

City of Alvin, Texas

Paul Horn, Mayor

Keith Thompson, Mayor Pro-tem, District C
Brad Richards, At Large Pos. 1
Joel Castro, At Large Pos. 2
Scott Reed, District A



Adam Arendell, District B
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY OCTOBER 18, 2018

7:00 P.M.

(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 Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances 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, OCTOBER 18, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Check Presentation to the Moises De La O of Fade Stop Barber Shop, as the recipient of the Alvin Downtown Business Incentive Grant for FY18.

B. Alvin Animal Adoption Center Departmental Update.

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public hearing on the Strategic Partnership Agreement for the Walton Development, more formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49.

6. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the October 4, 2018 City Council meeting minutes.

B. Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters (second reading).

C. Consider Resolution 18-R-37, setting one (1) public hearing for November 15, 2018, for the termination of a contiguous geographic area within City of Alvin known as Reinvestment

Zone Number Three, City of Alvin, Texas, for tax increment financing purposes, pursuant to Chapter 311 of the Texas Tax Code.

- D. Acknowledge receipt of the Fiscal Year 2018 Quarterly Capital Improvement Projects Report and Comprehensive Plan Implementation Report.
- E. Accept resignation from Parks & Recreation Board Member, Debra Palin.
- F. Consider a one-year contract extension through December 31, 2019, with Wells Fargo Bank for depository and banking services for the City of Alvin.

7. OTHER BUSINESS

- A. Consider Resolution 18-R-36, adopting the Development Agreement with Walton Texas, LP, for the Walton Texas Master Planned Development, and authorize the Mayor to sign, subject to legal review.
- B. Consider Ordinance 18-R, granting consent to the creation of Brazoria County Municipal Utility District Number 48; containing various provisions related to the foregoing subject; and making certain findings related thereto.
- C. Consider Ordinance 18-S, granting consent to the creation of Brazoria County Municipal Utility District Number 49; containing various provisions related to the foregoing subject; and making certain findings related thereto.
- D. Consider a Professional Services Agreement to prepare preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), and authorize the City Manager to sign, subject to legal review.
- E. Consider a Professional Services Agreement to conduct an engineering study if applicable, to determine the scope of work and prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB), and authorize the City Manager to sign, subject to legal review.

8. REPORTS FROM CITY MANAGER

- A. 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, October 15, 2018 at 4:00 P.M.



(SEAL)

A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.
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).**

Parks Board Minutes
Sept. 4, 2018

1. MTG called to order at 6:43p.m.
2. Aug. 7, 2018 minutes approval next MTG Oct. 9, 2018
3. No petitions/requests from public
4. No chairman report
5. Director report
 - Upcoming events
 - AlSD Community Day. 9/8/18
 - Story Walk 9/10-9/21
 - Mother/son blast 9/21/18
 - No cook Thursday 9/21.
6. Park Projects/Improvements update
 1. Mustang Bayou - project calendar done 7/2019
 2. Blue Trails - unfunded by Council
 3. Sunrise Rotary - Bal. \$28,158.45
 - Jan. \$5,000 - Paid in full
 4. KABOOM! Grant - selected
 - Newman Park
 - Nov. Build date
 - Schedule will be emailed
 - Next month agenda item motion to close "parking" area to vehicles-only foot/bike traffic
5. Sealy Park \$12,000 repair playground
 - Received last week
6. Dog Park - fountain repaired
 - TX Dirt Works - bid to slope, grade and drain to stop puddling water
 - No funds this year
7. Morgan & Newman Park
 - "The Day"
 - Swings replaced - reduce to 2
 - Paint blue/yellow
 - Reuse fall surface

New boarder from stock

8. Fiscal Year Program

6,346 highest total transactions enrolled

628 withdrawals

26 total refunded as of this date

Graph change - remove refund & general

Add - community events & little leagues

New Business - 2018 Athletic Facilities Policy

Jamie - Motion accepted to approve - Milton second - pass

Put on Oct. agenda - electricity fee for unpaid bills

No items of community interest

Adjournment: Dwight motion at 8:13p.m. - Terrie second - pass

Alvin Senior Board Meeting Minutes

2018
September 10, 2010

(APPROVED)
Beverly/Betty
1st 2ND

Call to order at 8:02 a.m. Board Members Present: Darell Brady, Betty Hodges, Beverly Kimbrough, Marie Hodges, Nell Shimek, Loretta Smith and Board President Judy Zavalla.

Visitor: Joshua Truska with the Alvin Sun Newspaper

Nell Shimek made a motion to approve August 13, 2018 Senior Board Meeting Minutes as corrected; Marie Hodges second, all agreed.

There were no petitions/requests from the public.

Board President Report: Judy Zavalla reports that Beverly Kimbrough and Judy Zavalla are working on Alvin Senior Center History and are close to completion. Sock Hop official date is October 19, 2010 and neighboring Senior Centers to be invited. Judy also reported a problem with internet registration.

Director Report: Dan Kelinske gave updates on upcoming events, department projects and improvements. AISD replaced equipment at parks. Total of 6,346 participants registered this year through city and activities. Rental revenues of Senior Center are the highest at \$22,200. Alvin Library is partnering with Parks and Recreation to provide activity and literacy.

Senior Center Manager Report: Marla Grigsby reports that plans are completed for the Sock Hop at the Senior Center. Mini Van is in shop to AC repair, a new van is needed; Dan Kelinske to check the 10 year mark that is required by the City Council. Updates on upcoming activities held at the Center on Learning Lunch, Balance Class and Walgreens Flu Shots. Oktoberfest and Spook-tacular Pot Luck Lunch and the possibility of City Tours of Alvin.

Community Interest: Loretta Smith accepted the minister position at Disciples of Christ Church in Alvin on Durrant Street.

Reception for new City manager, Junru Roland, on September 20, 2018.

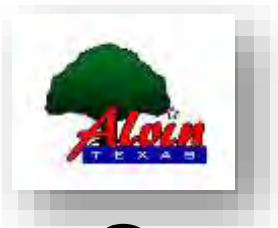
Fall community recycling on October 13, 2018.

Meeting adjourned at 8:55 a.m.

Respectfully Submitted by,

Nell Shimek, Secretary

mh



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Check Presentation to Moises De La O of Fade Stop Barber Shop, as the recipient of the Alvin Downtown Business Incentive Grant for FY18.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Discussion & Direction

Summary: Council approved the creation of the Downtown Business Incentive Grant program that encourages business owners to make improvements to downtown locations. The approved allocation was for a 50% match for up to \$2,100. Mr. De La O submitted his application, and the Grant Review Committee reviewed and approved the project. This project qualified for \$2,100 of the \$25,000 budgeted amount for the 2018 fiscal year award. The approved project allowed for the installation of a new LED lit wall sign to display the business name. The project was completed with an inspection certificate awarded by the City of Alvin Building Department.

Funding Expected: Revenue ___ Expenditure ___ N/A ☒ **Budgeted Item:** Yes ___ No ___ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ☒ Required ___ **Date Completed:** 10/11/2018 SLH

Supporting documents attached:

- Pictures of Completed Project

Recommendation: Congratulate Moises De La O on his successful installation of a new LED lit wall sign at Fade Stop Barber Shop.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



Alvin Animal Adoption Center

City of Alvin - Departmental Update



Our Team

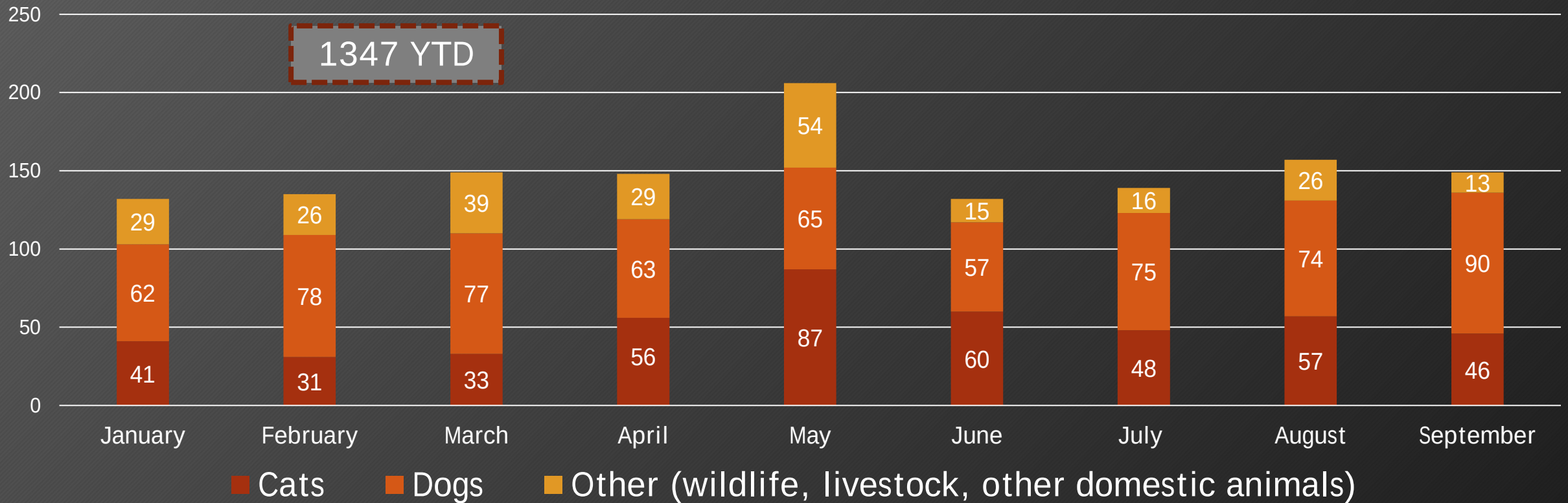


- Brittney Moore, Kennel Tech
- Kaitlyn Sifert, Kennel Tech
- Kim Vera, Kennel Tech
- Tonya Douglas, Animal Control Supervisor
- Joan Moore, Animal Control Officer
- Richard Villaloboz, Animal Control Officer
- Autumn Miller, Shelter Manager

In-Takes



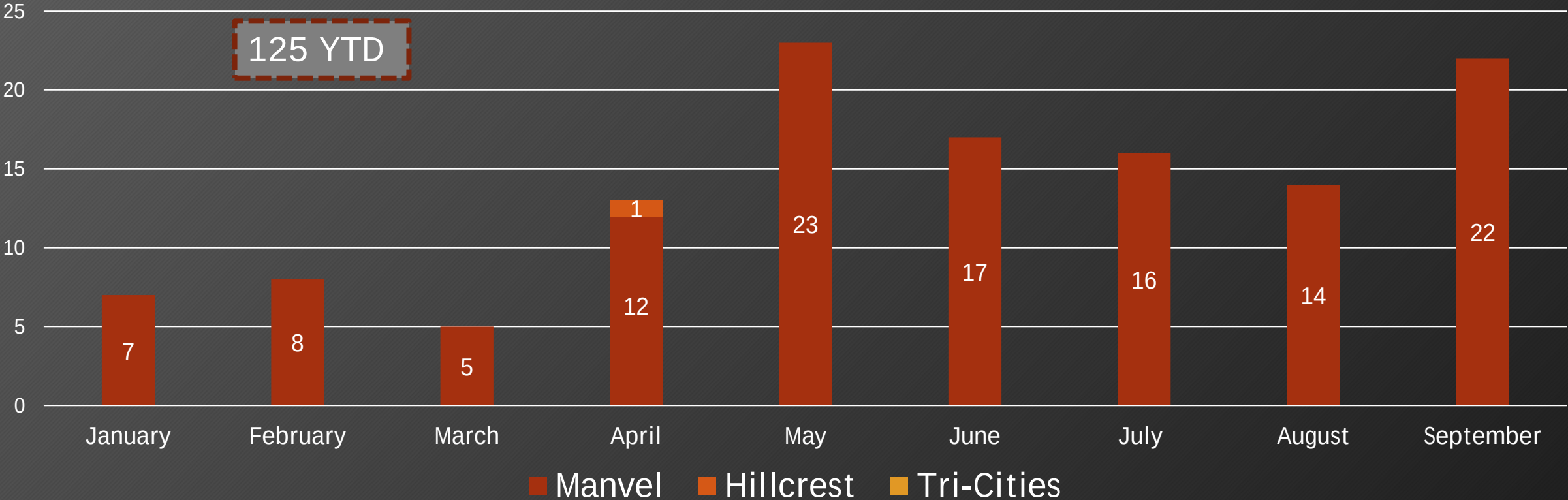
Monthly In-takes



Other Agency In-Takes



Other Agency In-Takes



Happy Tails



BUNNY

May 2, 2018
Before



May 29, 2018
After



Before

02.27.2018

04.03.2018



Shamrock

After

Alvin
Animal
Adoption
Center



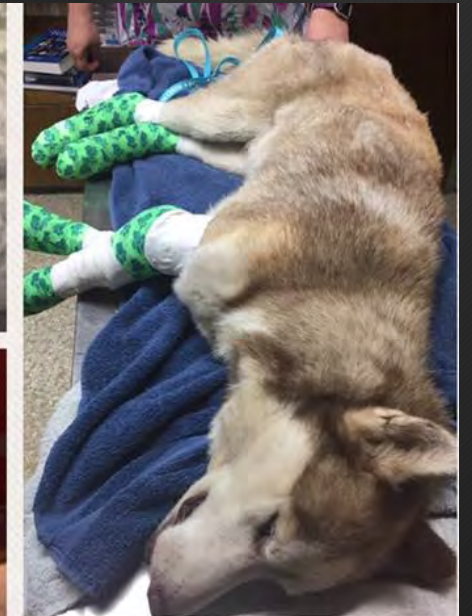
Sonic



Alvin Animal
Adoption Center



Happy Tails



Milestones

Number of
healthy companion
pets euthanized
at
the
AAAC
Since
2015:
zero!



Milestones

- All pets in the shelter are sponsored

Help a Homeless Pet & Promote your Business or Organization by teaming up with the **Alvin Animal Adoption Center**

The Alvin Animal Adoption Center is responsible for taking in the homeless pets of Alvin. We save them from the streets and provide them with care until we are able to find them new families.

Our adoption fees cover the sterilization (spay or neuter), microchip, rabies vaccination, deworming, flea medication, and basic vaccinations. When we are able to find sponsors for the sterilization of these pets, we are able to lower the adoption fee and increase the chance of adoption for that pet.



By donating \$85 toward the sterilization of a dog or \$65 toward the sterilization of a cat, you can make a difference! We will post a flyer on that pet's kennel stating your organization sponsored the sterilization, post it on our Facebook page, and provide you with a flyer to display at your facility!

Don't hesitate – there are many pets counting on you!

Alvin Animal Adoption Center

550 West Highway 6
Alvin, Texas 77511

To participate, please call 281.388.4331 or email amiller@cityofalvin.com



Community Involvement



- Well-Behaved Pet Owner acknowledgement program



Community Involvement



- Advertisement at Wellborne Cinema (Alvin)
- Advertisement at Cinemark Cinema 12 (Pearland)
- Pet of the Week in The Alvin Sun & Advertiser
- Available pets are posted on Petfinder.com and AdoptAPet.com
- Billboard advertisement on Highway 6 (near Jack Brooks Park)
- Low-cost pet vaccination clinic at AAAC every second and fourth Saturday
- Numerous events throughout the year

Community Involvement

- Puppy Pals at the Alvin Library



Community Involvement

- Raise money for our medical fund through raffles



WIN this DOG BED!
at the
Alvin Animal Adoption Center

Handmade!
ONE-OF-A-KIND!
Beautiful!
Solid design!



All funds raised will go to our medical fund to help Alvin's homeless pets needing vet care. Winner of raffle will be announced November 1, 2018.

\$5 TICKETS
Available at the Alvin Animal Adoption Center

WIN THIS SIGN!



Winner to be drawn 07.31.2017

\$1
PER RAFFLE TICKET

All money raised goes toward AAAC medical fund!



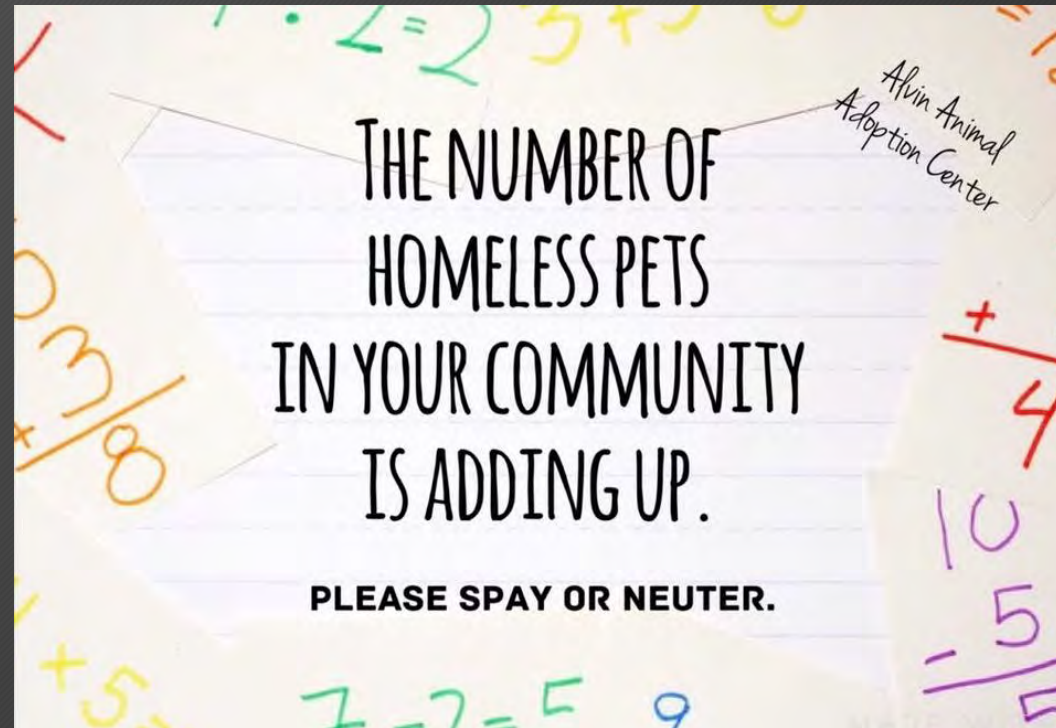
Alvin Animal Adoption Center
SUMMER RAFFLE
\$1 PER TICKET
FUNDS RAISED WILL HELP PETS IN NEED OF MEDICAL CARE
DONATED BY Wicked Wreath Designs

Donations



- Donations to the Alvin Animal Adoption Center can be made:
 - At the shelter (550 W Hwy 6)
 - Over the phone (281.388.4331)
 - Via our Alvin Animal Adoption Center Facebook page
 - Via our City Webpage (www.alvin-tx.gov)
 - At the Veterinary Hospital of Alvin (Medical fund)

Thank you



MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING AND
EXECUTIVE SESSION
THURSDAY OCTOBER 4, 2018
7:00 P.M.

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 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Pro-Tem Keith Thompson; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Scott Reed, Brad Richards, and Glen Starkey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Larry Buehler, Economic Development Director; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Matt Hogan with Heights Baptist Church gave the invocation.

Council member Castro led the Pledge of Allegiance to the American Flag and Council member Reed led the Pledge to the Texas Flag.

PRESENTATIONS

Oath of Office – Presiding Municipal Court Judge.

Judge Donna Starkey administered the oath of office to the newly appointed Municipal Court Judge Deanie King.

PUBLIC COMMENT

Jill Rea of Archangel's of Texas invited members of Council, staff and the public to attend the Alvin Home Town Social fundraiser on October 13th to help raise money for a crisis community center for the homeless in the area.

PUBLIC HEARING

Public hearing on the Strategic Partnership Agreement for the Walton Development, more formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49.

Mayor Pro-Tem Thompson opened the public hearing at 7:12 p.m. Becky Collins spoke in favor of the Strategic Partnership Agreement. Mayor Pro-Tem Thompson closed the public hearing at 7:14 p.m.

CONSENT AGENDA

Consider approval of the September 20, 2018 City Council meeting minutes.

Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters – first reading.

On July 19, 2018, Walton Texas, petitioned the City for the discontinuance of approximately 817 acres of land, and the jurisdictional annexation of approximately 4.51 acres of land, consisting of a five (5) foot wide strip, the majority of said property being located within Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. These

MUDs 48 and 49 will become extra territorial jurisdiction MUDs. The discontinuance and jurisdictional annexation property are more particularly described by metes and bounds in Exhibits A and B, attached to Ordinance 18-Q.

On August 2, 2018, Council approved the commencement of discontinuance and annexation procedures, and held two (2) public hearings as required by law on September 6, 2018, and September 13, 2018. Staff recommends approval.

Consider Ordinance 18-N, amending Chapter 25, Water and Sewers, for the purpose of amending the City's current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the 2018 Land Use Assumptions and Capital Improvements Plan and 2018 Impact Fee Study; setting an effective date of November 1, 2018 for the increase in fees; and setting forth other provisions related thereto.

Ordinance 18-N amends Chapter 25 by adopting the new impact fee schedule that was recommended by the Impact Fee Advisory Committee as a result of the updated Land Use Assumptions and Capital Improvements Plan that was drafted by Jimmy Thompson and David Kasper of ARKK Engineers, LLC. in accordance with Section 395 of the Texas Local Government Code.

A public hearing was held on September 6, 2018, for Council to receive input from the public regarding the 2018 Water and Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study Update. No comments were received from the public at this hearing.

Following the public hearing, Jimmy Thompson (JET Civil Consulting) and David Kasper (ARKK Engineers, LLC) presented an overview of the Water and Wastewater Impact Fee Study 2018 Update and answered questions from members of City Council.

Essentially the water and wastewater impact fee for new development based on a standard ¾ inch water meter increased from \$2,00 to \$4,350. Staff recommends approval of Ordinance 18-N.

Consider Resolution 18-R-35, amending the conditions to consent regarding Fort Bend County Municipal Utility District No. 189; and other matters related thereto.

In 2007, BGM Land Investments, Ltd., petitioned the City for consent to the creation of Fort Bend County Municipal Utility District No. 189 to serve 238,597 acres of land in Fort Bend County, Texas, all of which is located within the extraterritorial jurisdiction of the City of Alvin. On March 15, 2007, the City Council consented to the creation of Fort Bend County Municipal Utility District No. 189 in Resolution 07-R-08. Attached to the Resolution 07-R-08 as Exhibit B, were terms and conditions specific to the creation of Fort Bend County Municipal Utility District No. 189, and those conditions failed to include recreational facilities and road facilities, as was recited in Resolution 07-R-08. Therefore, staff is recommending approving the amended consent conditions, attached as Exhibit B, to include recreational facilities and road facilities to make it consistent with the recitals in Resolution 07-R-08.

Consider an award of bid to Commercial Chemical Products for the purchase of Sodium Bisulfite for one (1) year with the option to extend for one year at the same terms and conditions, for an estimated total of 25,000 per year.

Sodium Bisulfite is used at the Wastewater Treatment Plant after chlorine disinfection prior to discharging the effluent to receiving water in an effort to process and treat the wastewater.

On June 12, 2018, bids were opened and Commercial Chemical Products was the lowest qualified bidder for Sodium Bisulfite at \$1.49 per gallon.

The amount of wastewater being treated is contingent upon the amount of wastewater sent to the Wastewater Treatment Plant for treatment from the community. The projected annual cost for Sodium Bisulfite in FY18 at \$1.49 per gallon is \$25,000. However, \$35,000 was budgeted for the FY18 in the event of an increase in wastewater treatment were to occur. Last year, \$20,385 was spent on Sodium Bisulfite at \$1.60 per gallon.

Upon Council approval, an award letter will be sent to vendor and city departments.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider an On-Call Professional Electrical Services Agreement with TDEC Inc as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for a term of two (2) years; and authorize the City Manager to sign the agreements upon legal review.

A Request for Proposals (RFP) for on-call professional electrical services was advertised on August 12, 2018 and August 19, 2018. Responses to the RFP were received from three (3) electrical companies and have been reviewed by staff. Both TDEC and DM Electrical are qualified to perform electrical services for the City. Staff would like to use TDEC, Inc. as the primary contractor, and DM Electrical and Construction LLC, as the secondary contractor, for on-call professional electrical services for the City.

The Electrical Services Agreements being considered will allow said companies to provide electrical services to Public Services Facilities (lift stations, WWTP, Water Wells), and to any other electrical needs of the City. Approval of this agreement will ensure that electrical services can be provided to City facilities.

Mayor Pro Thompson announced that the consideration of an On-Call Professional Electrical Service Agreement was removed from the agenda and will be considered at a future meeting.

Consider an award of bid to Precise Services, Inc., for the South Park Drive Pavement and Drainage Project in an amount not to exceed \$691,569.06; and authorize the City Manager to sign the contract upon legal review.

On September 11, 2018, bids were opened for the South Park Drive Pavement and Drainage Project, and Precise Services, Inc. was the qualified low bidder. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: \$800,000

Contract Amount: \$658,637.20

5% Contingency: \$ 32,931.86

Total Amount: \$691,569.06 (\$108,430.94 below budget)

The South Park Drive Pavement and Drainage Project consists of the total replacement of the concrete pavement and associated drainage improvements on South Park Drive. These improvements were based on recommendations in the 2013 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on July 19, 2018.

The project is scheduled to start in October 2018 and has a construction time of 75 calendar days.

The \$108,430.94 in excess funds will be returned to the Sales Tax Fund to be used for future street projects. Staff recommends approval.

Michelle Segovia presented bid and project information to City Council.

Council member Reed moved to award bid to Precise Services, Inc., for the South Park Drive Pavement and Drainage Project in an amount not to exceed \$691,569.06; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Castro; motion carried on a vote of 7 Ayes.

Consider an award of bid to Greenscapes Six, LLC., for the 2018-2019 Concrete Repair Program, in an amount not to exceed \$200,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

On September 11, 2018, bids were opened for the 2018-2019 Concrete Repair Program, and Greenscapes Six, LLC was the qualified bidder. This Contractor has never worked on a City of Alvin project. Engineering Staff has verified references for this Contractor and all references were highly satisfied with the work performed.

Project Budget: \$200,000

Total Contract Amount Including Alternate Bid Items: \$179,950

The 2018-2019 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last eight years. Staff recommends approval.

Michelle Segovia presented bid and project information to City Council.

Council member Castro moved to award bid to Greenscapes Six, LLC., for the 2018-2019 Concrete Repair Program, in an amount not to exceed \$200,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Mr. Junru Roland reviewed the preliminary list for the October 18th Council meeting.

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.

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked the first responders for participating in National Night Out. He announced the "No Cook Thursday" event and encouraged attendance.

Council member Reed announced that he will be attending the AVFD Lady Auxiliary's Annual Spaghetti Dinner on October 7th. He thanked the fire department for their response to his house fire.

Council member Arendell thanked Judge Starkey for her years of service as the Municipal Court Judge. He announced that the County Fair will be the week of the next Council meeting.

Council member Castro thanked Judge Starkey for her years of service. He announced the events occurring the weekend of October 6th.

Council member Adame thanked Judge Starkey for her years of service and wished her well upon her retirement.

Council member Starkey announced the annual Octoberfest held by the Alvin Lutheran Church and various other community events that were held during the first week of October. He encouraged citizens to report pot holes on the city's website.

EXECUTIVE SESSION

Mayor-Tem Thompson called for an executive session at 7:25 p.m. in accordance to the following:

City Council will meet in Executive Session pursuant to:

Texas Government Code Section 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Attorney Evaluation.

RECONVENE TO OPEN SESSION

Mayor Pro-Tem Thompson reconvened the meeting into open session at 8:16 p.m.

Take action on Executive Session item if necessary.

Council member Starkey moved to approve amendment to the City Attorney's contract and authorize the Mayor to sign. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

ADJOURNMENT

Mayor pro-tem Thompson adjourned the meeting at 8:16 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters (second and final reading).

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On July 19, 2018, Walton Texas, petitioned the City for the discontinuance of approximately 817 acres of land, and the jurisdictional annexation of approximately 4.51 acres of land, consisting of a five (5) foot wide strip, the majority of said property being located within Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. These MUDs 48 and 49 will become extra territorial jurisdiction MUDs.

The discontinuance and jurisdictional annexation property are more particularly described by metes and bounds in Exhibits A and B, attached to Ordinance 18-Q.

On August 2, 2018, Council approved the commencement of discontinuance and annexation procedures, and held two (2) public hearings as required by law on September 6, 2018, and September 13, 2018.

Staff recommends approval of Ordinance 18-Q on this second and final reading. The first reading of this ordinance passed on October 4, 2018.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☒ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/10/2018 SLH _____

Supporting documents attached:

- Ord. 18-Q
 - Exhibit A – Discontinuance Property Description
 - Exhibit B – Jurisdictional Annexation Property Description
-

Recommendation: Move to approve Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters on second and final reading.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE 18-Q

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, DISCONTINUING 817.85 ACRES OF LAND, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; JURISDICTIONALLY ANNEXING 4.51 ACRES OF LAND, MORE OR LESS, CONSISTING OF A FIVE (5) FOOT WIDE STRIP OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT B; PROVIDING FOR OPEN MEETINGS, AND OTHER RELATED MATTERS.

WHEREAS, on July 19, 2018, the owner (the “Petitioner”) of certain property located within Brazoria County, Texas, petitioned the City of Alvin, Texas (herein the “City”), a home-rule municipality, for discontinuance of approximately 817.85 acres (the “Discontinuance Property”), from the municipal boundaries of the City, in accordance with Section 43.154 of the Texas Local Government Code; and

WHEREAS, the Petitioner also simultaneously petitioned the City for jurisdictional annexation of approximately 4.51 acres consisting of a five (5) foot wide strip (the “Jurisdictional Annexation Property”), more particularly described herein into the City limits, in accordance with Section 43.052(h)(2) of the Texas Local Government Code; and

WHEREAS, the City Council authorized the commencement of discontinuance and annexation procedures with the respect to the property described in herein, on August 2, 2018, in Resolution 18-R-24; and

WHEREAS, the City Charter authorizes the City Council to unilaterally discontinue and annex property within its city limits; and

WHEREAS, the City Council has determined that it is appropriate to discontinue the property described in Exhibit A and jurisdictionally annex the property described in Exhibit B under the authority of the City Charter, subject to satisfying the procedural requirements for the discontinuance and annexation of land set forth in the City Charter and state law;

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.

Section 2. Discontinuance. The City hereby discontinues for all purposes the property as follows:

A 295.76-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk’s File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described by metes and bounds in Exhibit “A,” attached hereto and incorporated herein for all purposes.

A 522.09-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

Save and Except: All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755, with a total of 523.53 acres of land, more or less, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

And all of an 80-foot Access Easement being 1.44-acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

Section 3. Jurisdictional Annexation. The City hereby jurisdictionally annexes the property as follows:

Tract I

A 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit "B," attached hereto and incorporated herein for all purposes.

Tract II

A 0.43 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit "B," attached hereto and incorporated herein for all purposes.

Tract III

A 1.88 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract

of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit "B," attached hereto and incorporated herein for all purposes.

Section 4. Severability. Should any section or part of this Resolution 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 Resolution are declared to be severable.

Section 5. 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 first reading on the 4th day of October 2018.

PASSED and APPROVED on second and final reading on the 18th day of October 2018.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Exhibit “A”

Discontinuance Property Description

A 295.76-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk’s File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

A 522.09-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk’s File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

Save and Except: All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk’s File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk’s File Number 2004047755, with a total of 523.53 acres of land, more or less, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

And all of an 80-foot Access Easement being 1.44-acre tract of land as recorded under Brazoria County Clerk’s File Number 03-040034. With a total of 522.09 acres of land, more or less, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

Exhibit A

Being a 295.76 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 295.76 acre tract of land is more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of said 2,075.08 acre tract of land, the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1 and the POINT OF

Exhibit A

BEGINNING of the herein described tract of land;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for corner, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 436.03 feet to a point for the Northeast corner of a called 2.84 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 2.84 acre tract, 382.38 feet to a point for the Northwest

Exhibit A

corner of said 2.84 acre tract;

THENCE South 19° 16' 54" East with the West line of said 2.84 acre tract, 287.03 feet to a point for the Southwest corner of said 2.84 acre tract;

THENCE North 70° 43' 06" East with the South line of said 2.84 acre tract, 223.05 feet to an angle point for corner;

THENCE North 62° 58' 58" East with the Southeasterly line of said 2.84 acre tract, 200.00 feet to a point for the Southeast corner of said tract, being in the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South 27° 01' 02" East with said Southwesterly right-of-way line, the Southwesterly line of said Savannah Plantation, Section Three, 304.52 feet to a point for the Northeast corner of a called 1.00 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 1.00 acre tract, 181.50 feet to a point for the Northwest corner of said 1.00 acre tract;

THENCE South 27° 01' 02" East with the Westerly line of said 1.00 acre tract, 240.00 feet to a point for the Southwest corner of said 1.00 acre tract;

THENCE North 62° 58' 58" East with the Southerly line of said

Exhibit A

1.00 acre tract, 181.50 feet to a point for the Southeast corner of said 1.00 acre tract, being in said Southwesterly right-of-way line of Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE with the West line of said Savannah Plantation, Section Three, as follows:

- South 27° 01' 02" East, 153.29 feet to a point for corner, at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of South 10° 29' 48" East, 355.45 feet, a radius of 625.00 feet, a central angle of 33° 02' 27", for an arc length of 360.42 feet to a point for corner;

- South 06° 01' 25" West, 492.47 feet to a point for corner;
- North 83° 58' 35" West, 50.00 feet to a point for corner;
- South 06° 01' 25" West, 80.00 feet to a point for corner;
- South 83° 58' 35" East, 147.19 feet to a point for corner;
- South 06° 01' 25" West, 390.00 feet to a point for the Southwest corner of said Savannah Plantation, Section Three;

THENCE South 83° 58' 35" East with the South line of said Savannah Plantation, Section Three, 2,543.73 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet

Exhibit A

to a point for corner;

THENCE South $63^{\circ} 00' 17''$ West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North $27^{\circ} 03' 00''$ West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South $62^{\circ} 57' 00''$ West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North $27^{\circ} 03' 00''$ West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North $62^{\circ} 57' 00''$ East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said

Exhibit A

Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the POINT OF BEGINNING; containing 295.76 acres of land, more or less.

Exhibit A

Being a 522.09 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 522.09 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit A

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;

Exhibit A

- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;
- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;

Exhibit A

- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;
- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;

Exhibit A

- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;
- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;

Exhibit A

- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;
- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;

Exhibit A

- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;
- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;

Exhibit A

- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;
- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for

Exhibit A

the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, the West line of the herein described tract of land as follows:

- Along the arc of said non-tangent curve to the right, having a chord of North $17^{\circ} 20' 19''$ East, 788.14 feet, a radius of 2,230.00 feet, a central angle of $20^{\circ} 21' 25''$, an arc length of 792.31 feet to a point of non-tangent reverse curvature for corner;

- Along the arc of said non-tangent reverse curve to the left, having a chord of North $05^{\circ} 50' 56''$ West, 235.49 feet, a radius of 200.00 feet, a central angle of $72^{\circ} 08' 00''$, an arc length of 251.79 feet to a point for corner;

- North $41^{\circ} 54' 56''$ West, 411.19 feet to a point for corner at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of North $30^{\circ} 37' 03''$ West, 352.64 feet, a radius of 900.00 feet, a central angle of $22^{\circ} 35' 45''$, an arc length of 354.93 feet to a point for corner;

- North $19^{\circ} 19' 11''$ West, 470.76 feet to a point for the Northeast corner of said Savannah Plantation, Section Three, being in the South line of Savannah Plantation, Section Four as recorded in Volume 21, Pages 153-154 of the Map Records of Brazoria County, Texas and being on the south line of a called 38.90 acre tract as

Exhibit A

recorded under Brazoria County Clerk's File Number 2009028077;

THENCE South $70^{\circ} 40' 49''$ West, 289.63 feet along said south line to a point for the southwesterly corner of the said 38.90 acre tract and being the southeasterly corner of the Re-plat of Savannah Plantation Section Four as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

THENCE North $19^{\circ} 18' 09''$ West, 396.63 feet along the common line of said 38.90 acre tract and the east line of said Re-plat of Savannah Plantation Section Four to a point for beginning of a non-tangent curve to the left and being on the southerly right-of-way line of Stratford Hall Drive (80 feet wide) as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

- Along the arc of said curve to the left, having a chord of North $19^{\circ} 18' 09''$ West, 80.00 feet, a radius of 60.00 feet, a central angle of $276^{\circ} 22' 46''$, an arc length of 289.42 feet to a point on the north right-of-way line of said Stratford Hall Drive;

THENCE South $70^{\circ} 41' 51''$ West, 58.44 feet along said common line to a point for an interior corner;

THENCE North $19^{\circ} 18' 09''$ West, 397.84 feet along said common line to a point for an interior corner;

THENCE South $70^{\circ} 43' 06''$ West, 3,219.89 feet to a point for the Northwest corner of said Savannah Plantation, Section Four, in the Northeasterly line of said Savannah Plantation, Section Three,

Exhibit A

the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in said Savannah Plantation, Section Three;

THENCE North 27° 01' 02" West, passing at a distance of 695.14 feet a point marking the Northernmost Northeast corner of said Savannah Plantation, Section Three, being the Southeast corner of Savannah Plantation, Section Two, as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas; and continuing for a total distance of 1,173.56 feet to a point for the Southwest corner of Savannah Plantation, Section One (Unrecorded);

THENCE with the Southeasterly line of said Savannah Plantation, Section One as follows:

- North 62° 58' 58" East, 1515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One;

- North 27° 01' 02" West, 786.10 feet to a point for the Northeast corner of said Savannah Plantation, Section One, the Northwest corner of the herein described tract of land, in the Centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said

Exhibit A

common survey line, 2,586.70 feet to the **POINT OF BEGINNING**; containing 531.67 acres of land, more or less.

SAVE AND EXCEPT: All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755. With a total of 523.53 acres of land, more or less.

And all of an 80 foot Access Easement being 1.44 acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less.

Exhibit A

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 06/21/18
James B. McAllister, Jr. RPLS No.
5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

Exhibit “B”

Annexation Property Description

Tract I

A 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Tract II

A 0.43 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Tract III

A 1.88 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Exhibit B

Tract I

Being a 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.R.P.B.C.), Texas; said 2.20 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou, same being the Northeast corner of the herein described parcel;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit B

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;
- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;

Exhibit B

- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;
- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;

Exhibit B

- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;
- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;

Exhibit B

- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;
- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;

Exhibit B

- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;
- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;

Exhibit B

- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;
- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;

Exhibit B

- South $07^{\circ} 54' 52''$ West, 76.85 feet to a point for corner;
- South $38^{\circ} 29' 47''$ West, 183.92 feet to a point for corner;
- South $33^{\circ} 25' 33''$ West, 89.62 feet to a point for corner;
- South $12^{\circ} 25' 45''$ East, 37.02 feet to a point for corner;
- South $47^{\circ} 14' 01''$ East, 94.42 feet to a point for corner;
- South $36^{\circ} 03' 09''$ East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, and along the arc of said non-tangent curve to the right, having a chord of North $07^{\circ} 14' 17''$ East, 6.05 feet, a radius of 2,230.00 feet, a central angle of $00^{\circ} 09' 20''$, an arc length of 6.05 feet to a point for corner;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- North $62^{\circ} 54' 39''$ East, 3,601.61 feet to a point for corner;
- North $36^{\circ} 03' 09''$ West, 71.14 feet to a point for corner;
- North $47^{\circ} 14' 01''$ West, 95.50 feet to a point for corner;
- North $12^{\circ} 25' 45''$ West, 40.70 feet to a point for corner;
- North $33^{\circ} 25' 33''$ East, 91.96 feet to a point for corner;

Exhibit B

- North 38° 29' 47" East, 182.77 feet to a point for corner;
- North 07° 54' 52" East, 73.29 feet to a point for corner;
- North 39° 23' 59" West, 98.32 feet to a point for corner;
- North 20° 13' 41" West, 152.86 feet to a point for corner;
- North 45° 02' 00" West, 64.81 feet to a point for corner;
- South 64° 55' 24" West, 66.28 feet to a point for corner;
- South 29° 32' 19" West, 146.44 feet to a point for corner;
- South 62° 41' 11" West, 71.40 feet to a point for corner;
- South 47° 10' 06" West, 97.12 feet to a point for corner;
- North 66° 04' 26" West, 91.20 feet to a point for corner;
- North 27° 12' 41" West, 169.55 feet to a point for corner;
- North 50° 58' 05" West, 141.87 feet to a point for corner;
- North 38° 54' 56" West, 96.15 feet to a point for corner;
- North 52° 58' 03" West, 79.24 feet to a point for corner;
- North 87° 45' 43" West, 71.68 feet to a point for corner;
- South 75° 00' 30" West, 121.96 feet to a point for corner;
- North 80° 55' 57" West, 89.36 feet to a point for corner;
- North 41° 49' 23" West, 90.22 feet to a point for corner;
- North 12° 29' 32" West, 148.89 feet to a point for corner;
- North 13° 44' 39" East, 187.96 feet to a point for corner;
- North 69° 35' 35" East, 62.70 feet to a point for corner;
- South 76° 05' 32" East, 65.85 feet to a point for corner;
- South 48° 00' 50" East, 118.72 feet to a point for corner;
- South 70° 59' 30" East, 53.04 feet to a point for corner;
- North 40° 07' 08" East, 233.96 feet to a point for corner;
- North 57° 11' 33" East, 98.20 feet to a point for corner;

Exhibit B

- North 43° 16' 43" East, 96.13 feet to a point for corner;
- North 02° 17' 31" West, 107.94 feet to a point for corner;
- North 49° 56' 58" West, 48.74 feet to a point for corner;
- North 61° 53' 03" West, 45.92 feet to a point for corner;
- North 66° 14' 34" West, 43.36 feet to a point for corner;
- North 78° 19' 52" West, 39.83 feet to a point for corner;
- South 78° 29' 03" West, 44.42 feet to a point for corner;
- North 77° 25' 44" West, 193.15 feet to a point for corner;
- North 67° 13' 50" West, 145.73 feet to a point for corner;
- North 51° 26' 07" West, 63.15 feet to a point for corner;
- North 31° 36' 51" West, 67.66 feet to a point for corner;
- North 07° 38' 22" West, 37.38 feet to a point for corner;
- North 09° 42' 06" West, 58.63 feet to a point for corner;
- North 10° 08' 35" West, 49.51 feet to a point for corner;
- North 02° 57' 21" West, 61.05 feet to a point for corner;
- North 04° 46' 36" East, 54.96 feet to a point for corner;
- North 15° 47' 42" East, 101.14 feet to a point for corner;
- North 30° 49' 01" East, 145.66 feet to a point for corner;
- North 23° 55' 06" East, 72.03 feet to a point for corner;
- North 15° 10' 17" East, 106.23 feet to a point for corner;
- North 01° 13' 08" East, 27.06 feet to a point for corner;
- North 05° 06' 14" West, 36.59 feet to a point for corner;
- North 05° 22' 46" West, 43.71 feet to a point for corner;
- North 22° 58' 47" West, 31.17 feet to a point for corner;
- North 56° 09' 02" West, 29.12 feet to a point for corner;
- North 88° 57' 13" West, 32.44 feet to a point for corner;

Exhibit B

- South 75° 24' 28" West, 29.55 feet to a point for corner;
- South 58° 17' 24" West, 108.49 feet to a point for corner;
- South 77° 34' 48" West, 50.51 feet to a point for corner;
- South 89° 26' 04" West, 58.27 feet to a point for corner;
- South 87° 00' 20" West, 124.57 feet to a point for corner;
- South 80° 10' 34" West, 82.64 feet to a point for corner;
- South 85° 26' 05" West, 91.16 feet to a point for corner;
- North 89° 42' 38" West, 88.90 feet to a point for corner;
- North 65° 57' 46" West, 38.97 feet to a point for corner;
- North 74° 00' 35" West, 70.53 feet to a point for corner;
- North 88° 06' 40" West, 36.04 feet to a point for corner;
- South 67° 53' 48" West, 24.55 feet to a point for corner;
- South 49° 25' 33" West, 77.71 feet to a point for corner;
- South 56° 48' 14" West, 127.71 feet to a point for corner;
- South 65° 44' 53" West, 64.21 feet to a point for corner;
- South 76° 45' 00" West, 54.02 feet to a point for corner;
- South 79° 19' 18" West, 76.15 feet to a point for corner;
- North 67° 40' 45" West, 31.86 feet to a point for corner;
- North 56° 19' 30" West, 50.70 feet to a point for corner;
- North 43° 05' 31" West, 76.98 feet to a point for corner;
- North 27° 26' 58" West, 84.19 feet to a point for corner;
- North 06° 34' 31" West, 65.04 feet to a point for corner;
- North 04° 01' 07" East, 42.27 feet to a point for corner;
- North 13° 27' 43" West, 71.25 feet to a point for corner;
- North 23° 37' 58" West, 40.26 feet to a point for corner;
- North 43° 59' 08" West, 37.67 feet to a point for corner;

Exhibit B

- North 49° 22' 08" West, 65.42 feet to a point for corner;
- North 40° 22' 45" West, 89.91 feet to a point for corner;
- North 22° 47' 28" West, 75.32 feet to a point for corner;
- North 01° 53' 08" West, 56.12 feet to a point for corner;
- North 06° 21' 31" East, 71.67 feet to a point for corner;
- North 11° 22' 46" East, 47.55 feet to a point for corner;
- North 14° 30' 57" East, 63.14 feet to a point for corner;
- North 24° 58' 40" East, 30.34 feet to a point for corner;
- North 48° 48' 10" East, 37.22 feet to a point for corner;
- North 88° 04' 18" East, 54.74 feet to a point for corner;
- South 53° 10' 57" East, 49.37 feet to a point for corner;
- South 31° 08' 18" East, 93.68 feet to a point for corner;
- South 70° 03' 45" East, 66.37 feet to a point for corner;
- South 82° 37' 09" East, 97.67 feet to a point for corner;
- South 73° 17' 07" East, 48.25 feet to a point for corner;
- South 84° 28' 59" East, 67.28 feet to a point for corner;
- North 76° 05' 17" East, 32.39 feet to a point for corner;
- North 56° 20' 46" East, 44.36 feet to a point for corner;
- North 50° 15' 58" East, 34.12 feet to a point for corner;
- North 22° 37' 47" East, 141.19 feet to a point for corner;
- North 41° 03' 58" East, 118.86 feet to a point for corner;
- North 75° 33' 32" East, 39.69 feet to a point for corner;
- North 65° 27' 02" East, 94.71 feet to a point for corner;
- North 58° 18' 23" East, 58.63 feet to a point for corner;
- North 43° 10' 00" East, 173.11 feet to a point for corner;
- North 59° 07' 07" East, 37.40 feet to a point for corner;

Exhibit B

- North 85° 36' 43" East, 59.25 feet to a point for corner;
- South 84° 24' 48" East, 114.66 feet to a point for corner;
- South 68° 16' 26" East, 82.04 feet to a point for corner;
- South 58° 05' 53" East, 79.91 feet to a point for corner;
- South 75° 12' 03" East, 25.16 feet to a point for corner;
- North 54° 43' 10" East, 56.53 feet to a point for corner;
- North 29° 41' 54" East, 56.02 feet to a point for corner;
- North 19° 42' 22" East, 79.31 feet to a point for corner;
- North 46° 50' 24" East, 42.58 feet to a point for corner;
- North 62° 38' 50" East, 27.47 feet to a point for corner;
- North 41° 22' 38" East, 28.07 feet to a point for corner;
- North 14° 12' 56" East, 30.74 feet to a point for corner;
- North 08° 12' 55" West, 48.14 feet to a point for corner;
- North 29° 23' 53" West, 34.45 feet to a point for corner;
- North 49° 12' 27" West, 88.64 feet to a point for corner;
- South 84° 13' 38" West, 106.66 feet to a point for corner;
- North 80° 56' 32" West, 64.80 feet to a point for corner;
- North 87° 49' 03" West, 54.03 feet to a point for corner;
- South 83° 34' 28" West, 126.36 feet to a point for corner;
- North 82° 03' 36" West, 172.80 feet to a point for corner;
- North 70° 27' 18" West, 65.44 feet to a point for corner;
- North 36° 15' 31" West, 81.01 feet to a point for corner;
- North 06° 26' 16" West, 55.02 feet to a point for corner;
- North 02° 02' 05" East, 42.15 feet to a point for corner;
- North 24° 06' 16" East, 52.83 feet to a point for corner;
- North 55° 21' 34" East, 172.83 feet to a point for corner;

Exhibit B

- North 30° 17' 22" East, 32.99 feet to a point for corner;
- North 12° 50' 40" East, 80.47 feet to a point for corner;
- North 02° 44' 06" East, 78.70 feet to a point for corner;
- North 28° 21' 38" East, 44.91 feet to a point for corner;
- North 43° 44' 18" East, 45.11 feet to a point for corner;
- North 13° 56' 17" East, 27.81 feet to a point for corner;
- North 13° 20' 22" West, 48.27 feet to a point for corner;
- North 37° 15' 55" West, 67.21 feet to a point for corner;
- North 23° 42' 34" West, 109.84 feet to a point for corner;
- North 46° 11' 23" West, 58.92 feet to a point for corner;
- North 57° 22' 21" West, 51.30 feet to a point for corner;
- North 74° 06' 34" West, 45.83 feet to a point for corner;
- South 73° 56' 12" West, 42.54 feet to a point for corner;
- South 53° 46' 00" West, 39.21 feet to a point for corner;
- South 29° 54' 00" West, 67.60 feet to a point for corner;
- South 17° 46' 16" West, 204.51 feet to a point for corner;
- South 05° 24' 53" West, 151.10 feet to a point for corner;
- South 27° 07' 24" West, 44.43 feet to a point for corner;
- South 49° 04' 05" West, 46.69 feet to a point for corner;
- South 65° 07' 37" West, 51.40 feet to a point for corner;
- North 84° 59' 15" West, 43.83 feet to a point for corner;
- North 60° 13' 15" West, 84.33 feet to a point for corner;
- North 54° 37' 18" West, 73.81 feet to a point for corner;
- North 35° 59' 27" West, 42.35 feet to a point for corner;
- North 44° 41' 36" West, 51.48 feet to a point for corner;
- North 83° 48' 49" West, 72.59 feet to a point for corner;

Exhibit B

- South 78° 40' 17" West, 114.16 feet to a point for corner;
- North 89° 46' 42" West, 157.20 feet to a point for corner;
- North 83° 58' 31" West, 63.30 feet to a point for corner;
- North 63° 42' 25" West, 62.57 feet to a point for corner;
- North 62° 07' 23" West, 49.86 feet to a point for corner;
- North 72° 50' 52" West, 84.57 feet to a point for corner;
- North 65° 18' 15" West, 40.00 feet to a point for corner;
- North 58° 12' 19" West, 75.34 feet to a point for corner;
- North 37° 37' 45" West, 99.86 feet to a point for corner;
- North 29° 37' 12" West, 282.32 feet to a point for corner;
- South 62° 58' 58" West, 2,501.92 feet to a point for corner,

lying on the Northeast line of an 80-Foot Wide Access Easement

recorded under Brazoria County Clerk's File Number 03-040034;

- North 27° 01' 02" West, with the Northeast line of said 80-Foot Wide Access Easement, continuing over and across said 1401.60 acre tract, 5.00 feet to a point for the Northwest corner of the herein described tract of land, in the centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said common survey line, 2,506.70 feet the **POINT OF BEGINNING** and containing 2.20 acres of land.

Exhibit B

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

Exhibit B

Tract II

Being a 0.43 of one acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 Official Public Records of Real Property in Brazoria County, Texas; said 0.43 of one acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point lying in the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas for corner, same being the Southwest corner of Savannah Plantation, Section One (Unrecorded), same also being the most Westerly corner of the herein described parcel;

THENCE with the Southeasterly line of said Savanna Plantation, Section One as follows:

- North 62° 58' 58" East, 1,515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One, same being the Northernmost corner of the herein described parcel;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- South 27° 01' 02" East, 5.00 feet to a point for the Easternmost corner of the herein described parcel;

Exhibit B

- South 62° 58' 58" West, 1,795.00 feet to a point for corner;
- South 27° 01' 02" East, 474.00 feet to a point for corner;
- South 62° 58' 58" West, 1,520.00 feet to a point for the Southernmost corner of the herein described parcel, lying on the Northeasterly right-of-way line of said Savannah Plantation Drive;

THENCE North 27° 01' 02" West with the Northeasterly right-of-way line of said Savannah Plantation Drive 5.00 feet the **POINT OF BEGINNING** and containing 0.43 of one acre of land.

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

Exhibit B

Tract 111

Being a 1.88 acre parcel of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County, Texas; said 1.88 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of a called 2,075.08 acre tract of land, as recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, for the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah

Exhibit B

Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1, the **POINT OF BEGINNING** and the Westernmost corner of the herein described parcel;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for the Most Northerly Northeast corner of the herein described parcel, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being

Exhibit B

in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 5.00 feet to a point for the Most Easterly Northeast corner of the herein described parcel;

THENCE over and across said 2,075.08 acre tract the following courses and distances:

- South 60° 26' 18" West, 2,861.74 feet to a point for corner;
- South 27° 03' 00" East, 570.08 feet to a point for corner;
- South 62° 57' 00" West, 482.81 feet to a point for corner;
- North 84° 05' 00" West, 854.83 feet to a point for corner;
- South 27° 03' 00" East, 83.43 feet to a point for corner;
- South 84° 05' 00" East, 715.15 feet to a point for corner;
- South 27° 03' 00" East, 617.15 feet to a point for corner;
- North 62° 57' 00" East, 126.00 feet to a point for corner;
- South 27° 03' 00" East, 1,515.00 feet to a point for corner;
- North 62° 57' 00" East, 474.00 feet to a point for corner;
- South 27° 03' 00" East, 290.00 feet to a point for corner;

Exhibit B

- South $62^{\circ} 57' 00''$ West, 1,200.00 feet to a point for corner;
- South $27^{\circ} 03' 00''$ East, 70.00 feet to a point for corner;
- North $62^{\circ} 57' 00''$ East, 1,200.00 feet to a point for corner;
- South $27^{\circ} 03' 00''$ East, 828.21 feet to a point for corner;
- North $63^{\circ} 00' 17''$ East, 3,946.47 feet to a point for corner;
- North $62^{\circ} 54' 39''$ East, 490.54 feet to a point for corner lying on the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South $83^{\circ} 58' 35''$ East with the Southwesterly line of said Savannah Plantation, Section Three, 9.15 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet to a point for corner;

Exhibit B

THENCE South $63^{\circ} 00' 17''$ West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North $27^{\circ} 03' 00''$ West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South $62^{\circ} 57' 00''$ West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North $27^{\circ} 03' 00''$ West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North $62^{\circ} 57' 00''$ East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the

Exhibit B

Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the **POINT OF BEGINNING** and containing 1.88 acres of land.

Exhibit B

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B McAllister Jr 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

H.T. & B. R.R. CO. SURVEY
ABSTRACT NO. 254

FRANCIS MOORE SURVEY
ABSTRACT NO. 100

SAVANNAH PLANTATION
SECTION TWO
VOL. 20, PG. 333-334,
B.C.P.R.

JAMES L. HOLMES SURVEY
ABSTRACT NO. 610

FRANCIS MOORE SURVEY
ABSTRACT NO. 100

C.R. 511

CITY OF ALVIN
CITY OF LIVERPOOL ETJ

BCMUD 49

CALLLED 1401.60 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028077

CALLLED 1,401.60 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028077

CALLLED 8.68 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028077

CALLLED 12.16 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028078

F.M. 1462
(120' WIDTH)

JOHN M. ALLEN SURVEY
ABSTRACT NO. 1

80' WIDE ACCESS ESMT.
B.C.C.F. NO. 03-040034

CALLLED 4.80 ACRES
CENTURY CONCRETE PARTNERS, INC.
B.C.C.F. NO. 2014015716

RE-PLAT OF SAVANNAH
PLANTATION SECTION FOUR
DOC NO. 2011036858, B.C.O.P.R.

BCMUD 48

CALLLED 38.90 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028077

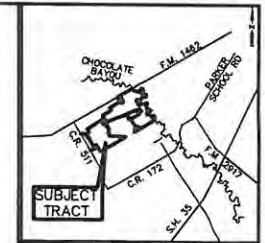
CALLLED 1401.60 ACRES
SAVANNAH JOINT VENTURE
B.C.C.F. NO. 2009028077

CALLLED 3.34 ACRES
SAVANNAH PLANTATION
DEVELOPMENT, L.P.
DOC. NO. 2004047755, O.P.R.B.C.

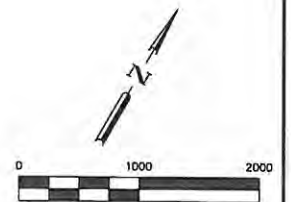
CHOCOLATE
BAYOU

CITY OF ALVIN

CITY OF ALVIN ETJ
CITY OF LIVERPOOL ETJ



VICINITY MAP
NOT TO SCALE
KEY MAP PAGE NOS. 729, R,V,Z
730 K,N,P,Q,S,T,U,W,X

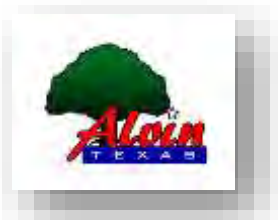


NOTE:

THIS METES AND BOUNDS DESCRIPTION WAS PREPARED UNDER 22 TEXAS ANNOTATED CODE 66.3.21 AND REFLECTS THE ASSEMBLY OF INSTRUMENTS OF RECORD TO DESCRIBE THE POLITICAL BOUNDARY LIMITS SHOWN HEREON AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHT AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

5' WIDE
ANNEXATION PARCELS



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Economic Development

Contact: Larry Buehler, Economic Development Dir.

Agenda Item: Consider Resolution 18-R-37, setting one (1) public hearing for November 15, 2018, for termination of a contiguous geographic area within City of Alvin as Reinvestment Zone Number Three, City of Alvin, Texas, for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Summary: The City passed and approved Ordinance 04-VV, on September 16, 2004, designating and creating Reinvestment Zone Number Three over the approximately 390-acre area described in Exhibit A, and depicted in the map attached hereto as Exhibit B, to promote the redevelopment of the area. The Zone has not issued tax increment bonds or notes for the Zone, has not undertaken any obligations pursuant to agreements entered into to implement the project plan or reinvestment zone financing plan, and has not established a Board of Directors, and therefore, the Zone is no longer be needed. This Resolution sets the public hearing for the termination of a contiguous geographic area within City of Alvin, known as Reinvestment Zone Number Three, City of Alvin, Texas, for tax increment financing purposes, pursuant to Chapter 311 of the Texas Tax Code. Staff recommends approval of Resolution 18-R-37.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/15/2018 SLH

Supporting documents attached:

- Resolution 18-R-37

Recommendation: Move to approve Resolution 18-R-37, setting one (1) public hearing for November 15, 2018, for the termination of a contiguous geographic area within City of Alvin known as Reinvestment Zone Number Three, City of Alvin, Texas, for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 18-R-37

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, SETTING ONE PUBLIC HEARING FOR THE TERMINATION OF A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF ALVIN, KNOWN AS REINVESTMENT ZONE NUMBER THREE, CITY OF ALVIN, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING FOR OPEN MEETINGS; AND OTHER RELATED MATTERS.

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, on September 16, 2004, the City passed and approved Ordinance 04-VV, designating and creating Reinvestment Zone Number Three over the approximately 793-acre area described in Exhibit A, and depicted in the map attached hereto as Exhibit B; and

WHEREAS, the Zone has not issued tax increment bonds or notes for the Zone, has not undertaken any obligations pursuant to agreements entered into to implement the project plan or reinvestment zone financing plan, and has not established a Board of Directors, and therefore, the Zone is no longer needed; and

WHEREAS, the City now desires to terminate the Zone;

NOW, THEREFORE, BE IT RESOLVED 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.

Section 2. Proceedings. One (1) public hearing is hereby set for November 15, 2018. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the termination of Reinvestment Zone Number Three.

Section 3. Severability. Should any section or part of this Resolution 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 Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution 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 this the 18th day of October 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

EXHIBIT A

ADAMS SURVEYING CO.
Steve D. Adams, RPLS 3666
Phone (281) 331-3523

P.O. Box 114
Alvin, TX 77512
Fax (281) 331-2182

FIELD NOTES

492.84 ACRES OF LAND, BEING A PART OF THE FRANCIS MOORE LEAGUE, ABSTRACT 100, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 2075.08 ACRE TRACT DESCRIBED IN TWO DEEDS TO SUNTEX FULLER, INC. RECORDED IN CLERK'S FILE 99-003294 AND CLERK'S FILE 99-003295, SAID 492.84 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of Savannah Plantation, Section IV, as recorded in Volume 21, Pages 153-154, Plat Records in the East line of Savannah Plantation Drive and the East line of Savannah Plantation, Section III, as recorded in Volume 21, Pages 1-4, Plat Records;

THENCE North 27 deg. 01 min. 02 sec. West, along the East line of Savannah Plantation Drive and the East line of Section III, at 695.13 feet pass a 1/2 inch iron rod found at the Southeast corner of Savannah Plantation, Section II, as recorded in Volume 20, Pages 333-334, Plat Records, and continue for a total distance of 1173.56 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 1, Block 2, Section I as recorded in Clerk's File 99-007507;

THENCE North 62 deg. 58 min. 58 sec. East, along the South line of Block 2, a distance of 1515.0 feet to a 1/2 inch iron rod found at the Southeast corner of Lot 5, Block 2, Section I;

THENCE North 27 deg. 01 min. 02 sec. West, along the East line of Lot 5, Block 2, a distance of 474.0 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 6, Block 2;

THENCE North 62 deg. 58 min. 58 sec. East, along the South line of Block 2, a distance of 1800.0 feet to a 1/2 inch iron rod found at the Southeast corner of Lot 11, Block 2 as described in Clerk's File 99-027284;

THENCE North 27 deg. 01 min. 02 sec. West, along the East line of Lot 11, Block 2, at 726.0 feet pass a 1/2 inch iron rod found in the South line of F. M. 1462, and continue for a total distance of 786.0 feet to a point for corner in the North line of the aforementioned 2075.08 acre tract and the North line of the Francis Moore League, Abstract 100;

THENCE North 62 deg. 58 min. 58 sec. East, along the North line of said 2075.08 acre tract and the North line of the Francis Moore League, Abstract 100, said line being in the centerline of F. M. 1462 as described in Volume 303, Page 215, Deed Records, a distance of 2586.76 feet to a point for corner at the intersection of the North line of the Moore League with the West or right descending bank of the flowing channel of Chocolate Bayou, said point being the Northeast corner of said 2075.08 acre tract;

THENCE down the Westerly or right descending bank of Chocolate Bayou, being the East line of said 2075.08 acre tract, the following courses and distances:

South 29 deg. 37 min. 12 sec. East - 286.76 feet,
South 37 deg. 37 min. 45 sec. East - 98.60 feet,
South 58 deg. 12 min. 19 sec. East - 74.12 feet,
South 65 deg. 18 min. 15 sec. East - 39.36 feet,
South 72 deg. 50 min. 52 sec. East - 84.71 feet,
South 62 deg. 07 min. 23 sec. East - 50.26 feet,
South 63 deg. 42 min. 25 sec. East - 61.61 feet,
South 83 deg. 58 min. 31 sec. East - 62.15 feet,
South 89 deg. 46 min. 42 sec. East - 156.44 feet,
North 78 deg. 40 min. 17 sec. East - 114.42 feet,
South 83 deg. 48 min. 49 sec. East - 75.14 feet,
South 44 deg. 41 min. 36 sec. East - 53.64 feet,
South 35 deg. 59 min. 27 sec. East - 41.91 feet,
South 54 deg. 37 min. 18 sec. East - 72.75 feet,
South 60 deg. 13 min. 15 sec. East - 82.99 feet,
South 84 deg. 59 min. 15 sec. East - 41.40 feet,
North 65 deg. 07 min. 37 sec. East - 49.36 feet,
North 49 deg. 04 min. 05 sec. East - 45.02 feet,
North 27 deg. 07 min. 24 sec. East - 42.50 feet,
North 05 deg. 24 min. 53 sec. East - 150.68 feet,
North 17 deg. 46 min. 16 sec. East - 205.58 feet,
North 29 deg. 54 min. 00 sec. East - 69.19 feet,
North 53 deg. 46 min. 00 sec. East - 41.16 feet,
North 73 deg. 56 min. 12 sec. East - 44.86 feet,
South 74 deg. 06 min. 34 sec. East - 48.0 feet,
South 57 deg. 22 min. 21 sec. East - 52.53 feet,
South 46 deg. 11 min. 23 sec. East - 60.40 feet,
South 23 deg. 42 min. 34 sec. East - 110.24 feet,
South 37 deg. 15 min. 55 sec. East - 67.68 feet,
South 13 deg. 20 min. 22 sec. East - 50.54 feet,
South 13 deg. 56 min. 17 sec. West - 30.35 feet,
South 43 deg. 44 min. 18 sec. West - 45.77 feet,
South 28 deg. 21 min. 38 sec. West - 43.10 feet,
South 02 deg. 44 min. 06 sec. West - 78.01 feet,
South 12 deg. 50 min. 40 sec. West - 81.68 feet,
South 30 deg. 17 min. 22 sec. West - 34.87 feet,
South 55 deg. 21 min. 34 sec. West - 172.54 feet,
South 24 deg. 06 min. 16 sec. West - 50.46 feet,
South 02 deg. 02 min. 05 sec. West - 40.80 feet,
South 06 deg. 26 min. 16 sec. East - 53.32 feet,

South 36 deg. 15 min. 31 sec. East - 78.14 feet,
South 70 deg. 27 min. 18 sec. East - 63.39 feet,
South 82 deg. 03 min. 36 sec. East - 171.66 feet,
North 83 deg. 34 min. 28 sec. East - 126.11 feet,
South 87 deg. 49 min. 03 sec. East - 54.71 feet,
South 80 deg. 56 min. 32 sec. East - 64.45 feet,
North 84 deg. 13 min. 38 sec. East - 108.16 feet,
South 49 deg. 12 min. 27 sec. East - 91.66 feet,
South 29 deg. 23 min. 53 sec. East - 36.26 feet,
South 08 deg. 12 min. 55 sec. East - 50.07 feet,
South 14 deg. 12 min. 56 sec. West - 32.94 feet,
South 41 deg. 22 min. 38 sec. West - 30.22 feet,
South 62 deg. 38 min. 50 sec. West - 27.71 feet,
South 46 deg. 50 min. 24 sec. West - 40.68 feet,
South 19 deg. 42 min. 22 sec. West - 78.54 feet,
South 29 deg. 41 min. 54 sec. West - 57.57 feet,
South 54 deg. 43 min. 10 sec. West - 59.98 feet,
North 75 deg. 12 min. 03 sec. West - 28.25 feet,
North 58 deg. 05 min. 53 sec. West - 80.22 feet,
North 68 deg. 16 min. 26 sec. West - 80.89 feet,
North 84 deg. 24 min. 48 sec. West - 113.51 feet,
South 85 deg. 36 min. 43 sec. West - 57.64 feet,
South 59 deg. 07 min. 07 sec. West - 35.52 feet,
South 43 deg. 10 min. 00 sec. West - 173.07 feet,
South 58 deg. 18 min. 23 sec. West - 59.61 feet,
South 65 deg. 27 min. 02 sec. West - 95.46 feet,
South 75 deg. 33 min. 32 sec. West - 38.58 feet,
South 41 deg. 03 min. 58 sec. West - 116.50 feet,
South 22 deg. 37 min. 47 sec. West - 141.61 feet,
South 50 deg. 15 min. 58 sec. West - 35.62 feet,
South 56 deg. 20 min. 46 sec. West - 45.50 feet,
South 76 deg. 05 min. 17 sec. West - 34.12 feet,
North 84 deg. 28 min. 59 sec. West - 68.63 feet,
North 73 deg. 17 min. 07 sec. West - 48.33 feet,
North 82 deg. 37 min. 09 sec. West - 97.81 feet,
North 70 deg. 03 min. 45 sec. West - 68.68 feet,
North 31 deg. 08 min. 18 sec. West - 94.47 feet,
North 53 deg. 10 min. 57 sec. West - 46.64 feet,
South 88 deg. 04 min. 18 sec. West - 51.20 feet,
South 48 deg. 48 min. 10 sec. West - 34.38 feet,
South 24 deg. 58 min. 40 sec. West - 28.83 feet,
South 14 deg. 30 min. 57 sec. West - 62.55 feet,
South 11 deg. 22 min. 46 sec. West - 47.19 feet,
South 06 deg. 21 min. 31 sec. West - 71.09 feet,
South 01 deg. 53 min. 08 sec. East - 54.84 feet,
South 22 deg. 47 min. 28 sec. East - 73.62 feet,

Page 4 of Field Notes on 492.84 acres of land

South 40 deg. 22 min. 45 sec. East - 88.74 feet,
South 49 deg. 22 min. 08 sec. East - 65.26 feet,
South 43 deg. 59 min. 08 sec. East - 38.80 feet,
South 23 deg. 37 min. 58 sec. East - 41.60 feet,
South 13 deg. 27 min. 43 sec. East - 72.46 feet,
South 04 deg. 01 min. 07 sec. West - 42.58 feet,
South 06 deg. 34 min. 31 sec. East - 63.66 feet,
South 27 deg. 26 min. 58 sec. East - 82.58 feet,
South 43 deg. 05 min. 31 sec. East - 75.71 feet,
South 56 deg. 19 min. 30 sec. East - 49.62 feet,
South 67 deg. 40 min. 45 sec. East - 29.88 feet,
North 79 deg. 19 min. 18 sec. East - 74.56 feet,
North 76 deg. 45 min. 00 sec. East - 53.43 feet,
North 65 deg. 44 min. 53 sec. East - 63.34 feet,
North 56 deg. 48 min. 14 sec. East - 127.0 feet,
North 49 deg. 25 min. 33 sec. East - 78.20 feet,
North 67 deg. 53 min. 48 sec. East - 26.43 feet,
South 88 deg. 06 min. 40 sec. East - 37.72 feet,
South 74 deg. 00 min. 35 sec. East - 71.50 feet,
South 65 deg. 57 min. 46 sec. East - 38.27 feet,
South 89 deg. 42 min. 38 sec. East - 87.64 feet,
North 85 deg. 26 min. 05 sec. East - 90.72 feet,
North 80 deg. 10 min. 34 sec. East - 82.71 feet,
North 87 deg. 00 min. 20 sec. East - 124.97 feet,
North 89 deg. 26 min. 04 sec. East - 57.86 feet,
North 77 deg. 34 min. 48 sec. East - 49.14 feet,
North 58 deg. 17 min. 24 sec. East - 108.39 feet,
North 75 deg. 24 min. 28 sec. East - 30.99 feet,
South 88 deg. 57 min. 13 sec. East - 34.60 feet,
South 56 deg. 09 min. 02 sec. East - 32.08 feet,
South 22 deg. 58 min. 47 sec. East - 33.43 feet,
South 05 deg. 22 min. 46 sec. East - 44.50 feet,
South 05 deg. 06 min. 14 sec. East - 36.88 feet,
South 01 deg. 13 min. 08 sec. West - 27.95 feet,
South 15 deg. 10 min. 17 sec. West - 107.22 feet,
South 23 deg. 55 min. 06 sec. West - 72.71 feet,
South 30 deg. 49 min. 01 sec. West - 145.30 feet,
South 15 deg. 47 min. 42 sec. West - 100.0 feet,
South 04 deg. 46 min. 36 sec. West - 54.14 feet,
South 02 deg. 57 min. 21 sec. East - 60.40 feet,
South 10 deg. 08 min. 35 sec. East - 49.22 feet,
South 09 deg. 42 min. 06 sec. East - 58.74 feet,
South 07 deg. 38 min. 22 sec. East - 36.41 feet,
South 31 deg. 36 min. 51 sec. East - 65.72 feet,
South 51 deg. 26 min. 07 sec. East - 61.58 feet,
South 67 deg. 13 min. 50 sec. East - 144.59 feet,

Page 5 of Field Notes on 492.84 acres of land

South 77 deg. 25 min. 44 sec. East - 191.64 feet,
North 78 deg. 29 min. 03 sec. East - 44.38 feet,
South 78 deg. 19 min. 52 sec. East - 41.39 feet,
South 66 deg. 14 min. 34 sec. East - 44.08 feet,
South 61 deg. 53 min. 03 sec. East - 46.63 feet,
South 49 deg. 56 min. 58 sec. East - 51.47 feet,
South 02 deg. 17 min. 31 sec. East - 112.25 feet,
South 43 deg. 16 min. 43 sec. West - 98.84 feet,
South 57 deg. 11 min. 33 sec. West - 98.06 feet,
South 40 deg. 07 min. 08 sec. West - 236.64 feet,
North 70 deg. 59 min. 30 sec. West - 57.49 feet,
North 48 deg. 00 min. 50 sec. West - 118.49 feet,
North 76 deg. 05 min. 32 sec. West - 63.06 feet,
South 69 deg. 35 min. 35 sec. West - 58.51 feet,
South 13 deg. 44 min. 39 sec. West - 184.14 feet,
South 12 deg. 29 min. 32 sec. East - 146.42 feet,
South 41 deg. 49 min. 23 sec. East - 87.14 feet,
South 80 deg. 55 min. 57 sec. East - 86.52 feet,
North 75 deg. 00 min. 30 sec. East - 121.65 feet,
South 87 deg. 45 min. 43 sec. East - 74.00 feet,
South 52 deg. 58 min. 03 sec. East - 81.42 feet,
South 38 deg. 54 min. 56 sec. East - 96.24 feet,
South 50 deg. 58 min. 05 sec. East - 142.39 feet,
South 27 deg. 12 min. 41 sec. East - 168.84 feet,
South 66 deg. 04 min. 26 sec. East - 86.14 feet,
North 47 deg. 10 min. 06 sec. East - 94.51 feet,
North 62 deg. 41 min. 11 sec. East - 70.59 feet,
North 29 deg. 32 min. 19 sec. East - 146.55 feet,
North 64 deg. 55 min. 24 sec. East - 71.38 feet,
South 45 deg. 02 min. 00 sec. East - 69.41 feet,
South 20 deg. 13 min. 41 sec. East - 153.12 feet,
South 39 deg. 23 min. 59 sec. East - 99.67 feet,
South 07 deg. 54 min. 52 sec. West - 76.85 feet,
South 38 deg. 29 min. 47 sec. West - 183.92 feet,
South 33 deg. 25 min. 33 sec. West - 89.62 feet,
South 12 deg. 25 min. 45 sec. East - 37.02 feet,
South 47 deg. 14 min. 01 sec. East - 94.42 feet,
South 36 deg. 03 min. 09 sec. East - 77.48 feet

to a point for corner in the North line of the Extra
Territorial Jurisdiction (ETJ) line of the City of Liverpool,
being 2650.0 feet Northwest of and perpendicular from the
South line of said 2075.08 acre tract;

THENCE South 62 deg. 54 min. 39 sec. West, along the North
line of the Liverpool ETJ, being 2650.0 feet at right angles
from and parallel to the South line of the Francis Moore
League and the South line of said 2075.08 acre tract, a
distance of 3610.89 feet to a point for corner in the East
line of Lot 51, Block 2, Savannah Plantation, Section 3,
according to the Plat recorded in Volume 21, Pages 1-4, Plat
Records;

THENCE along the East line of Section 3, following a curve to the right having a Radius of 2230.0 feet, for an arc distance of 792.31 feet to a 1/2 inch iron rod at the P.C. of a curve to the left;

THENCE along the East line of Section 3, following said curve to the left, having a Radius of 200.0 feet, Central Angle of 72 deg. 08 min., and Chord Bearing and Distance of North 05 deg. 50 min. 56 sec. West - 235.49 feet, for an arc distance of 251.79 feet to a 1/2 inch iron rod found at the P.T. of said curve;

THENCE North 41 deg. 54 min. 56 sec. West, along the East line of Section 3, a distance of 411.19 feet to a 1/2 inch iron rod found at the P.C. of a curve to the right;

THENCE continuing along the East line of Section 3, following said curve to the right, having a Radius of 900.0 feet, Central Angle of 22 deg. 35 min. 45 sec., and Chord Bearing and Distance of North 30 deg. 37 min. 04 sec. West - 352.64 feet, for an arc distance of 354.93 feet to a 1/2 inch iron rod found at the P.T. of said curve;

THENCE North 19 deg. 19 min. 11 sec. West, along the East line of Section III, a distance of 470.76 feet to a 1/2 inch iron rod found for the lower Northeast corner of Section 3 in the South line of Savannah Plantation, Section 4, as recorded in Volume 21, Pages 153-154, Plat Records;

THENCE North 70 deg. 40 min. 49 sec. East, along the South line of Savannah Plantation, Section 4, a distance of 665.48 feet to a 1/2 inch iron rod found at the P.C. of a curve to the left;

THENCE along the South line of Section 4, following said curve to the left, having a Radius of 1900.0 feet, Central Angle of 29 deg. 32 min. 48 sec., and Chord Bearing and Distance of North 55 deg. 54 min. 25 sec. East - 968.98 feet, for an arc distance of 979.81 feet to a 1/2 inch iron rod found at the P.C. of a curve to the right;

THENCE continuing along the South line of Section 4, following said curve to the right having a Radius of 1700.0 feet, Central Angle of 13 deg. 44 min. 02 sec., and Chord Bearing and Distance of North 48 deg. 00 min. 02 sec. East - 406.52 feet, for an arc distance of 407.49 feet to a 1/2 inch iron rod found at the Southeast corner of Section IV;

THENCE North 45 deg. 17 min. 17 sec. West, along the East line of Section 4, a distance of 398.34 feet to a 1/2 inch iron rod found for the Northeast corner of Section IV;

THENCE along a line of Section 4, following a curve to the left, having a Radius of 640.0 feet, Central Angle of 21 deg. 16 min. 34 sec., and Chord Bearing and Distance of South 51 deg. 47 min. 20 sec. West - 236.29 feet, for an arc distance of 237.66 feet to a 1/2 inch iron rod found at the P.T. of said curve

Page 7 of Field Notes on 492.84 acres of land

THENCE South 41 deg. 09 min. 03 sec. West, along a line of Section 4, a distance of 202.91 feet to a 1/2 inch iron rod found for corner;

THENCE North 48 deg. 50 min. 57 sec. West, along a line of Section 4, a distance of 15.15 feet to a 1/2 inch iron rod found for the P.C. of a curve to the left;

THENCE along a line of Section 4, following said curve to the left having a Radius of 740.0 feet, Central Angle of 27 deg. 12 min. 01 sec., and Chord Bearing and Distance of North 62 deg. 26 min. 57 sec. West - 348.01 feet, for an arc distance of 351.30 feet to a 1/2 inch iron rod found for corner;

THENCE South 13 deg. 57 min. 02 sec. West, along the North line of Section 4, a distance of 80.0 feet to a 1/2 inch iron rod found at the Northeast corner of Lot 32, Block 2, Section IV;

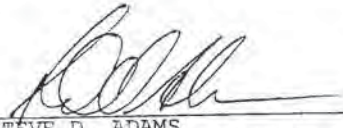
THENCE South 70 deg. 37 min. 31 sec. West, along the North line of Section 4, a distance of 1280.48 feet to a 1/2 inch iron rod found for angle point;

THENCE South 70 deg. 43 min. 06 sec. West, continuing along the North line of Section IV, a distance of 3357.14 feet to the PLACE OF BEGINNING and containing 492.84 acres of land.

Bearing Base - Parent Deed of 2075.08 acre tract.

This document was prepared under 22 TAC 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or configuration of the boundary of the political subdivision for which it was prepared.




STEVE D. ADAMS
Registered Professional Land Surveyor No. 3666

SavP-East

ADAMS SURVEYING CO.
Steve D. Adams, RPLS 3666
Phone (281) 331-3523

P.O. Box 114
Alvin, TX 77512
Fax (281) 331-2182

FIELD NOTES

299.60 ACRES OF LAND, BEING A PART OF THE FRANCIS MOORE LEAGUE, ABSTRACT 100, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 2075.08 ACRE TRACT DESCRIBED IN TWO DEEDS TO SUNTEX FULLER, INC. RECORDED IN CLERK'S FILE 99-003294 AND CLERK'S FILE 99-003295, SAID 299.60 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the Southwest corner of Savannah Plantation, Section II, as recorded in Volume 20, Pages 333-334, Plat Records;

THENCE North 60 deg. 26 min. 18 sec. East, along the South line of Savannah Plantation, Section II, a distance of 2866.75 feet to a 1/2 inch iron rod found at the Southeast corner of Lot 40, Savannah Plantation, Section II, and the Northwest corner of Savannah Plantation, Section III, as recorded in Volume 21, Pages 1-4, Plat Records, in the West line of Savannah Plantation Drive;

THENCE South 27 deg. 01 min. 02 sec. East, along the West line of Savannah Plantation, Section III, and the West line of Savannah Plantation Drive, a distance of 1448.27 feet to a 1/2 inch iron rod found at the P.C. of a curve to the right;

THENCE continuing along the West line of Savannah Plantation Drive and the West line of Section III, following said curve to the right having a Radius of 625.0 feet, Central Angle of 33 deg. 02 min. 27 sec., and Chord Bearing and Distance of South 10 deg. 29 min. 48 sec. East - 355.45 feet, for an arc distance of 360.42 feet to a 1/2 inch iron rod found at the P.T. of said curve;

THENCE South 06 deg. 01 min. 25 sec. West, along the West line of Savannah Plantation Drive and the West line of Savannah Plantation, Section III, a distance of 492.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 83 deg. 58 min. 35 sec. West, along a line of Savannah Plantation, Section III, a distance of 50.0 feet to a 1/2 inch iron rod found for corner;

THENCE South 06 deg. 01 min. 25 sec. West, along the West line of Savannah Plantation, Section III, a distance of 80.0 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 deg. 58 min. 35 sec. East, along a line of Savannah Plantation, Section III, a distance of 147.19 feet to a 1/2 inch iron rod found for corner at the Northwest corner of Lot 1, Block 1, Section III;

THENCE South 06 deg. 01 min. 25 sec. West, along the West line of Lot 1, Block 1, Section III, a distance of 390.0 feet to a 1/2 inch iron rod found for the Southwest corner of Section III;

THENCE South 83 deg. 58 min. 35 sec. East, along the South line of Section III, a distance of 2543.74 feet to the intersection of the South line of Section III with the Extra Territorial Jurisdiction (ETJ) line of the City of Liverpool;

THENCE South 62 deg. 54 min. 39 sec. West, along the North line of the Liverpool ETJ, being 2650.0 feet at right angles from and parallel to the South line of the Francis Moore League and the South line of said 2075.08 acre tract, a distance of 498.22 feet to an angle point;

THENCE South 63 deg. 00 min. 17 sec. West, along the North line of the Liverpool ETJ, being 2650.0 feet at right angles from and parallel to the South line of the Francis Moore League and the South line of said 2075.08 acre tract, a distance of 3955.81 feet to a point for corner in the East line of Lot 3, Block 4, Savannah Plantation, Section One (unrecorded) said Lot being described in Clerk's File 99-006357;

THENCE North 27 deg. 03 min. West, along the East line of Block 4, a distance of 828.19 feet to a 1/2 inch iron rod found for corner at the Northeast corner of Lot 1, Block 4 as described in Clerk's File 99-006361;

THENCE South 62 deg. 57 min. West, along the North line of Lot 1, Block 4, a distance of 1200.0 feet to a 1/2 inch iron rod found for corner in the West line of said 2075.08 acre tract and the East line of County Road 511;

THENCE North 27 deg. 03 min. West, along said line, a distance 80.0 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 8, Block 3 as described in Clerk's File 99-006368;

THENCE North 62 deg. 57 min. East, along the South line of Lot 8, Block 3, a distance of 1200.0 feet to a 1/2 inch iron rod found for corner;

THENCE North 27 deg. 03 min. West, along the East line of Block 3, a distance of 280.0 feet to a 1/2 inch iron rod found for corner;

THENCE South 62 deg. 57 min. West, along a line of Block 3, a distance of 474.0 feet to a 1/2 inch iron rod found for corner;

THENCE North 27 deg. 03 min. West, along the East line of Block 3, a distance of 1515.0 feet to a 1/2 inch iron rod found for corner;

THENCE South 62 deg. 57 min. West, along a line of Block 3, a distance of 126.0 feet to a 1/2 inch iron rod found for corner;

THENCE North 27 deg. 03 min. West, along the East line of Lot 1, Block 3 as described in Clerk's File 99-006371, a distance of 619.43 feet to a 1/2 inch iron rod found for corner in the North line of Lot 1, Block 3;

THENCE North 84 deg. 05 min. West, along the North line of Lot 1, Block 3, a distance of 715.15 feet to a 1/2 inch iron rod found for corner in the West line of said 2075.08 acre tract and the East line of County Road 511

Page 3 of Field Notes on 299.60 acres of land

THENCE North 27 deg. 03 min. West, along said line, a distance of 95.35 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 1, Block 1 as described in Clerk's File 99-045921;

THENCE South 84 deg. 05 min. East, along the South line of Lot 1, Block 1, a distance of 862.55 feet to a 1/2 inch iron rod found for angle point;

THENCE North 62 deg. 57 min. East, along the South line of Lot 1, Block 1, a distance of 476.33 feet to a 1/2 inch iron rod found for corner;

THENCE North 27 deg. 03 min. West, along the East line of Block 1, a distance of 569.87 feet to the PLACE OF BEGINNING and containing 299.60 acres of land.

Bearing Base - Parent Deed of 2075.08 acre tract.



This document was prepared under 22 TAC 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or configuration of the boundary of the political subdivision for which it was prepared.

A handwritten signature in cursive script, appearing to read "Steve D. Adams", written over a horizontal line.

STEVE D. ADAMS
Registered Professional Land Surveyor No. 3666

SavP-West

Exhibit "A"

(Lot and Block - identification of specific lots to inclusion)

Section Four

Block One

Lots 22,23,24,25,26,27,28,29,30,31,32

Block Two

Lots 23,24,25,26,27,28,29,30,31,32

Block Three

Lots 1, 2

ROWs

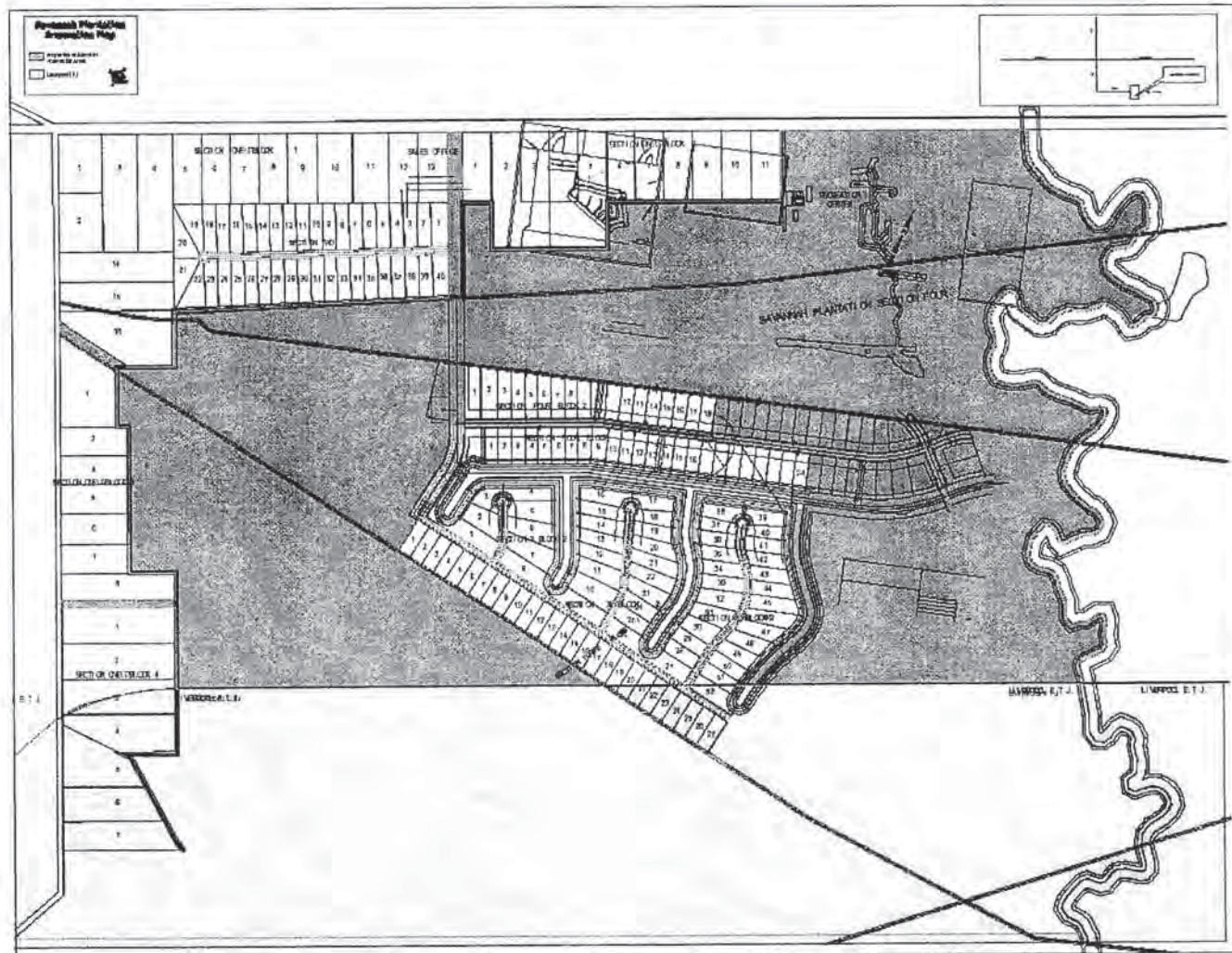
Subject to a release of ownership from the Savannah Plantation Property Owner's Association, and dedication of the ROWs and improvements to the City of Alvin, the annexation will include the ditches, the ROW and roadway improvements for Savannah Plantation Drive, Stratford Hall Drive and Pebble Hill Lane, both from their intersection with Savannah Plantation Drive, easterly to the end of the subdivision as currently platted.

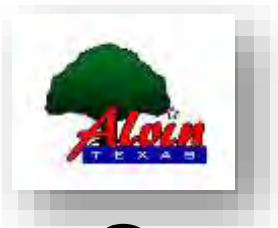
Lake Area

The annexation will also take in the lake east of Section 3, Block 2.

EXHIBIT B

MAP A: SAVANNAH PLANTATION TIRZ BOUNDARY MAP





AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Administration

Contact: Junru Roland, City Manager

Agenda Item: Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 10/11/2018 SLH

Supporting documents attached:

- 2018 CIP Report Update
- 2018 Comprehensive Plan Implementation Report Update

Recommendation: Move to acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

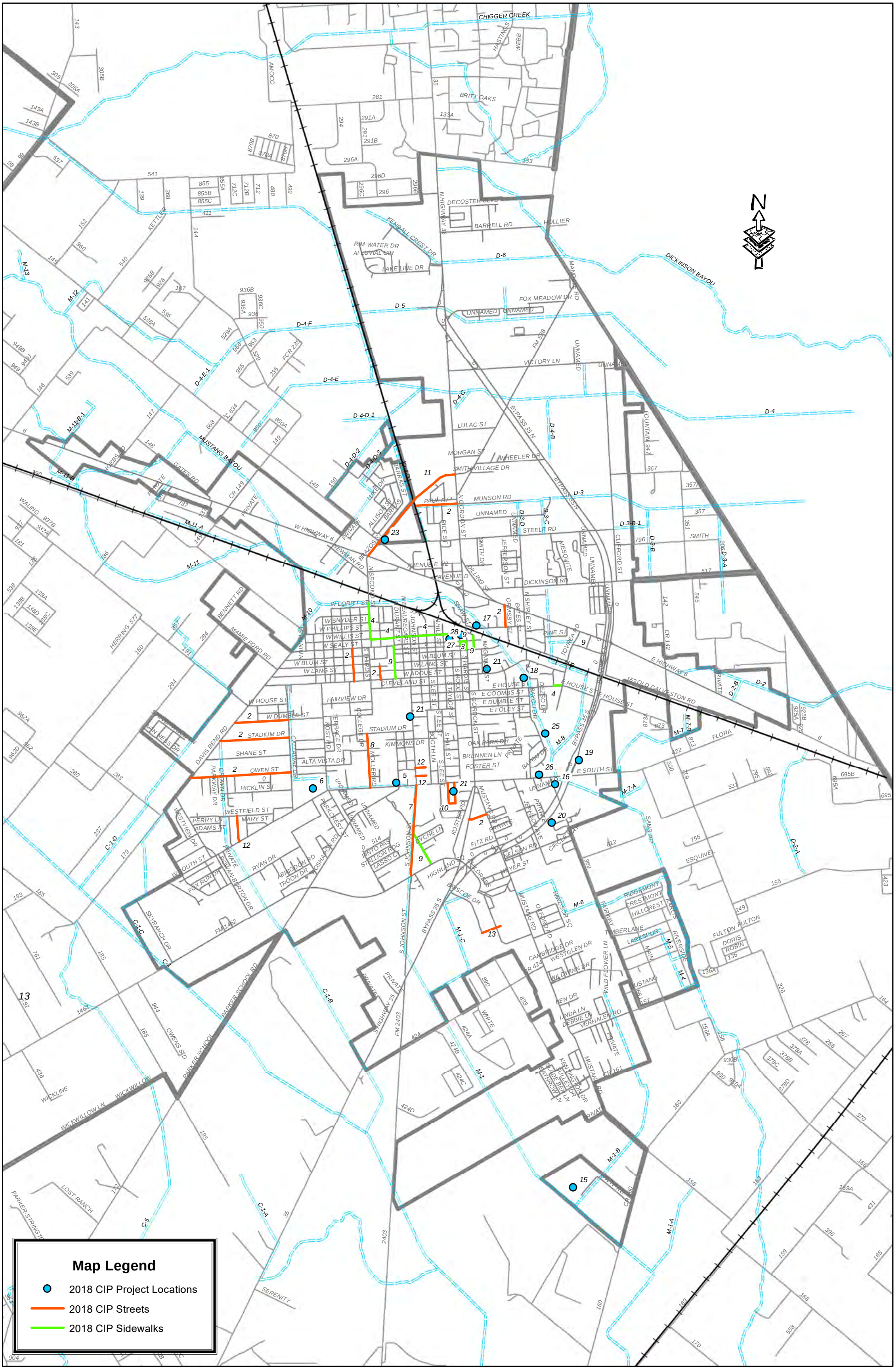
**Capital Improvement Program
Quarterly Report
October 2018**





FY 2018 Capital Improvement Program Project Schedule - October 2018

PROJECTS:	10/15/17	10/31/17	11/15/17	11/30/17	12/15/17	12/31/17	1/15/18	1/31/18	2/15/18	2/28/18	3/15/18	3/31/18	4/15/18	4/30/18	5/15/18	5/31/18	6/15/18	6/30/18	7/15/18	7/31/18	8/15/18	8/31/18	9/15/18	9/30/18
1. Thoroughfare Plan Update Phase II	Design (Phase II)																					Project Complete		
2. 2017 Asphalt Pavement Project (Contractor)	Construction (90 days)				Project Complete																			
3. 2017 Downtown Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 days)											
4. 2017 Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 Days)											
5. Durant Detention Pond	Excavation by C & R #3																	Bid					Construction	
6. Kost Pond Beautification	Quote				Construction							Project Complete												
7. Johnson Street Paving and Sidewalk Project (Design)							Design																	
8. Moller Road Storm Sewer and Pavement Improvements Phase I (Design)							Design																	
9. 2018 Sidewalk Project														Design										
10. South Park Drive Pavement and Drainage Project							Design												Bid		Bid			
11. FM 528 Extension (Design)							Design																	
12. 2018 Concrete Pavement and Drainage Project	Design													Bid					Construction (120 days)					
13. Briscoe Park Egress Road													Pending ACC Aproval								Design			
14. Automated Water Meters	Construction															Project Complete								
15. Wastewater Treatment Plant Optimization Improvements Phase II	Bid						Construction (480 days)																	
16. Fairway and South Water Line Improvements (Design)							Design																	
17. / 18. Lift Station 14 and 17 Rehabilitations							Design																	
19. Lift Station 30 Expansion & Hwy. 35 Gravity Mains (Design)							Design																	
20. 54" Eastside Interceptor (Design)							Design																	
21. Water Line Improvements Phase I (Design)							Design																	
22. Northwest/Northeast Basin Sewer Survey							Design																	
23. Water Plant #6 Tank Replacement							Design																	
24. Wayfinding Signs Project	Design														Project Phase Complete									
25. Blue Trails Assessment							Design												Project Complete					
26. Fire/EMS Station Assessment and Design											Design													
27. Willis Street Downtown Parking Lot																	Pending							
28. Museum Expansion																			Construction					



FY 2018 CIP Project Location Map

Rev. Date 10/9/2018
Engineering Dept.



Thoroughfare Plan Update Phase II

Project Number:	1
Project Type:	Streets
Strategic Plan:	Planning for Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Corporate City limits and portions of the Extraterritorial Jurisdiction.
Project Description:	This project will study all of the streets and roadways throughout the City of Alvin, and provide an update to the existing thoroughfare plan. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation. Phase II includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program, and the development of funding options including TIP submittals to HGAC.
Project Justification:	To provide a planning tool that will allow for the future expansion of the City's roadway system as properties are developed and redeveloped.
Current Status:	City Staff and RPS met with TXDOT representatives on May 17, 2018 to discuss the TIP Submittal for FM 528 Extension and TXDOT stated that they would submit the project to the TIP as one of their projects. TXDOT Representatives confirmed, on September 17, 2018, that they will be submitting the TIP Submittal for the FM 528 Extension Project, therefore RPS's duties on this project are complete.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years (life of the plan before updates are required)

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN (Phase I)</u>		\$75,000	\$75,000	2015	
<u>DESIGN (Phase II)</u>		\$61,011	\$100,000	2016	
<u>OTHER</u>					
<u>TOTAL:</u>	\$200,000	\$136,011	\$175,000		



2017 Asphalt Pavement Project (Contractor)

Project Number:	2				
Project Type:	Streets				
Strategic Plan:	Maintain Infrastructure				
Funding:	Sales Tax Fund				
Assigned:	City Engineer				
Project Location:	Project locations: <u>Cedar Lane</u> (S. Gordon St. to Mustang Rd.), <u>Dumble St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Jack St.</u> (Adoue St. to Robinson Dr.), <u>Ormsby St.</u> (Old Galveston Rd. to Hwy. 6), <u>Owen St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Paul St.</u> (N. Gordon St. to the Railroad track), <u>S. Fourth St.</u> (Sealy St. to Adoue St.), and <u>Stadium Dr.</u> (Callaway to Davis Bend Rd.).				
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.				
Project Justification:	To improve existing infrastructure.				
Current Status:	GMJ Paving Company, LLC. completed the project on November 27, 2017.				
Impact on Operating Budget:	No				
Estimated Useful Life of Capital Investment:	10-15 years				
PROJECT COST					
	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000	\$532,808	\$800,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000	\$532,808	\$800,000		



2017 Downtown Sidewalk Project

Project Number:	3
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 3 on the CIP project location map. <u>Gordon St.</u> (west side, in front of Kibbe Realty), <u>Sealy St.</u> (north and south sides, between Gordon and Hardie), and <u>Hardie St.</u> (east side, mid block to Sealy).
Project Description:	This project is a continuation of a multiphase project to provide adequate pedestrian access throughout historic downtown Alvin. Brick paver sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements and shall match the existing brick paver sidewalks in the area.
Project Justification:	To provide adequate pedestrian access, and add decorative sidewalks to the downtown area.
Current Status:	A final inspection of this project was conducted on September 11, 2018. L.G. & G. Construction, Inc. is currently working on the final inspection punchlist items.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$150,000	\$98,049	\$150,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$150,000	\$98,049	\$150,000		



2017 Sidewalk Project

Project Number:	4
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 4 on the CIP project location map. <u>Willis St.</u> (south side, between Second St. and Hood St.), <u>Second St.</u> (west side, between Sealy St. and the Mustang Bayou Bridge), and <u>E. House St.</u> (north side, between Legion Road and Tovrea Road).
Project Description:	This project is intended to provide adequate pedestrian access throughout downtown Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks to the downtown area as proposed in the Comprehensive Plan.
Current Status:	A final inspection of this project was conducted on September 11, 2018. L.G. & G. Construction, Inc. is currently working on the final inspection punchlist items.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$175,000	\$192,253	\$175,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$175,000	\$192,253	\$175,000		



Durant Detention Pond

Project Number:	5
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Five acre City owned property at the northwest corner of the W. South Street and Durant Street intersection. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the design and construction of a storm water detention pond on City owned property along Durant Street (5 acres). This is the second of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by providing detention storage for future storm sewer improvement projects along Durant Street, Moller Road, and Stadium Drive.
Current Status:	City Council awarded a bid to G.W. Phillips Concrete Construction, Inc. on 7/19/2018 for the final grading and concrete work required to complete the pond. Construction of this 60 day project was scheduled to start on September 19, 2018, but has been delayed due to wet site conditions.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$107,000	\$122,593	\$122,593	2016	
<u>CONSTRUCTION</u>	\$677,000	\$351,473	\$315,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$784,000	\$474,066	\$437,593		



Kost Detention Pond Beautification

Project Number:	6
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund/Sales Tax Fund
Assigned:	City Engineer
Project Location:	Fifteen acre City owned property at the northwest corner of the Kost Road and W. South Street intersection. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the installation of wrought iron fencing (along South and Kost), concrete sidewalk (along South), and trees (along South and in the bottom of the pond) at the Kost Detention Pond in an effort to beautify the site.
Project Justification:	To improve the look of the property and provide a sidewalk along South Street at this location.
Current Status:	Project complete as of March 31, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$106,000		\$106,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$106,000		\$106,000		



Johnson Street Paving and Drainage Project (Design)

Project Number:	7
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Johnson Street from South Street to FM 1462. Project location identified as number 7 on the CIP project location map.
Project Description:	This project involves the improvement of paving along Johnson Street from South Street to FM 1462. The project includes the construction of a concrete sidewalk from South Street to Pearson Road along the east side of Johnson Street.
Project Justification:	This project will make improvements and upgrades to Johnson Street.
Current Status:	Freese and Nichols, Inc. submitted the 100% plans for review on 9/28/2018.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,000	\$264,650	\$200,000	2018	
<u>CONSTRUCTION</u>	\$1,718,754		\$2,039,650	2019	
<u>GEO. STUDY</u>	\$30,000	\$28,700	\$30,000	2017	
<u>TOTAL:</u>	\$1,948,754		\$2,269,650		



Moller Road Storm Sewer and Pavement Improvements Phase I (Design)

Project Number:	8
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 8 on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalks along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Dannenbaum Engineering submitted the final draft of the Preliminary Engineering Report and the 30% plans on 8/27/2018. The Drainage Impact Analysis was submitted on 9/13/2018 and 60% plans are scheduled to be submitted in early October.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659				
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659		\$250,000		



2018 Sidewalk Project

Project Number:	9
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund and CDBG
Assigned:	City Engineer
Project Location:	Project locations identified as number 9 on the CIP project location map. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Willis St.</u> (north side between Gordon St. and Hardie St.), and <u>Depot Centre Blvd.</u> (east side between Sidnor St. and the Depot).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	Staff is preparing the bid package for this project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



South Park Drive Pavement and Drainage Project

Project Number:	10
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Park Drive (off of South St. near Hood St.). Project location identified as number 10 on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, inlets, and manholes.
Project Justification:	This project will replace the broken and uneven pavement and includes the installation of an underground storm sewer system to allow for proper drainage.
Current Status:	Bids were opened for this project on September 11, 2018 and Precise Services, Inc. was the low bidder. Council awarded the bid at their meeting on October 4, 2018.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000	\$691,569	\$800,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000	\$691,569	\$800,000		



FM 528 Extension (Design)

Project Number:	11
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number 11 on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	HDR has completed the geotechnical and survey work for the project and is currently working on the 60% design plans.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$13,626,779				
<u>OTHER</u>					
<u>TOTAL:</u>	\$14,626,779		\$1,000,000		



2018 Concrete Pavement and Drainage Project

Project Number:	12
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Heisse St. (S. Johnson St. to the east end), Richards St. (S. Johnson St. to the east end), and Kings Ln. (Westfield St. to W. South St.). Project locations identified as number 12 on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Rodriguez Construction Group, LLC. started construction of this, 120 calendar day project, on July 16, 2018. Heisse and Richards Streets are complete. Kings Lane is currently under construction.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$797,000	\$696,357	\$797,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$797,000	\$696,357	\$797,000		



Briscoe Park Egress Road

Project Number:	13
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer / Public Services Director
Project Location:	Briscoe Park Drive to ACC. Project location identified as number 13 on the CIP project location map.
Project Description:	This project includes the installation of concrete pavement from Briscoe Drive to the ACC Facilities Building yard to provide emergency ingress and egress for Briscoe Park.
Project Justification:	To create an emergency access/egress road to serve Briscoe Park.
Current Status:	The MOU with ACC regarding the construction of the roadway was approved on August 8, 2018. Staff is currently completing the design for review by ACC Staff.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



Automated Water Meters

Project Number:	14
Project Type:	Water
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	Director of Public Services
Project Location:	All City water customers.
Project Description:	This project will replace all of the existing water meters in the City of Alvin with new automated meters that will improve accuracy and efficiency of readings.
Project Justification:	The new meters will greatly improve accuracy and efficiency of readings.
Current Status:	Project Complete.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$2,600,000	\$2,690,588	\$2,690,588	2015	
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,600,000	\$2,690,588	\$2,690,588		



Wastewater Treatment Plant Optimization Improvements Phase II

Project Number:	15
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number 15 on the CIP project location map.
Project Description:	Phase II of this project includes installation of a non-potable water system, belt press, rehabilitation of the aeration system, and rehabilitation of the digester tank as well as upgrades to the laboratory.
Project Justification:	Upgrade the WWTP to meet state and federal regulations.
Current Status:	The Contractor, JTR Constructors, Inc, is currently completing the slab for the electrical building.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$766,500		2016	
<u>CONSTRUCTION</u>		\$4,730,985			
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,540,000	\$5,497,485	\$7,540,000		



Fairway and South Street Water Line Improvements (Design)

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Fairway Drive and South Street Water Line Improvements
Project Description:	New 12-inch water lines along South Street and Fairway Drive to parallel existing 8-inch water lines. New 10-inch water line along Fm 1462 and new 6-inch water line along Koster Road to replace existing 2.25-inch water lines.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Cobb Fendley submitted the 60% design plans on August 13, 2018 and they are currently awaiting comments from TXDOT regarding the waterline crossing at Bypass 35.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$670,400	\$528,111		2018	
<u>CONSTRUCTION</u>	\$3,352,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,022,400				



Lift Station 14 and 17 Rehabilitations

Project Number:	17 and 18
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified as project numbers 17 and 18 on the project location map.
Project Description:	This project includes the rehabilitation of Lift Stations 14 and 17. The condition assessment results showed these lift stations to be in very poor condition.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering submitted the 90% design plans to Staff on September 13, 2018.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$260,000	\$225,645		2018	
<u>CONSTRUCTION</u>	\$1,300,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,560,000				



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains (Design)

Project Number:	19
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number 19 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 9.0 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is nearing completion of the survey and geotechnical work for this project and they have notified Staff that additional property (approximately 0.21 acres) will be required to the north of existing lift station #30 to accommodate the planned expansion. Staff is currently working with the Surveyor to finalize the survey for the property that is required so that an appraisal can be acquired prior to contacting the landowner.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$668,865		2018	
<u>CONSTRUCTION</u>	\$5,900,400			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,396,300				



54" Eastside Interceptor

Project Number:	20
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number 20 on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The survey field work for the project is 70% complete and the geotechnical field work was completed in September. Freese and Nichols is currently preparing the plan/profile sheets with the survey CAD work.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000		2018	
<u>CONSTRUCTION</u>	\$10,911,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$13,076,300				



Water Line Improvements Phase I (Design)

Project Number:	21
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified in Utility Master Plan
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Sreet.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering has completed the survey work for the project and their Surveyor is drafting the temporary construction easements that will be required for construction of the project. The geotechnical study has also been completed and the 60% design plans are underway.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$510,800	\$433,300		2018	
<u>CONSTRUCTION</u>	\$2,553,800			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,064,600				



Northwest and Northeast Sanitary Sewer Basin Evaluation Survey

Project Number:	22
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Evaluation Survey
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Freese and Nichols submitted Technical Memorandum #1 which contains the targeted flow monitoring results on August 31, 2018.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200		2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$95,300				



Water Plant #6 Tank Replacement

Project Number:	23
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 23 on the CIP Project Location Map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering submitted 90% design plans on August 28, 2018 and is currently waiting to receive comments from TCEQ.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$319,400		2018	
<u>CONSTRUCTION</u>	\$2,632,500			2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000				



Wayfinding Signs Project

Project Number:	24
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	<u>Completed</u>: The design phase is currently underway. The wayfinding signage stakeholders group have met 7 times as of 4/3/2018 to discuss the project and to determine the entities within Alvin to be identified on the wayfinding signage, as well as, the ideal locations for primary signage along Alvin's major thoroughfares. <u>Completed</u>: Steve Startzell, a representative of National Signs Plaza (NSP) attended the 2nd stakeholders' meeting on 10/24/2017 to listen to ideas from the group regarding desired signage design (color, branding, locations, and imagery). NSP will develop design documents for the stakeholders to review and approve. <u>Completed</u>: The stakeholders group held four meetings from the second meeting, producing a draft package of 18 combinations of signage. They requested and received 5 alteration requests to the wayfinding signage designs as of 4/3/2018, and are nearing a final recommendation for City Council. The group is currently waiting on a small revision to an image of a train on the bottom of the wayfinding signage. <u>Completed</u> (06/25/18): The group approved the requested revisions and recommended a final design on 04/10/2018. The final recommendation was presented to City Council on 05/14/18 with no comment or objections. The next phase will be the Planning Stage, which is expected to take approximately 6 months, including TxDOT approval. The Planning Stage will cost \$50,000.00 and is currently budgeted for FY19.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$20,500		\$30,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Blue Trails Assessment

Project Number:	25
Project Type:	Waterway Trail
Strategic Plan:	Planning for waterways as a key addition to the Alvin Trails Network
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Mustang Bayou within the Corporate City Limits. Identified as project number 25 on the CIP Project Location Map.
Project Description:	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou Waterways as a key addition to the larger Alvin Trails Network.
Project Justification:	Capitalize on local resources as a means of tourism, education, research, and recreation.
Current Status:	Kimley-Horn Associates, Inc. has been hired to conduct a feasibility study. The study kickoff meeting was held January 16, 2018. Kimley/Horn presented the results of the study to Park Board on 7/10/2018 and to City Council on 8/2/2018. This feasibility phase of the project is complete.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$15,000		\$15,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Fire/EMS Station Assessment and Design

Project Number:	26
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Fund
Assigned:	Rex W. Kleisel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number 26 on the CIP Project Location Map.
Project Description:	Assess and Design a new combination Fire/EMS Station to replace Fire Station 1 and the EMS Station.
Project Justification:	The City proposes to retain a qualified, capable firm to act as the Architect for the project. The selected Architect will be required to perform the Architectural and Engineering design services.
Current Status:	The Committee has finalized the schematic design and the Architect has started the design development.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	50+ Years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$600,000		\$610,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Willis Street Downtown Parking Lot

Project Number:	27
Project Type:	Public Parking
Strategic Plan:	Maintain Infrastructure
Funding:	General Projects Fund
Assigned:	City Engineer
Project Location:	Project location identified as number 27 on the CIP project location map.
Project Description:	This project includes the installation of a concrete public parking lot on the City owned property at the southeast corner of the Willis and Hardie intersection.
Project Justification:	To create additional public parking in the downtown area.
Current Status:	Design of this project is pending and is dependent on the construction of the chamber building addition.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-40 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$120,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$120,000		



Museum Expansion

Project Number:	28
Project Type:	Facilities
Strategic Plan:	
Funding:	HOT Tax
Assigned:	Parks Director / CVB Director
Project Location:	Project location identified as number 28 on the CIP project location map.
Project Description:	Interior build-out of the loading dock area of the Alvin Museum to accommodate additional exhibit space for a future Nolan Ryan permanent exhibit.
Project Justification:	Provide additional exhibit space, as requested by the Alvin Museum Society, whom acquired items from the recently closed Nolan Ryan Museum located inside the Nolan Ryan Center at Alvin Community College. This exhibit will continue to honor Nolan Ryan as a local sports icon and continue to provide an opportunity for tourism to the City of Alvin.
Current Status:	Construction of the project by Horizon International Group, LLC. is approximately 85% complete, the estimated final completion date is November 9, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-40 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS</u> <u>BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>		\$150,903	\$130,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>		\$150,903	\$130,000		

FY19 COMPREHENSIVE PLAN PROJECT WORKSHEET OVERVIEW

October 2018

PARKS ANNUAL OPERATION AND MAINTENANCE PLAN				
Project Scope	Develop an annual operation and maintenance plan for Alvin's parks system, including provisions for regular physical condition assessments of grounds and facilities, equipment safety inspections, maintenance scheduling and personal tracking and funding and resource assessment.			
Background/Community Value	Items 9 and 14 from the 2035 Comp Plan help create standardized criteria of maintenance and improvements of parks to enhance neighborhood viability. To illustrate, "item 9" encourages staff to focus on park and recreation improvements as a means for elevating neighborhood viability. Also, "item 14" directs staff to develop a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements so that the Alvin park system maintains a consistent level of quality, maintenance and aesthetic appeal. By developing a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements, the Alvin park system will maintain a consistent level of quality, maintenance, and desirable aesthetic appeal. This will help sustain and improve the quality, condition and attractive appearance of public areas and facilities within our community.			
Team <i>Leader</i> and Members	Dan Kelinske, Parks & Rec. Dir., Team Leader; Javier Lopez, Park Operations Manager; Michelle Nesrsta, Recreation Manager; Dwight Rhodes, Chairperson Parks and Recreation board.			
Quarterly Updates	Due by 9/29/2016	Due by 12/29/2016	Due by 03/30/2017	Due by 06/29/2017
	Host team meeting in December, once Park Standards Manual is completed to begin information gathering, establish processes and overall plan outline.	Awaiting initial draft of standards manual. Will host initial meeting by January 25 th utilizing draft Park Standards Manual as a guide.	Now that final draft of Parks Standard Manual is complete, will now host initial meeting June 2017	Parks Standard Manual adopted by Council on 6-15-17. Host initial meeting utilizing Park Standards Manual as a guide by August 2017
Quarterly Updates	Due by 09/28/2017	Due by 12/28/2017	Due by 03/29/2018	Due by 06/28/2018
	Conference call scheduled for 11-29 to explore outsourcing draft plan.	Received proposal from KKC. Currently identifying funding source. If approved, this would be a 4-month process.	Project on hold, pending funding.	New Operations Manager hired on 6-25-18 to move plan forward. Next task is to organize contents of plan
Quarterly Updates	Due by 09/27/2018	Due by 12/27/2018	Due by 03/27/2019	Due by 06/27/2019
	Parks Director moved the team meeting to organize contents of plan to October 2018			

WALKABILITY				
Project Scope	Improve the walkability of neighborhoods with the installation of sidewalks concurrent with all new development and rehabilitation or construction of construction of new sidewalks in the older neighborhoods, particularly adjacent to schools and parks. Sidewalks at the following locations are currently being designed: Willis St. (north side between Gordon and Hardie), Gordon St. (west side in front of Kibbe Realty), Sealy St. (south side between Gordon and Hardie), Hardie St. (east side mid-block to Sealy), Willis St. (south side between Second and Hood), Second St. (west side between Sealy and the Mustang Bayou Bridge), and E. House St. (south side between Hassen Elementary and La Quinta Inn).			
Background/Community Value	Provide safe areas to walk in and around the older sections of town where pedestrians are frequently observed.			
Team <i>Leader</i> and Members	Michelle Segovia, City Engineer, Team Leader; Brian Smith, Public Services Director			
Quarterly Updates	Due by 9/29/2016	Due by 12/29/2016	Due by 03/30/2017	Due by 06/29/2017
	Project Areas currently being surveyed to identify right-of-way.	Survey work	Survey work to continue through mid-April and begin design.	4-15-17 Project areas have been surveyed to identify right-of-way. Now finishing design and preparing bid package
Quarterly Updates	Due by 09/28/2017	Due by 12/28/2017		
	Bid package sent out and bids were opened on 9-12-17. Going to Council on 10-19-17 for approval. On 10-19-17, Council approved the project in the amount of \$299,038.59	This project will continue from year to year, was moved to the CIP, and will be tracked there		

MAJOR THOROUGHFARE PLAN PHASE II

Project Scope	Klotz Associates in conjunction with City Staff is currently working on Phase II of this two phase Thoroughfare Plan Update which includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC) and is scheduled to be complete March 15, 2018.			
Background/Community Value	The Thoroughfare Plan Update was identified as a near term (less than two years) project in the 2035 Comprehensive Plan. The Thoroughfare Plan benefits the community by establishing a plan for future roadway projects that will increase mobility and ease traffic congestion as the City continues to grow			
Team <i>Leader</i> and Members	Michelle Segovia, City Engineer, Team Leader; David Balmos, Project Manager Klotz Associates; Brian Smith, Public Services Director			
Quarterly Updates	Due by 9/29/2016	Due by 12/29/2016	Due by 03/30/2017	Due by 06/29/2017
	David Balmos to submit draft of the Implementation Plan by 12/31/2016.	Draft Implementation Plan submitted. Now working on cost estimates and prioritization to be submitted as part of a manageable Capital Improvements Program (CIP)	A prioritized list of projects is to be submitted by the end of April 2017.	6-15-17 Completed draft project list with preliminary project cost estimates.
Quarterly Updates	Due by 09/28/2017	Due by 12/28/2017		
	Beth Shelton with RPS Klotz presented plan to Council on 8-3-17. Next goal is to Submit project applications for Transportation Improvement Program (TIP) funding through the Houston Galveston Area Council (HGAC) by 3-15-18	This project was moved to the CIP, and will be tracked there		

DOWNTOWN IMPROVEMENTS				
Project Scope	Create a distinct identity of Downtown, including forming an identifiable edge to the district with monuments and gateway treatments at the entries from each direction (particularly along Business 35 at the northern and southern entries and Sealy street from the west and House street for the east), along with unifying design elements, such as unique signage and banners, landscaping decorative lighting, street and sidewalk/crosswalk patterns and other unique urban design treatments.			
Background/Community Value	Through citizen's input and initial analysis of downtown Alvin, a framework from which to envision a revitalization has been established. The analysis provided an objective view of the study area from varying scales. Both strength and weaknesses were revealed. The Downtown Improvement Task Force's feedback helped bring us closer to discovering Downtown Alvin's full potential.			
Team Leader and Members	Larry Buehler, Economic Development Dir, Team Leader; Priya Bhakta, Convention Visitor Bureau			
Quarterly Updates	Due by 9/29/2016	Due by 12/29/2016	Due by 03/30/2017	Due by 06/29/2017
	Vision and Next Steps were presented to City Council. Currently reviewing current task force and seeking potential new members and identifying projects.	Henry Dillmann, Kathy Hermann, Paul Stanton on board, seeking other new members. New EDC Employee started January 3 rd , brought up to speed. Staff reviewing the Texas Main Street Program, the Texas Downtown Association, and H-GAC resources to discuss with the group.	LED lights on top of buildings in design and implementation. Engineering designing 5 new decorative street lights. 2 nd Annual Art Walk on May 6 th 2 locations selected for temporary bump-outs. Downtown grant program launched.	1. LED lighting not moving forward due to owner of private buildings not participating, looking at alternative options. 2. Bump-outs will not be done due to traffic pattern concerns relating to TxDOT Business 35 highway. 3. Parking solutions presentation given to Council on 6-15-17 for FY 18 budget consideration. 4. Engineering hired consultant who is designing initial 9 decorative street lights and up to 13 with phasing option. 5. Sidewalk on Willis from city hall to Stanton's Center under design for bidding. 6. 47 businesses mailed grant information. Three have verbally expressed interest in applying.
Quarterly Updates	Due by 09/28/2017	Due by 12/28/2017	Due by 03/29/2018	Due by 06/28/2018
	Dumpsters at the library moved to	New meter and LED lights installed	Repairs completed to globe and	Contract let for 9 new decorative

grass between parking lot and Depot Centre Blvd. to open up 3 parking spaces. Public parking signs installed at City Hall parking lots and in parking lot at southeast intersection of Gordon St. and Sealy St. New concrete pole and street light installed on Sealy St. across from City Hall. Electrical engineer has been hired to design all 13 decorative street lights – will go out for bid following review. Sidewalk project to begin construction in upcoming quarter Yarn-bombing installation removed. Meeting with the Stanton's to discuss building improvement and marketing opportunities.	to light interior of city-owned parking lot at the southeast corner of the Gordon St. and Sealy St. intersection. Downtown Business Improvement Grant application received, reviewed, and approved for a new covered patio at the Gordon Street Tavern. Engineered plans received on 12/04/17. Original National Oak Park parking lot located at E. Sidnor St. and Depot Centre Blvd. intersection re-paved and re-striped. Decorative street lighting meeting held between city staff, electrical engineer, and LESCO representative to determine full scope of project. Revisions to engineered drawings are ongoing, and will be reviewed upon completion. Bidding for the project is expected in the next quarter with construction soon to follow. Sidewalk project bid awarded to McCrory-CTI Services. Contract will be initiated on 01/03/18.	parking lot lights at the Alvin Public Library. Staff reviewed modified specifications from LESCO on 02-07-18 and are sending to electrical engineer for minor adjustments. Anticipated return time from electrical engineer is 2-3 weeks. Staff will review updated lighting specifications, taking approximately 2 more weeks. Upon approval, staff will solicit bids for the project, which will take between 6-8 weeks. Once a contractor is selected, a pre-construction meeting will be held to determine contractor availability and start date. The bid will be for 9 new decorative street lights along Willis Street between Gordon Street and Taylor Street. An alternate bid for 4 additional street lights around city hall along Hood Street (2 lights) and Hardie Street (2 lights) will also be solicited. Renovations completed and certificate of occupancy issued to Gordon Street Tavern on 03-14-18. All necessary paperwork submitted, reviewed, and approved. Reimbursement payment was issued to H&S Dillmann,	street lights along Willis Street between Gordon Street and Taylor Street, early October completion date. FY18 Downtown Grant awarded to Corey's Kitchen (new food establishment) at 319 West Willis Street for projects totaling \$36,000 (\$18,000 match). Project complete. New sidewalks continue down Willis Street to Second Street. Stanton's Retail Center painted the front of their center to help in downtown renovations.
--	--	--	---

			Inc. on 03-28-18. Local businesses used for the project include: McCoy's Building Supply, Helpenstihl Construction, TDEC, Inc., Home Depot, Wendel's Tool Repair, and Patco Hardware and Lumber. Downtown Incentive Grant review committee met on 03-05-18 to review an application received by Corey's Kitchen to 319 West Willis Street. Application was approved for projects totaling \$36,000 (\$18,000 match from the City of Alvin) and acceptance letter issued to Corey Scopel for improvements to include new plumbing for water and wastewater, new electrical for property lighting, construction and installation of restrooms, new perimeter fencing, new business signage, landscaping, and a new driveway. New sidewalk being installed on Depot Centre Boulevard on 03-08-18. Contractors are expected to begin the remaining downtown sidewalk portions following the completion of the sidewalk on Depot Centre Boulevard.	
Quarterly Updates	Due by 09/27/2018	Due by 12/27/2018	Due by 03/27/2019	Due by 06/27/2019
	Brick paver sidewalks completed along			

	Willis Street, Hardie Street, Sealy Street and Gordon Street. Nine (9) new decorative street lights installed along Willis Street between Gordon Street and Taylor Street. TNMP contacted to activate lights. FY18 Downtown Grant awarded to Stanton's Shopping Center at 219 North Taylor Street for projects totaling \$3,775.93 (\$1,887.97 match). The grant approved the installation of nine (9) new LED lights atop Stanton's Shopping Center to illuminate the parking lot. Project complete. FY18 Downtown Grant awarded to Fade Stop Barber Shop at 221 West Sealy Street for projects totaling \$4,200 (\$2,100 match). The grant approved the installation of a new LED lit wall sign on the front of Fade Stop Barber Shop. Project complete. FY18 Downtown Grant awarded to Tommaso's Italian Restaurant at 507 North Gordon Street for projects totaling \$2,679.18 (\$1,339.59 match). The grant approved the installation of five (5) new LED lights mounted atop Tommaso's Italian			
--	---	--	--	--

	Restaurant and their pole sign to illuminate the parking lot. Project complete. FY19 Downtown Grant awarded to Fade Stop Barber Shop at 221 West Sealy Street for projects totaling \$6,100.00 (\$3,050.00 match). The grant approved the expansion of a window on the front of the building to allow for passing vehicles and pedestrians to see inside of the barber shop. Project ongoing. FY19 Downtown Grant awarded to Jodie's Hair Center at 104 South Hood Street for projects totaling \$1,880.00 (\$940.00 match. The grant approved the replacement of the front door to Jodie's Hair Center, and is the first phase of renovations that are to include new fencing, a new awning, parking lot resurfacing and an exterior paint job of the building. Project ongoing.			
--	--	--	--	--

DEVELOPMENT OF BLUE TRAILS				
Project Scope	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research and recreation			
Background/Community Value	This goal was adopted into the City's comprehensive plan. The City Council provided funding in the FY2018 budget to conduct a study.			
Team Leader and Members	Dan Kelinske, Parks and Recreation			
Quarterly Updates	Due by 12/29/2017	Due by 3/29/2018		
	Initial call with consultant to discuss scope of services 11-29-2017.	This project was moved to the CIP, and will be tracked there		

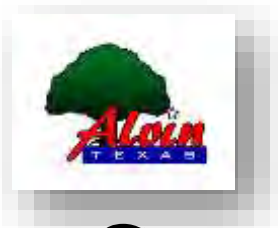
REVISION TO PARKLAND DEDICATION FEES IN LIEU				
Project Scope	Revise parkland dedication fees in lieu and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land. This will benefit a larger service area rather than solely requiring dedication within dedication "zones".			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, the current quadrants which were established to limit the area where parkland dedication funds could be spent based on area of fee collection would be eliminated. By eliminating the quadrants, future parkland dedication funds would be available for use throughout the City.			
Team Leader and Members	Dan Kelinske, Parks and Recreation Florence Chappa - Finance Diane Harper - Legal			
Quarterly Updates	Due by 12/29/2017	Due by 3/29/2018		
	Hold team meeting to review draft of changes to Ord. 06-U and establish mechanism to "freeze" existing funds within quadrants 1-4	1/3/2018 - Park Board discussed and recommended approval of Ordinance 18-C revision of parkland dedication fees in lieu. 2/15 -City Council approved Ordinance 18-C. Project Completed		

REGIONAL DETENTION				
Project Scope	Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	Due by 12/29/2017	Due by 3/29/2018		
		This project is addressing drainage for at risk neighborhoods, was moved to the CIP, and will be tracked there		

TREES WITHIN CITY RIGHT OF WAY				
Project Scope	Address trees in all new residential developments in relationship to street and utility placement to avoid problems			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, it will avoid problems within utility placement as the street trees grow.			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	Due by 09/29/2016	Due by 12/29/2016		
	Team to approve final draft of tree ordinance.	Recommend removal of residential new construction from ordinance following CPC review. Team approval of final draft of ordinance. CPC review completed and City Council approval completed. Project Completed		

PRO-ACTIVE CODE ENFORCEMENT	
Project Scope	Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders.
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, Code Compliance will provide assistances and education before a punitive approach.
Team Leader and Members	Brian Smith – Public Works Director

Quarterly Updates		Due by 3/29/2018	Due by 6/28/2018	Due by 9/27/2018
		Management Assistant (MA) is researching the process and procedures of Code Compliance.	MA spent time inside the department and out in the field, now exploring new options	Project was delayed during this quarter while Code Compliance was down to one staff member. Project is continuing now that staffing level is back to normal.



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignation from Parks & Recreation Board member, Debra Palin.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: Debra Palin submitted her resignation from the Parks & Recreation Board for her term ending on December 31, 2018. This agenda item is the formal acceptance of her resignation.

With the resignation of Ms. Palin, there are now six (6) members on this Board. The Charter states that there must be at least seven (7) no more than nine (9) residents serving on this board.

City Council will consider board appointments in December 2018. There are no current applicants for service on the Parks Board. Advertisements for volunteers will begin the end of October.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 10/11/2018 SLH

Supporting documents attached:

- Resignation letter from Ms. Palin

Recommendation: Move to accept resignation from Parks & Recreation Board member, Debra Palin.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

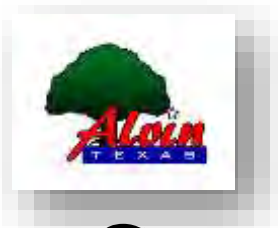
Reviewed by City Manager ☐

From: Debra Palin
Sent: Sunday, September 23, 2018 10:03 PM
To: Dan Kelinske <dlkelinske@psf.cityofalvin.com>
Subject: Re: Park Board Resignation

Howdy! I told you last month I would be able to finish out my term, however I am not going to be available at any more meetings. I have been offered and accepted a temporary position working in Louisiana. I reported for work today, 23 Sept. 2018 and will be here for some time.

I apologize for inconvenience this makes for the board. I will get last month's minutes to you within next few days.

Thank you. I really enjoyed the time I served on the board.
Debra Palin



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Finance

Contact: Florence Chapa, Interim Finance Director

Agenda Item: Consider a one-year contract extension through December 31, 2019, with Wells Fargo Bank for depository and banking services for the City of Alvin.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On August 20, 2015, Council approved a depository agreement with Wells Fargo to be the City's depository and provider of banking services. The current contract began on January 1, 2016, and extends through December 31, 2018, with two possible one-year extensions. Staff requests that Council approve a one-year extension from January 1, 2019 through December 31, 2019 to Wells Fargo Bank.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/11/2018 SLH _____

Supporting documents attached:

- Letter of Request from Wells Fargo
-

Recommendation: Consider a one-year contract extension through December 31, 2019, with Wells Fargo Bank for depository and banking services for the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



Local Government Banking
12650 N. Featherwood Dr.
Suite 210
Houston, TX 77034

October 1, 2018

Florence Chapa
Interim Finance Director
City of Alvin
216 West Sealy
Alvin, Texas 77511

Dear Mrs. Chapa,

Thank you for giving Wells Fargo the opportunity to extend the current contract with The City of Alvin from January 1, 2019 through December 31, 2019. Wells Fargo will continue to provide the banking services with the existing terms, conditions, and rates to help meet the city's financial goals. We appreciate your current business and look forward to building our relationship with you and the City of Alvin.

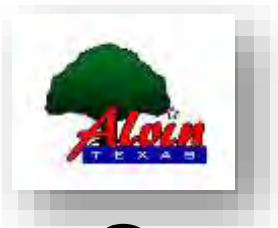
Sincerely,

A handwritten signature in cursive script that reads "Ann Battaglia".

Ann Battaglia

VP, Relationship Manager
Wells Fargo Bank





AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Consider Resolution 18-R-36, adopting the Development Agreement with Walton Texas, LP, for the Walton Texas Master Planned Development, and authorize the Mayor to sign, subject to legal review.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Walton Texas, LP, (the Owner) has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. Walton Texas, LP and the City of Alvin have been working on the development agreement documents since the Memorandum of Understanding was approved by the City and the Owner on February 2, 2017. These documents, along with their exhibits, outline how the development will take place, and includes a master conceptual plan, a major thoroughfare plan, and a master parks plan. Separate Strategic Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/15/2018 SLH _____

Supporting documents attached:

- Resolution 18-R-36
 - Exhibits: Development Agreement
-

Recommendation: Move to approve Resolution 18-R-36, adopting the Development Agreement with Walton Texas, LP, for the Walton Master Planned Development, and authorize the Mayor to sign, subject to legal review.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 18-R-36

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE DEVELOPMENT AGREEMENT WITH WALTON TEXAS, LP, FOR THE DEVELOPMENT OF THE WALTON TEXAS MASTER PLANNED DEVELOPMENT; AND SETTING FORTH RELATED MATTERS THERETO.

WHEREAS, The City of Alvin is a home rule municipal corporation that provides a full-range of governmental services to its citizens; and

WHEREAS, Walton Texas, L.P. (the “Owner”), a Texas limited partnership, is the owner of property located within Brazoria County Municipal Utility District No. 48, and Brazoria County Municipal Utility District No. 49 (“the Districts”), and the Property (as defined in the Development Agreement), is developable land within the Districts, and the Owner anticipates development activities occurring thereon; and

WHEREAS, the Districts are conservation and reclamation districts and political subdivisions of the State of Texas, created by special acts of the Texas Legislature; and

WHEREAS, The Owner and the Districts plan to construct, finance, own, and operate a water supply and distribution system, a wastewater collection system, and any necessary roadways and storm water drainage improvements to serve the Property within the Districts; and

WHEREAS, the City agrees that to induce the Owner to construct the improvements within the Districts, it will take all lawful and appropriate administrative actions (collectively the “Actions”), to permit and authorize the construction and operation of the Property as set forth in the Development Agreement and corresponding exhibits, attached hereto and incorporated by reference; and

WHEREAS, the Owner has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Development Agreement; and

WHEREAS, the Development Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property within the Districts, the development and improvement to existing property, and a better quality of place/life for the community, the creation of construction jobs and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property; and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action;

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

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.

Section 2. That the City Council of Alvin, Texas, hereby adopts the Development Agreement with Walton Texas, LP, including the Exhibits, attached and made a part hereof for all purposes.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was 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 the 18th day of October 2018.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ALVIN, TEXAS, WALTON TEXAS, L.P.,
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48, AND
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 49**

Effective Date _____, 2018

Table of Contents

ARTICLE 1. JURISDICTIONAL ACTIONS	1
1.1. Consent to the creation of the Districts.....	1
1.2. Discontinuance of the land in the Project.....	2
1.3. Annexation of a jurisdictional strip.....	2
1.4. Conditions to future annexation	2
1.5. Operations prior to full annexation	3
1.6. Continuation of the Districts following full annexation	3
1.7. Attempted incorporation	4
1.8. Strategic Partnership Agreements.....	4
ARTICLE 2. PLAN OF DEVELOPMENT	4
2.1. Development Plan Approval.....	4
2.1.1. Conceptual Plan	4
2.1.2. Master preliminary plats	4
2.1.3. Amendments to Conceptual Plan.....	4
2.1.4. Major Thoroughfare Plan	5
2.1.5. Master Parks Plan.....	5
2.2. Final Plat Recordation	5
2.3. Police substation site	5
ARTICLE 3. MISCELLANEOUS.....	5
3.1. Term	5
3.2. Termination.....	6
3.2.1. Termination If Dissolution of the District.....	6
3.2.2. Termination for Default.....	6
3.3. Remedies Cumulative	6
3.4. Successors.....	6
3.5. Force Majeure.....	6
3.6. Applicable Law	7
3.7. No Additional Waiver Implied	7
3.8. Addresses and Notice	7
3.9. Merger and Modification.....	8
3.10. Entire Agreement.....	8
3.11. Severability.....	8
3.12. Assignability	8
3.13. Benefits of Agreement.....	8
3.14. Legal expenses	9
3.15. Consents and Approvals.....	9
EXHIBITS	

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is entered into effective as of _____, 2018 (the "Effective Date"), by and between **THE CITY OF ALVIN, TEXAS** (the "City"), **WALTON TEXAS, L.P.** (the "Owner"), a Texas limited partnership, and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48** and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 49** (together, the "Districts"). The City, the Owner, and the Districts are referred to collectively as the "Parties."

RECITALS

The City is a home rule municipal corporation that provides a full-range of governmental services to its citizens. The Districts are conservation and reclamation districts and political subdivisions of the State of Texas, created by special acts of the Texas Legislature. The Owner is an owner of the Property (as defined below), which is developable land within the Districts, and anticipates development activities occurring thereon. The Owner and the Districts plan to construct, finance, own, and operate a water supply and distribution system, a wastewater collection system, and any necessary roadways and storm water drainage improvements to serve the Property within the Districts.

The Property within the Districts is currently within the boundaries of the City, and the Parties wish to provide for the discontinuance of such land from the City, and for the orderly development and eventual annexation of the Property back into the City, in a manner that will benefit the future citizens of the Districts, as well as the City.

The Parties wish to provide for the terms of the development of the Property within the Districts, (the "Project"), in accordance with terms of this Agreement, and consistent with the Memorandum of Understanding approved by the City and the Owner, dated February 2, 2017. The developable land is reflected on **Exhibit A** attached hereto and is hereinafter referred to as the "Property."

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the receipt and sufficiency of which are hereby acknowledged, the City, the Owner, and the Districts, agree as follows:

ARTICLE 1. JURISDICTIONAL ACTIONS.

1.1. Consent to the creation of the Districts. Each of the Districts were created by special act of the Texas Legislature. The City hereby consents to the creation of the Districts; provided, however, that the combined ad valorem tax rate levied by each District shall not be less than the ad valorem tax rate levied by the City. In the event state law requires a District to have a combined ad valorem tax rate lower than

the City's ad valorem tax rate, such District shall provide the City with written notice of such state law and its intent to levy such tax rate at least forty-five (45) days before the District adopts its order levying such a tax rate.

At the time of the approval of this Agreement by the City, or as soon thereafter as practicable, the City will adopt an ordinance providing for the conditions to the City's consent, in the form attached hereto as **Exhibit B**. Such conditions will apply to the Districts effective as of the date of creation of the Districts. Additional tracts outside but adjacent to the Districts but part of the Property (as reflected on **Exhibit C**) may be annexed in to either of the Districts at a later date, and the City agrees to provide its consent upon written request from the Owner, subject to the same consent conditions.

1.2. Discontinuance of the land in the Project. In furtherance of the purposes of this Agreement, the City has commenced procedural actions necessary to discontinue the area within the Project (to be included within the Districts) from the boundaries of the City pursuant to Texas Local Government Code Section 43.145, and has completed, or will complete contemporaneously with the Effective Date, such discontinuance. The legal description of the area designated for discontinuance is attached hereto as **Exhibit D**.

1.3. Annexation of a jurisdictional strip. The Owner has provided to the City a petition requesting annexation of land described on **Exhibit E** and in a petition into the City for full purposes pursuant to Texas Local Government Code Section 43.054(b)(2)(the "Annexation Petition"). Simultaneously with the discontinuance of the area as described in Section 1.2 above, the City has annexed or will annex for full purposes the area described in the Annexation Petition; simultaneously with the execution of this Agreement, the Districts will submit a petition to the City for full purpose annexation under Section 1.4 for all properties within their boundaries as they exist now and as such boundaries of the District exist in the future, as referenced in **Exhibit F**. The Owner will provide a notice to its successors in ownership of the Property in the form provided as **Exhibit F-1**.

1.4. Conditions to future annexation.

a. The parties agree that the Districts and their residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the Districts agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02 of the SPA, as defined below, the City will not fully annex the Districts until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. 90% of the Districts' water, wastewater, drainage, road and park facilities have been constructed; and

2. each entity comprising the Owner has, or each entity comprising the Owner's successors or assigns have, been reimbursed by the Districts to the maximum extent permitted by the rules of the Commission or the City assumes any obligation of the Districts for such reimbursement to each entity comprising the Owner under such rules.

b. If the City wishes to complete the Districts facilities in order to comply with subsection a, item l, above, the Districts will cooperate with the City to provide access to the Districts' facilities and allow such connection or supplement thereto as may be reasonably necessary upon written notice of its intent to so complete from the City to the Districts; provided that any such construction by or on behalf of the City shall be sufficient to provide water supply and distribution, wastewater collection and treatment, and drainage, road and park facilities to the entire unserved portion of the Districts.

c. The Owner is currently the owner of the land comprising the Districts, and as such has petitioned for annexation by the City consistent with the terms of this Agreement, with such petition to be filed in the Official Records of Brazoria County and be binding upon successors in ownership of the Development.

d. The City will provide notice of any annexation in accordance with Texas Local Government Code, Chapter 43, Subchapter C-1.

1.5. Operations prior to full annexation. Prior to annexation of the entire Districts and except as may be specifically provided in this Agreement or in the City Consent, the Districts are authorized to exercise all powers and functions of a municipal utility district provided by law.

1.6. Continuation of the Districts following full annexation. Upon annexation of an entire District under the provisions of Section 2.01 of the SPA, as defined below, said District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's utility system into the City's utility system, following which period the City shall act to abolish said District in accordance with applicable law; provided that, if the City has not abolished said District within 120 days after such annexation under Section 2.01 of the SPA, as defined below, said District shall be automatically abolished on the 121st day. At such time, the City will assume all rights, assets, liabilities and obligations of said District (including all obligations to reimburse the developers within said District) and said District will not be continued or converted for limited purposes. Upon full annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

1.7. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the Districts, the City shall be entitled to take all steps necessary to prevent such incorporation or annex that portion of the Districts attempting to incorporate.

1.8. Strategic Partnership Agreements. Each of the Districts and the City intend to enter into strategic partnership agreements pursuant to Texas Local Government Code Section 43.0751 ("SPA") detailing the terms for full purpose annexation of the Districts at a later date pursuant to the terms of Section 1.4, limited purpose annexation of commercial or retail areas of the Districts, and the provision of public services within the Districts. The Districts agree to hold public hearings, adopt their respective SPA, and provide an executed copy of the SPA to the City within ninety (90) days of the Effective Date. The form of the SPA is attached hereto as **Exhibit G**.

ARTICLE 2. PLAN OF DEVELOPMENT

2.1. Development Plan Approval.

2.1.1. Conceptual Plan. Pursuant to Chapter 21 of the City's Code of Ordinances relating to the City's rules and regulations governing the subdivision of land and plats within the City and its extraterritorial jurisdiction (the "Subdivision Ordinances"), the Owner has submitted a conceptual plan (the "Conceptual Plan"), attached hereto as **Exhibit H** showing the tentative layout of the proposed streets and drainage of the Property, which Conceptual Plan is hereby submitted to the City for approval and is deemed approved. The Owner has further submitted a list of variances ("Variances"), attached hereto as **Exhibit I**, to the City's Subdivision Ordinance No 62-A: Section 21 & 23 ½, which is hereby submitted to the City for approval and is deemed approved.

2.1.2. Master preliminary plats. Master preliminary plats for each phase of the Property shall be submitted in accordance with Chapter 21 of the City's Code of Ordinances. The Owner shall submit a preliminary plat to the City for comment and approval prior to submitting any final plat, and the City agrees to provide comment and review to the same extent as if it were subject to such requirement.

2.1.3. Amendments to Conceptual Plan. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, the Owner may make major or minor amendments to the Conceptual Plan upon approval by the City. A major amendment shall be one that (i) results in an increase in the overall number of residential dwelling units in the Project of more than five percent (5%) of the total units depicted on the Conceptual Plan, either individually or cumulatively with all previously approved amendments, or (ii) changes the alignment of the

minor arterial road found on the thoroughfare plan by more than 500 feet in either direction. Major amendments to the Conceptual Plan shall require approval by the City Council, which approval will not be unreasonably withheld or delayed. The City Council may provide for public notice and a public hearing before considering any major amendment. Any amendment which is not classified as a major amendment shall be considered a minor amendment. Minor amendments may be approved by the City Manager or the City Engineer.

2.1.4. Major Thoroughfare Plan. Certain of the City's designated major thoroughfares are planned to extend through the Property, and the Conceptual Plan contemplates that they shall be shifted to meet the needs of the development and the City substantially as shown on **Exhibit J** (the "Major Thoroughfare Plan"). The Parties agree that the location of the major thoroughfares within the Property are hereby approved in substantial conformance with the Conceptual Plan.

2.1.5. Master Parks Plan. The Owner has prepared a Master Parks Plan ("Master Parks Plan"), attached hereto as **Exhibit K**, which Master Parks Plan is hereby submitted to the City for approval and is deemed approved.

2.2. Final Plat Recordation. Final platting of all or a portion of the Property shall be in accordance with Chapter 21 of the City's Code of Ordinances. Notwithstanding any other City law, rule, or regulation, including without limitation the Subdivision Ordinances, the final plat for development of any portion of the Property shall be recorded by the City in the office of the appropriate county clerk at the time construction of the necessary water utilities, sewer utilities, and paving for that final plat is 100 percent complete. Without regard to whether it is required by City regulations, the Owner may elect to submit a preliminary plat to the City for comment and approval prior to submitting any final plat, and the City agrees to provide comment and review to the same extent as if it were subject to such requirement.

2.3. Police substation site. The Owner agrees to designate a location within the Districts, not to exceed one acre, for a future City police substation at a site agreeable to the Owner and the City upon written notice from the City that it intends to provide police services to the Districts in accordance with the terms of the SPA, and that it will utilize the substation location in connection therewith. The obligation to designate a location under this Section will expire five years after the filing of the first plat in either of the Districts.

ARTICLE 3. MISCELLANEOUS

3.1. Term. This Agreement shall be effective as of the Effective Date, shall remain in effect for an initial term of 40 years from the Effective Date, and shall automatically renew for consecutive ten-year terms thereafter unless otherwise terminated as provided for herein.

3.2. Termination.

3.2.1. Termination If Dissolution of the District. This Agreement shall terminate on the date of dissolution of the District.

3.2.2. Termination for Default. Any Party to this Agreement who believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that Party under the Agreement shall give written notice of the default to the defaulting Parties, specifying in detail the provision or provisions of the Agreement that have been breached and specifying what action must be taken to cure or correct the default. Should the Party receiving the notice fail to correct the default within sixty (60) days following receipt of the written notice, if such corrective action is within the power of the defaulting Party, the Party giving the notice of default may terminate this Agreement by giving a written termination notice to the defaulting Party specifying the termination date.

3.3. Remedies Cumulative. The Parties specifically agree that the remedy of specific performance is an appropriate and necessary remedy and agree that any Party may employ the remedy of specific performance in the event of a breach of this Agreement. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any Party and shall be cumulative of any other remedy herein specified.

3.4. Successors. This Agreement shall be binding upon the successors or assigns of the Parties hereto.

3.5. Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a Party, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party,

whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party experiencing such difficulty.

3.6. Applicable Law. This Agreement shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Brazoria County, Texas.

3.7. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

3.8. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to such Party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the Party to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Alvin, Texas
216 West Sealy
Alvin, Texas 77511
Attn: City Manager

If to the Districts, to:

Brazoria County MUD No. 48 or 49
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Timothy Austin

If to Owner, to:

Walton Texas, LP
9811 S. IH 35, Suite 4-200
Austin, Texas 78744
Attn: Becky Collins

With a copy to:
Walton Global Holdings, Ltd.
14614 N. Kierland Blvd., Suite 120
Scottsdale, Arizona 85254
Attn: Legal Department

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by written notice to the others at least fifteen (15) days in advance.

3.9. Merger and Modification. This Agreement, including the referenced Exhibits, embodies the entire agreement between the parties relative to the subject matter hereof. This Agreement shall be subject to change or modification only with the written mutual consent of the parties. Prior agreements between the City and prior owners of the Property shall not be effective with regard to the Parties.

3.10. Entire Agreement. This Agreement embodies the entire understanding between the Parties regarding the subject matter set forth herein, in the Agreement, and in the Exhibits attached hereto, and there are no prior effective representations, warranties, or agreements regarding same.

3.11 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

3.12. Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, partners, employees, agents, representatives, and successors and, effective upon written notice thereof to the City, shall be assignable by the Owner to any other entity that will purchase and/or own the Property, in whole or in part, without the prior written consent of the City.

3.13. Benefits of Agreement. This Agreement is for the benefit of the City, the Owner, and the Districts and their respective successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein; provided that the Owner has executed this Agreement on behalf of itself as a property owner, as well as in its capacity as an operator or agent, as applicable, for itself and on behalf of all persons, entities, and trusts, that own an interest in the Property including an undivided, tenant-in common interest, that has been granted to Owner, the power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

3.14. Legal expenses. The Owner agrees to reimburse the City for its reasonable expenses for engagement of outside counsel in connection with this Agreement and the initial implementation thereof, including finalizing all actions described herein.

3.15 Consents and Approvals. Whenever this Agreement provides for the approval or consent of one of the Parties, such consent or approval shall not be unreasonably withheld or delayed.

[EXECUTION PAGES FOLLOW]

Executed and agreed as of the Effective Date.

WALTON TEXAS, LP, a Texas limited partnership in its capacity as a property owner, operator, or agent as applicable

By: Walton Texas GP, LLC, a Texas limited liability company, General Partner

By: Walton International Group, Inc., a Nevada corporation, Manager

By: _____
John Vick, Vice-President

CITY OF ALVIN, TEXAS

Mayor

ATTEST:

City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 48

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 49

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

LIST OF EXHIBITS

Exhibit A – The Property
Exhibit B – Consent Conditions
 Exhibit A to Consent Ordinance Property
 Exhibit B to Consent Ordinance Consent Conditions
Exhibit C – Additional Tracts
Exhibit D – Area for Discontinuance
Exhibit E – Petition Lands
Exhibit F – Future Annexation Lands
Exhibit F-1 - Notice to Purchasers Regarding Future Annexation Into the Corporate
 Limits of the City of Alvin
Exhibit G – Strategic Partnership Agreement
 Exhibit A to SPA – MUD Legal Description
 Exhibit B to SPA – Consent Conditions
Exhibit H – Conceptual Plan of the Property
Exhibit I – Variances
Exhibit J – Major Thoroughfare Plan
Exhibit K – Master Parks Plan

Exhibit A
THE PROPERTY

Exhibit B
Consent Conditions

ORDINANCE NO. 18-__

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE
CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER
__; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING
SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, Section 54.016 of Texas Water Code, provides that land may not be included within a municipal utility district within the corporate limits or extraterritorial jurisdiction of the City of Alvin, Texas (the “City”), unless consent thereto is obtained from the City; and

WHEREAS, the City is willing to consent to the creation of Brazoria County Municipal Utility District Number __ (the “District”), as created by special act of the Texas Legislature, within the City’s extraterritorial jurisdiction, as provided by this Ordinance;

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of the District on the tract of land described in **Exhibit A to Consent Ordinance**, attached hereto. The City’s consent is conditioned upon the terms set out in **Exhibit B to Consent Ordinance**, attached hereto.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on this ____ day of _____, 2018.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn
Mayor

Dixie Roberts
City Secretary

**Exhibit A to Consent Ordinance
Property**

Exhibit B to Consent Ordinance

Consent Conditions

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Alvin, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District, and to refund such bonds. Such bonds, other than refunding bonds, shall expressly provide that the District shall reserve the right to redeem said bonds on any date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as may be determined by the District) without premium, and shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold, for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed 2% above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. If the District pledges revenues in payment of its bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Alvin annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Alvin has given its written consent by resolution of its City Council to such addition or annexation.

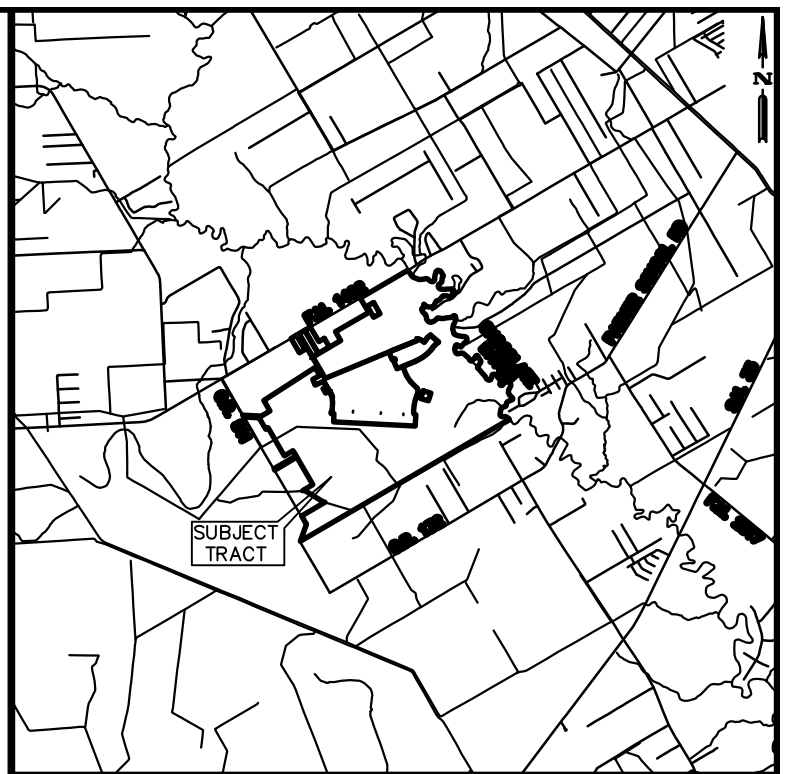
(b) The District, its directors, officers, developers and landowners, shall submit to the City Engineer of the City of Alvin or to his or her designated representative before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer, and drainage facilities, and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, fire hydrants, valves, pipe, and appurtenances installed or used within the District shall conform exactly to the specifications of the City of Alvin. All water service lines and sewer service lines, lift stations, sewer treatment facilities, road facilities, and appurtenances thereto, installed or used within the District shall comply with the City of Alvin's applicable standard plans and specifications. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City Engineer stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer and drainage facilities, and roads shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Alvin, and during the progress of the construction and installation of such facilities, the City Engineer, or a designated representative thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality or such successor agency as the legislature may establish (the "TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time, if the District operates a wastewater treatment plant. The District will agree to make periodic analysis of its discharge pursuant to the provisions of Texas Water Quality Board Order No 69-1219-1 and further will agree to send copies of all such effluent data to the City of Alvin Department of Public Works as well as to the TCEQ. The District will agree that representatives of the City of Alvin may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

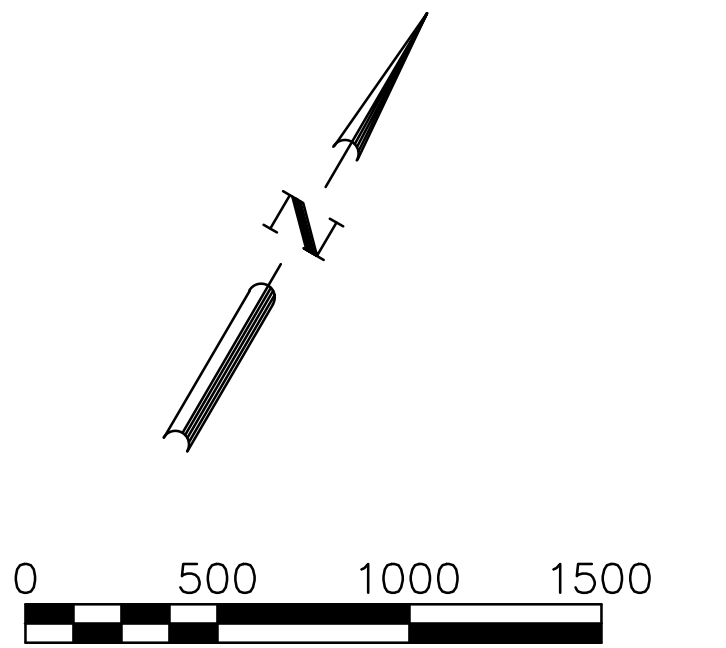
(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction of or commit to any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily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

(e) The owner or the developer of the land included within the boundaries of the District shall, prior to the sale of any lot or parcel of land, obtain final approval by the appropriate entity of the City of Alvin of a plat which will be duly recorded in the Map and Plat Records of Brazoria County, Texas, and otherwise comply with the applicable subdivision regulations of the City of Alvin.

Exhibit C
Additional Tracts

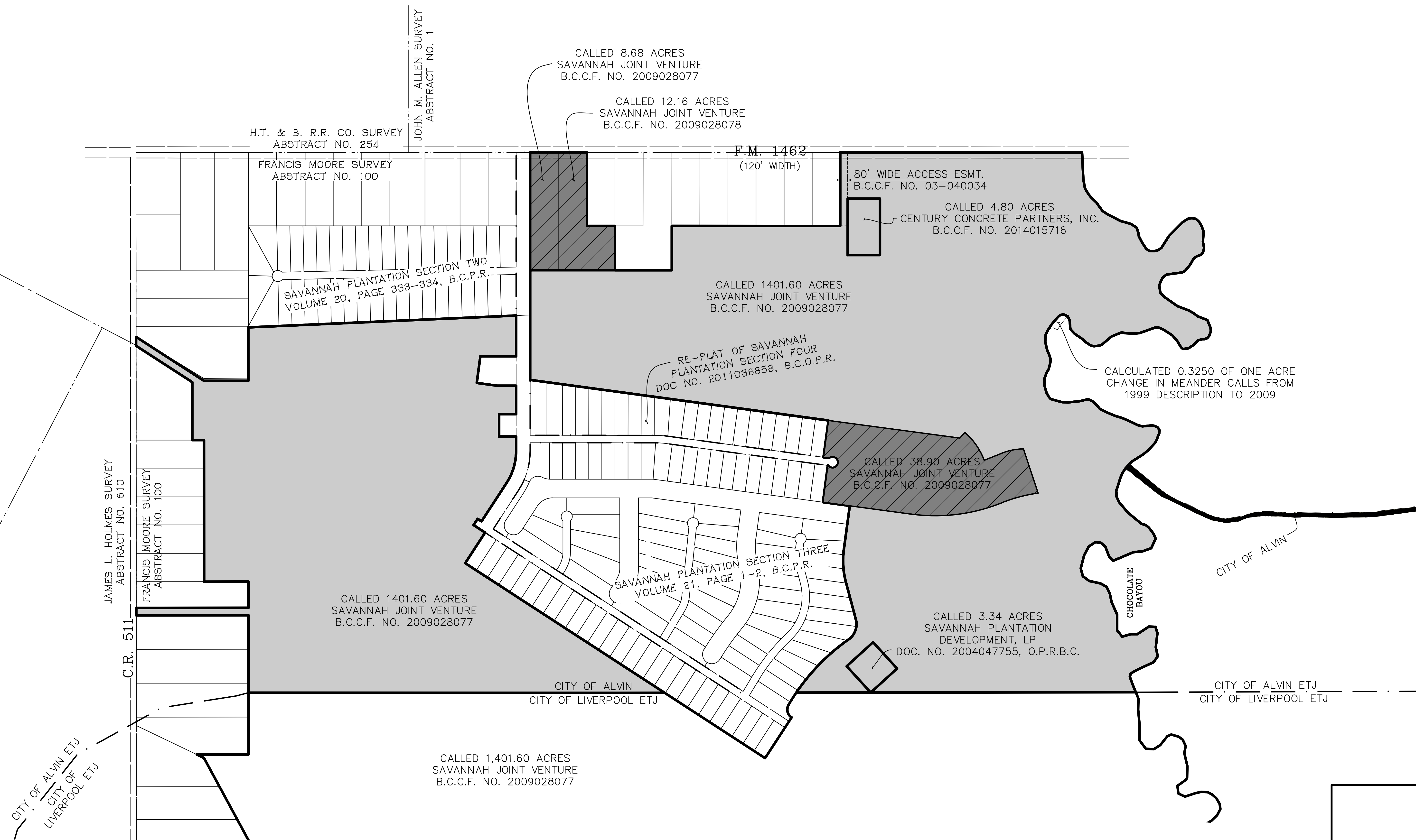


VICINITY MAP
NOT TO SCALE
KEY MAP PAGE NOS. 729 R,V,Z
730 K,N,P,Q,S,T,U,W,X



LEGEND

- EXISTING LIMITS FOR BCMUDS 48 & 49 (THE DISTRICTS)
- PROPERTY TO BE ANNEXED INTO MUDS AT A LATER DATE
- ETJ LINE



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

EXHIBIT C

ADDITIONAL TRACTS WITHIN
THE PROJECT TO BE
ANNEXED TO DISTRICTS AT A
LATER DATE

Exhibit D
Area for Discontinuance

Being a 295.76 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 295.76 acre tract of land is more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of said 2,075.08 acre tract of land, the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1 and the POINT OF

BEGINNING of the herein described tract of land;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for corner, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 436.03 feet to a point for the Northeast corner of a called 2.84 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 2.84 acre tract, 382.38 feet to a point for the Northwest

corner of said 2.84 acre tract;

THENCE South 19° 16' 54" East with the West line of said 2.84 acre tract, 287.03 feet to a point for the Southwest corner of said 2.84 acre tract;

THENCE North 70° 43' 06" East with the South line of said 2.84 acre tract, 223.05 feet to an angle point for corner;

THENCE North 62° 58' 58" East with the Southeasterly line of said 2.84 acre tract, 200.00 feet to a point for the Southeast corner of said tract, being in the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South 27° 01' 02" East with said Southwesterly right-of-way line, the Southwesterly line of said Savannah Plantation, Section Three, 304.52 feet to a point for the Northeast corner of a called 1.00 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 1.00 acre tract, 181.50 feet to a point for the Northwest corner of said 1.00 acre tract;

THENCE South 27° 01' 02" East with the Westerly line of said 1.00 acre tract, 240.00 feet to a point for the Southwest corner of said 1.00 acre tract;

THENCE North 62° 58' 58" East with the Southerly line of said

1.00 acre tract, 181.50 feet to a point for the Southeast corner of said 1.00 acre tract, being in said Southwesterly right-of-way line of Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE with the West line of said Savannah Plantation, Section Three, as follows:

- South $27^{\circ} 01' 02''$ East, 153.29 feet to a point for corner, at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of South $10^{\circ} 29' 48''$ East, 355.45 feet, a radius of 625.00 feet, a central angle of $33^{\circ} 02' 27''$, for an arc length of 360.42 feet to a point for corner;

- South $06^{\circ} 01' 25''$ West, 492.47 feet to a point for corner;
- North $83^{\circ} 58' 35''$ West, 50.00 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 80.00 feet to a point for corner;
- South $83^{\circ} 58' 35''$ East, 147.19 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 390.00 feet to a point for the Southwest corner of said Savannah Plantation, Section Three;

THENCE South $83^{\circ} 58' 35''$ East with the South line of said Savannah Plantation, Section Three, 2,543.73 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet

to a point for corner;

THENCE South 63° 00' 17" West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North 27° 03' 00" West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South 62° 57' 00" West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North 62° 57' 00" East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said

Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the POINT OF BEGINNING; containing 295.76 acres of land, more or less.

Exhibit D

Being a 522.09 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 522.09 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit D

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;

Exhibit D

- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;
- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;

Exhibit D

- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;
- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;

Exhibit D

- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;
- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;

Exhibit D

- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;
- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;

Exhibit D

- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;
- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;

Exhibit D

- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;
- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for

Exhibit D

the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, the West line of the herein described tract of land as follows:

- Along the arc of said non-tangent curve to the right, having a chord of North $17^{\circ} 20' 19''$ East, 788.14 feet, a radius of 2,230.00 feet, a central angle of $20^{\circ} 21' 25''$, an arc length of 792.31 feet to a point of non-tangent reverse curvature for corner;

- Along the arc of said non-tangent reverse curve to the left, having a chord of North $05^{\circ} 50' 56''$ West, 235.49 feet, a radius of 200.00 feet, a central angle of $72^{\circ} 08' 00''$, an arc length of 251.79 feet to a point for corner;

- North $41^{\circ} 54' 56''$ West, 411.19 feet to a point for corner at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of North $30^{\circ} 37' 03''$ West, 352.64 feet, a radius of 900.00 feet, a central angle of $22^{\circ} 35' 45''$, an arc length of 354.93 feet to a point for corner;

- North $19^{\circ} 19' 11''$ West, 470.76 feet to a point for the Northeast corner of said Savannah Plantation, Section Three, being in the South line of Savannah Plantation, Section Four as recorded in Volume 21, Pages 153-154 of the Map Records of Brazoria County, Texas and being on the south line of a called 38.90 acre tract as

Exhibit D

recorded under Brazoria County Clerk's File Number 2009028077;

THENCE South $70^{\circ} 40' 49''$ West, 289.63 feet along said south line to a point for the southwesterly corner of the said 38.90 acre tract and being the southeasterly corner of the Re-plat of Savannah Plantation Section Four as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

THENCE North $19^{\circ} 18' 09''$ West, 396.63 feet along the common line of said 38.90 acre tract and the east line of said Re-plat of Savannah Plantation Section Four to a point for beginning of a non-tangent curve to the left and being on the southerly right-of-way line of Stratford Hall Drive (80 feet wide) as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

- Along the arc of said curve to the left, having a chord of North $19^{\circ} 18' 09''$ West, 80.00 feet, a radius of 60.00 feet, a central angle of $276^{\circ} 22' 46''$, an arc length of 289.42 feet to a point on the north right-of-way line of said Stratford Hall Drive;

THENCE South $70^{\circ} 41' 51''$ West, 58.44 feet along said common line to a point for an interior corner;

THENCE North $19^{\circ} 18' 09''$ West, 397.84 feet along said common line to a point for an interior corner;

THENCE South $70^{\circ} 43' 06''$ West, 3,219.89 feet to a point for the Northwest corner of said Savannah Plantation, Section Four, in the Northeasterly line of said Savannah Plantation, Section Three,

Exhibit D

the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in said Savannah Plantation, Section Three;

THENCE North $27^{\circ} 01' 02''$ West, passing at a distance of 695.14 feet a point marking the Northernmost Northeast corner of said Savannah Plantation, Section Three, being the Southeast corner of Savannah Plantation, Section Two, as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas; and continuing for a total distance of 1,173.56 feet to a point for the Southwest corner of Savannah Plantation, Section One (Unrecorded);

THENCE with the Southeasterly line of said Savannah Plantation, Section One as follows:

- North $62^{\circ} 58' 58''$ East, 1515.00 feet to a point for corner;
- North $27^{\circ} 01' 02''$ West, 474.00 feet to a point for corner;
- North $62^{\circ} 58' 58''$ East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One;

- North $27^{\circ} 01' 02''$ West, 786.10 feet to a point for the Northeast corner of said Savannah Plantation, Section One, the Northwest corner of the herein described tract of land, in the Centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North $62^{\circ} 58' 58''$ East with said centerline and said

Exhibit D

common survey line, 2,586.70 feet to the **POINT OF BEGINNING**;
containing 531.67 acres of land, more or less.

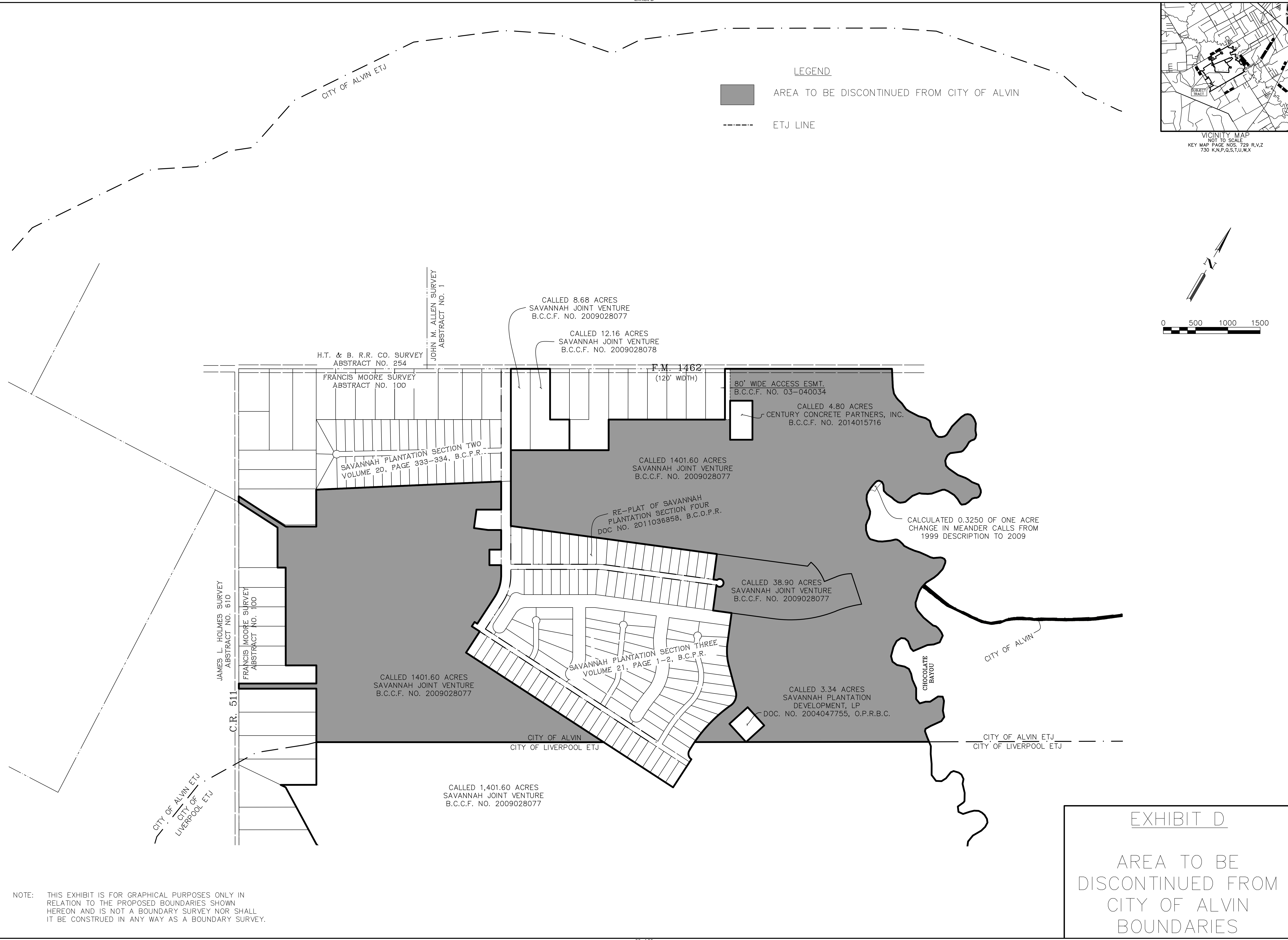
SAVE AND EXCEPT: All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755. With a total of 523.53 acres of land, more or less.

And all of an 80 foot Access Easement being 1.44 acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less.

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 06/21/18
James B. McAllister, Jr. RPLS No.
5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

EXHIBIT D

AREA TO BE
DISCONTINUED FROM
CITY OF ALVIN
BOUNDARIES

Exhibit E
Petition Lands

Exhibit E

Tract I

Being a 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.R.P.B.C.), Texas; said 2.20 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou, same being the Northeast corner of the herein described parcel;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit E

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;
- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;

Exhibit E

- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;
- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;

Exhibit E

- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;
- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;

Exhibit E

- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;
- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;

Exhibit E

- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;
- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;

Exhibit E

- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;
- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;

Exhibit E

- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, and along the arc of said non-tangent curve to the right, having a chord of North 07° 14' 17" East, 6.05 feet, a radius of 2,230.00 feet, a central angle of 00° 09' 20", an arc length of 6.05 feet to a point for corner;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- North 62° 54' 39" East, 3,601.61 feet to a point for corner;
- North 36° 03' 09" West, 71.14 feet to a point for corner;
- North 47° 14' 01" West, 95.50 feet to a point for corner;
- North 12° 25' 45" West, 40.70 feet to a point for corner;
- North 33° 25' 33" East, 91.96 feet to a point for corner;

Exhibit E

- North 38° 29' 47" East, 182.77 feet to a point for corner;
- North 07° 54' 52" East, 73.29 feet to a point for corner;
- North 39° 23' 59" West, 98.32 feet to a point for corner;
- North 20° 13' 41" West, 152.86 feet to a point for corner;
- North 45° 02' 00" West, 64.81 feet to a point for corner;
- South 64° 55' 24" West, 66.28 feet to a point for corner;
- South 29° 32' 19" West, 146.44 feet to a point for corner;
- South 62° 41' 11" West, 71.40 feet to a point for corner;
- South 47° 10' 06" West, 97.12 feet to a point for corner;
- North 66° 04' 26" West, 91.20 feet to a point for corner;
- North 27° 12' 41" West, 169.55 feet to a point for corner;
- North 50° 58' 05" West, 141.87 feet to a point for corner;
- North 38° 54' 56" West, 96.15 feet to a point for corner;
- North 52° 58' 03" West, 79.24 feet to a point for corner;
- North 87° 45' 43" West, 71.68 feet to a point for corner;
- South 75° 00' 30" West, 121.96 feet to a point for corner;
- North 80° 55' 57" West, 89.36 feet to a point for corner;
- North 41° 49' 23" West, 90.22 feet to a point for corner;
- North 12° 29' 32" West, 148.89 feet to a point for corner;
- North 13° 44' 39" East, 187.96 feet to a point for corner;
- North 69° 35' 35" East, 62.70 feet to a point for corner;
- South 76° 05' 32" East, 65.85 feet to a point for corner;
- South 48° 00' 50" East, 118.72 feet to a point for corner;
- South 70° 59' 30" East, 53.04 feet to a point for corner;
- North 40° 07' 08" East, 233.96 feet to a point for corner;
- North 57° 11' 33" East, 98.20 feet to a point for corner;

Exhibit E

- North 43° 16' 43" East, 96.13 feet to a point for corner;
- North 02° 17' 31" West, 107.94 feet to a point for corner;
- North 49° 56' 58" West, 48.74 feet to a point for corner;
- North 61° 53' 03" West, 45.92 feet to a point for corner;
- North 66° 14' 34" West, 43.36 feet to a point for corner;
- North 78° 19' 52" West, 39.83 feet to a point for corner;
- South 78° 29' 03" West, 44.42 feet to a point for corner;
- North 77° 25' 44" West, 193.15 feet to a point for corner;
- North 67° 13' 50" West, 145.73 feet to a point for corner;
- North 51° 26' 07" West, 63.15 feet to a point for corner;
- North 31° 36' 51" West, 67.66 feet to a point for corner;
- North 07° 38' 22" West, 37.38 feet to a point for corner;
- North 09° 42' 06" West, 58.63 feet to a point for corner;
- North 10° 08' 35" West, 49.51 feet to a point for corner;
- North 02° 57' 21" West, 61.05 feet to a point for corner;
- North 04° 46' 36" East, 54.96 feet to a point for corner;
- North 15° 47' 42" East, 101.14 feet to a point for corner;
- North 30° 49' 01" East, 145.66 feet to a point for corner;
- North 23° 55' 06" East, 72.03 feet to a point for corner;
- North 15° 10' 17" East, 106.23 feet to a point for corner;
- North 01° 13' 08" East, 27.06 feet to a point for corner;
- North 05° 06' 14" West, 36.59 feet to a point for corner;
- North 05° 22' 46" West, 43.71 feet to a point for corner;
- North 22° 58' 47" West, 31.17 feet to a point for corner;
- North 56° 09' 02" West, 29.12 feet to a point for corner;
- North 88° 57' 13" West, 32.44 feet to a point for corner;

Exhibit E

- South 75° 24' 28" West, 29.55 feet to a point for corner;
- South 58° 17' 24" West, 108.49 feet to a point for corner;
- South 77° 34' 48" West, 50.51 feet to a point for corner;
- South 89° 26' 04" West, 58.27 feet to a point for corner;
- South 87° 00' 20" West, 124.57 feet to a point for corner;
- South 80° 10' 34" West, 82.64 feet to a point for corner;
- South 85° 26' 05" West, 91.16 feet to a point for corner;
- North 89° 42' 38" West, 88.90 feet to a point for corner;
- North 65° 57' 46" West, 38.97 feet to a point for corner;
- North 74° 00' 35" West, 70.53 feet to a point for corner;
- North 88° 06' 40" West, 36.04 feet to a point for corner;
- South 67° 53' 48" West, 24.55 feet to a point for corner;
- South 49° 25' 33" West, 77.71 feet to a point for corner;
- South 56° 48' 14" West, 127.71 feet to a point for corner;
- South 65° 44' 53" West, 64.21 feet to a point for corner;
- South 76° 45' 00" West, 54.02 feet to a point for corner;
- South 79° 19' 18" West, 76.15 feet to a point for corner;
- North 67° 40' 45" West, 31.86 feet to a point for corner;
- North 56° 19' 30" West, 50.70 feet to a point for corner;
- North 43° 05' 31" West, 76.98 feet to a point for corner;
- North 27° 26' 58" West, 84.19 feet to a point for corner;
- North 06° 34' 31" West, 65.04 feet to a point for corner;
- North 04° 01' 07" East, 42.27 feet to a point for corner;
- North 13° 27' 43" West, 71.25 feet to a point for corner;
- North 23° 37' 58" West, 40.26 feet to a point for corner;
- North 43° 59' 08" West, 37.67 feet to a point for corner;

Exhibit E

- North 49° 22' 08" West, 65.42 feet to a point for corner;
- North 40° 22' 45" West, 89.91 feet to a point for corner;
- North 22° 47' 28" West, 75.32 feet to a point for corner;
- North 01° 53' 08" West, 56.12 feet to a point for corner;
- North 06° 21' 31" East, 71.67 feet to a point for corner;
- North 11° 22' 46" East, 47.55 feet to a point for corner;
- North 14° 30' 57" East, 63.14 feet to a point for corner;
- North 24° 58' 40" East, 30.34 feet to a point for corner;
- North 48° 48' 10" East, 37.22 feet to a point for corner;
- North 88° 04' 18" East, 54.74 feet to a point for corner;
- South 53° 10' 57" East, 49.37 feet to a point for corner;
- South 31° 08' 18" East, 93.68 feet to a point for corner;
- South 70° 03' 45" East, 66.37 feet to a point for corner;
- South 82° 37' 09" East, 97.67 feet to a point for corner;
- South 73° 17' 07" East, 48.25 feet to a point for corner;
- South 84° 28' 59" East, 67.28 feet to a point for corner;
- North 76° 05' 17" East, 32.39 feet to a point for corner;
- North 56° 20' 46" East, 44.36 feet to a point for corner;
- North 50° 15' 58" East, 34.12 feet to a point for corner;
- North 22° 37' 47" East, 141.19 feet to a point for corner;
- North 41° 03' 58" East, 118.86 feet to a point for corner;
- North 75° 33' 32" East, 39.69 feet to a point for corner;
- North 65° 27' 02" East, 94.71 feet to a point for corner;
- North 58° 18' 23" East, 58.63 feet to a point for corner;
- North 43° 10' 00" East, 173.11 feet to a point for corner;
- North 59° 07' 07" East, 37.40 feet to a point for corner;

Exhibit E

- North 85° 36' 43" East, 59.25 feet to a point for corner;
- South 84° 24' 48" East, 114.66 feet to a point for corner;
- South 68° 16' 26" East, 82.04 feet to a point for corner;
- South 58° 05' 53" East, 79.91 feet to a point for corner;
- South 75° 12' 03" East, 25.16 feet to a point for corner;
- North 54° 43' 10" East, 56.53 feet to a point for corner;
- North 29° 41' 54" East, 56.02 feet to a point for corner;
- North 19° 42' 22" East, 79.31 feet to a point for corner;
- North 46° 50' 24" East, 42.58 feet to a point for corner;
- North 62° 38' 50" East, 27.47 feet to a point for corner;
- North 41° 22' 38" East, 28.07 feet to a point for corner;
- North 14° 12' 56" East, 30.74 feet to a point for corner;
- North 08° 12' 55" West, 48.14 feet to a point for corner;
- North 29° 23' 53" West, 34.45 feet to a point for corner;
- North 49° 12' 27" West, 88.64 feet to a point for corner;
- South 84° 13' 38" West, 106.66 feet to a point for corner;
- North 80° 56' 32" West, 64.80 feet to a point for corner;
- North 87° 49' 03" West, 54.03 feet to a point for corner;
- South 83° 34' 28" West, 126.36 feet to a point for corner;
- North 82° 03' 36" West, 172.80 feet to a point for corner;
- North 70° 27' 18" West, 65.44 feet to a point for corner;
- North 36° 15' 31" West, 81.01 feet to a point for corner;
- North 06° 26' 16" West, 55.02 feet to a point for corner;
- North 02° 02' 05" East, 42.15 feet to a point for corner;
- North 24° 06' 16" East, 52.83 feet to a point for corner;
- North 55° 21' 34" East, 172.83 feet to a point for corner;

Exhibit E

- North 30° 17' 22" East, 32.99 feet to a point for corner;
- North 12° 50' 40" East, 80.47 feet to a point for corner;
- North 02° 44' 06" East, 78.70 feet to a point for corner;
- North 28° 21' 38" East, 44.91 feet to a point for corner;
- North 43° 44' 18" East, 45.11 feet to a point for corner;
- North 13° 56' 17" East, 27.81 feet to a point for corner;
- North 13° 20' 22" West, 48.27 feet to a point for corner;
- North 37° 15' 55" West, 67.21 feet to a point for corner;
- North 23° 42' 34" West, 109.84 feet to a point for corner;
- North 46° 11' 23" West, 58.92 feet to a point for corner;
- North 57° 22' 21" West, 51.30 feet to a point for corner;
- North 74° 06' 34" West, 45.83 feet to a point for corner;
- South 73° 56' 12" West, 42.54 feet to a point for corner;
- South 53° 46' 00" West, 39.21 feet to a point for corner;
- South 29° 54' 00" West, 67.60 feet to a point for corner;
- South 17° 46' 16" West, 204.51 feet to a point for corner;
- South 05° 24' 53" West, 151.10 feet to a point for corner;
- South 27° 07' 24" West, 44.43 feet to a point for corner;
- South 49° 04' 05" West, 46.69 feet to a point for corner;
- South 65° 07' 37" West, 51.40 feet to a point for corner;
- North 84° 59' 15" West, 43.83 feet to a point for corner;
- North 60° 13' 15" West, 84.33 feet to a point for corner;
- North 54° 37' 18" West, 73.81 feet to a point for corner;
- North 35° 59' 27" West, 42.35 feet to a point for corner;
- North 44° 41' 36" West, 51.48 feet to a point for corner;
- North 83° 48' 49" West, 72.59 feet to a point for corner;

Exhibit E

- South 78° 40' 17" West, 114.16 feet to a point for corner;
- North 89° 46' 42" West, 157.20 feet to a point for corner;
- North 83° 58' 31" West, 63.30 feet to a point for corner;
- North 63° 42' 25" West, 62.57 feet to a point for corner;
- North 62° 07' 23" West, 49.86 feet to a point for corner;
- North 72° 50' 52" West, 84.57 feet to a point for corner;
- North 65° 18' 15" West, 40.00 feet to a point for corner;
- North 58° 12' 19" West, 75.34 feet to a point for corner;
- North 37° 37' 45" West, 99.86 feet to a point for corner;
- North 29° 37' 12" West, 282.32 feet to a point for corner;
- South 62° 58' 58" West, 2,501.92 feet to a point for corner,

lying on the Northeast line of an 80-Foot Wide Access Easement recorded under Brazoria County Clerk's File Number 03-040034;

- North 27° 01' 02" West, with the Northeast line of said 80-Foot Wide Access Easement, continuing over and across said 1401.60 acre tract, 5.00 feet to a point for the Northwest corner of the herein described tract of land, in the centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said common survey line, 2,506.70 feet the **POINT OF BEGINNING** and containing 2.20 acres of land.

Exhibit E

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

Exhibit E

Tract II

Being a 0.43 of one acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 Official Public Records of Real Property in Brazoria County, Texas; said 0.43 of one acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point lying in the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas for corner, same being the Southwest corner of Savannah Plantation, Section One (Unrecorded), same also being the most Westerly corner of the herein described parcel;

THENCE with the Southeasterly line of said Savanna Plantation, Section One as follows:

- North 62° 58' 58" East, 1,515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One, same being the Northernmost corner of the herein described parcel;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- South 27° 01' 02" East, 5.00 feet to a point for the Easternmost corner of the herein described parcel;

Exhibit E

- South 62° 58' 58" West, 1,795.00 feet to a point for corner;
- South 27° 01' 02" East, 474.00 feet to a point for corner;
- South 62° 58' 58" West, 1,520.00 feet to a point for the
Southernmost corner of the herein described parcel, lying on the
Northeasterly right-of-way line of said Savannah Plantation Drive;
THENCE North 27° 01' 02" West with the Northeasterly right-of-way
line of said Savannah Plantation Drive 5.00 feet the **POINT OF
BEGINNING** and containing 0.43 of one acre of land.

This metes and bounds description was prepared under 22 Texas
Annotated Code 663.21 and reflects the assembly of instruments of
record to describe the political boundary limits shown hereon and
is not to be used to convey or establish interests in real property
except those rights and interests implied or established by the
creation or reconfiguration of the boundary of the political
subdivision for which it was prepared.



James B. McAllister, Jr. 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500

Tract III

Being a 1.88 acre parcel of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County, Texas; said 1.88 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of a called 2,075.08 acre tract of land, as recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, for the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah

Exhibit E

Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1, the **POINT OF BEGINNING** and the Westernmost corner of the herein described parcel;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for the Most Northerly Northeast corner of the herein described parcel, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being

in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 5.00 feet to a point for the Most Easterly Northeast corner of the herein described parcel;

THENCE over and across said 2,075.08 acre tract the following courses and distances:

- South 60° 26' 18" West, 2,861.74 feet to a point for corner;
- South 27° 03' 00" East, 570.08 feet to a point for corner;
- South 62° 57' 00" West, 482.81 feet to a point for corner;
- North 84° 05' 00" West, 854.83 feet to a point for corner;
- South 27° 03' 00" East, 83.43 feet to a point for corner;
- South 84° 05' 00" East, 715.15 feet to a point for corner;
- South 27° 03' 00" East, 617.15 feet to a point for corner;
- North 62° 57' 00" East, 126.00 feet to a point for corner;
- South 27° 03' 00" East, 1,515.00 feet to a point for corner;
- North 62° 57' 00" East, 474.00 feet to a point for corner;
- South 27° 03' 00" East, 290.00 feet to a point for corner;

Exhibit E

- South $62^{\circ} 57' 00''$ West, 1,200.00 feet to a point for corner;
- South $27^{\circ} 03' 00''$ East, 70.00 feet to a point for corner;
- North $62^{\circ} 57' 00''$ East, 1,200.00 feet to a point for corner;
- South $27^{\circ} 03' 00''$ East, 828.21 feet to a point for corner;
- North $63^{\circ} 00' 17''$ East, 3,946.47 feet to a point for corner;
- North $62^{\circ} 54' 39''$ East, 490.54 feet to a point for corner lying on the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South $83^{\circ} 58' 35''$ East with the Southwesterly line of said Savannah Plantation, Section Three, 9.15 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet to a point for corner;

THENCE South $63^{\circ} 00' 17''$ West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North $27^{\circ} 03' 00''$ West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South $62^{\circ} 57' 00''$ West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North $27^{\circ} 03' 00''$ West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North $62^{\circ} 57' 00''$ East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the

Exhibit E

Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the

Northeast corner of said Section One, Block 3;

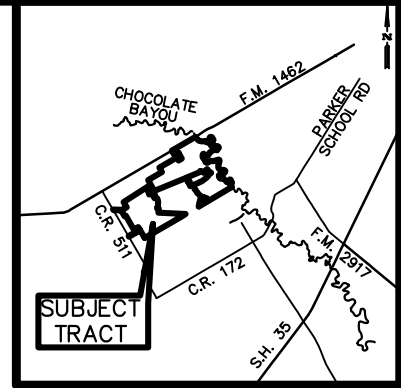
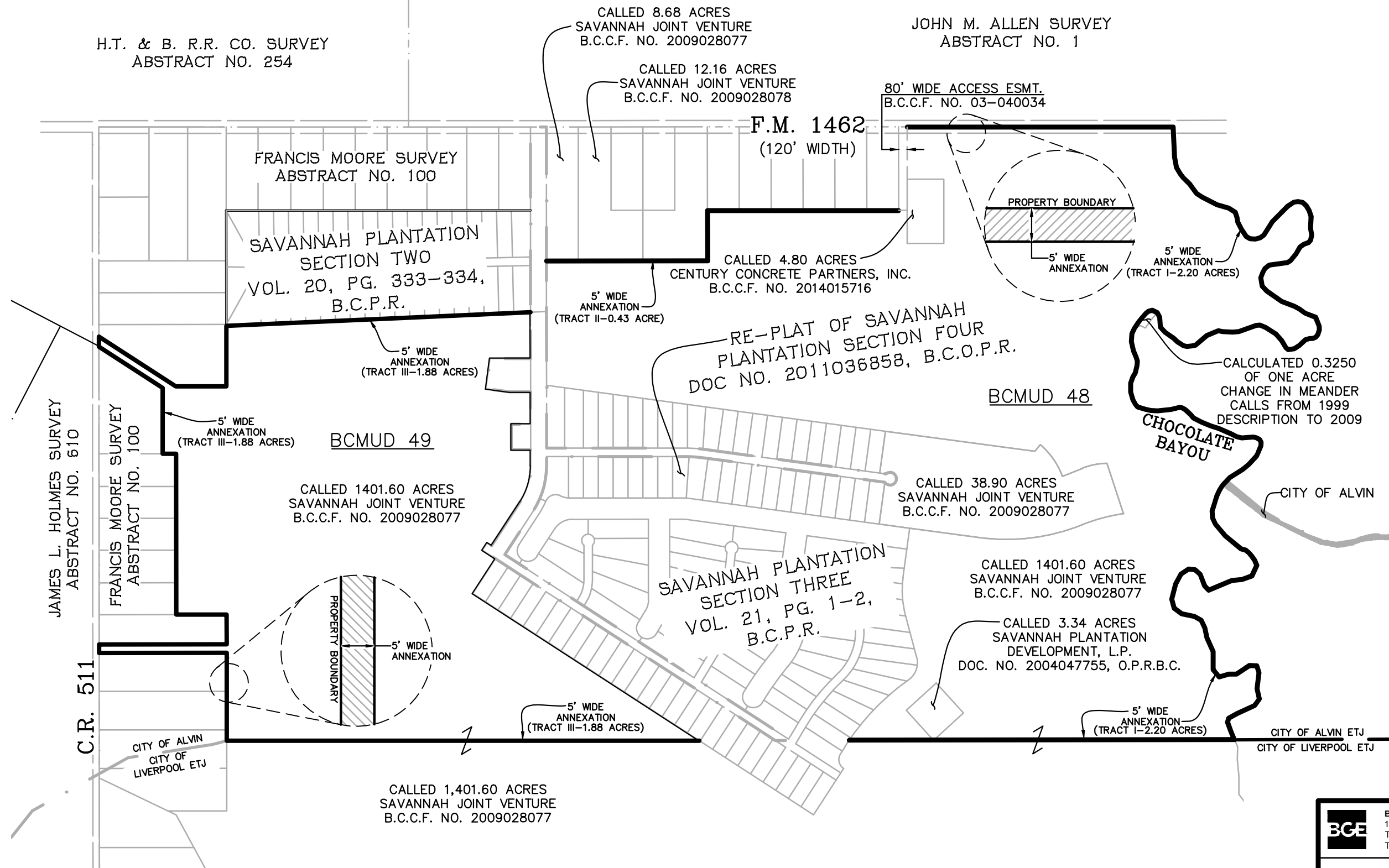
THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the **POINT OF BEGINNING** and containing 1.88 acres of land.

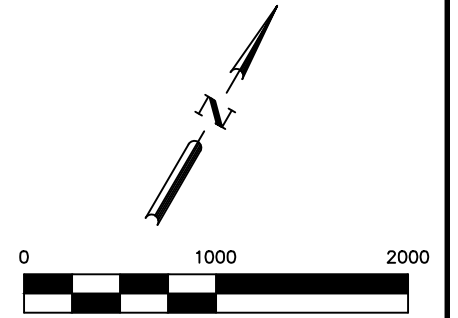
This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B McAllister 06/22/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No.
10106500



VICINITY MAP
NOT TO SCALE
KEY MAP PAGE NOS. 729 R,V,Z
730 K,N,P,Q,S,T,U,W,X



NOTE:

THIS METES AND BOUNDS DESCRIPTION WAS PREPARED UNDER 22 TEXAS ANNOTATED CODE 663.21 AND REFLECTS THE ASSEMBLY OF INSTRUMENTS OF RECORD TO DESCRIBE THE POLITICAL BOUNDARY LIMITS SHOWN HEREON AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHT AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

Copyright 2015

Exhibit E.

5' WIDE ANNEXATION PARCELS

Exhibit F
Future Annexation Lands

TRACT I

Being a 522.09 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 522.09 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;

- South 83° 58' 31" East, 62.15 feet to a point for corner;
- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;

Exhibit F

- South 43° 44' 18" West, 45.77 feet to a point for corner;
- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;
- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;

Exhibit F

- South 29° 41' 54" West, 57.57 feet to a point for corner;
- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;
- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;

Exhibit F

- South 48° 48' 10" West, 34.38 feet to a point for corner;
- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;
- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;

Exhibit F

- South 88° 06' 40" East, 37.72 feet to a point for corner;
- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;
- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;

Exhibit F

- South 09° 42' 06" East, 58.74 feet to a point for corner;
- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;
- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;

- South 87° 45' 43" East, 74.00 feet to a point for corner;
- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;
- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of

land, being in the arc of a non-tangent curve to the right, for the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, the West line of the herein described tract of land as follows:

- Along the arc of said non-tangent curve to the right, having a chord of North $17^{\circ} 20' 19''$ East, 788.14 feet, a radius of 2,230.00 feet, a central angle of $20^{\circ} 21' 25''$, an arc length of 792.31 feet to a point of non-tangent reverse curvature for corner;

- Along the arc of said non-tangent reverse curve to the left, having a chord of North $05^{\circ} 50' 56''$ West, 235.49 feet, a radius of 200.00 feet, a central angle of $72^{\circ} 08' 00''$, an arc length of 251.79 feet to a point for corner;

- North $41^{\circ} 54' 56''$ West, 411.19 feet to a point for corner at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of North $30^{\circ} 37' 03''$ West, 352.64 feet, a radius of 900.00 feet, a central angle of $22^{\circ} 35' 45''$, an arc length of 354.93 feet to a point for corner;

- North $19^{\circ} 19' 11''$ West, 470.76 feet to a point for the Northeast corner of said Savannah Plantation, Section Three, being in the South line of Savannah Plantation, Section Four as recorded in Volume 21, Pages 153-154 of the Map Records of Brazoria County,

Texas and being on the south line of a called 38.90 acre tract as recorded under Brazoria County Clerk's File Number 2009028077;

THENCE South $70^{\circ} 40' 49''$ West, 289.63 feet along said south line to a point for the southwesterly corner of the said 38.90 acre tract and being the southeasterly corner of the Re-plat of Savannah Plantation Section Four as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

THENCE North $19^{\circ} 18' 09''$ West, 396.63 feet along the common line of said 38.90 acre tract and the east line of said Re-plat of Savannah Plantation Section Four to a point for beginning of a non-tangent curve to the left and being on the southerly right-of-way line of Stratford Hall Drive (80 feet wide) as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

- Along the arc of said curve to the left, having a chord of North $19^{\circ} 18' 09''$ West, 80.00 feet, a radius of 60.00 feet, a central angle of $276^{\circ} 22' 46''$, an arc length of 289.42 feet to a point on the north right-of-way line of said Stratford Hall Drive;

THENCE South $70^{\circ} 41' 51''$ West, 58.44 feet along said common line to a point for an interior corner;

THENCE North $19^{\circ} 18' 09''$ West, 397.84 feet along said common line to a point for an interior corner;

THENCE South $70^{\circ} 43' 06''$ West, 3,219.89 feet to a point for the Northwest corner of said Savannah Plantation, Section Four, in

the Northeasterly line of said Savannah Plantation, Section Three, the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in said Savannah Plantation, Section Three;

THENCE North 27° 01' 02" West, passing at a distance of 695.14 feet a point marking the Northernmost Northeast corner of said Savannah Plantation, Section Three, being the Southeast corner of Savannah Plantation, Section Two, as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas; and continuing for a total distance of 1,173.56 feet to a point for the Southwest corner of Savannah Plantation, Section One (Unrecorded);

THENCE with the Southeasterly line of said Savannah Plantation, Section One as follows:

- North 62° 58' 58" East, 1515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One;

- North 27° 01' 02" West, 786.10 feet to a point for the Northeast corner of said Savannah Plantation, Section One, the Northwest corner of the herein described tract of land, in the Centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said common survey line, 2,586.70 feet to the **POINT OF BEGINNING**; containing 531.67 acres of land, more or less.

SAVE AND EXCEPT: All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755. With a total of 523.53 acres of land, more or less.

And all of an 80 foot Access Easement being 1.44 acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less.

TRACT II

Being a 8.68 acre tract of land, being a part of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being all of that certain called 8.68 acre tract of land as conveyed in General Warranty Deed to Savannah Joint Venture, recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County, Texas; said 8.68 acres of land being more particularly described as follows:

COMMENCING at the Northwest corner of called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of

the Official Public Records of Real Property in Brazoria County, Texas in the centerline of said F.M. 1462, said point being the Northwest corner of the Francis Moore League;

THENCE North $62^{\circ} 58' 58''$ East, along the North line of said 2,075.08 acre tract and the North line of the Francis Moore League, a distance of 4,215.00 feet to the Northwest corner of the herein described tract and **POINT OF BEGINNING**;

THENCE North $62^{\circ} 58' 58''$ East, along the North line of said 2,075.08 acre tract and the Francis Moore League, a distance of 300.00 feet to the Northeast corner of the herein described tract and the Northwest corner of Lot 2, Block 2, as described in Clerk's File 99-023299;

THENCE South $27^{\circ} 01' 02''$ East, along the West line of Lot 2, Block 2, at 60.00 feet pass the South line of said F.M. 1462, and continue for a total distance of 1,260.00 feet to the Southeast corner of the herein described tract and Southwest corner of Lot 2, Block 2 in the North line of a 55 foot drainage easement described in Clerk's File 99-023295;

THENCE South $62^{\circ} 58' 58''$ West, along the North line of said drainage easement, a distance of 300.00 feet to the Southwest corner of the herein described tract in the East line of said Savannah Plantation Drive;

THENCE North 27° 01' 02" West, along the East line of said Savannah Plantation Drive, at 1,200.00 feet pass the South line of F.M. 1462 and continue for a total distance of 1,260.00 feet to the **POINT OF BEGINNING** and containing 8.68 acres of land.

TRACT III

Being a 12.16 acre tract of land, being a part of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being all of that certain called 12.16 acre tract of land as conveyed in General Warranty Deed to Savannah Joint Venture, recorded in Clerk's File Number 2009028078 of the Official Public Records of Real Property in Brazoria County, Texas; said 12.16 acres of land being more particularly described as follows:

COMMENCING at the Northwest corner of called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas in the centerline of F.M. 1462, said point being the Northwest corner of the Francis Moore League;

THENCE North 62° 58' 58" East, along the North line of said 2,075.08 acre tract and the North line of the Francis Moore League, a distance of 4515.00 feet to a point marking the Northwest corner of the herein described tract and also the **POINT OF BEGINNING**, said point being the Northeast corner of Lot

1 as described in a deed to JM Texas Land Fund No. 4, L.P.
recorded in Clerk's File 2006-025280;

THENCE North $62^{\circ} 58' 58''$ East, along the North line of said
2,075.08 acre tract and the Francis Moore League, a distance of
307.50 feet a point marking the Northeast corner of the herein
described tract and the Northwest corner of Lot 3 as described
in a deed to Javier O. Pena recorded in Clerk's File 1999-
008547;

THENCE South $27^{\circ} 01' 02''$ East, along the West line of the
Pena tract, at 60.00 feet pass the South line of F.M. 1462, and
continue for a total distance of 786.00 feet to the Southwest
corner of the Pena tract;

THENCE North $62^{\circ} 58' 58''$ East, and the South line of the
Pena tract, a distance of 300.00 feet to the Southeast corner of
the Pena tract, the Southwest corner of Lot 4 as described in a
deed to Dwayne R. Epler recorded in Clerk's File 1999-011844,
and a corner of Lot 5 as described in a deed to Samuel Izaguirre
recorded in Clerk's File 1999-041757;

THENCE South $27^{\circ} 01' 02''$ East, along the most Westerly line
of the Izaguirre tract, a distance of 474.00 feet to the
Southeast corner of the herein described tract and the Southwest
corner of the Izaguirre tract, said point being in the North
line of the JM Texas Land Fund No. 4, L.P. tract recorded in
Clerk's File 2006-0025278;

THENCE South 62° 58' 58" West, with the line of said JM Texas Land Fund No. 4, L.P. tract, a distance of 607.50 feet to the Southwest corner of the herein described tract and the Southeast tract of the aforementioned JM Texas Land Fund No. 4, L.P. tract recorded in Clerk's File 2006-025280;

THENCE North 27° 01' 02" West, along the East line of said JM Texas Land Fund No. 4, L.P. tract, at 1,200.00 feet pass the South line of F.M. 1462, and continue for a total distance of 1,260.00 feet to the **POINT OF BEGINNING** and containing 12.16 acres of land.

The herein described Tract I, Tract II and Tract III containing a combined 542.93 acres of land.

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



James B. McAllister, Jr. 07/11/18
James B. McAllister, Jr. RPLS No. 5717
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying
Firm No. 10106500

Being a 295.76 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 295.76 acre tract of land is more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of said 2,075.08 acre tract of land, the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1 and the POINT OF

BEGINNING of the herein described tract of land;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for corner, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 436.03 feet to a point for the Northeast corner of a called 2.84 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 2.84 acre tract, 382.38 feet to a point for the Northwest

corner of said 2.84 acre tract;

THENCE South 19° 16' 54" East with the West line of said 2.84 acre tract, 287.03 feet to a point for the Southwest corner of said 2.84 acre tract;

THENCE North 70° 43' 06" East with the South line of said 2.84 acre tract, 223.05 feet to an angle point for corner;

THENCE North 62° 58' 58" East with the Southeasterly line of said 2.84 acre tract, 200.00 feet to a point for the Southeast corner of said tract, being in the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South 27° 01' 02" East with said Southwesterly right-of-way line, the Southwesterly line of said Savannah Plantation, Section Three, 304.52 feet to a point for the Northeast corner of a called 1.00 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 1.00 acre tract, 181.50 feet to a point for the Northwest corner of said 1.00 acre tract;

THENCE South 27° 01' 02" East with the Westerly line of said 1.00 acre tract, 240.00 feet to a point for the Southwest corner of said 1.00 acre tract;

THENCE North 62° 58' 58" East with the Southerly line of said

1.00 acre tract, 181.50 feet to a point for the Southeast corner of said 1.00 acre tract, being in said Southwesterly right-of-way line of Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE with the West line of said Savannah Plantation, Section Three, as follows:

- South $27^{\circ} 01' 02''$ East, 153.29 feet to a point for corner, at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of South $10^{\circ} 29' 48''$ East, 355.45 feet, a radius of 625.00 feet, a central angle of $33^{\circ} 02' 27''$, for an arc length of 360.42 feet to a point for corner;

- South $06^{\circ} 01' 25''$ West, 492.47 feet to a point for corner;
- North $83^{\circ} 58' 35''$ West, 50.00 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 80.00 feet to a point for corner;
- South $83^{\circ} 58' 35''$ East, 147.19 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 390.00 feet to a point for the Southwest corner of said Savannah Plantation, Section Three;

THENCE South $83^{\circ} 58' 35''$ East with the South line of said Savannah Plantation, Section Three, 2,543.73 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet

to a point for corner;

THENCE South 63° 00' 17" West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North 27° 03' 00" West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South 62° 57' 00" West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North 62° 57' 00" East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the Southeast corner of said Section One, Block 3;

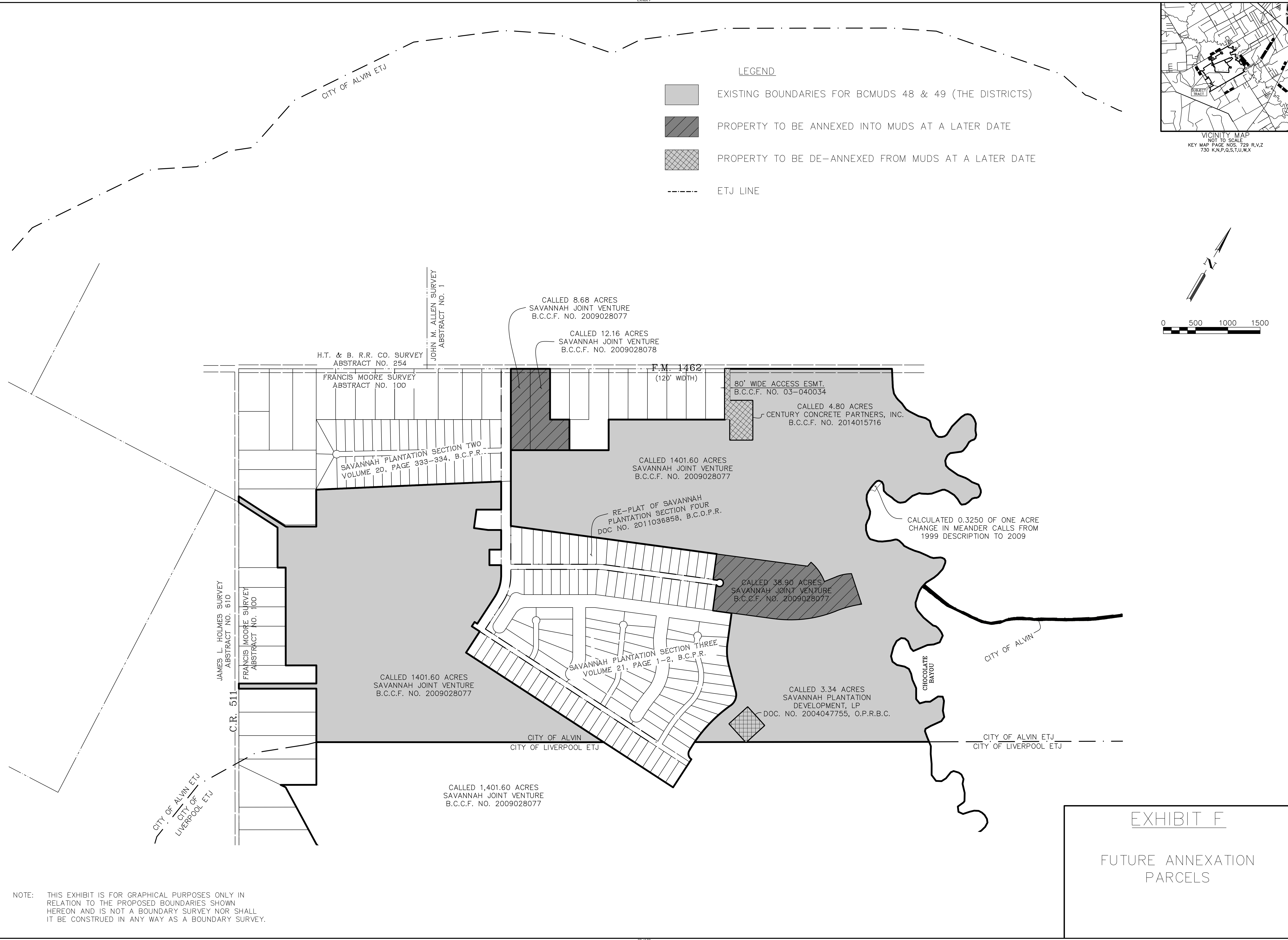
THENCE with the Northeasterly and Northwesterly lines of said

Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the POINT OF BEGINNING; containing 295.76 acres of land, more or less.



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

Exhibit F-1
Notice to Purchasers Regarding Future Annexation
Into the Corporate Limits of the City of Alvin

NOTICE TO PURCHASERS REGARDING FUTURE ANNEXATION INTO THE
CORPORATE LIMITS OF THE CITY OF ALVIN, TEXAS

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

The real property, described below, that you are about to purchase (as described on **Exhibit “A”** attached hereto and hereinafter referred to as the “**Property**”) is located in Brazoria County Municipal Utility District No. ____ (the “**District**”). As part of your closing document package, you were provided and executed a Notice to Purchasers required by Section 49.452 of the Texas Water Code that discusses the District’s taxing authority, including its authority to issue bonds and levy an unlimited rate of tax in payment of such bonds.

The District currently is located in whole or in part within the extraterritorial jurisdiction of the City of Alvin, Texas (the “**City**”). On _____, 2018, Walton Texas, LP, the prior owner of the Property, executed a Petition for Future Annexation of Land Within the Boundaries of Brazoria County Municipal Utility District No. 48 and Brazoria County Municipal Utility District No. 49 (the “**Annexation Petition**”). The Annexation Petition was recorded in the Real Property Records of Brazoria County, Texas under Clerk’s File No. _____ on _____, 2018. The Annexation Petition authorizes the City to annex the Property into its corporate limits upon the terms and conditions set out in the Annexation Petition.

The Annexation Petition runs with the Property and is binding on any and all future owners of the Property. The undersigned buyer(s) of the Property understand(s) that the Property will be annexed into the corporate limits of the City in the future without your further notice or consent.

[insert name of Seller]

Date

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, as _____ of _____, a _____
corporation.

(NOTARY SEAL)

Notary Public in and for the State of TEXAS

The undersigned purchaser(s) hereby acknowledge(s) receipt of the foregoing Notice to Purchasers Regarding Future Annexation Into the Corporate Limits of the City of Alvin, Texas, at or prior to execution of a binding contract for the purchase of the Property or at the closing of the purchase of the Property.

Date

By: _____
Name: _____
Title: _____

Date

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
20__, by _____.

(NOTARY SEAL)

Notary Public in and for the State of TEXAS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
20__, by _____.

(NOTARY SEAL)

Notary Public in and for the State of TEXAS

AFTER RECORDING, RETURN TO:

Exhibit G
STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into, effective as of _____, 2018, by and between the CITY OF ALVIN, TEXAS, a municipal corporation and home rule city of the State of Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. ___, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer and drainage and other facilities to the land within the District's boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City but is not within its corporate limits. The District comprises approximately ____ acres, and is to include a master planned community (the "Development").

The City has determined that the Development can best proceed pursuant to a Development Agreement with the District and the developer of land within the Development (the "Owner") and a Strategic Partnership Agreement with the District pursuant to the provisions of Texas Local Government Code, Section 43.0751 (the "Act"). In that regard, the City, the District and the Owner have entered into that certain Development Agreement dated _____, 2018 (the "Development Agreement"), to provide for certain terms and conditions in connection with the completion of the Development.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and conditions under which services will be provided and funded to serve the District and under which the District will continue to exist for an extended period of time after all or a portion of the land within the District is annexed by the City for general purposes.

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

ARTICLE 1 DEFINITIONS

1.01. Definitions. The terms Act, City, Development, Agreement, District, and ETJ shall have the meanings set out in the recitals hereto. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

City Consent means Ordinance No. _____ consenting to the creation of the District, and the terms and conditions of such consents described therein.

Commercial means all nonresidential development, except for developments owned by a tax-exempt entity, a non-profit entity, or a homeowner or property owner association.

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

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

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the parties hereto and to define the terms and conditions under which the District will be annexed by the City at a future date, as agreed hereunder, as an alternative to annexation without the consent of the District.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who

wanted to present testimony or evidence regarding this Agreement were given the opportunity to do so. Notice of each hearing was given prior to the hearing in accordance with the Act.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to annexation.

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02 herein, the City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. 90% of the District's water, wastewater, drainage, road and park facilities have been constructed; and

2. each entity comprising the Owner has, or each entity comprising the Owner's successors or assigns have, been reimbursed by the District to the maximum extent permitted by the rules of the Commission or the City assumes any obligation of the District for such reimbursement to each entity comprising the Owner under such rules.

b. If the City wishes to complete the District facilities in order to comply with subsection a, item 1, above, the District will cooperate with the City to provide access to the District's facilities and allow such connection or supplement thereto as may be reasonably necessary upon written notice of its intent to so complete from the City to the District; provided that any such construction by or on behalf of the City shall be sufficient to provide water supply and distribution, wastewater collection and treatment, and drainage, road and park facilities to the entire unserved portion of the District.

c. The Owner is currently the owner of the land comprising the District, and as such has petitioned for annexation by the City consistent with the terms of this Agreement, with such petition to be filed in the Official Records of Brazoria County, Texas, and be binding upon successors in ownership of the Development.

d. The City will provide notice of any annexation in accordance with Texas Local Government Code, Chapter 43, Subchapter C-1.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01 above, the City may annex any Commercial portions of the District (including any rights-of-way or other non-residential strips required to connect the commercial tracts to the City's boundaries) (the "Annexed Commercial Property") for limited purposes to allow the City to collect its sales and use taxes in such areas; provided that the City shall not be entitled to levy any additional taxes, including property taxes, fees or assessments within the area of limited-purpose annexation except as may be levied or collected in the District as a whole. In such event, the District shall remain in existence, with full powers, and any Annexed Commercial Property also shall remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater and drainage facilities and services. This annexation provision is in lieu of any annexation of residential property prior to the annexation of the entire District as provided in this Article.

2.03. Annexation procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in an annexation plan pursuant to Texas Local Government Code, Section 43.052(h)(3)(B).

2.04. Operations prior to full annexation. Prior to annexation of the entire District and except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility district provided by law.

2.05. Continuation of the District following full annexation. Upon annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's utility system into the City's utility system, following which period the City shall act to abolish the District in accordance with applicable law; provided that, if the City has not abolished the District within 120 days after such annexation under Section 2.01 above, the District shall be automatically abolished on the 121st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon full annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.06. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to take all steps necessary to prevent such incorporation or annex that portion of the District attempting to incorporate.

2.07. Payments in lieu of full annexation. Payments to be made by the District to the City pursuant to Article 3 herein, plus a fee of \$1,000.00 per year, payable on or before January 31 of each year upon invoice from the City, during which this Agreement is in effect, shall constitute the District's payment in lieu of full annexation. The City and the District hereby waive their respective right to request a cost-of-services study for the purpose of determining the payment in lieu of full annexation. Both the City and the District waive their right to request a renegotiation of the methodology for calculating the payment in lieu of full annexation.

ARTICLE 3

ALLOCATION OF MUNICIPAL SERVICES WITHIN THE DISTRICT

3.01. Fire Services. The District will be provided with fire protection services by the emergency services district serving the area of the District, and not by the City.

3.02. Police protection. If the District provides for the provision of enhanced police protection services within the District, it may either contract with a third-party provider of such services or request that the City provide such services. The City, in its sole discretion, may choose not to provide enhanced police protection to the District. The City shall notify the District within 60 days of receipt of a request to provide enhanced police protection services of the City's decision to provide or not provide the requested services. The City shall have no liability to the District or its residents or landowners if it does not choose to provide police protection. The District may, in such event, provide such police protection contracting with a third-party provider. If the City agrees to provide such services, payment to the City with regard to any police protection provided under this Section by a separate written agreement shall be based upon the actual costs of the City, including reasonable overhead, in providing such services.

3.03. Water, wastewater and drainage services. The District shall be responsible for provision of water, wastewater, and drainage services within the District, including any Commercial areas annexed by the City pursuant to Section 2.02, above. The District will cooperate with the adjacent Brazoria County Municipal Utility District No. 4_ and 50 for joint water and wastewater facilities to serve the Project.

3.04. Garbage Collection Services. The District will enter into a contract with a third-party provider to provide garbage collection services to the residents of the District at a rate to its customers not less than the rate established in the City Code of Ordinances for similarly situated customers.

ARTICLE 4

SALES AND USE TAX PROVISIONS

4.01. Imposition of sales and use tax. The City is hereby authorized to impose its sales and use taxes within the boundaries of the Annexed Commercial Property of the District following limited purpose annexation pursuant to Section 2.02, above.

ARTICLE 5 DEFAULT, NOTICE AND REMEDIES

5.01. Default; notice. A breach of any material provision of this Agreement, after notice and an opportunity to cure, shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

5.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

- a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and
- b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 6 MISCELLANEOUS

6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Brazoria County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Texas Local Government Code, Section 43.0751(c). In the event of annexation of the District by the City, the Owner shall be considered a third-party beneficiary of this Agreement.

6.02. Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for 40 years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement may be extended, at the District's request, with City approval, for successive one-year periods until all land within the District has been annexed into the City.

6.03. Notice. Any notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Alvin
216 West Sealy
Alvin, Texas 77511
Attn: Junru Roland

District: Brazoria County Municipal Utility District No. ____
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Timothy Austin

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

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

6.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

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

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

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

6.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

6.10. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

6.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

6.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF ALVIN, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. ____

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on this the ____ day of _____, _____, by _____, Mayor of the City of Alvin, Texas, on behalf of said municipal corporation.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on this the ____ day of _____, _____, by _____, _____ of the Board of Directors of Brazoria County Municipal Utility District No. ____, a political subdivision of the State of Texas, on behalf of said political subdivision.

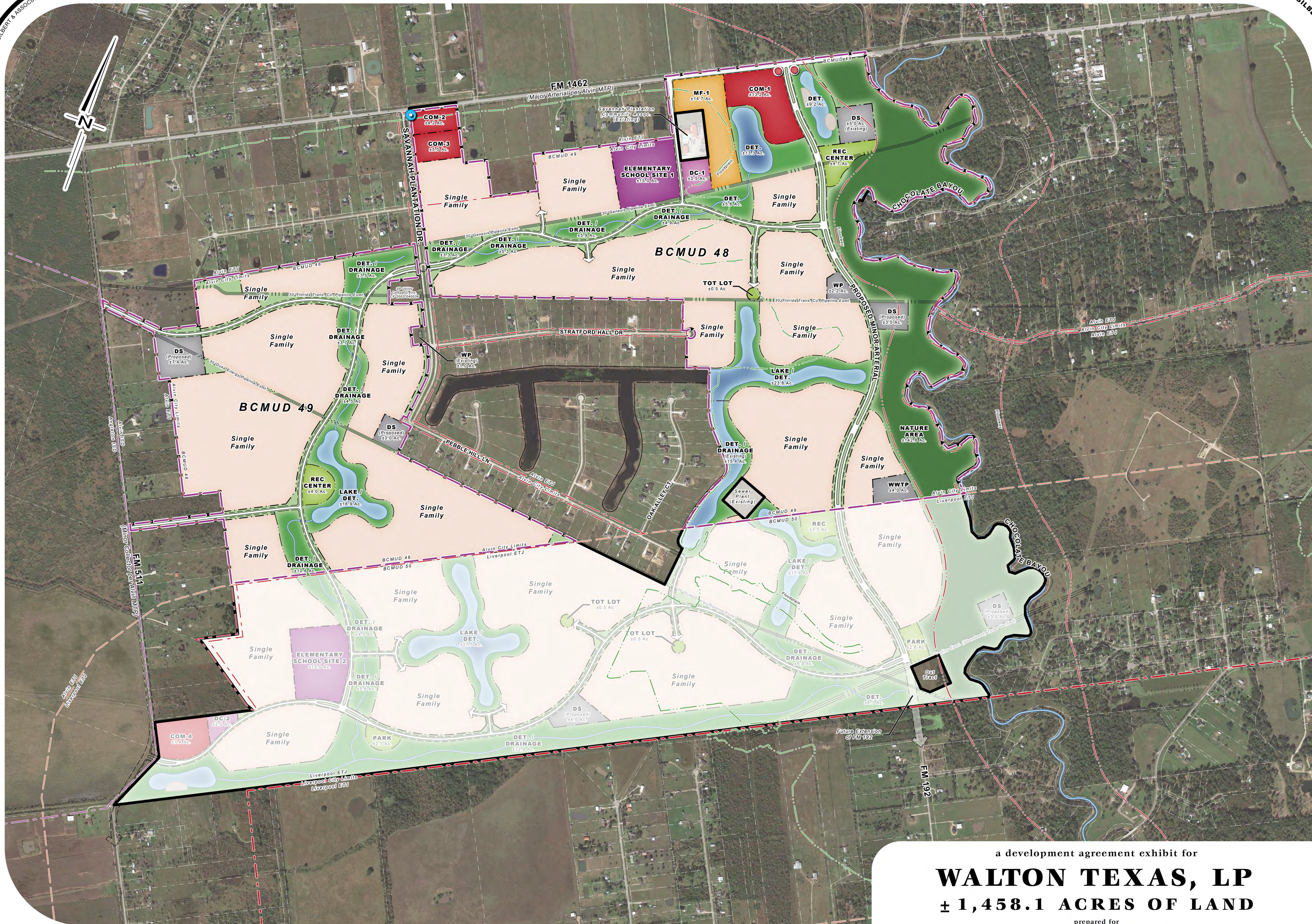
Notary Public, State of Texas

(NOTARY SEAL)

**Exhibit A to SPA
MUD Legal Description**

**Exhibit B to SPA
Consent Conditions**

Exhibit H
Conceptual Plan of the Property



a development agreement exhibit for
WALTON TEXAS, LP
± 1,458.1 ACRES OF LAND

prepared for
Walton™
BGE KERRY R. GILBERT & ASSOCIATES

— Land Planning Consultants —
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494

7000 North Mopac, Suite 330 Austin, TX 78731
2595 Dallas Parkway, Suite 204 Frisco, TX 75034

Tel: 281-579-0340

SCALE
0 250 500 1000

JUNE 21, 2018
KGA #18001A

EXHIBIT
H

CONCEPTUAL PLAN

LAND USE SUMMARY	BCMUD 48	BCMUD 49	TOTALS
SF - STANDARD SINGLE FAMILY	233.9 ACRES	210.5 ACRES	448.4 ACRES
MF - MULTIFAMILY	14.7 ACRES	- ACRES	14.7 ACRES
COM - COMMERCIAL	22.4 ACRES	- ACRES	22.4 ACRES
SCHOOL & DAY CARE	18.5 ACRES	- ACRES	18.5 ACRES
DET/OS - DETENTION / OPEN SPACE	89.5 ACRES	42.7 ACRES	132.2 ACRES

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Exhibit I
Variances

Exhibit I

Variances

The City and Owner acknowledge that the Conceptual Plan Plat is the preliminary plan for the development of the Property. The parties acknowledge and agree that certain variances from the Subdivision Ordinance, Chapter 21 in the City's Code of Ordinances, are needed to facilitate the overall look, feel, and quality of the development as contemplated by said Master Plat. The parties intend that the variances listed below are only those variances not already covered and addressed in previous sections of this Agreement and will be applicable to this development only, and are in addition to those variances covered and addressed in previous sections of this Agreement.

Subdivision Ordinance No. 62-A: Section 21&23 ½

City's Design Standards and Construction Standards

Sec. 21-33. Streets.

- (a) Minor Arterial - The right-of-way width to be dedicated for a minor arterial shall be at least one hundred feet (100') and 12' minimum varying width median; except at all intersections with another arterial roadway where the right-of-way width will be widened to one hundred twenty feet (120') for a distance of not less than one hundred twenty feet (120') as measured from the edge of the intersecting right-of-way.
- (b) Residential Collector - The right of way width to be dedicated for a residential collector shall be sixty feet (60').
- (c) Residential Street - The right-of-way width to be dedicated for all other streets shall be at least fifty feet (50') for streets with storm sewers that are not on open ditches and exclusively serving single-family residential lots and non-traditional homes.
- (d) Dead-end Streets – Cul-de-sacs shall be no longer than twelve hundred feet (1200') or serve 35 lots or less.
- (e) Street Design – The details of the street design that is not covered within this agreement shall conform to the Brazoria County Infrastructure Design Manual.

Sec. 21-36. Blocks

- (a) No block shall exceed a length of two thousand six hundred feet (2,600') along an arterial road and one thousand four hundred feet (1,400') along a collector street.

Sec. 21-37. Lots

- (a) Minimum setback Lines - plats shall be approved unless building setback lines do not conform with the following standards, all of which shall be measured from the property line:

Front:

Single Family Residential Lots - Twenty feet (20') front set back
All Other Uses and Development – Twenty-five feet (25').

Exhibit I

Side:

Single Family Residential Lots – Five feet (5').

All Other Uses and Development – Seven and one-half feet (7.5') at a minimum

Corner:

Single Family Residential Lots – Ten feet (10') for single family residential lots siding a sixty foot (60') right-of-way or greater, or fifteen feet (15') for single family residential lots siding a fifty foot (50') right-of-way.

All Other Uses and Development – Fifteen (15') on the side street;

- (b) Lot dimensions – There shall be a variety of single family residential lots based on the market, and they will be at least 5,500 square feet with a minimum fifty (50) feet width requirement; however, the Owner may construct non-traditional homes (i.e. townhomes, patio homes, etc.). Lots encompassing such non-traditional homes are not subject to the 5,500 square foot minimum requirement; provided no more than 25% of the development shall encompass non-traditional homes. The Owner must follow the City Code of Ordinances relating to non-traditional homes (condominiums, patio homes, townhouses, apartments, etc).

Sec.23-1/2 - Townhomes, Condominiums and Patio Homes

Article I. – Townhouse

Sec.23-1/2-5. Units and Area

- (a) There shall be at least two (2) connected units in each townhouse group.

Density.

The parties agree that development of the Property shall be in accordance with the Master Plat and the requirements of this Agreement. The number of single-family residential housing units within the Property shall not exceed 3,000 units, and the number of multi-family structure shall not exceed 500 units; provided, however, to allow the Owner a certain amount of flexibility to respond to market conditions, any quantity of this Section 4.1 may be increased to a different quantity than specified, subject to prior written notice by the Owner to the City, so long as such variance does not exceed the quantity set forth herein by more than 5%. The Owner may develop commercial property without any limitation on the maximum amount of commercial acreage. In the event that the Owner acquires additional property which the City and the Owner agrees to make subject to this Agreement, the density requirements set forth in this paragraph shall be increased proportionately based on the ratio that the amount of such additional property bears to the Property.

Open Space and Parkland Dedication.

- (a) Open Space - The Owner has provided a Master Parks Plan (Exhibit K) the proposed park and recreation facilities. The Owner hereby agrees to dedicate to the Districts a minimum of seven (7) percent of the total area in acres of reserve, pipeline easements, parkland and open space (collectively, the "*Open Space*") and the MUD shall be responsible for the maintenance of the Open Space. One hundred percent of the area designated for recreation centers, neighborhood parks, tot lots, green belts, pipelines easements, utility easements, landscape reserves, drill sites, and any open space within the project that tie into the overall Master Parks Plan may be included as Open Space. Fifty percent (50%) of the area designated for lakes, drainage, detention basins and nature areas may be included as Open Space. Areas within the floodplain or floodway zones will qualify as

Exhibit I

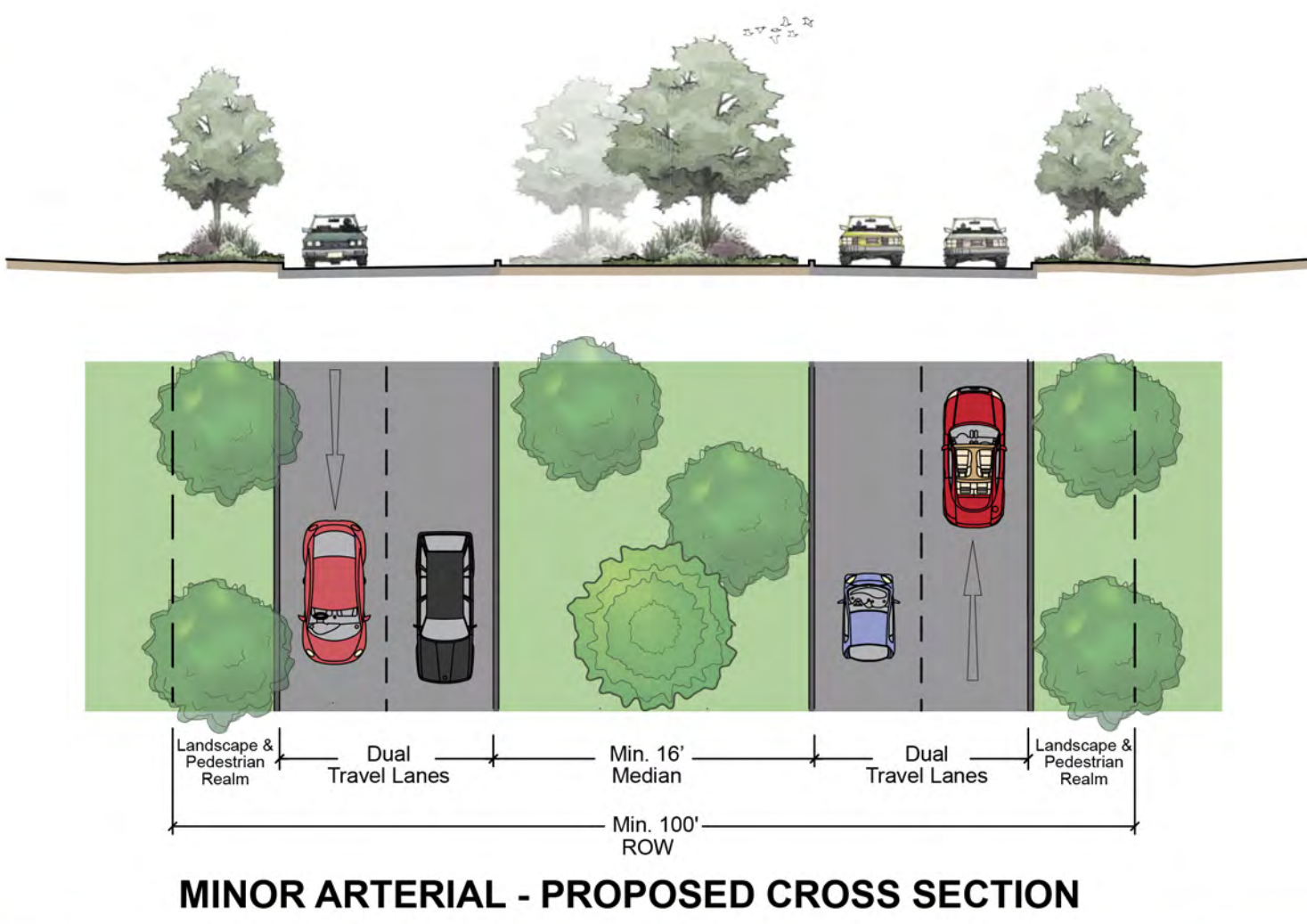
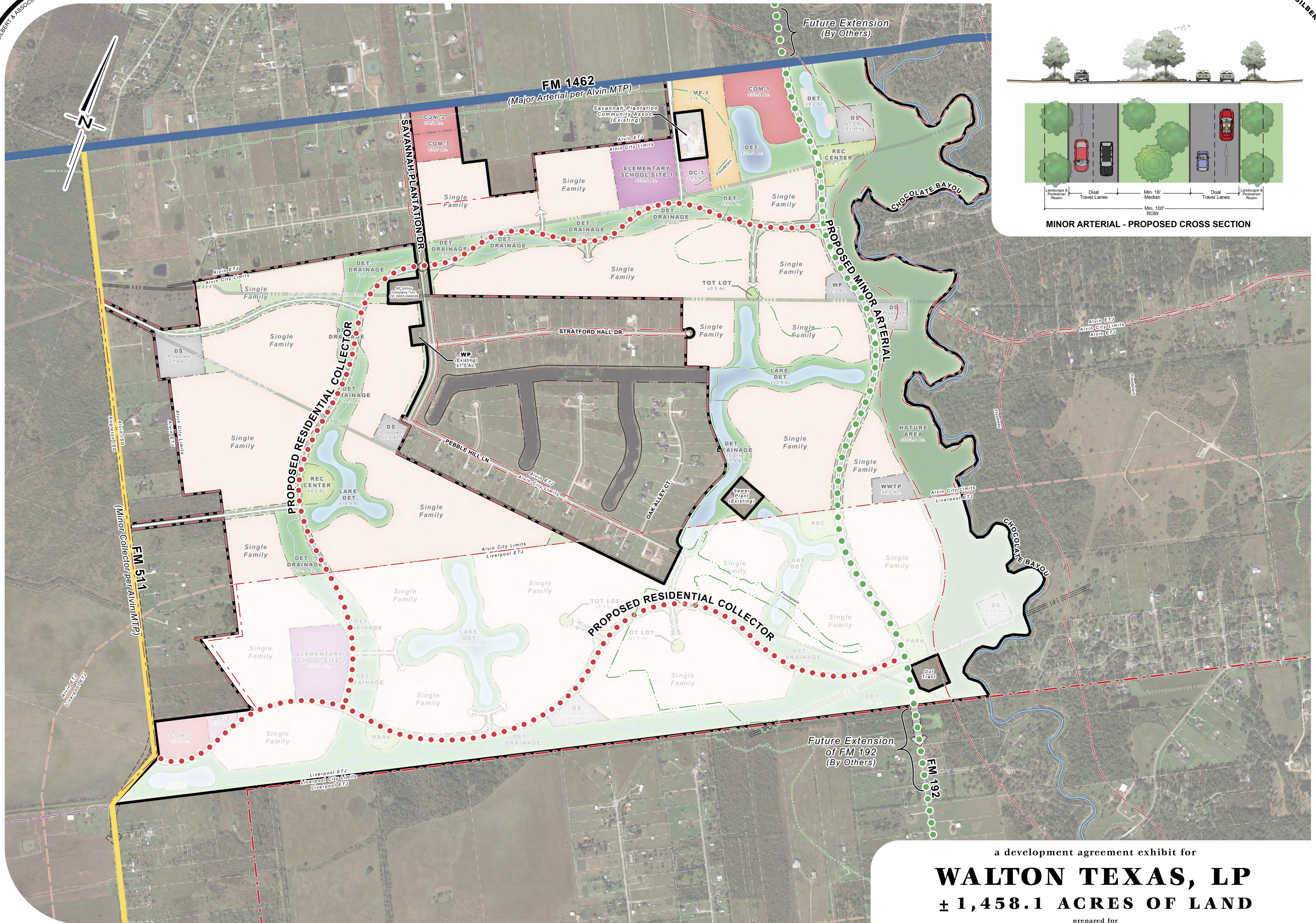
Open Space. The Owner hereby agrees to substantially comply with the type and acreage of park and recreation facilities shown on the Master Parks Plan, although the Owner reserves the right to change specific locations and layouts of any particular park and recreation facility.

- (b) Park Land Dedication – The Owner has provided a Master Parks Plan that provides Open Space including nature areas, trails, park and recreational amenities to benefit areas within the City and within the ETJ, including the Property.

Exhibit I

Brazoria MUD 48 & 49 - Applicable Design Regulations		
Streets		
Minor Arterial ROW//Radius	100'/750' R	
Major Collector ROW/Radius	80'/300' R	
Residential Collector ROW/Radius	60'/300'	
Residential ROW/Radius	50'/No minimum	
Alleys/Radius	20' ROW/50' R	
Block Length		
Minor Arterial	2,600'	
Collector	1,400'	
Points of Access	2 per section (Blvd (Minor Arterial) counts as 2 poa)	
Cul-de-sacs		
Length	1200' or 35 Lots	
ROW Radius/Paving	50' R/85' Dia	
Sidewalks (Collectors and Arterial)	4' on each side	
Minimum Lot Sizes	Typical	50'/ 5,500 sf
	PH	40'/ 4,000 sf
	TH	20'/ 2,000 sf
Building Setback Lines		
Front (Residential)	Typical	20'
	PH	10' (50 row) / 25' (60 row)
	TH	15'
Side lot setback	5' (PH - 5'/5' or 10'/0')	
Corner side (Collector)	15'	
Corner side (Residential)	10'	
Open Space	7% (as defined in Development Agreement)	

Exhibit J
Major Thoroughfare Plan



LEGEND

- EXISTING MAJOR ARTERIAL (PER ALVIN MTP)
- PROPOSED MINOR ARTERIAL (PER BRAZORIA COUNTY MTP)
- EXISTING MINOR COLLECTOR (PER ALVIN MTP)
- PROPOSED RESIDENTIAL COLLECTOR

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

©2016 BGE | KERRY R. GILBERT & ASSOCIATES, ALL RIGHTS RESERVED

EXHIBIT

MAJOR THOROUGHFARE PLAN

a development agreement exhibit for
WALTON TEXAS, LP
± 1,458.1 ACRES OF LAND

prepared for
Walton™

BGE KERRY R. GILBERT
& ASSOCIATES

— Land Planning Consultants —
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494

7000 North Mopac, Suite 330
Austin, TX 78731

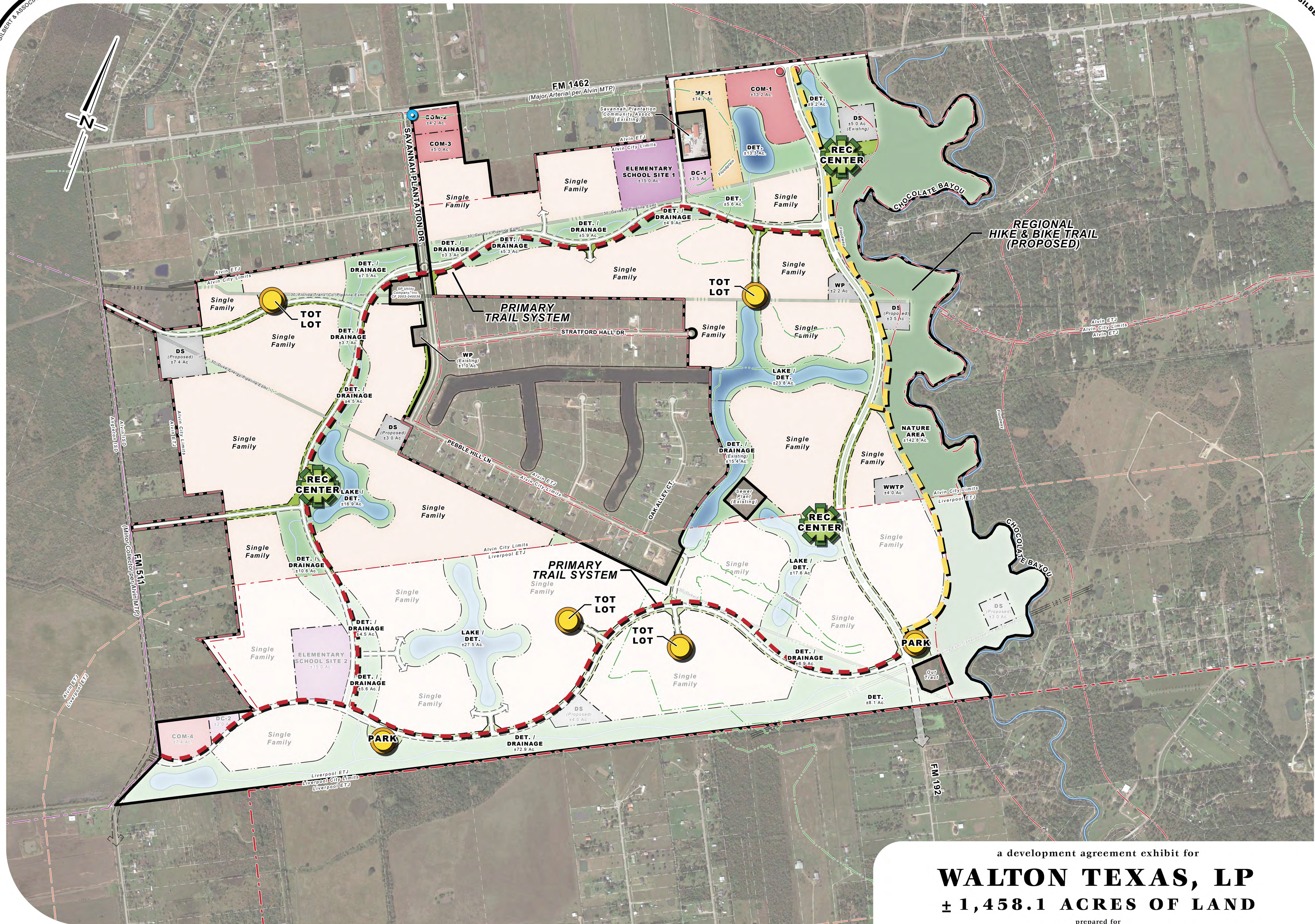
2595 Dallas Parkway, Suite 204
Frisco, TX 75034

Tel: 281-579-0340

SCALE
0 250 500 1000

MAY 1, 2018
KGA #18001A

Exhibit K
Master Parks Plan



LEGEND

- REGIONAL HIKE & BIKE TRAIL
- RECREATION CENTER
- PRIMARY TRAIL SYSTEM
- TOT LOT / PARK

MUD 48 & MUD 49 OPEN SPACE / PARK LAND DEDICATION

LEGEND	
TOTAL MUD 48 & 49 ACREAGE	±831.6 Ac.
OPEN SPACE - 7% REQUIRED DEDICATION	±58.2 Ac.
PARK LAND DEDICATION (435.6 Sq. Ft./D.U.) WITH 5% DEVIATION	±36.8 Ac.
TOTAL ACREAGE REQUIRED	±95.0 Ac.

EXHIBIT K

a development agreement exhibit for WALTON TEXAS, LP ± 1,458.1 ACRES OF LAND

prepared for
Walton™

BGE KERRY R. GILBERT
& ASSOCIATES

— Land Planning Consultants —
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494

7000 North Mopac, Suite 330
Austin, TX 78731

2595 Dallas Parkway, Suite 204
Frisco, TX 75034

Tel: 281-579-0340

SCALE
0 250 500 1000

MAY 23, 2018
KGA #18001A

MASTER PARKS PLAN

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Consider Ordinance 18-R, granting consent to the creation of Brazoria County Municipal Utility District Number 48; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: Walton Texas, LP, has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes land outlined in Municipal Utility Districts (MUDs) Number 48 and Number 49. MUD 48 includes approximately 492.77 acres of land, which, as of the passing of City of Alvin Ordinance 18-Q, is now in the City of Alvin's ETJ. This action will consent to the creation of the Brazoria County MUD 48, and separate Strategic Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/11/2018 SLH

Supporting documents attached:

- Ordinance 18-R with Exhibits

Recommendation: Move to approve Ordinance 18-R, granting consent to the creation of Brazoria County Municipal Utility District Number 48; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 18-R

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 48; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, Section 54.016 of Texas Water Code, provides that land may not be included within a municipal utility district within the corporate limits or extraterritorial jurisdiction of the City of Alvin, Texas (the “City”), unless consent thereto is obtained from the City; and

WHEREAS, the City is willing to consent to the creation of Brazoria County Municipal Utility District Number 48 (the “District”), as created by special act of the Texas Legislature, within the City’s extraterritorial jurisdiction, as provided by this Ordinance;

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of Brazoria County Municipal Utility District Number 48 on the tract of land described in **Exhibit A to Consent Ordinance**, attached hereto. The City’s consent is conditioned upon the terms set out in **Exhibit B to Consent Ordinance**, attached hereto.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on this 18th day of October 2018.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn
Mayor

Dixie Roberts
City Secretary

**Exhibit A to Consent Ordinance
Property**

Legal Description Brazoria MUD 48

Being a 492.77 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 492.77 acre tract of land is more particularly described by metes and bounds as follows;

BEGINNING at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;

- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;
- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;

- South $54^{\circ} 43' 10''$ West, 59.98 feet to a point for corner;
- North $75^{\circ} 12' 03''$ West, 28.25 feet to a point for corner;
- North $58^{\circ} 05' 53''$ West, 80.22 feet to a point for corner;
- North $68^{\circ} 16' 26''$ West, 80.89 feet to a point for corner;
- North $84^{\circ} 24' 48''$ West, 113.51 feet to a point for corner;
- South $85^{\circ} 36' 43''$ West, 57.64 feet to a point for corner;
- South $59^{\circ} 07' 07''$ West, 35.52 feet to a point for corner;
- South $43^{\circ} 10' 00''$ West, 173.07 feet to a point for corner;
- South $58^{\circ} 18' 23''$ West, 59.61 feet to a point for corner;
- South $65^{\circ} 27' 02''$ West, 95.46 feet to a point for corner;
- South $75^{\circ} 33' 32''$ West, 38.58 feet to a point for corner;
- South $41^{\circ} 03' 58''$ West, 116.50 feet to a point for corner;
- South $22^{\circ} 37' 47''$ West, 141.61 feet to a point for corner;
- South $50^{\circ} 15' 58''$ West, 35.62 feet to a point for corner;
- South $56^{\circ} 20' 46''$ West, 45.50 feet to a point for corner;
- South $76^{\circ} 05' 17''$ West, 34.12 feet to a point for corner;
- North $84^{\circ} 28' 59''$ West, 68.63 feet to a point for corner;
- North $73^{\circ} 17' 07''$ West, 48.33 feet to a point for corner;
- North $82^{\circ} 37' 09''$ West, 97.81 feet to a point for corner;
- North $70^{\circ} 03' 45''$ West, 68.68 feet to a point for corner;
- North $31^{\circ} 08' 18''$ West, 94.47 feet to a point for corner;
- North $53^{\circ} 10' 57''$ West, 46.64 feet to a point for corner;
- South $88^{\circ} 04' 18''$ West, 51.20 feet to a point for corner;
- South $48^{\circ} 48' 10''$ West, 34.38 feet to a point for corner;

- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;
- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;

- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;
- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;

- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;
- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;

- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;
- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for

the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, the West line of the herein described tract of land as follows:

- Along the arc of said non-tangent curve to the right, having a chord of North $17^{\circ} 20' 19''$ East, 788.14 feet, a radius of 2,230.00 feet, a central angle of $20^{\circ} 21' 25''$, an arc length of 792.31 feet to a point of non-tangent reverse curvature for corner;

- Along the arc of said non-tangent reverse curve to the left, having a chord of North $05^{\circ} 50' 56''$ West, 235.49 feet, a radius of 200.00 feet, a central angle of $72^{\circ} 08' 00''$, an arc length of 251.79 feet to a point for corner;

- North $41^{\circ} 54' 56''$ West, 411.19 feet to a point for corner at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of North $30^{\circ} 37' 03''$ West, 352.64 feet, a radius of 900.00 feet, a central angle of $22^{\circ} 35' 45''$, an arc length of 354.93 feet to a point for corner;

- North $19^{\circ} 19' 11''$ West, 470.76 feet to a point for the Northeast corner of said Savannah Plantation, Section Three, being in the South line of Savannah Plantation, Section Four as recorded in Volume 21, Pages 153-154 of the Map Records of Brazoria County, Texas;

THENCE with the South line of said Savannah Plantation, Section Four as follows:

- North $70^{\circ} 40' 49''$ East, 665.48 feet to a point for corner at the beginning of a curve to the left;
- Along the arc of said curve to the left, having a chord of North $55^{\circ} 54' 25''$ East, 968.98 feet, a radius of 1900.00 feet, a central angle of $29^{\circ} 32' 48''$, an arc length of 979.80 feet to a point of reverse curvature for corner;
- Along the arc of said reverse curve to the right, having a chord of North $48^{\circ} 00' 02''$ East, 406.52 feet, a radius of 1700.00 feet, a central angle of $13^{\circ} 44' 02''$, an arc length of 407.49 feet to a point for the Easternmost corner of said Savannah Plantation, Section Four;

THENCE North $45^{\circ} 17' 17''$ West with the Northeasterly line of said Savannah Plantation, Section Four, 498.34 feet to a point for the Northeast corner of said Savannah Plantation, Section Four, at the beginning of a non-tangent curve to the left;

THENCE with the North line of said Savannah Plantation, Section Four as follows:

- Along the arc of said non-tangent curve to the left, having a chord of South $51^{\circ} 47' 20''$ West, 236.29 feet, a radius of 640.00 feet, a central angle of $21^{\circ} 16' 32''$, an arc length of 237.65 feet to a point for corner;
- South $41^{\circ} 09' 03''$ West, 202.91 feet to a point for corner;

- North 48° 50' 57" West, 15.15 feet to a point for corner at the beginning of a curve to the left;

- Along the arc of said curve to the left, having a chord of North 62° 26' 57" West, 348.01 feet, a radius of 740.00 feet, a central angle of 27° 12' 00", an arc length of 351.30 feet to a point for corner;

- South 13° 57' 02" West, 80.00 feet to a point for corner;

- South 70° 37' 31" West, 1280.48 feet to a point for corner;

- South 70° 43' 06" West, 3,357.14 feet to a point for the Northwest corner of said Savannah Plantation, Section Four, in the Northeasterly line of said Savannah Plantation, Section Three, the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in said Savannah Plantation, Section Three;

THENCE North 27° 01' 02" West, passing at a distance of 695.14 feet a point marking the Northernmost Northeast corner of said Savannah Plantation, Section Three, being the Southeast corner of Savannah Plantation, Section Two, as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas; and continuing for a total distance of 1,173.56 feet to a point for the Southwest corner of Savannah Plantation, Section One (Unrecorded);

THENCE with the Southeasterly line of said Savannah Plantation, Section One as follows:

- North 62° 58' 58" East, 1515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One;

- North 27° 01' 02" West, 786.10 feet to a point for the Northeast corner of said Savannah Plantation, Section One, the Northwest corner of the herein described tract of land, in the Centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said common survey line, 2,586.70 feet to the POINT OF BEGINNING; containing 492.77 acres of land, more or less.

Exhibit B to Consent Ordinance

Consent Conditions

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Alvin, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District, and to refund such bonds. Such bonds, other than refunding bonds, shall expressly provide that the District shall reserve the right to redeem said bonds on any date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as may be determined by the District) without premium, and shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold, for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed 2% above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. If the District pledges revenues in payment of its bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Alvin annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Alvin has given its written consent by resolution of its City Council to such addition or annexation.

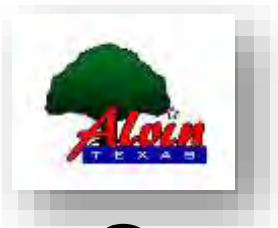
(b) The District, its directors, officers, developers and landowners, shall submit to the City Engineer of the City of Alvin or to his or her designated representative before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer, and drainage facilities, and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, fire hydrants, valves, pipe, and appurtenances installed or used within the District shall conform exactly to the specifications of the City of Alvin. All water service lines and sewer service lines, lift stations, sewer treatment facilities, road facilities, and appurtenances thereto, installed or used within the District shall comply with the City of Alvin's applicable standard plans and specifications. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City Engineer stating the date that such construction will be commenced. The

construction of the District's water, sanitary sewer and drainage facilities, and roads shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Alvin, and during the progress of the construction and installation of such facilities, the City Engineer, or a designated representative thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality or such successor agency as the legislature may establish (the "TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time, if the District operates a wastewater treatment plant. The District will agree to make periodic analysis of its discharge pursuant to the provisions of Texas Water Quality Board Order No 69-1219-1 and further will agree to send copies of all such effluent data to the City of Alvin Department of Public Works as well as to the TCEQ. The District will agree that representatives of the City of Alvin may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

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

(e) The owner or the developer of the land included within the boundaries of the District shall, prior to the sale of any lot or parcel of land, obtain final approval by the appropriate entity of the City of Alvin of a plat which will be duly recorded in the Map and Plat Records of Brazoria County, Texas, and otherwise comply with the applicable subdivision regulations of the City of Alvin.



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Consider Ordinance 18-S, consenting to the creation of Brazoria County Municipal Utility District Number 49; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Walton Texas, LP, has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes land outlined in Municipal Utility Districts (MUDs) Number 48 and Number 49. MUD 49 includes approximately 295.76 acres of land, which, as of the passing of City of Alvin Ordinance 18-Q, is now in the City of Alvin's ETJ. This action will consent to the creation of Brazoria County MUD 49, and separate Strategic Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/15/2018 SLH

Supporting documents attached:

- Ordinance 18-S with Exhibits

Recommendation: Move to approve Ordinance 18-S, consenting to the creation of Brazoria County Municipal Utility District Number 49; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 18-S

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 49; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, Section 54.016 of the Texas Water Code, provides that land may not be included within a municipal utility district within the corporate limits or extraterritorial jurisdiction of the City of Alvin, Texas (the “City”), unless consent thereto is obtained from the City; and

WHEREAS, the City is willing to consent to the creation of Brazoria County Municipal Utility District Number 49 (the “District”), as created by special act of the Texas Legislature, within the City’s extraterritorial jurisdiction, as provided by this Ordinance;

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of Brazoria County Municipal Utility District Number 49 on the tract of land described in **Exhibit A to Consent Ordinance**, attached hereto. The City’s consent is conditioned upon the terms set out in **Exhibit B to Consent Ordinance**, attached hereto.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on this 18th day of October 2018.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn
Mayor

Dixie Roberts
City Secretary

**Exhibit A to Consent Ordinance
Property**

Legal Description Brazoria MUD 49

Being a 295.76 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 295.76 acre tract of land is more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of said 2,075.08 acre tract of land, the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-feet wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1 and the POINT OF

BEGINNING of the herein described tract of land;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for corner, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 436.03 feet to a point for the Northeast corner of a called 2.84 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 2.84 acre tract, 382.38 feet to a point for the Northwest

corner of said 2.84 acre tract;

THENCE South 19° 16' 54" East with the West line of said 2.84 acre tract, 287.03 feet to a point for the Southwest corner of said 2.84 acre tract;

THENCE North 70° 43' 06" East with the South line of said 2.84 acre tract, 223.05 feet to an angle point for corner;

THENCE North 62° 58' 58" East with the Southeasterly line of said 2.84 acre tract, 200.00 feet to a point for the Southeast corner of said tract, being in the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South 27° 01' 02" East with said Southwesterly right-of-way line, the Southwesterly line of said Savannah Plantation, Section Three, 304.52 feet to a point for the Northeast corner of a called 1.00 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South 62° 58' 58" West with the Northwesterly line of said 1.00 acre tract, 181.50 feet to a point for the Northwest corner of said 1.00 acre tract;

THENCE South 27° 01' 02" East with the Westerly line of said 1.00 acre tract, 240.00 feet to a point for the Southwest corner of said 1.00 acre tract;

THENCE North 62° 58' 58" East with the Southerly line of said

1.00 acre tract, 181.50 feet to a point for the Southeast corner of said 1.00 acre tract, being in said Southwesterly right-of-way line of Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE with the West line of said Savannah Plantation, Section Three, as follows:

- South $27^{\circ} 01' 02''$ East, 153.29 feet to a point for corner, at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of South $10^{\circ} 29' 48''$ East, 355.45 feet, a radius of 625.00 feet, a central angle of $33^{\circ} 02' 27''$, for an arc length of 360.42 feet to a point for corner;

- South $06^{\circ} 01' 25''$ West, 492.47 feet to a point for corner;
- North $83^{\circ} 58' 35''$ West, 50.00 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 80.00 feet to a point for corner;
- South $83^{\circ} 58' 35''$ East, 147.19 feet to a point for corner;
- South $06^{\circ} 01' 25''$ West, 390.00 feet to a point for the Southwest corner of said Savannah Plantation, Section Three;

THENCE South $83^{\circ} 58' 35''$ East with the South line of said Savannah Plantation, Section Three, 2,543.73 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South $62^{\circ} 54' 39''$ West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet

to a point for corner;

THENCE South 63° 00' 17" West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North 27° 03' 00" West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South 62° 57' 00" West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North 62° 57' 00" East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said

Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the POINT OF BEGINNING; containing 295.76 acres of land, more or less.

Exhibit B to Consent Ordinance

Consent Conditions

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Alvin, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, and road facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District, and to refund such bonds. Such bonds, other than refunding bonds, shall expressly provide that the District shall reserve the right to redeem said bonds on any date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as may be determined by the District) without premium, and shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold, for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed 2% above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. If the District pledges revenues in payment of its bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Alvin annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Alvin has given its written consent by resolution of its City Council to such addition or annexation.

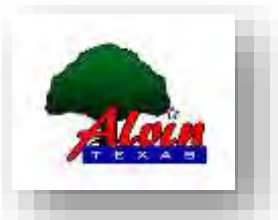
(b) The District, its directors, officers, developers and landowners, shall submit to the City Engineer of the City of Alvin or to his or her designated representative before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer, and drainage facilities, and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, fire hydrants, valves, pipe, and appurtenances installed or used within the District shall conform exactly to the specifications of the City of Alvin. All water service lines and sewer service lines, lift stations, sewer treatment facilities, road facilities, and appurtenances thereto, installed or used within the District shall comply with the City of Alvin's applicable standard plans and specifications. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City Engineer stating the date that such construction will be commenced. The

construction of the District's water, sanitary sewer and drainage facilities, and roads shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Alvin, and during the progress of the construction and installation of such facilities, the City Engineer, or a designated representative thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality or such successor agency as the legislature may establish (the "TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time, if the District operates a wastewater treatment plant. The District will agree to make periodic analysis of its discharge pursuant to the provisions of Texas Water Quality Board Order No 69-1219-1 and further will agree to send copies of all such effluent data to the City of Alvin Department of Public Works as well as to the TCEQ. The District will agree that representatives of the City of Alvin may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

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

(e) The owner or the developer of the land included within the boundaries of the District shall, prior to the sale of any lot or parcel of land, obtain final approval by the appropriate entity of the City of Alvin of a plat which will be duly recorded in the Map and Plat Records of Brazoria County, Texas, and otherwise comply with the applicable subdivision regulations of the City of Alvin.



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider a professional services agreement to prepare preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), and authorize the City Manager to sign, subject to legal review.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The City plans to apply for upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). Grant Works was selected by the City for the application and administrative services for this process. The first step in this process is to select an engineering firm. These services are being solicited to assist the City in its application preparation and project implementation of a CDBG contract(s), if awarded, to support eligible activities in the City. Such activities could include generators for city buildings and/or lift stations, drainage and detention. On September 30, 2018, the City posted, and Grant Works sent out a Request for Qualification for engineering services to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Responses to the RFQ are due by 2:00 p.m. on Wednesday, October 17, 2018. Staff will be reviewing the submitted proposals and will making a recommendation to Council.

Staff recommends awarding a professional services agreement to _____, for potential Community Development Block Grant – Disaster Recovery funding.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/15/2018 SLH

Supporting documents attached:

Recommendation: Move to approve a professional services agreement with _____ to prepare preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), and authorize the City Manager to sign, subject to legal review.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 10/18/2018

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider a professional services agreement to conduct an engineering study if applicable, to determine the scope of work and prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB), and authorize the City Manager to sign, subject to legal review.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The City plans to apply for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). Grant Works was selected by the City for the application and administrative services for this process. The first step in this process is to select an engineering firm. These services are being solicited to assist the City in its application preparation and project implementation of a Hazard Mitigation Grant to support eligible activities in the City. On September 30, 2018, the City posted, and Grant Works sent out a Request for Qualification for engineering services to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Responses to the RFQ are due by 2:00 p.m. on Wednesday, October 17, 2018. Staff will be reviewing the submitted proposals and will making a recommendation to Council.

Staff recommends awarding a professional services agreement to _____, for engineering study, scope and design for funding from the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/15/2018 SLH

Supporting documents attached:

Recommendation: Move to approve a professional services agreement with _____ to conduct an engineering study if applicable, to determine the scope of work and prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB), and authorize the City Manager to sign, subject to legal review.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒