

**PLEASE JOIN US TO CELEBRATE
IOWA COLONY'S**



BIRTHDAY BASH

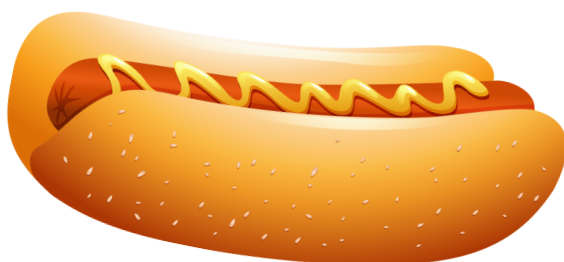
**Saturday,
October 8, 2022**

3:00 PM - 6:00 PM

Iowa Colony City Hall

12003 Iowa Colony Blvd.

**HOT DOGS
SNOW CONES
BOUNCE HOUSES
FAMILY GAMES
BIRTHDAY
CAKE**



**FREE
TO THE
PUBLIC**



**CITY OF
IOWA
COLONY**

NOTICE OF PUBLIC HEARING

The Iowa Colony City Council will hold a public hearing at 7:00 p.m. on August 15, 2022, in the Council Chambers at Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas concerning the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2023. The public may speak or present evidence for or against the proposed crime control plan and budget, copies of which are available from the Iowa Colony City Secretary at krosser@iowacolonytx.gov

Kayleen Rosser,
Iowa Colony City Secretary

Copy

MEMORANDUM

Date: August 11, 2022
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – August 2022 Engineer's Report
cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Construction is expected to be let this summer for the overpasses.
 - Temporary traffic signal at SH 288 and Meridiana Parkway: **Signal Head has been activated**
2. ROADWAY REPAIRS
 - Iowa Colony Blvd. RR Crossing south of SH 6 is open.
 - Interlocal with BC Agreement for FY 2021-2022 was approved 11/2021. An amendment to include Iowa Colony Blvd. north of SH 288 will be placed on the Commissioner Court agenda on June 28th for asphalt overlay. Jeremy is awaiting a schedule from Brazoria County on when these improvements will be start.
3. GRANTS UPDATE
 - TWBD- FIF GRANT – Master Drainage Plan
 - i. Public Meeting was held on June 1st. Participants included residents, Councilmembers, agencies, including TWDB.
 - ii. We are currently working on a Capital Improvement Plan, including cost estimates.
 - iii. DRAFT expected to be completed by end of August.
 - AMES ROAD BRIDGE
 - i. Contractor started construction 8/1/2022. Box culverts are in.
 - ii. Expected completion by 9/15/2022.
4. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. Construction Documents plans is 95% complete. We are still awaiting pipeline locates prior to finalizing the plan. Currently working on Bid Book.
5. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - WFCB Detention Basin O and P and Earthwork – 95%
 - Pursley Blvd. Ph 6 – Utilities is mostly complete, Paving 70%
 - Meridiana 56 – 75% complete.
 - B. *STERLING LAKES – LAND TEJAS*
 - Active construction projects.

- BCMUD 31 WWTP Expansion Ph IV – 99% complete. Awaiting punchlist items to be addressed. Awaiting final closeout documents.

C. *SIERRA VISTA - LAND TEJAS*

- Active construction projects
 - Meridiana Parkway Traffic Signal
 - Control box for Karsten Blvd and Meridiana Pkwy intersection to be relocated.
 - Final walkthrough.. awaiting to complete punchlists

D. *SIERRA VISTA WEST - LAND TEJAS*

- Active construction projects:
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - BCMUD 53 Lift Station No. 2 – 85% complete.
 - Sierra Vista West Section 8 – Awaiting closeout docs.
 - Sierra Vista West Section 9 – Awaiting closeout docs.
 - Sierra Vista West Ph II B Excavation and Grading – 95% complete
 - Sierra Vista West Section 10 – Underground 90% complete. Paving @ 45%.
 - Davenport Pkwy Ph 1 – 20% complete.

E. *STERLING LAKES NORTH*

- Active construction projects:
 - Sterling Lakes North Detention Basin – 90% complete.

F. *OTHER CONSTRUCTION PROJECTS*

- AISD H.S. No. 4 – 100% of civil complete internally. Awaiting final walkthrough.
- Davenport/Discovery Drive: Working on Final punchlist.
- 3321 MER Pkwy 7 Eleven Store: 90% civil
- Nichols Mock Elementary School – Utilities complete. Interior paving 70% complete.
- Sierra Vista Plaza – Dirt Work currently underway. 30% complete with civil.
- Iowa Colony WSD No. 3 Fire and EMS – 90% utilities complete.
- Riverstone Montessori – 2820 Mer Pkwy – Just started construction.
- Meridiana – Balcara – 80% sanitary, 80% storm.

6. OTHER ITEMS:

A. N/A

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	7,739,695.91	
	10-1003	First State Bank - Manvel	154,458.93	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,269.33	
	10-1006	TexStar CD	108,624.32	
	10-1007	Veritex - CD 5471	99,787.18	
	10-1100	Accounts Receivable	10,277.00	
	10-1111	Sales Tax Receivable	57,743.00	
	10-1112	Allowance for Fines Receivable	(241,997.04)	
	10-1113	Fines Receivable	254,734.00	
	10-1114	Property Taxes Receivable	20,966.00	
	10-1115	Property Tax Receivable - P & I	9,453.00	
	Total Assets		8,220,311.63	
				8,220,311.63

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	65,881.66	
	10-2001	Accounts Payable at Year End	(286,602.03)	
	10-2200	Wages Payable	(395.01)	
	10-2201	Employee Dental Insurance	1,430.96	
	10-2205	TMRS Payable	4,322.17	
	10-2206	Texas Workforce Commission Payable	(2,608.15)	
	10-2207	Health & Life Insurance Payable	(26,133.27)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	25,484.42	
	10-2304	Credit Card Fee	4,787.67	
	10-2305	Deferred Revenues - Fines	12,737.00	
	10-2405	Deferred Inflows-Prop taxes	40,696.00	
	10-2410	Bond 1 - Series 2020	1,186,220.00	
	10-2501	Baseball Field Reserve	4,687.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	3,575.00	
	10-2512	Old Airline Market-Axis Dev	207.50	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	10,148.27	
	10-2524	Meritage Homes of Texas, LLC	12,500.00	
	10-2525	Corona Virus Relief Fund	122,595.00	
	10-2526	Public Safety Building Reserve	500,000.00	
	10-2527	Public Park Reserves	35,000.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	75,760.22	
	10-2531	Early Plat - Sierra VW Sec 9	122,914.18	
	10-2533	Police Training Fund	(4,840.65)	
	10-2534	Unearned Revenue (Merid Sec 58)	391,775.82	
	10-2535	Unearned Revenue (Merid Sec 57)	(119,566.31)	
	10-2602	Due to Retainer Fund	(12,500.00)	
	10-2603	Due to Crime Prevention	(5,096.99)	
	10-2606	Due to ARPA Fund	791.61	

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
		Total Liabilities	3,893,516.25	
Fund Balance				
	10-3000	Fund Balance	50,287.12	
		Total Fund Balance	50,287.12	
		Total Revenue	6,974,646.15	
		Total Expenses	5,732,995.21	
		Current Year Increase (Decrease)	4,276,508.26	
		Fund Balance Total	50,287.12	
		Current Year Increase (Decrease)	4,276,508.26	
		Total Fund Balance/Equity	4,326,795.38	
		Total Liabilities & Fund Balance		8,220,311.63

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1002	Retainer Account	1,072,476.16	
	11-1301	Due from General Fund	(32,500.00)	
	Total Assets		<u>1,039,976.16</u>	
				<u><u>1,039,976.16</u></u>

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2400	Road Damage Deposit	475,000.00	
	11-2502	Baymark Pipeline LLC	182,437.50	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	19,885.04	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(6,878.92)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(25,020.74)	
	11-2513	Sierra Vista - Land Tejas	3,208.10	
	11-2514	Sierra Vista West - Land Tejas	27,782.65	
	11-2515	South Texas NGL Pipeline, LLC	183,022.50	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	20,372.56	
	11-2517	Sterling Lakes - Land Tejas	7,144.09	
	11-2521	Meritage/Rise- BCMUD 57	(494.90)	
	11-2529	Meridiana PUD Amendment	10,000.00	
	11-2536	Rally 288 West PUD	(3,412.50)	
	11-2537	Southern Star PUD	(3,315.00)	
	11-2538	PUD Hines Investments	(263.25)	
	Total Liabilities		923,493.17	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Total Fund Balance/Equity	116,482.99	
	Total Liabilities & Fund Balance			1,039,976.16

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	66,859.28	
	20-1301	Due from General Fund	(5,096.99)	
	Total Assets		<u>61,762.29</u>	
				<u>61,762.29</u>

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	470.80	
	Total Liabilities		470.80	
Fund Balance				
	20-3000	Fund Balance	233,635.88	
	Total Fund Balance		233,635.88	
		Total Revenue	194,795.65	
		Total Expenses	110,153.60	
		Current Year Increase (Decrease)	(172,344.39)	
		Fund Balance Total	233,635.88	
		Current Year Increase (Decrease)	(172,344.39)	
		Total Fund Balance/Equity	61,291.49	
	Total Liabilities & Fund Balance			61,762.29

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(108,470.00)	
	Total Assets		(108,470.00)	
				(108,470.00)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
		Total Revenue	0.00	
		Total Expenses	108,470.00	
		Current Year Increase (Decrease)	(108,470.00)	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	(108,470.00)	
		Total Fund Balance/Equity	(108,470.00)	
Total Liabilities & Fund Balance				(108,470.00)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	51,381.25	
	Total Assets		51,381.25	
				51,381.25

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
		Total Revenue	100,000.00	
		Total Expenses	48,618.75	
		Current Year Increase (Decrease)	51,381.25	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	51,381.25	
		Total Fund Balance/Equity	51,381.25	
Total Liabilities & Fund Balance				51,381.25

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	(9,987.34)	
	Total Assets		(9,987.34)	(9,987.34)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
		Total Revenue	1,142.66	
		Total Expenses	11,130.00	
		Current Year Increase (Decrease)	(9,987.34)	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	(9,987.34)	
		Total Fund Balance/Equity	(9,987.34)	
		Total Liabilities & Fund Balance		(9,987.34)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	(423.81)	
	Total Assets		(423.81)	(423.81)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	22,258.51	
	Total Fund Balance		22,258.51	
		Total Revenue	6,250.19	
		Total Expenses	6,750.96	
		Current Year Increase (Decrease)	(22,682.32)	
		Fund Balance Total	22,258.51	
		Current Year Increase (Decrease)	(22,682.32)	
		Total Fund Balance/Equity	(423.81)	
	Total Liabilities & Fund Balance			(423.81)

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	7,698.78	
	Total Assets		7,698.78	
				7,698.78

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	182.50	
	Total Liabilities		<u>182.50</u>	
Fund Balance				
	41-3000	Fund Balance	22,844.91	
	Total Fund Balance		<u>22,844.91</u>	
		Total Revenue	7,604.51	
		Total Expenses	<u>182.50</u>	
		Current Year Increase (Decrease)	(15,328.63)	
		Fund Balance Total	22,844.91	
		Current Year Increase (Decrease)	<u>(15,328.63)</u>	
		Total Fund Balance/Equity	<u>7,516.28</u>	
	Total Liabilities & Fund Balance			<u><u>7,698.78</u></u>

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Assets				
	45-1301	Due from General Fund	791.61	
	Total Assets		791.61	
				791.61

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Fund Balance				
	45-3000	Fund Balance	401,337.60	
	Total Fund Balance		401,337.60	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(400,545.99)	
		Fund Balance Total	401,337.60	
		Current Year Increase (Decrease)	(400,545.99)	
		Total Fund Balance/Equity	791.61	
	Total Liabilities & Fund Balance			791.61

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	180,000.00	
	Total Fund Balance		180,000.00	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(180,000.00)	
		Fund Balance Total	180,000.00	
		Current Year Increase (Decrease)	(180,000.00)	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			0.00

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	880,639.35	
	99-1210	Due From General Fund	65,881.66	
	99-1220	Due From Crime Prevention District Fund	470.80	
	99-1241	Due From Court Security Fund	182.50	
	Total Assets		947,174.31	
				947,174.31

Copy

City of Iowa Colony
Balance Sheet
As of July 31, 2022

8/11/2022 12:10 PM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	66,534.96	
	99-2999	Due To Other Funds	880,639.35	
	Total Liabilities		947,174.31	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			947,174.31

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	47,781.80	30,083.33	17,698.47	459,213.79	361,000.00	127.21%	(98,213.79)
Property Tax	11,688.33	310,916.67	(299,228.34)	3,725,488.99	3,731,000.00	99.85%	5,511.01
Miscellaneous	5,330.01	44,854.16	(39,524.15)	73,378.78	538,250.00	13.63%	464,871.22
Fines & Forfeitures	17,261.57	25,000.00	(7,738.43)	207,506.82	300,000.00	69.17%	92,493.18
License & Permits	199,666.73	167,333.33	32,333.40	2,306,412.58	2,008,000.00	114.86%	(298,412.58)
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise	0.00	11,666.67	(11,666.67)	202,645.19	140,000.00	144.75%	(62,645.19)
Revenue Totals	<u>281,728.44</u>	<u>589,854.16</u>	<u>(308,125.72)</u>	<u>6,974,646.15</u>	<u>7,078,250.00</u>	<u>98.54%</u>	<u>103,603.85</u>
Expense Summary							
Personnel Services	137,695.25	160,794.39	(23,099.14)	1,353,870.38	1,929,532.73	70.17%	575,662.35
Professional/Contract Services	65,981.03	137,183.33	(71,202.30)	1,169,199.71	1,625,200.00	71.94%	456,000.29
Materials & Supplies	10,256.35	33,250.05	(22,993.70)	291,507.66	399,000.00	73.06%	107,492.34
Services	2,444.24	205,999.97	(203,555.73)	2,143,005.23	2,472,000.00	86.69%	328,994.77
Capital Outlay	4,900.00	31,666.67	(26,766.67)	775,412.23	380,000.00	204.06%	(395,412.23)
Expense Totals	<u>221,276.87</u>	<u>568,894.41</u>	<u>(347,617.54)</u>	<u>5,732,995.21</u>	<u>6,805,732.73</u>	<u>84.24%</u>	<u>1,072,737.52</u>

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	70.17	83.33	(13.16)	813.69	1,000.00	81.37%	186.31
10-4110 City Sales Tax	47,711.63	30,000.00	17,711.63	458,400.10	360,000.00	127.33%	(98,400.10)
Sales Tax Totals	47,781.80	30,083.33	17,698.47	459,213.79	361,000.00	127.21%	(98,213.79)
Property Tax							
10-4120 Property Tax	8,340.97	113,333.33	(104,992.36)	2,720,376.27	1,360,000.00	200.03%	(1,360,376.27)
10-4121 Delinquent Property Tax	3,347.36	2,916.67	430.69	12,693.52	35,000.00	36.27%	22,306.48
10-4130 Property Tax - TIF - 70%	0.00	89,250.00	(89,250.00)	993,430.19	1,071,000.00	92.76%	77,569.81
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	(739.95)	0.00	0.00%	739.95
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	(271.04)	0.00	0.00%	271.04
10-4135 Property Tax MUD 31 - 70%	0.00	105,416.67	(105,416.67)	0.00	1,265,000.00	0.00%	1,265,000.00
Property Tax Totals	11,688.33	310,916.67	(299,228.34)	3,725,488.99	3,731,000.00	99.85%	5,511.01
Miscellaneous							
10-4124 Accident Reports	5.00	0.00	5.00	195.00	0.00	0.00%	(195.00)
10-4126 MUD 31 Pub Safety Contr	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4127 MUD 32 Pub Saf	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	2,485.15	3,000.00	82.84%	514.85
10-4805 Park Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-4910 Interest Income	129.11	20.83	108.28	17,005.68	250.00	6802.27%	(16,755.68)
10-4911 Other Revenue	5,195.90	0.00	5,195.90	28,192.95	0.00	0.00%	(28,192.95)
10-4912 Donations/Sponsorships	0.00	0.00	0.00	25,500.00	0.00	0.00%	(25,500.00)
Miscellaneous Totals	5,330.01	44,854.16	(39,524.15)	73,378.78	538,250.00	13.63%	464,871.22
Fines & Forfeitures							
10-4125 Arrest Fee	0.00	0.00	0.00	6,619.00	0.00	0.00%	(6,619.00)

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4701 Citations/Warrants	13,724.80	25,000.00	(11,275.20)	184,831.13	300,000.00	61.61%	115,168.87
10-4703 Municipal Jury Funds	13.80	0.00	13.80	153.52	0.00	0.00%	(153.52)
10-4704 Local Truancy Prevention	690.34	0.00	690.34	7,285.77	0.00	0.00%	(7,285.77)
10-4705 Time Payment Reimbursement	30.00	0.00	30.00	50.90	0.00	0.00%	(50.90)
10-4709 Court Costs	2,802.63	0.00	2,802.63	8,566.50	0.00	0.00%	(8,566.50)
Fines & Forfeitures Totals	17,261.57	25,000.00	(7,738.43)	207,506.82	300,000.00	69.17%	92,493.18
License & Permits							
10-4201 Building Construction Permits	150,100.36	114,583.33	35,517.03	1,525,753.67	1,375,000.00	110.96%	(150,753.67)
10-4202 Trade Fees	7,134.66	4,166.67	2,967.99	110,141.61	50,000.00	220.28%	(60,141.61)
10-4203 Reinspection Fees	1,990.00	2,500.00	(510.00)	24,505.00	30,000.00	81.68%	5,495.00
10-4204 Signs	0.00	83.33	(83.33)	1,400.00	1,000.00	140.00%	(400.00)
10-4205 Property Improvement Permits	450.00	166.67	283.33	5,531.93	2,000.00	276.60%	(3,531.93)
10-4206 Dirt Work Permits	0.00	41.67	(41.67)	1,500.00	500.00	300.00%	(1,000.00)
10-4207 Driveway Permits	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4210 Culvert Permit	250.00	41.67	208.33	700.00	500.00	140.00%	(200.00)
10-4211 Commercial Vehicle Permit	0.00	83.33	(83.33)	2,640.00	1,000.00	264.00%	(1,640.00)
10-4212 Park Use Permit	200.00	83.33	116.67	1,950.00	1,000.00	195.00%	(950.00)
10-4213 Mobile Food Unit Permit	400.00	83.33	316.67	1,300.00	1,000.00	130.00%	(300.00)
10-4301 Preliminary Plat Fees	750.00	6,250.00	(5,500.00)	40,020.00	75,000.00	53.36%	34,980.00
10-4302 Final Plat Fees	0.00	2,916.67	(2,916.67)	14,140.00	35,000.00	40.40%	20,860.00
10-4303 Abbreviated Plat Fees	0.00	583.33	(583.33)	21,540.00	7,000.00	307.71%	(14,540.00)
10-4305 Admin Fee - Early Plat Recording	0.00	12,500.00	(12,500.00)	65,223.78	150,000.00	43.48%	84,776.22
10-4401 Infrastructure Plan Review Fee	25,101.91	6,250.00	18,851.91	137,921.86	75,000.00	183.90%	(62,921.86)
10-4403 Civil Site Plan Review Fee	13,289.80	16,666.67	(3,376.87)	352,144.73	200,000.00	176.07%	(152,144.73)

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4501 Rezoning Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
License & Permits Totals	199,666.73	167,333.33	32,333.40	2,306,412.58	2,008,000.00	114.86%	(298,412.58)
Not Categorized							
10-4444 Prior Software Adjustment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	9,166.67	(9,166.67)	185,071.36	110,000.00	168.25%	(75,071.36)
10-4603 Telecommunication Fee - Sales	0.00	2,500.00	(2,500.00)	17,573.83	30,000.00	58.58%	12,426.17
Business & Franchise Totals	0.00	11,666.67	(11,666.67)	202,645.19	140,000.00	144.75%	(62,645.19)
Revenue Totals	281,728.44	589,854.16	(308,125.72)	6,974,646.15	7,078,250.00	98.54%	103,603.85

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,687.79	5,194.35	(2,506.56)	51,959.25	62,430.00	83.23%	10,470.75
Personnel Services	21,342.93	27,212.31	(5,869.38)	223,681.72	326,547.96	68.50%	102,866.24
Professional/Contract Services	30,991.64	19,116.67	11,874.97	226,494.39	229,400.00	98.73%	2,905.61
Services	1,768.31	3,499.99	(1,731.68)	39,291.01	42,000.00	93.55%	2,708.99
Administration Totals	<u>56,790.67</u>	<u>55,023.32</u>	<u>1,767.35</u>	<u>541,426.37</u>	<u>660,377.96</u>	<u>81.99%</u>	<u>118,951.59</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	1,780.67	(1,780.67)	28,831.91	21,270.00	135.55%	(7,561.91)
Personnel Services	7,831.05	8,730.33	(899.28)	80,751.69	104,763.81	77.08%	24,012.12
Professional/Contract Services	0.00	208.34	(208.34)	500.00	2,500.00	20.00%	2,000.00
Finance Totals	<u>7,831.05</u>	<u>10,719.34</u>	<u>(2,888.29)</u>	<u>110,083.60</u>	<u>128,533.81</u>	<u>85.65%</u>	<u>18,450.21</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,089.74	6,841.67	(4,751.93)	76,720.05	82,100.00	93.45%	5,379.95
Personnel Services	73,866.02	86,929.88	(13,063.86)	691,797.29	1,043,158.60	66.32%	351,361.31
Professional/Contract Services	357.17	1,833.33	(1,476.16)	19,788.81	22,000.00	89.95%	2,211.19
Services	460.62	5,833.33	(5,372.71)	18,343.58	70,000.00	26.21%	51,656.42
Police Totals	<u>76,773.55</u>	<u>101,438.21</u>	<u>(24,664.66)</u>	<u>806,649.73</u>	<u>1,217,258.60</u>	<u>66.27%</u>	<u>410,608.87</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	146.50	266.67	(120.17)	3,157.16	3,200.00	98.66%	42.84

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

Personnel Services	4,625.99	5,197.00	(571.01)	49,360.09	62,364.06	79.15%	13,003.97
Professional/Contract Services	337.04	358.33	(21.29)	2,311.07	4,300.00	53.75%	1,988.93
Services	101.77	666.66	(564.89)	1,361.24	8,000.00	17.02%	6,638.76
Animal Control Totals	<u>5,211.30</u>	<u>6,488.66</u>	<u>(1,277.36)</u>	<u>56,189.56</u>	<u>77,864.06</u>	<u>72.16%</u>	<u>21,674.50</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Professional/Contract Services	0.00	666.67	(666.67)	670.00	8,000.00	8.38%	7,330.00
Emergency Management Totals	<u>0.00</u>	<u>916.67</u>	<u>(916.67)</u>	<u>670.00</u>	<u>11,000.00</u>	<u>6.09%</u>	<u>10,330.00</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	416.84	1,025.01	(608.17)	9,995.10	12,300.00	81.26%	2,304.90
Personnel Services	10,031.57	10,941.64	(910.07)	100,432.78	131,299.58	76.49%	30,866.80
Professional/Contract Services	3,990.18	6,041.67	(2,051.49)	55,738.09	72,500.00	76.88%	16,761.91
Municipal Court Totals	<u>14,438.59</u>	<u>18,008.32</u>	<u>(3,569.73)</u>	<u>166,165.97</u>	<u>216,099.58</u>	<u>76.89%</u>	<u>49,933.61</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	858.15	6,583.34	(5,725.19)	40,920.24	79,000.00	51.80%	38,079.76
Personnel Services	6,796.80	7,081.23	(284.43)	68,828.76	84,974.90	81.00%	16,146.14
Professional/Contract Services	0.00	35,500.00	(35,500.00)	40,869.86	405,000.00	10.09%	364,130.14
Services	41.77	666.66	(624.89)	900.70	8,000.00	11.26%	7,099.30
Public Works Totals	<u>7,696.72</u>	<u>49,831.23</u>	<u>(42,134.51)</u>	<u>151,519.56</u>	<u>576,974.90</u>	<u>26.26%</u>	<u>425,455.34</u>

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,769.38	9,083.33	(5,313.95)	47,558.88	109,000.00	43.63%	61,441.12
Professional/Contract Services	3,000.00	2,750.00	250.00	64,650.00	33,000.00	195.91%	(31,650.00)
Parks & Recreation Totals	<u>6,769.38</u>	<u>11,833.33</u>	<u>(5,063.95)</u>	<u>112,208.88</u>	<u>142,000.00</u>	<u>79.02%</u>	<u>29,791.12</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	137.99	1,291.67	(1,153.68)	25,794.57	15,500.00	166.42%	(10,294.57)
Personnel Services	4,666.52	5,145.28	(478.76)	47,195.28	61,743.21	76.44%	14,547.93
Professional/Contract Services	0.00	45,041.66	(45,041.66)	485,337.52	540,500.00	89.79%	55,162.48
Services	0.00	194,666.67	(194,666.67)	2,081,731.05	2,336,000.00	89.12%	254,268.95
Community Development Totals	<u>4,804.51</u>	<u>246,145.28</u>	<u>(241,340.77)</u>	<u>2,640,058.42</u>	<u>2,953,743.21</u>	<u>89.38%</u>	<u>313,684.79</u>

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	149.96	933.34	(783.38)	6,570.50	11,200.00	58.67%	4,629.50
Personnel Services	8,534.37	9,556.72	(1,022.35)	91,822.77	114,680.61	80.07%	22,857.84
Professional/Contract Services	27,305.00	25,666.66	1,638.34	272,839.97	308,000.00	88.58%	35,160.03
Services	71.77	666.66	(594.89)	1,377.65	8,000.00	17.22%	6,622.35
Fire Marshal/Building Official Totals	<u>36,061.10</u>	<u>36,823.38</u>	<u>(762.28)</u>	<u>372,610.89</u>	<u>441,880.61</u>	<u>84.32%</u>	<u>69,269.72</u>

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	4,900.00	31,666.67	(26,766.67)	775,412.23	380,000.00	204.06%	(395,412.23)

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

Capital and Planning Projects Totals	<u>4,900.00</u>	<u>31,666.67</u>	<u>(26,766.67)</u>	<u>775,412.23</u>	<u>380,000.00</u>	<u>204.06%</u>	<u>(395,412.23)</u>
Expense Total	<u><u>221,276.87</u></u>	<u><u>568,894.41</u></u>	<u><u>(347,617.54)</u></u>	<u><u>5,732,995.21</u></u>	<u><u>6,805,732.73</u></u>	<u><u>84.24%</u></u>	<u><u>1,072,737.52</u></u>

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	16,245.66	17,824.16	(1,578.50)	169,773.05	213,889.92	79.37%	44,116.87
10-10-5102 Salaries - Part Time	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5106 Social Security/Medicare	1,273.44	1,363.55	(90.11)	13,333.57	16,362.58	81.49%	3,029.01
10-10-5107 TMRS	1,583.94	1,604.17	(20.23)	18,039.67	19,250.09	93.71%	1,210.42
10-10-5108 Health & Life Insurance	886.05	1,233.33	(347.28)	7,820.94	14,800.00	52.84%	6,979.06
10-10-5109 Worker's Comp	0.00	633.11	(633.11)	499.35	7,597.37	6.57%	7,098.02
10-10-5110 Texas Workforce Commission	0.00	42.00	(42.00)	18.00	504.00	3.57%	486.00
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	5,815.32	7,200.00	80.77%	1,384.68
10-10-5112 457(b) Reimbursement	800.00	875.00	(75.00)	8,000.00	10,500.00	76.19%	2,500.00
10-10-5114 Benefits Admin Fees	0.00	12.00	(12.00)	71.72	144.00	49.81%	72.28
10-10-5115 Longevity Pay	0.00	25.00	(25.00)	240.00	300.00	80.00%	60.00
10-10-5121 Payroll Expense/Direct	0.00	83.33	(83.33)	70.10	1,000.00	7.01%	929.90
10-10-5201 Legal Services	15,834.20	7,916.67	7,917.53	100,567.00	95,000.00	105.86%	(5,567.00)
10-10-5202 Audit Services	3,500.00	2,500.00	1,000.00	34,500.00	30,000.00	115.00%	(4,500.00)
10-10-5206 Professional Services	0.00	2,166.67	(2,166.67)	21,441.35	26,000.00	82.47%	4,558.65
10-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5210 Election Expenses	0.00	666.67	(666.67)	3,822.68	8,000.00	47.78%	4,177.32
10-10-5211 Bank Fees	0.00	8.33	(8.33)	60.00	100.00	60.00%	40.00
10-10-5212 Credit Card Processing Fees	0.00	208.33	(208.33)	8,083.43	2,500.00	323.34%	(5,583.43)
10-10-5213 Legal Notices Expense	2,574.65	583.33	1,991.32	7,025.55	7,000.00	100.37%	(25.55)
10-10-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5215 BCAD Fee	0.00	1,791.67	(1,791.67)	18,435.06	21,500.00	85.74%	3,064.94
10-10-5217 Professional Cleaning Services	750.00	1,416.67	(666.67)	6,780.00	17,000.00	39.88%	10,220.00
10-10-5221 Website Administration	0.00	458.33	(458.33)	4,647.99	5,500.00	84.51%	852.01
10-10-5223 Training & Travel	8,072.89	750.00	7,322.89	16,761.63	9,000.00	186.24%	(7,761.63)

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5224 Dues & Subscriptions	50.00	225.00	(175.00)	3,094.80	2,700.00	114.62%	(394.80)
10-10-5225 Seminars & Meetings	209.90	250.00	(40.10)	1,274.90	3,000.00	42.50%	1,725.10
10-10-5227 Legislative Affairs	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5228 Tax Appraisal & Collection	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5301 Office Supplies	282.61	1,166.67	(884.06)	5,092.14	14,000.00	36.37%	8,907.86
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	156.00	152.67	3.33	1,145.35	1,930.00	59.34%	784.65
10-10-5310 Postage	33.63	41.67	(8.04)	784.74	500.00	156.95%	(284.74)
10-10-5311 Building Repairs &	83.00	1,000.00	(917.00)	20,801.62	12,000.00	173.35%	(8,801.62)
10-10-5312 Recognition,	0.00	166.67	(166.67)	721.99	2,000.00	36.10%	1,278.01
10-10-5314 Computer & Technology	0.00	1,250.00	(1,250.00)	5,175.00	15,000.00	34.50%	9,825.00
10-10-5315 Computer Software/License	2,012.99	666.67	1,346.32	15,099.22	8,000.00	188.74%	(7,099.22)
10-10-5317 Equipment & Other Rentals	0.00	541.67	(541.67)	1,681.30	6,500.00	25.87%	4,818.70
10-10-5329 Mayor's Special Expense	0.00	125.00	(125.00)	66.70	1,500.00	4.45%	1,433.30
10-10-5330 Miscellaneous	119.56	83.33	36.23	1,391.19	1,000.00	139.12%	(391.19)
10-10-5401 Utilities - Electricity	1,726.54	583.33	1,143.21	8,125.71	7,000.00	116.08%	(1,125.71)
10-10-5403 Utilities - Telephone	0.00	1,333.33	(1,333.33)	9,717.43	16,000.00	60.73%	6,282.57
10-10-5404 Mobile Technology Expense	41.77	0.00	41.77	391.45	0.00	0.00%	(391.45)
10-10-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	13,102.42	8,000.00	163.78%	(5,102.42)
10-10-5406 Insurance - Windstorm	0.00	833.33	(833.33)	7,903.00	10,000.00	79.03%	2,097.00
10-10-5407 Insurance - Vehicles	0.00	83.33	(83.33)	51.00	1,000.00	5.10%	949.00
Administration Totals	56,790.67	55,023.32	1,767.35	541,426.37	660,377.96	81.99%	118,951.59

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	6,232.00	6,718.40	(486.40)	63,992.00	80,620.80	79.37%	16,628.80
10-15-5106 Social Security/Medicare	472.26	513.96	(41.70)	4,854.99	6,167.49	78.72%	1,312.50
10-15-5107 TMRS	560.88	604.66	(43.78)	6,292.10	7,255.87	86.72%	963.77
10-15-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,305.81	7,400.00	71.70%	2,094.19
10-15-5109 Worker's Comp	0.00	238.64	(238.64)	211.89	2,863.65	7.40%	2,651.76
10-15-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-15-5114 Benefits Admin Fees	0.00	12.00	(12.00)	25.90	144.00	17.99%	118.10
10-15-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-15-5223 Training & Travel	0.00	166.67	(166.67)	500.00	2,000.00	25.00%	1,500.00
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-15-5301 Office Supplies	0.00	83.33	(83.33)	824.01	1,000.00	82.40%	175.99
10-15-5309 Uniforms	0.00	14.00	(14.00)	0.00	70.00	0.00%	70.00
10-15-5310 Postage	0.00	16.67	(16.67)	385.90	200.00	192.95%	(185.90)
10-15-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5315 Computer Software/License	0.00	1,666.67	(1,666.67)	27,622.00	20,000.00	138.11%	(7,622.00)
Finance Totals	7,831.05	10,719.34	(2,888.29)	110,083.60	128,533.81	85.65%	18,450.21

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	53,105.81	62,577.08	(9,471.27)	484,538.07	750,925.02	64.53%	266,386.95
10-20-5104 Salaries - Overtime	2,449.80	1,041.67	1,408.13	20,676.79	12,500.00	165.41%	(8,176.79)
10-20-5106 Social Security/Medicare	4,436.13	4,787.15	(351.02)	39,325.32	57,445.76	68.46%	18,120.44
10-20-5107 TMRS	5,308.64	5,631.94	(323.30)	51,134.37	67,583.25	75.66%	16,448.88
10-20-5108 Health & Life Insurance	6,363.42	8,325.00	(1,961.58)	55,933.89	99,900.00	55.99%	43,966.11
10-20-5109 Worker's Comp	0.00	2,778.42	(2,778.42)	20,906.00	33,341.07	62.70%	12,435.07
10-20-5110 Texas Workforce Commission	9.94	294.00	(284.06)	462.33	3,528.00	13.10%	3,065.67
10-20-5114 Benefits Admin Fees	0.00	84.00	(84.00)	181.30	1,008.00	17.99%	826.70
10-20-5115 Longevity Pay	0.00	70.00	(70.00)	720.00	840.00	85.71%	120.00
10-20-5117 Certificate Pay	2,192.28	1,340.62	851.66	17,919.22	16,087.50	111.39%	(1,831.72)
10-20-5206 Professional Services	50.00	583.33	(533.33)	7,011.92	7,000.00	100.17%	(11.92)
10-20-5222 Investigations	165.00	250.00	(85.00)	1,152.78	3,000.00	38.43%	1,847.22
10-20-5223 Training & Travel	142.17	416.67	(274.50)	4,236.67	5,000.00	84.73%	763.33
10-20-5224 Dues & Subscriptions	0.00	125.00	(125.00)	805.00	1,500.00	53.67%	695.00
10-20-5230 Radio Service	0.00	333.33	(333.33)	5,147.44	4,000.00	128.69%	(1,147.44)
10-20-5231 Recruiting & Hiring Expense	0.00	125.00	(125.00)	1,435.00	1,500.00	95.67%	65.00
10-20-5301 Office Supplies	396.50	250.00	146.50	2,254.53	3,000.00	75.15%	745.47
10-20-5309 Uniforms	0.00	666.67	(666.67)	7,003.83	8,000.00	87.55%	996.17
10-20-5310 Postage	125.99	8.33	117.66	276.18	100.00	276.18%	(176.18)
10-20-5311 Building Repairs &	0.00	166.67	(166.67)	277.72	2,000.00	13.89%	1,722.28
10-20-5313 Fuel Expense	0.00	2,500.00	(2,500.00)	26,919.30	30,000.00	89.73%	3,080.70
10-20-5314 Computer & Technology	1,278.22	1,666.67	(388.45)	18,650.89	20,000.00	93.25%	1,349.11
10-20-5319 Vehicle Repairs & Maintenance	(630.90)	833.33	(1,464.23)	16,918.80	10,000.00	169.19%	(6,918.80)
10-20-5328 Small Tools & Minor	328.21	583.33	(255.12)	2,933.38	7,000.00	41.91%	4,066.62
10-20-5330 Miscellaneous	591.72	166.67	425.05	1,485.42	2,000.00	74.27%	514.58
10-20-5404 Mobile Technology Expense	460.62	500.00	(39.38)	6,168.33	6,000.00	102.81%	(168.33)

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	5,784.75	8,000.00	72.31%	2,215.25
10-20-5407 Insurance - Vehicles	0.00	583.33	(583.33)	6,390.50	7,000.00	91.29%	609.50
10-20-5410 Vehicle Replacement Fund	0.00	4,083.33	(4,083.33)	0.00	49,000.00	0.00%	49,000.00
Police Totals	<u>76,773.55</u>	<u>101,438.21</u>	<u>(24,664.66)</u>	<u>806,649.73</u>	<u>1,217,258.60</u>	<u>66.27%</u>	<u>410,608.87</u>

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	3,445.64	3,714.58	(268.94)	35,380.84	44,575.02	79.37%	9,194.18
10-21-5104 Salaries - Overtime	31.52	83.33	(51.81)	693.44	1,000.00	69.34%	306.56
10-21-5106 Social Security/Medicare	258.99	284.17	(25.18)	2,694.20	3,409.99	79.01%	715.79
10-21-5107 TMRS	312.95	334.31	(21.36)	3,562.48	4,011.75	88.80%	449.27
10-21-5108 Health & Life Insurance	576.89	616.67	(39.78)	5,216.23	7,400.00	70.49%	2,183.77
10-21-5109 Worker's Comp	0.00	131.94	(131.94)	1,718.00	1,583.30	108.51%	(134.70)
10-21-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-21-5114 Benefits Admin Fees	0.00	6.00	(6.00)	25.90	72.00	35.97%	46.10
10-21-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-21-5223 Training & Travel	68.25	125.00	(56.75)	1,415.33	1,500.00	94.36%	84.67
10-21-5224 Dues & Subscriptions	50.00	25.00	25.00	141.95	300.00	47.32%	158.05
10-21-5229 Contractual Services	218.79	208.33	10.46	753.79	2,500.00	30.15%	1,746.21
10-21-5301 Office Supplies	109.76	16.67	93.09	323.39	200.00	161.70%	(123.39)
10-21-5309 Uniforms	0.00	41.67	(41.67)	653.44	500.00	130.69%	(153.44)
10-21-5310 Postage	0.00	16.67	(16.67)	30.21	200.00	15.11%	169.79
10-21-5313 Fuel Expense	0.00	83.33	(83.33)	1,654.48	1,000.00	165.45%	(654.48)
10-21-5319 Vehicle Repairs & Maintenance	36.74	83.33	(46.59)	156.66	1,000.00	15.67%	843.34
10-21-5328 Small Tools & Minor	0.00	25.00	(25.00)	338.98	300.00	112.99%	(38.98)
10-21-5404 Mobile Technology Expense	101.77	0.00	101.77	851.99	0.00	0.00%	(851.99)
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	509.25	1,000.00	50.93%	490.75
10-21-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Animal Control Totals	5,211.30	6,488.66	(1,277.36)	56,189.56	77,864.06	72.16%	21,674.50

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	670.00	2,000.00	33.50%	1,330.00
10-22-5223 Training & Travel	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Emergency Management Totals	0.00	916.67	(916.67)	670.00	11,000.00	6.09%	10,330.00

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	7,307.20	7,805.72	(498.52)	74,861.98	93,668.64	79.92%	18,806.66
10-25-5104 Salaries - Overtime	203.64	166.67	36.97	598.11	2,000.00	29.91%	1,401.89
10-25-5106 Social Security/Medicare	570.59	597.14	(26.55)	5,725.21	7,165.65	79.90%	1,440.44
10-25-5107 TMRS	686.35	702.52	(16.17)	7,515.60	8,430.18	89.15%	914.58
10-25-5108 Health & Life Insurance	1,148.41	1,233.33	(84.92)	10,361.10	14,800.00	70.01%	4,438.90
10-25-5109 Worker's Comp	0.00	277.26	(277.26)	248.75	3,327.11	7.48%	3,078.36
10-25-5110 Texas Workforce Commission	0.00	42.00	(42.00)	18.00	504.00	3.57%	486.00
10-25-5114 Benefits Admin Fees	0.00	12.00	(12.00)	51.80	144.00	35.97%	92.20
10-25-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-25-5117 Certificate Pay	115.38	100.00	15.38	992.23	1,200.00	82.69%	207.77
10-25-5203 Attorney/Prosecutor Fees	3,937.50	4,166.67	(229.17)	40,612.50	50,000.00	81.23%	9,387.50
10-25-5209 Judge Fees	0.00	1,666.67	(1,666.67)	13,781.25	20,000.00	68.91%	6,218.75
10-25-5220 Interpreter Services	52.68	125.00	(72.32)	432.59	1,500.00	28.84%	1,067.41
10-25-5223 Training & Travel	0.00	83.33	(83.33)	911.75	1,000.00	91.18%	88.25
10-25-5301 Office Supplies	287.98	250.00	37.98	2,171.77	3,000.00	72.39%	828.23
10-25-5308 Jury Trial Expense	32.86	125.00	(92.14)	718.68	1,500.00	47.91%	781.32
10-25-5309 Uniforms	96.00	41.67	54.33	180.44	500.00	36.09%	319.56
10-25-5310 Postage	0.00	41.67	(41.67)	180.21	500.00	36.04%	319.79
10-25-5315 Computer Software/License	0.00	566.67	(566.67)	6,744.00	6,800.00	99.18%	56.00
Municipal Court Totals	14,438.59	18,008.32	(3,569.73)	166,165.97	216,099.58	76.89%	49,933.61

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	4,592.00	5,074.16	(482.16)	48,531.70	60,889.92	79.70%	12,358.22
10-30-5104 Salaries - Overtime	753.38	333.33	420.05	3,293.35	4,000.00	82.33%	706.65
10-30-5106 Social Security/Medicare	404.42	388.17	16.25	3,924.23	4,658.08	84.25%	733.85
10-30-5107 TMRS	481.09	456.67	24.42	5,114.11	5,480.09	93.32%	365.98
10-30-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,094.37	7,400.00	68.84%	2,305.63
10-30-5109 Worker's Comp	0.00	180.23	(180.23)	2,802.00	2,162.81	129.55%	(639.19)
10-30-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-30-5114 Benefits Admin Fees	0.00	6.00	(6.00)	0.00	72.00	0.00%	72.00
10-30-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-30-5219 Roads, Bridges & Drainage	0.00	30,083.33	(30,083.33)	0.00	340,000.00	0.00%	340,000.00
10-30-5223 Training & Travel	0.00	0.00	0.00	490.00	0.00	0.00%	(490.00)
10-30-5229 Contractual Services	0.00	5,416.67	(5,416.67)	40,379.86	65,000.00	62.12%	24,620.14
10-30-5301 Office Supplies	126.31	416.67	(290.36)	1,932.29	5,000.00	38.65%	3,067.71
10-30-5309 Uniforms	0.00	83.33	(83.33)	593.18	1,000.00	59.32%	406.82
10-30-5313 Fuel Expense	0.00	333.33	(333.33)	2,730.36	4,000.00	68.26%	1,269.64
10-30-5317 Equipment & Other Rentals	0.00	1,250.00	(1,250.00)	2,422.60	15,000.00	16.15%	12,577.40
10-30-5319 Vehicle Repairs & Maintenance	0.00	250.00	(250.00)	649.27	3,000.00	21.64%	2,350.73
10-30-5321 Public Works Maintenance	400.86	1,666.67	(1,265.81)	18,850.26	20,000.00	94.25%	1,149.74
10-30-5322 Special Road Work	0.00	1,250.00	(1,250.00)	9,305.50	15,000.00	62.04%	5,694.50
10-30-5328 Small Tools & Minor	330.98	666.67	(335.69)	1,099.00	8,000.00	13.74%	6,901.00
10-30-5331 Signs & Postings	0.00	666.67	(666.67)	3,337.78	8,000.00	41.72%	4,662.22
10-30-5404 Mobile Technology Expense	41.77	0.00	41.77	391.45	0.00	0.00%	(391.45)
10-30-5407 Insurance - Vehicles	0.00	83.33	(83.33)	509.25	1,000.00	50.93%	490.75
10-30-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Public Works Totals	7,696.72	49,831.23	(42,134.51)	151,519.56	576,974.90	26.26%	425,455.34

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	3,000.00	2,750.00	250.00	64,650.00	33,000.00	195.91%	(31,650.00)
10-32-5301 Office Supplies	469.38	208.33	261.05	1,029.68	2,500.00	41.19%	1,470.32
10-32-5309 Uniforms	0.00	83.33	(83.33)	288.00	1,000.00	28.80%	712.00
10-32-5323 Park Improvements	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-32-5324 Park Maintenance	3,300.00	5,833.33	(2,533.33)	45,983.70	70,000.00	65.69%	24,016.30
10-32-5331 Signs & Postings	0.00	41.67	(41.67)	257.50	500.00	51.50%	242.50
Parks & Recreation Totals	6,769.38	11,833.33	(5,063.95)	112,208.88	142,000.00	79.02%	29,791.12

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,361.61	3,624.40	(262.79)	34,999.50	43,492.80	80.47%	8,493.30
10-35-5104 Salaries - Overtime	157.55	125.00	32.55	541.88	1,500.00	36.13%	958.12
10-35-5106 Social Security/Medicare	264.73	277.27	(12.54)	2,687.80	3,327.20	80.78%	639.40
10-35-5107 TMRS	316.72	326.20	(9.48)	3,507.27	3,914.35	89.60%	407.08
10-35-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,124.08	7,400.00	69.24%	2,275.92
10-35-5109 Worker's Comp	0.00	128.74	(128.74)	117.51	1,544.86	7.61%	1,427.35
10-35-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-35-5114 Benefits Admin Fees	0.00	6.00	(6.00)	28.24	72.00	39.22%	43.76
10-35-5115 Longevity Pay	0.00	20.00	(20.00)	180.00	240.00	75.00%	60.00
10-35-5206 Professional Services	0.00	4,208.33	(4,208.33)	0.00	50,500.00	0.00%	50,500.00
10-35-5208 Engineering Services	0.00	(42,166.67)	42,166.67	33,371.43	75,000.00	44.50%	41,628.57
10-35-5232 Early Plat - Admin Fee	0.00	0.00	0.00	52,179.02	0.00	0.00%	(52,179.02)
10-35-5233 Eng Svc: Permits/Inspections	0.00	40,000.00	(40,000.00)	263,240.31	200,000.00	131.62%	(63,240.31)
10-35-5234 Eng Svc: Plan Review	0.00	19,000.00	(19,000.00)	75,994.76	95,000.00	79.99%	19,005.24
10-35-5235 Eng Svc: Platting	0.00	24,000.00	(24,000.00)	60,552.00	120,000.00	50.46%	59,448.00
10-35-5301 Office Supplies	74.07	83.33	(9.26)	690.65	1,000.00	69.07%	309.35
10-35-5309 Uniforms	63.92	41.67	22.25	63.92	500.00	12.78%	436.08
10-35-5315 Computer Software/License	0.00	1,166.67	(1,166.67)	25,040.00	14,000.00	178.86%	(11,040.00)
10-35-5411 TIF Fund/MUD 31 Payable	0.00	194,666.67	(194,666.67)	2,081,731.05	2,336,000.00	89.12%	254,268.95
Community Development Totals	4,804.51	246,145.28	(241,340.77)	2,640,058.42	2,953,743.21	89.38%	313,684.79

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	6,710.46	7,415.06	(704.60)	70,459.85	88,980.72	79.19%	18,520.87
10-36-5106 Social Security/Medicare	471.44	567.25	(95.81)	5,003.31	6,807.03	73.50%	1,803.72
10-36-5107 TMRS	603.94	667.36	(63.42)	6,928.79	8,008.26	86.52%	1,079.47
10-36-5108 Health & Life Insurance	748.53	616.67	131.86	6,662.48	7,400.00	90.03%	737.52
10-36-5109 Worker's Comp	0.00	263.38	(263.38)	2,697.00	3,160.60	85.33%	463.60
10-36-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-36-5114 Benefits Admin Fees	0.00	6.00	(6.00)	2.34	72.00	3.25%	69.66
10-36-5115 Longevity Pay	0.00	0.00	0.00	60.00	0.00	0.00%	(60.00)
10-36-5207 Building Inspector	27,090.00	25,000.00	2,090.00	267,355.00	300,000.00	89.12%	32,645.00
10-36-5223 Training & Travel	0.00	333.33	(333.33)	2,647.15	4,000.00	66.18%	1,352.85
10-36-5224 Dues & Subscriptions	215.00	333.33	(118.33)	2,837.82	4,000.00	70.95%	1,162.18
10-36-5301 Office Supplies	0.00	41.67	(41.67)	889.05	500.00	177.81%	(389.05)
10-36-5303 Public Education & Training	0.00	250.00	(250.00)	2,122.50	3,000.00	70.75%	877.50
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	15.50	1,000.00	1.55%	984.50
10-36-5309 Uniforms	149.96	83.33	66.63	617.96	1,000.00	61.80%	382.04
10-36-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-36-5313 Fuel Expense	0.00	166.67	(166.67)	2,044.46	2,000.00	102.22%	(44.46)
10-36-5319 Vehicle Repairs & Maintenance	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-36-5328 Small Tools & Minor	0.00	166.67	(166.67)	881.03	2,000.00	44.05%	1,118.97
10-36-5404 Mobile Technology Expense	71.77	0.00	71.77	681.65	0.00	0.00%	(681.65)
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	696.00	1,000.00	69.60%	304.00
10-36-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Fire Marshal/Building Official Totals	36,061.10	36,823.38	(762.28)	372,610.89	441,880.61	84.32%	69,269.72

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5620 Building Purchase,	4,900.00	31,666.67	(26,766.67)	775,412.23	380,000.00	204.06%	(395,412.23)
Capital and Planning Projects Totals	4,900.00	31,666.67	(26,766.67)	775,412.23	380,000.00	204.06%	(395,412.23)
Expense Totals	221,276.87	568,894.41	(347,617.54)	5,732,995.21	6,805,732.73	84.24%	1,072,737.52

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	18,848.24	0.00	18,848.24	194,795.65	0.00	0.00%	(194,795.65)
Revenue Totals	18,848.24	0.00	18,848.24	194,795.65	0.00	0.00%	(194,795.65)
Expense Summary							
Personnel Services	1,237.00	416.67	820.33	2,426.94	5,000.00	48.54%	2,573.06
Professional/Contract Services	0.00	1,250.00	(1,250.00)	5,669.40	15,000.00	37.80%	9,330.60
Materials & Supplies	0.00	1,666.67	(1,666.67)	7,675.46	20,000.00	38.38%	12,324.54
Capital Outlay	54,133.80	11,666.67	42,467.13	94,381.80	140,000.00	67.42%	45,618.20
Expense Totals	55,370.80	15,000.01	40,370.79	110,153.60	180,000.00	61.20%	69,846.40

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	18,848.24	0.00	18,848.24	194,795.65	0.00	0.00%	(194,795.65)
Sales Tax Totals	18,848.24	0.00	18,848.24	194,795.65	0.00	0.00%	(194,795.65)
Revenue Totals	18,848.24	0.00	18,848.24	194,795.65	0.00	0.00%	(194,795.65)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	54,133.80	11,666.67	42,467.13	94,381.80	140,000.00	67.42%	45,618.20
Materials & Supplies	0.00	1,666.67	(1,666.67)	7,675.46	20,000.00	38.38%	12,324.54
Personnel Services	1,237.00	416.67	820.33	2,426.94	5,000.00	48.54%	2,573.06
Professional/Contract Services	0.00	1,250.00	(1,250.00)	5,669.40	15,000.00	37.80%	9,330.60
Police Totals	<u>55,370.80</u>	<u>15,000.01</u>	<u>40,370.79</u>	<u>110,153.60</u>	<u>180,000.00</u>	<u>61.20%</u>	<u>69,846.40</u>
Expense Total	<u>55,370.80</u>	<u>15,000.01</u>	<u>40,370.79</u>	<u>110,153.60</u>	<u>180,000.00</u>	<u>61.20%</u>	<u>69,846.40</u>

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5104 Salaries - Overtime	1,237.00	416.67	820.33	2,426.94	5,000.00	48.54%	2,573.06
20-20-5206 Professional Services	0.00	0.00	0.00	55.00	0.00	0.00%	(55.00)
20-20-5222 Investigations	0.00	416.67	(416.67)	1,416.00	5,000.00	28.32%	3,584.00
20-20-5223 Training & Travel	0.00	833.33	(833.33)	4,198.40	10,000.00	41.98%	5,801.60
20-20-5301 Office Supplies	0.00	500.00	(500.00)	5,537.60	6,000.00	92.29%	462.40
20-20-5314 Computer & Technology	0.00	416.67	(416.67)	1,594.50	5,000.00	31.89%	3,405.50
20-20-5317 Equipment & Other Rentals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5330 Miscellaneous	0.00	416.67	(416.67)	543.36	5,000.00	10.87%	4,456.64
20-20-5630 Furniture & Equipment	53,663.00	0.00	53,663.00	53,663.00	0.00	0.00%	(53,663.00)
20-20-5650 Vehicles & Machinery	470.80	11,666.67	(11,195.87)	40,718.80	140,000.00	29.08%	99,281.20
Police Totals	55,370.80	15,000.01	40,370.79	110,153.60	180,000.00	61.20%	69,846.40
Expense Totals	55,370.80	15,000.01	40,370.79	110,153.60	180,000.00	61.20%	69,846.40

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Debt Service	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

30 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Administration Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Total	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

30 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	6,250.00	(6,250.00)	75,000.00	75,000.00	100.00%	0.00
30-10-5510 Bond Issuance Cost	0.00	0.00	0.00	9,500.00	0.00	0.00%	(9,500.00)
30-10-5513 Interest on Debt	0.00	2,000.00	(2,000.00)	23,970.00	24,000.00	99.88%	30.00
Administration Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	48,618.75	0.00	0.00%	(48,618.75)
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Expense Totals	0.00	2,916.67	(2,916.67)	48,618.75	35,000.00	138.91%	(13,618.75)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
35-4802 TWDB	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Miscellaneous Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Professional/Contract Services	0.00	0.00	0.00	48,618.75	0.00	0.00%	(48,618.75)
Administration Totals	0.00	2,916.67	(2,916.67)	48,618.75	35,000.00	138.91%	(13,618.75)
Expense Total	0.00	2,916.67	(2,916.67)	48,618.75	35,000.00	138.91%	(13,618.75)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

35 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	0.00	0.00	0.00	48,618.75	0.00	0.00%	(48,618.75)
35-10-5660 Contingency/Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Administration Totals	0.00	2,916.67	(2,916.67)	48,618.75	35,000.00	138.91%	(13,618.75)
Expense Totals	0.00	2,916.67	(2,916.67)	48,618.75	35,000.00	138.91%	(13,618.75)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

36 - State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Revenue Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Expense Summary							
Materials & Supplies	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Totals	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

36 - State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grant Income							
36-4803 State & Federal Grants	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Grant Income Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Revenue Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

36 - State & Federal Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)
State & Federal Grants Totals	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Total	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

36 - State & Federal Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
36-20-5309 RR Body Armor - Uniforms	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)
State & Federal Grants Totals	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Totals	11,130.00	0.00	11,130.00	11,130.00	0.00	0.00%	(11,130.00)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	552.29	208.33	343.96	6,250.19	2,500.00	250.01%	(3,750.19)
Revenue Totals	552.29	208.33	343.96	6,250.19	2,500.00	250.01%	(3,750.19)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	552.29	208.33	343.96	6,250.19	2,500.00	250.01%	(3,750.19)
Fines & Forfeitures Totals	552.29	208.33	343.96	6,250.19	2,500.00	250.01%	(3,750.19)
Revenue Totals	552.29	208.33	343.96	6,250.19	2,500.00	250.01%	(3,750.19)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:24 PM

40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Municipal Court Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Total	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
40-25-5332 Court Technology	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Municipal Court Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	676.55	208.33	468.22	7,604.51	2,500.00	304.18%	(5,104.51)
Revenue Totals	<u>676.55</u>	<u>208.33</u>	<u>468.22</u>	<u>7,604.51</u>	<u>2,500.00</u>	<u>304.18%</u>	<u>(5,104.51)</u>
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>182.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>(182.50)</u>

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	676.55	208.33	468.22	7,604.51	2,500.00	304.18%	(5,104.51)
Fines & Forfeitures Totals	676.55	208.33	468.22	7,604.51	2,500.00	304.18%	(5,104.51)
Revenue Totals	676.55	208.33	468.22	7,604.51	2,500.00	304.18%	(5,104.51)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09:25 PM

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Total	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)

Copy

City of Iowa Colony
Financial Statement
As of July 31, 2022

8/11/2022 12:09 PM

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
41-25-5333 Court Security	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)

Copy



IOWA COLONY CODE COMPLIANCE DEPARTMENT

12003 Iowa Colony Blvd
Iowa Colony, TX. 77583

Ruben Garcia Jr
Code Compliance Officer

Phone (346) 395-4543
rgarcia@iowacolonytx.gov

July 2022

CODE COMPLIANCE / ANIMAL CONTROL / INSPECTIONS

Completed a total of 199 Calls for Service, for Code Compliance, Animal Control & Inspection/Permits

Code Compliance	23	<ul style="list-style-type: none">• (2) Working No Build Permit – 4600 Dubuque - ABATED / 9842 Onxy Trail - CITATION• (5) Afterhours/Weekend Inspection – Sierra Vista & Merdiana Subdv.• (3) IPMC Codes. 126 Des Moines PENDING – Trash/Debris Lennar Homes PENDING - 105 Des Moines JV/Hi-Weeds PENDING• (1) Trash/Debris Follow Up – 154 Des Moines• (2) Stake/Bandit Signs / 15 signs P/U – ABATED• (12) Mobil Food Health Inspection & Pool Maintenance Health Complainant
Animal Control	33	<ul style="list-style-type: none">• (3) ACO Patrol's• (2) Abandon/Stray – 3 dogs impounded PENDING• (12) Animal at Large Calls – 10 dogs calls / 2 cats calls• (6) Wildlife Calls – 1 Bat – 4 Opossum – 1 Armadillo• (1) Loose Livestock – Cr190 @ Cr48 Return to pasture• (2) Abandon/Stray – 3 Dogs impounded PENDING• (3) Animal Complaint – 2 Animal Welfare / 1 DOA• (3) Animal Bite Cases – Home quarantine granted – 2 NO SIGN OF RABIES VIRUS – 1 PENDING• (1) Rabies Lab – (1) bat Negative Rabies
Inspection/Permits	143	<ul style="list-style-type: none">• (15) Pool Inspections – (14) PASS / (1) FAIL• (75) Driveway/Sidewalk – (46) PASS / (29) FAIL• (44) Pre-Pour Foundations – (41) PASS / (3) FAIL• (6) Elect. T-Pole Inspections – (6) PASS• (3) Piers Hole Inspection – (2) PASS / (1) FAIL

Copy



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

MONTHLY REPORT- July 2022

August 10, 2022

Mayor and Council,

See July 2022 monthly report for both the Building Department and Fire Marshal's Office below.

Building Department

Inspections Conducted by BBG-

Building Inspections-	355
Plumbing Inspections -	357
Mechanical Inspections-	172
Electrical Inspections-	<u>320</u>
Total-	1204

Inspections Conducted by City Inspector

Building-	143
City Ordinance Violations-	23
Animal Control Violations-	<u>33</u>
Total-	<u>199</u>

July 2021 City Paid Out to Contract Inspectors:

Inspections- \$51,100.00 Plan Review- \$0.00 Took over by City **Total- \$51,100.00**

July fees paid for Inspection services to BBG Consulting, Inc.:

July 2022, Total Inspections **1204**

Total paid to BBG \$27,090.00

Building Department: A total of **93** Plan reviews for construction were conducted.

76- New Residential	4- Electrical	6- Irrigation
3- Building	4- Swimming Pools	

Fire Marshals Report:

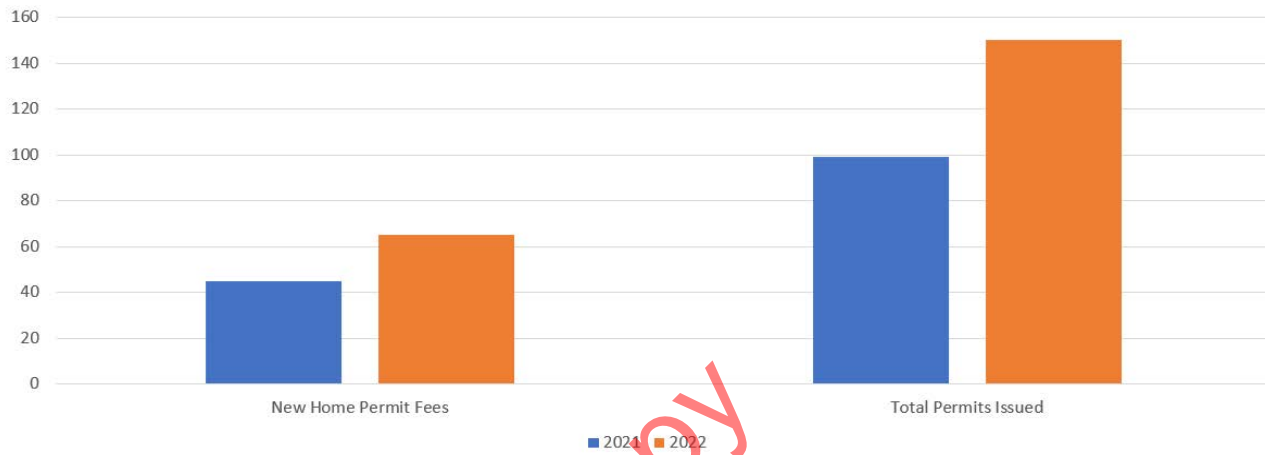
- On July 25, at approximately 12:40 pm I assisted Brazoria County Fire Marshal's Office investigate a fire at CR-48 and Crystal View. The fire was a trash/debris fire in back of a trash removal truck driving from one location to another. The driver noticed the smoke and pulled over and dumped the load. ICVFD arrived and extinguished the fire. All information gathered and forwarded to BCFMO.

Thanks,

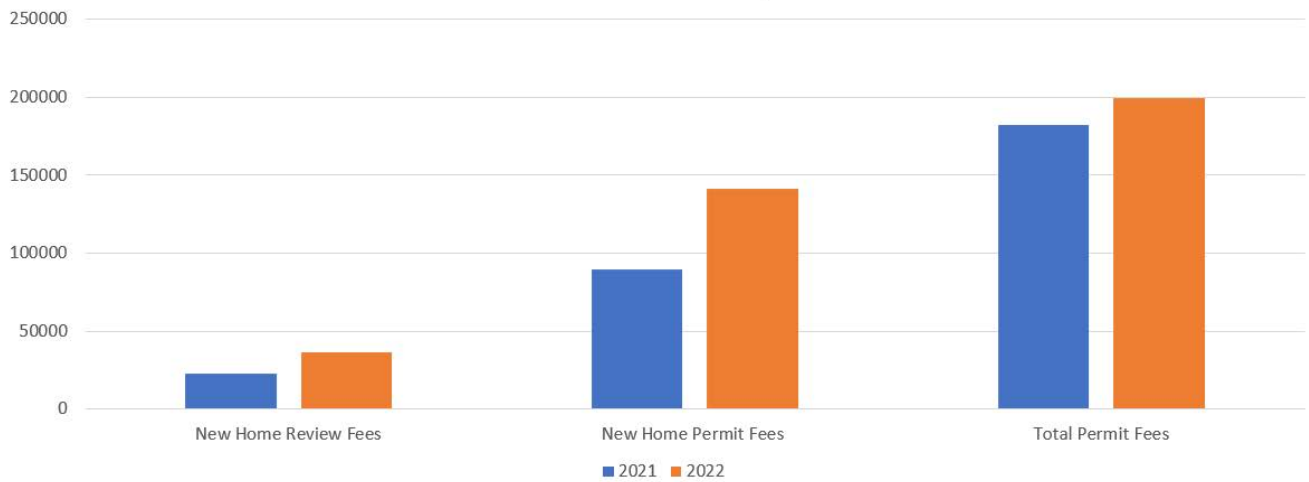
Albert Cantu, Fire Marshal/Building Official

MONTHLY PERMITS REPORT JULY

Permits Issued July



Fees Collected July





IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report July 2022

Offense	June 2022	July 2022
Burglary	1	0
Theft	1	6
Robbery	0	0
Total Index Crimes Reported	2	6
Reports Taken		
Misdemeanor	14	14
Felony	1	6
Charges Filed/Arrests		
Misdemeanor	4	1
Felony	0	1
Outside Agency Warrant Arrest	3	2
Traffic Enforcement		
Citations	153	211
Crash Investigations		
Minor Crashes	7	3
Major Crashes	1	4
Fatality Crashes	0	0
Calls for Service		
Alarms	38	43
Assist Other Agency	37	33
Disturbance	16	14
Other	132	122
Security Checks	46	52
Suspicious Activity/Persons	22	24

Significant Events

- July 1 – Officers attempted to stop a vehicle in the area of SH 288/Davenport Pkwy. The vehicle fled from officers and a short pursuit ensued. Due to traffic conditions and the fleeing vehicle's speed, officers lost sight of the vehicle and the pursuit was terminated.
- July 2 – Officer was dispatched to the 3900 block of Glenn Way regarding a disturbance. Upon arrival, it was found that the victim was struck by a vehicle driven by her boyfriend. The victim suffered no injuries in the incident. The case was referred to investigations for follow-up.
- July 3 – Officer was dispatched to the 9700 block of Montana Sapphire Ln regarding a trespassing call. Upon arrival it was found that a female had opened the front door to a residence and partially went into the residence. The female was found and arrested for Criminal Trespass.



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- July 12 – Officer was dispatched to the 9400 block of Olive Stone Dr. regarding a stolen vehicle. The victim stated her vehicle had been stolen sometime at the beginning of the month. A report was taken and forwarded to investigations for follow-up.
- July 19 – Officer conducted a traffic stop at Meridiana Pkwy/Crystal View Dr. The driver of the vehicle was found to have an outstanding warrant through Alvin Police Department. The driver was arrested and turned over to Alvin Police Department.
- July 22 – Officer conducted a traffic stop on a vehicle in the 3200 block of Meridiana Pkwy. The driver of the vehicle was found to have an outstanding arrest warrant through Brazoria County Sheriff's Office. She was also found to be in possession of illegal narcotics. The driver was arrested for both charges and booked into the Brazoria County jail.

Copy

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
SIGNAGE					
1	Iowa Colony pkwy @ CR 63	post down	stop sign needs to be replaced	Done	7/8/2022
2	Ames @ Davenport	post down	Speed limits signs down	Done	7/26/2022
3	Ames @ Davenport	post down	Speed limits signs down	Done	7/26/2022
4	Ames @ Davenport	post down	stop sign needs to be replaced	Done	7/26/2022
5	observation way @Meridiana	Reinstall post		Done	7/26/2022
6	observation way @Meridiana	Stop sign Leaning		Done	7/28/2022
7	observation way @Meridiana	Walking sign Leaning		Done	7/28/2022
MOWING/TREE TRIMMING					
1	City Hall	Cut Grass		Done	7/6/2022
2	City Hall	Cut Grass		Done	7/14/2022
STREET REPAIRS					
1	Bullard Plwy @Iowa Colony	Pot hole		Done	7/15/2022
2	Iowa Colony blvd .	Pot hole		Done	7/15/2022
3	Oak st	Pot hole		Done	7/16/2022
Ditch Drainage issue					
1	4033CR 78	Culverts instill			7/25/2022
2	4034 Catcus Ln	Culverts instill			7/25/2022
Parks					
1	Park	Cut Grass		Done	7/5/2022
2	Park	Change Nets		Done	7/11/2022
3	Park	Volleyball nets		Done	7/14/2022
Miscellaneous Works					
1	Event	4th of July		Done	7/4/2022
2	PD lot	Cut Grass		Done	7/25/2022

IOWA COLONY CRIME CONTROL AND PREVENTION DISTRICT

FY22/23 PROPOSED BUDGET

PROGRAM AREA BY ACTIVITY

OVERTIME

Funds allocated will provide for patrols in neighborhoods identified as needing special attention by law enforcement. These patrols will focus on reducing the crime rate and improving the quality of life for citizens in the affected areas. Funds allocated will also provide for necessary overtime during community relations projects and events.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5104	Salaries - Overtime	17,000.00	5,000.00

COMMUNITY RELATIONS

The department will utilize funds for community relations and involvement. Programs including neighborhood watch, crime prevention, citizens police academy, and others will be created. Funds will also be used to purchase public relations items at community events.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5303	Public Education & Training Materials	4,000.00	
20-20-5301	Office Supplies	2,500.00	6,000.00
20-20-5214	Advertising & Printing Expense	7,500.00	
20-20-5330	Miscellaneous	1,000.00	5,000.00

TECHNOLOGY

Funds will be used to upgrade and enhance technology within the department. This includes upgrades to computers and servers, new computer programs, and various other needs. Funds will also be used to pay for current software licenses, updates, and other technical fees for programs utilized by the police department.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5314	Computer & Technology Equipment	25,000.00	5,000.00
20-20-5315	Computer Software & License	16,000.00	
20-20-5230	Radio Service	5,100.00	
20-20-5328	Small Tools & Minor Equipment	11,000.00	

INVESTIGATIONS

Funds allocated will be used to provide equipment and training to conduct complex criminal investigations. Purchase of these items will reduce the dependency on outside agencies for assistance and equipment.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5222	Investigations	4,000.00	5,000.00
20-20-5307	Investigation Supplies	4,000.00	

TRAINING

The department will utilize these funds to pay tuition, per-diem, and travel-related expenses for officers to attend specialized training in various topics.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5223	Training & Travel	15,000.00	10,000.00

PATROL EQUIPMENT

These funds will purchase upgrades to equipment and new equipment, as well as maintain existing equipment for patrol officers. Items include, but are not limited to, window tint meters, portable breath testers, speed lidars, and other equipment for use by officers in the field.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5316	Equipment Repair/Parts	5,000.00	
20-20-5317	Equipment & Other Rentals	4,000.00	4,000.00
20-20-5319	Vehicle Repairs & Maintenance	3,900.00	

CAPITAL PROJECTS

These funds will be used or encumbered for larger projects such as radio system enhancements, starting a new communications division, enhancements or purchase of new records management system, police department vehicles with associated equipment, and/or other larger projects.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5650	Vehicles & Machinery	75,000.00	140,000.00
20-90-5630	Furniture & Equipment*	250,000.00	

*One-time expenditure from fund balance to purchase items for the new police building.

PROFESSIONAL SERVICES

These funds will be utilized for outside services that provide customized, knowledge-based services to the police department.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5206	Professional Services	10,000.00	

**DEVELOPMENT AGREEMENT BY AND AMONG
THE CITY OF IOWA COLONY, TEXAS, AND
HINES ACQUISITIONS LLC**

This Development Agreement (the "Agreement") is entered into effective _____, 2022, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City"); and HINES ACQUISITIONS, LLC, a Delaware limited liability company, or its successor or assigns ("Developer").

RECITALS

Developer is under contract to purchase approximately 943 acres of land located partially within the City's extraterritorial jurisdiction, partially located within land that is in the extraterritorial jurisdiction of the City of Alvin, Texas ("Alvin"), and partially located within land that is not in any other city's extraterritorial jurisdiction, which acreage is more particularly described in **Exhibit A** (the "Tract," a total of approximately 950 acres). The City and Developer wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 92 (the "District") will be created to encompass the Tract. The Developer intends to purchase the Tract, in one or more phases, and to develop the Tract for single-family residential and commercial uses. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The City and the Developer agree that the development of the Tract can best proceed pursuant to this Agreement and pursuant to the Utility Agreement (defined hereinafter).

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract (the "Project"). The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

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

**ARTICLE I.
DEFINITIONS**

Section 1.01. Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Iowa Colony, Texas.

City Development Ordinances means each and every ordinance adopted by the City regulating the development of land and/or building codes of any nature within the City's limits in effect as of the execution of this Agreement, as may be amended from time to time.

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

Consent Ordinance means the City's Ordinance No. _____, attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County MUD No. 92 in accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, each as amended.

County means Brazoria County, Texas.

Developer means Hines Acquisitions, LLC, a Delaware limited liability company, or its successor or assigns.

District means Brazoria County Municipal Utility District No. 92, a municipal utility district intended to be duly created by special act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

HOA means the homeowners and/or property association(s) created to serve the property within the District.

Landowner means the individual and/or entity that owns the Tract or portion of the Tract in question.

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

Plan of Development means the plan for the proposed development of the Tract, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Planning Commission means the Planning and Zoning Commission of the City.

Utility Agreement means the *Utility Functions Agreement between the City of Iowa*

Colony, Texas and Hines Acquisitions LLC, on behalf of Brazoria County Municipal Utility District No. 92 dated _____, 2022.

Tract means all the land described in the attached **Exhibit A**.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02. Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

<u>Exhibit A</u>	The Tract
<u>Exhibit B</u>	Plan of Development
<u>Exhibit C</u>	Consent Ordinance
<u>Exhibit D</u>	Utility Functions Agreement
<u>Exhibit E</u>	Annexation Petition

ARTICLE II. DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

Section 2.01. Introduction. The Tract is to be developed as a predominantly single-family community with some commercial uses. The land uses within the Tract shall be typical of a single-family development with single-family residential, educational, commercial, institutional, and/or recreational facilities.

Section 2.02. Plans and Approvals. In accordance with the Consent Ordinance, the Developer agrees to submit all plans and specifications for infrastructure within the Tract to the City for review and approval in accordance with the City's applicable codes, regulations and ordinances prior to commencing construction of any such improvements.

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract is a large tract comprising more than 900 acres intended to be subdivided as additional units in the same subdivision, the Developer has submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

(b) The Developer shall develop the Tract in accordance with the Plan of Development. Due to its size and complexity, the parties acknowledge that the Tract will be developed in phases. The parties agree that any changes, additions, or alterations to the Plan of Development will be done only as may be consistent and in compliance with the Plan of Development so long as the Developer, or its successor or assignee, is the

developer of the Tract. The Parties recognize that the Plan of Development has categories of land use and acreage and/or number of lots assigned to each category.

Section 2.04. Platting. The Developer is required to plat any subdivision of the Tract in accordance with the terms of this Agreement, the terms of any other agreement between the City and the Developer, and the requirements of all applicable City ordinances and procedures as they relate to development within the City's corporate limits, regardless whether the property involved is then in the City's corporate limits or extraterritorial jurisdiction.

Section 2.05. Landowner and Developer. Developer represents to the City that the Developer has the right and the obligation to purchase the Tract from Landowner. Within thirty (30) days of closing of each acquisition of land in the Tract by the Developer, the Developer shall give the City written notice of such closing detailing which portions of the Tract were acquired.

Section 2.06. Costs. Developer agrees to bear all out-of-pocket expenses incurred by the City with regards to the City's review and analysis necessary to implement the Project as described herein, including without limitation such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. Developer agrees to deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide Developer with appropriate documentation of such expenses and the remaining balance of the Developer's deposit. As such deposit is depleted, the City will request additional funds, which Developer agrees to pay within forty-five (45) days of receipt of such a request. The City will cease all work on the Project if the deposit is not replenished as needed as the City does not have funds available for such expenses.

Section 2.07. Developer further agrees to pay, or cause to be paid, all fees and charges imposed by the City pursuant to and in accordance with the City Development Ordinances and any and all other City ordinances that concern or may concern the development of the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

Section 2.08. Termination. The termination of this Agreement shall not impair any consent to annexation or obligation to provide any consent to annexation by Landowner and/or Developer for annexation of the Tract into the corporate limits of the City. The obligations of the Developer and the City to perform under this Agreement are expressly contingent upon Developer's closing and/or purchasing of at least 943 acres of the Tract ("Closing"). Within thirty (30) days of Closing, Developer shall provide written notice to the City of such event. Should Closing not occur by March 1, 2023, this Agreement shall automatically terminate, and shall be declared null and void.

ARTICLE III.
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE
ORDINANCES

Section 3.01. Regulatory Standards and Development Quality. Developer agrees that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developer shall provide streets, drainage, utilities, parks, recreational facilities and roads in accordance with the City-approved Plan of Development at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developer will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before the Developer awards a construction contract for such improvements, and the Developer shall not proceed without City approval thereof. Developer shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. These guidelines shall be sent to the City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

(a) Developer agrees that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developer is responsible for the design and construction of all internal water, sewer, and drainage facilities. The City's responsibility for the design and construction of off-site water and sewer facilities to serve the Tract is further outlined in the Utility Agreement. The City will provide retail water and sewer service to customers within the Tract (as well as garbage services), all in accordance with the Utility Agreement, the form of which is attached hereto as Exhibit D. Following acceptance by the City of the water, sewer, and drainage facilities (excluding storm water detention facilities), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. After the District has substantially completed construction, as deemed by the City Engineer, any of its water, sewer and drainage facilities (other than storm water or detention facilities), the City may, upon written notice to the District, require that the District convey such facility to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than storm water detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be

effective until accepted by the City in writing; provided, however, such acceptance by the City shall not be unreasonably conditioned, withheld, or delayed. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City, subject to the Utility Agreement. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District. To the extent of any conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

(b) The Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of eligible facilities to the extent allowed by law.

Section 3.03. Open Space and Recreational Facilities. The City acknowledges and agrees that the Developer may make provisions for open spaces and recreational facilities to serve the Tract to be financed, developed and maintained by the District or by the HOA, to the extent authorized by state law and consistent with this Agreement, the Utility Agreement, the Plan of Development, and the City Development Ordinances. The Developer agrees that any such amenities may be dedicated to the HOA and/or to the District for ownership and operation and shall not be the responsibility of the City, unless and until the District is dissolved, at which time the City may elect to accept ownership of any such amenities having been owned by the District; provided that any amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developer shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developer shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

Section 3.04. Road Facilities. All public roads shall be designed and constructed in compliance with the City Development Ordinances and the Utility Agreement; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the City will not accept for ownership and maintenance. Plans for construction of roads by the Developer shall be submitted to the City for review and approval, and the City shall have the right to inspect the roads during construction.

Section 3.05. Annual Reports. The Developer will provide annual reports to the City regarding construction of improvements by the Developer and the District, the total number of new residences and connections in the District and such other information regarding the development as the City may reasonably require.

Section 3.06. Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

Section 3.07. Density and Minimum Lot Requirements. The Developer agrees that the density requirements and minimum lot requirements associated with the development of the Tract shall be in accordance with the Plan of Development, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Section 3.08. Any reference herein to the application of any ordinance of the City shall mean that the ordinance described shall apply to the Tract, regardless whether the property involved is in the City's corporate limits or extraterritorial jurisdiction.

ARTICLE IV. MUNICIPAL UTILITY DISTRICT

Section 4.01. Municipal Utility District. Contemporaneously with the execution of this Agreement, the City approved a Resolution consenting to creation of the District, and the City agrees that the Resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.02. Annexation of the Tract.

- a. Inclusion in Extraterritorial Jurisdiction Should any portion of the District be located within another municipality's extraterritorial jurisdiction, and within forty-five (45) days of the District's confirmation following its creation, the Developer agrees to use commercially reasonable efforts to cause the District to select, pursuant to Texas Water Code Section 54.0163, the City as the municipality that may exercise authority within the District

as a whole. Should the District fail to select, pursuant to Texas Water Code Section 54.0163, the City as the municipality that may exercise authority within the District within forty-five (45) days of the District's confirmation following its creation, this failure will constitute an event of default pursuant to Article V below.

- b. De-Annexation Efforts. If necessary, the parties agree to fully cooperate and use reasonable efforts to effectuate the de-annexation of the Tract from any portion of Alvin's extraterritorial jurisdiction.

- c. Annexation into City Limits. Within 30 days of approval of this Agreement by the City, the Developer shall submit to the City a petition, in substantially the form attached hereto and incorporated herein in full, signed by all entities with a right to purchase, or with ownership of, the Tract or any portion thereof not then within the City's corporate limits, requesting that all land included in the Tract that is not then located within the City's corporate limits be annexed into those limits by the City. Within thirty (30) days of Closing, Developer shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developer agrees to obtain such additional title reports and petitions for annexation, such as petitions from lienholders on the Tract, as the City deems necessary or advisable after review of the title report or at any other time. Such additional petitions shall be substantially in the form attached hereto and shall be submitted to the City within thirty days of receipt of a request from the City. If the petition, title report, and/or additional petitions, if any, are not submitted timely, the City may refuse to issue any further building permits or plat approvals for the Tract. The City shall promptly act to approve the petitions and complete the annexation of the Tract. The intent of this Agreement is to obligate the Developer to deliver all annexation petitions necessary for the City to annex the Tract.

Section 4.03. Utility Agreement. After approval of the creation of the District by the TCEQ and within ninety (90) days after the election confirming creation of the District, Developer shall use commercially reasonable efforts to cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit D**. Should the District fail to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation following its creation, this failure will constitute an event of default pursuant to Article V below.

ARTICLE V.
MATERIAL BREACH, NOTICE AND REMEDIES

Section 5.01. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the Plan of Development.

(a) The parties acknowledge and agree that any material deviation from Plan of Development and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Tract in compliance with this Agreement and the approved Plan of Development, as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Plan of Development;

2. The District's failure to select, pursuant to Texas Water Code Section 54.0163, the City as the municipality that may exercise authority within the District within forty-five (45) days of the District's confirmation following its creation;

3. The District's failure to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation following its creation;

4. Any annexation of territory into the District without first obtaining consent from the City; or

5. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Tract within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. Enforcement by the City of any City ordinance within the Tract that violates the terms and conditions of this Agreement;

2. City's refusal to approve plats, development plans, or permits where the

same comply with the Plan of Development and this Agreement; and

3. The City unlawfully conditions, withholds, or delays approval of a plat of land within the Tract that complies with the requirements of this Agreement, as specifically described in Section 2.04.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article V shall provide the remedies for such default.

Section 5.02. Notice of Developer's Default.

(a) The City shall notify the Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by the Developer for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer by a method and within a time reasonably satisfactory to the City. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.03. Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present

facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by the City for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City by a method and within a time reasonably satisfactory to the Developer. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.04. Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 5.02 or 5.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within ten (10) business days after the mediation is initiated. The parties participating in the mediation shall share the costs of the mediation equally.

Section 5.05. Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching party. In addition to all other remedies, the City may refuse to grant any additional building permits for construction within the Tract subject to this Agreement until the default is remedied to the reasonable satisfaction of the City.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or

termination of this Agreement.

ARTICLE VI. BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, and its successor or assign. Nothing herein shall be interpreted to establish any third party beneficiaries.

Section 6.02. Term. This Agreement shall bind the parties and continue for forty (40) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the Developer. Upon the expiration of forty (40) years from the date of this Agreement, this Agreement may be extended, at the Developer's request and with City Council approval, for successive one-year periods.

Section 6.03. Assignment. Any Agreement by Developer to sell all or substantially all of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 6.03, Developer's sale of all or substantially all of the Tract to an affiliate or partner of the Developer, or a special purpose entity created by Developer to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in

the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Iowa Colony, Texas
12003 Iowa Colony Boulevard (County Road 65)
Iowa Colony, Texas 77583
Attn: City Manager

Developer: Hines Acquisitions, LLC
2800 Post Oak Blvd., Suite 4800
Houston, Texas 77056
Attn: Carson Nunnelly
Carson.nunnelly@hines.com

District: Brazoria County Municipal Utility District No. 92
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: David Oliver
doliver@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 7.02. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 7.03. Disclosures by City. The City of Iowa Colony, Texas makes the disclosures in this section. The term “landowner” in this section means the Developer, because the obligations of the Developer and the City are expressly contingent upon the Developer becoming the landowner, and this Development Agreement shall automatically become null and void if the Developer does not become the landowner, as provided in section 2.08.

- a. The landowner is not required to enter into this agreement.
- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the

landowner, or pursuant to a strategic partnership under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code.

- c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed under Subchapter 43, C-1 of the Texas Local Government Code. If the land is taxed agriculturally, as wildlife habitat, or for timber production, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the landowner rejects that offer. The landowner must request the annexation in writing. The City and the owner must make a municipal services agreement. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.
- d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the landowner is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.
- e. The procedures for this annexation require either the landowner's consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code.
- f. This Agreement, if accepted by the landowner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

Section 7.04. Statutory Verifications. The Developer makes the following verifications in this section:

- a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.
- b. No Boycott of Firearms. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19,

87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

- c. Chapter 2252, Texas Government Code. Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.
- d. Form 1295. Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

Section 7.05. Vested Rights. Upon the mutual execution of this Agreement, the City and Developer agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g).

Section 7.06. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 7.07. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.08. Applicable Law and Venue. The construction and validity of this

Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 7.09. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 7.10. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 7.11. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 7.12. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any applicable City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 7.13. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 7.14. Builder Participation. Developer shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developer's supervision or control, working on the Project shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to the Project in the amount of \$1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the Project to the Tract.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement
as of the _____ day of _____, 2022.

CITY OF IOWA COLONY, TEXAS

ATTEST:

APPROVED: _____

CITY SECRETARY

Copy

HINES ACQUISITIONS LLC,
a Delaware limited liability company

By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its sole member

By: _____
Name: _____
Title: _____

Copy

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS AGREEMENT made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas, and HINES ACQUISITIONS, LLC, a Delaware limited liability company, or its successor or assign (hereinafter referred to as "Developer"), on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 92, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District") (hereinafter the term "District" (as defined herein) shall be construed to include both Developer and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developer's commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

WHEREAS, the City, by resolution dated _____, has consented to the creation of the proposed District pursuant to the conditions of the City resolution and its code of ordinances (the "City Consent Resolution"); and

WHEREAS, the Developer intends to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 950 acres to be located within the corporate limits of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities", to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities (as defined below) needed to provide

utility service to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Annual Payments" shall mean the annual payments to be made by the City to the District, as provided in Article VI hereof.

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Manager" shall mean the City Manager of the City.

“City Tax Rate” shall mean the City’s ad valorem tax rate (excluding the debt service component) as calculated pursuant to Article VI of this Agreement.

“District” shall mean Brazoria County Municipal Utility District No. 92, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 950 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean Elevation Land Solutions, consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, parks and recreational facilities, and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports. The terms “Facilities” includes the Wastewater

Facilities and Water Facilities as further described herein.

“Interim Wastewater Facilities” means one, or more, steel erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Interim Wastewater Facilities will be solely funded by District and/or Developer. The ownership and operation of the Interim Wastewater Facilities shall be governed by Section IV below.

“Permanent Wastewater Facilities” means one, or more, concrete erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Permanent Wastewater Facilities will be solely funded by District and/or Developer.

“Wastewater Facilities” means, collectively, the Interim Wastewater Facilities and the Permanent Wastewater Facilities.

“Wastewater Impact Fee(s)” means the City’s impact fees for wastewater facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

“Water Facilities” means one, or more, permanent water plant facilities, sites, and one, or more, water wells necessary to serve the Tract. It is anticipated that at least one permanent water plant will be necessary to serve the District, with the associated water well(s) sufficient to provide at least 500 gallons per minute (“GPM”). The design and construction of the Water Facilities will be solely funded by District and/or Developer. The ownership and operation of the Water Facilities shall be governed by Section III below.

“Water Impact Fee(s)” means the City’s impact fees for water supply facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

ARTICLE II THE FACILITIES

2.01. The Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City’s requirements and Utility Functions Agreement criteria applicable to all design and construction within the City’s jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion and in accordance with the City’s applicable development, regulatory, or building ordinances, from time to time may determine to be economically feasible.

2.02 Ownership by the City. As the Facilities are acquired and constructed, the District shall convey the same to the City (except for storm water detention facilities or channels, pocket parks, or non-regional public parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, pocket parks, or non-regional public parks located within the District) is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same once the defects have been corrected.

2.04 Operation by the City. During the term of this Agreement, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels, pocket parks, or non-regional public parks located within the District.

2.05 Park Fees. The District shall pay, or cause to be paid, to the City any authorized regional park fees for any constructed homes prior to the City's final inspection of such property. Upon completion of a regional park by the District or the Developer within the district, the District shall convey such regional park to the City for ownership and operation, provided that the City shall not be required to accept conveyance of any park unless, prior to construction, plans for such park were submitted to and approved by the City to ensure such plans are in compliance with the City's Parks Master Plan. At the time of conveyance, the City and the District agree to secure an independent appraisal for the conveyed regional park, and the District, Developer, and/or the landowners shall be entitled to an offset on the regional park fee thereafter.

owed to the City, equal to the amount calculated by the appraisal.

2.06 Road Facilities. The City and the District acknowledge that the development of the District shall be undertaken in various phases over many years. As a result, the parties acknowledge that certain Facilities, while potentially required if future development occurs within and/or nearby the District, may need to be deferred until such a construction need arises. As further described on **Exhibit B**, with regards to the public roads within the District, the District shall not be required to build those portions of any major arterial, thoroughfare, or collector roads that will create dead-end road segments to the boundaries of the District until the earlier of i) at least 75% of then-projected equivalent single-family connections to be developed in the District have been connected to the water supply system serving such connections, ii) the date the 1,650th equivalent single-family connection within the District is connected to the water supply system, iii) 15 years from the Effective Date, or iv) for any particular road segment, within 24 months of the City's approval of a plat for development adjacent to the District where such road segment would connect or serve upon completion (the earliest of these events will constitute the "Trigger Point"). After the Trigger Point has been reached, the District's capital project funds may only be used (except for emergency purposes) to construct those portions of the regional road projects unless the Developer has otherwise provided an escrow deposit to the City for the cost of such facilities. Furthermore, upon reaching the Trigger Point, the Developer and/or the District may request a variance or approval from the City to defer the construction of the applicable roads until such time as the District is 90% developed. The City, in its sole discretion, may grant or deny the deferral of road construction to the 90% benchmark as described herein. In addition, CR 48 (Airline Road) shall not be required to be improved north of the last entry point to the District up to the north boundary of the District until the Trigger Point is met. The City will amend its major thoroughfare plan to designate Karsten Boulevard and Baird Boulevard as a major collectors within the boundaries of the District.

ARTICLE III WATER FACILITIES

3.01 Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service the District. Therefore, the Developer and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District, which shall be conveyed to the City for ownership and operation. Thus, the City shall provide the District with its ultimate requirements for water supply as needed and required by the District through these Water Facilities constructed by the District. Should the City elect to oversize, upsize, or expand any of the Water Facilities constructed by the District beyond the capacity needed for the District, the City shall be obligated to pay for the costs

incurred by the City for such additional capacity above and beyond the amount necessary for the District.

3.02 Rates. The City shall bill and collect from customers of the Water Facilities and shall from time to time fix such rates and charges for such customers of the Water Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Water Facilities will be equal and uniform to those charged other similar classifications of users in the City. All revenues from the Water Facilities shall belong exclusively to the City.

3.03. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide water service to individual customers. The City may impose tap fees for connecting to the Water Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.04. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, should the City elect to connect the Water Facilities to the City's regional water supply and distribution system, the City shall design, fund, and construct any such necessary water distribution facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Water Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.

3.05. Water Connections. The District shall not be required to construct any Facilities necessary to connect to the City's water supply system until such time as the City has constructed the necessary regional facilities to provide the water supply required to serve the District. The City shall, within eighteen (18) months of the anticipated completion of such regional water supply facilities and of the Offsite Water Line Extensions, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Water Points of Connection.

3.06. Future Expansion. If requested by the City, the Developer and/or District shall donate, or cause to be donated, additional acreage directly adjacent to and contiguous with the site of the Water Facilities' water plant no. 1 (currently estimated to be 1.5 acres), to be situated on the eastern portion of the District. The District and City engineers shall mutually agree upon the size and location of such additional acreage for the eastern water plant no. 1 (up to 1.5 additional acres, for a total of 3 acres).

3.07. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a

letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's water plants (including those which have been constructed and conveyed by the District to the City). Should the City's regional water supply system be incapable of providing for the necessary requested capacity at the time of the aforementioned request, the City shall provide a letter of assurance to purchasers or prospective purchasers that such requester shall be qualified to the required water capacity upon the construction of the City's water supply and distribution facilities, provided that this provision shall not be interpreted to alter the District's obligation to construct all Water Facilities and the Wastewater Facilities necessary to serve the Tract.

3.08. Water Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fee to the City.

ARTICLE IV WASTERWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service the District. Therefore, the Developer and/or the District shall finance, design, and construct the necessary Wastewater Facilities to serve the District, which shall be conveyed to the City for ownership and operation. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities constructed by the District beyond the capacity needed for the District, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District.

4.02. Construction of Wastewater Facilities - Phasing. The Developer or the District will construct, in phases and as reasonably needed to serve the District, the Interim Wastewater Facilities to provide sufficient wastewater treatment capacity for the District. The Interim Wastewater Facilities will be permitted by the TCEQ and leased by the District. Any lease payments associated with the Interim Wastewater Facilities (the "Lease Payments") shall be paid solely by the District.

After construction of the Interim Wastewater Facilities has been commenced by the District, and until such time as at least one of the Interim Wastewater Facilities' wastewater treatment plant is operational, the District shall be permitted to pump and haul wastewater from a manhole within the District to another permitted wastewater treatment facility. At such time as the District has seventy-five (75) active single-family residential connections (as demonstrated by corresponding certificates of occupancy), the

District will not be able to add any additional connections until the Interim Wastewater Facilities have been completed and placed in service.

4.03 Construction of Permanent Wastewater Facilities - Phasing. Upon the earlier of (a) the average daily flow in the Interim Facilities reaching 75% of the cumulative design capacity for all interim phases or (b) twenty years from the date the first phase of an Interim Wastewater Facilities was placed into service, the District shall commence the design of the first phase Permanent Wastewater Facilities and thereafter proceed with diligence to construct the Permanent Wastewater Facilities to provide wastewater treatment services to the District. The District shall complete construction of the final phase of the Permanent Wastewater Facilities no later than 20 years from the date the final Interim Wastewater Facilities was put into service. The District shall remove each applicable phase of the Interim Wastewater Facilities as each phase of the Permanent Wastewater Facilities is put into service.

4.04. Rates. The City shall bill and collect from customers of Wastewater Facilities, and shall from time to time fix such rates and charges for such customers as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by Wastewater Facilities will be equal and uniform to those charged other similar classifications of users all areas of the City. Any revenues collected by the City from the Interim Wastewater Facilities that exceed the Interim Wastewater Facilities' actual operational costs shall be remitted to the District on an annual basis to assist the District in offsetting the Lease Payments.

Within thirty (30) days of the City's adoption of its annual fiscal year budget, the City shall submit to the District, for review and comment, the City's proposed operational cost per connection reasonably related to the Interim Wastewater Facilities (the "Annual Budget"). Should the District provide comments within forty-five (45) days of its receipt of the Annual Budget, the City and the District shall meet in good faith to calculate the Annual Budget to provide for reasonable operational costs related to the Interim Wastewater Facilities.

Not later than ninety (90) days following the end of each of the City's fiscal years, the City shall provide to the District an accounting of the actual operational expenses for the preceding fiscal year related to the Interim Wastewater Facilities, and compare the same to the applicable revenues remitted to the District over such period (the "Annual Review"). Should the District provide comments within forty-five (45) days of its receipt of the Annual Review, the City and the District shall meet in good faith to calculate any amounts owed to or from the District as a result thereof. Should the Annual Review determine the City's overpayment of revenues related to the Interim Wastewater Facilities to the District, an amount equal to the overpayment shall be remitted by the District to the City not later than sixty (60) days following completion of the Annual Review. Should the Annual Review determine the City's underpayment of revenues

related to the Interim Wastewater Facilities to the District, an amount equal to the underpayment shall be remitted by the City to the District not later than sixty (60) days following completion of the Annual Review.

4.05. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.06. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The City, at its sole discretion, shall design, finance, and construct such necessary wastewater facilities (including, but not limited to, force mains, lift stations, and associated property acquisition and/or road improvements) to the boundaries of the District ("Offsite Wastewater Line Extensions"). The City agrees to design, fund, and construct any Offsite Wastewater Line Extensions necessary to serve the District at its sole cost and expense. At such time as the Offsite Wastewater Line Extensions are implemented by the City, the City shall provide written notice to the District reserving sufficient wastewater connections to serve the District in any regional wastewater treatment facilities that have been constructed by the City.

4.07. Wastewater Connections. The District may construct multiple connections between the District's wastewater treatment system and the City's wastewater treatment system, the locations of which shall be mutually agreed upon by the District and the City Engineer, but which shall be located within the District's boundaries (the "Wastewater Points of Connection"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Connection. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service the District. As a result, the District shall not be required to construct any Facilities necessary to connect to the City's wastewater treatment system until such time as the City has constructed the necessary regional plant to provide the wastewater treatment and Offsite Wastewater Line Extensions to be required to serve the District. The City shall, within eighteen (18) months of the anticipated completion of such regional wastewater treatment facilities and of the Offsite Wastewater Line Extensions, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Wastewater Points of Connection.

4.08. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to

the use and benefit of capacity in the City's wastewater treatment plants (including those which have been constructed and conveyed by the District to the City).

4.09. Wastewater Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities to serve the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

ARTICLE V FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

- (a) Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas. The District shall not be authorized to sell Bonds until it has provided the City with a certified copy of the Texas Commission on Environmental Quality order approving the Bond issue.
- (b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax, provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed \$1.50 per \$100 in valuation.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing for developer's operating advances, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

5.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the fifteenth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported

by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five days after notice of sale of the bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than eighteen months of capitalized interest.

5.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.

5.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI ANNUAL PAYMENTS AND DISTRICT TAXES

6.01. Calculation of Annual Payments. In consideration of the acquisition and construction of the Facilities by the District and in order to comply with Texas Commission on Environmental Quality rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make an annual payment to the District ("Annual Payment"). The Annual Payment shall only be made based on the City's tax revenues actually collected and received by the City from real property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be rebated to the District under this Section. Expressed as a formula, the Annual Payment is: **City Tax Rate X District Taxable Assessed Valuation/100.**¹ The City shall not rebate any portion of the debt service component of its tax rate to the District.

The structure of the District's receipt of the Annual Payments shall be as follows:

2025-2027	Annual Payment equal to 100% of City Tax Rate x District Taxable Assessed Valuation/100
2028-2030	Annual Payment equal to 75% of the City's Tax Rate of City Tax Rate x District Taxable Assessed Valuation/100
2031-2034	Annual Payment equal to 50% of the City's Tax Rate of City Tax Rate x District Taxable Assessed Valuation/100
2035-2038	Annual Payment equal to 25% of the City's Tax Rate of City Tax Rate x District Taxable Assessed Valuation/100

The Parties recognize that the City Tax Rate may increase or decrease over time. As such, the City shall annually reevaluate and determine the City Tax Rate for the purposes of this Agreement. The Parties shall use the City's most recent Comprehensive Annual Financial Report and the District's most recent certified tax roll from the Brazoria County Appraisal District. The Annual Payment shall be used by the District to pay for the design and construction of water, sewer, and drainage facilities, park and recreational facilities or road facilities or to pay debt service on outstanding bonds issued by the District.

6.02. Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each May 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g., if the District receives a tax roll for the calendar year 2027, the Annual Payment for such year will be due May 1, 2028). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid.

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual Payment. The parties recognize and acknowledge that, from time to time, the Brazoria

¹ This formula is included for ease of calculation. As described above, the Annual Payment is funded from the taxes actually collected and received by the City. However, as there will inevitably be corrections, supplements, and adjustments to the tax rolls (as further described in Section 6.03), the formula included here simplifies the complex math associated with such changes.

County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of the Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather than payment within such 45 days, the next Annual Payment shall be adjusted accordingly. The obligation of the City to make Annual Payments to the District shall terminate on (i) the date when all of the District's obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Annual Payment shall be made with respect to tax years 2039 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District's Assets and assumes the District's Obligations as provided by law and Article VII, below.

6.04. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the City from time to time in the City's Department of Finance and Administration, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

6.05. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund; and (ii) for maintenance purposes all in

accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to or initiates a lawsuit for unpaid taxes.

6.06. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VII DISSOLUTION OF THE DISTRICT

7.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 95% of the District's Facilities have been developed; and
2. The costs of the Facilities have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City; or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

7.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and

representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VIII REMEDIES IN EVENT OF DEFAULT

8.01 Default by Either Party. The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

8.02 Notice of Default. The non-breaching party shall notify the other party in writing of an alleged failure to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party shall, within thirty (30) days after receipt of such notice or such longer period of time as may be included in the notice, either cure such alleged failure or, in a written response to the non-breaching party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01. Assumption by the District. Developer covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement within ninety (90) days of the District's confirmation election. However, if the District fails to execute this Agreement within the ninety (90) days, or in the event that the District has not been created by December 31, 2023, either Developer or City may terminate this Agreement upon ten (10) days' written notice to the other party. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required herein, then Developer shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the failure has been cured.

9.02. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits.

9.03. Force Majeure. In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

9.04. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.05. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

City:	City of Iowa Colony, Texas 12003 Iowa Colony Boulevard (County Road 65) Iowa Colony, Texas 77583 Attn: City Manager
Developer:	Hines Acquisitions, LLC 2800 Post Oak Blvd., Suite 4800 Houston, Texas 77056 Attn: Carson Nunnelly Carson.nunnelly@hines.com
District:	Brazoria County Municipal Utility District No. 92

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: David Oliver
doliver@abhr.com

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

9.06. Assignability. Any Agreement by Developer to sell all or substantially all of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 9.06, Developer's sale of all or substantially all of the Tract to an affiliate or partner of the Developer, or a special purpose entity created by Developer to develop the Tract, shall not be considered a sale to a Successor Developer, and only written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

9.07. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

9.08. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

9.09. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

9.10. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions

contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

9.11. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

9.12. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

9.13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

9.14 No Allocation Agreement. The Parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the Parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be terminated, and the Parties agree to enter into such subsequent agreement(s) as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each Party agrees to cooperate with the other to implement the intent of this paragraph.

9.15 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the date hereof (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District. Further, this Agreement shall automatically terminate in the event that the Texas Commission on Environmental Quality does not adopt an order consenting to the creation of the District on or before December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20__.

THE CITY OF IOWA COLONY, TEXAS

Mayor

ATTEST/SEAL

City Secretary

APPROVED AS TO FORM:

City Attorney

Copy

HINES ACQUISITIONS LLC,
a Delaware limited liability company

By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its sole member

By: _____
Name: _____
Title: _____

Copy

Pursuant to Section 9.01 hereof, the District has executed the Agreement.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 92

By: _____

Name: _____

Title: President, Board of Directors

Date: _____

STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____,
20__, by _____, President of the Board of Directors of the Brazoria County
Municipal Utility District No. 92, on behalf of said entity.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

(SEAL)

PETITION FOR ANNEXATION
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

The undersigned, HINES ACQUISITIONS, LLC, a Delaware limited liability company, or its successor or assigns (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 950 acres currently partially located within the City's extraterritorial jurisdiction, partially located within land that is in the extraterritorial jurisdiction of the City of Alvin, Texas ("Alvin"), and partially located within land that is not in any other city's extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. The Petitioner hereby certifies that it will be, upon its purchase of the Land, the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that will own the Land or have an ownership interest in any part of the Land upon Petitioner's purchase of the Land. The Petitioner acknowledges the City has offered a development agreement and the Petitioner will enter into a development agreement with the City.

4. This Petition shall not become effective until the date on which both of the following events have occurred: (i) the Petitioner has purchased the Land, and (ii) the Land has been removed from Alvin's extraterritorial jurisdiction.

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

6. This Petition is irrevocable without the consent of the City of Iowa Colony, which is in no way obligated to give such consent.

7. This Petition for Annexation into City Limits shall be deemed renewed and repeated each day, so that it is a new, additional petition for annexation of the Property each day and shall be deemed filed anew with the City each day.

Respectfully submitted this _____ day of _____, 2022, but effective as of the date described above.

HINES ACQUISITIONS LLC,
a Delaware limited liability company

By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its sole member

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ of HINES ACQUISITIONS LLC, a Delaware limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION – AS SURVEYED

OVERALL FITE TRACT, TEXAS FIREARMS AND 20 FOOT ROAD FOR MUD NO. 92

BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS BASIS BEING THE NORTH LINE OF SUBJECT TRACT BEING NORTH 87 DEGREES 47 MINUTES 12 SECONDS EAST)

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET AT THE SOUTHWEST CORNER OF LOT 51, BEING THE SOUTHEAST CORNER OF A CALLED 107.60 ACRE TRACT OF LAND RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. NO. 93-046808 BEING IN THE SOUTH LINE OF THE DAVIS TALLEY LEAGUE, ABSTRACT NO. 130 AND THE NORTH LINE OF CHESTER S. GORBET SURVEY, ABSTRACT NO. 64;

THENCE NORTH 02 DEGREES 12 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF LOTS 51 AND 43, A DISTANCE OF 3,300.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHWEST CORNER OF SAID LOT 43, BEING THE MOST WESTERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 30 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 43, 44, 45, 46 AND 47, A DISTANCE OF 5,823.98 FEET TO A SET "X" CUT IN CONCRETE FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 45 MINUTES 15 SECONDS WEST, OVER AND ACROSS LOT 38, A DISTANCE OF 1,816.24 FEET TO A SET "X" CUT IN CONCRETE IN THE NORTH LINE OF SAID LOT 38, SAME BEING THE NORTH LINE OF DAVIS TALLEY LEAGUE AND SOUTH LINE OF LAVACA NAVIGATION COMPANY LEAGUE, ABSTRACT NO. 328, SAME BEING THE MOST NORTHERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 32 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 38, 39 AND 40, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND LAVACA NAVIGATION COMPANY LEAGUE, A DISTANCE OF 2,651.41 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE WEST LINE OF HAYES CREEK, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE ALONG THE WEST LINE OF SAID HAYES CREEK THE FOLLOWING NINE (9) CALLS AND DISTANCES:

SOUTH 63 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 411.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 51 DEGREES 21 MINUTES 05 SECONDS EAST, A DISTANCE OF 166.75 FEET TO AN ANGLE POINT;

SOUTH 41 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,169.21 FEET TO AN ANGLE POINT;

SOUTH 34 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 170.72 FEET TO AN ANGLE POINT;

SOUTH 30 DEGREES 45 MINUTES 05 SECONDS EAST, A DISTANCE OF 473.03 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 35 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 80.67 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 45 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 364.40 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 40 DEGREES 41 MINUTES 05 SECONDS EAST, A DISTANCE OF 119.77 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 43 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 201.11 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 73 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.92 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR CORNER IN THE EAST LINE OF LOT 50, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, ABSTRACT NO. 706;

THENCE SOUTH 02 DEGREES 19 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF LOTS 50 AND 62, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, A DISTANCE OF 1704.95 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE TEXAS FIREARMS TRACT;

THENCE NORTH 87 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID TEXAS FIREARMS TRACT, A DISTANCE OF 332.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 5, AND BEING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEGREES 17 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, A DISTANCE OF 1038.24 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 7.928 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87 DEGREES 30 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 7.928 ACRE TRACT AND LOTS 62 THROUGH 51, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND CHESTER S. GORBET SURVEY, A DISTANCE OF 10,898.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 953.8159 ACRES (41,548,221 SQUARE FEET) OF LAND, MORE OR LESS.



FRED W. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR #2321
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 RICHMOND, BLDG. J, STE 101
HOUSTON, TEXAS 77082
OFFICE 281-556-6918
FAX 281-556-9331
FIRM NO. 10045400
JOB NO. 1212.21
DATE: 07/13/2022



Ordinance No. O-2022-__

AN ORDINANCE APPROVING THE ISSUANCE OF BONDS BY THE IOWA COLONY DEVELOPMENT AUTHORITY; AND CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

* * * * *

WHEREAS, by City of Iowa Colony Ordinance No. 2010- 2, adopted March 15, 2010, the City of Iowa Colony, Texas (the “City”) created Reinvestment Zone Number Two, City of Iowa Colony, Texas (the “Zone”) for the purposes of development within the City; and

WHEREAS, by City Ordinance No. 2010-4, adopted June 21, 2010, the City approved the Project Plan and Reinvestment Zone Financing Plan for the development of the Zone (the “Project and Financing Plan”), as amended by City Ordinance No. 2016-21, adopted August 22, 2016, and by City Ordinance No. O-2020-16, adopted June 15, 2020; and

WHEREAS, by Resolution No. R2010-R-3 adopted on March 15, 2010, the City authorized the creation of the Iowa Colony Development Authority (the “Authority”), a local government corporation, pursuant to Subchapter D of Chapter 431, Texas Transportation Code, to aid, assist and act on behalf of the City in the performance of the City’s governmental functions with respect to promoting, developing, encouraging and maintaining housing, employment, commerce and economic development within the Zone; and

WHEREAS, The City, the Zone, and the Authority entered into an agreement dated February 21, 2011, as amended and restated on August 22, 2016, as amended by Amendment No. 1 dated May 1, 2022 (the “Tri-Party Agreement”), pursuant to which the Authority would have authority to administer the Zone; make recommendations to the Zone Board and the City with respect to the development of the Zone; perform and engage in activities relating to the acquisition, development and sale of land and other properties; engage in development and redevelopment

activities; construct and improve infrastructure in the Zone; enter into development agreements with developers/builders in the Zone; subject to City approval, issue, sell or deliver its bonds, notes, or other obligations; and perform the other activities provided in the Tri-Party Agreement; and

WHEREAS, the Tri-Party Agreement provides that the Authority may not issue bonds without approval by the City; and

WHEREAS, by City Ordinance No. 2018-24, adopted October 22, 2018, the City approved and authorized the Authority to sell its 2018 series of bonds in an aggregate principal amount not to exceed \$11,000,000 (the “Series 2018 Bonds”); and by City Ordinance No. 2019-31, adopted September 16, 2019, the City approved and authorized the Authority to sell its 2019 series of bonds in an aggregate principal amount not to exceed \$6,000,000 (the “Series 2019 Bonds”); and by City Ordinance No. 2020-11, adopted May 18, 2020, the City approved and authorized the Authority to sell its 2020 series of bonds in an aggregate principal amount not to exceed \$6,500,000 (the “Series 2020 Bonds”); and by City Ordinance No. O-2021-14, adopted August 16, 2021, the City approved and authorized the Authority to sell its 2021 series of bonds in an aggregate principal amount not to exceed \$8,000,000 (the “Series 2021 Bonds”); and

WHEREAS, in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2018, dated November 28, 2018, the Authority sold its Series 2018 Bonds in the aggregate principal amount of \$8,480,000; and in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2019, dated November 4, 2019, the Authority sold its Series 2019 Bonds in the aggregate principal amount of \$4,105,000; and in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa

Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2020, dated June 18, 2020, the Authority sold its Series 2020 Bonds in the aggregate principal amount of \$3,865,000; and in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2021, dated August 24, 2021, the Authority sold its Series 2021 Bonds in the aggregate principal amount of \$6,105,000; and

WHEREAS, in order to implement the Project and Financing Plan and fulfill the purposes for which it was created, the Authority requests the City's approval for the Authority to issue its series 2022 bonds in an amount not to exceed \$8,000,000; and

WHEREAS, the City desires to grant the Authority such right and power to issue bonds as described herein; **NOW, THEREFORE**,

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

Section 1. That 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 hereby approves and authorizes the Authority to issue its bonds payable from and secured by the revenues to be paid by the City and the Zone pursuant to the Tri-Party Agreement (the "Tri-Party Agreement Revenues"), in an aggregate principal amount not to exceed EIGHT MILLION DOLLARS (\$8,000,000).

Section 3. The City shall have no obligation with respect to the bonds of the Authority other than to make payments of tax increments to the Authority pursuant to the Tri-Party Agreement. The bonds of the Authority shall contain on their face a statement that the City is not

obligated to make payments on the bonds from taxes or other moneys of the City other than the Tri-Party Agreement Revenues pursuant to the terms of the Tri-Party Agreement.

Section 4. The Mayor and the staff of the City are hereby authorized to provide to the Authority such information and documents, and the Mayor and staff of the City are authorized to execute necessary certificates and provide necessary financial information with respect to the City, the tax increment fund created by the City for the Zone, and other financial information of the City with respect to the Zone, as may be required or requested by the Authority to offer and sell the bonds approved herein.

Section 5. That the City Council officially finds, determines, recites and declares 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, 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. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND ADOPTED this 15th day of August, 2022.

CITY OF IOWA COLONY, TEXAS

Mayor

ATTEST:

City Secretary



Engagement Letter

March 26, 2019

City of Iowa Colony, Texas
Attn: Robert Hemminger, City Manager
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: Continuing Disclosure Services

Ladies and Gentlemen,

This letter is to confirm the engagement of **Masterson Advisors LLC (MA)** (the "Consultant") by **City of Iowa Colony, Texas**, (the "Client") for the purpose of providing certain continuing disclosure services described below (together, the "Continuing Disclosure Services") and detailed in Appendix A. The Continuing Disclosure Services are to be performed with respect to the bonds listed in Exhibit 1 along with subsequent securities subject to SEC Rule 15c2-12 continuing disclosure requirements thereto (the "Bonds"). Prior to this engagement with the Client, the Consultant entered into an agreement with BLX Group LLC ("BLX") to assist in certain filing and monitoring services also detailed in Appendix A on behalf of the Consultant.

By executing this engagement letter the Client undertakes to provide or cause to be provided to the Consultant all such relevant data (the "Data"), as specified by the Consultant from time to time, and shall cooperate with all reasonable requests of the Consultant in connection therewith.

The Client agrees to pay the Consultants for each Continuing Disclosure Service the amount(s) as set forth in Appendix A. In addition, Client will be assessed a charge for reimbursement or recovery of internal expenses and any third-party costs (such as repository fees) incurred by the Consultant or BLX. Fees and charges are payable on each within 10 days of receipt by Client of an invoice. These fees will apply to the first three years of the engagement after which time the fees are subject to renegotiation.

This engagement shall become effective on the date executed by the Client and shall remain in effect until terminated by either party. This engagement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

The Consultant and BLX are Securities and Exchange Commission ("SEC") and Municipal Securities Rule Making Board ("MSRB") registered municipal advisors. The Client acknowledges and agrees that (i) BLX is not acting as a municipal advisor, financial advisor, investment advisor, agent or fiduciary to the Client; and (ii) has not assumed any advisory or fiduciary responsibility to the Client with respect to the Continuing Disclosure Services contemplated under this agreement.

BLX is a wholly owned subsidiary of Orrick, Herrington and Sutcliffe LLP ("Orrick"). BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Client (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or unrelated matter(s). To the extent that a conflict-of-interest is created by this engagement, the Client hereby waives any such conflict.

The Client acknowledges that although BLX is presently wholly owned by the law firm of Orrick, (1) BLX is not a part of the law firm, its employees are not lawyers and the services it provides, including all services contemplated by this agreement, are not legal services and do not include legal advice or legal opinions of any kind; (2) neither of the Consultants, therefore, is being engaged hereunder and neither undertakes to independently verify,



or otherwise assume any responsibility for, the accuracy, completeness of fairness of any Disclosures made in Annual Reports or notices of Listed Events or compliance with federal or state securities laws; (3) the Consultants are not being engaged hereunder and do not undertake to make any inquiry to attorneys or others at Orrick for legal advice or for information anyone at Orrick may have which might be material to the Client or the disclosures which shall be the sole responsibility of the Client; (4) this agreement does not establish any attorney-client or other relationship with Orrick, and Orrick is not in any manner involved in or responsible for the services to be provided by the Consultants under this agreement and Orrick shall not be held liable in any manner for such services; and (5) this agreement and BLX's relationship to Orrick does not represent any basis for a conflict-of-interest to be considered to exist by reason of any attorney-client relationship that Orrick may have had, have, or enter into (even if adverse to the Client), and the Client specifically consents to any and all such relationships. In addition, the Client agrees that any or all information obtained or developed pursuant to this engagement may be used and disclosed by the Consultants as required for the Consultants to perform its duties under the continuing disclosure agreement.

The Consultant, represent that, to the extent this engagement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this engagement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Foreign Terrorists Organizations. Pursuant to Texas Government Code, Chapter 2252, as amended, the Consultant represents and verifies that at the time of execution of this engagement and for the term of this engagement, neither the Consultant, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

If the terms of this engagement letter are acceptable, please sign and return a copy of the executed letter to me. If you have any questions regarding this engagement letter, please feel free to contact us. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Masterson', is written over a large, faint red 'COPY' watermark.

Drew K. Masterson
Managing Director
(713) 814-0555
Drew.Masterson@MastersonAdvisors.com

ACCEPTED AND AGREED TO:

City of Iowa Colony, Texas,

By: _____
Authorized Representative

Dated: _____

Appendix A

1. Dissemination Agent Services

The Consultant, in particular BLX on behalf of the Consultant, will perform the duties of the “dissemination agent” as set forth in the Continuing Disclosure Agreement, subject to the conditions and limitations set forth herein.

- ❖ The sole remedy under the Continuing Disclosure Agreement and this engagement letter in the event of any failure of the Dissemination Agent to comply with the Continuing Disclosure Agreement shall be an action to compel performance.
- ❖ The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement, and Client agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties under the Continuing Disclosure Agreement, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct
- ❖ Each engagement letter will only be an agreement between the Client and Consultant and shall create no rights in any other person or entity.

2. Rating Change Monitoring Services

The Consultant, in particular BLX on behalf of the Consultant, will provide the following rating change monitoring services:

- ❖ Review the CUSIP of the bonds for rating changes by the rating agencies referenced in the official statement.
- ❖ Utilize third party sources, including Bloomberg, to determine if a rating change has occurred.
- ❖ Confirm rating change with the rating agency website.
- ❖ Notify the Consultant and Client of such rating changes on the bonds within 5-7 business days of the date of such rating change, including the new rating, the effective date of the new rating, and the rating agency responsible for the rating change.

3. Continuing Disclosure Annual Reporting Services

The Consultant shall provide the following services to the Client, subject to the conditions and limitations set forth herein:

- ❖ Determine from the Continuing Disclosure Agreement(s) and remind the Client at least 60 days in advance, by when the Annual/Quarterly/Monthly Report must be provided to the Municipal Securities Rulemaking Board's (“MSRB”) Electronic Municipal Market Access system (“EMMA”).
- ❖ Assist the officers or employees of the Client designated with responsibility for continuing disclosure to assemble information necessary for the Annual/Quarterly/Monthly Report.
- ❖ Format or assist in formatting such material into an Annual/Quarterly/Monthly Report.
- ❖ Assist in preparation of Event Notices determined by the Client to be material and/or required to be submitted on EMMA.
- ❖ Submit or confirm submission of the Annual/Quarterly/Monthly Reports and Listed Event notices to EMMA.
- ❖ Maintain, or cause to be maintained, for at least six (6) years, a record of the Annual/Quarterly/Monthly Reports and Listed Event notices submitted to EMMA.

<u>Service</u>	<u>Total Fee</u>	<u>MA Portion</u>	<u>BLX Portion</u>
Annual Report Dissemination Agent Services (per year)	\$750	\$0	\$750
Rating Change Monitoring Services (per year)	\$250	\$0	\$250
Continuing Disclosure Annual Reporting Services (per year)	\$2,500	\$2,000	\$500
Total	\$3,500	\$2,000	\$1,500

Additional filings such as monthly and/or quarterly reporting are subject to an additional \$100 fee per filing to be split 60% to the Consultant and 40% to BLX.



Exhibit 1

Description

Combination Tax and Revenue Certificates of Obligation, Series 2022
All subsequent securities subject to SEC Rule 15c2-12

Copy

**AMENDMENT TO DEVELOPMENT AGREEMENTS ON
STERLING LAKES AND SIERRA VISTA
August 15, 2022**

I. PARTIES

This **AMENDMENT TO DEVELOPMENT AGREEMENTS FOR STERLING LAKES AND SIERRA VISTA** (this “Amendment”), is agreed by the following parties, herein collectively called “the Parties”:

A. CURRENT PARTIES, herein collectively called the “Current Parties”:

CITY OF IOWA COLONY, TEXAS, a municipal corporation and home rule city of the State of Texas (the “City”);

STERLING LAKES IOWA ASSOCIATES, a Texas joint venture (“SLIA”);

IOWA COLONY STERLING LAKES, LTD., a Texas limited partnership (“ICSL”);

LAND TEJAS STERLING LAKES SOUTH, L.L.C., a Texas limited liability company (“LTSLS”) (LTSLS, SLIA, and ICSL are collectively called the “Developer” herein);

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31, a conservation and reclamation district (the “District”); and

MCALISTER OPPORTUNITY FUND 2012, L.P., a Delaware limited partnership (“McAlister”);

B. ADDITIONAL PARTY

ASTRO STERLING LAKES NORTH, L.P. (“Astro”) a Delaware limited partnership.

II. EXISTING AGREEMENTS. DEFINITIONS

Unless otherwise specified, the terms “Agreement,” “Agreements,” “Development Agreement,” or “Development Agreements” herein shall mean all Agreements described herein, all prior amendments to any of them, and this amendment.

This document amends two Development Agreements: the Sterling Lakes Development Agreement; and the Sierra Vista Development Agreement; as described below.

A. STERLING LAKES DEVELOPMENT AGREEMENT

The term “Sterling Lakes Development Agreement” herein means all of the following agreements and this further amendment:

1. The City and Land Tejas Companies entered into that certain Development Agreement dated November 12, 2003, (the "Initial Agreement"), relating to the development of a tract of land described more fully therein. The Initial Agreement additionally provided for the creation, operation and annexation of the District, and the District ratified and approved the terms of the initial Agreement after its creation.

2. Subsequently, SLIA and ICSL succeeded Land Tejas Companies in interest in the land. Then the City, SLIA, ICSL, the District, and Land Tejas Companies, entered into that certain First Amendment to Development Agreement effective June 17, 2013, to provide for an amended Plan of Development and certain other terms.

3. The City, SLIA, ICSL, and the District then entered into the Second Amendment to Development Agreement effective September 15, 2014.

4. The City, SLIA, ICSL, and the District then entered into a further Amendment to Development Agreement effective July 19, 2021.

5. The parties wish to further amend the Sterling Lakes Development Agreement as herein stated.

B. SIERRA VISTA DEVELOPMENT AGREEMENT

The term "Sierra Vista Development Agreement" herein means all of the following agreements and this further amendment:

1. The City, LTSLS, and McAlister entered into that certain Development Agreement effective February 15, 2016, (the "Agreement"), for the development of the property therein described and including a Plan of Development for Sterling Lakes and Sierra Vista.

2. The parties to the Sierra Vista Development Agreement amended it effective February 15, 2021.

3. The parties to the Sierra Vista Development Agreement then entered into a further Amendment to Development Agreement effective July 19, 2021.

4. Now the parties wish to further amend the Sierra Vista Development Agreement as herein stated.

III. RECITALS

1. After the Current Parties executed the Development Agreements, Astro Sterling Lakes North, L.P. acquired ownership of some of the land subject to the Development Agreements, and the Parties wish to make Astro a party to the Development Agreements as an additional

Developer. Astro shall have the obligations of a Developer under the Development Agreements, as to the land Astro now owns, regardless whether Astro later conveys any of that land. Astro now owns the land described in the following deeds to Astro: (a) from Land Tejas Sterling Lakes South, L.L.C., recorded at County Clerk's File No. 2021084558 in the Official Records of Brazoria County, Texas; (b) from Land Tejas Sierra Vista West, LLC, recorded at County Clerk's File No. 2021084557 in the Official Records of Brazoria County, Texas; and (c) from Iowa Colony Sterling Lakes, Ltd., recorded at County Clerk's File No. 2021084511 in the Official Records of Brazoria County, Texas

2. Now the Parties also wish to amend the Development Agreements as herein stated.

III. AMENDMENTS TO AGREEMENTS

1. Astro Sterling Lakes North, L.P. is hereby made a party to the Development Agreements, as a Developer, as to the land now owned by Astro and described above.

2. Exhibit B attached hereto is hereby substituted in its entirety for the Plan of Development in the prior versions of the Development Agreements.

3. The following is added to each of the Development Agreements as the last section of those Agreements:

“**Section ____ . Sales Tax.** The Developer shall utilize, and cause its contractors to utilize, separated building materials and labor contracts for all taxable building materials related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.”

4. The City of Iowa Colony, Texas makes the disclosures in this section.

- a. The landowner is not required to enter into this agreement.

- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the landowner, or pursuant to a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code. The City already obtained such requests from the landowners at the times of the original Development Agreements, and the City already has such strategic partnership agreements.

- c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed by request of the landowner under Subchapter 43, C-3 of the Texas Local Government Code. If the land is taxed agriculturally, as wildlife habitat, or for timber production, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the landowner rejects that offer. The City and the owner must make a municipal services agreement. The landowner must request the annexation

in writing, which has already been done in connection with the original Development Agreements. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the landowner is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.

e. The procedures for this annexation require either the landowner's consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code, and the City already has both.

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

4. The parties hereby reaffirm the Agreements in full, subject to the amendments herein, and the Agreements shall remain in full force and effect in accordance with their terms, subject to these amendments.

EXECUTED AND APPROVED to be effective as of **AUGUST 15, 2022**.

CITY OF IOWA COLONY

By: _____
Michael Byrum-Bratsen, Mayor

ATTEST:

Kayleen Rosser, City Secretary

STERLING LAKES IOWA ASSOCIATES,
a Texas joint venture

By: Iowa Colony Sterling Lakes 274, Ltd.,
a Texas limited partnership,
Managing Joint Venturer

By: Land Tejas Companies, Ltd.,
a Texas limited partnership,
General Partner

By: Land Tejas Corporation,
a Texas corporation,
General Partner

By: _____
Al P. Brende,
Vice President

and

By: _____
Courtney P. Grover,
Vice President

Copy

IOWA COLONY STERLING LAKES, LTD.,
a Texas limited partnership

By: LAND TEJAS COMPANIES, LTD.,
a Texas limited partnership,
its managing general partner

By: LAND TEJAS CORPORATION,
a Texas corporation,
its general partner

By: _____
Al P. Brende,
Vice President

and

By: _____
Courtney P. Grover,
Vice President

Copy

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 31**

By: _____
President

ATTEST:

Secretary

Copy

**LAND TEJAS STERLING LAKES
SOUTH, L.L.C.,**
a Texas limited liability company

By: L.T. Management, Inc., a Nevada
Corporation, as its Manager

By: _____
Al P. Brende, President

Copy

**MCALISTER OPPORTUNITY FUND
2012, L.P.,**
a Delaware limited partnership

By: MOF 2012 GP, LLC
a Delaware limited liability
company,
as its General Partner

By: _____
Signature

Name: _____

Title: _____

Copy

**ASTRO STERLING LAKES
NORTH, L.P.,**
a Delaware limited partnership

By: _____
a _____,
as its General Partner

By: _____
Signature

Name: _____

Title: _____

Copy

ATTACHMENT:

AMENDED PLAN OF DEVELOPMENT FOR

STERLING LAKES

AND

SIERRA VISTA

Copy

EXHIBIT B
PLAN of DEVELOPMENT
Sterling Lakes at Iowa Colony
And
Sierra Vista

A. Introduction.

1. The property is comprised of 1,285.64 acres, consisting of residential and commercial uses with community facilities such as parks, lakes, trails, open space and other general public facilities.
2. This PD includes the following sections:
 - General Provisions
 - Land Uses
 - Development Regulations for Single Family Lots
 - Development Regulations for Townhouse residential, tri-plex and duplex units.
 - Development Regulations for Commercial Tracts not in the Town Center Sub-District
 - Development Regulations for Town Center
 - Parks, Recreation and Trails
 - School and Community Facility Sites
 - Landscape
 - Street Plan & Cross-Sections
 - Project Phasing
 - Architectural Entry / District Sign
 - Specific Conditions

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in District MU (Mixed Use District) is not contained in this Agreement, all the regulations contained in the Development Code applicable to District MU in effect on the effective date of this Agreement apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this Agreement. In the event that there are discrepancies between the text of this document and the exhibits attached, the text shall prevail.

2. The project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1:	<i>Boundary Exhibit</i>
Figure 1a:	<i>Jurisdiction Map</i>
Figure 2:	<i>General Development Plan</i>
Figure 2a:	<i>Town Center Sub-District</i>
Figure 3:	<i>Landscape and Open Space Plan</i>
Figure 4:	<i>Thoroughfare Exhibit</i>
Figure 5:	<i>Street cross section for Spine Road, (divided)</i>
Figure 6:	<i>Street cross section for Spine Road, (undivided)</i>
Figure 7:	<i>Pedestrian Cross Section and Detail</i>
Figure 8:	<i>Sterling Lakes North General Plan</i>
Figure 9:	<i>Phasing Plan of Development</i>

The project is located west of State Highway 288, between County Roads 573, Alloy Road and 64, Davenport Parkway. The property is within the William Pettus Survey, H.T. & B.R.R. Company Survey No. 68, 288, and 289, Brazoria County, Texas. As shown on [Figure 1a: Jurisdiction Map](#), parts of the proposed development lie within the City Limit, and part in the extra-territorial jurisdiction of the City of Iowa Colony.

3. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.
4. All future building permits shall be reviewed for conformance with this PD.
5. Access to Valley Glen Road (SH 288 frontage road) shall be limited to one public street or private non-exclusive driveway. The spacing of the intersection to Valley Glen Road shall be a minimum 1,200 feet apart and shall connect to another public street or an internal driveway network to provide mutual use, non-exclusive access to multiple users.

An additional driveway connection to Valley Glen Road may be permitted no closer than 600 feet apart with the approval of the Planning Commission upon review of a Traffic Impact Analysis, TIA, prepared specifically for the commercial use(s) proposed fronting on Valley Glen Road. The TIA shall:

- Clearly show and distinguish between all existing, proposed and future facilities on the site
- Clearly delineate and distinguish between all existing and proposed traffic improvements, including turn lanes
- Show all applicable traffic counts at all existing and proposed intersections and driveways
- Provide comparative analysis of ingress, egress and trip distribution pre and post development with and without the proposed driveway intersections on Valley Glen Road.

C. Land Uses.

1. Permitted land uses for tracts identified as Single Family Residential (SFR) on **Figure 2** shall be those uses permitted within District SFR of the Zoning Ordinance.
2. Permitted land uses for the Commercial tract on **Figure 2** shall be those uses permitted within District MU of the Zoning Ordinance. Commercial may include multi-family residential, subject to City Council approval at the time multi-family is proposed for development. Any other commercial or non-residential use may be allowed, but only if the city council exercises its discretion to grant appropriate approval for said use.
 - (a) Multi-Family use is limited to two separate projects with each project containing no more than 300 units.
 - (b) No building or structure shall exceed 3 stories or 45 feet, subject to Fire Marshall review and approval
 - (c) There shall be no more than 22 units per net platted acre. Except that if all required parking is provided within a parking garage that is screened from view of any public street, there shall be no limit on density as long as the total number of units do not exceed 300 units
 - (d) At least 50% of all required parking shall be covered parking.
 - (e) All surface parking lots shall be screened from view of any adjacent public streets with a minimum 3 foot berm or landscape hedge
 - (f) A minimum 6% of the gross area of the site shall be required as landscaping.
3. Permitted land uses for the tracts identified as “Townhouse” on **Figure 2** shall be townhouse residential, tri-plex and duplex units.
4. Permitted land uses for the tracts within the Town Center Sub-District shall be those uses shown in the following table. Certain land uses are permitted only when developed under specific conditions as established in the Notes section of the **Table 1.0: Permitted Uses**.

Table 1.0 – Permitted Uses:

Land Uses Permitted	2.Towncenter	3.Townhouse	Notes
Residential Land Uses			
Dwelling, Single Family Attached	X	X	
Dwelling, Single Family Detached	X	X	
Public and Civil Land			

Uses			
Wedding Venue	X		
Recreation and Entertainment			
Amusement and Recreational Services	X		
Other Spectator Sports, incl. rental concessions	X		
Other Reservation Services	X		
Auditorium/ Indoor performance Venue	X		
Membership Sports and Recreation Club	X		
Medical Land Uses			
Clinic	X		
Medical, Dental & Optical Retail Sales	X		
Medical, Dental Office	X		
Optician Shop	X		
Motor Vehicle/Transportation			
Auto Service Station	X		
Bicycle Sales, Repairs & Hire	X		
Recreational Vehicle Rental	X		
Recreation Vehicle and Boat Sales	X		
Professional Services			
Bank, Savings and Loan Association, Financial Institution	X		Note 1.
Office, Business	X		
Office, Professional	X		
Office, Real Estate Development Tract or Field Office	X		
Commercial, Retail, Personal Services			
Antique Shop	X		
Apparel Alteration and Retail or Tailor Shop	X		

Art Gallery	X		
Arts, Crafts and Hobby Shop	X		
Bakery, Retail Confectionery	X		Note 3
Barbershop, Beauty Salon, other Personal Shop	X		
Catering Service	X		
Convenience Store, without Fuel Sales	X		
Convenience Store, with Fuel Sales	X		Note 7
Department Store	X		Note 4
Farmers' Market, Outdoor	X		
Furniture, Fixture & Appliance Store	X		
Gift Shop including Florist	X		
Grocery Store	X		
Grocery Store, with Fuel Sales	X		Note 7
Health Club	X		
Hobby Studio, Private	X		
Hotel, Motel	X		Note 8
Kiosk	X		
Laundry, Dry Cleaning Pickup & Receiving Station	X		Note 5
Liquor Store, Packaging Sales	X		
Meat Market (includes Seafood)	X		
Mobile Food Unit	X		
Music Store	X		
Office Supply Store	X		
Pet Shop	X		
Pharmacy	X		
Restaurant	X		
Restaurant, Drive-in/Drive-thru	X		
Restaurant, Refreshment Stand (temporary or	X		

Seasonal)			
Tanning Studio	X		
Tobacco Shop	X		
Manufacturing and Industrial			
Art & Craft Production	X		
Accessory Use			
Accessory Building	X	x	Note 9
Temporary uses during construction. Including a "sales trailer" or "construction office"	X	X	

Notes: Uses within the Town center sub-district must be developed in compliance with the following conditions:

1. Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code).
2. Subject to a maximum of 10,000 square feet gross leasable area per establishment.
3. Subject to a maximum of 20,000 square feet gross leasable area per establishment.
4. Subject to a maximum of 35,000 square feet of gross leasable area per establishment.
5. For Laundry, Dry Cleaning Pickup & Receiving Station, rear doors must be screened by masonry screening walls that are a minimum 6 feet in height.
6. Limited to office with no outdoor storage on site or overnight parking.
7. Conditions for Gasoline Sales:
 - (a) Recessed lighting under the pump station canopy and in fixtures throughout the site.
 - (b) There shall be no outdoor speakers, except those required by law at pump stations.

- (c) Fueling canopy columns shall be 100% of the following two materials: brick and/or stone.
- (d) Canopy roofs over the pump dispensers shall have a pitched roof.
- (e) Fueling canopy and columns may encroach into required pipeline setbacks up to 15' while fuel pumps must remain outside the pipeline setback.
- (f) At least one pump island shall include alternative fuel dispensing positions, including electrical vehicle charging station is required.
- (g) Minimum landscaping buffering to include:
 - i. Hedges of at least three feet in height at time of planting screening the entire parking lot perimeter.
 - ii. Trees of at least three inches in diameter and eight feet in height at the time of planting for every 50 feet of parking lot perimeter, except street trees.

8. Conditions for Hotel:

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

9. Accessory uses, include uses which are subordinate to and incidental to the principal uses, including:

- Private garage;
- Swimming pool;
- One storage building per residence, not exceeding 225 square feet in floor area or 12 feet in height;
- Cabana, pavilion or roofed area;
- Meeting, party and/or social rooms; and
- Tennis courts and other recreational facilities, as an accessory to the principal use.
- Paved automobile parking lots incidental to the principal use

- 5. Within the boundary of the proposed Plan of Development, a minimum 5% of the total project acreage (65 acres) will be required for Parks/Recreation/Open Space.

In addition, approximately 20 acres of land located outside the boundary of the Plan of Development shall be dedicated to the City as public park area. Land used for public park area shall have a minimum frontage of 60 feet on a public street.

Portions of open space that do not have any additional man-made improvements provided by the developer, such as hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.

Contributing open space areas must be adjacent to and/or have frontage on public street right-of-way. Landscape buffers adjacent to public street right-of-way must be at least fifteen (15) feet wide and contain an average density of (1) tree, a minimum caliper of one and one-half inch (1-1/2") for every thirty (30') feet of street frontage, or portion thereof, measured along the street-facing lot line in order to count to contributing open space. The trees may be clustered or spaced linearly; they need not be placed evenly.

6. Should the surface rights of any designated drill sites revert to the private land owner, and that land owner desires to sell that land, the City will have the first right-of-refusal to purchase the land formerly designated as drill site land at fair market value.

D. Development Regulations for Single Family Lots – Maximum 2,800 lots permitted. Lots less than 60 feet wide = maximum 65% of 2,800 lots or a maximum 1,820 lots. (Maximum 808 lots at 45 feet wide, maximum 955 lots at 50 feet wide) Lots 60 feet wide or greater = minimum of 35% of 2,800 lots or minimum 980 lots. Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Within the areas indicated as Area Type #1 on [Figure 2](#);
The minimum lot width shall be 45 feet wide. Except: the maximum percentage of lots less than 60 feet wide shall not exceed 65 percent of the total maximum number of lots. (Maximum 1,850 lots)

No more than 808 lots shall be 45 feet wide.
No more than 955 lots shall be 50 feet wide.
2. No lots less than 50 feet wide shall be permitted south of County Road 56, Meridiana Parkway.
3. Within the areas indicated as Area Type #2 on Figure 2, the minimum lot width shall be 60 feet wide. A minimum 35 percent of the total maximum number of lots shall be 60 feet wide or greater and at least 6.0% of lots must be greater than 60 feet wide.
4. Minimum lot depth: 110 feet or 90 feet for lots fronting on the bulb portion of a cul-de-sac.

5. Maximum lot coverage: Sixty (60%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.
6. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
7. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / right-of-way line.
8. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 10 feet exterior side yard for corner lots if a minimum fifteen (15) feet by fifteen (15) feet visibility triangle, as measured from the property line / street right-of-way line, that restricts the placement or maintenance of any vertical obstruction, either natural or man-made, within a vertical distance of between three (3) feet and eight (8) feet of the natural ground elevation, is provided on the platted lot subdivision at any street, public or private, intersection. A street side setback of twenty-five (25) feet minimum will be required for all lots siding on a designated major arterial, minor arterial or major collector.
9. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major or minor arterial, the minimum rear yard building setback is twenty-five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major or minor arterial and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty-five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major or minor arterial.
10. All lots shall have a minimum of two (2) trees, planted in the front yard setback. The trees must be a minimum of one and one-half (1-1/2) inches in caliper width and a minimum height of six (6) feet as measured at the tree trunk from the ground as planted. The trees must be located between five (5) feet and fifteen (15) feet from a side lot line and between five (5) feet and twenty (20) feet from the front property line with a minimum of ten (10) feet between tree trunks.

E. Development Regulations for townhouse residential, tri-plex and duplex units within the tracts identified as "Townhouse" as shown on *Figure 2 General Development Plan* .

1. Townhouse, tri-plex and duplex residential is limited to no more than 168 units.
2. And all other regulations listed for town house residential listed in the Development Regulations for Town Center, G.1, listed below.

F. Development Regulations for Commercial Tracts (not in the Town Center Sub-District) Area regulations, yard requirements, and maximum lot coverage, height, and floor area per District MU in the Zoning Ordinance shall apply to the Commercial tract within the PD. At the time of the preliminary plat of any commercial land, a draft of the protective covenants whereby the Developer proposes to regulate the use of the land shall be submitted to the City. The restrictive covenants, conditions or limitations shall never be less than the minimum requirements of the City as specified in the City's applicable ordinance(s).

G. Development Regulations for Town Center Sub-District: Land within the boundaries of the Town Center Sub-District as shown on *Figure 2 General Development Plan*, shall be developed in accordance with the following development regulations.

1. Townhouse:

2. Townhouse Residential: including tri-plex and duplex lots. One of a group of no less than two (2) nor more than eight (8) attached dwelling units, separated by a fire rated wall, each dwelling unit located on a separate lot.
2. Residential units shall be constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures; and a minimum of sixty (60) percent of the exterior wall (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being fiber cement board.
3. Front yards and all common areas within the townhouse development shall be maintained by a property owners association

1.

a.	The total number of units shall not exceed.	177 units
	The maximum permitted density	12 units per acre
b.	The minimum lot area	1,400 sq. ft.
c.	The minimum lot width	20 feet A 10' minimum lot width is permitted for flag lots. The "staff" portion of the flag lots shall be restricted to legal frontage only. No driveways or buildings shall be constructed on the portion of the lot that is less than 20 feet wide
d.	The minimum lot depth	70 feet
e.	The minimum front yard setback	20 feet / 15 feet if vehicular access is from a rear alley/shared driveway.
f.	The minimum rear yard setback	10 feet / 3 feet if vehicular access is from a rear alley.
g.	The minimum side yard setback	0 feet between units; 6 feet at the end of each building complex
h.	The minimum side yard of corner lots	10 feet on street side/ 5' if siding on

		"T" type or "L" Type turnaround (see below) minimum 25 foot side yard if the side street is a major thoroughfare
i.	The maximum lot coverage by structures	80 percent
j.	The maximum lot coverage by structures, driveways and parking	85 percent
k.	The maximum height.	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
l.	Guest parking shall be provided on the site at a minimum 1 space per every 6 units	1 space/6 units

(m) Lot access: Access to lots may be from either a public or private street, a permanent access easement (PAE) or a courtyard. Lots may take driveway access from a private alley provided the lots also have adequate minimum frontage on either a public or private street, a permanent access easement or a common courtyard. Courtyards may not exceed 120 feet and must be a minimum 25 feet wide.

- i. The minimum right-of-way required for permanent access easement is 28 feet. The right-of-way width of a permanent access easement is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- ii. Sidewalks are not required adjacent or along a permanent access easement.
- iii. Intersections along permanent access easements shall be spaced a minimum of 65 feet apart and shall not intersect at less than an 80-degree angle.
- iv. When a permanent access easement intersects with another permanent access easement at a 90-degree angle, the

permanent access easement shall provide a 20-foot radius at the intersection.

- v. When a permanent access easement intersects with another permanent access easement at an angle of between 80 and 90 degrees each acute angle shall have a 25-foot radius at the intersection.
- vi. A permanent access easement may not be a direct straight-line extension of a public street.
- vii. Curves along a permanent access easement may have any centerline radius except that the centerline radius of a reverse curve shall not be less than 65 feet. Reverse curves shall be separated by a tangent of not less than 25 feet.
- viii. Dead end permanent access easements shall not exceed 100 feet or must provide an "L" type, or "T" type turn around.
- ix. The minimum right-of-way requirement for a private alley is 20'. The right-of-way width of a private alley is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- x. When a private alley intersects with a permanent access easement, or public street the alley shall provide a 20' radius at the intersection.
- xi. When a private alley intersects with another private alley the minimum radius shall be 10'.
- xii. An alley may not be a direct straight-line extension of a public street.
- xiii. Dead end alleys may not exceed 100'

(n) Parking for Townhouse Residential Use.

- i. Each subdivision providing for a townhouse residential use shall provide at least two off-street parking spaces per dwelling unit on each lot.
- ii. Each subdivision plat providing for a townhouse residential use on a permanent access easement with six or more dwelling units shall provide one additional parking space for every six dwelling units. Each additional guest parking space shall conform to the following requirements:

- a. The guest parking space shall be placed within the boundaries of the subdivision plat, unless the guest parking space abuts a continuous curb along a public or private street that is adjacent to or within the plat boundary and that is not a major thoroughfare.
- b. For a subdivision plat where the lots abut a permanent access easement and take vehicular access only from a private alley, a guest parking space may be included within the permanent access easement.
- c. The guest parking space shall not be placed within a lot.
- d. The guest parking space shall not be placed where parking is prohibited by law; and
- e. The guest parking space shall be accessible to all residents of each dwelling unit of the subdivision plat.

2. Commercial and non-residential uses:

a.	<p>Front Yard Setback – Requirements of The Unified Development Code - Section 3.5.3.1. Setback and build to lines for Commercial/Retail/Office/Industrial Use Buildings.</p> <p>For School and Day-Care Use Buildings, additional parking bays may be constructed between the building and the front property line provided a pedestrian walkway is constructed to connect the front of the building to the sidewalk within the street right-of-way.</p>	<p>Minimum 50 feet from existing pipeline along Meridiana Parkway or approximately 85 feet from Meridiana Parkway. (Except fueling canopy and columns may encroach into the required pipeline setbacks up to 15' while fuel pumps must remain outside of the pipeline setback.)</p> <p>Minimum 10 feet from the Town Center commercial drive, (PAE).</p> <p>Minimum 25 feet from any other public or private street.</p>
b.	The minimum rear yard setback	30 feet if adjacent to any Residential Zone
c.	The minimum side yard setback	50 feet from existing pipeline along Meridiana Parkway or approximately 85 feet. Minimum 10 feet from the Town Center commercial

		drive, (PAE). 25 feet from any other public or private street 30 feet if adjacent to any Residential Zone.
d.	The minimum distance between detached structures	10 feet
e.	The maximum lot coverage by structures	65 percent
f.	The maximum lot coverage by structures, driveways and parking	90 percent
g.	The Maximum height.	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
h.	Parking requirements. All development within the Town Center District will meet or exceed the minimum parking requirements specified in the City's Zoning Ordinance. In calculating the required number of parking spaces for each land use, the City Engineer may give credit for shared parking utilizing the Shared Parking criteria published by the Urban Land Institute. City Engineer shall determine and establish the parking requirements for each building in the PUD as part of the building permit issued for each building, in accordance with the requirements of the section	

H. Building Regulations – Non-residential Buildings within the Town Center Sub-District shall be developed in accordance with the following regulations: Requirements of The Unified Development Code - *Section 3.5.3. -Character Defining Elements*. do not apply to this Plan of Development.

1. Building façade design criteria:

- (a) Building facades shall include offsets, or changes in building materials, colors and textures, or other methods to break up the horizontal and vertical building planes.

- (b) Building facades shall incorporate architectural details that create shade and cast shadows to provide visual relief.
 - (c) Facades greater than 100 feet in length that face Crystal View Drive or Meridiana Parkway shall incorporate offsets having a minimum depth of at least 2 feet, and extending at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
2. Building façade finishes:
- (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), stucco and glass.
 - (b) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and fiber cement siding.
 - (c) Primary Finishes shall comprise at least 70% of each facade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish. No single primary building finish material shall cover more than 80% of the front of any building.
 - (d) Secondary Finishes shall comprise no more than 30% of the façade for any building.
 - (e) Use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work.
 - (f) The following building materials shall not be used for a Primary or Secondary Finish:
 - (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels.
 - (ii) Unfired or underfired clay, sand, or shale brick.
 - (iii) Smooth or untextured concrete surfaces.
3. Building façade features:
- (a) Canopies shall be provided at all building entrances facing Meridiana Parkway or Crystal View Drive. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
 - (b) The front façade (the side of the building facing the street or internal access easement) of the first floor of a retail building, shall be at least 60% transparent to permit visibility between the building occupants and outdoor pedestrians and motor vehicle drivers.
 - (c) Ground floor façades for retail buildings that face Meridiana Parkway or Crystal View Drive shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
4. All façades of an individual building and the façades of multiple buildings within a single reserve shall be of similar architectural design, color and materials where facing or siding to a public or private street or pedestrian walkway.

5. Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.
6. Building canopies:
 - (a) Canopies shall be provided at all street facing building entrances intended for pedestrians.
 - (b) Canopies may be structural extensions of the building or constructed of fabric attached to the building.
 - (c) An individual canopy shall cover a ground area of at least 20 square feet.

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

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



VISUAL BARRIER



LANDSCAPE SCREENING



BLENDED INTO FACADE MATERIALS

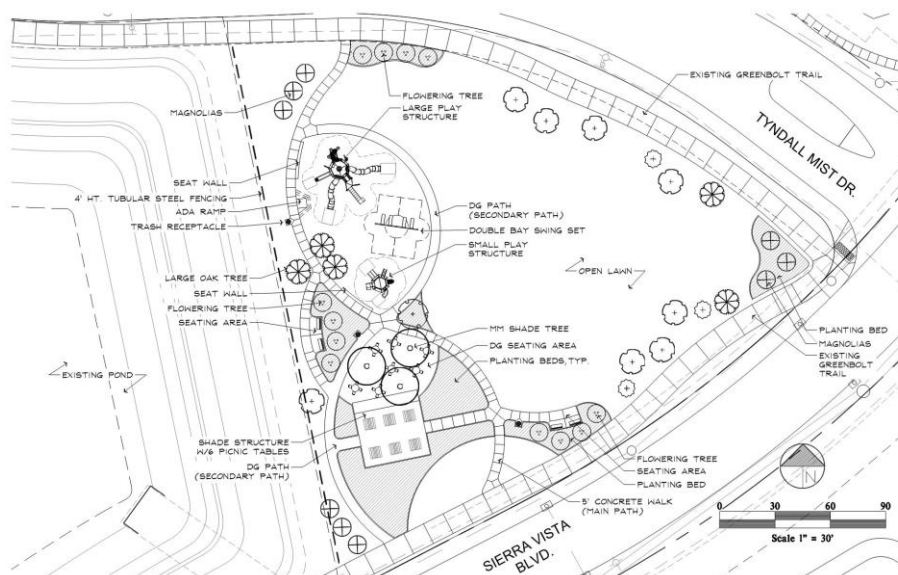
8. Mechanical and Utility Equipment Screening:

- (a) Mechanical and Utility equipment must be placed in the most inconspicuous location possible.
- (b) Mechanical and Utility equipment shall be located internally within rear access drives and alongside rear-facing facades not consistent with the primary building façade or pedestrian access points.

- (c) Ground-mounted mechanical equipment must be hidden from public view or screened with architecturally integral wing walls and/or landscape planting, or another acceptable screening device.
- (d) Where building mounted utility equipment cannot be placed behind screens or other barriers and is visible from the public right-of-way, it must be treated such that it blends into the context of the adjacent façade materials.
- 9. Utility boxes taller than 2 feet may not be placed in an intersection clear vision area or interfere with the use of streets, sidewalks or other pedestrian or vehicular paths

I. Parks, Recreation and Trails – As shown on **Figure 3**, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. A landscape buffer with a minimum 15-foot width shall be located along each side of the central spine road, as shown on **Figure 3**, where lots side or rear to the spine road. The buffer is in addition to the minimum street right-of-way width and shall include trees, benches, plazas and landscape screening. No on-street parking will be allowed along the designated spine road.
2. Recreational sites will be strategically located along the central spine road, and shall include the following:
 - (a) A recreational site north of Meridiana Parkway (County Road 56) near the main project entry shall include water recreation i.e., “splash pad”, and a swimming pool with dressing rooms, playground and picnic facilities.
 - (b) A “pocket park” shall be constructed south of Meridiana Parkway along the central spine road, south of Section 6. The park shall include amenities and design like the concept plan illustrated below. A 16.7-acre recreation reserve and the construction of the resort style “lazy river” will replace the obligation to construct a recreation center in Sierra Vista per the agreement dated September 14, 2016.



- (c) A recreational site north of Cedar Rapids Parkway (County Road 57) shall include a swimming pool and splash pad, with dressing rooms, playground and picnic facilities.
 - (d) Additional Recreation Sites, strategically located near the entries of various neighborhood pods, as shown on [Figure 3](#). A contributing park, recreation and/or open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
 - (e) A contributing park / recreation / open space area of a minimum area of one-quarter (1/4) acre must be contained within each private gated section.
 - (f) In addition to the three recreation sites identified above, six additional recreation sites shall be provided with the following minimum improvements.
 - Recreation sites shall provide a variety of recreation uses both passive and active. At a minimum, a recreation site shall include a paved plaza area a minimum of 500 square feet and shall include a decorative paving pattern.
 - Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycle parking. Bicycle parking shall include racks or other structures intended for parking bicycles, with a minimum of 4 spaces.
 - At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals.
 - At least 1 park shall include a fenced area with double gates for use as a dog park.
3. On-site storm water detention designed as permanent lakes will be provided within the project, providing additional open space with recreational amenities. A large lake will be located near the project entry.
- Contributing open space areas shall include the area of the permanent water surface and the adjacent side slopes, at a maximum slope of 5:1, for the permanent lake with a minimum water depth of six (6) feet beyond the slope transition. On-site storm water detention area that do not contain a permanent lake area or do not contain permanent man-made improvements, such as hike/bike trails with benches/structures, and that are not accessible with a minimum of one access point directly from a street (public or private) will not be included in the calculation for the minimum amount of required parks / recreation / open space.
- (a) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 20 feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.
 - (b) View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.
 - (c) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.

4. Minimum 4-foot width sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the City of Iowa Colony standard details and shall meet the State of Texas ADA standards.
5. Minimum 5-foot width sidewalks shall be provided along both sides of major arterials, minor arterials, major collectors and the central spine road (as depicted in Figure 4 attached) within and adjacent to the property. At the discretion of the developer, a six-foot wide sidewalk may be constructed on only one side of the right-of-way in lieu of two 5 foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks may meander out of the right-of-way and into an adjacent landscape reserve if so provided.

J. Public School and Community Facility Sites

1. As shown on Figure 2, a forty-eight-point three (48.3) acre elementary and junior high school site shall be provided for purchase at the option of the Alvin Independent School District. If the AISD chooses not to purchase the site, the site is limited to the same uses as for tracts identified as Single Family Residential (SFR) on Figure 2.
2. At no cost to the City of Iowa Colony, a 4.66 acre site located south of CR 56, and west of CR 383 shall be provided to the City, for the purpose of municipal government/public safety purposes. As the land adjacent to the 4.66 acres provided to the City become available for development, the land shall be offered to the City of Iowa Colony as a first right-of-refusal at fair market value.

K. Landscape. All development within the Town Center District will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code, Section 3.3.1 Screening, and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants except as listed below.

1. Screening
 - a) The existing trees and hedge row along existing CR 48 will meet the requirements of Section 3.3.1.2 without the need for additional plantings.
2. Plant List

Trees: Except palm trees to be placed within the recreation site only and not within the ROW as street trees.

- Little Gem – Magnolia grandiflora 'Little Gem' (Evergreen)
- Vitex – Vitex agnus-castus
- Pindo Palm- Butia capitata
- European Fan Palm- Chamaerops humilis cerifera
- Chinese Fan Palm- Livistona chinensis
- Mazari Palm- Nannorrhops ritchiana
- Canary Island Date Palm- Phoenix canariensis
- Medjool Date Palm- Phoenix dactylifera 'Medjool'

- Sylvester Palm- *Phoenix sylvestris*
- Texas Sabal Palm- *Sabal texana*
- California Fan Palm- *Washingtonia filifera*
- Washingtonia Palm- *Washingtonia robusta*
- Eagleston Holly- *Ilex x attenuate* 'Eagleston'
- Crape Myrtle - Red- *Lagerstroemia x 'Arapaho'*
- Crape Myrtle – Pink- *Lagerstroemia x 'Sioux'*
-

Shrubs/Groundcovers:

- Coppertone Loquat – *Eriobotrya japonica* 'Coppertone' (Evergreen)
- Morning Light Miscanthus – *Miscanthus sinensis* 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush – *Callistemon citrinus* 'Little John' (Evergreen)
- Variegated Flax Lily – *Dianella tasmanica* 'Variegata' (Evergreen)
- Mexican Feather Grass – *Nassella tenuissima* (Herbaceous)
- New Gold Lantana – *Lantana x hybrid* 'New Gold' (Evergreen)
- Liriope – *Liriope muscari* (Evergreen)
- Gulf Muhly Grass - *Muhlenbergia capillaris*
- Drift Rose (Apricot) – *Rosa* 'Meimirrot'
- Dwarf Firebush – *Hamelia patens*
- Summer Wisteria – *Indigofera decora*
- Hameln Grass – *Pennisetum alopecuroides* 'Hameln'
- Sandy Leaf Fig – *Ficus tikoua*
- Purple Trailing Verbena – *Verbena canadensis* 'Homestead Purple'
- Snow-N-Summer Jasmine – *Trachelospermum asiaticum* 'Snow-N-Summer'
- Green Mound Juniper – *Juniperus procumbens* 'Green Mound'
- Bicolor Iris – *Iris Bicolor* (Evergreen)
- Foxtail Fern – *Asparagus meyeri* (Evergreen)
- Japanese Blueberry – *Elaeocarpus decipiens* (Evergreen)
- Dwarf Palmetto- *Sabal minor*
- Shell Ginger- *Alpinia Zerumbet* 'Variegata'
- Bat Faced Cuphea- *Cuphea llavea*
- Canna Lily- *Canna indica*
- Yellow Iris- *Iris pseudacorus*
- Knockout Rose- *Rosa* 'Radrazz'
- Double Red Knockout Rose- *Rosa x 'Knockout'* TM
- Variegated Asian Jasmine- Asiatic jasmine
- Geyser Pink Gaura- *Gaura lindheimeri* 'Geyser Pink'
- Geyser White Gaura- *Gaura lindheimeri* 'Geyser White'
- Super Green Giant Liriope- *Liriope muscari* 'Super Green Giant'
- Yellow-tip Ligustrum- *Ligustrum howardii*
- Sweet Viburnum - *Viburnum odoratissimum*
- Kaleidoscope Abelia- *Abelia x grandiflora* 'Kaleidoscope'

- Rose Creek Abelia- Abelia x grandiflora ‘Rose Creek’
- Dwarf Schilling’s Holly- Ilex vomitoria ‘Schilling’s Dwarf’
- Lindheimer’s Muhly- Muhlenbergia lindheimeri
- Dwarf Nandina- Nandina domestica
- Switch Grass- Panicum virgatum ‘Shenandoah’
- Spring Bouquet Laurestinus- Viburnum tinus ‘Spring Bouquet’
- Sand Cord Grass- Spartina bakeri
- Variegated Confederate Jasmine- Trachelospermum jasminoides ‘Variegatum’

L. Street Plan and Cross Sections.

Street improvements shall be built in phases as the project develops in accordance with the City’s Engineering Design Criteria Manual, Developers Agreement, street plan and cross sections listed below.

- **Figure 4:** *Thoroughfare Exhibit*
- **Figure 5:** *Street cross section for the spine road (divided) and greenbelt*
- **Figure 6:** *Street cross section for the spine road (undivided) and greenbelt*

M. Project Phasing – **Figure 9** indicates the general time and location of the proposed development phasing. The precise dates of each phase is subject to change due to general economic variables and market demand.

N. Architectural Entry / District Sign – An archway, freestanding project identification sign may be constructed subject to the following conditions and specifications:

- a. The sign shall be compatible with the architectural composition of the adjacent building(s) and the district.
- b. Sign finish materials shall consist of brick, stone, and metal.
- c. The architectural entry feature may span the public street right-of-way on Crystal View Drive. shown on **Figure 2a General Development Plan**. The entry feature may be located within a street right-of-way, including within a median, as long as the sign does not restrict visibility.
- d. The minimum height of the feature shall be 16 feet, or as recommended by the Fire Marshall, from the top of the curb to the bottom of the overhang structure. The maximum height of the feature shall be limited to 30 feet.
- e. The effective area shall be limited to a maximum of 210 square feet and is limited to identify only the project name, Sierra Vista and the project logo or logotype.
- f. The sign is exempt from any requirement that it be located a minimum distance from a property line.

- g. District identity signs, shall maintain a minimum 8 foot clearance between the lowest element of the sign and the grade below.

— **ENTRY FEATURE** (SEE EXHIBIT B.1 ARCHITECTURAL ENTRY/ DISTRICT SIGN)



- O. Specific Conditions** – Implementation of this master-planned community will require consideration of site conditions that necessitate granting the following variances from specific sections of the Subdivision Ordinance and Engineering Design Criteria Manual:
1. *No block shall exceed a length of one thousand two hundred (1,200) feet in residential or commercial developments.*
All streets within the gated areas shall be private and access will be limited to local residential traffic only. Entry points will be limited for security purposes. Consequently, streets will not be stubbed to adjacent acreage, resulting in external block lengths greater than 1,200 feet. Some internal blocks will exceed 1,200 feet, to a maximum distance of 2,600 feet, to accommodate detention lakes and reserves. This variance does not apply to areas of the development that do not include private residential streets.
 2. *Access to Public Streets. The subdividing of land shall be such as to provide each lot with satisfactory access to a public street.*
All the streets in the gated portions of the community will be private with access limited to local traffic only. Gated private street neighborhoods will connect to public streets. All gated sections containing more than 35 lots shall have at least two connections to a public street. If a future second point of access is not yet constructed a temporary connection shall be provided until the permanent connection is constructed. All private streets will be constructed to the City's public street standards. A homeowners' association will assume all responsibility to repair and maintain the private streets. As such, the adherence to this requirement for the private street portions of the development will not be required.

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

Boundary Exhibit

AN EXHIBIT OF 1285.64 ACRES
IN BRAZORIA COUNTY, TEXAS

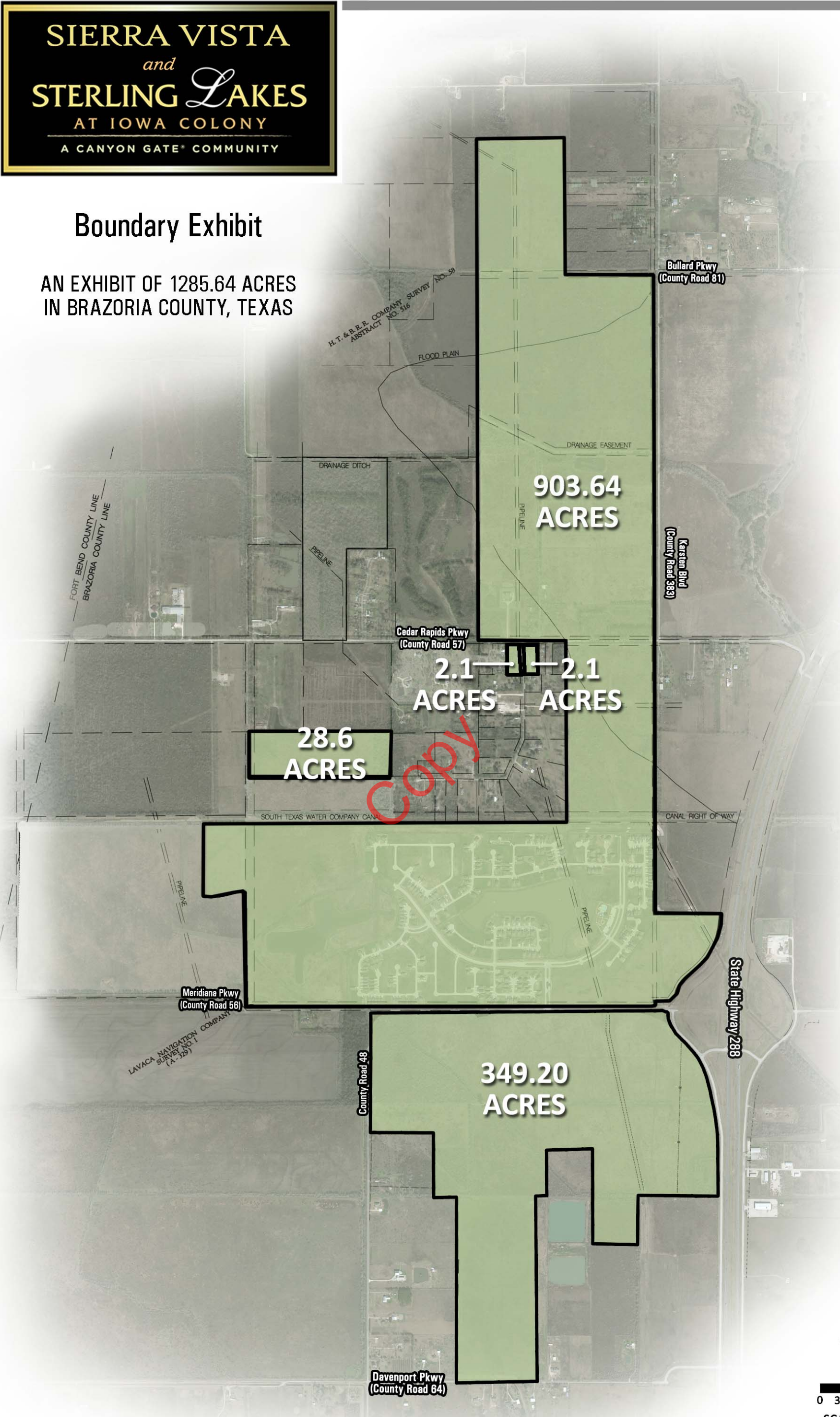


FIGURE 1

SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

Jurisdiction Map

LEGEND

- IOWA COLONY CITY LIMIT

IOWA COLONY ETJ

ALVIN ETJ

ALVIN CITY LIMIT

ALL JURISDICTIONAL LINES ARE APPROXIMATE AND SUBJECT TO CHANGE

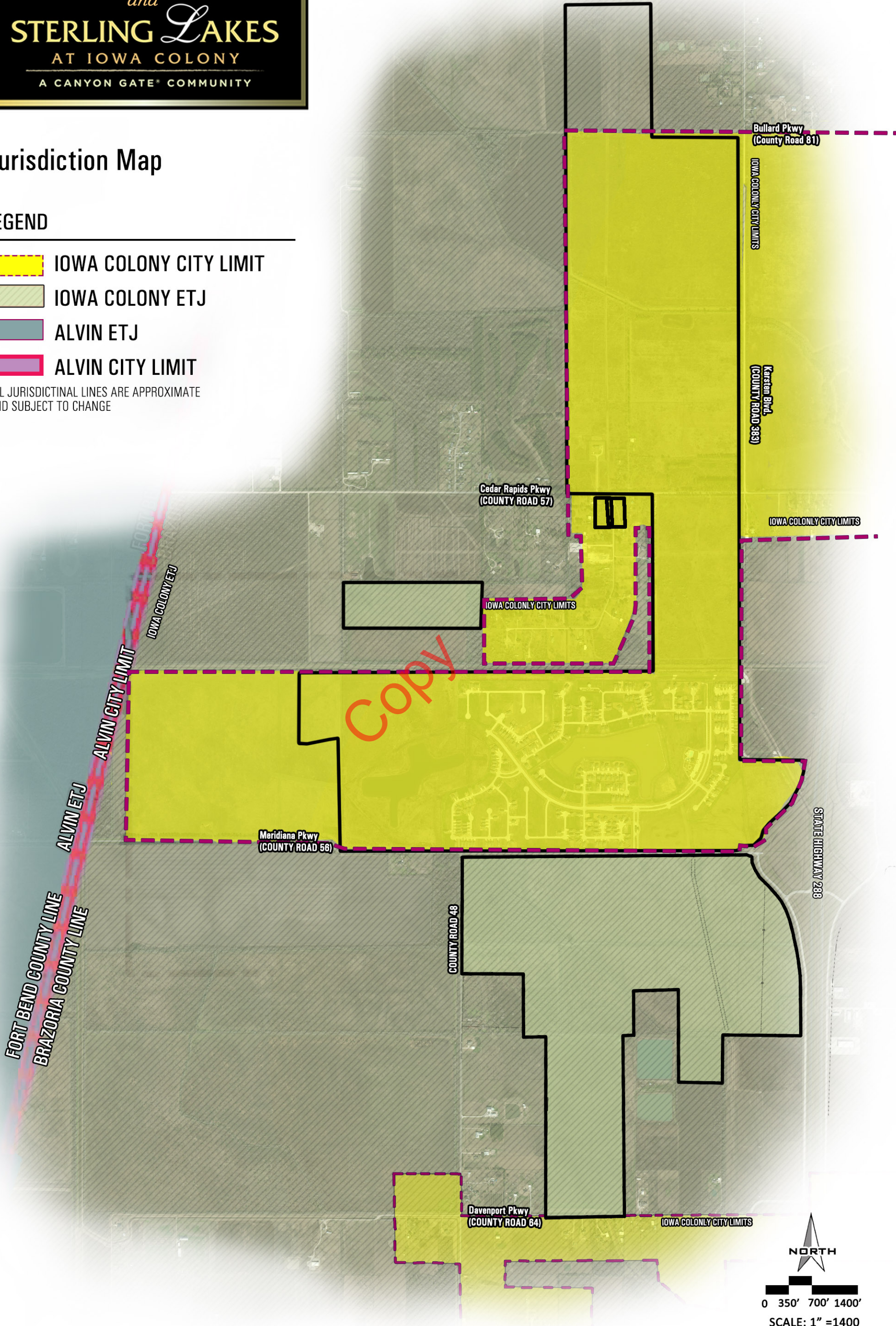


FIGURE 1A

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

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

General Development Plan

LEGEND

	AREA TYPE SF1				AREA TYPE SF2			
	45s	50s	55s	60s	65s	70s	100s	
STERLING LAKES	478	173	253	241	0	59	86	
STERLING LAKES NORTH	323	183	0	365	5	0	0	
SIERRA VISTA	0	368	0	184	0	32	0	
TOTAL	801	724	253	790	5	91	86	
	SEE NOTE 1	SEE NOTE 2	SEE NOTE 3					
	TOTAL TYPE 1		1,778	TOTAL TYPE 2		972		
	SEE NOTE 4		64.8%	SEE NOTE 5				
				TOTAL > 60'		182		
				SEE NOTE 5				

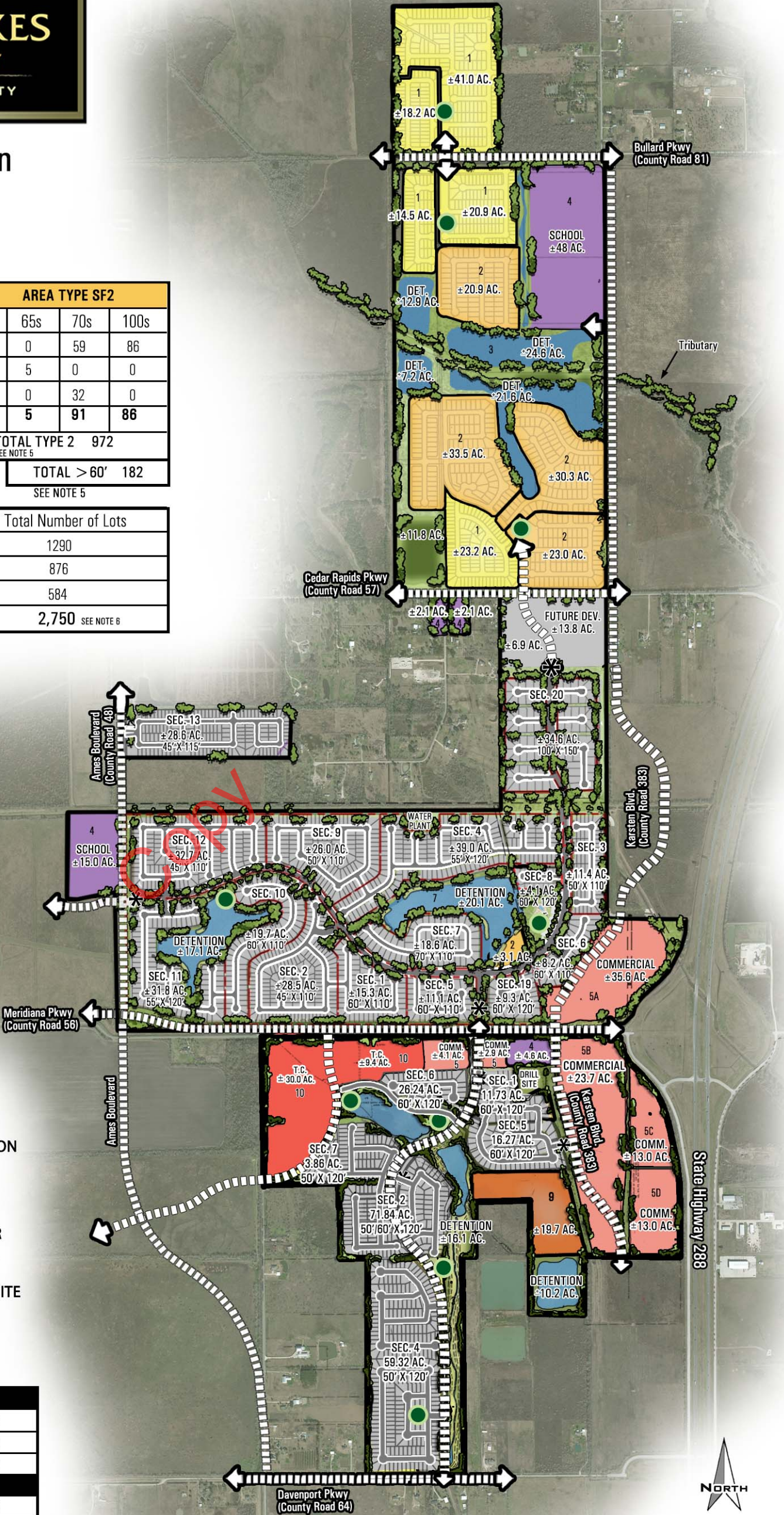
	Total Section Ac.	Total Number of Lots
STERLING LAKES	348.61	1290
STERLING LAKES NORTH	238.66	876
SIERRA VISTA	209.98	584
TOTAL	797.25	2,750 SEE NOTE 6

Note 1: Maximum 808 Lots
Note 2: Maximum 955 Lots
Note 3: Maximum 1,663 Lots
Note 4: Sum of area type #1 lots shall not exceed 65%
Note 5: Total of type #2 lots greater than 60' - Min. 6%
Note 6: Total maximum 2,800 Lots in SF1 & SF2

- 3 INDICATES PROPOSED DETENTION
- 4 INDICATES PROPOSED CIVIC
- 5 INDICATES PROPOSED COMMERCIAL
- 6 INDICATES PLATTED LOTS
- 7 INDICATES EXISTING LAKES/DETENTION
- 8 INDICATES PRIVATE STREET
- 9 INDICATES PROPOSED TOWNHOUSE
- 10 INDICATES PROPOSED TOWN CENTER
- * INDICATES PROPOSED GATED ENTRY
- INDICATES PROPOSED RECREATION SITE

TOTAL SF1 & SF2 LOTS	
PLATTED/ EXISTING LOTS	1,866 LOTS
PROPOSED MAX. LOTS-SF1&SF2	934 LOTS
TOTAL MAX SF1 & SF2 LOTS	2,800 LOTS
FUTURE TH LOTS	
MAX. FUTURE TH LOTS/UNITS	345 LOTS
TOTAL MAX LOTS/UNITS	3,145 LOTS

FIGURE 2



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

FIGURE 2a

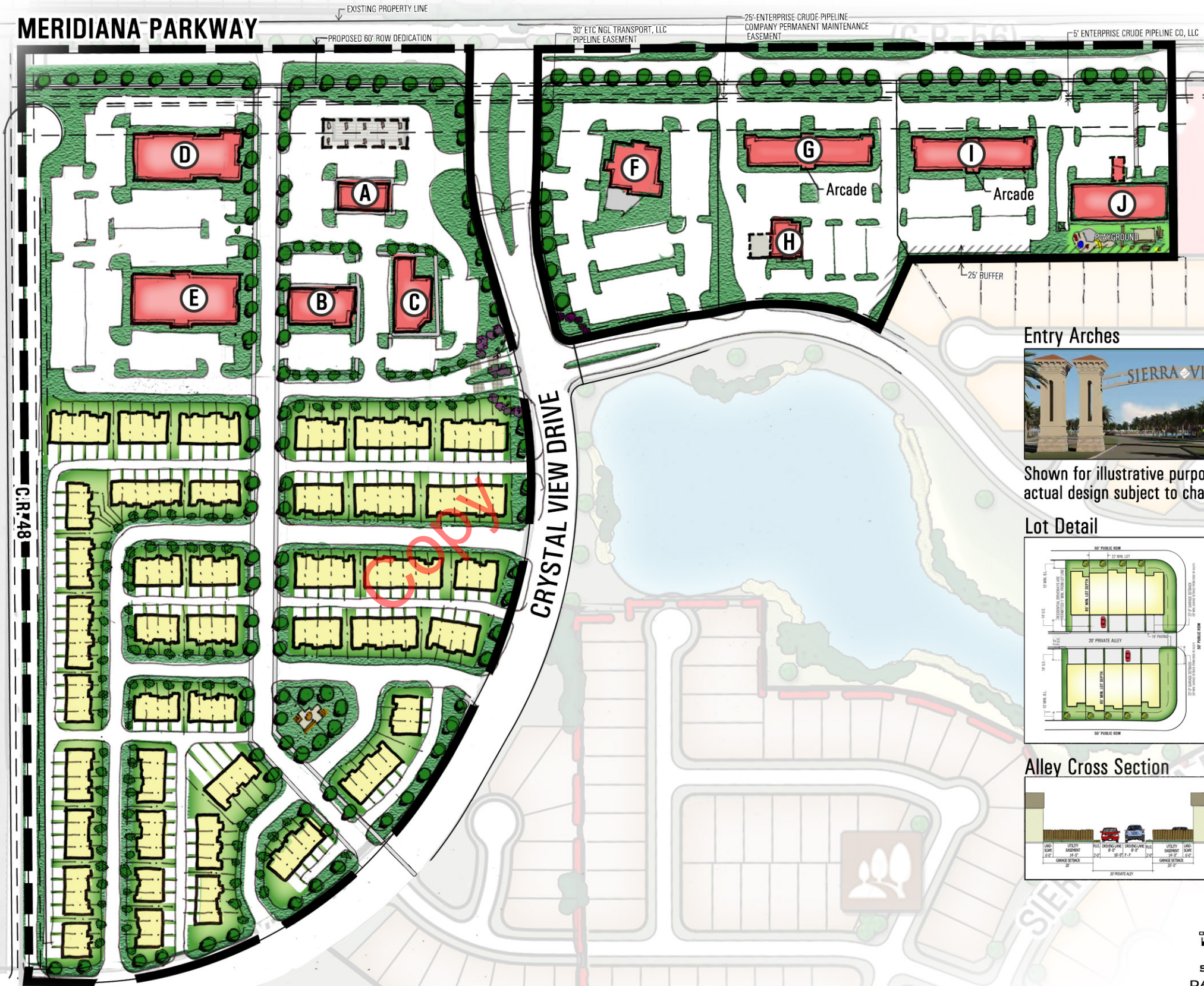
SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

Town Center Sub-District

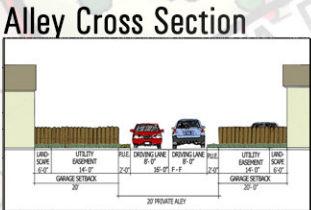
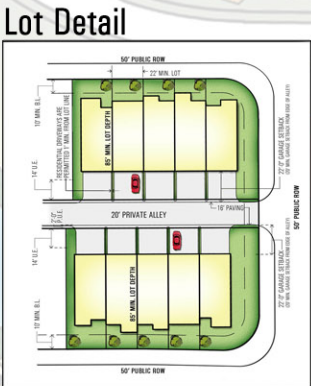
LAND USE			
(A)	Convenience w/ gas	4,500 S.F.	2.9 AC.
(B)	Comm./ pizza, day spa, dentist, realtor	8,400 S.F.	1.0 AC.
(C)	Comm./ cleaners, nail salon, barber, sub shop/ restaurant	9,000 S.F.	1.3 AC.
(D)	Comm./ restaurant, broker, test prep, tutoring/ medical office/ automotive	10,500 S.F.	3.0 AC.
(E)	Comm./ restaurant, broker, test prep, tutoring/ medical office/ automotive	10,500 S.F.	2.8 AC.
(F)	Comm./ restaurant	7,600 S.F.	3.6 AC.
(G)	Comm./ restaurant, salon	21,500 S.F.	2.0 AC.
(H)	Bank	3,500 S.F.	1.3 AC.
(I)	Comm./ restaurant, salon	21,500 S.F.	2.4 AC.
(J)	Daycare/ School	14,000 S.F.	1.6 AC.
Total Commercial		41,900 S.F.	21.9 AC.
Townhouse			17.5 AC.
TOTAL			39.4 AC.

NOTE: Building sites (S.F.) and site acreage (AC.) are shown for illustrative purposes only. Final plans are subject to change.

The PD shall substantially conform to the general layout, design concepts, and in accordance with the listed townhouse residential, commercial and office land uses shown here.



Shown for illustrative purposes only, actual design subject to change.



0' 50' 100' 200'

SCALE: 1"=200'
DATE: 10.11.2021

SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED OPEN SPACE

ACREAGE

TOTAL %

65 ACRES

5%

OPEN SPACE INCLUDES LANDSCAPE BUFFERS, DETENTION AREAS, GREEN BELTS AND RECREATION SITES.
(CONTRIBUTING RECREATION SITES SHALL BE ACCESSIBLE FROM A PUBLIC STREET.)

- INDICATES PRIVATE NON-CONTRIBUTING RECREATION SITES
- INDICATES PROPOSED RECREATION SITE MINIMUM 1/4 AC. (SEE NOTE)
- 1/4 MILE RADIUS SERVICE AREA
- PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- INDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK
NOTE: 6' MINIMUM SIDEWALK REQUIRED ON ONE SIDE OF THE SPINE ROAD
- INDICATES MINIMUM 5' WIDE PUBLIC STREET SIDEWALK
- LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
MINIMUM 15' WIDE AND CONTAINING REQUIRED 1½" CALIPER TREES
- DETENTION LAKE TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
5:1 MAXIMUM SIDE SLOPE, PERMANENT WATER SURFACE AND MINIMUM 6' WATER DEPTH

Note:

Recreation sites shall provide a variety of recreational uses-passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.

Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycleparking. Bicycle parking shall include racks or other structures intended for parking bicycles, with a minimum of 4 spaces.

At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals. At least 1 park shall include a fenced area with double gates for use as a dog park.

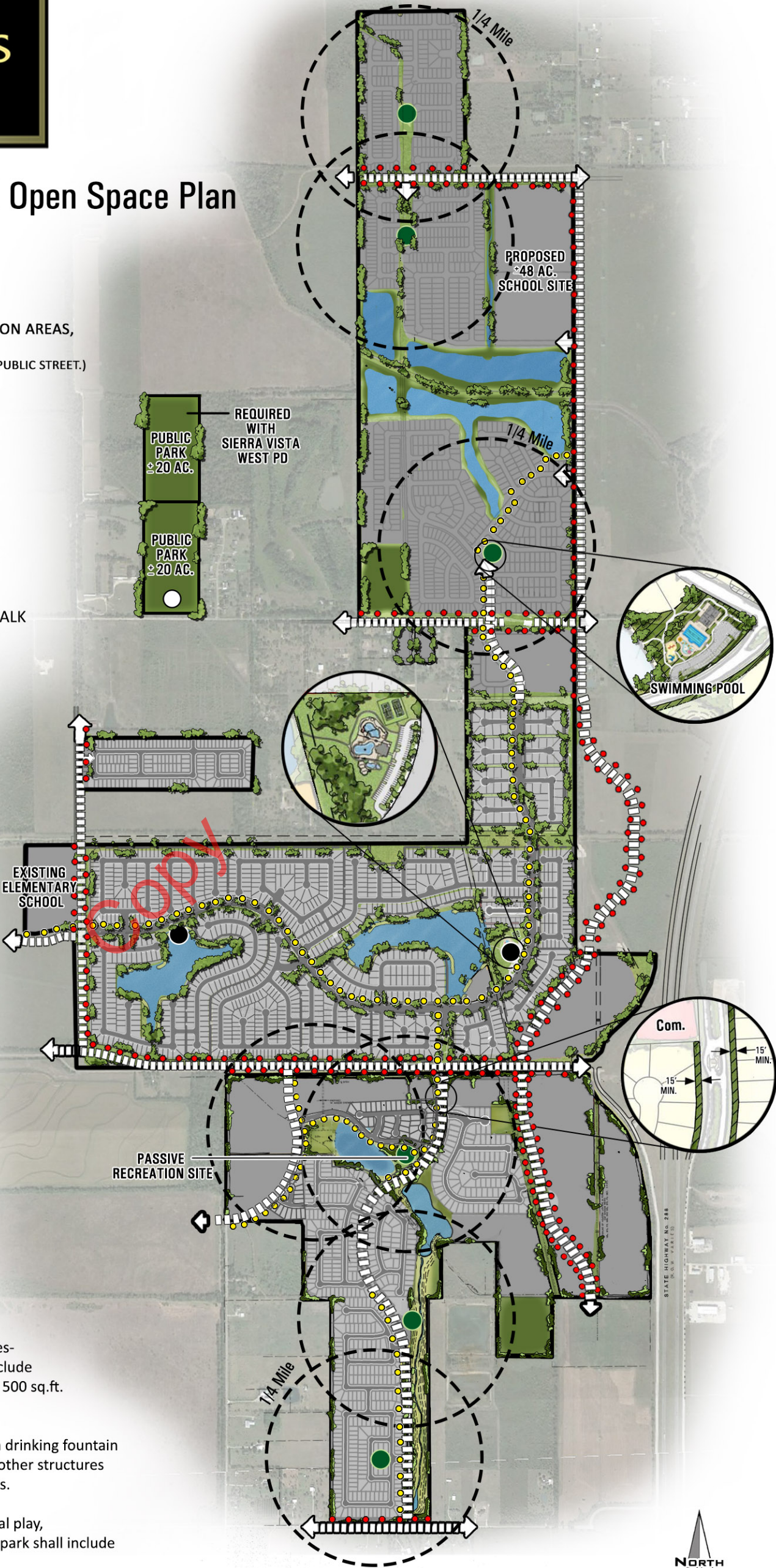


FIGURE 3

SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

Thoroughfare Exhibit

LEGEND

- MAJOR ARTERIAL (TO BE WIDENED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

SPINE ROAD (PRIVATE)

(80' R.O.W. MIN.)
- MAJOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

SPINE ROAD (PUBLIC)

(80' R.O.W. MIN.)
- MINOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 40 M.P.H. DESIGN SPEED)

SPINE ROAD (PROPOSED)

(80' R.O.W. MIN.)
- MAJOR COLLECTOR

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

LOCAL STREET (PUBLIC)

(60' R.O.W. MIN.)
- MAJOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

LOCAL STREET (PRIVATE)

(60' R.O.W. MIN.)
- MINOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 30 M.P.H. DESIGN SPEED)

*

GATED ENTRY
- SUPER ARTERIAL (PUBLIC)

(S.H. 288, R.O.W. VARIES)

SIGNALIZED INTERSECTION

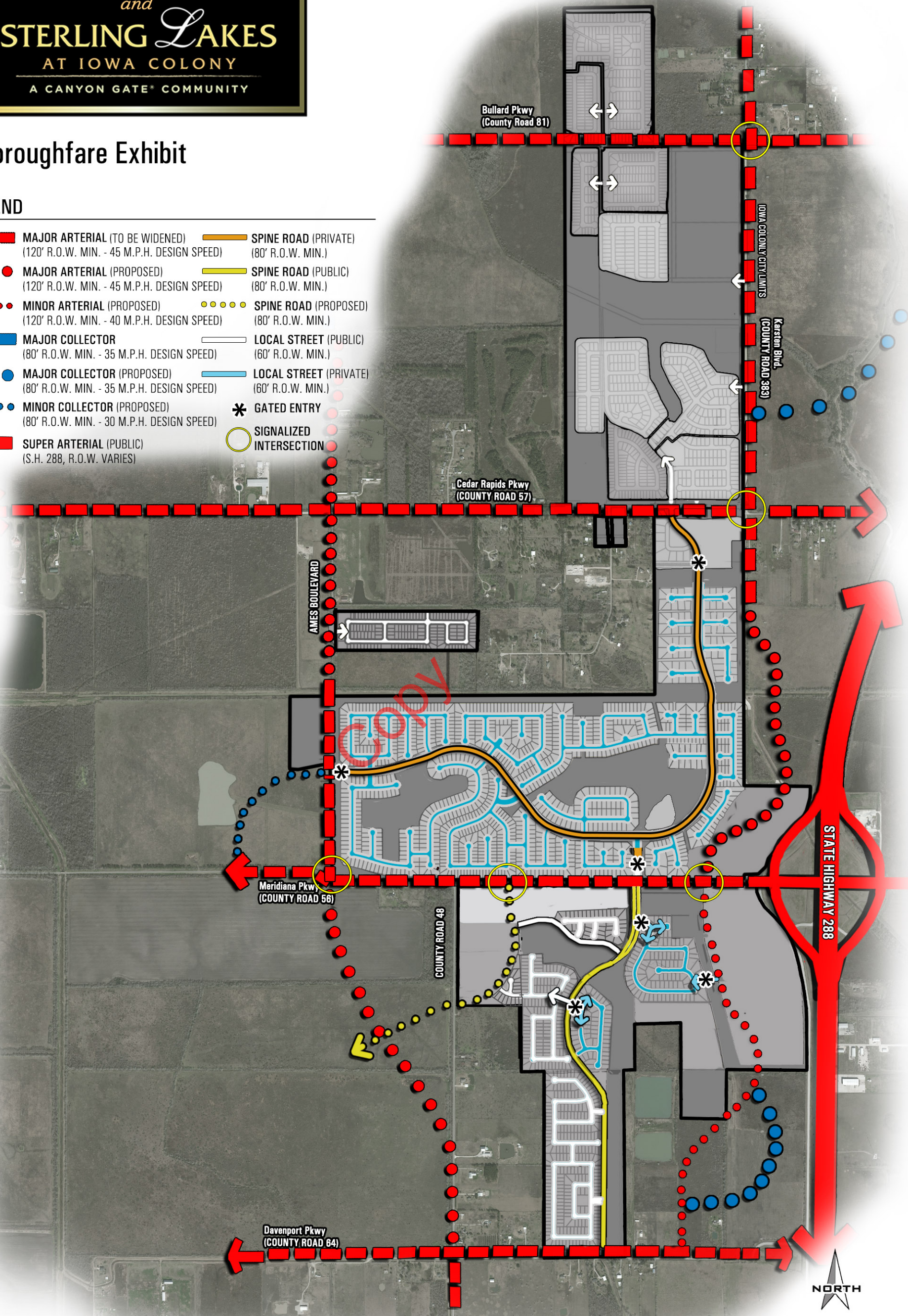


FIGURE 4

SPINE ROAD (DIVIDED) PROPOSED STREET CROSS SECTION

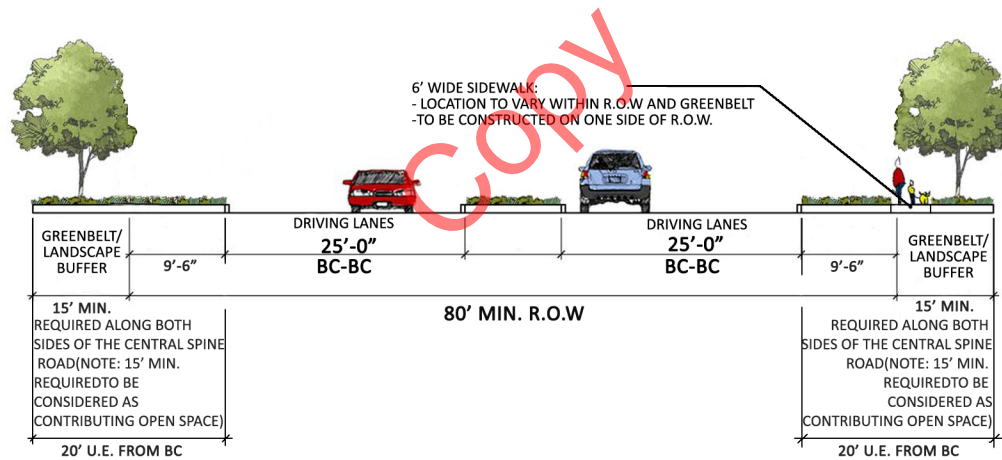


FIGURE 5

0' 5' 10' 15' 20'

SCALE 1" = 20'
DATE: 05.01.2018

SPINE ROAD (UNDIVIDED) PROPOSED STREET CROSS SECTION

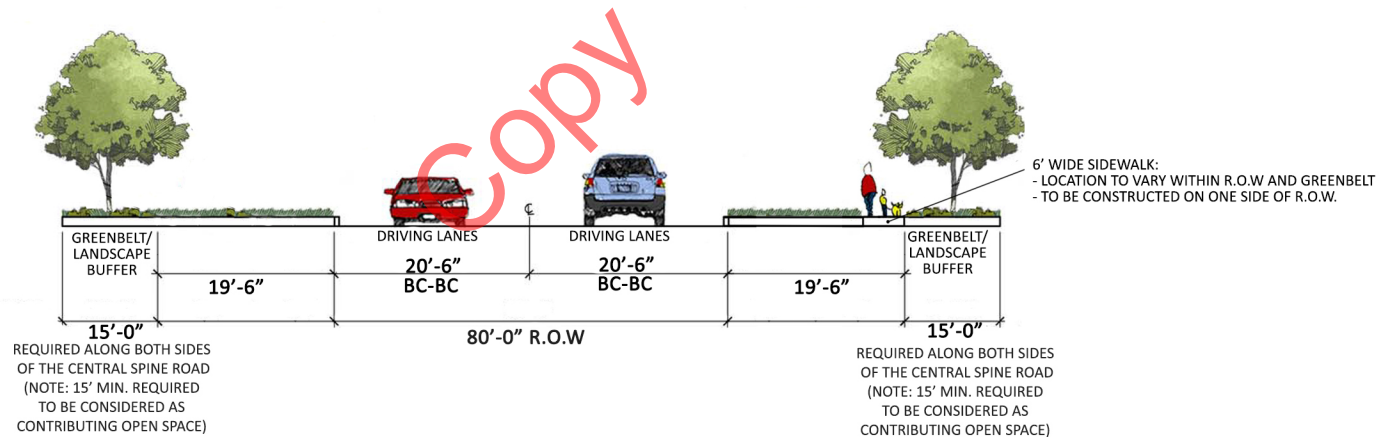


FIGURE 6

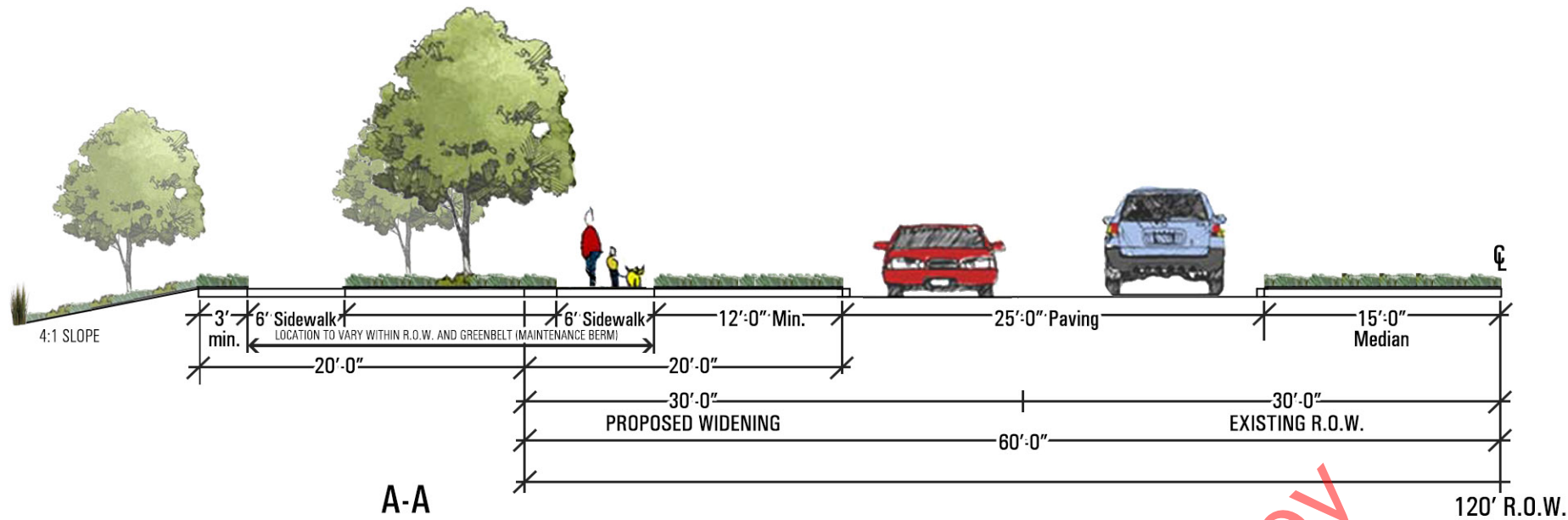
0' 5' 10' 15' 20'

SCALE 1" = 20'
DATE: 05.01.2018

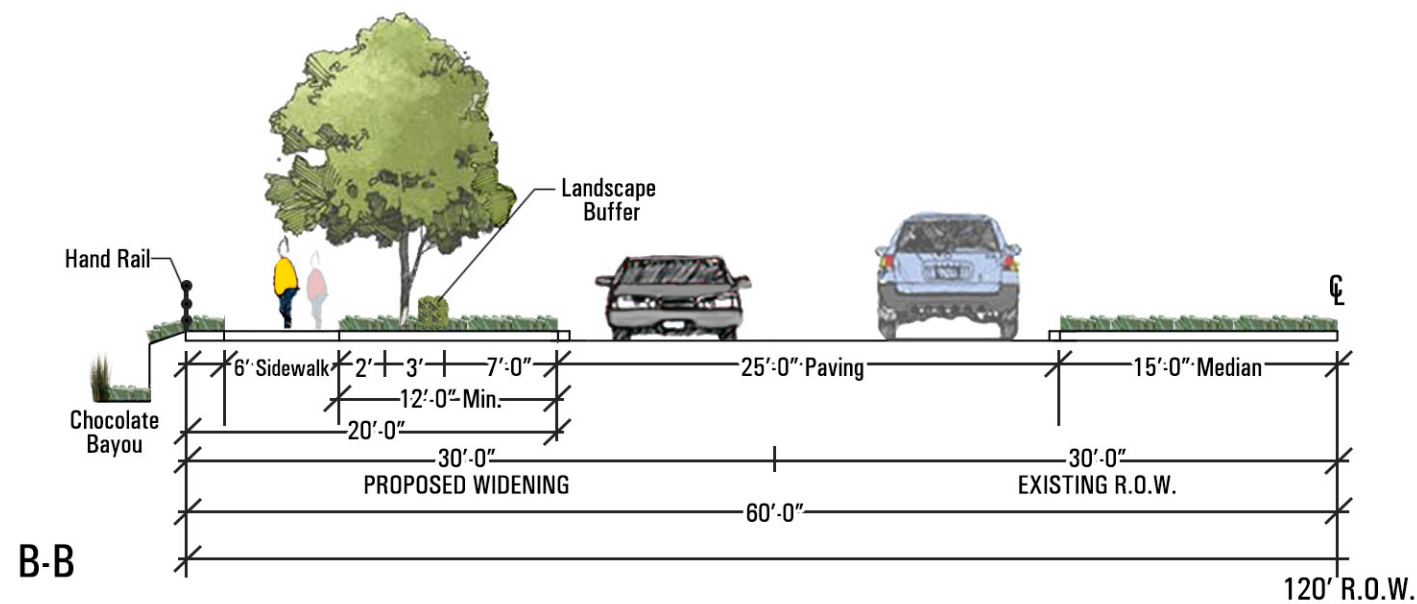
Sierra Vista West

Pedestrian Cross-Section and Detail

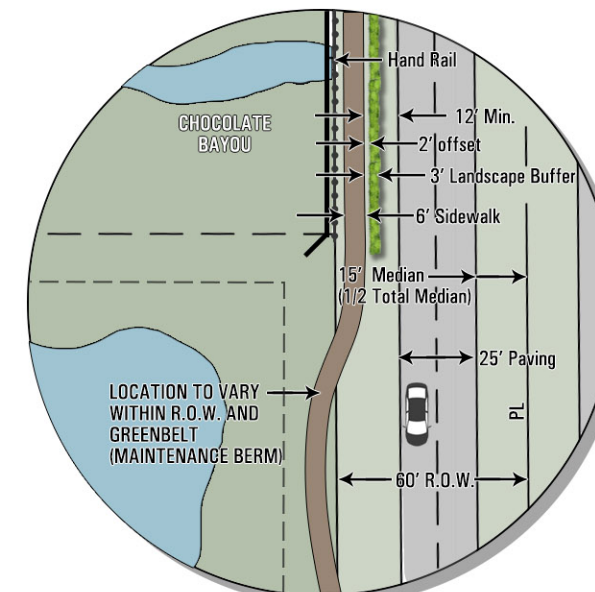
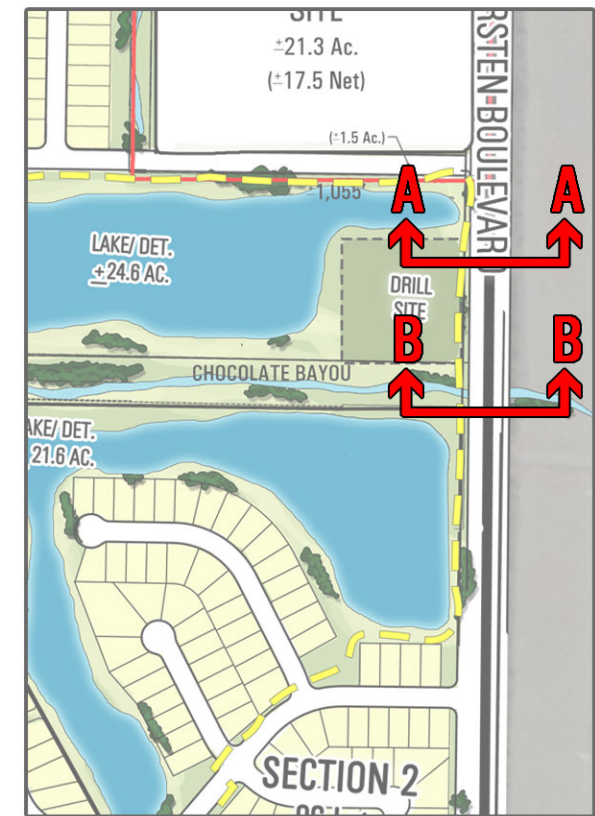
FIGURE 7



A-A



B-B



SCALE: 1" = 100'







SCALE: 1" = 10'
DATE: 04.2021

Sterling Lakes North

LOT TABLE						
	45's	50's	55's	60's	>60'	TOTAL
Section 1				38		38
Section 2				91	5	96
Section 3				114		114
Section 4	42					42
Section 5				39		39
Section 6	55					55
Section 7				83		83
Section 9	100					100
Section 10	58					58
Section 11	68					68
Section 12		183				183
TOTAL	323	183	0	365	5	876

LEGEND

- | | |
|---|-------------------------|
|  | FUTURE LOTS |
|  | CIVIC |
|  | GATED ENTRY |
|  | NEIGHBORHOOD PLAYGROUND |

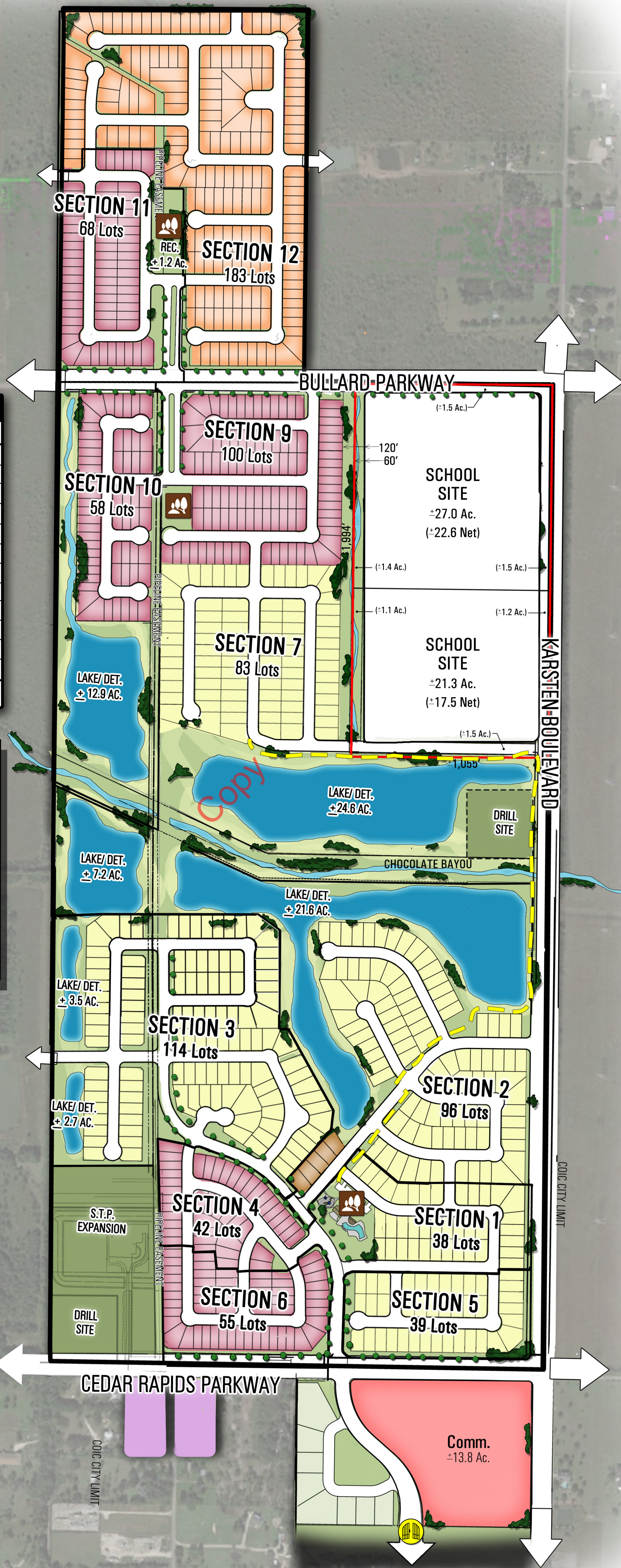
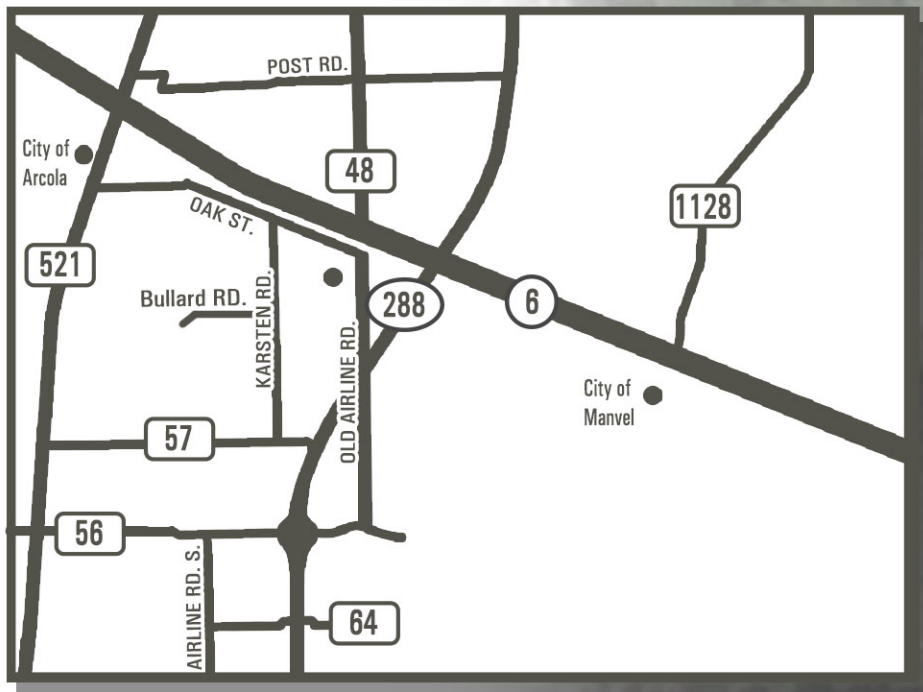
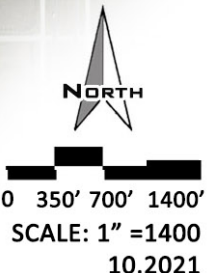


FIGURE 8

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

Phasing Plan



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

FIGURE 9

**AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
ON SIERRA VISTA WEST**

This Amendment No. 1 to Development Agreement on Sierra Vista West (the "Amendment") is entered into effective **August 15, 2022**, by the **CITY OF IOWA COLONY, TEXAS**, a municipality in Brazoria County, Texas, (the "City"); **LAND TEJAS SIERRA VISTA WEST, LLC**, a Texas limited liability company (the "Developer"); **MCALISTER OPPORTUNITY FUND III, L.P.**, a Delaware limited partnership ("McAlister") (all herein collectively called "the Original Parties"); and **ASTRO STERLING LAKES NORTH, L.P.** ("Astro") a Delaware limited partnership (all herein collectively called "the Parties").

RECITALS

1. The Original Parties named above entered into that certain Development Agreement by and Among the City of Iowa Colony, Texas; Land Tejas Sierra Vista West, LLC; and McAlister Opportunity Fund III, L.P. effective November 7, 2019, (the "Agreement" or the "Development Agreement"), for the development of the property therein described.

2. Now Astro Sterling Lakes North, L.P. has acquired ownership of some of the land subject to the Development Agreement, and the Parties wish to make Astro a party to the Development Agreement as an additional Developer. Astro shall have the obligations of a Developer under the Development Agreement, as to the land Astro now owns, regardless whether Astro later conveys any of that land. Astro now owns the land described in the following deeds to Astro: (a) from Land Tejas Sterling Lakes South, L.L.C., recorded at County Clerk's File No. 2021084558 in the Official Records of Brazoria County, Texas; (b) from Land Tejas Sierra Vista West, LLC, recorded at County Clerk's File No. 2021084557 in the Official Records of Brazoria County, Texas; and (c) from Iowa Colony Sterling Lakes, Ltd., recorded at County Clerk's File No. 2021084511 in the Official Records of Brazoria County, Texas

3. Now the Parties also wish to amend the Plan of Development included in that Development Agreement as herein stated.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, the above named parties hereby agree as follows:

1. Astro Sterling Lakes North, L.P. is hereby made a party to the Development Agreement, as a Developer, as to the land now owned by Astro and described above.

2. The Agreement is hereby amended by replacing the Plan of Development attached thereto as Exhibit "B" with the Plan of Development attached to this Amendment as Exhibit B and incorporated herein in full.

3. The following is added to the Development Agreement:

"Section 8.12. Sales Tax. The Developer shall utilize, and cause its contractors to utilize, separated building materials and labor contracts for

all taxable building materials related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.”

4. The City of Iowa Colony, Texas makes the disclosures in this section.

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

b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the landowner, or pursuant to a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code. The City already obtained such a request from the landowner at the time of the original Development Agreement, and the City already has such a strategic partnership agreement.

c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed by request of the landowner under Subchapter 43, C-3 of the Texas Local Government Code. If the land is taxed agriculturally, as wildlife habitat, or for timber production, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the landowner rejects that offer. The City and the owner must make a municipal services agreement. The landowner must request the annexation in writing, which has already been done in connection with the original Development Agreement. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City’s internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the landowner is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.

e. The procedures for this annexation require either the landowner’s consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code, and the City already has both.

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

5. The parties hereby reaffirm the Agreements in full, subject to the amendments herein, and the Agreements shall remain in full force and effect in accordance with their terms, subject to these amendments.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

[EXECUTION PAGES FOLLOW]

Copy

CITY OF IOWA COLONY, TEXAS,
a Texas municipality

By: _____
Michael Byrum-Bratsen, Mayor

ATTEST:

Kayleen Rosser, City Secretary

Copy

LAND TEJAS SIERRA VISTA WEST, LLC,
a Texas limited liability company

By: L.T. PARTNERSHIP, LTD.
a Texas limited partnership,
as its _____
[fill in Managing Member or Manager]

By: L.T. Management, Inc.
a Nevada corporation,
as its General Partner

By: _____
Al P. Brende, President

Copy

MCALISTER OPPORTUNITY FUND III, L.P.,
a Delaware limited partnership

By: MREEF 2017 GP, LLC
a Delaware limited liability company,
as its General Partner

By: _____
Signature

Name: _____

Title: _____

Copy

ASTRO STERLING LAKES NORTH, L.P.,
a Delaware limited partnership

By: _____
a _____,
as its General Partner

By: _____
Signature

Name: _____

Title: _____

Copy

ATTACHMENT:

EXHIBIT B, AMENDED PLAN OF DEVELOPMENT

OF

SIERRA VISTA WEST

This Amendment to Development Agreement has no Exhibit A, because Exhibit A, the property description, in the Development Agreement before this Amendment, remains in effect and is not hereby amended.

Copy

EXHIBIT B
PLAN of DEVELOPMENT
Sierra Vista West

A. Introduction.

1. The property is comprised of approximately 269.44 acres and is part of the 501.92 acres that is currently being developed as Sierra Vista West. Sierra Vista West, Sections One through Five, consisting of 232.48 acres have previously been approved by Brazoria County. This area contains a total of 886 lots, minimum 50 feet wide and is identified as “vested property”, or “VP” on the exhibits and text included in the Plan of Development. The remaining 269.44 acres subject to this Plan of Development is planned for residential uses with community facilities featuring a 16.7 acre recreation reserve, resort style “lazy river” and a possible “Crystal Lagoon” and other general recreational facilities such as parks, lakes, trails, open space.
2. This PD includes the following sections:
 - A. Introduction
 - B. General Provisions
 - C. Land Uses
 - D. Development Regulations
 - D1. Development Regulations for Single Family Lots
 - D2. Development Regulations for” For Rent” Single Family Residential
 - D3. Development Regulations for Townhouse Residential, including tri-plex and duplex lots.
 - E. Parks, Recreation and Trails
 - F. Landscape
 - G. School Site
 - H. Street Plan & Cross-Sections
 - I. Project Phasing

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement, the Development Agreement dated November, 2019 and other applicable ordinances of the City. In the event that there are discrepancies between the text of this document and the exhibits attached, the text shall prevail.

2. The project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1: Boundary Exhibit

Figure 1a: Jurisdiction Map

Figure 2: General Development Plan

Figure 2a: Townhouse and Resort sub district

Figure 3: Contributing Landscape and Open Space Plan

Figure 4: Thoroughfare Exhibit

Figure 5: Street cross section for Spine Road, (divided)

Figure 6: Street cross section for Spine Road, (divided) with Shared Use Trail

Figure 7: Street cross section for Spine Road, (undivided)

Figure 8: Street cross section for Spine Road, (undivided) with Shared Use Trail

Figure 9: Phasing Plan of Development

Figure 10: "For Rent" Single Family Residential Site Plan

Figure 11: Perimeter Fencing and Screening

Figure 12: Existing Vegetation along County Road 48

Figure 13a: Sample Lighting Analysis

Figure 13b: Sample Lighting Analysis

Figure 13c: Sample Lighting Analysis

Figure 14: Proposed Resort / Recreation Building Facades

Figure 15: Proposed Resort / Recreation Building Height from Grade

Figure 16: Proposed Resort / Recreation Building Rendering -Material Palette

Figure 17a: Proposed Resort / Recreation Building Rendering -Main Entry

Figure 17b: Proposed Blue Lagoon Bar and Grill Concept Rendering Restaurant Entry

Figure 17c: Proposed Resort / Recreation Building Concept Rendering – Patio

Figure 18: Fencing and Screening

The project is located west of State Highway 288, between County Roads 56, Meridiana Parkway and C.R. 64, Davenport Parkway. As shown on Figure 1a: Jurisdiction Map, parts of the proposed development lie within the City Limit, and parts lie within the City's extra-territorial jurisdiction.

3. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. The Lazy River and Crystal Lagoon amenities will be owned and managed by a "third party" corporation, Crystal Lagoons of Texas. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

4. All future building permits shall be reviewed for conformance with this PD.
5. Screening and Fencing will be provided along major thoroughfares, and along the perimeter boundaries as shown on Figure 11: Perimeter Fencing and Screening.
6. Construction of the phase 1 “Resort Area” as shown on Figure 2a:
Townhouse and Resort sub district, will commence immediately. The “Resort Area” will consist of two lazy rivers, pool and minimum 12,000 s.f. event center. The shorter lazy river will be a heated “hot tub” river and will be constructed in Phase 1. The longer lazy river will be constructed in Phase 2 after the decision concerning the location of the Crystal Lagoon has been finalized. The longer lazy river will either utilize Crystal Lagoon technology or traditional swimming pool technology to filter the water depending on the location of the lagoon.

The Crystal Lagoon will be built at the location (option 1 or option 2) of the City’s choosing, and construction will commence within 6 months of the city’s site selection.

Option 1: as shown on Figure 2a: the Crystal Lagoon is shown in Phase 2 located south of Crystal View Drive and east of Ames Boulevard. The lagoon will be adjacent to the “Resort Area” and the phase 2 longer lazy river.

Option 2: The Crystal Lagoon will be located adjacent to SH 288 , east of Karsten Boulevard within a future “entertainment district”. The lagoon will feature a beach club and will likely spur multiple restaurants and entertainment venues, including a hotel and conference center.

C. Land Uses.

1. Permitted land uses for tracts identified as Single Family Residential (SFR) on Figure 2 shall be those uses permitted within District SFR of the Zoning Ordinance. Single Family Residential (SFR) lots shall be a minimum 6,600 square feet and be a minimum 60 feet wide.
2. Permitted land uses for the tracts identified as “For Rent” Single Family Residential on Figure 2, Shall include only “For Rent” Single Family Residential units as shown. Figure 10: “For Rent” Single Family Residential Site Plan (See D2.(a) Below)
3. Permitted land uses for the tracts identified as “Utility” on Figure 2 shall include municipal utility and drill site purposes.

4. Permitted land uses for the tracts identified as Townhouse and Resort sub-district are listed below in Table 1.0: Permitted Uses. Any use that is not expressly listed below and cannot be reasonably categorized as falling within the definition or common English interpretation of listed use, may be considered by Iowa Colony Planning Board as a Conditional Use or Specific Use. When considering the suitability of an unlisted use, Iowa Colony Planning Board shall have regard to the permissibility of similar land uses, the vision and objectives of the District, the potential amenity impacts associated with the use and whether allowing the use (with or without special conditions) is in the public interest.
5. The maximum number of single family lots and townhouse residential shall not exceed 558 lots. "For Rent" Single Family Residential shall not exceed 110 units; The total of all dwelling units combined shall not exceed 668 units.
6. Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood park purposes, which area shall equal one (1) acre for each fifty-four (54) proposed dwelling units, based on 668 units equals 12.4 acres required neighborhood park. Land used for public park area shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the developer, such as hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.

Table 1.0 – Permitted Uses:

Land Uses Permitted	Townhouse	Recreation/Resort	Notes
Residential Land Uses			
Dwelling, Single-Family Attached	X		
Dwelling, Single Family Detached	X		
Public and Civil Land Uses			
Wedding Venue		X	

Outdoor Stage, Performance Venue		X	
Community Center/ HOA amenities and club buildings		X	
Recreation and Entertainment			
Amusement and Recreational Services		X	
Other Spectator Sports, incl. rental concessions		X	
Other Reservation Services		X	
Performance Venue, Outdoor		X	
Membership Sports and Recreation Club		X	
Kiosk		X	
Mobile Food Unit		X	
Restaurant, Refreshment Stand (temporary or Seasonal)		X	
Accessory Use			
Accessory Building	x	X	
Temporary uses during construction. Including a "sales trailer" or "construction office"		X	

D. Development Regulations

D1. Development Regulations for Single Family Lots – Maximum 371 lots permitted. Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Minimum lot width: 60 feet.
2. Minimum lot area: 6,600 square feet.
3. Minimum lot depth: 110 feet or 90 feet for lots fronting on the bulb portion of a cul-de-sac.
4. Maximum lot coverage: Sixty (60%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.
5. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
6. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / right-of-way line.
7. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 10 feet exterior side yard for corner lots if a minimum fifteen (15) feet by fifteen (15) feet visibility triangle, as measured from the property line / street right-of-way line, that restricts the placement or maintenance of any vertical obstruction, either natural or man-made, within a vertical distance of between three (3) feet and eight (8) feet of the natural ground elevation, is provided on the platted lot subdivision at any street, public or private, intersection. A street side setback of twenty-five (25) feet minimum will be required for all lots siding on a designated major arterial, minor arterial or major collector.
8. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either

directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major or minor arterial, the minimum rear yard building setback is twenty-five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major or minor arterial and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty-five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major or minor arterial.

9. All lots shall have a minimum of two (2) trees, planted in the front yard setback. The trees must be a minimum of one and one-half (1-1/2) inches in caliper width and a minimum height of six (6) feet as measured at the tree trunk from the ground as planted. The trees must be located between five (5) feet and fifteen (15) feet from a side lot line and between five (5) feet and twenty (20) feet from the front property line with a minimum of ten (10) feet between tree trunks.

D2. Development Regulations for “For Rent” Single Family Residential –. At the time of the preliminary plat, a draft of the protective covenants whereby the Developer proposes to regulate the use of the land shall be submitted to the City. The restrictive covenants, conditions or limitations shall never be less than the minimum requirements of the City as specified in the City’s applicable ordinance(s) at the time of plat recordation.

1. “For Rent” Single Family Residential shall conform to and or be reasonable similar to the plat and site plan as shown on Figure 10: “For Rent” Single Family Residential Site Plan. The plan will feature 110 free standing units on a reserve totaling 18.04 acres.
2. Each unit shall have driveway frontage to a paved twenty eight foot (28’) wide private access easement.(p.a.e.)
 1. The minimum right-of-way width for a p.a.e. shall be 28 feet, which is coterminous with the pavement width measured from edge-to-edge across the surface of the pavement. The p.a.e. shall remain clear at all times for emergency vehicle access. No parking shall be allowed within the p.a.e.
 2. At the option of an applicant, the right-of-way width of the p.a.e. may be comprised of two paving sections of not less than 20 feet each, separated by a curbed section of not less

than five feet and not more than 20 feet in width with a maximum length of 100 feet off of a public street.

3. Intersections along a p.a.e. shall be a minimum of 65 feet apart.

When a p.a.e. intersects with another p.a.e. at a 90-degree angle, the p.a.e. shall provide a 25-foot radius at the intersection. When a p.a.e. intersects with another p.a.e. at an angle less than 90 degrees, but more than 80 degrees, the p.a.e. shall provide a 25-foot radius at the intersection.

4. The centerline radius of a reverse curve on a p.a.e. shall not be less 65 feet. Reverse curves shall be separated by a tangent of not less than 25 feet

3. No building or structure shall exceed two (2) stories, or thirty-five (35) feet.
4. Buildings shall be a minimum 10 feet apart.
5. Minimum front yard building setback: 20 feet. All buildings shall face internal private access easements.
6. Minimum side yard building setback: 10 feet exterior side yard for corner lots. All buildings shall be setback a minimum 25 feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
7. Minimum rear yard building setback: 20 feet. All buildings shall be setback a minimum 25 feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
8. Residential units shall be constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures; and a minimum of sixty (60) percent of the exterior wall (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being fiber cement board.
9. A management office shall be provided on-site, and all open areas, "yards" and all building exteriors shall be maintained by the "management company".
10. Compensation Open Space: 900 square feet of compensation open space shall be provided per each residential unit in accordance with the performance standards outlined in Section 74 (d)(iii)(A) of City of Iowa Colony Ordinance 2019-14A.
11. Two (2) garage parking spaces and two (2) off-street parking spaces shall be provided for each residential unit. In addition, one (1) guest parking space for every 4 units shall be provided throughout the site.

D3. Development Regulations for Townhouse Residential: including tri-plex and duplex lots. One of a group of no less than two (2) nor more than twelve (12) attached dwelling units, separated by a fire rated wall, each dwelling unit located on a separate lot.

1. Residential units shall be constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures; and a minimum of sixty (60) percent of the exterior wall (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being fiber cement board.
2. Front yards and all common areas within the townhouse development shall be maintained by a property owners association

a.	The total number of units shall not exceed.	187 units
	The maximum permitted density	8 units per acre
b.	The minimum lot area	1,400 sq. ft.
c.	The minimum lot width	20 feet A 10' minimum lot width is permitted for flag lots. The "staff" portion of the flag lots shall be restricted to legal frontage only. No driveways or buildings shall be constructed on the portion of the lot that is less than 20 feet wide
d.	The minimum lot depth	70 feet
e.	The minimum front yard setback	20 feet / 15 feet if vehicular access is from a rear alley/shared driveway.
f.	The minimum rear yard setback	10 feet / 3 feet if vehicular access is from a rear alley.
g.	The minimum side yard setback	0 feet between units; 6 feet at the end of each building complex
h.	The minimum side yard of corner lots	10 feet on street side/ 5' if siding on "T" type or "L" Type turnaround (see below) minimum 25 foot side yard if the side street is a major thoroughfare
i.	The maximum lot coverage by structures	80 percent

j.	The maximum lot coverage by structures, driveways and parking	85 percent
k.	The maximum height. L o t a c c e s s	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996. The measurement shall be
l.	Guest parking shall be provided on the site at a minimum 1 space per every 6 units	1 space/6 units

3. Access to lots may be from either a public or private street, a permanent access easement (PAE) or a courtyard. Lots may take driveway access from a private alley provided the lots also have adequate minimum frontage on either a public or private street, a permanent access easement or a common courtyard. Courtyards may not exceed 120 feet and must be a minimum 25 feet wide

- i. The minimum right-of-way required for permanent access easement is 28 feet. The right-of-way width of a permanent access easement is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- ii. Sidewalks are not required adjacent or along a permanent access easement.

- iii. Intersections along permanent access easements shall be spaced a minimum of 65 feet apart and shall not intersect at less than an 80-degree angle.
- iv. When a permanent access easement intersects with another permanent access easement at a 90-degree angle, the permanent access easement shall provide a 20-foot radius at the intersection.
- v. When a permanent access easement intersects with another permanent access easement at an angle of between 80 and 90 degrees each acute angle shall have a 25-foot radius at the intersection.
- vi. A permanent access easement may not be a direct straight-line extension of a public street.
- vii. Curves along a permanent access easement may have any centerline radius except that the centerline radius of a reverse curve shall not be less than 65 feet. Reverse curves shall be separated by a tangent of not less than 25 feet.
- viii. Dead end permanent access easements shall not exceed 100 feet or must provide an "L" type, or "T" type turn around.
- ix. The minimum right-of-way requirement for a private alley is 20'. The right-of-way width of a private alley is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- x. When a private alley intersects with a permanent access easement, or public street the alley shall provide a 20' radius at the intersection.
- xi. When a private alley intersects with another private alley the minimum radius shall be 10'.
- xii. An alley may not be a direct straight-line extension of a public street.
- xiii. Dead end alleys may not exceed 100'

- xiv. Access easements and rights-of-way shall meet or exceed Fire Code requirements from the City and Brazoria County Fire Marshall Office.

4. Parking for Townhouse Residential Use.

- a. Each subdivision providing for a townhouse residential use shall provide at least two off-street parking spaces per dwelling unit on each lot.
- b. Each subdivision plat providing for a townhouse residential use on a permanent access easement with six or more dwelling units shall provide one additional parking space for every six dwelling units. Each additional guest parking space shall conform to the following requirements:
 - i. The guest parking space shall be placed within the boundaries of the subdivision plat, unless the guest parking space abuts a continuous curb along a public or private street that is adjacent to or within the plat boundary and that is not a major thoroughfare;
 - ii. For a subdivision plat where the lots abut a permanent access easement and take vehicular access only from a private alley, a guest parking space may be included within the permanent access easement;
 - iii. The guest parking space shall not be placed within a lot;
 - iv. The guest parking space shall not be placed where parking is prohibited by law; and
 - v. The guest parking space shall be accessible to all residents of each dwelling unit of the subdivision plat.

5. Compensation Open Space: The 16.7 acres recreation/resort and its adjacent beaches and HOA amenities will satisfy the c.o.s. requirements for townhouse residential in this District.

- E. Parks, Recreation and Trails – As shown on Figure 3, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:
1. A maximum of fifty percent (50%) of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following:
 - (a) Several small “pocket parks”, recreation reserves of a minimum one-quarter (1/4) acre, strategically located near the entries of various neighborhood pods, as shown on Figure 3. A contributing park / recreation / open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
 - (b) The recreational amenities and HOA buildings will contribute to the open space and park requirements for this District. as shown on Figure 3, Contributing Landscape and Open Space Plan. The recreational amenities are centrally located, consisting of 16.7 acres including water recreation, HOA building, playground, picnic areas and/or other active recreational uses.
 - (c) The 16.7 acre recreation reserve and the construction of the resort style “lazy river” will replace the obligation to construct a recreation center in Sierra Vista per the agreement dated September 14, 2016.
 - (d) The location of the recreation center in Sierra Vista will be used for a neighborhood “pocket park”.
 2. A minimum of fifty percent (50%) – 5.6 acres of the required area for neighborhood park land shall be dedicated to, and accessible to the public. Public park land shall conform to the criteria indicated in the UDC regarding parkland dedication. Section 3.2.1.5. Consisting of the following:
 - (a) Unencumbered landscape buffer, open space and trails.
 - (b) Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a 50% credit but only if it complies with criteria listed below.
 - Land used for public park area shall have a minimum frontage of 60 feet on a public street. Contributing areas shall include hike, bike, and all weather paths, landscaping and sodding installed according to the construction standards of the City. Paths must also be connected to recreation areas as part of an open space system. .
 - Areas along lake and drainage channel borders shall have an average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and

- Side slopes for area used in credit not to exceed a five to one (5:1) ratio.

- (c) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 20 feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.
- (d) View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.
- (e) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.

- 3. Minimum 5-foot width sidewalks shall be provided along both sides of local public and private residential streets. Except, sidewalks are not required adjacent to 28' wide p.a.e. in the "For Rent" Single Family development. All sidewalks shall be constructed in accordance with the City of Iowa Colony standard details and shall meet the State of Texas ADA standards.
- 4. Minimum 6-foot width sidewalks shall be provided along both sides of major arterials, minor arterials, major collectors and the central spine road (as depicted in Figure 4 attached) within and adjacent to the property. At the discretion of the developer, a twelve (12) foot wide joint use trail may be constructed on only one side of the right-of-way in lieu of two 6 foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided.

F. Landscape. All development will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code, Section 3.3.1 Screening, and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants except as listed below.

- 1. A landscape buffer with a minimum 15-foot width shall be located along each side of the Crystal View Drive, as shown on Figure 3, where lots side or rear to the spine road. The buffer is in addition to the minimum street right-of-way width and shall include trees, benches, plazas and landscape screening. No on-street parking will be allowed along the designated spine road.

2. Screening

- a) The existing trees and hedge row along existing CR 48 will meet the requirements of Section 3.3.1.2 without the need for additional plantings.
- b) Perimeter Fencing and Screening will be constructed as shown on Figure 8, Perimeter Fencing and Screening.

3. Plant List

Trees: Except palm trees to be placed within the recreation site only and not within the ROW as street trees.

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

Shrubs/Groundcovers:

- Coppertone Loquat – *Eriobotrya japonica* ‘Coppertone’ (Evergreen)
- Morning Light Miscanthus – *Miscanthus sinensis* ‘Morning Light’ (Herbaceous)
- Dwarf Bottlebrush – *Callistemon citrinus* ‘Little John’ (Evergreen)
- Variegated Flax Lily – *Dianella tasmanica* ‘Variegata’ (Evergreen)
- Mexican Feather Grass – *Nassella tenuissima* (Herbaceous)
- New Gold Lantana – *Lantana x hybrid* ‘New Gold’ (Evergreen)
- Liriope – *Liriope muscari* (Evergreen)
- Gulf Muhly Grass - *Muhlenbergia capillaris*
- Drift Rose (Apricot) – *Rosa* ‘Meimirrot’
- Dwarf Firebush – *Hamelia patens*
- Summer Wisteria – *Indigofera decora*

- Hameln Grass – *Pennisetum alopecuroides* ‘Hameln’
- Sandy Leaf Fig – *Ficus tikoua*
- Purple Trailing Verbena – *Verbena canadensis* ‘Homestead Purple’
- Snow-N-Summer Jasmine – *Trachelospermum asiaticum* ‘Snow-N-Summer’
- Green Mound Juniper – *Juniperus procumbens* ‘Green Mound’
- Bicolor Iris – *Iris Bicolor* (Evergreen)
- Foxtail Fern – *Asparagus meyeri* (Evergreen)
- Japanese Blueberry – *Elaeocarpus decipiens* (Evergreen)
- Dwarf Palmetto- *Sabal minor*
- Shell Ginger- *Alpinia Zerumbet* ‘Variegata’
- Bat Faced Cuphea- *Cuphea llavea*
- Canna Lily- *Canna indica*
- Yellow Iris- *Iris pseudacorus*
- Knockout Rose- *Rosa* ‘Radrazz’
- Double Red Knockout Rose- *Rosa* x ‘Knockout’ TM
- Variegated Asian Jasmine- *Asiatic jasmine*
- Geyser Pink Gaura- *Gaura lindheimeri* ‘Geyser Pink’
- Geyser White Gaura- *Gaura lindheimeri* ‘Geyser White’
- Super Green Giant Liriope- *Liriope muscari* ‘Super Green Giant’
- Yellow-tip Ligustrum- *Ligustrum howardii*
- Sweet Viburnum – *Viburnum odoratissimum*
- Kaleidoscope Abelia- *Abelia x grandiflora* ‘Kaleidoscope’
- Rose Creek Abelia- *Abelia x grandiflora* ‘Rose Creek’
- Dwarf Schilling’s Holly- *Ilex vomitoria* ‘Schilling’s Dwarf’
- Lindheimer’s Muhly- *Muhlenbergia lindheimeri*
- Dwarf Nandina- *Nandina domestica*
- Switch Grass- *Panicum virgatum* ‘Shenandoah’
- Spring Bouquet Laurestinus- *Viburnum tinus* ‘Spring Bouquet’
- Sand Cord Grass- *Spartina bakeri*
- Variegated Confederate Jasmine- *Trachelospermum jasminoides* ‘Variegatum’

G. School Site

As shown of Figure 2, an elementary school site shall be provided for purchase at the option of the Alvin Independent School District. If the AISD chooses not to purchase the site, the site is limited to the same uses as for tracts identified as Single Family Residential (SFR) on Figure 2. The developer will reserve the land for purchase by Alvin ISD for a period of three (3) years after the date the land is acquired by the developer

and for a period no earlier than the completion of a combined total of 600 homes within the vested property or Sierra Vista West PD. The Developer would require that the District have the land under contract and close within one (1) year of the Districts decision to purchase the land.

H. Street Plan and Cross Sections.

1. Street improvements shall be built in phases as the project develops in accordance with the City's Engineering Design Criteria Manual, Developers Agreement, street plan and cross sections listed below.

- Figure 4: Thoroughfare Exhibit
- Figure 5: Street cross section for the spine road (divided) and greenbelt
- Figure 6: Street cross section for the spine road (divided) with Shared Use Trail
- Figure 7: Street cross section for the spine road (undivided) and greenbelt
- Figure 8: Street cross section for the spine road (undivided) with Shared Use Trail

- I. Project Phasing – Figure 9 indicates the general time and location of the proposed development phasing. The precise dates of each phase is subject to change due to general economic variables and market demand.

- J. Resort / Recreation Area. The resort and recreation area will follow in general conformance with the City of Iowa Colony Uniform Development Code with the following notes.

- a. Access will be provided from the Resort / Recreation Area to County Road 48 to allow for Fire Department Access and to promote better vehicular flow through the site. Improvements to County Road 48 will be limited to those area that are disturbed by the construction of the curb cut. The owner shall submit the required Traffic Impact Analysis demonstrating the majority of traffic flow will be along Crystal View Drive to support not improving County Road 48
- b. The provisions for providing Street Trees will be met by the existing vegetation along County Road 48 without the need for additional physical screen walls or planting. Those areas disturbed by construction of access to County Road 48 or that are removed of vegetation to improve site visibility from the intersection of Crystal View Drive will be replanted in accordance to the requirements of the Iowa Colony UDC. See Figure 12 for images of existing vegetation along County Road 48 and the associated aerial image.

- c. Exterior Environmental Lighting shall be provided in accordance with UDC Section 3.4.1.3 and 3.4.1.4. A full lighting analysis study shall be provided with proposed fixtures for review by the permitting authority. See Figure 13a through 13c for a sample lighting analysis. The lighting levels provided around the lazy river and water feature elements may require additional footcandles for safe operations than are currently allowed by the UDC. A supporting life safety assessment from a qualified life safety consultant will be provided with the submission should additional footcandles be required.
- d. The Resort / Recreation Building unique in that it is not a Retail or Commercial building for the purposes of selling goods. It is a recreation center for residents and the public and is non-linear to provide excellent views inwards towards the aquatic amenity. Therefore the building has multiple primary facades as shown in Figure 14 and is not square to the adjacent streets. The primary façade for the Restaurant faces towards Crystal View Drive. The primary clubhouse façade faces towards the intersection of Crystal View Drive and County Road 48. The primary Amenity Entrance facade faces towards County Road 48.
- e. The height of the Resort / Recreation Building will be determined based on the Grade (adjacent Ground Elevation) as measured from the base of the building and defined within the UDC page 5-19. Figure 15 shows the proposed elevation of the structure to be 33'-0" tall from the Grade.
- f. The proposed material palette of the Resort / Recreation Building will have natural materials as shown in Figure 16. The proposed white brick is factory finished and will not be field painted. The proposed antique charcoal is also factory finished. The timber elements of the building will need to be field stained to provide protection from UV and weather deterioration. Darker stains wear better over time and are proposed for this project.
- g. The Resort / Recreation Building is not intended to be a storefront to the public. Therefore, window and glazing has been reduced to meet the specific needs of the community-oriented building. Offset and articulation requirements have been met as shown in Figures 17a through 17c. The glazing percentages on the primary facades have been reduced to allow for a more residential style of building, while allowing service and other back of house functions to be located on the front of the building and not visible from the outside. This allows the building to open outwards towards the aquatic amenity with significant portions of the rear wall glazed.
- h. An 8' masonry wall shall be provided in accordance with UDC Section 3.3.1.1 along the southern most border of the Resort / Recreation Area to act as a buffer between the sports courts and the adjacent residential use. See Figure 18.

Sierra Vista West

General Development Plan

FIGURE 2

LEGEND		
1	SF 1 - MAXIMUM 371 LOTS - LOTS SHALL BE A MINIMUM OF 60' WIDE AND 6,600 SF.	96.8 AC.
2	INDICATES PROPOSED "FOR RENT"	18.0 AC.
3	INDICATES PROPOSED TOWNHOUSE LOTS	22.0 AC.
4	INDICATES PROPOSED DETENTION/RECREATION	64.8 AC.
5	INDICATES PROPOSED UTILITY	6.4 AC.
6	* INDICATES PROPOSED GATED ENTRY/ PRIVATE STREET ONLY	-
7	● INDICATES PROPOSED PUBLIC RECREATION SITE	5.4 AC.
8	● INDICATES PROPOSED PRIVATE RECREATION SITE	16.7 AC.
9	- - - INDICATES OPTIONAL MULTI-USE TRAIL	-
10	▨ INDICATES OPTIONAL SCHOOL SITE	15.0 AC.
11	▬▬▬ INDICATES PROPOSED R.O.W.	24.3 AC.
12	▨ INDICATES VESTED PROPERTY	232.5 AC.
TOTAL		501.9 AC.

The PD shall substantially conform to the general layout, design concepts, and in accordance with the listed townhouse residential, commercial and office land uses shown here.



Sierra Vista West

Townhouse and Resort

Sub-District

FIGURE 2a

TABLE	
16.7 ACRE RECREATION	
1	Clubhouse
2	Playground
3	Splash Pad
4	Synthetic Turf
5	Tennis Court
6	Basketball Pavilion
7	Pickleball Court
8	Bocce Ball Court
9	Parking Lot (223 Spaces)
10	Oasis Pool
11	Fire Place
12	Small Lazy River
13	Shade
14	Entry Feature
15	Pool Decking
16	Concrete Pavement
17	Beach Walk In
18	Sand Beach - PHASE 2
19	Sand Volleyball
20	Restroom Pavillion
21	Access Bridge - PHASE 2
22	Large Lazy River - PHASE 2
23	Swim Up Bar
24	Hammock Area - PHASE 2
25	Gaming Area
26	Cabana
27	Event Center - PHASE 2
28	GreenBoLT Trail
29	Water Sports - PHASE 2
30	Crystal Clear Lagoon - PHASE 2

The PD shall substantially conform to the general layout, design concepts, and in accordance with the listed townhouse residential, commercial and office land uses shown here.



SCALE: 1"=100'
DATE: 10-2021



JONES CARTER

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED NEIGHBORHOOD PARK

1 AC/54 UNITS @606 UNITS = 11.2 ACRES REQUIRED

• 50% PRIVATE PARK = 5.6 AC.

- A) POCKET PARKS & CONTRIBUTING OPEN SPACE
- B) MIN. 10 AC. CENTRALLY LOCATED PRIVATE RECREATION SITE

• 50% PUBLIC PARK = 5.6 AC.

- A) UNENCUMBERED BUFFER, OPEN SPACE AND TRAILS
- B) DETENTION AREAS SHALL QUALIFY AT A 25% CREDIT FOR PUBLIC PARK SUBJECT TO:
 - 5:1 MAXIMUM SIDE SLOPE
 - MIN. 60' FRONTAGE ON A PUBLIC STREET
 - ADDITIONAL MAN-MADE IMPROVEMENTS INCLUDING, TRAIL BENCHES, AND LANDSCAPE (LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO MINIMUM 15' WIDE AND CONTAINING REQUIRED 1 1/2" CALIPER TREES).

● INDICATES PRIVATE NEIGHBORHOOD PARK MINIMUM 1/4 AC. (SEE NOTE)

● INDICATES PUBLIC NEIGHBORHOOD PARK

○ 1/4 MILE RADIUS SERVICE AREA

--- INDICATES OPTIONAL 12' WIDE SHARED USE TRAIL

NOTE: 6' MINIMUM SIDEWALK REQUIRED ON BOTH SIDES OF THE SPINE ROAD OR A 10' SHARED USE TRAIL ON ONE SIDE OF THE SPINE ROAD.

● Note:
Recreation sites shall provide a variety of recreational uses- passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern. Each site shall include at least 2 benches, 2 shade trees and a drinking fountain.



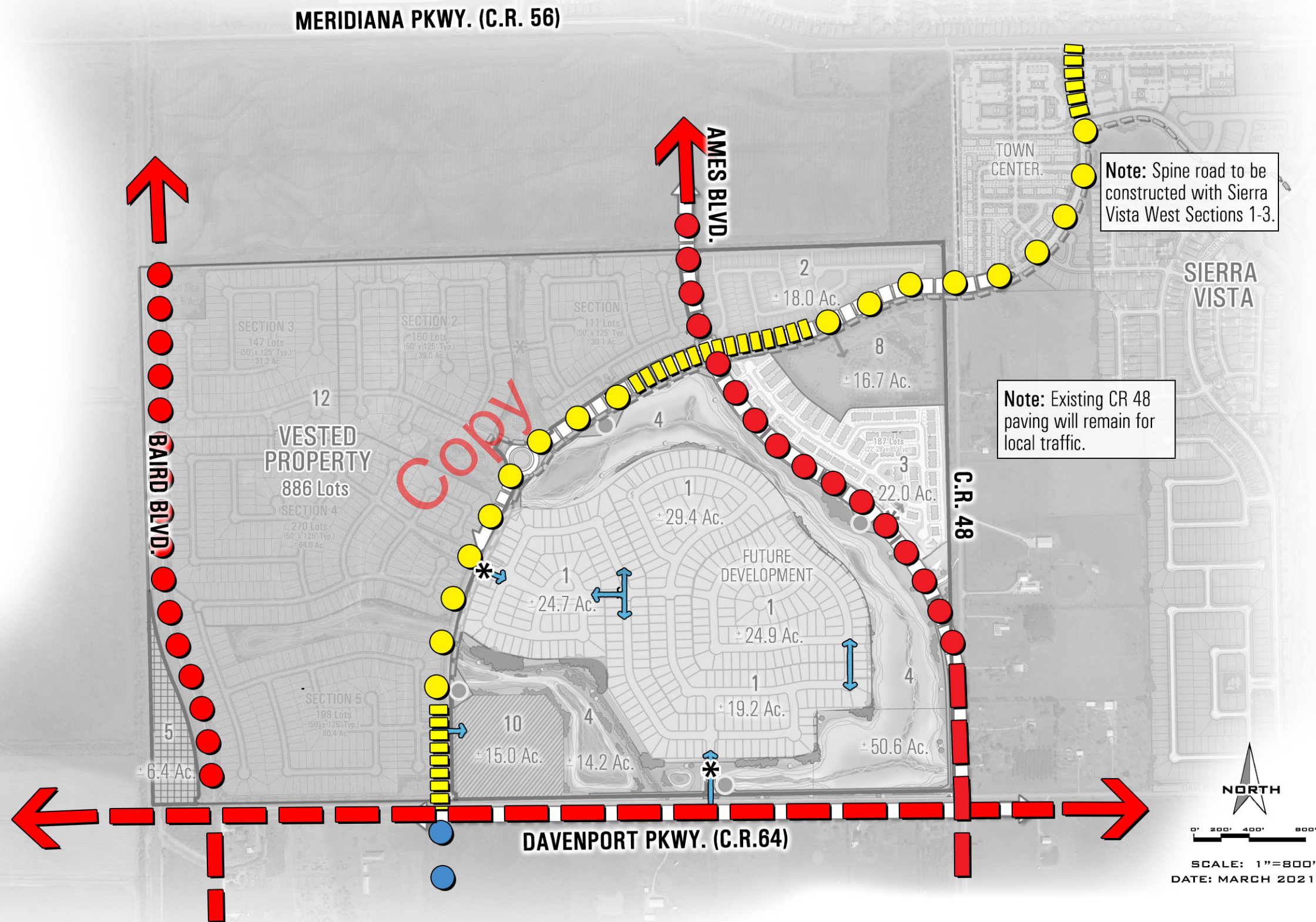
Sierra Vista West

Thoroughfare Exhibit

FIGURE 4

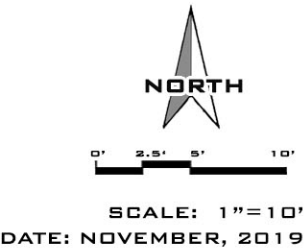
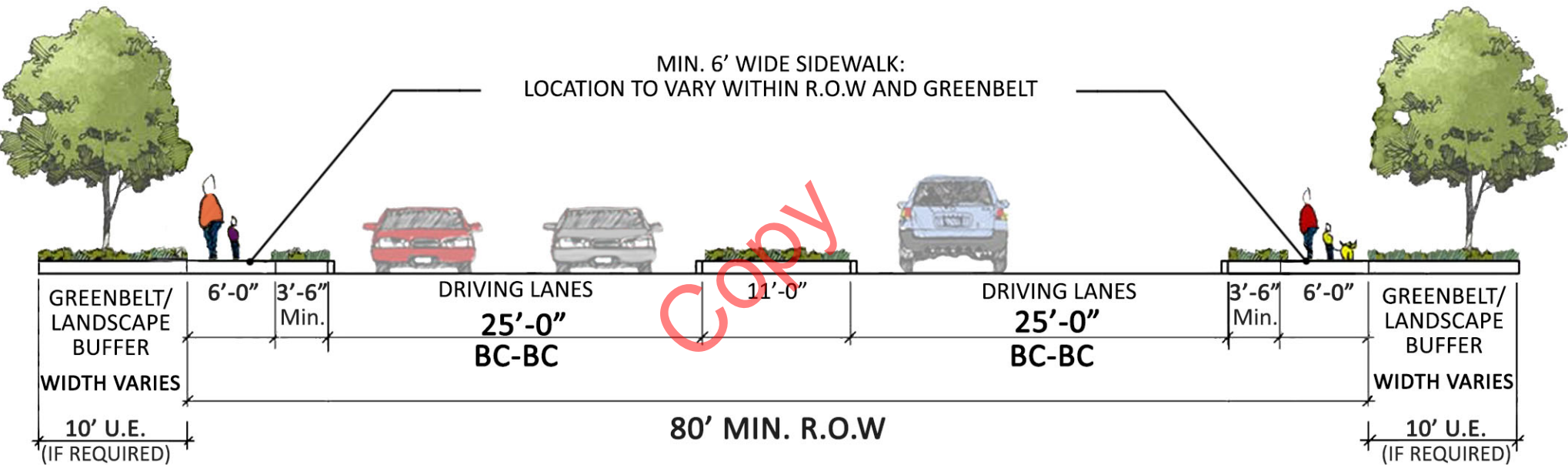
LEGEND

- MAJOR ARTERIAL (TO BE WIDENED)
(120' R.O.W. MIN.)
- MAJOR ARTERIAL (PROPOSED)
(120' R.O.W. MIN.)
- MINOR COLLECTOR (PROPOSED)
(80' R.O.W. MIN.)
- SPINE ROAD - UNDIVIDED (PUBLIC)
(80' R.O.W. MIN.)
- SPINE ROAD - DIVIDED (PUBLIC)
(80' R.O.W. MIN.)
- LOCAL STREET (PRIVATE)
(60' R.O.W. MIN.)
- GATED ENTRY/ PRIVATE STREET



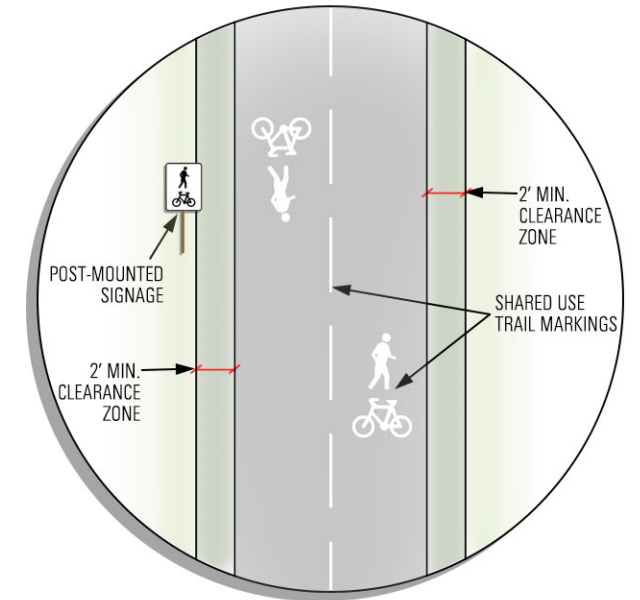
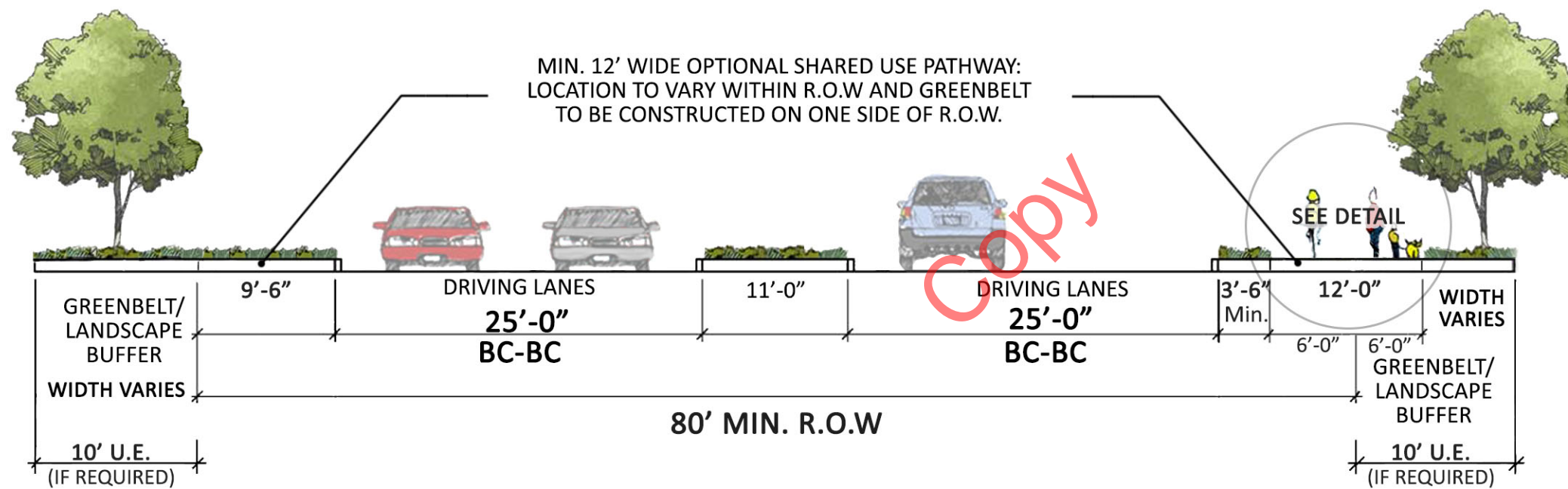
Street Cross Section
for Spine Road (Divided)

PROPOSED STREET CROSS SECTION
SPINE ROAD (DIVIDED)



Street Cross Section for Spine Road (Divided) with Shared Use Trail

PROPOSED STREET CROSS SECTION SPINE ROAD (DIVIDED) SHARED USE TRAIL



SHARED USE TRAIL DETAIL:

- 12' MINIMUM TRAIL
- POST-MOUNTED SIGNAGE
OUTSIDE OF CLEARANCE ZONE
AND 4' MINIMUM HEIGHT
- 8' MINIMUM TREE CLEARANCE
- 2' CLEARANCE ZONES

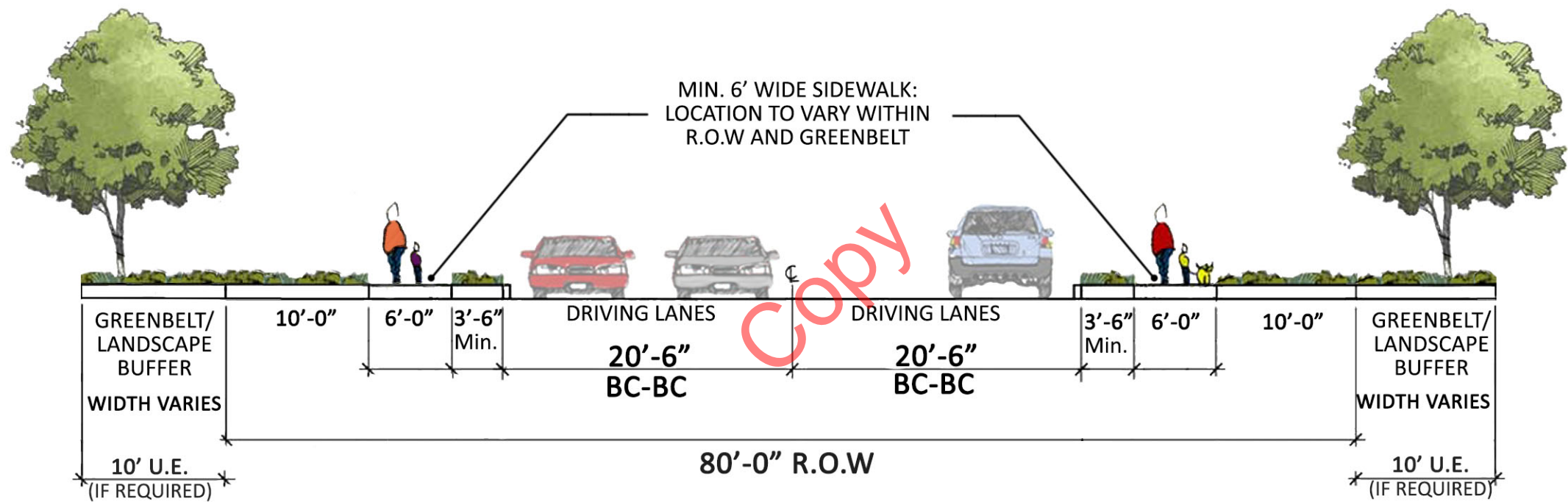


0' 2.5' 5' 10'

SCALE: 1"=10'
DATE: NOVEMBER, 2019

Street Cross Section
for Spine Road (Undivided)

PROPOSED STREET CROSS SECTION
SPINE ROAD (UNDIVIDED)

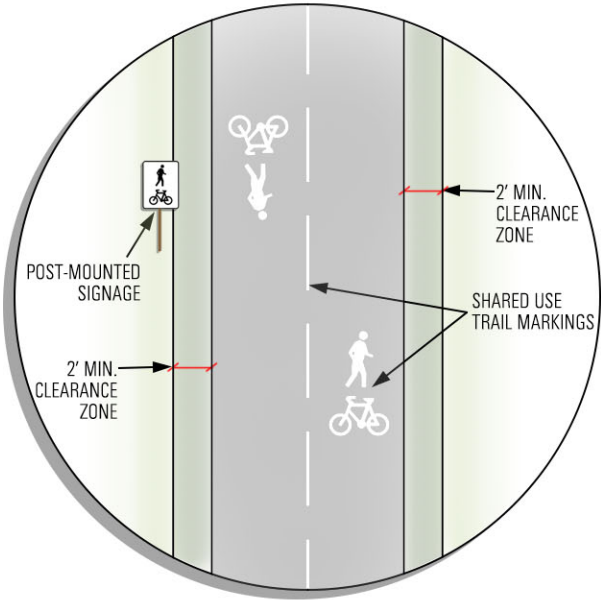
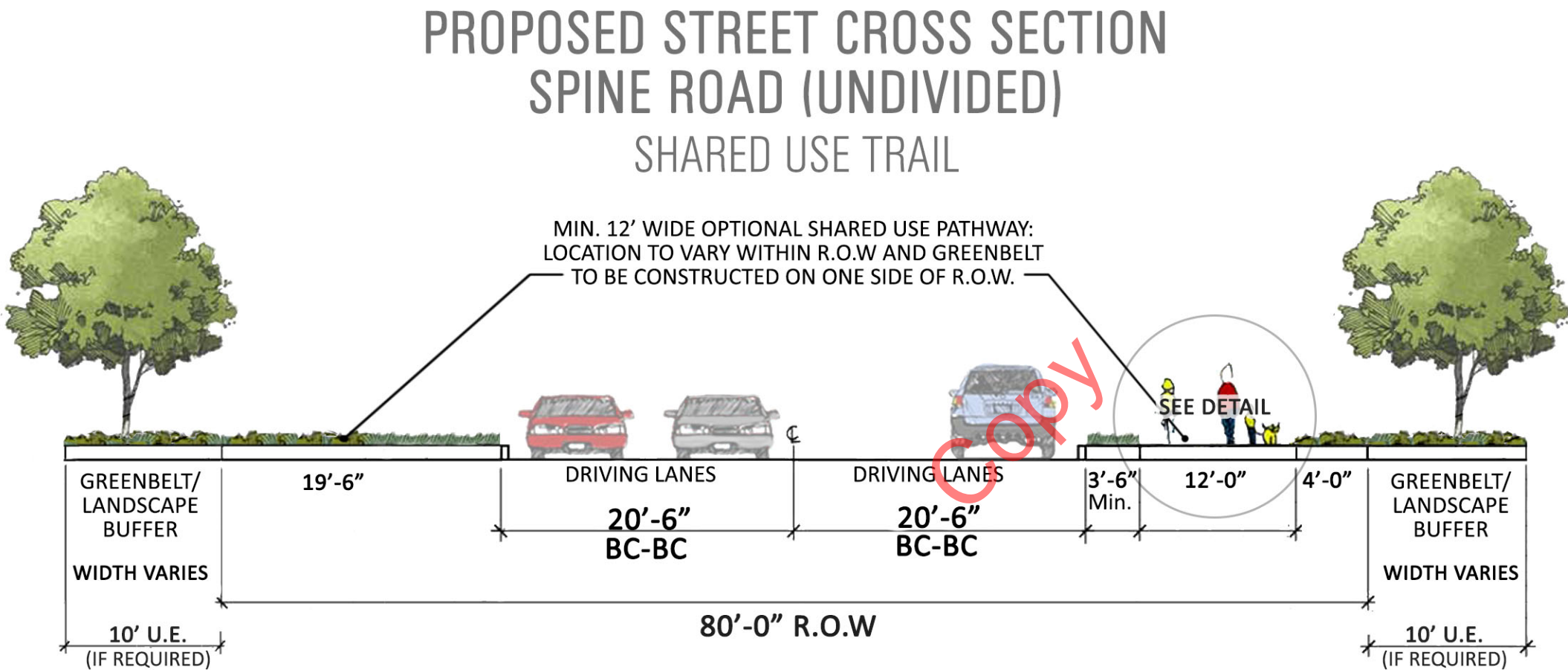


0' 2.5' 5' 10'

SCALE: 1"=10'
DATE: NOVEMBER, 2019

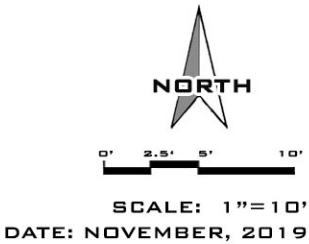


Street Cross Section
for Spine Road (Undivided)
with Shared Use Trail



SHARED USE TRAIL DETAIL:

- 12' MINIMUM OPTIONAL TRAIL
- POST-MOUNTED SIGNAGE
OUTSIDE OF CLEARANCE ZONE
AND 4' MINIMUM HEIGHT
- 8' MINIMUM TREE CLEARANCE
- 2' CLEARANCE ZONES

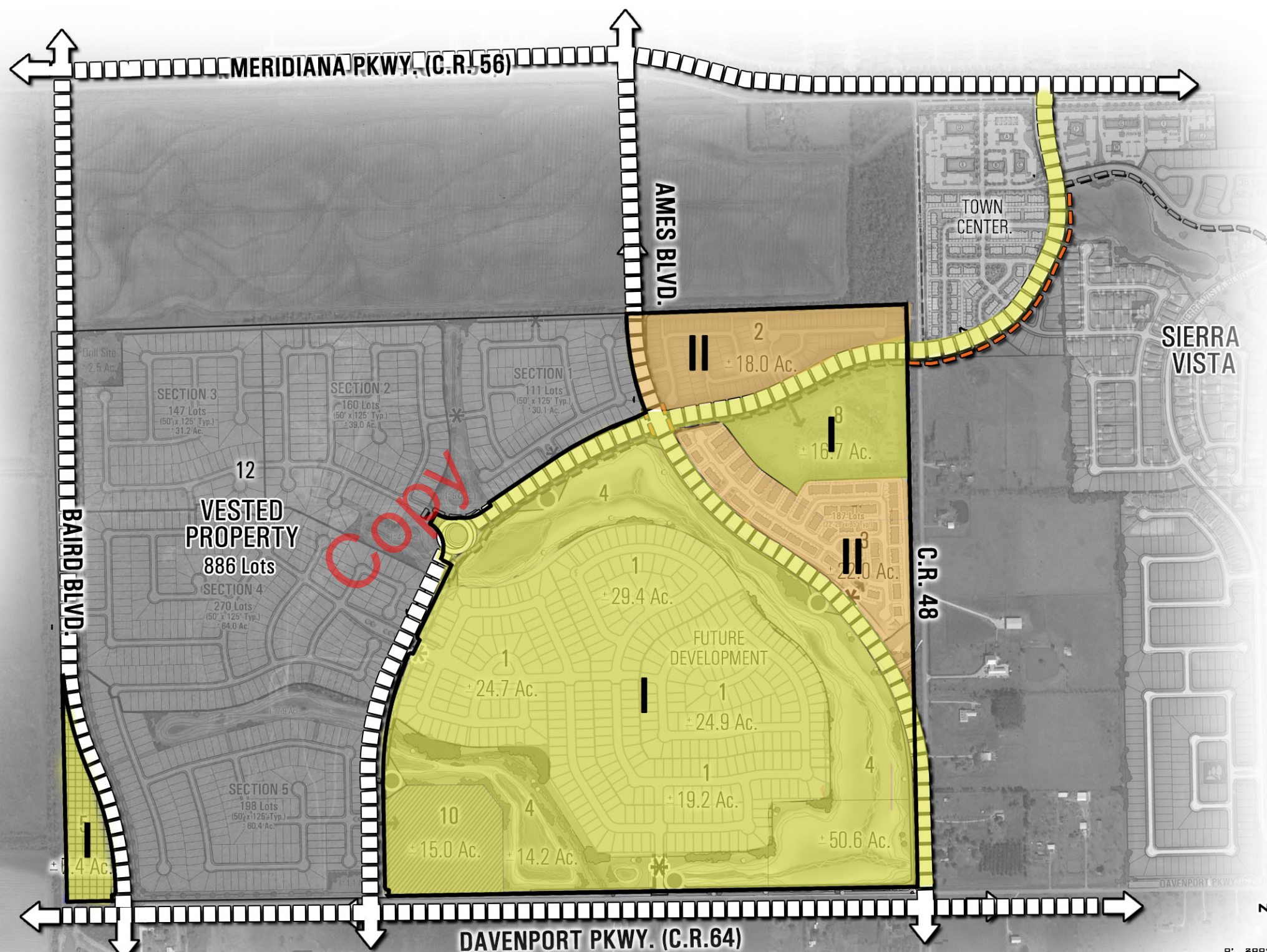


Sierra Vista West

Phasing Plan of Development

FIGURE 9

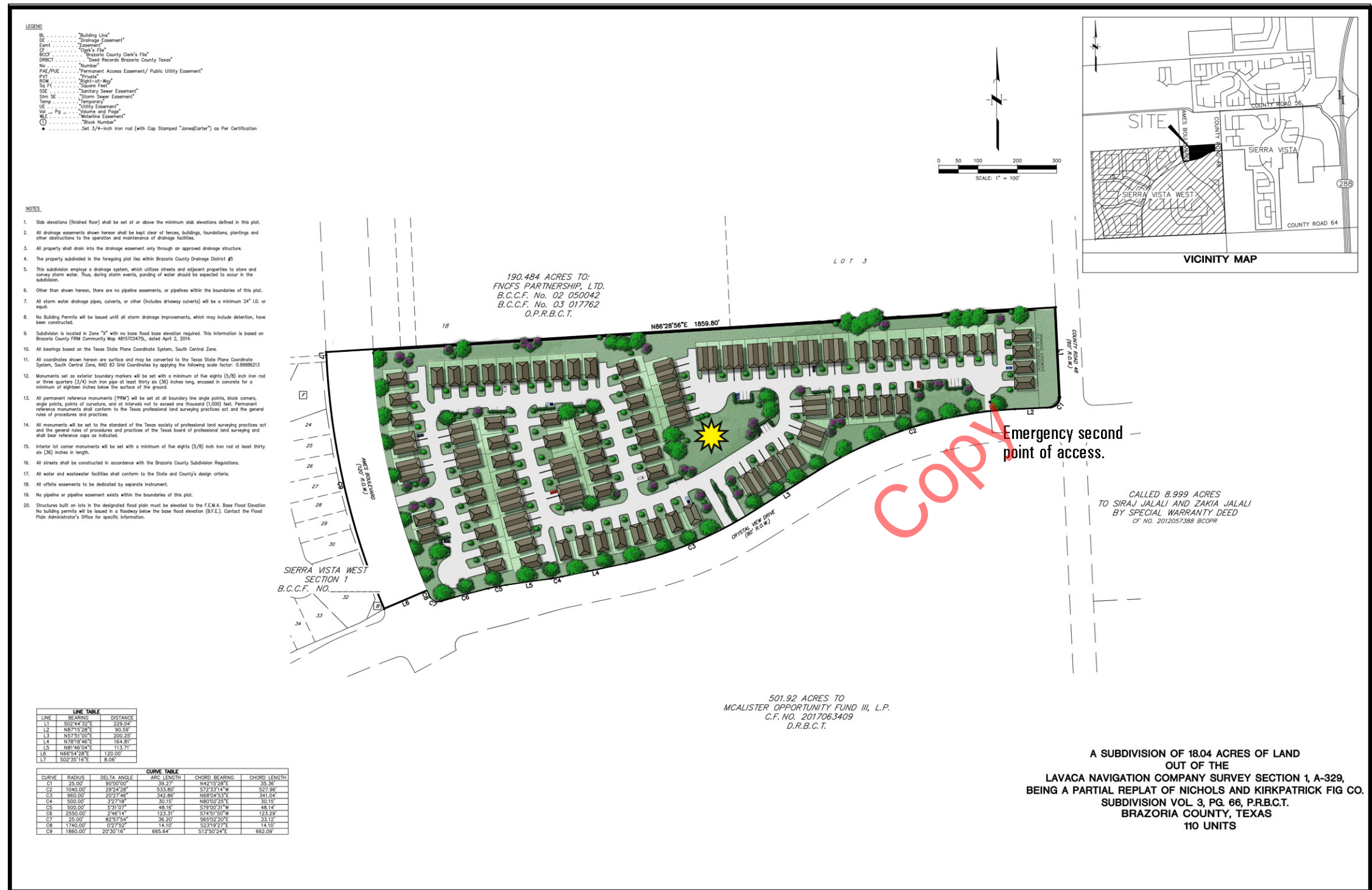
- PHASE I (1-2 Years)*
- PHASE II (3-5 Years)*
- PHASE III (6-10 Years)*



*THE PHASE DATES OF EACH PHASE IS SUBJECT TO CHANGE DUE TO GENERAL ECONOMIC VARIABLES AND MARKET DEMAND.

NORTH
0' 200' 400' 800'
SCALE: 1"=800'
DATE: 10- 2021

"For Rent" Single-Family Residential Site Plan



110 TOTAL UNITS

Density: 6.09 DU/AC

Setbacks:

Front Yard: Minimum 20', all buildings shall face internal PAE

Side Yard:

- a. Minimum 10' between buildings
- b. Minimum 10' on the street side of a corner unit.
- c. Minimum 25' if the unit is backing to any other public street (i.e. CR 48, Crystal View Drive, Ames Boulevard).

Rear Yard:

- a. Minimum 20' from perimeter property line
- b. Minimum 25 feet if the unit is backing to a street that is a major arterial or major collector.

Lot Size*: 3,600 SF Typical 40'x90'

*This site will not be subdivided into single-family lots. All land and residential units will be owned and maintained by a single corporate entity.

Maximum Height: 2 Stories - 35'

Parking:

- a. 2 garage spaces and 2 on-site spaces provided with each unit.
- b. 1 additional guest parking space per 4 units. (28 total) provided throughout the site.

Open Space:

- a. 146,522 SF Open Space Provided (99,000 SF Req.)
- b. 1,332 SF Open Space per unit provided (900 SF Min.)

Location of On-site Management Offices: 

Materials:

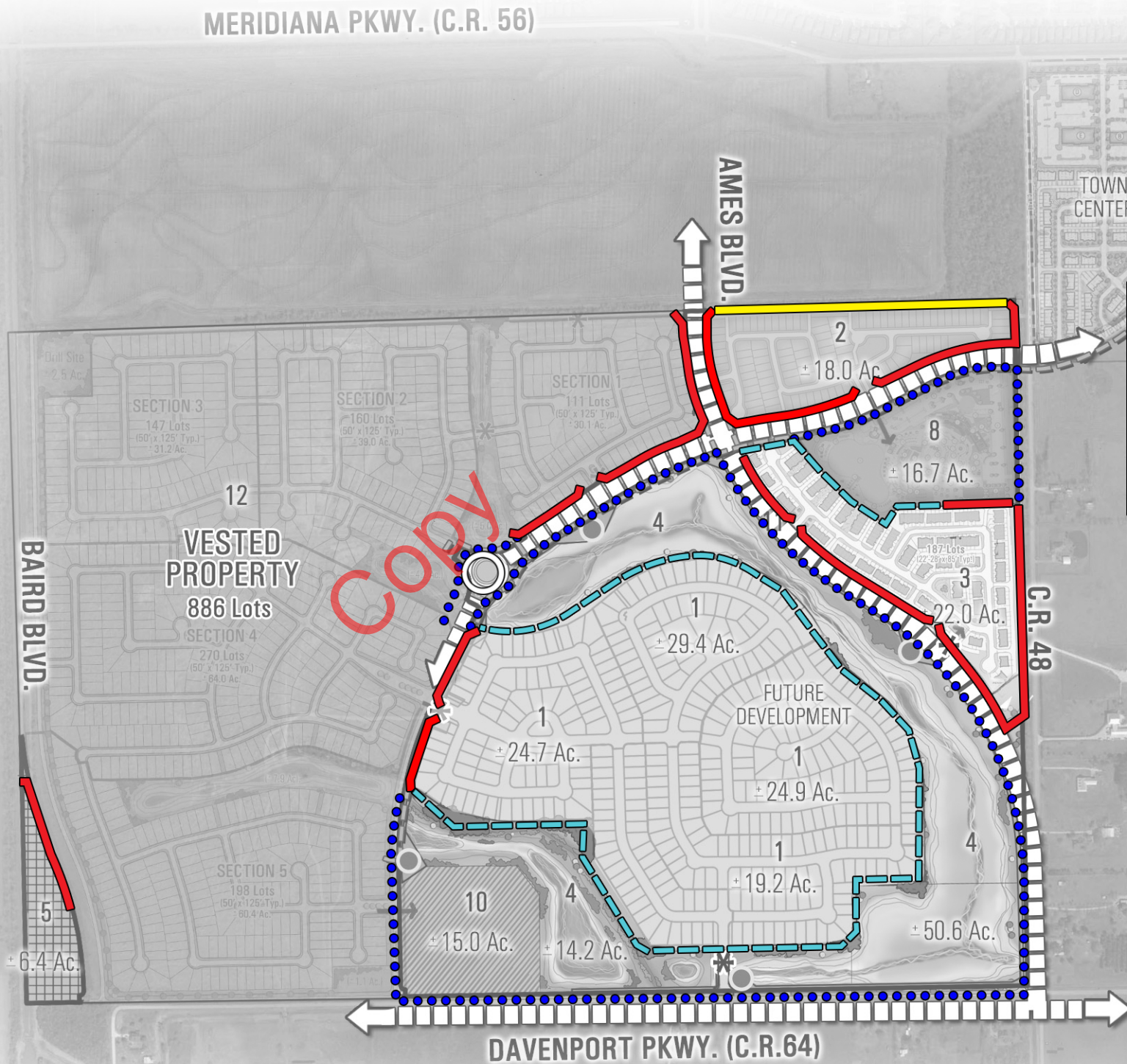
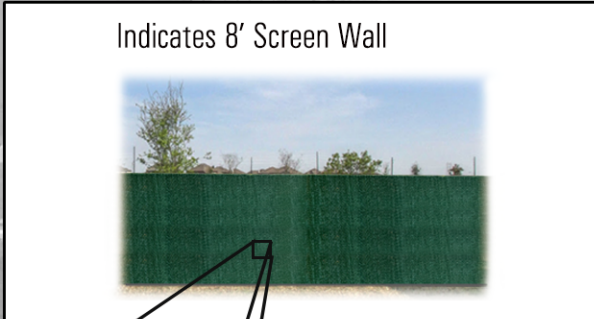
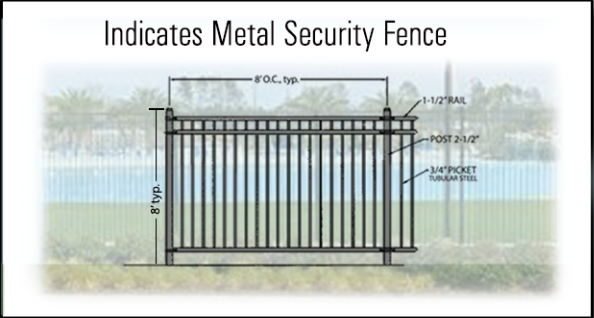
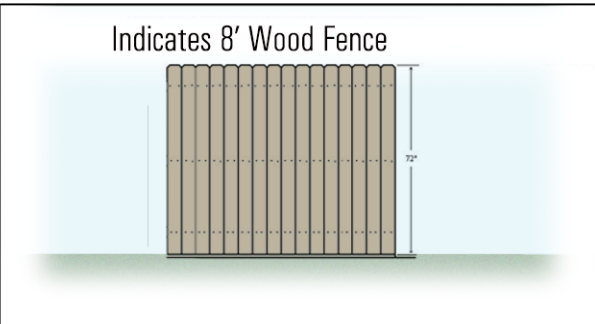
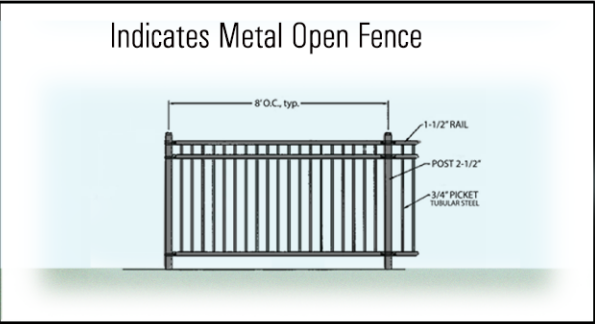
- 100% brick - 1 story structures
- 60% brick - 2 story structures

Sierra Vista West

Perimeter Fencing and Screening

FIGURE 11

- Indicates 6' high masonry wall
- Indicates 8' high wood fence
- Indicates 8' high masonry wall
- Indicates 6' metal open fence
- Indicates security fence
(security fence location subject to change pending final site plan approval)
- Indicates 8' screen wall
- Indicates no fence required



SCALE: 1"=800'
DATE: OCTOBER 2021

FIGURE 12



SOUTH VIEW ON C.R.48

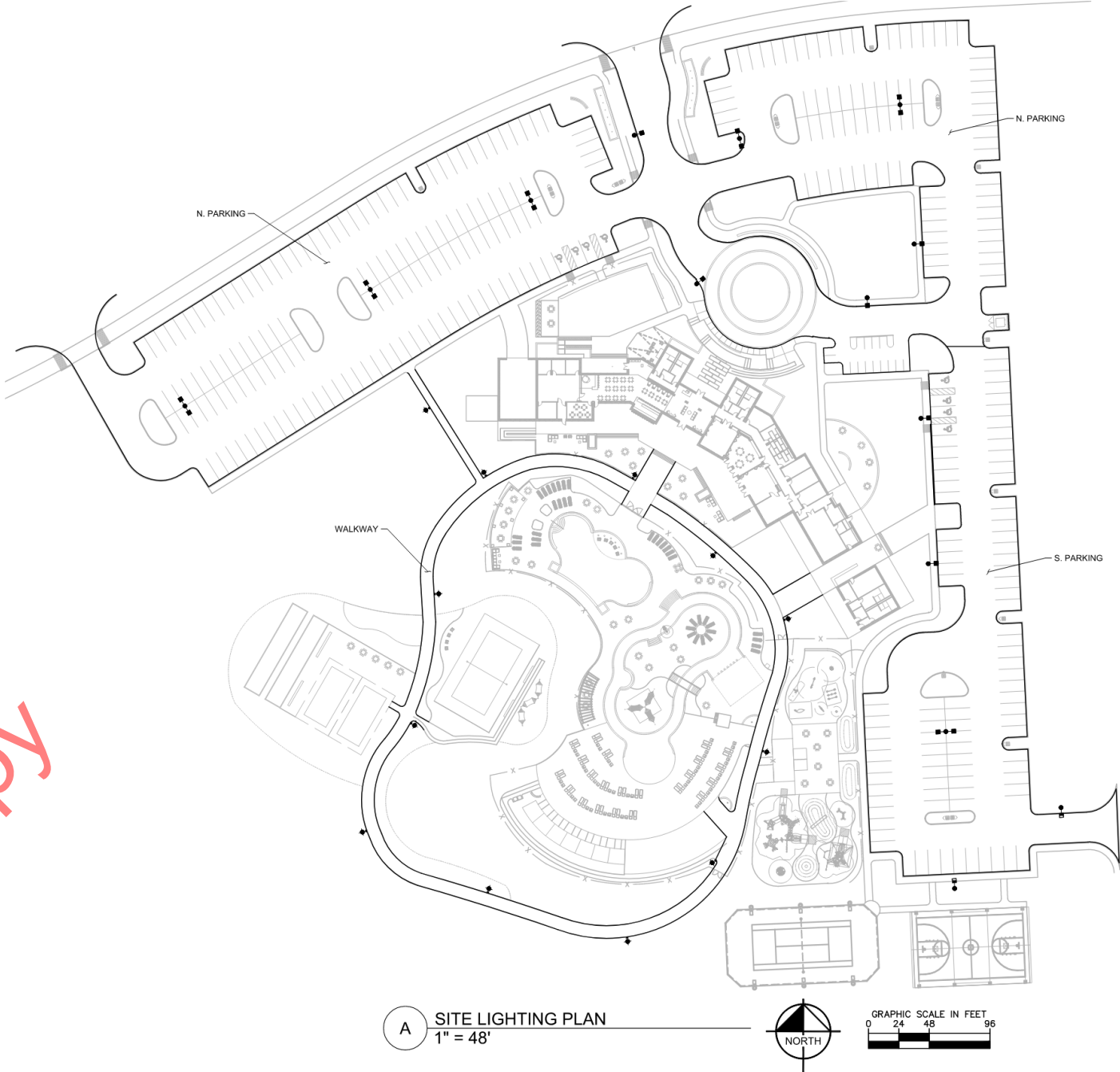


EXISTING TREES
ALONG COUNTY ROAD 48

FIGURE 13a

Sample study provided for reference only. A complete photometric study of the lazy river and associated site lighting will be provided.

Copy



A SITE LIGHTING PLAN
1" = 48'

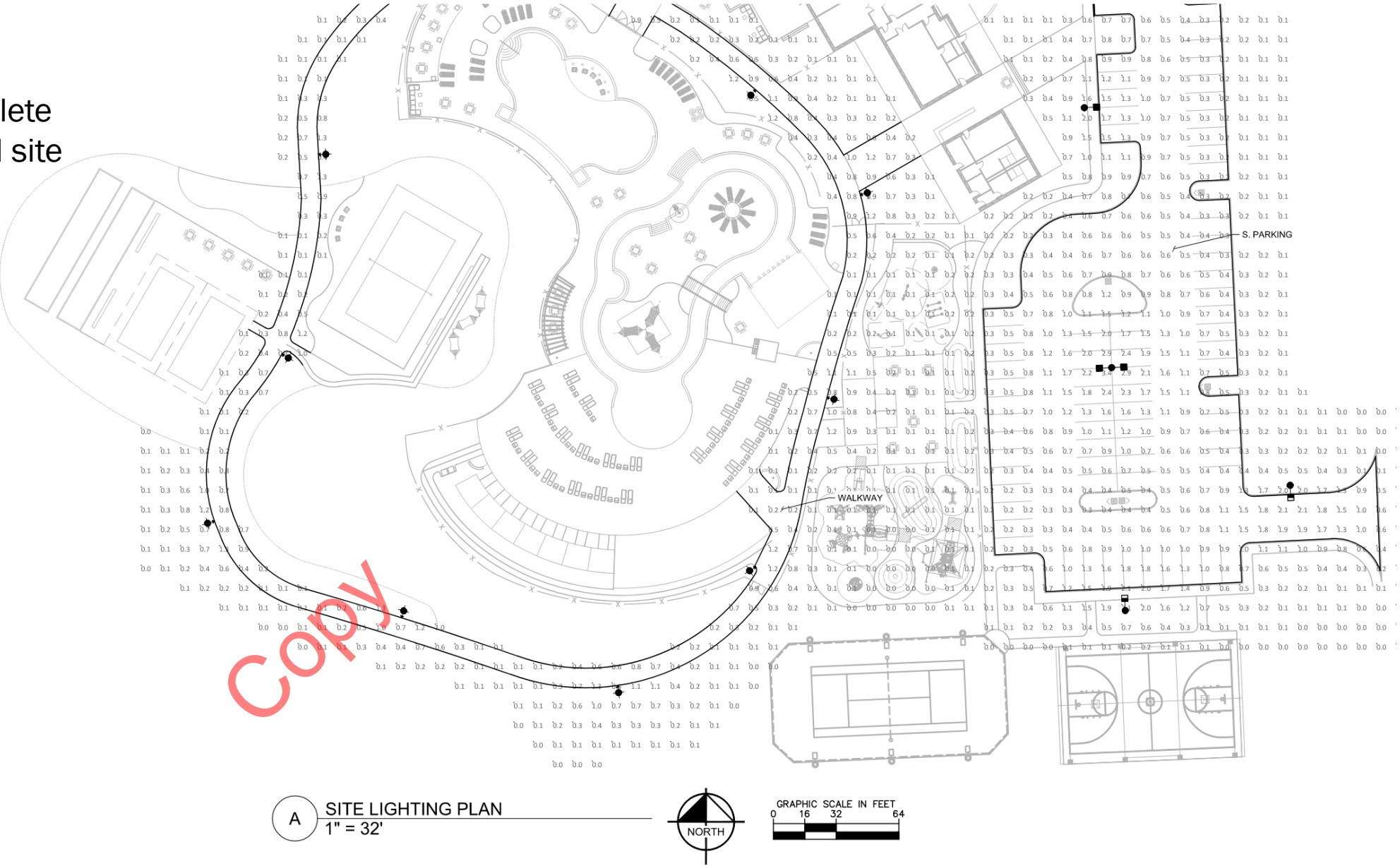
LIGHTING LEGEND			
SYMBOL	QTY	DESCRIPTION	HEIGHT
■-■-■	6	PROPOSED BACK-TO-BACK LUMINAIRES MODEL DSX0-LED-P4-30K-T4M-MVOLT	25 FT
●-■	5	PROPOSED SINGLE LUMINAIRE MODEL DSX0-LED-P4-30K-T4M-MVOLT	25 FT
●-□	3	PROPOSED SINGLE LUMINAIRES MODEL DSX0-LED-P4-30K-T2S-MVOLT-HS	25 FT
⬆	12	PROPOSED POST-TOP LUMINAIRES MODEL RADPT-P1-30K-PATH	12 FT

DESIGN CRITERIA*
PARKING AREA
ILLUMINANCE (Fc)
MAX/MIN = 20:1
MINIMUM = 0.20
*PER ANSIIES RP-8-18 TABLE 17-2

CALCULATION SUMMARY		
N. PARKING AREA	S. PARKING AREA	WALKWAY
ILLUMINANCE (Fc)	ILLUMINANCE (Fc)	ILLUMINANCE (Fc)
MAX/MIN = 18.00	MAX/MIN = 17.00	MAX/MIN = 13.00
AVERAGE = 0.81	AVERAGE = 0.80	AVERAGE = 0.48
MINIMUM = 0.20	MINIMUM = 0.20	MINIMUM = 0.10

FIGURE 13b

Sample study provided for reference only. A complete photometric study of the lazy river and associated site lighting will be provided.




LIGHTING LEGEND			
SYMBOL	QTY	DESCRIPTION	HEIGHT
■-◆-■	6	PROPOSED BACK-TO-BACK LUMINAIRES MODEL DSX0-LED-P4-30K-T4M-MVOLT	25 FT
●-■	5	PROPOSED SINGLE LUMINAIRE MODEL DSX0-LED-P4-30K-T4M-MVOLT	25 FT
●-□	3	PROPOSED SINGLE LUMINAIRES MODEL DSX0-LED-P4-30K-T2S-MVOLT-HS	25 FT
◆	12	PROPOSED POST-TOP LUMINAIRES MODEL RADPT-P1-30K-PATH	12 FT

DESIGN CRITERIA*
PARKING AREA
ILLUMINANCE (Fc)
MAX/MIN = 20:1
MINIMUM = 0.20
*PER ANSI/IES RP-8-18 TABLE 17-2

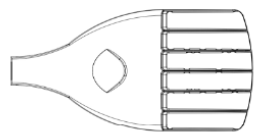
CALCULATION SUMMARY		
N. PARKING AREA	S. PARKING AREA	WALKWAY
ILLUMINANCE (Fc)	ILLUMINANCE (Fc)	ILLUMINANCE (Fc)
MAX/MIN = 18.00	MAX/MIN = 17.00	MAX/MIN = 13.00
AVERAGE = 0.81	AVERAGE = 0.80	AVERAGE = 0.48
MINIMUM = 0.20	MINIMUM = 0.20	MINIMUM = 0.10

FIGURE 13c

Sample study provided for reference only. A complete photometric study of the lazy river and associated site lighting will be provided.



D-Series Size 0 LED Area Luminaire



Specifications

EPA: 0.95 ft² (0.09 m²)

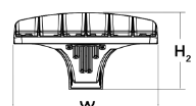
Length: 26" (66.0 cm)

Width: 13" (33.0 cm)

Height₁: 3" (7.62 cm)

Height₂: 7" (17.8 cm)

Weight (max): 16 lbs (7.25 kg)



Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED	Series	LEDs	Color temperature	Distribution	Voltage	Mounting	
DSX0 LED	Forward optics	P1 PS P2 P6 P3 P7 ¹ P4 ¹	3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short ¹	TSS Type V short ¹ TSM Type V medium ¹ TSW Type V wide ¹ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT (120V-277V) ^{1,6} XVOLT (277V-480V) ^{1,8,9} 120 ⁴ 208 ⁴ 240 ⁴ 277 ⁴ 347 ⁴ 480 ⁴	Shipped included SPA Square pole mounting RPA Round pole mounting ¹⁰ WBA Wall bracket ¹ SPUMBA Square pole universal mounting adaptor ¹¹ RPU MBA Round pole universal mounting adaptor ¹¹ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹²

Control options

Shipped installed
NLTAIR2 nLight AIR generation 2 enabled^{13,14}
PIRHN Network, high/low motion/ambient sensor¹⁵
PER NEMA twist-lock receptacle only (control ordered separate)¹⁶
PERS Five-pin receptacle only (control ordered separate)^{16,17}
PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate)^{16,17}
DMG 0-10V dimming extend out back of housing for external control (control ordered separate)¹⁸

Other options

PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5ft^{19,20}
PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5ft^{19,20}
PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1ft^{19,20}
PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1ft^{19,20}
FAO Field adjustable output²¹

Shipped installed

HS House-side shield²²
SF Single fuse (120, 277, 347V)⁶
DF Double fuse (208, 240, 480V)⁶
L90 Left rotated optics²
R90 Right rotated optics²
DDL Diffused drop lens¹²
HA 50°C ambient operations¹
BAA Buy America(n) Act Compliant
Shipped separately
BS Bird spikes²³
EGS External glare shield

Finish (required)

DDBXD Dark bronze
DBLXD Black
DNAXD Natural aluminum
DWHXD White
DDBTXD Textured dark bronze
DBLTXD Textured black
DNATXD Textured natural aluminum
DWHGXD Textured white

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125				
T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121				
T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124				
T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122				
TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124				
TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129				
TSS	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	0	129				
TSM	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129				
TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130				
BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102				
LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76				
RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76				
T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120				
T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120				
T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121				
T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117				
T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121				
T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118				
TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120				
TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125				
TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125				
TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125				
TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126				
BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99				
LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73				
RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73				
T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116				
T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116				
T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117				
T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113				
T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116				
T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114				
TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116				
TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121				
TSS	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121				
TSM	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121				
TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122				
BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95				
LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71				
RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71				

LITHONIA LIGHTING

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.

DSX0-LED

Rev. 07/19/21

Page 1 of 8

LITHONIA LIGHTING


One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.

DSX0-LED

Rev. 07/19/21

Page 5 of 8



SIERRA VISTA

SAMPLE LIGHTING ANALYSIS

SIERRA VISTA WEST

December 22, 2021

ML
MELEMORE LUONG

FIGURE 14

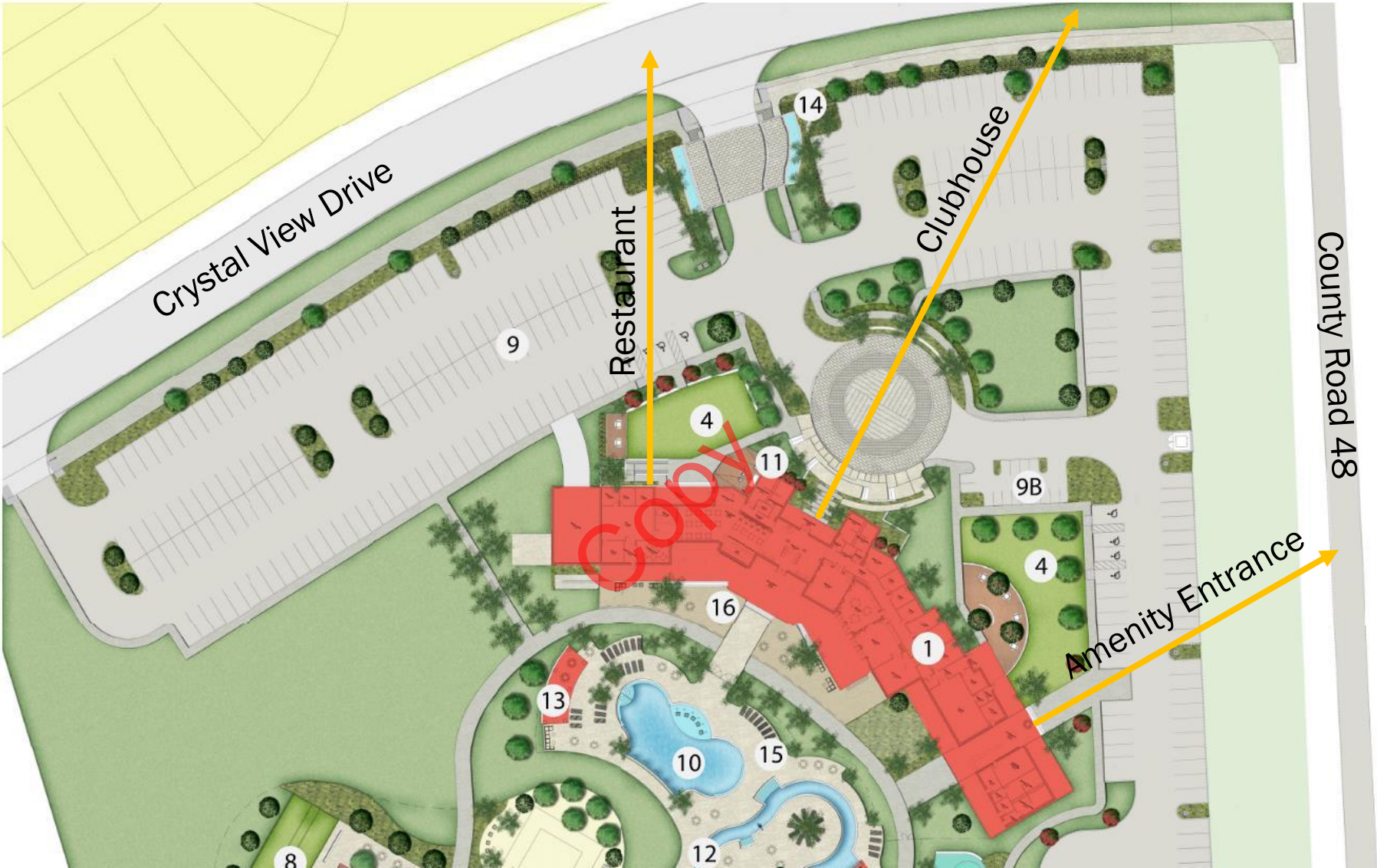
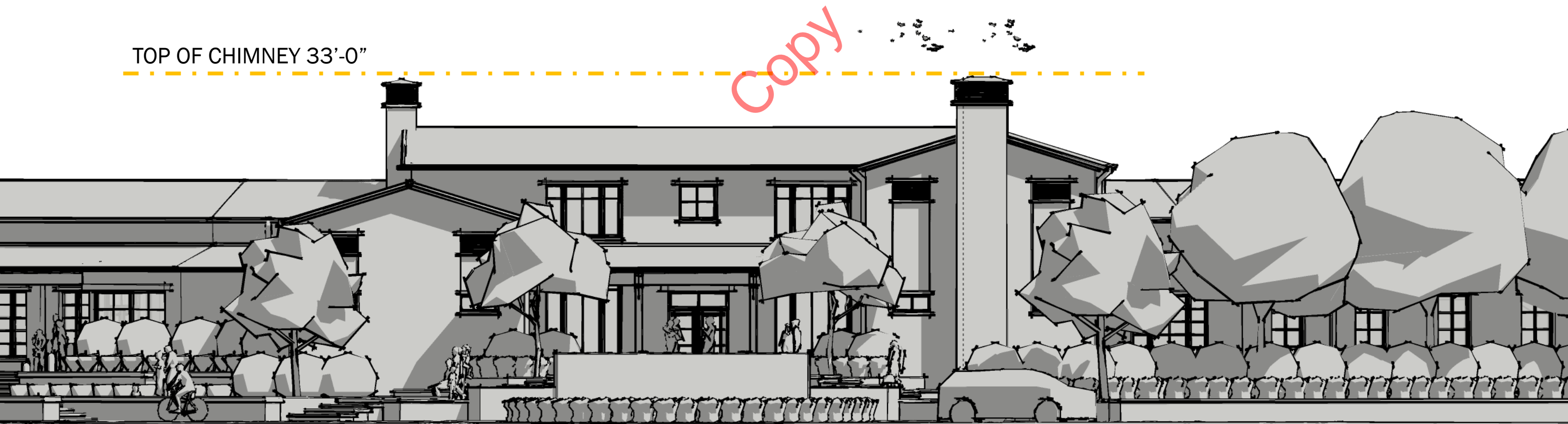


FIGURE 15



PROPOSED RESORT / RECREATION BUILDING HEIGHT FROM GRADE

SIERRA VISTA WEST

December 22, 2021

FIGURE 16



BRICK TYPE 1:
VINTAGE WHITE



BRICK TYPE 2:
CHARCOAL ANTIQUE



STANDING SEAM METAL ROOF:
CHARCOAL GRAY



TRUSSES:
DARK STAINED HEAVY TIMBER

COPY

FIGURE 17a

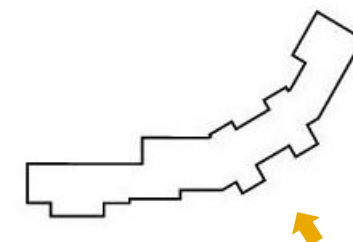


FIGURE 17b



PROPOSED BLUE LAGOON BAR AND GRILL CONCEPT RENDERING – RESTAURANT ENTRY

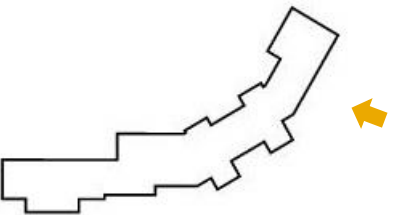


FIGURE 17c

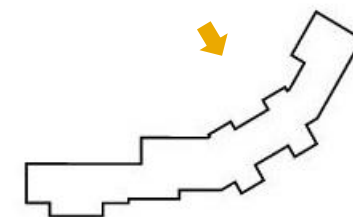


FIGURE 18

Section 3.3.1.1 Opaque 8' tall screen walls and 25' wide landscape buffer shall be provided along the perimeter of the development in conformance with this section where the development abuts a residential use. This would specifically apply to the southernmost boundary adjacent to the sports courts.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR A RECORDS MANAGEMENT PLAN, OFFICER, AND SCHEDULES; REPEALING AND REPLACING ORDINANCE 2016-10; AND CONTAINING RELATED PROVISIONS.

WHEREAS, the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the City of Iowa Colony, Texas desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; and

WHEREAS, the City of Iowa Colony desires to update its records retention ordinance to remain consistent with the guidelines of the Texas State Library and Archives Commission;

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

SECTION 1. DEFINITION OF RECORDS OF THE CITY

All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the City of Iowa Colony, Texas ("the City") and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY

All records as defined in Sec. 1 of this ordinance are declared to be the property of the City. No official or employee of the City has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY

It is declared to be the policy of the City to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the City.

SECTION 4. RECORDS MANAGEMENT OFFICER

The person holding the office of City Secretary and the successive holders of that office will serve as Records Management Officer for the City as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

SECTION 5. RECORDS CONTROL SCHEDULES

Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in the City, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the City will be in accordance with these schedules and the Local Government Records Act.

SECTION 6. REPEAL OF PRIOR RECORDS MANAGEMENT ORDINANCE

Ordinance No. 2016-10, the former records management ordinance of the City, is hereby repealed and replaced. All other ordinances of the City shall remain in full force and effect.

SECTION 7. SEVERANCE CLAUSE

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

SECTION 8. EFFECTIVE DATE

This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON JULY 18, 2022.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON AUGUST 15, 2022.

CITY OF IOWA COLONY, TEXAS

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER,
CITY SECRETARY

IOWA COLONY/RECORDS RETENTION ORDINANCE 7-18-2022



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 18th day of July, 2022, the City Council of the City of Iowa Colony, Texas, held a Work session at 6:00 P.M. and a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilman McLean Barnett
Councilwoman Arnetta Murray
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy

And Councilman Chad Wilsey being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 6:06 P.M.
2. Citizens Comments and Presentations. There were no comments from the public.
3. Discussion on phase one of the government center. Ryan Mclemore with Mclemore Luong and Elizabeth Gilbert with Clark Condon provided a presentation on phase one of the government center.
4. Discussion on community events. City Manager, Robert Hemminger stated that the city had a successful fourth of July event. The city is hosting a 50th Birthday Bash event in October, and then Christmas will be shortly after that.
5. Discussion on budget matters. City Manager, Robert Hemminger provided the council with a copy of the proposed budget. There was discussion and questions regarding the proposed budget between Council and Staff.
6. The work session was adjourned at 6:55 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Bratsen introduced Mayor for a day, Mr. Kyler Green. Mayor called the meeting to order at 7:04 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Citizens Comments and Presentations. Tom Forestier, Attorney for M2E3 Pipeline Enterprise products spoke regarding the franchise agreement between the City and M2E3 pipeline. He mentioned item No. 7 on the agenda about the M2E3 Pipeline cash deposit refund of \$180,000.

EXECUTIVE SESSION- 7:10 P.M.

Executive Session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

- Consult with the City Attorney and to discuss personnel matters related to: City Manager annual performance appraisal, appointment of Municipal Judge and Alternates, fire protection personnel, and legal aspects of fire protection.
- Limited legal aspects of platting for Sierra Vista West.
- Enterprise M2E3 Pipeline.

POST EXECUTIVE SESSION- 9:09 P.M.

4. Consideration and possible action on personnel matters. No action was taken.

5. Consideration and possible action to commence search for a Municipal Judge and Alternates. Councilwoman Murray made a motion to commence search for a Municipal Judge and Alternates. Seconded by Councilman Barnett. Approved unanimously.

6. Consideration and possible action for the Sierra Vista West Section 10 Final Plat. The developer asked for a deferral on the item. No action was taken.

7. Consideration and possible action for M2E3 Pipeline cash deposits. Councilman Kennedy made a motion authorizing the City Manager to proceed with the powers as stated in the City Charter to proceed in due course with M2E3 Pipeline. Seconded by Councilwoman Greene-Young. Approved unanimously.

8. Mayor's comments or reports. Mayor Byrum-Bratsen thanked Mr. Kyler Green for participating as Mayor for a day. He stated that we had a great 4th of July event. He also mentioned we have many upcoming events and exciting things going on in the city.

9. Council comments or reports.

- Councilman Barnett stated that this upcoming week is going to be very hot and reminded everyone that we are under a burn ban and to stay hydrated.
- Councilwoman Murray loves to see the youth doing work and getting involved. She thanked the staff and council for all their hard work.
- Councilwoman Greene-Young commented on the 4th of July event stating there was a great turnout. She congratulated Kyler Green on being Mayor for a day. She thanked everyone who was in attendance.
- Councilman Kennedy prayed aloud. He mentioned he and his family had a great time at the 4th of July event. He congratulated Kyler Green on being Mayor for a day. He acknowledged the staff.

10. Staff Reports.

- City Manager presents proposed city budget to the City Council. The council had no questions about the staff reports.

11. Consideration and possible action to set the date, time, and place for the public hearing on the proposed city budget. Councilman Kennedy made a motion to schedule the public hearing for the proposed FY 22/23 city budget for Monday, August 15, 2022 at 7:00 P.M. in the council

chambers at Iowa Colony City Hall, 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583. Seconded by Councilwoman Greene-Young. Approved unanimously.

12. Consideration and possible action to set the date, time, and place for the public hearing on the proposed Crime Control and Prevention District budget. Councilwoman Greene-Young made a motion to schedule the public hearing for the proposed Crime Control and Prevention District budget on Monday, August 15, 2022 at 7:00 P.M. in the council chambers at Iowa Colony City Hall, 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583. Seconded by Councilman Kennedy. Approved unanimously.

13. Consideration and possible action to set the date, time, and place of council meeting to:

- Hold a public hearing on the tax rate
- Consider ordinance adopting the city budget
- Consider ordinance adopting the tax rate

Councilman Kennedy made a motion to hold a public hearing on the proposed tax rate for Monday, September 19, 2022 at 7:00 P.M. in the council chambers at Iowa Colony City Hall, 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583. Seconded by Councilwoman Greene-Young. Councilman Kennedy made a motion to schedule a council meeting to consider an ordinance adopting the city budget for Monday, September 19, 2022 at 7:00 P.M. in the council chambers at Iowa Colony City Hall, 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583. Seconded by Councilwoman Greene-Young. Councilman Kennedy made a motion to schedule a meeting to consider and ordinance adopting the tax rate for Monday, September 19, 2022 at 7:00 P.M. in the council chambers at Iowa Colony City Hall, 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583. Seconded by Councilwoman Greene-Young. All motions were approved unanimously.

14. Consideration and possible action to approve an ordinance on first of two readings amending Ordinance No. 2016-10 regarding records management and designating a records management officer. Councilman Kennedy made a motion to adopt an ordinance on first reading amending ordinance 2016-10 regarding records management and designating the City Secretary as the records management officer. Seconded by Councilwoman Murray. The ordinance caption was read aloud by the City Secretary. Approved unanimously.

15. Consideration and possible action to approve the development agreement with Hines for the 949-acre SH 288 tract including the plan of development. The developer requested the item be deferred. No action was taken.

16. Consideration and possible action to approve the utility agreement with Hines and MUD No. 92 for the 949-acre SH 288 tract. The developer requested the item be deferred. No action was taken.

17. Consideration and possible action on a petition to annex property into MUD No. 57. Councilman Kennedy made a motion to grant the petition to annex certain property into Brazoria County Mud No. 57 subject to Attorney Joel Cleveland approval. Seconded by Councilwoman Greene-Young. Approved unanimously.

Consent Agenda-Ordinances

- A. Consideration and possible action to approve an ordinance on second and final reading amending ordinances on all types of building permits. Councilwoman Murray made a motion to approve an ordinance on second and final reading amending ordinances on all types of building permits. Seconded by Councilman Barnett. The caption of the ordinance was read aloud by the City Secretary. Approved unanimously.

Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilman Barnett made a motion to approve the consent agenda as presented. Seconded by Councilwoman Murray. Approved unanimously.

- A. Approval of minutes of the following meetings.
- June 27, 2022- Regular Meeting
 - June 28, 2022- Budget Work Session
- B. Approval of the following plats as recommended by the Planning and Zoning Commission.
- Alvin High School at Iowa Colony Final Plat.
 - Discovery Drive and Davenport Parkway Abbreviated Plat.
- C. Approve the following early plat releases and return of deposited funds.
- Sierra Vista West Section 8
 - Sierra Vista West Section 9

18. The meeting was adjourned at 9:32 P.M.

APPROVED THIS 15th DAY OF AUGUST, 2022.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Thursday, June 30, 2022

Travis Harrison, P.E.
Elevation Land Solutions
2445 Technology Forest Blvd., Suite 200
The Woodlands, TX 77381

**Re: Sierra Vista West Section 10 Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 410
Adico, LLC Project No. 16007-2-223**

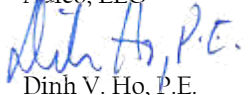
Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Sierra Vista West Section 10 final plat package received on or about June 29, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted on June 29, 2022. Please provide two (2) sets of mylars and ten (10) prints to Kayleen Rosser, City Secretary, by no later than Thursday, June 30, 2022, for consideration at the July 5, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.

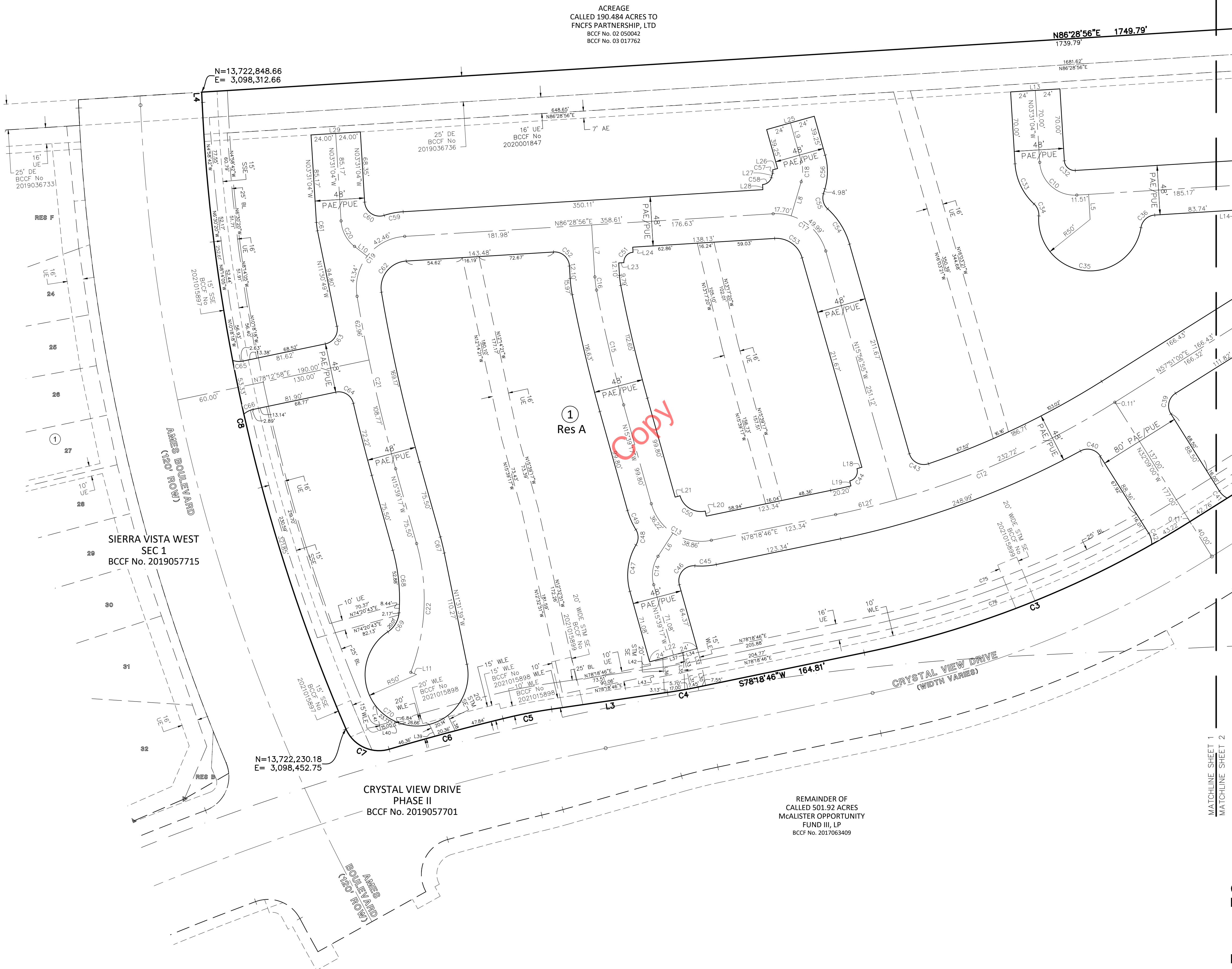
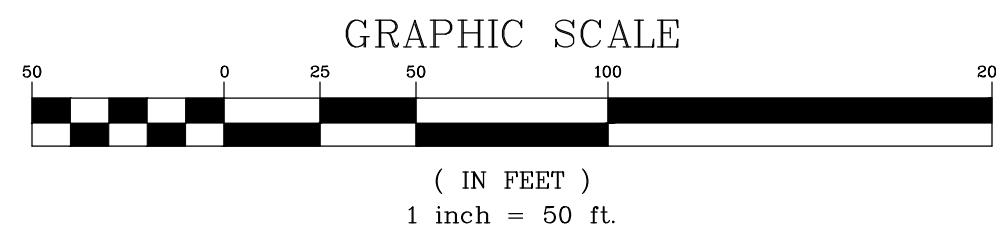
TBPE Firm No. 16423

Copy

**Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-225**

FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 08/17/2020
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER FINISH GRADING IS COMPLETE. CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115X, DATED DECEMBER 30, 2020.
9. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
10. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
11. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNERS EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
12. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
13. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
14. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
15. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
16. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
17. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
18. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
19. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
20. ADEQUATE WASTEWATER FACILITIES SHALL BE PROVIDED TO SERVICE ALL PROPOSED IMPROVEMENTS.
21. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
22. OFF-STREET PARKING SPACES ARE TO BE PROVIDED IN ACCORDANCE WITH THE APPROVED PLAN OF DEVELOPMENT FOR SIERRA VISTA WEST.
23. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
24. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
25. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
27. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
28. THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEXAS SIERRA VISTA WEST, LLC, A TEXAS LIMITED LIABILITY COMPANY.
29. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

SIERRA
VISTA WEST
DEVELOPMENTPROJECT
LOCATIONVICINITY MAP
BRAZORIA COUNTY KEY MAP: 692 J & N
SCALE: 1" = 2,640'

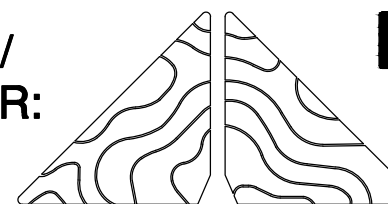
ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRRP=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL., PG., No.=	VOLUME, PAGE NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
"S"=	SET
	STREET NAME CHANGE

FINAL PLAT
SIERRA VISTA WEST
SEC 10A SUBDIVISION OF 18.09 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JUNE 2022

OWNER/
DEVELOPER:CWT SIERRA, LP,
A DELAWARE LIMITED PARTNERSHIP
8655 S. PRIEST DRIVE
TEMPE, ARIZONA 85284ENGINEER/
SURVEYOR:**ELEVATION**
land solutions
TBP REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBP'S REGISTRATION NUMBER 10194692

A north arrow pointing upwards, labeled 'N' at the top. Below the arrow is a graphic scale bar with alternating black and white segments. The scale is marked with numbers 50, 0, 25, 50, 100, and 2. Below the scale bar, the text '(IN FEET)' and '1 inch = 50 ft.' are printed.

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT

BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL. _ PG. _ =	VOLUME, PAGE
No. =	NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
"S"=	SET



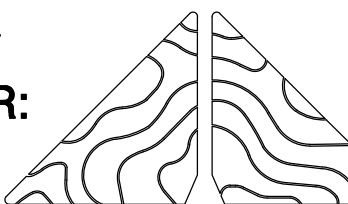
STREET NAME CHANGE

A SUBDIVISION OF 18.09 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JUNE 2022

**OWNER/
DEVELOPER:** CWT SIERRA, LP,
A DELAWARE LIMITED PARTNERSHIP
8655 S. PRIEST DRIVE
TEMPE, ARIZONA 85284

ENGINEER/
SURVEYOR

ELEVATION
land solutions

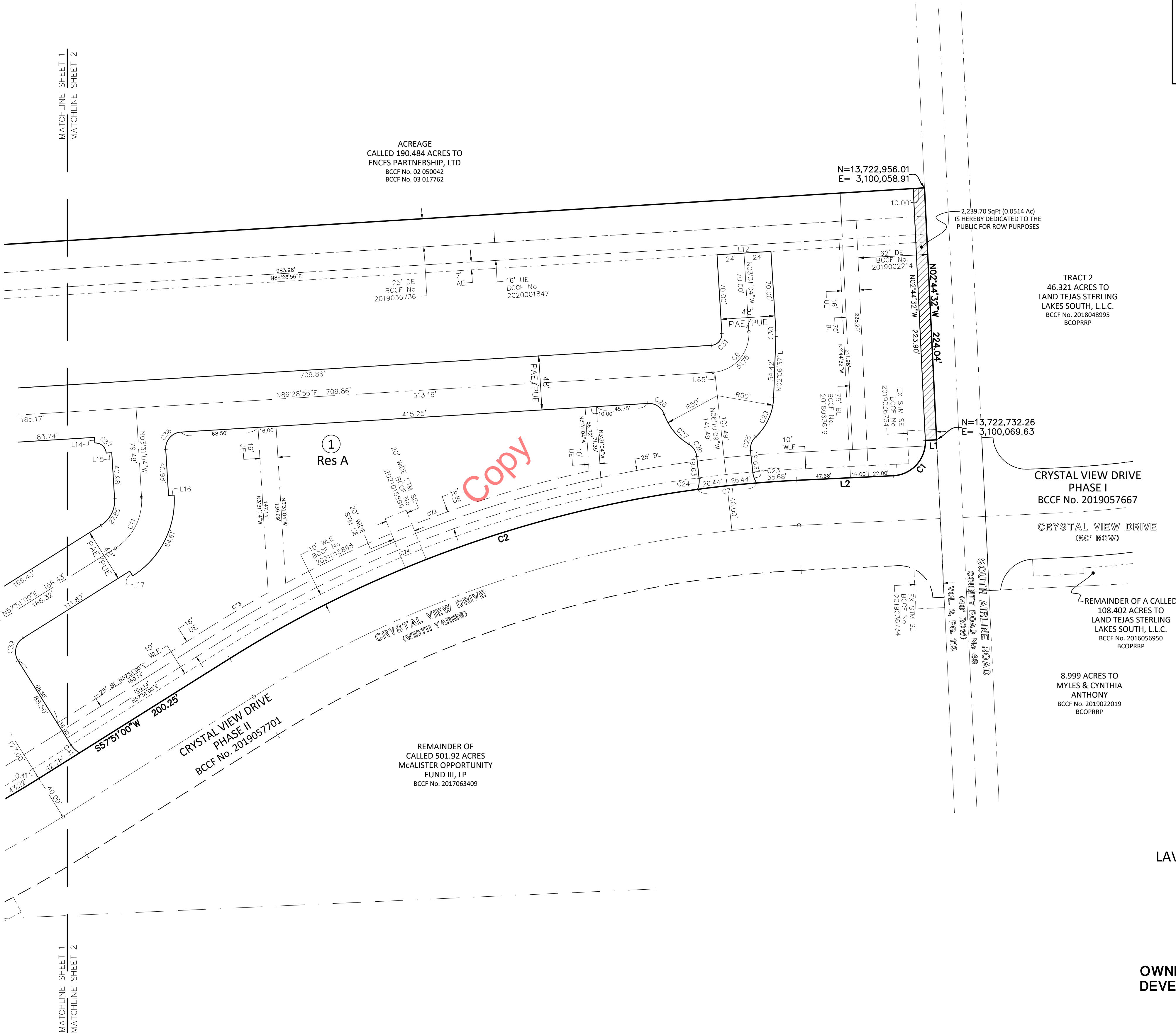
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

TBPS REGISTRATION NUMBER 10194692

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	
C1	30.00'	47.12'	089°59'42"	S42°15'19"W	42.42'	
C2	1040.00'	533.70'	029°24'10"	S72°33'05"W	527.87'	
C3	960.00'	342.86'	0202°27'46"	S68°04'53"W	341.04'	
C4	500.00'	30.15'	0032°7'18"	S002°25'W	30.15'	
C5	500.00'	48.16'	005°31'07"	S79°00'31"W	48.14'	
C6	2550.00'	114.56'	002°34'27"	S74°57'44"W	114.55'	
C7	35.00'	50.74'	083°03'54"	N64°47'33"W	46.41'	
C8	1740.00'	627.79'	020°40'20"	N12°55'26"W	624.39'	
C9	34.00'	53.41'	090°00'00"	N41°28'56"E	48.08'	
C10	34.00'	53.41'	090°00'00"	N48°31'04"E	48.08'	
C11	50.00'	53.55'	061°22'03"	S27°09'58"E	51.03'	
C12	823.00'	293.93'	0202°27'46"	N68°04'53"E	292.32'	
C13	50.00'	75.08'	086°01'57"	S08°40'15"E	68.22'	
C14	34.00'	28.78'	083°00'02"	S58°35'44"W	27.93'	
C15	1380.00'	114.64'	004°45'35"	S13°16'29"E	114.61'	
C16	100.00'	12.88'	007°22'38"	S12°07'23"E	12.87'	
C17	50.00'	67.69'	077°34'09"	N54°43'59"W	62.64'	
C18	35.00'	19.63'	032°08'06"	S002°44'W	19.37'	
C19	50.00'	83.80'	096°01'32"	S38°28'10"W	74.33'	
C20	34.00'	28.87'	048°39'19"	S27°50'43"E	28.01'	
C21	1610.00'	171.73'	006°06'41"	S12°53'56"E	171.65'	
C22	200.00'	127.38'	036°29'30"	S02°35'28"W	125.24'	
C23	19.50'	9.85'	028°56'06"	N08°38'13"E	9.74'	
C24	19.50'	9.85'	028°56'07"	S027°1'55"E	9.74'	
C25	14.50'	13.50'	053°21'07"	S20°30'24"W	13.02'	
C26	14.50'	13.50'	053°21'07"	N32°50'42"W	13.02'	
C27	50.00'	35.09'	040°12'42"	S39°24'55"E	34.38'	
C28	14.50'	18.78'	074°12'30"	N56°24'49"W	17.49'	
C29	50.00'	39.33'	045°04'21"	N24°38'47"E	38.33'	
C30	58.00'	5.70'	005°37'41"	N00°42'13"W	5.69'	
C31	10.00'	15.71'	090°00'00"	N41°28'56"E	14.14'	
C32	10.00'	15.71'	090°00'00"	N48°31'04"E	14.14'	
C33	58.00'	44.19'	043°39'11"	S25°20'39"E	43.13'	
C34	14.50'	12.92'	051°03'48"	N21°38'21"W	12.50'	
C35	50.00'	152.50'	174°45'03"	S87°28'59"E	99.90'	
C36	14.50'	19.57'	077°20'27"	S43°48'43"W	18.12'	
C37	9.50'	14.92'	090°00'00"	N48°31'04"W	13.44'	
C38	14.50'	22.78'	090°00'00"	N41°28'56"W	20.51'	
C39	14.50'	22.78'	090°00'00"	S12°51'00"W	20.51'	
C40	14.50'	21.86'	086°22'50"	N75°20'25"W	19.85'	
C41	19.50'	10.50'	030°51'07"	S47°34'34"E	10.37'	
C42	19.50'	11.55'	033°55'57"	N51°11'02"W	11.38'	
C43	14.50'	23.49'	092°48'47"	S62°21'18"E	21.00'	
C44	9.50'	15.39'	092°48'47"	N30°27'29"E	13.76'	
C45	74.00'	20.91'	016°11'31"	N86°24'31"E	20.84'	
C46	14.50'	27.88'	110°09'34"	S39°25'30"W	23.78'	
C47	58.00'	46.77'	046°12'19"	S07°26'53"W	45.52'	
C48	14.50'	15.68'	061°57'34"	N00°25'45"W	14.93'	
C49	74.00'	20.35'	015°45'15"	S23°31'54"E	20.28'	
C50	21.00'	31.53'	086°01'57"	S58°40'15"E	28.65'	
C51	9.50'	14.92'	090°00'00"	N41°28'56"W	13.44'	
C52	14.50'	22.78'	090°00'00"	N48°31'04"W	20.51'	
C53	26.00'	35.20'	077°34'09"	N54°43'59"W	32.57'	
C54	74.00'	40.82'	031°36'19"	N31°45'04"W	40.30'	
C55	14.50'	16.21'	064°02'03"	S15°32'12"E	15.37'	
C56	59.00'	33.09'	032°08'06"	N00°24'46"E	32.66'	
C57	6.00'	3.37'	032°08'06"	N00°24'46"E	3.32'	
C58	9.50'	11.61'	070°00'07"	N51°28'53"E	10.92'	
C59	74.00'	18.81'	014°33'58"	S79°11'57"W	18.76'	
C60	14.50'	26.46'	104°33'58"	S55°48'03"E	22.94'	
C61	58.00'	8.09'	007°59'46"	S87°30'57"E	8.09'	
C62	26.00'	43.57'	096°01'32"	S38°28'10"W	38.65'	
C63	14.50'	22.71'	089°43'47"	N33°21'04"E	20.46'	
C64	14.50'	22.44'	088°39'42"	S57°29'11"W	20.27'	
C65	19.50'	10.32'	030°18'51"	S86°37'36"E	10.20'	
C66	19.50'	10.32'	030°18'51"	S63°03'32"W	10.20'	
C67	224.00'	16.14'	004°07'38"	N13°35'28"W	16.13'	
C68	176.00'	61.31'	019°57'38"	N05°40'28"W	61.00'	
C69	24.50'	22.19'	051°53'04"	N30°14'53"E	21.44'	
C70	50.00'	216.17'	247°43'04"	S67°40'07"E	83.04'	
C71	1040.00'	52.87'	002°54'47"	S83°49'51"W	52.87'	
C72	1073.00'	288.11'	015°23'04"	N69°41'36"E	287.24'	

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°52'28"W	10.00'
L2	S87°15'10"W	85.68'
L3	S81°46'04"W	113.71'
L4	N02°35'16"W	10.01'
L5	N03°31'04"W	24.36'
L6	N32°50'45"E	26.81'
L7	N03°31'04"W	50.60'
L8	N16°28'49"E	34.54'
L9	N15°39'17"W	39.25'
L10	N52°10'23"W	15.56'
L11	N69°09'47"W	6.00'
L12	N86°28'56"E	48.00'
L13	N86°28'56"E	48.00'
L14	N03°31'04"W	5.00'
L15	N86°28'56"E	5.00'
L16	N86°28'56"E	5.00'
L17	N32°09'00"W	5.00'
L18	N74°03'05"E	5.00'
L19	N13°08'08"W	5.00'
L20	N11°41'14"W	5.00'
L21	N74°20'43"E	5.00'
L22	N74°20'43"E	48.00'
L23	N86°28'56"E	5.00'
L24	N03°31'04"W	5.00'
L25	N74°20'43"E	48.00'
L26	N74°20'43"E	5.00'
L27	N16°28'49"E	4.28'
L28	N03°31'04"W	5.00'
L29	N86°28'56"E	48.00'
L30	N11°22'25"W	23.75'
L31	N11°22'25"W	23.22'
L32	N15°39'17"W	13.07'
L33	N15°39'17"W	12.51'
L34	N74°20'43"E	15.00'
L35	N02°28'19"W	36.11'
L36	N02°28'19"W	33.73'
L37	N74°20'43"E	20.54'
L38	N25°50'55"W	16.58'
L39	N25°50'55"W	12.73'
L40	N11°22'03"W	4.83'
L41	N11°22'03"W	24.21'
L42	N15°39'17"W	3.01'
L43	N15°39'17"W	3.01'

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	785,605.31	18.0350	UNRESTRICTED RESERVE



STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 18.09 acre (787,845 square feet) tract of land situated in the Lavaca Navigation Company Survey, Section 1, Abstract No. 329 in Brazoria County, Texas, being all of a called 18.09 acre tract (Parcel "A", Tract "S") conveyed to Astro Sierra Vista, L.P., by deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records; said 18.09 acre (787,845 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8–inch iron rod (with cap) found, being the northeast corner of said called 18.09 acre tract, being the southeast corner of a called 190.484 acre tract conveyed to Fred and Norma Coogan Family Partnership, Ltd. by deed recorded in Clerk's File No. 2002050042, Brazoria County Official Public Records, and being on the west right-of–way line of County Road No. 48 (based on a width of 40 feet) recorded in Volume 2, Page 113, Brazoria County Deed Records;

THENCE, South 02°44'32" East, 224.04 feet to a 5/8–inch iron rod with cap found, being the northeast corner of Crystal View Drive Phase II according to the plat thereof recorded in Clerk's File No. 2019057701, Brazoria County Official Public Records;

THENCE, along the north line of said Crystal View Drive Phase II, the following courses and distances:

- South 87°15'28" West, 10.00 feet to a 5/8–inch iron rod with cap found, being the beginning of a curve to the right;
 - Along said curve to the right in a southwesterly direction, with a radius of 30.00 feet, a central angle of 89°59'42", an arc length of 47.12 feet, and a chord bearing of South 42°15'19" West, 42.42 feet to a 5/8–inch iron rod with cap found;
 - South 87°15'10" West, 85.68 feet to a 5/8–inch iron rod with cap found, being the beginning of a curve to the left;
 - Along said curve to the left in a westerly direction, with a radius of 1,040.00 feet, a central angle of 29°24'10", an arc length of 533.70 feet, and a chord bearing of South 72°33'05" West, 527.87 feet to a 5/8–inch iron rod with cap found;
 - South 57°51'00" West, 200.25 feet to a 5/8–inch iron rod with cap found, being the beginning of a curve to the right;
 - Along said curve to the right in a westerly direction, with a radius of 960.00 feet, a central angle of 20°27'46", an arc length of 342.86 feet, and a chord bearing of South 68°04'53" West, 341.04 feet to a 5/8–inch iron rod with cap found;
 - South 78°18'46" West, 164.81 feet to a 5/8–inch iron rod with cap found, being the beginning of a curve to the right;
 - Along said curve to the right in a westerly direction, with a radius of 500.00 feet, a central angle of 03°27'18", an arc length of 30.15 feet, and a chord bearing of South 80°02'25" West, 30.15 feet to a 5/8–inch iron rod with cap found;
 - South 81°46'04" West, 113.71 feet to a 5/8–inch iron rod with cap found, being the beginning of a curve to the left;
 - Along said curve to the left in a westerly direction, with a radius of 500.00 feet, a central angle of 05°31'07", an arc length of 48.16 feet, and a chord bearing of South 79°00'31" West, 48.14 feet to a 5/8–inch iron rod with cap found, being the beginning of a compound curve to the left;
 - Along said compound curve to the left in a westerly direction, with a radius of 2,550.00 feet, a central angle of 02°34'27", an arc length of 114.56 feet, and a chord bearing of South 74°57'44" West, 114.55 feet to a 5/8–inch iron rod with cap found, being the beginning of a reverse curve to the right;
 - Along said reverse curve to the right in a northwesterly direction, with a radius of 35.00 feet, a central angle of 83°03'54", an arc length of 50.74 feet, and a chord bearing of North 64°47'33" West, 46.41 feet to a 5/8–inch iron rod with cap found, being the beginning of a compound curve to the right;
 - Along said compound curve to the right in a northerly direction, at an arc length of 14.71 feet passing the southeast corner of Sierra Vista West Sec 1 according to the plat thereof recorded in Clerk's File No. 2019057715, Brazoria County Official Public Records, in all along said compound curve to the right with a radius of 1,740.00 feet, a central angle of 20°40'20", an arc length of 627.79 feet, and a chord bearing of North 12°55'26" West, 624.39 feet to a 5/8–inch iron rod with cap found;
- THENCE, North 02°35'16" West, along the east line of said Sierra Vista West Sec 1, 10.01 feet to a 5/8–inch iron rod with cap found, being on the south line of said called 190.484 acre tract;

THENCE, North 86°28'56" East, along the south line of said called 190.484 acre tract, 1,749.79 feet to the POINT OF BEGINNING, CONTAINING 18.09 acres (787,845 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, CWT SIERRA, LP, A Delaware Limited Partnership, acting by and through John Cork, President, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 18.09 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 10, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of SIERRA VISTA WEST SEC 10 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, CWT SIERRA, LP, A Delaware Limited Partnership,, has caused these presents to be signed by John Cork, President, thereunto authorized this _____ day of _____, 202__.

CWT SIERRA, LP,
A Delaware Limited Partnership

By: _____
John Cork
President

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 202__

Michael Byrum–Brasten
Mayor

McLean Barnett

Arnetta Hicks–Murray

Marquette Greene–Young

Wil Kennedy

Chad Wiley
Mayor Pro–Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 202__

David Hurst
Chairman

Steven Byrum–Bratsen

Les Hosey

Terry Hayes

Brenda Dillon

Timothy Varlack

Brian Johnson

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Cork, Authorized Person, being an officer of CWT SIERRA, LP, a Delaware Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
_____ Day of _____, 2022

Notary Public in and for the State of Texas

My Commission expires _____

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

Paul R. Bretherton, R.P.L.S.
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this
_____ day of _____, 202__

Dinh V. Ho, P.E.

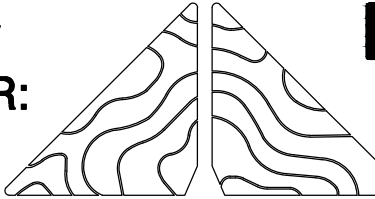
FINAL PLAT
SIERRA VISTA WEST
SEC 10

A SUBDIVISION OF 18.09 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK

JUNE 2022

OWNER/
DEVELOPER: CWT SIERRA, LP,
A DELAWARE LIMITED PARTNERSHIP
8655 S. PRIEST DRIVE
TEMPE, ARIZONA 85284

ENGINEER/
SURVEYOR:  **ELEVATION**
land solutions
TBP# REGISTRATION NUMBER F-22671
2461 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBP# REGISTRATION NUMBER 10194692

Thursday, July 28, 2022

Kyle Attar
Forum Industrial Properties, LLC
4550 Post Oak Place, Suite 119
Houston, TX 77027
attar@drillwellenergy.com

Re: Hayes Creek Estates Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 1004
Adico, LLC Project No. 16007-2-245

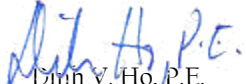
Dear Mr. Attar;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Hayes Creek Estates Preliminary Plat package received on or about July 27, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted on July 27, 2022. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Thursday, July 28, 2022, for consideration at the August 2, 2022, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,
Adico, LLC


Dimin V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-245

BRAZORIA COUNTY TEXAS

LAVACA NAVIGATION COMPANY SURVEY ABSTRACT 531

DEDICATION:

I, KYLE ATTAR, BEING THE REPRESENTATIVE OF FORUM INDUSTRIAL PROPERTIES, LLC, OWNER OF TRACTS 304, 314, 324 AND 334 OF THE EMIGRATION LAND COMPANY'S SUBDIVISION OF SECTION 2, IN THE LAVACA NAVIGATION COMPANY SURVEY, ABSTRACT 531, AND BEING RECORDED IN VOLUME 2, PAGES 113-114, OF THE BRAZORIA COUNTY PLAT RECORDS, BRAZORIA COUNTY, CITY OF IOWA COLONY, AND BEING THE PROPERTY SUBDIVIDED IN THIS REPLAT, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON, AND DEDICATED FOR PUBLIC USE THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF IOWA COLONY,

BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF _____, 2022.

KYLE ATTAR
REPRESENTATIVE

NOTARY PUBLIC
STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, KYLE ATTAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____, 20____.

PLANNING & ZONING COMMISSIONERS

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT OF HAYES CREEK ESTATES, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 20____.

DAVID HURST
CHAIRMAN

BRENDA DILLON
COMMISSIONER

STEVEN BYRUM-BRATSEN
COMMISSIONER

BRIAN JOHNSON
COMMISSIONER

LES HOSEY
COMMISSIONER

TERRY HAYES
COMMISSIONER

TIMOTHY VARLACK
COMMISSIONER

CITY ENGINEER

THIS IS TO CERTIFY THAT THE CITY OF ENGINEER OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT OF HAYES CREEK ESTATES, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 20____.

DINH V. HO, P.E.
CITY ENGINEER

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS _____ DAY OF _____, 20____, HAS APPROVED THIS PLAT OF HAYES CREEK ESTATES, AS SHOWN HEREON.

MICHAEL BYRUM-BRATSEN
MAYOR

MARQUETTE GREENE-YOUNG
COUNCIL POSITION 3

MCLEAN BARNETT
COUNCIL POSITION 1

WIL KENNEDY
COUNCIL POSITION 4

ARNETTA HICKS-MURRAY
COUNCIL POSITION 2

CHAD WILSEY
COUNCIL POSITION 5

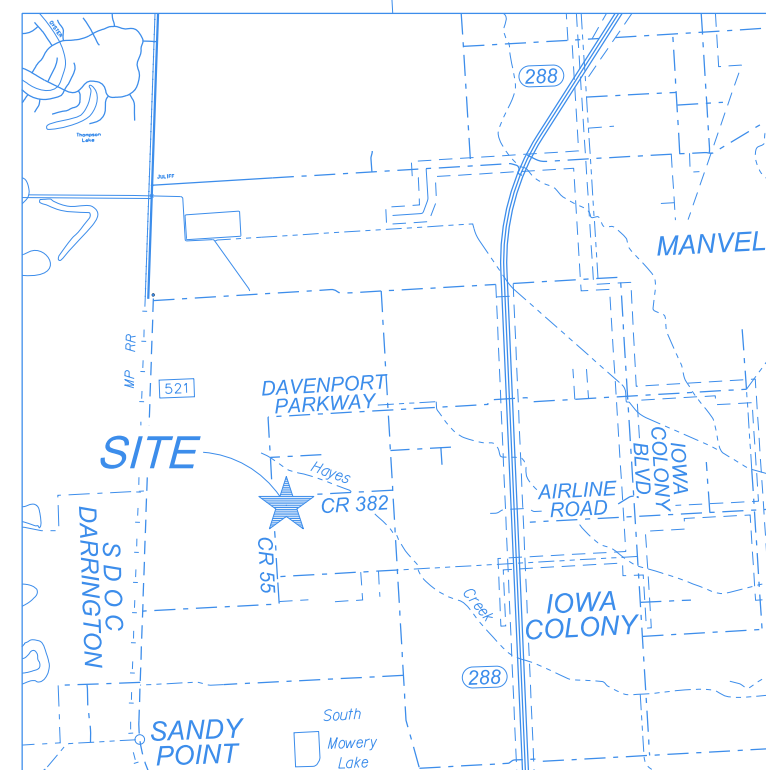
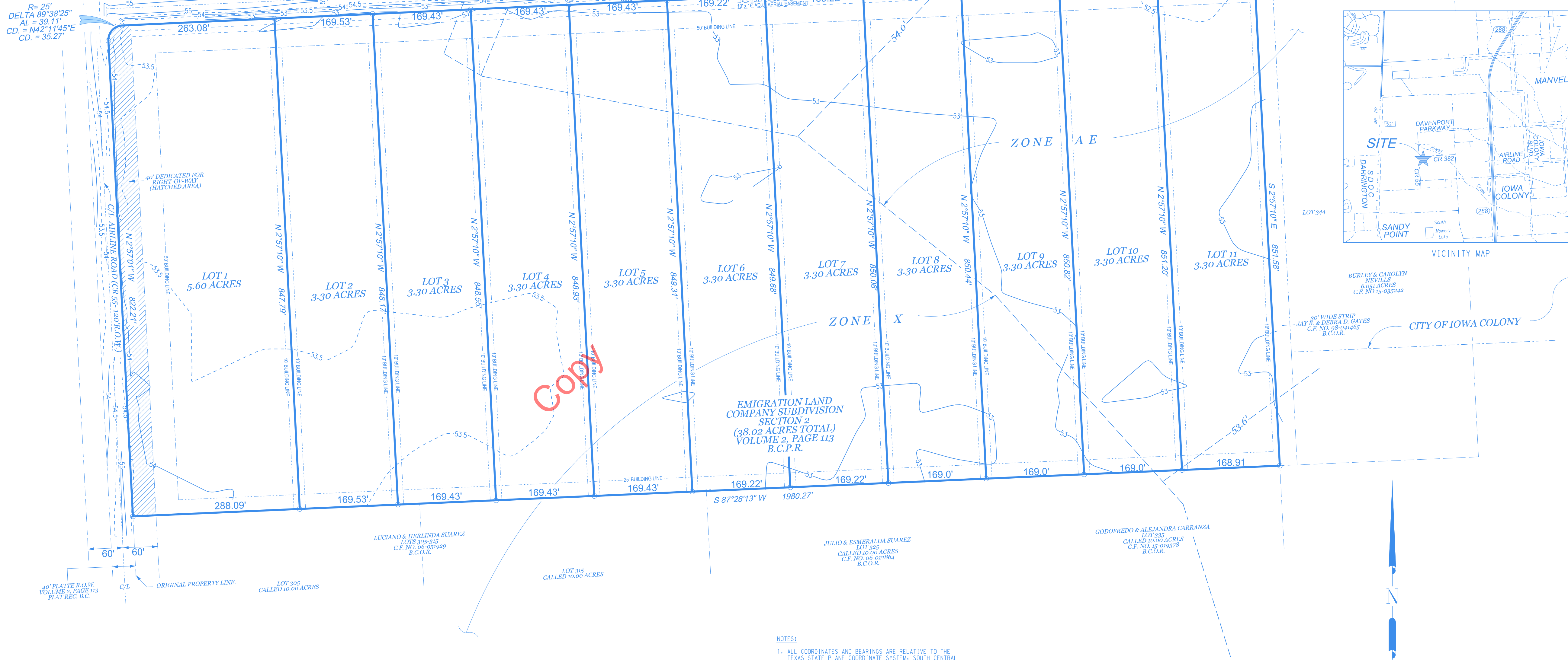
I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN. DATE SURVEYED: JANUARY 01, 2022



PRELIMINARY

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

R=25'
DELTA 89°38'25"
AL=39.11'
CD=1442°11'45"E
CD=35.27'



VICINITY MAP

BURLEY & CAROLYN
NAYLOR
LOT 335
6.051 ACRES
C.F. NO. 15-035242

JAY & DEBRA D. GATES
LOT 335
6.051 ACRES
C.F. NO. 98-041465
B.C.O.R.

CITY OF IOWA COLONY

GODFREDO & ALEJANDRA CARRANZA
LOT 335
CALLED 10.00 ACRES
C.F. NO. 15-09078
B.C.O.R.

JULIO & ISMERALDA SUAREZ
LOT 335
CALLED 10.00 ACRES
C.F. NO. 05-021884
B.C.O.R.

EMIGRATION LAND COMPANY SUBDIVISION
SECTION 2
(38.02 ACRES TOTAL)
VOLUME 2, PAGE 113
B.C.P.R.

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

LOT 322

LOT 323

LOT 324

LOT 325

LOT 326

LOT 327

LOT 328

LOT 329

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

NOTES:

- ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
- ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (D: 99986593733)
- THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" AND ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C015K, DATED DECEMBER 30, 2020.
- THIS SURVEY RELIES ON A TITLE COMMITMENT FROM STEWART TITLE GUARANTY COMPANY, GP. NO.: 1464303, WITH AN EFFECTIVE DATE OF OCTOBER 24, 2021, AND AN ISSUE DATE OF NOVEMBER 5, 2021, FOR ALL ITEMS OF RECORD.
- BUILDING LINES ARE SUBJECT TO CITY OF IOWA COLONY.
- THERE IS AN UNDERGROUND/OVERHEAD ELECTRICAL SERVICE DISTRIBUTION SYSTEM AGREEMENT RECORDED IN COUNTY CLERK'S FILE NO. 1989-00630 OF THE BRAZORIA COUNTY OFFICIAL RECORDS, AS SHOWN ON ABOVE REPLAT.
- THE PURPOSE OF THIS SURVEY IS TO DIVIDE THE SUBJECT TRACT INTO 11 LOTS.
- DENOTES A FOUND IRON PIPE/ROD.
- DENOTES A SET 3/4" IRON ROD.
- THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5.
- OTHER THAN SHOWN, THERE ARE NO VISIBLE PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- THE BOUNDARY ERROR OF CLOSING FOR THIS PLAT IS LESS THAN 1:1500.
- ALL MONUMENTS ARE SET TO THE STANDARD OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PRECEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
- ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BASED ON N.G.S. BENCHMARK "LUN A" AT PUBLISHED ELEVATION OF 23.00 FEET.
- ITBM= RAIL ROAD SPIKE ON SOUTH SIDE OF POWER POLE ON THE WEST SIDE OF COUNTY ROAD 55. ELEVATION = 57.40 FEET.
- APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX MONTHS.
- SITE DRAINAGE PLANS FOR THE FUTURE DEVELOPMENT OF THE LOTS MUST BE SUBMITTED TO THE CITY OF IOWA COLONY AND BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.

OWNER:
FORUM INDUSTRIAL PROPERTIES, LLC
4550 POST OAK PLACE, SUITE 119
HOUSTON, TX. 77027

REPLAT OF

LOTS 1 THRU 11

(38.60 ACRES)

TO BE KNOWN AS

HAYES CREEK ESTATES

BEING OUT OF THE

EMIGRATION LAND COMPANY SUBDIVISION, SECTION 2

AS RECORDED IN

VOLUME 2, PAGES 113-114

OF THE

BRAZORIA COUNTY PLAT RECORDS

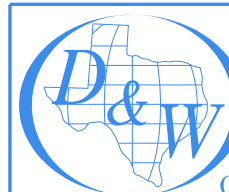
OF THE

LAVACA NAVIGATION COMPANY SURVEY

ABSTRACT 531

BRAZORIA COUNTY, TEXAS

JULY 2022



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS

131 COMMERCE STREET, CLUTE, TEXAS 77531

OFFICE: 979.265.3622

FIRM NO.: 10024500

FAX: 979.265.9940

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Ames Boulevard Phase I Sanitary Sewer Facilities Only
Recommendation for Final Approval
City of Iowa Colony Project No. CSW 190514-0411
Adico, LLC Project No. 16007-4-206

Dear Mayor and City Council;

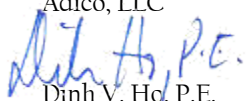
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Ames Boulevard Phase I Sanitary Sewer Facilities only. The final reinspection was completed on September 26, 2021, with all outstanding punch list items addressed on January 27, 2022. City Council approved the project into the One Year Maintenance Period in August 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-206



August 10, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase II &
Sanitary Facilities for Ames Blvd. Ph I for Brazoria County Municipal Utility District No 53

Mr. Ho,

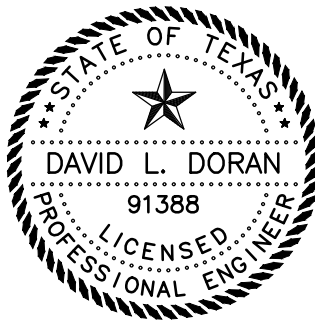
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on September 16, 2021, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of January 27, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/mm



August 10, 2022

Wednesday, August 12, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Sanitary Facilities for Ames Boulevard Phase I
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190514-0411
Adico, LLC Project No. 16007-4-206

Dear Mayor and City Council;

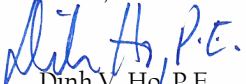
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Sanitary Facilities for Ames Boulevard Phase I. The final walk was completed on March 11, 2020, with all outstanding punch list items addressed on June 1, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be August 17, 2020, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-206

Engineer's Certificate of Substantial Completion

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

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Crystal View Drive Phase II & Water, Sanitary, and Drainage
Facilities for Ames Boulevard Phase I

CONTRACTOR: Bay Utilities, LLC
28411 Sweetgum Road
Magnolia, Texas 77354

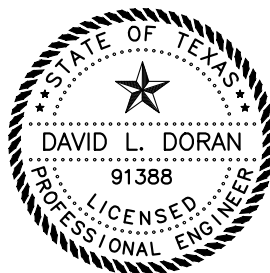
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 1st, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



David Doran, P.E.



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

CERTIFICATION OF INFRASTRUCTURE FOR:

CRYSTAL VIEW DRIVE PHASE II & AMES BOULEVARD PH I WS&D

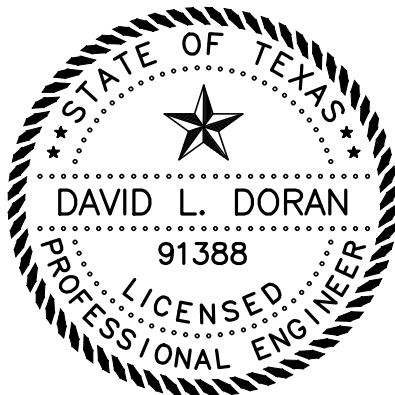
(Project Name)

I, **David Doran**,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



David L. Doran

Engineer's Signature

F-18141

Licensed Engineering Firm Name

2445 Technology Forest Boulevard, Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

832.823.2204

Phone No.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date April 17, 2019

COUNTY OF BRAZORIA

Date Bond Executed April 17, 2019

PRINCIPAL Bay Utilities, LLC

SURETY The Hanover Insurance Company

OWNER Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) Two Million Three Hundred Thirty Three Thousand Seven Hundred Eighty Two and 80/100 (\$2,333,782.80)

being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase II & Sanitary Facilities for Ames Boulevard Phase I
for Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53
Brazoria, County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract

Bay Utilities, LLC
PRINCIPAL
By [Signature]
Name David Long
Title Managing Member
Address 28411 Sweetgum Rd
Magnolia, TX 77354

ATTEST
By [Signature]
Name David V. Long
Title Secretary
(SEAL)

The Hanover Insurance Company
SURETY
By [Signature]
Name Francine Hay
Title Attorney-in-Fact
(SEAL)

ATTEST
By [Signature]
Name Kourtney Reece
Title Witness

Physical Address:
10375 Richmond Avenue, Suite 1050
Houston, TX 77042

Mailing Address:
10375 Richmond Avenue, Suite 1050
Houston, TX 77042

Telephone: 713-243-7072

Local Recording Agent Personal Identification Number:
1446582

Agency Name: Marsh & McLennan Agency LLC
Agency Address 2500 City West Blvd, Suite 2400, Houston, TX 77042
Agency Telephone 713-780-6100

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Eva V. Long, certify that I am the secretary of the corporation named as Principal in the Bond; that David Long, who signed the Bond on behalf of Principal, was then managing member of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Eva V. Long (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

Copy

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne G. Brune, David R. Groppell, Edward L. Moore, Beverly A. Ireland, Sharen Groppell, Francine Hay, Sharon Cavanaugh, Sue Kohler, James Wynne Tomforde, Kurt Risk and/or Gloria M. Villa

Of **Elsey & Associates AND Marsh & McLennan, Houston, Texas** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

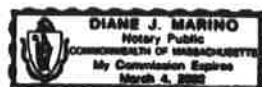
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **23rd** day of **May**, **2016**.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **23rd** day of **May** **2016** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete
J. Michael Pete, Vice President

Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

FINAL APPROVAL

Thursday, August 11, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Karsten Boulevard Phase IIA Water, Drainage and Paving Facilities
Recommendation for Final Approval
City of Iowa Colony Project No. CSW 190603-0471
Adico, LLC Project No. 16007-4-211**

Dear Mayor and City Council;

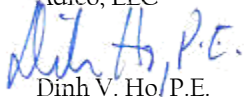
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Karsten Boulevard Phase IIA Water, Drainage and Paving Facilities. The final reinspection was completed on April 28, 2021, with all outstanding punch list items addressed on July 27, 2022. City Council approved this project into the One Year Maintenance Period in February 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger
File: 16007-4-211



August 10, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Drainage, and Paving Facilities for Karsten Boulevard Ph IIA for Brazoria
County Municipal Utility District No. 32

Mr. Ho,

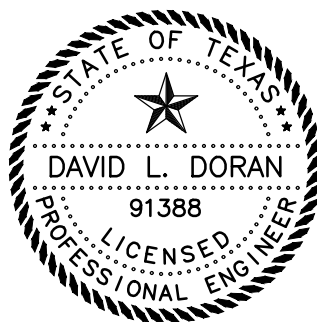
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2021, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of July 27, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/mm



August 10, 2022

Wednesday, February 12, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Karsten Boulevard Phase IIA Water, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190603-0471
Adico, LLC Project No. 16007-4-211**

Dear Mayor and City Council;

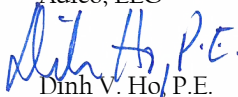
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Karsten Boulevard Phase IIA Water, Drainage and Paving Facilities. The final walk was completed on December 3, 2019, with all outstanding punch list items addressed on January 21, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be February 17, 2020, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-211

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Drainage, and Paving Facilities for Karsten
Boulevard Phase 2A
Future Bond Issue

CONTRACTOR: Clearwater Utilities, Inc
22803 Schiel Rd.
Cypress, TX 77433

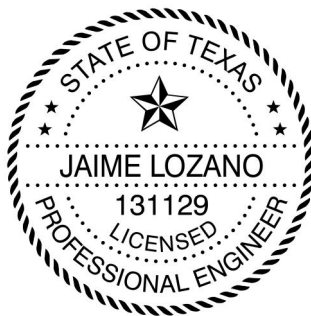
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 20, 2019; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

BOND NO. SUR0050777

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

Contract Date May 24, 2019

COUNTY OF Brazoria

Date Bond Executed May 24, 2019

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 32

PENAL SUM OF BOND (in words and figures) One Million Four Hundred Three Thousand Nine Hundred Dollars and Ninety-Nine Cents (\$1,403,900.99), being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Drainage, and Paving Facilities for Karsten Boulevard Phase IIA for Brazoria County Municipal Utility District No. 32, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Clearwater Utilities, Inc.
PRINCIPAL
By [Signature]
Name Dustin Berry
Title President
Address 22803 Schiel Road
Cypress, TX 77433

ATTEST

By [Signature]
Name Cale Kobza
Title Vice President

(SEAL)

Argonaut Insurance Company
SURETY
By [Signature]
Name Michael Maddux
Title Attorney-in-Fact

ATTEST

By [Signature]
Name Michael Cole
Title Witness

(SEAL)

Physical Address:
13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Mailing Address:
13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Telephone: (281) 640-7912

Local Recording Agent Personal Identification Number:
TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone (713) 439-5218

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Berry, who signed the bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

[Signature] (Corporate Seal)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Marie Hogan, Mark Lee, Dudley Ray, Cynthia Jordon, Michael Cole, Michael Maddux, Judith M. Dold

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argo Surety Claims
(413) 773-6359**

**Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: JOSH WADLEY
LAND TEJAS STERLING LAKES
SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES FOR KARSTEN BOULEVARD PHASE II & III IIA

Sheet List Table

Sheet Number Sheet Title

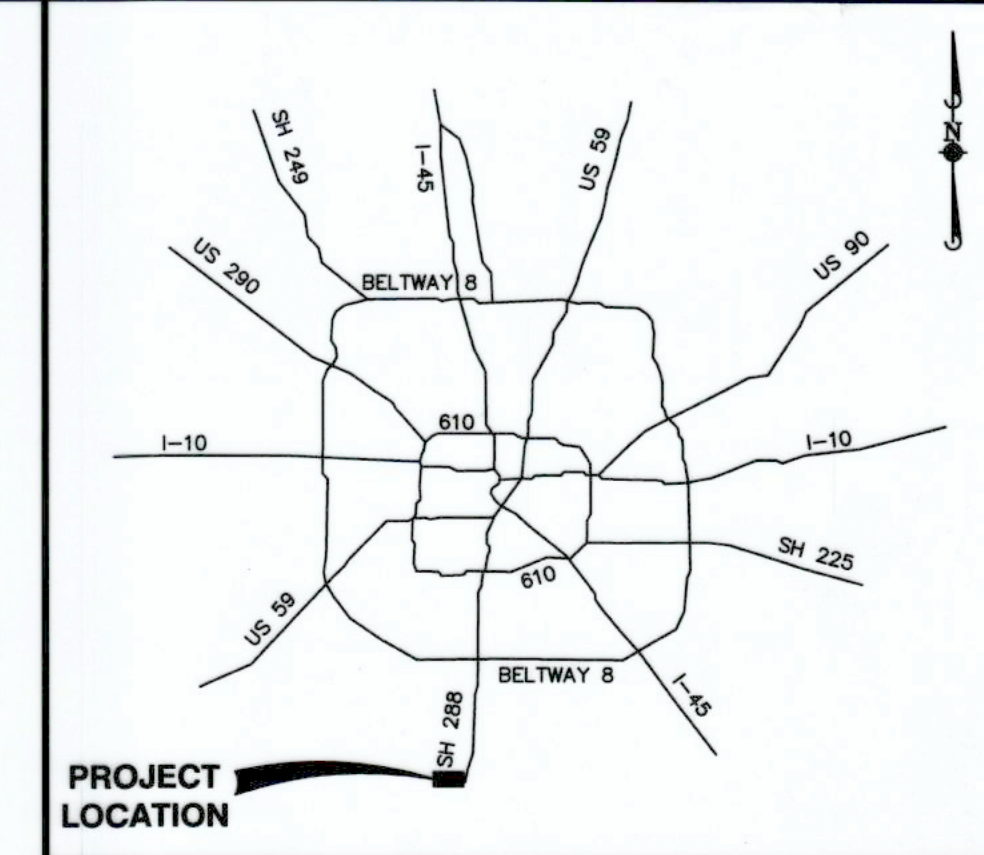
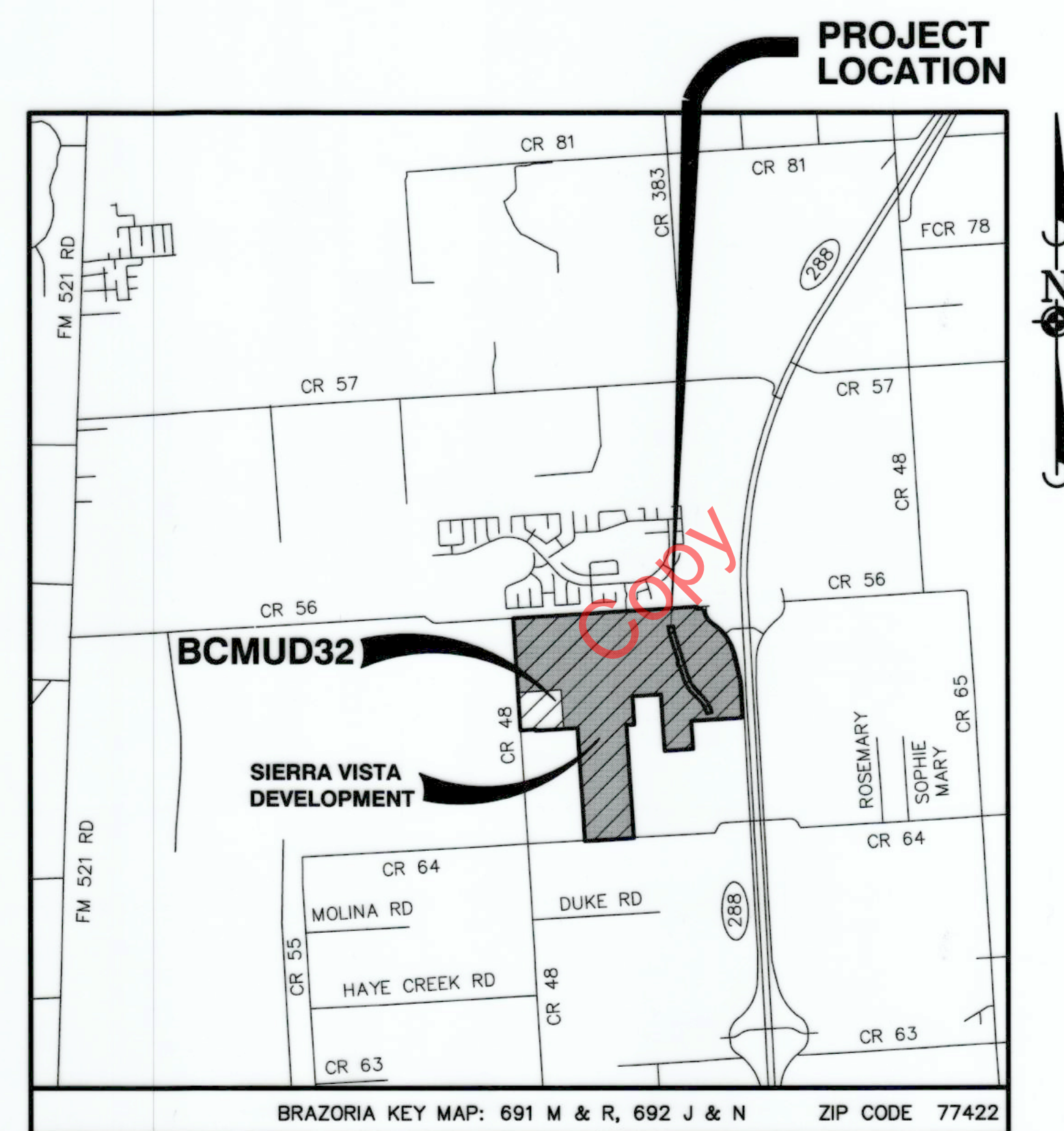
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	DRAINAGE OVERALL
4	DRAINAGE CALCULATIONS
5	DRAINAGE SERVICE AREA MAP
6	WATER OVERALL
7	GRADING PLAN
8	STORMWATER POLLUTION PREVENTION PLAN
9	P&P - KARSTEN BLVD. (STA 39+00 TO 43+00)
10	P&P - KARSTEN BLVD. (STA 43+00 TO 48+00)
11	P&P - KARSTEN BLVD. (STA 48+00 TO 53+00)
12	P&P - KARSTEN BLVD. (STA 53+00 TO 58+00)
13	P&P - MOUNT EMERSON (STA 2+00 TO 5+50)
14	P&P - LIBERTY CAP DRIVE (STA 0+00 TO 4+00)
15	P&P - LIBERTY CAP DRIVE (STA 4+00 TO 7+50)
16	P&P - LIBERTY CAP DRIVE (STA 7+50 TO 10+00)
17	P&P - BASELINE A (STA 0+00 TO 2+00)
18	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
19	PHASING PLAN - PHASE IIA
20	PHASING PLAN - PHASE IIB
21	PHASING PLAN - PHASE III
22	WATERLINE DETAILS - 1
23	WATERLINE DETAILS - 2
24	STORM SEW. DETAILS - 1
25	STORM SEW. DETAILS - 2
26	STORM SEW. DETAILS - 3
27	STORM SEW. DETAILS - 4
28	STORM WATER POLLUTION PREVENTION
29	PAVING DETAILS - 1
30	PAVING DETAILS - 2
31	PAVING DETAILS - 3
32	PAVING DETAILS - 4

BRAZORIA MUNICIPAL UTILITY DISTRICT NO. 32

BRAZORIA COUNTY, TX

PROJECT NO. 610.001020.00

APPROVED FOR
CONSTRUCTION



SIDEWALK NOTE:

ALL SIDEWALKS ALONG STREET FRONTAGE (EXCLUDING LOTS) AND RESERVES SHALL BE CONSTRUCTED BY OTHERS.

SIDEWALKS SHALL BE COMPLETED PRIOR TO ACCEPTANCE OF STREETS FOR MAINTENANCE AT END OF 1 YEAR INSPECTION PERIOD.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.

ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP NO. 48039C0120H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 5, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

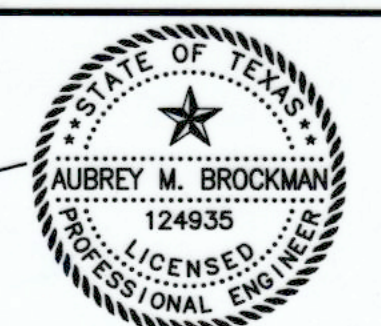
BRAZORIA COUNTY ENGINEERING DEPARTMENT REVIEWED FOR CONSTRUCTION:

MATTHEW HARRIS, COUNTY ENGINEER
DATE 5/8/19

BRAZORIA COUNTY ENGINEERING DEPARTMENT REVIEWED FOR CONSTRUCTION:

JORGE REYNA, DEVELOPMENT COORDINATOR
DATE 5-7-2019

ENGINEER'S SEAL
AUBREY M. BROCKMAN
2445 TECHNOLOGY FOREST BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



TBPE NO. F-18141

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL HOLTON, MAYOR
DATE 4-30-19

DINH HO, P.E., CITY ENGINEER
DATE 4/20/19



KARSTEN BOULEVARD PHASE II & III
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

PROJ. MGR.: AMB
PROJ. ASSOC.: DMC
DRAWN BY: RAK/MZ
DATE: MAR. 2019
SCALE: N.T.S.
SHEET
1 OF 32
610.001020.00



2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph: 832.823.2200 fx: 832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

CONTRACTOR TO NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1903
INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS
BEFORE COMMENCING WORK.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE
CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR
ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR
THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Thursday, August 11, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Karsten Boulevard Phase IIB and III Water, Drainage and Paving Facilities
Recommendation for Final Approval
City of Iowa Colony Project No. CSW 200205-168
Adico, LLC Project No. 16007-4-265**

Dear Mayor and City Council;

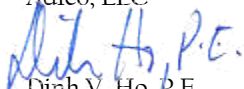
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Karsten Boulevard Phase IIB and III Water, Drainage and Paving Facilities. The final reinspection was completed on April 28, 2021, with all outstanding punch list items addressed on July 27, 2022. City Council approved this project into the One Year Maintenance Period in February 2022. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-265



August 10, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Drainage, and Paving Facilities for Karsten Boulevard Ph IIB & III for
Brazoria County Municipal Utility District No. 32

Mr. Ho,

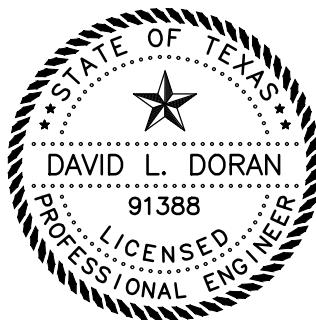
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2021, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of July 27, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/mm



August 10, 2022

Wednesday, February 12, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Karsten Boulevard Phase IIB and III Water, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 200205-168
Adico, LLC Project No. 16007-4-265**

Dear Mayor and City Council;

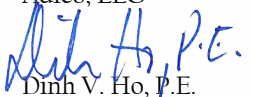
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Karsten Boulevard Phase IIB and III Water, Drainage and Paving Facilities. The final walk was completed on December 3, 2019, with all outstanding punch list items addressed on January 21, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be February 17, 2020, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-265

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Paving Facilities for Karsten Boulevard Phase 2B
and 3
Future Bond Issue

CONTRACTOR: ClearPave, LLC
22803 Schiel Rd.
Cypress, TX 77433

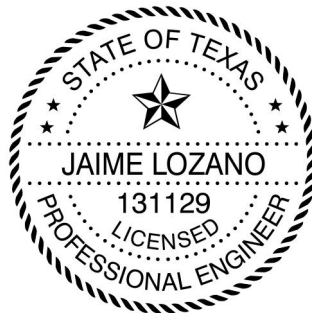
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 20, 2019; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

MAINTENANCE BOND

STATE OF TEXAS

Contract Date August 8, 2019

COUNTY OF BRAZORIA

Date Bond Executed August 8, 2019

PRINCIPAL ClearPave, LLC

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 32

PENAL SUM OF BOND (in words and figures) Seven Hundred Forty-Five Thousand Dollars (\$745,000.00)

being 100 percent of the Contract Price.

CONTRACT for Construction of Paving Facilities for Karsten Boulevard Phase IIB & III for Brazoria County Municipal Utility District No. 32, Brazoria County County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

ClearPave, LLC

PRINCIPAL

By *Daniel Marcheli*

Name Daniel Marcheli

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By *Richard Ruiz*

Name Richard Ruiz

Title Project Coordinator

(SEAL)

Argonaut Insurance Company

SURETY

By *Michael Maddux*

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By *Michael Cole*

Name Michael Cole

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-439-5218

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Richard Ruiz, certify that I am the secretary of the corporation named as Principal in the Bond; that Daniel Marcheli, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.


Signature of Corporate Secretary

(Corporate Seal)



ATTACH POWER OF ATTORNEY

Copy

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark Lee, Dudley Ray, Cynthia Jordon, Michael Cole, Michael Maddux, Judith M. Dold

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8 day of August 2019



James Bluzard

James Bluzard , Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Thursday, August 11, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista Section 6 and Tyndall Mist Dr. Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval
City of Iowa Colony Project No. CSW 190715-0571
Adico, LLC Project No. 16007-4-223**

Dear Mayor and City Council;

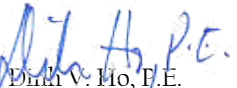
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Sierra Vista Section 6 and Tyndall Mist Dr. Water, Sanitary, Drainage and Paving Facilities. The final reinspection was completed on December 14, 2021, with all outstanding punch list items addressed on March 24, 2022. City Council approved this project into the One Year Maintenance Period in September 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


D. H. P. E.

TBPE Firm No. 16423

**Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-223**



August 2, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista Section 6 and
Tyndall Mist Drive for Brazoria County Municipal Utility District No. 32

Mr. Ho,

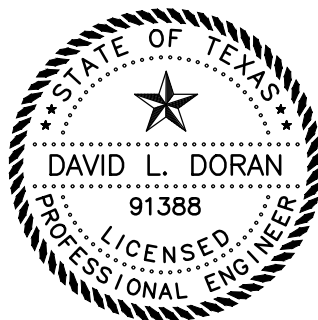
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on December 14, 2021, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of March 24, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/mm



August 5, 2022

Wednesday, September 16, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista Section 6 and Tyndall Mist Dr. Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190715-0571
Adico, LLC Project No. 16007-4-223**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista Section 6 and Tyndall Mist Dr. Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on June 4, 2020, with all outstanding punch list items addressed on June 11, 2020.

The contractor, Clearwater Utilities, installed the outfall structures for this project without the required inspections. The outfall structure is submerged within the Sierra Vista Phase III Detention Pond. The City agreed to allow for a supplemental bond in the amount of \$50,000.00 for an additional year of warranty for the outfall structure due to non-compliance with inspection. This bond is in addition to the normal one-year maintenance bond provided for infrastructure project.

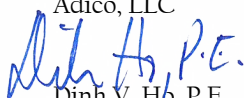
Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be September 21, 2020, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-BUILTs (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-223

**Engineer's Certificate of Substantial
Completion**

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Sierra Vista Section 6 and Tyndall Mist Drive
Future Bond Issue

CONTRACTOR: Clearwater Utilities, Inc.
22803 Schiel Road
Cypress, Texas 77433

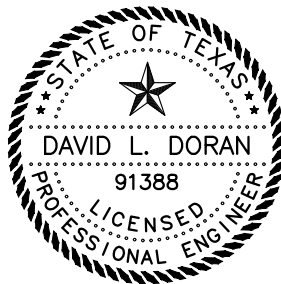
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 16th, 2019; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



David L. Doran, P.E., CCM
Director of Construction Management



P:\001 Sierra Vista - BCMUD 32\021 Sierra Vista West Phase I WSD & Paving\Documents\Construction\Acceptance
Packages\Brazoria County Acceptance Packet\Crystal View Drive and Section 7 Paving - Certificate of Substantial Completion.docx

MAINTENANCE BOND

STATE OF TEXAS

Contract Date July 26, 2019

COUNTY OF Brazoria

Date Bond Executed July 26, 2019

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 32

PENAL SUM OF BOND (in words and figures) One Million Six Hundred Sixty-Three Thousand Three Hundred Eighty and 21/100 Dollars (\$1,663,380.21)

being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Brazoria County Municipal Utility District No. 32, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Clearwater Utilities, Inc.
PRINCIPAL
By [Signature]
Name Dustin Berry
Title President
Address 22803 Schiel Road
Cypress, TX 77433

ATTEST

By [Signature]
Name Cale Kobza
Title Vice President

(SEAL)

Argonaut Insurance Company
SURETY
By [Signature]
Name Michael Maddux
Title Attorney-in-Fact

ATTEST

By [Signature]
Name Michael Cole
Title Witness

(SEAL)

Physical Address:
13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Mailing Address:
13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Telephone: (281) 640-7912

Local Recording Agent Personal Identification Number:
TX 1653623
Agency Name: Higginbotham Insurance Agency
Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079
Agency Telephone (713) 439-5218

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Berry, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.



Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark Lee, Dudley Ray, Cynthia Jordon, Michael Cole, Michael Maddux, Judith M. Dold

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____.



James Bluzard

James Bluzard, Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

MAINTENANCE BOND

Bond No. SUR0064557

KNOW ALL MEN BY THESE PRESENTS, Clearwater Utilities, Inc., as Principal, and Argonaut Insurance Company, a corporation organized under the laws of the State of Illinois, and licensed to transact business in the State of Texas, as Surety, are held and firmly bound onto Brazoria County Municipal Utility District No. 32, as Obligee, in the penal sum of Fifty Thousand and No/100 Dollars (\$50,000.00), lawful money of the United States of America, for which payment, well and truly to be made, Principal and Surety bind themselves, their legal representatives, successors, or assigns, jointly and severally, firmly by these presents.

WHEREAS, on _____ the Principal entered into a written contract with the said Obligee for Sierra Vista Section 6 and Tyndall Mist Drive, and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said Contract, and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the Obligee, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One Year (1) from the date of completion and acceptance of the work performed under the contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 10th day of September, 20 20.

Clearwater Utilities, Inc.

By: [Signature]

Name: Alan Wright

Title: Vice President

Argonaut Insurance Company

By: [Signature]

Name: Michael Maddux

Title: Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



James Bluzard

James Bluzard, Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771**

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

FINAL APPROVAL

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista Section 7 and Crystal View Drive Phase I Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval
City of Iowa Colony Project No. CSW 190605-0476
Adico, LLC Project No. 16007-4-214

Dear Mayor and City Council;

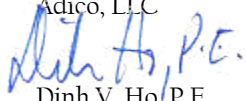
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of Sierra Vista Section 7 and Crystal View Drive Phase I Water, Sanitary, Drainage and Paving Facilities. The final reinspection was completed on September 26, 2021, with all outstanding punch list items addressed on January 27, 2022. City Council approved the project into the One Year Maintenance Period in September 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-214



August 10, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase I &
Sierra Vista Section 7 for Brazoria County Municipal Utility District No. 32

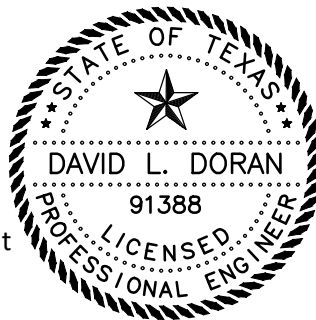
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on September 16, 2021, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of January 27, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



DLD/mm

August 10, 2022

Wednesday, September 16, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista Section 7 and Crystal View Drive Phase I Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190605-0476
Adico, LLC Project No. 16007-4-214**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Sierra Vista Section 7 and Crystal View Drive Phase I Water, Sanitary, Drainage and Paving Facilities. The final walk was completed on March 25, 2020, with all outstanding punch list items addressed on July 17, 2020.

The contractor, Bay Utilities, installed the outfall structures for this project without the required inspections. The outfall structure is submerged within the Sierra Vista Phase III Detention Pond. The City agreed to allow for a supplemental bond in the amount of \$50,000.00 for an additional year of warranty for the outfall structure due to non-compliance with inspection. This bond is in addition to the normal one-year maintenance bond provided for infrastructure project.

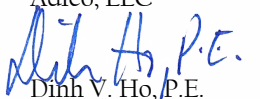
Adico, LLC recommends approval of Sierra Vista Section 7 and Crystal View Drive Phase I Water, Sanitary, Drainage and Paving facilities into the One-Year Maintenance period.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-214

**Engineer's Certificate of Substantial
Completion**

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Crystal View Drive Phase I & Sierra Vista Section 7
Future Bond Issue

CONTRACTOR: Bay Utilities, LLC
28411 Sweetgum Road
Magnolia, Texas 77354

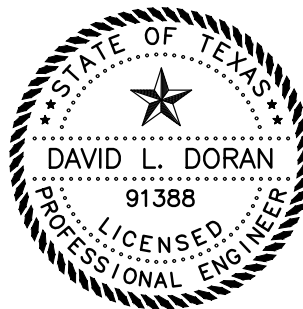
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of March 27, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



David L. Doran, P.E., CCM
Director of Construction Management



P:\001 Sierra Vista - BCMUD 32\021 Sierra Vista West Phase I WSD & Paving\Documents\Construction\Acceptance Packages\Brazoria County Acceptance Packet\Crystal View Drive and Section 7 Paving - Certificate of Substantial Completion.docx

BOND

NO.1082512

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **Bay Utilities, LLC and Land Tejas Sterling Lakes South, LLC** whose *(street address/phone)* is **28411 Sweetgum Rd, Magnolia, TX 77354; 281-356-4008/2450 Fondren Road Suite 210 Houston, Texas 77063; 713-783-6702**, hereinafter called the Principal, and *(Surety)* **The Hanover Insurance Company**, a Corporation existing under and by virtue of the laws of the State of **New Hampshire** , and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* **16333 Vance Jackson, #2303, San Antonio, TX 78257; 210-241-3565**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* **Troy Wolf, San Antonio, TX**, and whose *(street address/phone)* is **16333 Vance Jackson, #2303, San Antonio, TX 78257; 210-241-3565**, hereinafter called the Surety, and held and firmly bound unto L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of **Five hundred two thousand three hundred sixty eight dollars and twenty five cents (\$502,368.25)** current, lawful money of the United States of America, to be paid to said L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Crystal View Drive Phase 1

Sierra Vista Section 7

located in Brazoria County, Texas; and,

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out

therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character

which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

EXECUTED this day of , 2020.

Principal

Land Tejas Sterling Lakes South, LLC,
a Texas limited liability company

By: [Signature]
Al P. Brende, Sole Manager

ATTEST: [Signature]
Secretary

Surety

By: [Signature]
ATTORNEY IN FACT – Sharen Groppell

ATTEST: [Signature]
Witness – Kourtney Reece

Principal

Bay Utilities, LLC

By: [Signature]
David Long, Managing Member

ATTEST: [Signature]

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne G. Brune, David R. Groppe, Edward L. Moore, Beverly A. Ireland, Sharen Groppe, Francine Hay, Sharon Cavanaugh, Sue Kohler, James Wynne Tomforde, Kurt Risk and/or Gloria M. Villa

Of Elsey & Associates AND Marsh & McLennan, Houston, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **23rd** day of **May**, **2016**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

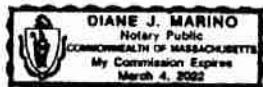
Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Michael Peto
Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **23rd** day of **May** **2016** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

MAINTENANCE BOND

Bond 1075192

KNOW ALL BY THESE PRESENTS, That we, Bay Utilities, L.L.C.

as Principal, and The Hanover Insurance Company

a corporation organized under the laws of the State of New Hampshire and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto

Brazoria County MUD No. 32

as Obligee, in the penal sum of Fifty Thousand and No/100

(\$ 50,000.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Brazoria County MUD No. 32

dated _____

for Crystal View Drive Phase 1 and Sec. 7 (Outfall Structure)

WHEREAS, said Contract has been completed, and was approved on 31st
day of August, 2020.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two (2)
year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 31st day of August, 2020

Bay Utilities, L.L.C.

(Seal)

(Seal)

(Seal)

The Hanover Insurance Company

By

Sharon Cavanaugh

Attorney-in-Fact

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne G. Brune, David R. Groppe, Edward L. Moore, Beverly A. Ireland, Sharen Groppe, Francine Hay, Sharon Cavanaugh, Sue Kohler, James Wynne Tomforde, Kurt Risk and/or Gloria M. Villa

Of **Elsey & Associates AND Marsh & McLennan, Houston, Texas** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **23rd** day of **May**, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

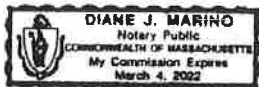
Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John Pate
John Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **23rd** day of **May** 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **31st** day of **August** 2020

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 2- Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190731-0630 (WS&D), CSW 191106-0908 (Paving)
Adico, LLC Project No. 16007-4-226 (WS&D), 16007-4-244 (Paving)

Dear Mayor Byrum-Bratsen and City Council;

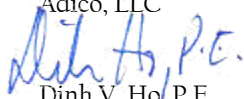
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Sierra Vista West Section 2 Water, Sanitary, Storm and Paving facilities. The final reinspection inspection was completed on January 27, 2022, with all outstanding punch list items addressed July 5, 2022. City Council approved the project into the One Year Maintenance Period in September 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-226 (WS&D), 16007-4-244 (Paving)



July 22, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 2
for Brazoria County Municipal Utility District No. 53

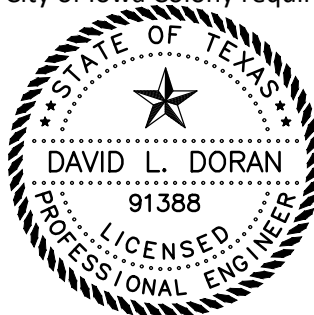
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on January 27, 2022, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of July 5, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



DLD/mm

July 22, 2022

Wednesday, September 16, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista West Section 2- Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190731-0630 (WS&D), CSW 191106-0908 (Paving)
Adico, LLC Project No. 16007-4-226 (WS&D), 16007-4-244 (Paving)**

Dear Mayor Byrum-Bratsen and City Council;

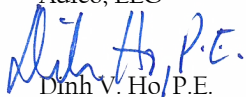
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 2 Water, Sanitary, Storm and Paving facilities. The final inspection was completed on March 5, 2020, with all outstanding punch list items addressed August 13, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-226 (WS&D), 16007-4-244 (Paving)

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, & Drainage Facilities for Sierra
Vista West Section 2
Future Bond Issue

CONTRACTOR: Reddico Construction Co., Inc.
10083 Airport Road
Conroe, Texas 77303

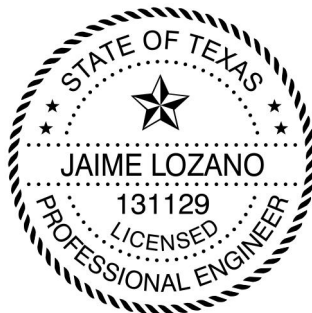
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of May 27, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sierra Vista West, LLC
TCEQ Houston
TCEQ Austin

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sierra Vista West, LLC
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Paving Facilities for Sierra Vista West Section 2

CONTRACTOR: ClearPave, LLC
22803 Schiel Road
Cypress, Texas 77433

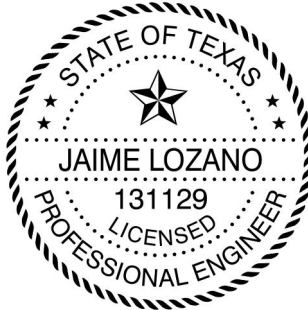
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of May 27, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sierra Vista West, LLC
TCEQ Houston
TCEQ Austin

BOND NO. 70168555

MAINTENANCE BOND

STATE OF TEXAS

Contract Date July 17, 2019

COUNTY OF Brazoria

Date Bond Executed July 17, 2019

PRINCIPAL Reddico Construction Co., Inc.

SURETY The Guarantee Company of North America USA

OWNER Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) \$ Two Million Seventy Eight Thousand Nine Hundred Sixty Nine Dollars and Ninety Six Cents (\$2,078,969.96)

being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 2 for Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Reddico Construction Co., Inc.
PRINCIPAL
By [Signature]
Name J. Ryan Redd
Title President
Address 10083 Airport Road
Conroe, Texas 77303

ATTEST
By [Signature]
Name Terri Bock
Title Secretary

(SEAL)

The Guarantee Company of North America USA
SURETY
By [Signature]
Name Steven W Berry
Title Attorney-In-Fact

ATTEST
By [Signature]
Name Nancy T. Berry
Title Surety Secretary

(SEAL)

Physical Address:
One Towne Square, Suite 1470
Southfield, Michigan 48076

Mailing Address:
Same as Above

Telephone: 248-281-0281

Local Recording Agent Personal Identification Number:
166803

Agency Name: INSURICA TX Insurance Services, Inc.

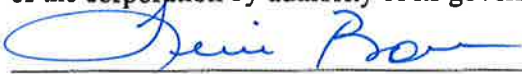
Agency Address 19450 SH 249, Suite 550, Houston, TX 77070

Agency Telephone 936-372-2477

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Terri Bock, certify that I am the secretary of the corporation named as Principal in the Bond; that J. Ryan Redd, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.



(Corporate Seal)

Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

Copy



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Kimberly J. Smith, Marla Gentry
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____, 2019.

Randall Musselman, Secretary



The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your **agent** at:

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4 You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: www.gcna.com

E-mail: Info@gcna.com

Fax: 248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance.

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una q ueja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: www.gcna.com

E-mail: Info@gcna.com

Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 - 800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date July 18, 2019

COUNTY OF Brazoria

Date Bond Executed July 18, 2019

PRINCIPAL ClearPave, LLC, 22803 Schiel Road, Cypress, TX 77433

SURETY Argonaut Insurance Company

OWNER Land Tejas Sierra Vista West, LLC

PENAL SUM OF BOND (in words and figures) \$ 1,252,558.50 One Million Two Hundred Fifty Two Thousand Five Hundred Fifty Eight Dollars and Fifty Cents, being 100 percent of the Contract Price.

CONTRACT for Construction of Paving Facilities for Sierra Vista West Section 2 for Land Tejas Sierra Vista West, LLC, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

ClearPave, LLC

PRINCIPAL

By

Name Daniel Marcheli

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By

Name Matthew Downing

Title General Manager

(SEAL)

Argonaut Insurance Company

SURETY

By

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By

Name Michael Cole

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: (281) 640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone (713) 439-5218

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Misty Balkus, certify that I am the secretary of the corporation named as Principal in the Bond; that Daniel Marcheli, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Misty Balkus
Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark Lee, Dudley Ray, Cynthia Jordon, Michael Cole, Michael Maddux, Judith M. Dold

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 2017.



James Bluzard, Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: JOSH WADLEY, LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

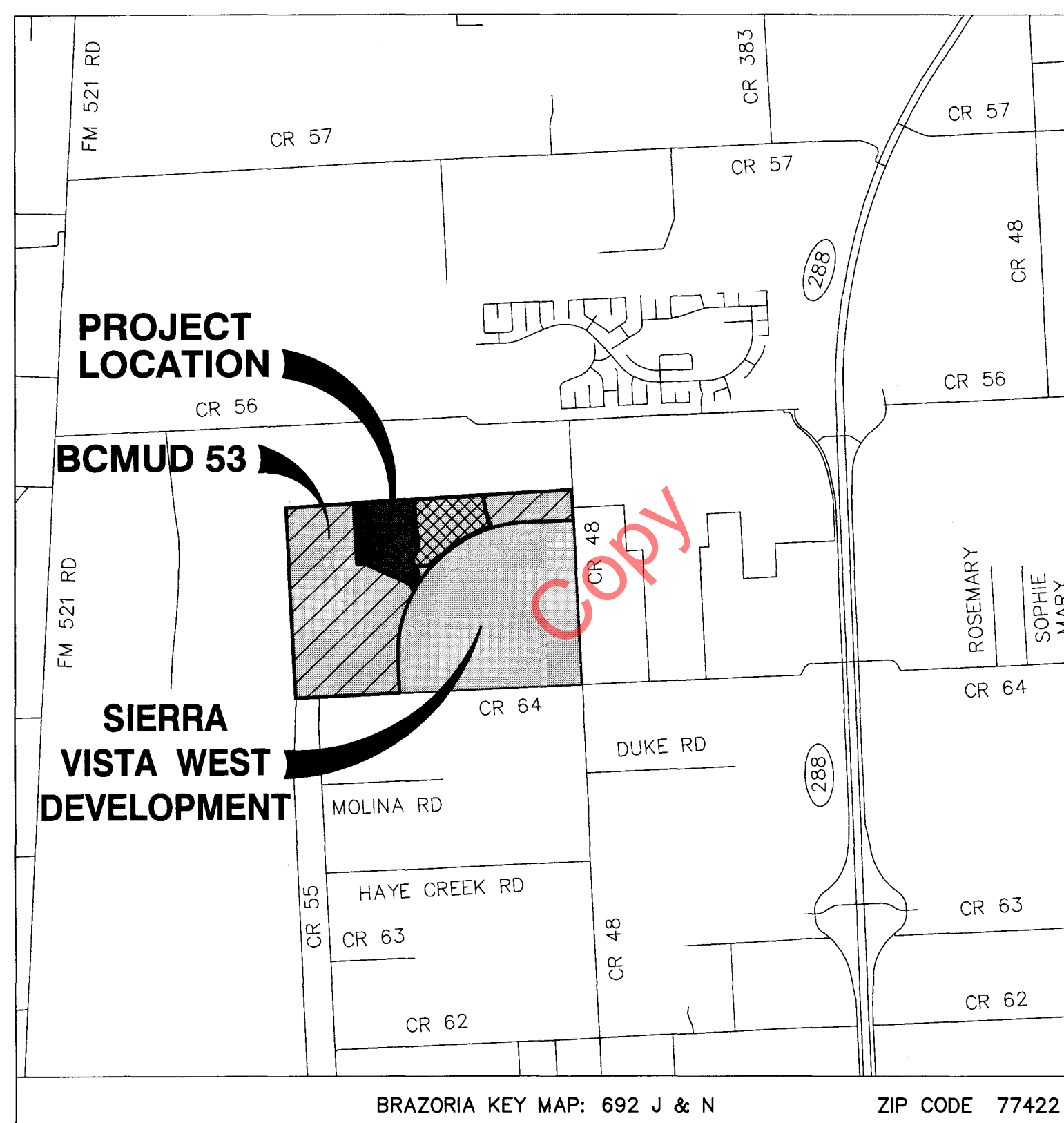
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR SIERRA VISTA WEST SEC. 2

BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020005.00

INDEX OF SHEETS

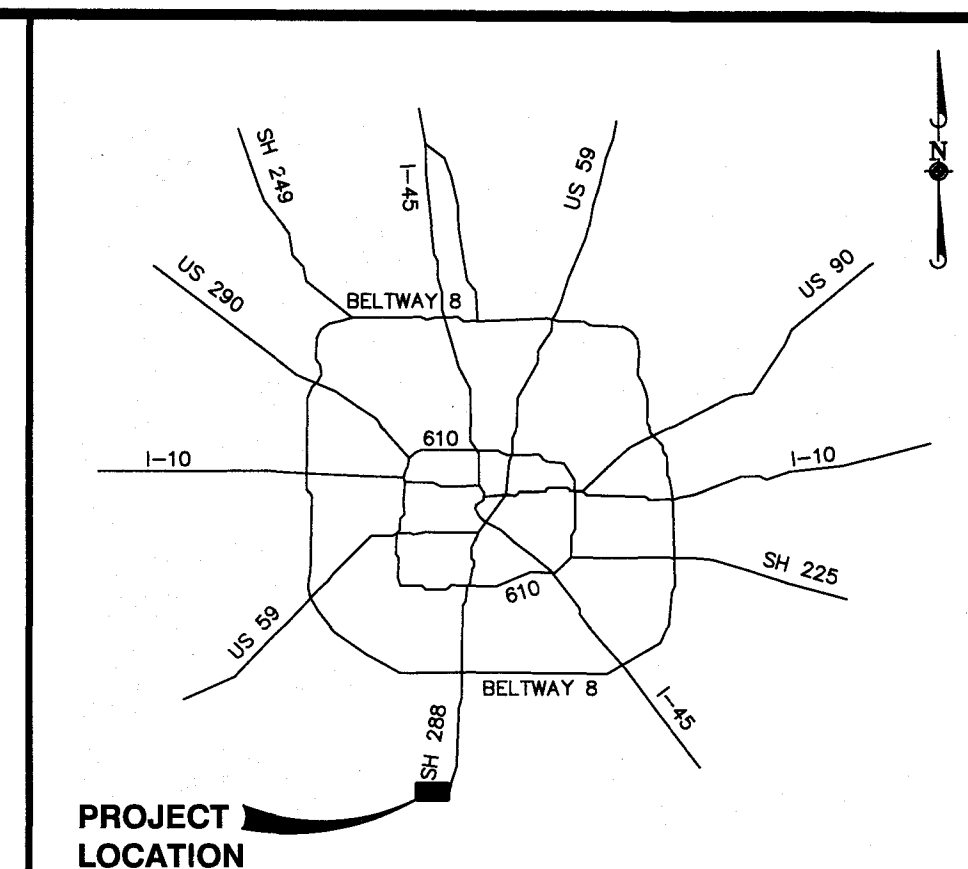
SHEET NO. SHEET TITLE

- | | |
|----|---|
| 1 | TITLE SHEET & SHEET INDEX |
| 2 | GENERAL NOTES |
| 3 | WATER AND SANITARY OVERALL |
| 4 | DRAINAGE OVERALL |
| 5 | DRAINAGE CALCULATIONS |
| 6 | GRADING PLAN |
| 7 | STORM WATER POLLUTION PREVENTION PLAN |
| 8 | P&P - COLFAX DRIVE & SCODIE RUN DRIVE |
| 9 | P&P - RED HILLS DRIVE (STA 17+00 TO 24+00) |
| 10 | P&P - RED HILLS DRIVE (STA 24+00 TO 30+00) |
| 11 | P&P - SHERWIN PASS DRIVE (STA 0+00 TO 5+00) |
| 12 | P&P - SHERWIN PASS DRIVE (STA 5+00 TO 10+00) |
| 13 | P&P - MOUNT LYELL DRIVE & LANGLEY CLIFF DRIVE |
| 14 | P&P - SLIDE MOUNTAIN DRIVE (STA 11+80 TO 17+80) |
| 15 | P&P - SLIDE MOUNTAIN DRIVE & EMERSEN DRIVE (STA 18+00 TO 20+50) |
| 16 | P&P - MOUNT WINCHELL DRIVE (STA 00+00 TO 06+00) |
| 17 | P&P - PORTOLA DRIVE & KINGS CANYON DRIVE |
| 18 | P&P - RUSSELL PINES DRIVE (STA 10+30 TO 16+20) |
| 19 | P&P - RUSSEL PINES DRIVE (STA 16+20 TO 20+50) |
| 20 | P&P STORM OUTFALL 1&2 |
| 21 | TRAFFIC SIGNAGE & PAVING OVERALL |
| 22 | WATERLINE DETAILS - 1 |
| 23 | WATERLINE DETAILS - 2 |
| 24 | SAN. SEW. DETAILS - 1 |
| 25 | SAN. SEW. DETAILS - 2 |
| 26 | SAN. SEW. DETAILS - 3 |
| 27 | STORM SEW. DETAILS - 1 |
| 28 | STORM SEW. DETAILS - 2 |
| 29 | STORM SEW. DETAILS - 3 |
| 30 | STORM SEW. DETAILS - 4 |
| 31 | STORM WATER POLLUTION PREVENTION PLAN |
| 32 | PAVING DETAILS - 1 |
| 33 | PAVING DETAILS - 2 |
| 34 | PAVING DETAILS - 3 |
| 35 | PAVING DETAILS - 4 |
| 36 | DRAINAGE SERVICE AREA MAP |



LOCATION MAP
1" = 1/2 MILE

APPROVED FOR
CONSTRUCTION





12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

IOWA COLONY PLANNING AND ZONING COMMISSION
MINUTES OF AUGUST 2, 2022

Members present: David Hurst, Tim Varlack, Brenda Dillon, Les Hosey, Brian Johnson, and Terry Hayes

Members absent: Steven Byrum-Bratsen

Others present: Dinh Ho, Robert Hemminger, Josh Wadley, and Mike Christopher

MEETING- 7:00 P.M.

1. Chairman Hurst called the meeting to order at 7:00 P.M.

2. Citizens Comments. There were no comments from the public.

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

3. Consider approval of the following Planning and Zoning Commission meeting minutes

- July 5, 2022

Brenda Dillon made a motion to approve the minutes from the meeting on July 5, 2022. Seconded by Tim Varlack. Approved with five ayes. Les Hosey abstained from the vote as he was not present at the meeting on July 5, 2022.

4. Consideration and possible action for the Hayes Creek Estates Preliminary Plat. Les Hosey made a motion to approve the Hayes Creek Estates Preliminary Plat. Seconded by Terry Hayes. Approved unanimously with six ayes.

5. Consideration and possible action for the Sierra Vista West Section 10 Final Plat. Josh Wadley with Land Tejas presented the Sierra Vista West amenity site plan. Brian Johnson made a motion to approve the Sierra Vista West Section 10 Final Plat. Seconded by Brenda Dillon. Approved unanimously.

6. Brian Johnson made a motion to adjourn. Seconded by Tim Varlack. Approved unanimously. The meeting was adjourned at 7:29 P.M.

APPROVED THIS 6th DAY OF SEPTEMBER, 2022.

ATTEST:

Kayleen Rosser, City Secretary

David Hurst, Chairman

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 3- Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190827-0702, CSW 191106-0907
Adico, LLC Project No. 16007-4-232 (WS&D), 16007-4-245 (Paving)

Dear Mayor Byrum-Bratsen and City Council;

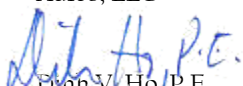
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Sierra Vista West Section 3 Water, Sanitary, Storm and Paving facilities. The final reinspection inspection was completed on January 20, 2022, with all outstanding punch list items addressed June 17, 2022. City Council approved the project into the One Year Maintenance Period in May 2020. Therefore, Adico, LLC recommends final approval of facilities, effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Binh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-232 (WS&D), 16007-4-245 (Paving)



July 22, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 3
for Brazoria County Municipal Utility District No. 53

Mr. Ho,

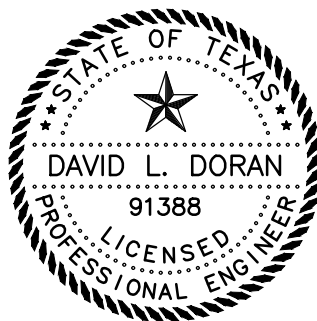
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on January 20, 2022, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of June 17, 2022, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/mm



July 22, 2022

Tuesday, May 12, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista West Section 3 Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190827-0702
Adico, LLC Project No. 16007-4-232**

Dear Mayor and City Council;

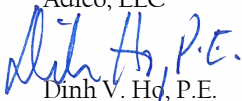
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 3 Water, Sanitary, Drainage and Paving Facilities. The final walk was completed on March 5, 2020, with all outstanding punch list items addressed on April 23, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be May 18, 2020, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-232

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, & Drainage Facilities for Sierra
Vista West Section 3
Future Bond Issue

CONTRACTOR: Clearwater Utilities, Inc.
22803 Schiel Road
Cypress, Texas 77433

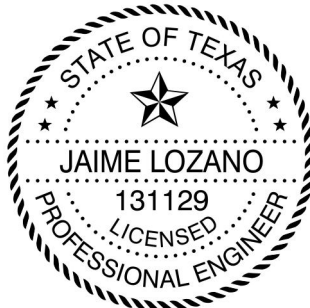
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of April 24, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sierra Vista West, LLC
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Paving Facilities for Sierra Vista West Section 3

CONTRACTOR: ClearPave, LLC
22803 Schiel Road
Cypress, Texas 77433

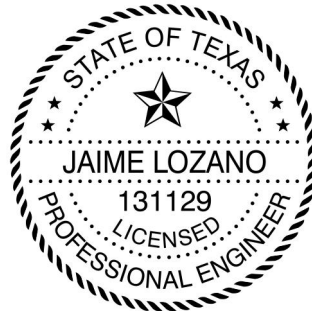
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of April 24, 2020; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

Sincerely,



Jaime Lozano, P.E.
Engineer of the District



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 7/12/19

COUNTY OF Brazoria

Date Bond Executed 7/12/19

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Land Tejas Sterling Lakes South, LLC OBO Brazoria County Municipal Utility District
No. 53

PENAL SUM OF BOND (in words and figures) One Million Two Hundred Fifty-Eight Thousand Three
Hundred Twenty-Five and 11/100 Dollars (\$1,258,325.11)
being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West
Section 3 for Land Tejas Sterling Lakes South, LLC OBO Brazoria County Municipal Utility District
No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named,
are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount
stated above, for the payment of which sum well and truly to be made, we bind ourselves and our
respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is
expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if
Principal well and truly repair any and all defects in the work occasioned by or resulting from defects
in materials furnished by, or workmanship of, the Principal in performing the work covered by the
Contract, including any guaranty or warranty required under the Contract, then this obligation is void;
otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any
and all defects in the work occasioned by or resulting from defects in materials furnished by, or
workmanship of, the Principal in performing the work as required by the Contract in all its terms, the
Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in
consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in
accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or
addition to the terms of the Contract or to work performed under the Contract, or to the plans,
specifications or drawings accompanying the Contract, will in any way affect its obligations on this
Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to
the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Clearwater Utilities, Inc.
PRINCIPAL
By [Signature]
Name Dustin Berry
Title President
Address 22803 Schiel Road
Cypress, TX 77433

ATTEST

By [Signature]
Name Cale Kobza
Title Vice President

(SEAL)

Argonaut Insurance Company
SURETY
By [Signature]
Name Michael Maddux
Title Attorney-in-Fact

ATTEST

By [Signature]
Name Michael Cole
Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290
Houston, TX 77065

Telephone: (281) 640-7912

Local Recording Agent Personal Identification Number:
TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone (713) 439-5218

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Berry, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.



Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark Lee, Dudley Ray, Cynthia Jordon, Michael Cole, Michael Maddux, Judith M. Dold

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

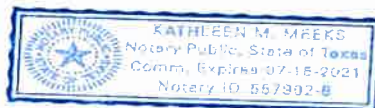
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 2017.



James Bluzard, Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Wednesday, August 10, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: BCMUD No. 53 Wastewater Treatment Plant Phase I, Onsite Lift Station and Offsite Lift Station
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 200403-0319
Adico, LLC Project No. 16007-4-284**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of BCMUD No. 53 Wastewater Treatment Plant Phase I, Onsite Lift Station and Offsite Lift Station. The final inspection was held January 17, 2022 and all punch list items completed on or about June 16, 2022.

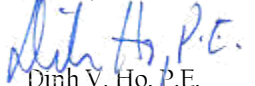
Based on our review of the closeout documents provided, Adico, LLC recommends approval of BCMUD No. 53 Wastewater Treatment Plant Phase I, Onsite Lift Station and Offsite Lift Station facilities into the One-Year Maintenance Period. The maintenance period shall be effective August 15, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, City Secretary
Robert Hemminger, City Manager



Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of WWTP Phase I, Onsite Lift Station, and
Offsite Lift Station

CONTRACTOR: T & C Construction, Ltd.
5411 Killough
Houston, Texas 77086

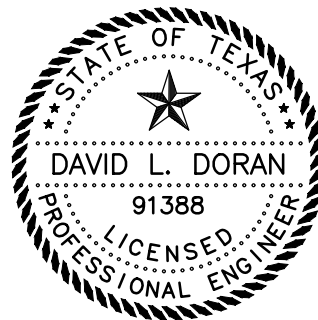
ENGINEER: Elevation Land Solutions
2445 Technology Forest Boulevard,
Suite 200 The Woodlands, Texas
77381

I hereby certify that this project is substantially complete as of August 11, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Director of Construction Management

DLD/mm



August 11, 2021

MAINTENANCE BOND

STATE OF TEXAS

Contract Date March 26, 2020COUNTY OF BRAZORIADate Bond Executed March 26, 2020PRINCIPAL T&C Construction, LTDSURETY Hartford Fire Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Nine Hundred Forty Seven****Thousand Dollars and Zero Cents (\$2,947,000.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of WWTP Phase I, Onsite Lift Station, and Offsite Lift Station for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

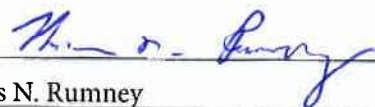
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.


Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

T&C Construction, LTD
PRINCIPAL


By 
Name Thomas N. Rumney
Title President of T&C Holding, LLC, Its General Partner
Address 5411 Killough
Houston, Texas 77086

ATTEST


By 
Name Carolyn M. Rumney
Title Secretary Partner

(SEAL)

Hartford Fire Insurance Company
SURETY

By 
Name Sharon Cavanaugh
Title Attorney-in-Fact

ATTEST

By 
Name Kourtney Reece
Title Account Analyst

(SEAL)

Physical Address:

19450 State Hwy 249, #400
Houston, Texas 77070

Mailing Address:

19450 State Hwy 249, #400
Houston, Texas 77070

Telephone: 832-604-8852

Local Recording Agent Personal Identification Number:
193638

Agency Name: Marsh & McLennan Agency, LLC

Agency Address 2500 City West Blvd., Suite 2400, Houston, Texas 77042

Agency Telephone 713-780-6100

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary (Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-767-6835

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 61-610074

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Sharon Cavanaugh, C.W. Adams, Roxanne G. Brune, Sharen Groppell, David R. Groppell, Francine Hay, Beverly A. Ireland, Edward L. Moore, Kurt A. Risk, James W. Tomforde, Gloria Villa of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____ day of _____ Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Copy

Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding Claims for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
Fax - Claims : 860-757-5835 or 860-547-8265
E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
The Hartford Fidelity & Bonding (BOND)
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115

SHEET INDEX

Sheet Number	Sheet Title
01	COVER SHEET
02	HYDRAULIC PROFILE & PROCESS SCHEMATIC
03	SERVICE AREA
04	PROPOSED SITE PLAN
05	YARD PIPING PLAN
06	GRADING & DRAINAGE PLAN
07	MECHANICAL UPPER PLAN
08	AIR DIFFUSER PLAN
09	MECHANICAL SECTIONS 1
10	MECHANICAL SECTIONS 2
11	MECHANICAL DETAILS 1
12	MECHANICAL DETAILS 2
13	MECHANICAL DETAILS 3
14	MECHANICAL DETAILS 4
15	CIVIL DETAILS 1
16	CIVIL DETAILS 2
17	LIFT STATION PLAN & DETAILS
18	LIFT STATION DETAILS
19	19 LIFT STATION DETAILS 2
20	BLOWER FACILITY PLAN
21	BLOWER FACILITY SECTIONS
22	STRUCTURAL UPPER PLAN
23	STRUCTURAL LOWER PLAN
24	STRUCTURAL SECTIONS 1
25	STRUCTURAL SECTIONS 2
26	STRUCTURAL SECTIONS 3
27	STRUCTURAL DETAILS
28	ELECTRICAL SITE PLAN
29	ELECTRICAL ONE-LINE & DETAILS
30	ELECTRICAL SCHEMATICS
31	ELECTRICAL DETAILS 1
32	ELECTRICAL DETAILS 2
33	ELECTRICAL ABBREVIATIONS & LEGENDS
34	STORMWATER POLLUTION PREVENTION PLAN
35	STORMWATER POLLUTION PREVENTION DETAILS

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 0.200 MGD ADF WASTEWATER TREATMENT PLANT

DEVELOPER INFORMATION:

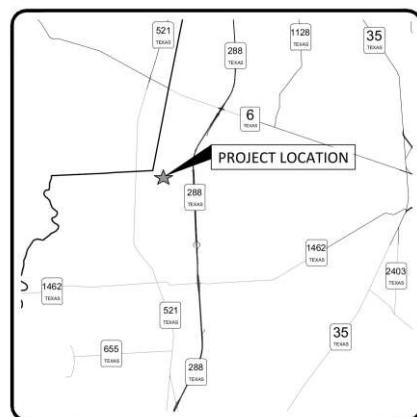
BRAZORIA COUNTY MUD No. 53
C/O: ALLEN, BOONE, HUMPHRIES, ROBINSON, LLP
3200 SOUTHWEST FREEWAY, SUITE 2600
HOUSTON, TEXAS 77027
CONTACT: TIMOTHY AUSTIN
CONTACT PHONE: 713-860-6465

PROJECT LOCATION:

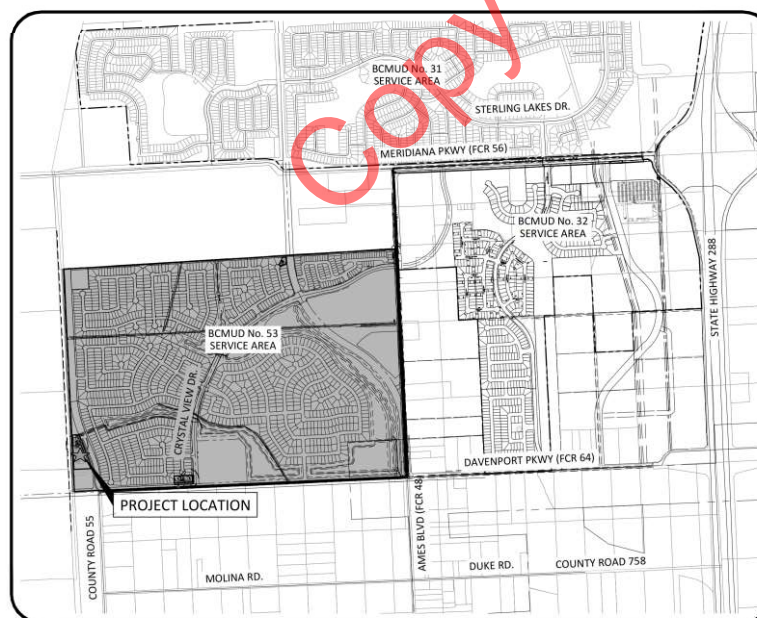
COUNTY ROAD 64 @ COUNTY ROAD 48
ROSHARON, TEXAS 77583

NOTES:

- CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR dinh@adico-llc.com & inspections@adico-llc.com) AND BRAZORIA COUNTY ENGINEER @ engineer-construction@brazoria-county.com 48 HOURS BEFORE COMMENCING WORK.
- DRAINAGE AND DETENTION ANALYSIS FOR SIERRA VISTA WEST AMENDMENT NO. 1* PREPARED BY JONES & CARTER, INC. DATED DECEMBER 2018. APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 ON DECEMBER 20, 2018 AND CITY OF IOWA COLONY ON DECEMBER 18, 2018.



LOCATION MAP
NTS



VICINITY MAP
BRAZORIA COUNTY, TEXAS
KEY MAP: 691.Q

CITY OF IOWA COLONY DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Michael Byrum-Bratsen 03232020
MICHAEL BYRUM-BRATSEN, MAYOR DATE
Dinh V. Ho 03162020
DINH HO, P.E., CITY ENGINEER DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

LEE WALDEN, P.E. DATE KERRY L. OSBURN DATE
PRESIDENT VICE PRESIDENT

MARK ROLLER DATE JARROD D. ADEN P.E., C.F.M. DATE
SECRETARY/TREASURER DISTRICT ENGINEER

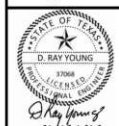
NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B190025

REVISION	DATE
ADDENDA 4 REV.	11/13/19

WATERENGINEERS, INC.
Water & Wastewater Treatment Consultants
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. 2866
10000 W. 10TH AVE., SUITE 100
DALLAS, TEXAS 75243
PHONE: 214.381.3733
FAX: 214.381.3733
WWW.WATERENGINEERSINC.COM

**BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 53
0.200 MGD ADF
WASTEWATER TREATMENT PLANT**



SHEET NAME:

COVER SHEET

DRAWN BY: JLW

CHECKED BY: DRY

PROJECT No.: 5824.2

DATE: 08/12/2019

SHEET No.:

01 OF 35

City of Iowa Colony, Texas
Quarterly Investment Report

Investment <u>Description</u>	<u>Maturity Date</u>	4/01/2021		6/30/2021		Accrued
		<u>Yield</u> <u>(Interest</u> <u>Rate)</u>	<u>Beginning</u> <u>Market Value</u>	<u>Changes</u>	<u>Ending Market</u> <u>Value</u>	<u>Interest</u> <u>Earnings</u>
Texstar	Liquid		108,299	2.84	108,302	3
Veritex Community C/D	9/12/2020	1.70%	99,724	62.84	99,787	63
Veritex Community C/D	4/30/2020	1.70%	161,183	99.36	161,282	99
First State Bank -Manvel C/0	10/28/2020	1.25%	151,037	1,510.37	152,547	1,510
Texas Advantage C/0	2/22/2020	0.55%	6,262	3.82	6,265	4

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

Interim City Manager - Investment Officer

Senior Accountant

Thursday, August 11, 2022

Mayor Michael Byrum-Bratsen
c/o City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista West Section 10
Brazoria County Municipal Utility District No. 53
Coronado West, LLC
Early Plat Application Request
Letter of Recommendation to Approve
Adico Project No. 21001-026**

Dear Mayor Byrum-Bratsen and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about June 29, 2022, from Elevation Land Solutions, on behalf of Coronado West, LLC, for Sierra Vista West Section 10. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. Sierra Vista West Section 10 Final Plat was approved by Planning Commission in July 2022 and is currently on the City Council Agenda for approval.

SIERRA VISTA WEST SECTION 10 EARLY PLAT ESCROW SUMMARY					
Contract	Contractor	Original Contract	Change Orders	Confirmed Payments	Applicable Early Plat Portion
Water, Sanitary and Drainage	Principal Services, LTD	\$ 1,285,527.94	\$ (1,800.00)	\$ 1,216,311.54	\$ 67,416.40
Total Remaining Contract Amount					\$ 67,416.40
Contingency @ 10%					\$ 6,741.64
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					\$ 74,158.04
Administrative Fee @ 2% of 76088.54 Due at time of application					\$ 1,483.16

Elevation Land Solutions has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is \$67,416.40. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be \$74,158.04.

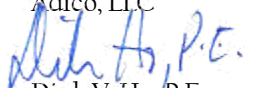
In addition, a 2% administrative fee based on remaining construction cost and ten percent contingency is required at the time of application submittal. The calculated administrative fee is \$1,483.16.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sierra Vista West Section 10. This approval is contingent on City Council approving the final plat on the current agenda.

The Developer shall provide the cash deposit in the amount of \$74,158.04 to the City within 10 working days from the date of the agreement, if approved by City Council.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)



June 29, 2022

Dinh V. Ho, PE
Adico Consulting Engineers
On behalf of City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, Texas 77546

Re: Early Plat Release Application Request
Sierra Vista West Section 10

Mr. Ho:

On behalf of Coronado West, LLC, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sierra Vista West Section 10. Our intention is to obtain a recorded plat by July subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary and drainage for the above referenced project. Construction of the project is currently in progress, and we anticipate will be complete by August.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. Coronado West, LLC will be submitting this fee to City Hall concurrently with this request.

If you have any questions, please call us.

Best Regards,

Travis H. Harrison, PE
Project Manager

Cc: Josh Wadley – Land Tejas



CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY
SIERRA VISTA WEST SECTION 10

June 6, 2022

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>	
1. Section 10 WSD	Principal	\$ 1,285,527.94	\$ (1,800.00)	\$ 1,283,727.94	\$ 1,216,311.54	\$ 67,416.40	
						Total Construction Contract Remaining	\$ 67,416.40
						Contingency (10%)	6,741.64
						Total Escrow	\$ 74,158.04 ⁽²⁾
						City of Iowa Colony Administrative Fee (2%)	\$ 1,483.16 ⁽¹⁾

Notes:

(1) Administrative fee due to City of Iowa Colony at time of application.

(2) Escrow deposit due within 10 business days following City Council approval.