10,520.00'	262.94'	N62°32'28"E	262.93'
C4	00°19'05"	10.980.00'	60.97'	S63°05'53"W	60.97'

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 18 OF 20 SCALE: 1" = 100'



CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 19 OF 20 SCALE: 1" = 100'

MATCHLINE SHEET NO. 19

DISNEY SUBDIVISION OF SOUTH HALF OF SECTION NO. 21
VOLUME 5, PAGE 442
D.R.B.C.T.

LIVING STONES CHURCH, INC.
CALLED 122.25 ACRES
FILE NO. 99-053261
O.P.R.R.P.B.C.T.
NOVEMBER 19, 1999

MATCHLINE SHEET NO. 14

PARCEL 106
P00087684

6308+00 PROPOSED BASELINE

SH-99 GRAND PARKWAY BASELINE
PI=6311+40.62
N=13,729,078.12
E=3,169,037.85
R=13,250.00'
Δ=98°44'40" (RT)
T=1,544.39'
L=2,283.53'
CB=N13°53'05"E
CL=2,011.24'

(GRAND PARKWAY) SH-99

Δ=32°18'57"
R=1,206.00'
L=680.20'
CHB=S11°05'43"W
CHL=671.22'

PROPOSED R.O.W. & ADL

6305+00

N02°51'32"W
234.12'

L3

L2

16' ELECTRICAL LINE EASEMENT (PER PLAT)
10' DRAINAGE EASEMENT (PER PLAT)

STA. 6303+09.17
91.97' RT.

20' R.O.W. & EASEMENT
CITY OF ALVIN
CALLED 5.357 ACRES
FILE NO. (98)011667
O.P.R.B.C.T.
APRIL 2, 1998

514.93' EXISTING R.O.W.

N35°28'46"W ~ 666.96'

STA. 6303+12.18
45.83' LT.

FND. 1/2" I.R.
BEARS:
S54°08'W, 0.35'

R.O.W. & EASEMENT
CITY OF ALVIN
FILE NO. (98)013069
O.P.R.B.C.T.
APRIL 2, 1998

HIGHWAY
35 BYPASS
(300' R.O.W.)
(VOL. 783, PG. 133 &
VOL. 6, PG. 462
D.R.B.C.T.)

	LINE TABLE
L2	S86°43'05"E~137.83'
L3	N86°22'48"E~112.89'

0 100 200
Scale: 1" = 100'

N

H — BURNARD R. SIMS, JR. & WIFE, SHARON S. SIMS
CALLED 1.00 ACRES
(CALCULATED 1.010 ACRES)
FILE NO. 2008026906
O.P.R.B.C.T.
MAY 27, 2008

I — LIVING STONES CHURCH, INC.
CALLED 0.02 ACRES
FILE NO. (01)048037
O.P.R.B.C.T.
OCTOBER 19, 2001

J — ODMC LLC
CALCULATED 3.861 ACRES
FILE NO. 2008002322
O.P.R.B.C.T.
DECEMBER 27, 2007

K — FIRST AMENDED PLAT OF A RE-PLAT OF O.D.M. PARK SUBDIVISION
DOC. NO. 2010049222
P.R.B.C.T.

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL PLAT
SHOWING
PARCEL 106
PARCEL ID P00087684
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 20 OF 20 SCALE: 1" = 100'

EXHIBIT A

County: **Brazoria**
Highway: **SH99**
Project Limits: **from Galveston County Line to North of FM 2403**
RCSJ No. : **3510-02-009**

PROPERTY DESCRIPTION FOR PARCEL NO. 121 / PARCEL ID P00090997

BEING a 3.957 acre (172,353 square feet) parcel of land located in the Hooper & Wade Survey, Section Number 22, Abstract Number 491, and the Hooper & Wade Survey, Section Number 21, Abstract Number 421, both of Brazoria County, Texas, and out of the Disney Subdivision of South Half of Section No. 21, a subdivision recorded under Volume 5, Page 442 of the Deed Records of Brazoria County, Texas, same also being out of the Willeford & Arnim's Addition to Alvin, a subdivision recorded under Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, same also being out of a called 122.25-acre tract conveyed from Joyce B. Wheeler to Living Stones Church, Inc. by deed executed November 19, 1999 and recorded under County Clerk's File Number 99-053261 of the Official Records of Brazoria County, Texas, said 3.957-acre parcel of land being more particularly described as follows:

COMMENCING at a found 3/8-inch iron pipe located on the northwesterly line of a called 11.059-acre tract (Tract Four) conveyed to Living Stones Church, Inc. by deed executed January 31, 1995 and recorded under County Clerk's File Number 95-003694 of the Official Records of Brazoria County, Texas, for the most southerly corner of a called 4.54-acre tract conveyed to Living Stones Church, Inc. by deed executed January 31, 1995 and recorded under County Clerk's File Number 95-003695 of the Official Records of Brazoria County, Texas, and the most easterly corner of a called 6.98-acre tract conveyed to UV Customs LLC by deed executed September 15, 2017 and recorded under County Clerk's File Number 2017045434 of the Official Public Records of Brazoria County, Texas, same being the most easterly corner of Lot 1, Block 1 of Roger's Dodge Alvin, a subdivision recorded under Volume 24, Page 225 of the Plat Records of Brazoria County, Texas, thence as follows:

EXHIBIT A

THENCE, North 54° 35’ 41” East, with the northwesterly line of said 11.059-acre tract (Tract Four) and the southeasterly line of said 4.54-acre tract, a distance of 256.19 feet to a found 1/2-inch iron for the southeast corner of said 4.54-acre tract, for an angle point of said 122.25-acre tract, for an angle point of the parcel herein described and for the **POINT OF BEGINNING**, at baseline station 6316+56.64, 1,550.64 feet left, and having coordinates of N = 13,731,695.83 and E = 3,167,314.81, (all bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), NAD83, 2011 adjustment, Epoch 2010.00; all distances and coordinates shown are U.S. Survey Feet, displayed in surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00013);**

1) **THENCE**, North 02° 56’ 14” West, continuing with the west line of the proposed easement, the easterly line of said 4.54-acre tract and the westerly line of said 122.252-acre tract, a distance of 309.92 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point of the 4.54-acre tract, for an angle point of 122.25-acre tract, and for an angle point of the parcel herein described;**

2) **THENCE**, North 07° 30’ 14” West, continuing with the west line of the proposed easement, the easterly line of said 4.54-acre tract and the westerly line of said 122.252-acre tract, passing at a distance of 102.31 feet, a set 5/8-inch iron rod with TxDOT aluminum cap for the northeast corner of said 4.54-acre tract and the southeast corner of a called 0.525-acre tract conveyed to Keys Real Estate Group by deed executed February 6, 1984 and recorded under File No. (95)003695 of the Official Public Records of Brazoria County, Texas, continuing with the west line of the proposed easement, the northerly line of said 122.25-acre tract and the easterly line of said 0.525-acre tract, for a total distance of 133.57 feet to a point in a drainage channel on the north line of said 122.25-acre tract and on the south line of called 13.1163-acre tract conveyed to Living Stones Church, Inc. by deed executed January 12, 1995 and recorded under File Number (95)001685 of the Official Records of Brazoria County, Texas, for the most westerly north corner of the parcel herein described;

3) **THENCE**, North 86° 44’ 02” East, with the north line of the said proposed easement, the northerly line of said 122.25-acre tract, the southerly line of said 13.1163-acre tract and within said drainage channel, a distance of 303.59 feet to a point for the most easterly north corner of the parcel herein described;

EXHIBIT A

4) **THENCE**, South 41° 50’ 45” West, with the easterly line of said proposed easement, passing at a distance of 50.00 feet a set 5/8-inch iron rod with TxDOT aluminum cap for reference, and continuing for a total distance of 267.81 feet to a set 5/8-inch iron with TxDOT aluminum cap for an angle point of the parcel herein described;**

5) **THENCE**, South 03° 34’ 20” East, continuing with the easterly line of said proposed easement, passing at a distance of 996.71 feet, the southerly survey line of said Hooper & Wade Survey, Section Number 22 and the northerly survey line of said Hooper & Wade Survey, Section Number 21, continuing with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 for a total distance of 1,315.47 feet to a set 5/8-inch iron with TxDOT aluminum cap for the beginning of a non-tangent curve to the right and for the southeast corner of the parcel herein described;**

6) **THENCE**, in a northwesterly direction with the proposed northerly right-of-way line and Access Denial Line of said State Highway 99 and the arc of said curve to the right, whose central angle is 03° 28’ 04” and whose radius is 1,770.00 feet (chord bears North 81° 58’ 40” West, a distance of 107.11 feet), for an arc length of 107.12 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located on the westerly line of said 122.25-acre tract and the easterly line of said 11.059-acre tract (Tract Four), for the southwest corner of the parcel herein described;**

7) **THENCE**, North 03° 14’ 56” West, with the westerly line of said proposed easement, the easterly line of said 11.059-acre tract (Tract Four) and the westerly line of said 122.25-acre tract, passing at a distance of 297.26 feet, the northerly survey line of said Hooper & Wade Survey, Section Number 21 and the southerly survey line of said Hooper & Wade Survey, Section Number 22, continuing with the easterly line of said 11.059-acre tract (Tract Four) and the westerly line of said 122.25-acre tract for a total distance of 1,045.43 feet to a found 5/8-inch iron rod for the most northerly corner of said 11.059-acre tract (Tract Four) and for an angle point of the parcel herein described;**

EXHIBIT A

8) **THENCE**, South 54° 35' 41" West, continuing with the northerly line of said 11.059-acre tract (Tract Four) and the westerly line of said 122.25-acre tract, a distance of 9.52 feet to the POINT OF BEGINNING and containing 3.957 acres (172,353 square feet) of land.

Parcel 121 Acquisition Summary:

Hooper & Wade Survey, A-491 = 3.219 Acres (140,220 Sq. Ft.)
Hooper & Wade Survey, A-421 = 0.7376 Acres (32,133 Sq. Ft.)
Total = 3.957 Acres (172,353 Sq.Ft.)

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

A parcel plat of even date was prepared in conjunction with this property description.

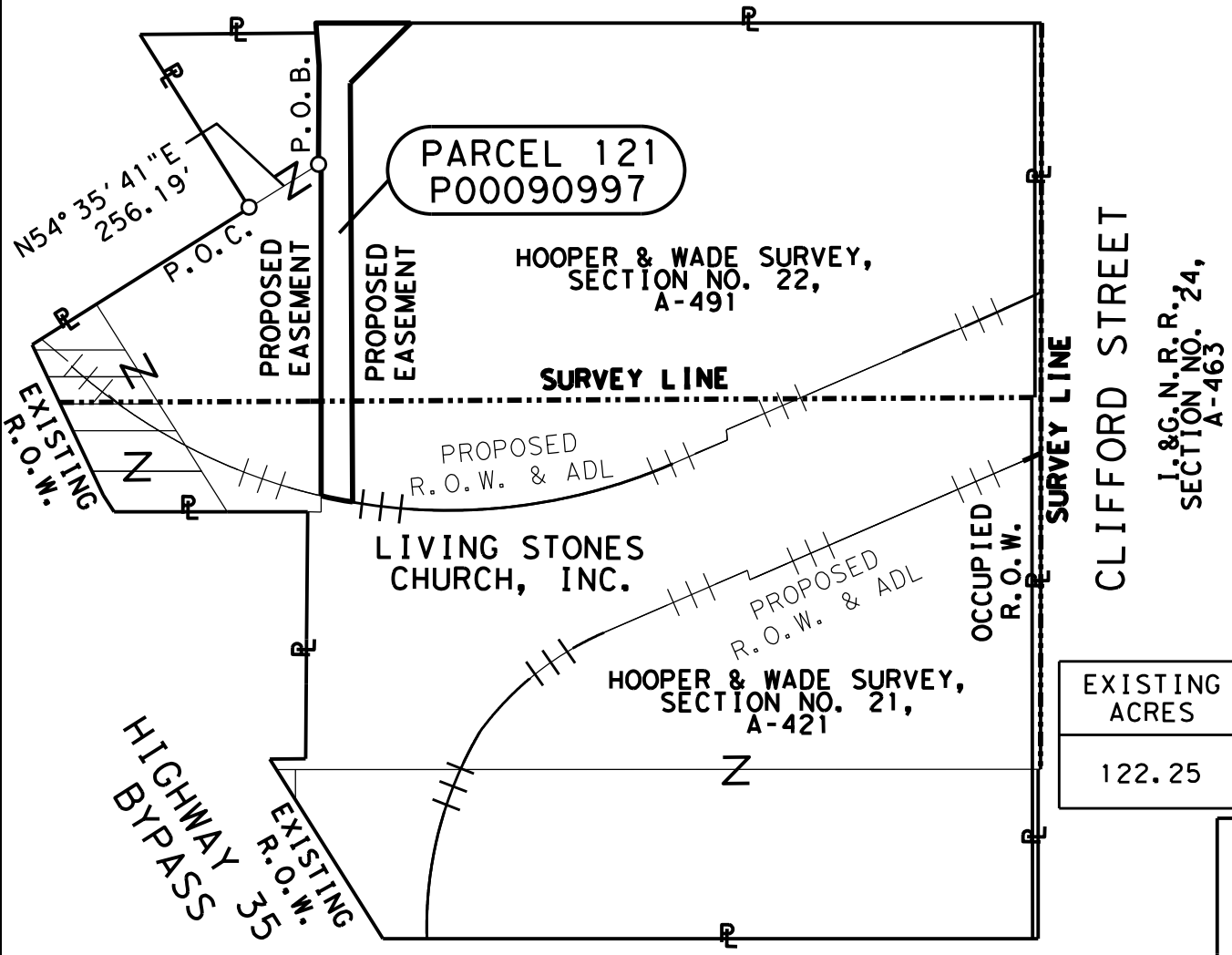
Abstracting and deed research was performed by Postle Property Services and completed in November 2023.

Access will be permitted to the remainder property abutting the highway facility.

I, Kyle Carson Sunday, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and the accompanying plat of even survey date represent an actual survey made on the ground under my supervision.

December 12, 2024

Kyle Carson Sunday Date
Registered Professional Land Surveyor
Texas Registration No. 5924
Cobb, Fendley & Associates, Inc.
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W. Sam Houston Parkway N, Suite 600
Houston, Texas 77041
(713) 462-3242



PARCEL 121
PARCEL ID P00090997
PARENT TRACT INSET
N.T.S.

EXISTING ACRES	TAKING AC. (S.F.)	REMAINDER ACRES	
		LEFT	RIGHT
122.25	3.957 (172,353)	0.00	0.00

PARCEL 106E ACQUISITION SUMMARY:

Hooper & Wade Survey, A-491=0.000 Acres (178,320 Sq.Ft.)

Hooper & Wade Survey, A-421=0.000 Acres (1,846,090 Sq.Ft.)

Total=3.957 Acres (172,352 Sq.Ft.)

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.

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL EASEMENT
SHOWING
PARCEL 121
PARCEL ID P00090997
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 5 OF 9 SCALE: N.T.S.

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983, (2011 ADJ.) (EPOCH 2010.00), ESTABLISHED FROM THE TxDOT CORS NETWORK AND VERIFIED JANUARY, FEBRUARY, MAY & JUNE 2023. HORIZONTAL CONTROL VALUES ARE BASED ON HOLDING THE PUBLISHED VALUES OF MONUMENTS (RRP) TXAC, TXAE, TXGA, TXHS, TXLM & TXRG. CONTROL PROVIDED BY RODS SURVEYING, INC. AND VERIFIED BY DANNENBAUM ENGINEERING CORPORATION & LINA T. RAMEY & ASSOCIATES, INC.(LTRA).

2. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET, DISPLAYED IN SURFACE VALUES, AND MAY BE CONVERTED TO NAD83 (GRID) VALUES BY APPLYING THE SURFACE ADJUSTMENT FACTOR (SAF) FOR BRAZORIA COUNTY, SAF=1.00013, USING THE FORMULA SURFACE/SAF=GRID.

3. ABSTRACTING AND DEED RESEARCH WAS PERFORMED BY POSTLE PROPERTY SERVICES, AND COMPLETED IN NOVEMBER, 2023.

4. EXISTING STATE HIGHWAY 35 BASELINE IS SHOWN ON ROLL MAP, AS OBTAINED FROM TxDOT ROW MAP RCSJ. NO. 178-3-35 & 178-2-14.

5. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

6. TICK MARKS ARE LATITUDE AND LONGITUDE SHOWN IN DECIMAL DEGREES AND BASED ON GRID COORDINATES.

7. "**" INDICATES THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

8. FIELD SURVEYS WERE COMPLETED IN MAY, 2024.

9. THE RIGHT-OF-WAY MAP WAS NOT COMPLETED AT TIME OF SURVEY.

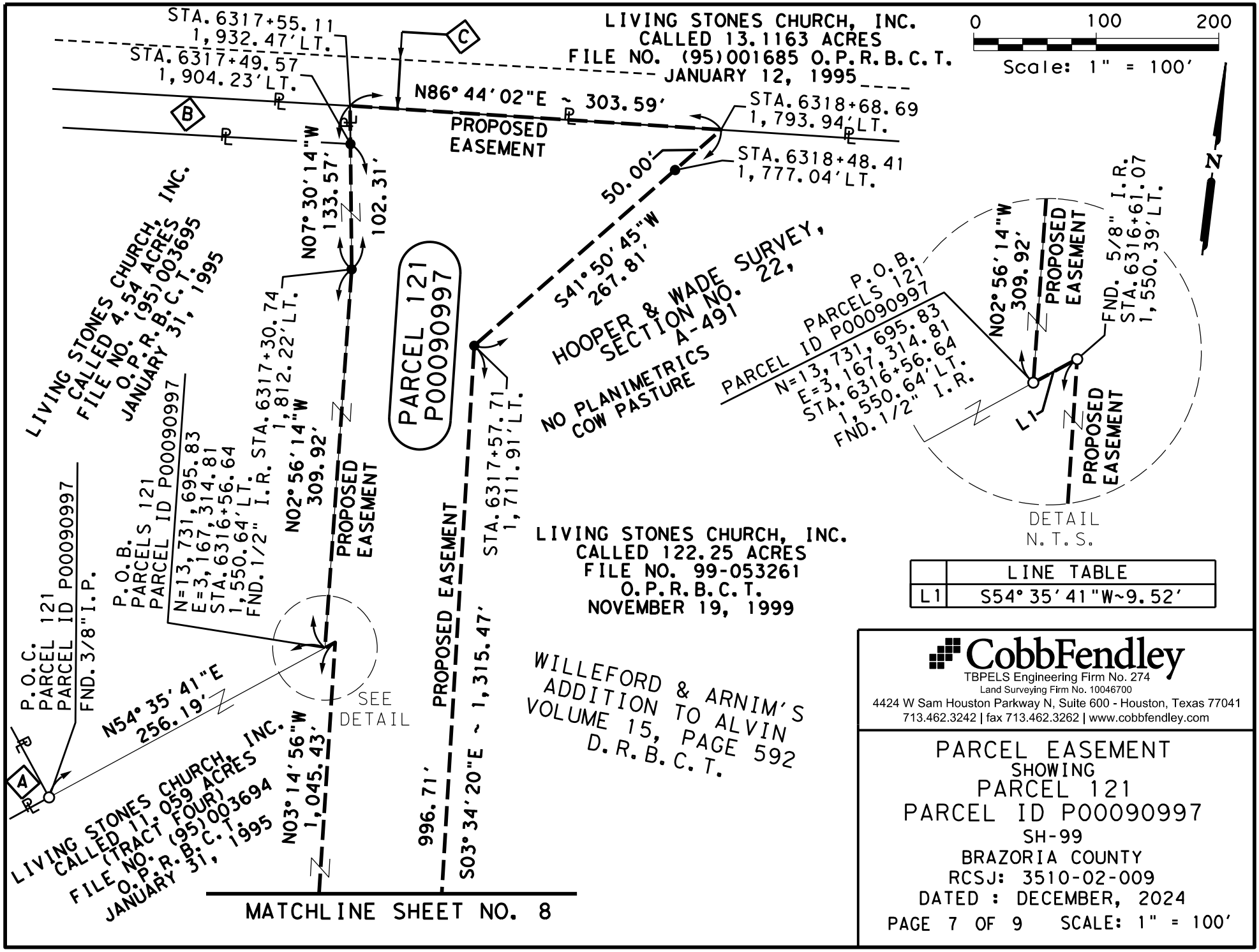
10. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND

PL	PROPERTY LINE
	LAND HOOK
	FOUND MONUMENT AS DESCRIBED
	SET 5/8"IR W/TxDOT ALUMINUM CAP
	FOUND 5/8"IR W/TxDOT ALUMINUM CAP
	SET 5/8"IR WITH CAP STAMPED "COBB FENDLEY & ASSOCIATES"
	SURVEY LINE
	EXISTING R.O.W. LINE
	ACCESS DENIAL LINE
	PROPOSED R.O.W. LINE
	PROPOSED EASEMENT LINE
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS
D.R.B.C.T.	DEED RECORDS OF BRAZORIA COUNTY TEXAS
P.R.B.C.T.	PLAT RECORDS OF BRAZORIA COUNTY TEXAS
B.C.C.F.T.	BRAZORIA COUNTY CLERK'S FILE TEXAS
O.R.B.C.T.	OFFICAL RECORDS OF BRAZORIA COUNTY TEXAS
M.R.B.C.T.	MAP RECORDS OF BRAZORIA COUNTY TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

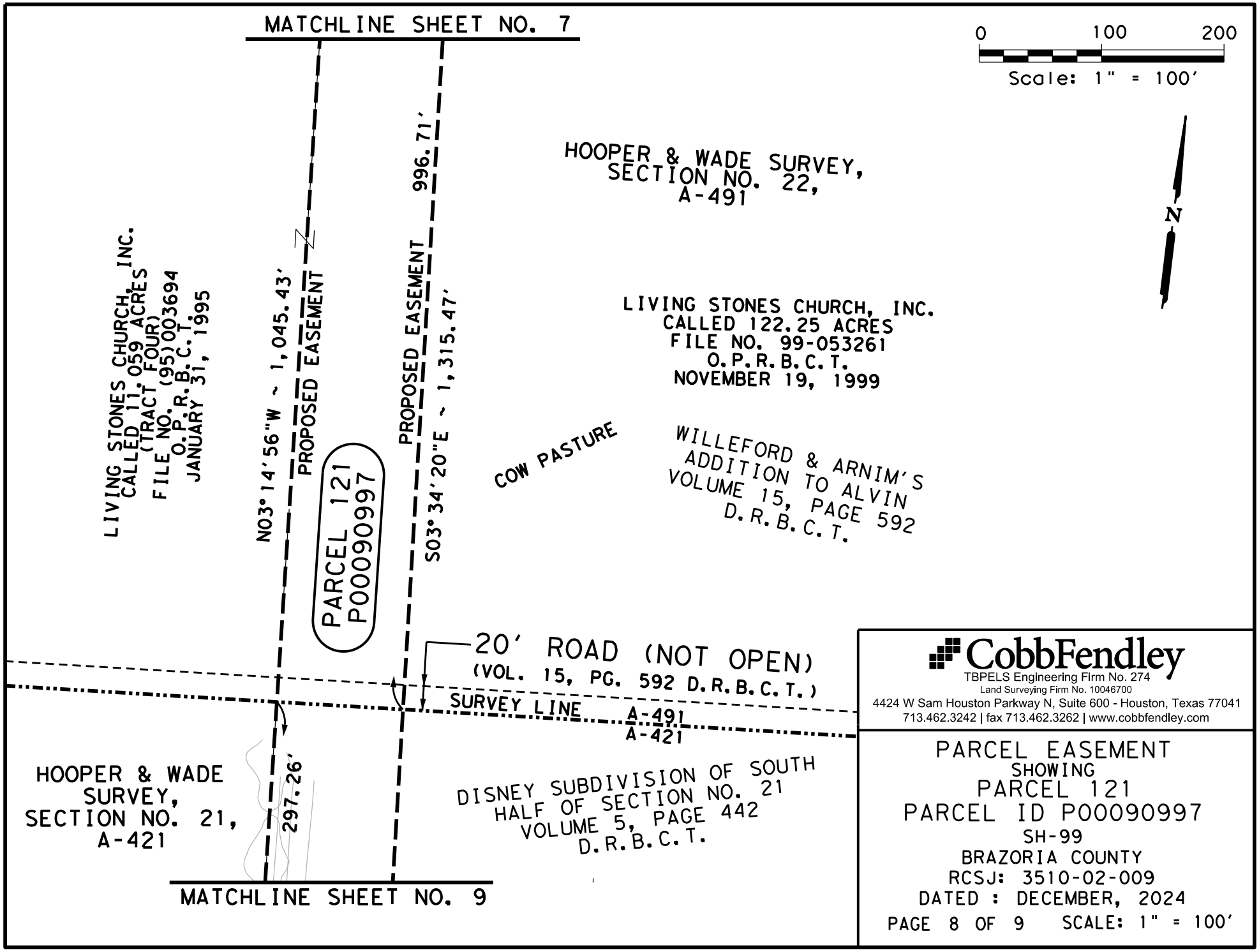
PARCEL EASEMENT
SHOWING
PARCEL 121
PARCEL ID P00090997
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 6 OF 9 SCALE: N.T.S.



	LINE TABLE
L1	S54° 35' 41"W~9.52'

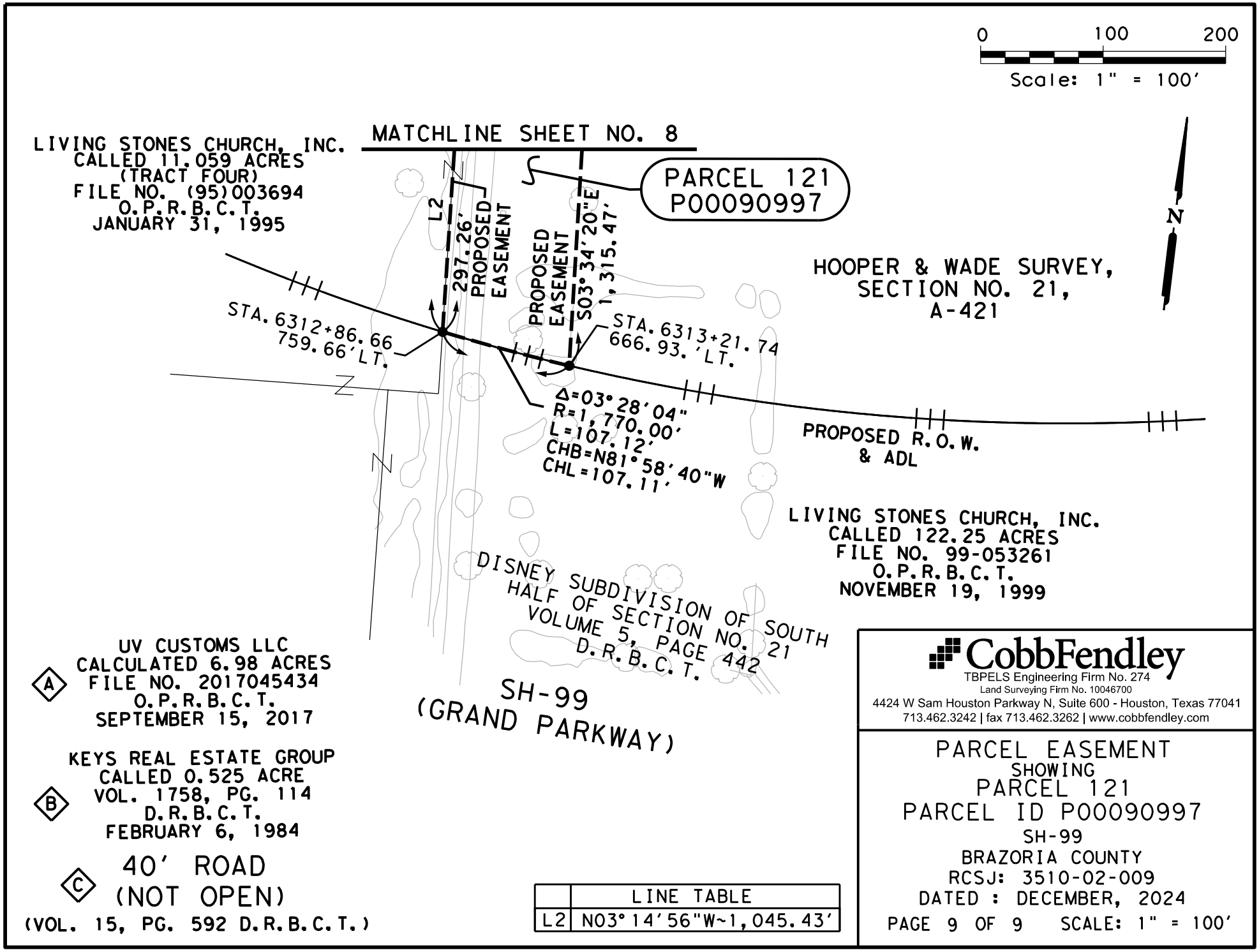
CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL EASEMENT
SHOWING
PARCEL 121
PARCEL ID P00090997
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 7 OF 9 SCALE: 1" = 100'



CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL EASEMENT
SHOWING
PARCEL 121
PARCEL ID P00090997
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 8 OF 9 SCALE: 1" = 100'



	LINE TABLE
L2	N03°14'56"W~1,045.43'

CobbFendley
TBPELS Engineering Firm No. 274
Land Surveying Firm No. 10046700
4424 W Sam Houston Parkway N, Suite 600 - Houston, Texas 77041
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

PARCEL EASEMENT
SHOWING
PARCEL 121
PARCEL ID P00090997
SH-99
BRAZORIA COUNTY
RCSJ: 3510-02-009
DATED : DECEMBER, 2024
PAGE 9 OF 9 SCALE: 1" = 100'

No. 5 Order Closing Portion of County Road Vs. County
Willie Ruskey, et al

(See Page 34F for Order)

THE STATE OF TEXAS		BEFORE THE COMMISSIONERS' COURT OF BRAZORIA COUNTY, TEXAS
COUNTY OF BRAZORIA		

ORDER CLOSING PORTION OF COUNTY ROAD

BE IT REMEMBERED that on the 26th day of September, 1966, at a regular meeting of the Commissioners' Court of Brazoria County, Texas, came on to be considered the petition heretofore filed before the Commissioners' Court on the 22nd day of August, 1966, by Willie Ruskey and seven other resident citizens and freeholders of Precinct No. 3, Brazoria County, Texas, as petitioners, wherein Petitioners requested permission of the Court to discontinue and close off a portion of an old county road heretofore extending 20 feet in width immediately south of and adjacent to the south boundary line of Lot 4 in Block 8; Lots 1 and 4 in Block 9; and Lots 1 and 4 in Block 16, of the Willeford & Arnims Subdivision, Myles O'Donnell Survey, Abstract 491, Brazoria County, Texas, (sometimes referred to as Section 22, Hooper & Wade Survey); and it appearing to the Court that notice was given of the filing of said petition, as required by law, by posting notices at the courthouse door of the County Courthouse of Brazoria County, Texas, and in two other public places within Precinct No. 3, Brazoria County, Texas, which notices were so posted on the 22nd day of August, 1966, and in which said notices all persons interested in said land were notified that an application for permission to discontinue and close off a portion of an old county road as hereinabove set forth would be held before the Commissioners' Court of Brazoria County, Texas, at the Courthouse in Angleton, Texas, at a regular term of said Court, on the 26th day of September, 1966, at 10:00 A.M., and in which said notices all persons interested in the hereinafter described lands and the discontinuance and closing of a portion of the county road located within Precinct No. 3, Brazoria County, Texas, heretofore extending as hereinabove set forth, were commanded to appear before this Court at the above specified time and place to protest, if desired, against such action; it further appearing that on the 26th

day of September, 1966, at a regular term of this Court, there came on to be heard the above petition, wherein Petitioners appeared through their attorneys, and that no person appeared or protested the discontinuance and closing of a portion of an old county road heretofore extending as hereinabove set forth; and it appearing to the Court that the portion of said road to be discontinued and closed is more particularly described as follows, to-wit:

> Extending 20 feet in width immediately south of and adjacent to the south boundary line of Lot 4 in Block 8; Lots 1 and 4 in Block 9; and Lots 1 and 4 in Block 16, of the Willeford & Arnims Subdivision, Myles O'Donnell Survey, Abstract 491, Brazoria County, Texas, (sometimes referred to as Section 22, Hooper & Wade Survey);

And, it further appearing to the Court that the use of that portion of said county road hereinabove described has actually been discontinued and same is not being used as a public road and that the route of said public road has heretofore been actually altered on the ground and a new and different public road is now in use in the vicinity of the above described roadway and that the portion of said county road is not a connecting part of an existing county road and that the portion of said road sought to be discontinued and closed has not been used as a public road for a period of more than twenty years immediately preceding the date of the filing of said application and that it is necessary and expedient to discontinue and close the above described portion of said road;

Upon motion duly made by Commissioner Jordan and seconded by Commissioner Brown, and passed by unanimous vote of all members present, it is ordered that the above described portion of said county road extending as hereinabove fully described, be discontinued and closed as a public road.

And the Order of this Court authorizing the discontinuance and closing of said portion of said county road extending as hereinabove fully described, is ORDERED to be entered and spread upon the Minutes of this Court.

s/ Alton C. Arnold
County Judge, Brazoria County, Texas

and that a certified copy of this order be sent to Mr. Leland B. Kee. Motion carried.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

I, H. R. Stevens, Jr., Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain Docket Entry No. 5 pertaining to Closing portion of County Road, Willie Ruskey, et al, Precinct 3

as passed by the Commissioners' Court at the September 26 A. D., 196 6, Special Term of Commissioners' Court, and as the same appear (s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of September A. D., 196 6

H. R. STEVENS, JR., Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas.

By S. Wood Deputy

Filed for Record at 3:30 o' clock P. M., Oct 20, 196 6 H. R. Stevens, Jr., Clerk County Court, Brazoria Co., Texas - By S. Wood Deputy

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider appointment to fill an unexpired term on the Planning Commission.

Type of Item: Action Item

Summary: With Council member Davis' resignation, the Planning Commission now has six (6) members. According to the Alvin Code of Ordinances, the Planning Commission is required to have (7) members. Council Member Davis' unexpired term extends through December 31, 2026.

Current members on the Planning Commission are: Abrin Brooks, Jason Jones, Scott Loy, Clennon Mitchell, Samuel Washington, and Adam Arendell.

Applicants on file:

- Quenton Bernhardt
- Seth Carrasco
- Jared Kelley
- Monica Logsdon
- Yaritza Lusk
- Andy Summa

All listed applicants were contacted, and each has confirmed their desire to be considered for appointment on the Planning Commission. The applicant's application notes have been included in the packet.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ___

Amount: ____

1295 Form Required? Yes __ No X

Legal Review Required: N/A X Required

Date Completed: 6/2/2025 SLH

Supporting documents attached:

1. Planning Commission Applicants

Recommendation: Move to appoint _____ to fill the unexpired term of Ashley Davis through December 31, 2026.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

Planning Commission Applicant Information

Name	Appointed to other Boards?	Application Notes
Carrasco, Seth	No	I believe I would make a strong assistant, bringing a background in construction and development, along with established relationships in local, state, and major business sectors. I'm reliable, trustworthy, and committed to serving and supporting others. TIRZ Board appointed by Ryan Cade.
Bernhardt, Quenton	No	To help our city grow and have more land to build more homes
Kelly, Jared	No	Over 25 years' experience in Construction industry. City of Seabrook Board of Adjustment City of Seabrook Ethics Review Commission.
Logsdon, Monica	No	Want to see my community grow and flourish and come together when need to.
Lusk, Yaritza	No	My husband and I have been residents of Alvin for 20+ years and I feel I would bring a different point of view to the growing city, where we can all embrace the future and enjoy growth opportunities, but still grounded in the traditions that make Alvin a great place to live and do business. I was president of the Dhahran (Saudi Arabia) Garden Club for three years and a Girl Scouts troop leader as well.
Summa, Andy	No	The importance of citizen engagement can't be overstated. As a long-time Alvin resident, the well-being of our small community is linked to the efforts of our citizens. I have a sense of responsibility and a belief in the power of collective action. I believe participation in local initiatives fosters a deeper sense of community, and strengthens the bedrock of our city. Each small act of service can create a ripple effect, inspiring others to join in and amplifying our collective impact. Civic & Community endeavors: Alvin Citizens Academy, Homeland Preparedness Project Community Emergency Response Team. I like to think I'm a good listener who learns quickly, but also humble enough to know I have a lot to learn. I'm a hard worker and my experience with the Alvin Citizens Academy has given me the basic tools to make more of a difference in my hometown. Thank you for your consideration about serving on the Planning Commission. I'm a long-time Alvin resident and love my community. I attended AISD schools, graduated from AHS and then attended ACC. My family is proud to call Alvin home. I'd be honored to help guide - even in small ways - the city that has given me so much. I graduated from the Alvin Citizens Academy in 2023 and also volunteer with the Homeland Preparedness Project's Community Emergency Response Team (CERT). These trainings and experiences have taught me valuable (admittedly introductory) lessons about how cities operate and how to assist when issues arise. I also know enough to know I don't know everything, and I look forward to learning from current board members and City of Alvin officials. I was a journalist for 20 years - a profession that demands quick uptake and an ability to synthesize disparate information on micro- and macro-levels. Good planning requires an understanding of numerous discrete issues, problems and solutions. I hope to apply a similar standard to my time with the Planning Commission. I'm excited about the opportunity to help out and look forward to the possibility of working with you guys!

AGENDA COMMENTARY

Meeting Date: 6/5/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider appointment to fill an unexpired term on the Economic Development Advisory Committee.

Type of Item: Action Item

Summary: This agenda item is to appoint a member to fill the unexpired term on the Economic Development Advisory Committee, previously held by Jake Starkey, through December, 2026. Staff has compiled a list of applicants interested in serving on this Commission.

The board is composed of seven members who serve staggered two-year terms. With the resignation of Jake Starkey, the board currently has six members. Current members are: Sam Washington, Keisha Heck, Jamie Van Horne, Stacy Ebert, Carry Perrin, and Council member DeKeyzer.

Current applicants:

- Sonya Atkins-Goodman
- Seth Carrasco
- Jeffrey Foley (Civil Service)
- Jared Kelly
- Monio Mark (TIRZ 1)
- Laudice Martinez
- Kurt Overby (TIRZ 1)

The applicant's application notes have been included in the packet.

Requirements to serve on the board:
(a) an Alvin resident for no less than one (1) year; or
(b) own or manage a business that has been in operation within Alvin's city limits for no less than three (3) years; or
(c) possess expertise in various fields related to economic development, including but not limited to business, finance, real estate, and community development.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 6/2/2025 SLH

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. EDAC Applicants

Recommendation: Move to appoint _____ to the Economic Development Advisory Committee through December 31, 2026.

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

EDAC Applicant Information

Name	Appointed to other Boards?	Application Notes
Atkins-Goodman, Sonya	No	As the founder of Human Edge Resource Solutions - locally owned and operated business in Alvin, I am deeply committed to contributing to the growth and prosperity of the city. I bring over 30 years of experience in human resources, having worked with a diverse range of industries, including healthcare, manufacturing, insurance, automotive, and nonprofits. My expertise in workforce development, business operations, and strategic planning allows me to provide valuable insights into economic initiatives that benefit our community. I am particularly interested in fostering an environment that supports small businesses, talent, development, and local entrepreneurship. My experience as an HR consultant has given me firsthand knowledge of the challenges and opportunities that organizations face, and I am passionate about working collaboratively to create strategies that drive economics success in Alvin.
Carrasco, Seth	No	I believe I would make a strong assistant, bringing a background in construction and development, along with established relationships in local, state, and major business sectors. I'm reliable, trustworthy, and committed to serving and supporting others. TIRZ Board appointed by Ryan Cade.
Foley, Jeffrey	Civil Service	Long time resident and local business owner with 10 employees.
Kelly, Jared	No	Over 25 years' experience in Construction industry. City of Seabrook Board of Adjustment City of Seabrook Ethics Review Commission
Mark, Monio	TIRZ 1	I'm someone who values community and believes in the power of service to make meaningful change. I've always been drawn to opportunities where I can contribute to something larger than myself and positively impact the lives of others. I've lived in the area since 2015 and would like to help by serving. My experience in the public sector would make me a good board member which includes currently being a Finance Director at the City of Hitchcock, 3 years as Controller at the City of Baytown and experience as a governmental auditor at Belt Harris Pechacek.
Martinez, Laudice	No	I am inspired to serve on the board because I believe in the power of community engagements and want to help address challenges we face together. I've volunteered at Memorial Hermann Hospital during Covid and floods in the last recent years to expand my knowledge in my community to make positive impacts in local issues
Overby, Kurt	TIRZ 1	Interested in the development and advancement of the city economically, grow small businesses and be involved in the city in which I live. I have no know civic qualifications, however I have served on several committees within the Houston Police Department. I am involved in my church's men's ministry, including outreach.