



March 29, 2021

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Review of Kiber Reserve Subdivision Phase 1 Final Plat and Plans – 1st Submittal Review
Angleton, Texas
HDR Job No. 20-007

Dear Mr. Reeves:

HDR takes no objection to the proposed Kiber Reserve Subdivision Phase 1 Final Plat as provided in this second submittal with the following exceptions noted:

1. A variance request regarding sidewalk requirement along perimeter streets was submitted and approved at the 03/04/2021 and 03/09/2021 Planning and Zoning Commission and City Council Meetings respectively. No additional action is required.
2. The Final Plat shall be labeled as Kiber Reserve Subdivision Phase I on the final copy submitted for filing.
3. The construction plans previously submitted with the preliminary plat are attached to this review with no additional comments. No additional action is required.
4. The plat and construction plans for Phase 2 of the development of the Kiber Reserve Subdivision shall be permitted separately.

Please note that this does not necessarily mean that the entire plat submittal set, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data were prepared and signed and sealed by a Registered Professional Land Surveyor and Registered Professional Engineer licensed to practice in the State of Texas, which therefore conveys the surveyor's and engineer's responsibility and accountability.

If you have any questions, please feel free to contact us at our office at (713)-622-9264.

Sincerely,
HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Senior Project Manager

cc: Files (20-007)

Attachments

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES VON SCHMIDT, President and Managing Director of the WATERSTONE DEVELOPMENT GROUP, LLC, acting herein by and through its duly authorized officers, does hereby adopt and approve the following resolution: That the City of Angleton, Texas, does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public utility easements shown thereon are dedicated for the use of the public. The easements and public utility easements, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. The City of Angleton, Texas, does hereby authorize the City of Angleton to use the easements and public utilities designed to be used by the same unless the easement limits the use to particular facilities, said use of public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths shown thereon, and the City of Angleton and public utility entities shall have the right to remove their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, repairing, maintaining, improving, or otherwise removing any part of their respective systems or structures shown thereon without the necessity at any time of procuring permission from anyone.

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners association shall be created and shall be created to create and maintain the Drainage Easements. The Association shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance obligations. The Association shall specifically contain provisions that if they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

This plan is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the attached map, subject to the Drainage and Detention Easement, shall be subject to the following conditions. In addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or improve any type of drainage structure, bridge, or other structure, the City shall be permitted to enter the City-owned Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each private owner shall keep the Drainage and Detention Easement clean and free of any obstruction, and shall be responsible for the maintenance of the Easement. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the proper owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The occurrence of these conditions, or any other conditions, or any combination of these conditions, or any other phenomenon, or resulting from the failure of any structure, or structures, within the Easement.

CHECKED BY: DRF