

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS AND ADOBE HOLDINGS, INC.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Adobe Holdings, Inc., a Texas corporation (“Developer”).

WHEREAS, Developer is the owner of certain Property containing approximately 17.31 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit “A”** attached and incorporated herein by reference (the “Property”); and

WHEREAS, Developer plans to develop the Property into a residential subdivision to be known as Gifford Meadows, which subdivision will consist of eighty-five (85) lots (the “Project”) as depicted on the Final Replat of Gifford Meadows Section 2 Subdivision attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Plat”); and

WHEREAS, the Property is in a zoning district that does not typically permit development of lots of the size proposed by Developer; and

WHEREAS, Developer requested that the City approve and adopt an ordinance to rezone the Property and permit the development of the Project; and

WHEREAS, on October 13, 2020, the City approved Ordinance No. 20201013-016, (“Rezone Ordinance”) whereby the Property was rezoned from a Chapter 28 Zoning, Article III Zoning Districts, Section 28-45, SF-7.2 Single Family Residential 7-2 District to a Section 28-62 Planned Development Overlay District One (1) (the “Ordinance”) with additional district regulations attached in Exhibit “A” to the Ordinance in order to permit Developer to develop the Project in accordance with the Plat attached hereto as **Exhibit “B”**; and

WHEREAS, following passage of Ordinance, the Developer, and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code,

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

Definitions

The terms “Agreement”, “City”, “Developer”, “Gifford Meadows”, “Project” shall have the meanings provided in the recitals above, however “Property” is further defined as a residential subdivision which will consist of eighty-five lots developed on 17.31 acres of land described in

Exhibit “A”. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall have the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, and LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

HOA means the homeowners association(s) for the homes within the Property.

Utility Improvements means all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project.

Effective Date means the date of mutual execution by all necessary parties on this Agreement.

ARTICLE I

Covenants

1.01 **Permitted Uses.** The Project shall be limited to the development of single-family dwellings.

1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35’) or be more than two and one-half (2.5) stories tall.

1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat.

1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-62 Planned Development Overlay District One (1), and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

1.05 **Fees-in-Lieu.** The Developer agrees to pay City fees in lieu of dedication of park acres in the amount of Forty-Eight Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$48,875.00). The fee is calculated at the rate of eighty-five (85) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all eighty-five (85) residential lots prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

1.06 **CAF Fees.** Developer agrees to pay CAF fees. The CAF fees shall be in the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit “C”** and shall be paid to the City as set forth therein.

1.07 **Perimeter Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit “D”** attached hereto. Perimeter fencing shall be installed along the property lines of all lots and reserves with frontage along Gifford Road and South Downing Road. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap. All perimeter fencing as identified in **Exhibit “D”** shall be maintained by the HOA.

1.08 **Conduit.** Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

1.09 **Streetlights.** Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

1.10 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

1.11 **Notification.** The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Developer 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 for accomplishing such cure.

ARTICLE II

MATERIAL BREACH, NOTICE AND REMEDIES

2.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

(a) The parties acknowledge and agree that any material deviation 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 upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property 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. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;

3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

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 Agreement shall provide the remedies for such default.

2.02 Notice of Developer's Default.

(a) The City shall notify the Developer and any mortgagee of all or any part of the Property designated by Developer to receive such notices (a "Designated Mortgagee") 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 Developer 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 for accomplishing such cure.

(b) The City shall exercise good faith to 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 or a Designated Mortgagee. The alleged defaulting Developer 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 Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 2.04 and subsequently exercise the applicable remedy under Section 2.05.

Section 2.03 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 for accomplishing such cure.

(b) The Developer shall exercise good faith to 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. 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 2.04 and subsequently exercise the applicable remedy under Section 2.05.

Section 2.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 6.02 or 6.03, 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 fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

Section 2.05 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 2.04, 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 Developer.

(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 2.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Fort Bend County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE III

ADDITIONAL TERMS

3.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate fifteen (15) years from the date of execution.

3.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

3.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

3.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

3.05 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.

City: City of Angleton
Chris Whittaker
City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

Developer: Adobe Holdings, Inc.
Attn: David O. Rogers
1800 Augusta Drive, Suite 340
Houston, Texas 77057
Telephone No.: _____
Email: drogers@nationsdirectls.com

With copy to: J. Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024

3.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

3.07 **INDEMNIFICATION.** DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

3.08 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.

3.09 Any failure by a party hereto to insist upon strict performance by the other party of any 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, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

3.10 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.

3.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

3.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

3.13 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

3.14 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

3.15 The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

3.16 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

3.17 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

3.18 **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.

3.19 **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.

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

3.21 **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, City ordinances and laws of the State of Texas. 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 of such entity.

3.22 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

3.23 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2021,
by Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER

ADOBE HOLDINGS, INC.,
a Texas Corporation

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 2021, by _____, _____ of ADOBE HOLDINGS, INC, a Texas Corporation, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"

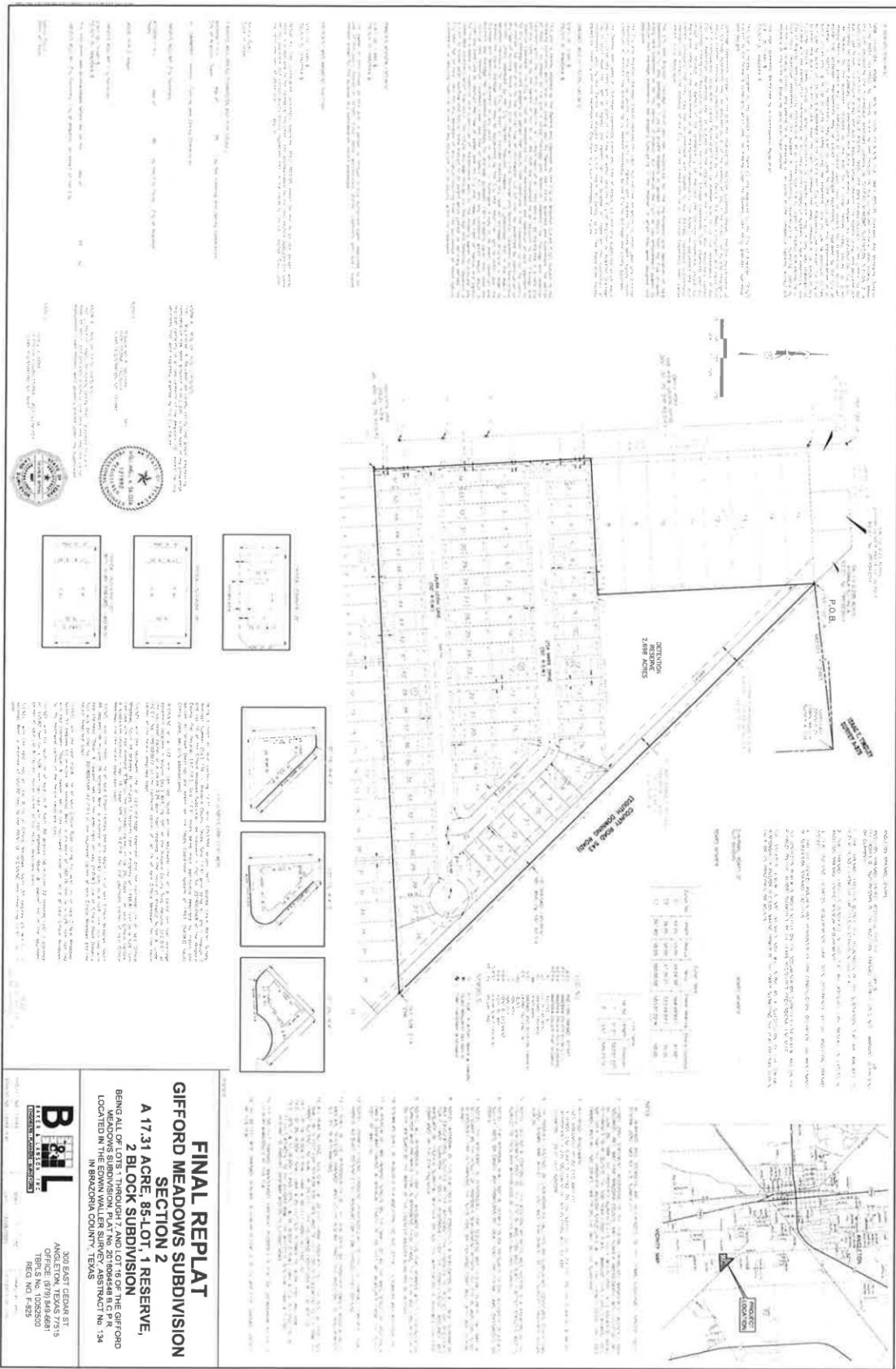
The Property

All of that certain tract of 17.31 acres of land described by metes and bounds on the preliminary plat attached hereto as Exhibit "B".

EXHIBIT “B”

The Plat

(See Attached)



THIS REPLAT IS A CORRECTIVE REPLAT OF THE GIFFORD MEADOWS SUBDIVISION, SECTION 2, BEING ALL OR PART OF THE EDWIN WALLER SURVEY, ABSTRACT NO. 134, LOCATED IN THE EDWIN WALLER SURVEY, ABSTRACT NO. 134, LOCATED IN BRAZORIA COUNTY, TEXAS.

THE PURPOSE OF THIS REPLAT IS TO CORRECT THE ERRORS AND OMISSIONS OF THE ORIGINAL PLAT AND TO RE-ESTABLISH THE CORRECT BOUNDARIES AND AREAS OF THE LOTS AND BLOCKS OF THE GIFFORD MEADOWS SUBDIVISION, SECTION 2.

THE REPLAT IS BASED UPON THE ORIGINAL PLAT AND THE SURVEY RECORDS OF THE BRAZORIA COUNTY CLERK'S OFFICE.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

THE REPLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF TEXAS AND THE COUNTY OF BRAZORIA.

B
LITTLE & LITTLE, INC.
REGISTERED PROFESSIONAL SURVEYORS

300 EAST CEDAR ST.
AMARILLO, TEXAS 79101
OFFICE (807) 848-6881
TELE (807) 848-6881
FAX (807) 848-6881

FINAL REPLAT
GIFFORD MEADOWS SUBDIVISION
SECTION 2
A 17.31 ACRE, 85+LOT, 1 RESERVE,
2 BLOCK SUBDIVISION
BEING ALL OR PART OF THE EDWIN WALLER SURVEY, ABSTRACT NO. 134
LOCATED IN THE EDWIN WALLER SURVEY, ABSTRACT NO. 134
IN BRAZORIA COUNTY, TEXAS

EXHIBIT “C”
CAF Fee Memo

(See attached)



Memo

Date: Wednesday, February 10, 2021

Project: Gifford Meadows Reserve Development

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton currently coordinating with a Developer on a tract of land that is referred to as Gifford Meadows Subdivision along Gifford Road, north of Gifford Lane and south of Cemetery Road (CR 216). The total development is projected be to 85 single-family homes on approximately 17.31 acres. Based on this information and using the planning criteria for water demand and sewer loading from the master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $85 \times 300 = 25,500$ gpd or 17.71 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 30.11$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 37.64$ gpm
- Water Model Run
 - A 12-inch water main runs along the west side of Gifford Road (see Exhibit #1 & #2). The proposed development plans show that two connections will be made to this 12-inch line to provide water service to the subdivision. The two connections will loop water line in the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the proposed water line in the Gifford Meadows Subdivision is connected and looped to this existing 12-inch water line.**
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, $85 \times 255 = 21,675$ gpd or 15.05 gpm
 - Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 60.21$ gpm

Page 1 of 3

- Wastewater Analysis
 - An analysis of the wastewater system discharged from the proposed development has been performed by reviewing the system route (See Exhibit #3).
 - A Peak Hour Wet Weather Flow (PF-4) was used to analyze the capacity used in each segment of wastewater line.
 - The development will be connected to the sanitary sewer system at the 12-inch gravity sewer main that runs along the west side of Gifford Road. The 12-inch gravity main along Gifford Road ultimately discharges into Lift Station No. 24 (also known as the Gifford Rd/Kadera Lift Station). The flow is pumped to an 18-inch gravity main that runs along the north side of Kadera Road.
 - The flow runs through the gravity sewer mains, ranging from 18-inch to 27-inch, which runs along Kadera Road to Shanks Road, and then the following courses: south along Shanks Road to E. Phillips Road, and then west along E. Phillips Road, and then north on Front Street (CR 288) into Lift Station No. 27 near the intersection of E. Phillips Road and Front Street (CR 288).
 - The flow from Lift Station No. 27 is discharged through a 12-inch force main which runs north along Front Street, and then west along Bryan Street, and discharges into a 30" gravity system on Bryan Street and continues to run west to the Oyster Creek WWTP.
 - **The model run also provided information that there is reserve capacity in the respective gravity and force main lines along the flow route.**

Capacity Acquisition Fee:

Please see Appendix A for the calculations for the Capacity Acquisition Fee.

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City
- Wastewater Service
 - Total Capacity of 12" Sanitary Sewer set at TCEQ minimum slope is approximately 705 gpm
 - Percentage utilization of 12" Sanitary Sewer for Gifford Meadows Subdivision is 8.54% (peak flow)
 - Total Capacity of 18" Sanitary Sewer set at TCEQ minimum slope is approximately 1,586 gpm
 - Percentage utilization of 18" Sanitary Sewer for Gifford Meadows Subdivision is 3.80% (peak flow)
 - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is approximately 2,820 gpm
 - Percentage utilization of 24" Sanitary Sewer for Gifford Meadows Subdivision is 2.13% (peak flow)
 - Total Capacity of 27" Sanitary Sewer set at TCEQ minimum slope is approximately 3,569 gpm

- Percentage utilization of 27" Sanitary Sewer for Gifford Meadows Subdivision is 1.69% (peak flow)
- Total Capacity of 30" Sanitary Sewer set at TCEQ minimum slope is approximately 4,406 gpm
 - Percentage utilization of 30" Sanitary Sewer for Gifford Meadows Subdivision is 1.37% (peak flow)
- Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is approximately 6,345 gpm
 - Percentage utilization of 36" Sanitary Sewer for Gifford Meadows Subdivision is 0.95% (peak flow)
- Total Firm Capacity (taken from Drawdown Testing) of LS No. 24 is approximately 344 gpm
 - Based on the capacity of the lift station, the percent utilization of LS No. 24 pumping capacity and 6" force main is approximately 17.48% (peak flow)
- Total Firm Capacity (taken from Drawdown Testing) of LS No. 27 is approximately 1,831 gpm
 - Based on the capacity of the lift station, the percent utilization of LS No. 27 pumping capacity and 12" force main is 3.29% (peak flow)
- Total Fee for wastewater service is \$2,065.65 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$2,602.35. The total fee for the projected 85 homes for Gifford Meadows Subdivision is approximately \$221,199.75.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water System Model Map – Pre-Development

Exhibit 2 – Water System Model Map – Post-Development

Exhibit 3 – Wastewater Model Trace and Capacity Map

APPENDIX A - PROPOSED COST PER CONNECTION

| Water Plants | | | | | | | | |
|--|------------------------------------|------------------|---------------------------------|---|------------------|-----------------------------------|------------------|--------------------------------|
| Asset Name | Current Construction Cost Estimate | Year Constructed | ENR Value for Construction Year | Estimated Construction Cost in Year of Construction | Number of Assets | Total Estimated Construction Cost | Production (gpd) | Cost per ESU (1 ESU = 300 gpd) |
| Henderson Water Plant | | | | | | | | |
| 1 MG GST | \$ 2,000,000 | 1988 | 4519 | \$ 825,992 | 1 | \$ 825,992 | | |
| 750 gpm pumps | \$ 51,250 | 2006 | 7751 | \$ 36,304 | 2 | \$ 72,608 | | |
| 850 gpm pumps | \$ 51,250 | 2010 | 8802 | \$ 41,227 | 3 | \$ 123,680 | | |
| Total Henderson Water Plant | | | | | | \$ 1,022,280 | 3,672,000 | \$83.52 |
| Chenango Water Plant | | | | | | | | |
| 1 MG GST | \$ 2,000,000 | 1953 | 600 | \$ 109,669 | 1 | \$ 109,669 | | |
| 850 gpm pumps | \$ 51,250 | 2005 | 7446 | \$ 34,875 | 3 | \$ 104,626 | | |
| Total Chenango Water Plant | | | | | | \$ 214,296 | 3,672,000 | \$17.51 |
| Jamison Water Plant | | | | | | | | |
| 450k GST | \$ 987,500 | 2009 | 8570 | \$ 773,430 | 1 | \$ 773,430 | | |
| 850 gpm pumps | \$ 51,250 | 2015 | 10035 | \$ 47,002 | 3 | \$ 141,005 | | |
| 10k Hydro Tanks | \$ 77,500 | 2009 | 8570 | \$ 60,700 | 2 | \$ 121,399 | | |
| Total Jamison Water Plant | | | | | | \$ 1,035,835 | 3,672,000 | \$84.63 |
| Water Well #11 | \$ 1,062,500 | 1985 | 4195 | \$ 407,347 | 1 | \$ 407,347 | 1,224,000 | \$99.84 |
| Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA) | | | | | | | | |
| | | | | | | | | \$0.94 |
| ²Total Estimated Cost Per Water Connection | | | | | | | | \$536.70 |

| Wastewater Plants | | | | | | | | |
|--|------------------------------------|------------------|---------------------------------|--|------------------|-----------------------------------|------------------|--------------------------------|
| Asset Name | Current Construction Cost Estimate | Year Constructed | ENR Value for Construction Year | ³ Estimated Construction Cost in Year of Construction | Number of Assets | Total Estimated Construction Cost | Production (gpd) | Cost per ESU (1 ESU = 255 gpd) |
| Oyster Creek Sanitary Sewer Treatment Plant | \$ 36,000,000 | 1980 | 3237 | \$ 10,176,578 | 1 | \$ 10,176,578 | 3,600,000 | \$ 720.84 |

| Wastewater Infrastructure | | | | | | | | |
|--|------------------------------------|-----------------------|---------------------------------|--|---------------|-----------------------------------|-------------------|--------------------------------|
| Asset Name | Current Construction Cost Estimate | Est. Year Constructed | ENR Value for Construction Year | ³ Estimated Construction Cost in Year of Construction | % of Capacity | Total Estimated Construction Cost | Development ESU's | Cost per ESU (1 ESU = 255 gpd) |
| Gravity Sewer | | | | | | | | |
| 12" Main (1,670 LF) | \$ 125,250 | 1985 | 4195 | \$ 45,885 | 8.54% | \$ 3,918 | 85 | \$ 46.10 |
| 18" Main (3,925 LF) | \$ 804,625 | 2004 | 7115 | \$ 499,948 | 3.80% | \$ 18,976 | | \$ 223.24 |
| 24" Main (935 LF) | \$ 210,375 | 2004 | 7115 | \$ 130,715 | 2.13% | \$ 2,791 | | \$ 32.83 |
| 27" Main (2,575 LF) | \$ 708,125 | 2004 | 7115 | \$ 439,989 | 1.69% | \$ 7,422 | | \$ 87.32 |
| 30" Main (7,345 LF) | \$ 2,166,775 | 1998 | 5920 | \$ 1,120,191 | 1.37% | \$ 15,306 | | \$ 180.07 |
| 36" Main (20 LF) | \$ 6,800 | 2004 | 7115 | \$ 4,225 | 0.95% | \$ 40 | | \$ 0.47 |
| Total Gravity Sewer | | | | | | \$ 48,453 | | \$ 570.04 |
| Force Main | | | | | | | | |
| 6" Force Main (410 feet) | \$ 20,250 | 1985 | 4195 | \$ 7,418 | 17.48% | \$ 1,296 | | \$ 15.25 |
| 12" Force Main (7,745 feet) | \$ 1,278,000 | 1998 | 5920 | \$ 660,707 | 3.29% | \$ 21,717 | | \$ 255.49 |
| Total Force Main | | | | | | \$ 23,013 | | \$ 270.74 |
| Lift Station | | | | | | | | |
| No. 24 | \$ 550,000 | 1978 | 2776 | \$ 133,333 | 17.48% | \$ 23,301 | | \$ 274.13 |
| No. 27 (2-Daily Pumps & 2 Storm Pumps) | \$ 1,150,000 | 1998 | 5920 | \$ 594,533 | 3.29% | \$ 19,542 | | \$ 229.90 |
| Total Lift Station | | | | | | \$ 42,842 | | \$ 504.03 |
| Total Wastewater Infrastructure | | | | | | \$ 114,309 | | \$ 1,344.81 |

| | | | | | | | | |
|---|--|--|--|--|--|--|--|-------------------|
| Total Estimated Cost Per Wastewater Connection | | | | | | | | \$2,065.65 |
|---|--|--|--|--|--|--|--|-------------------|

¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

² The cost shown is the adopted flat fee per ESU for water service.

³ The cost shown is taken by dividing the current construction cost estimate by the estimated 2020 ENR Value of 11451.

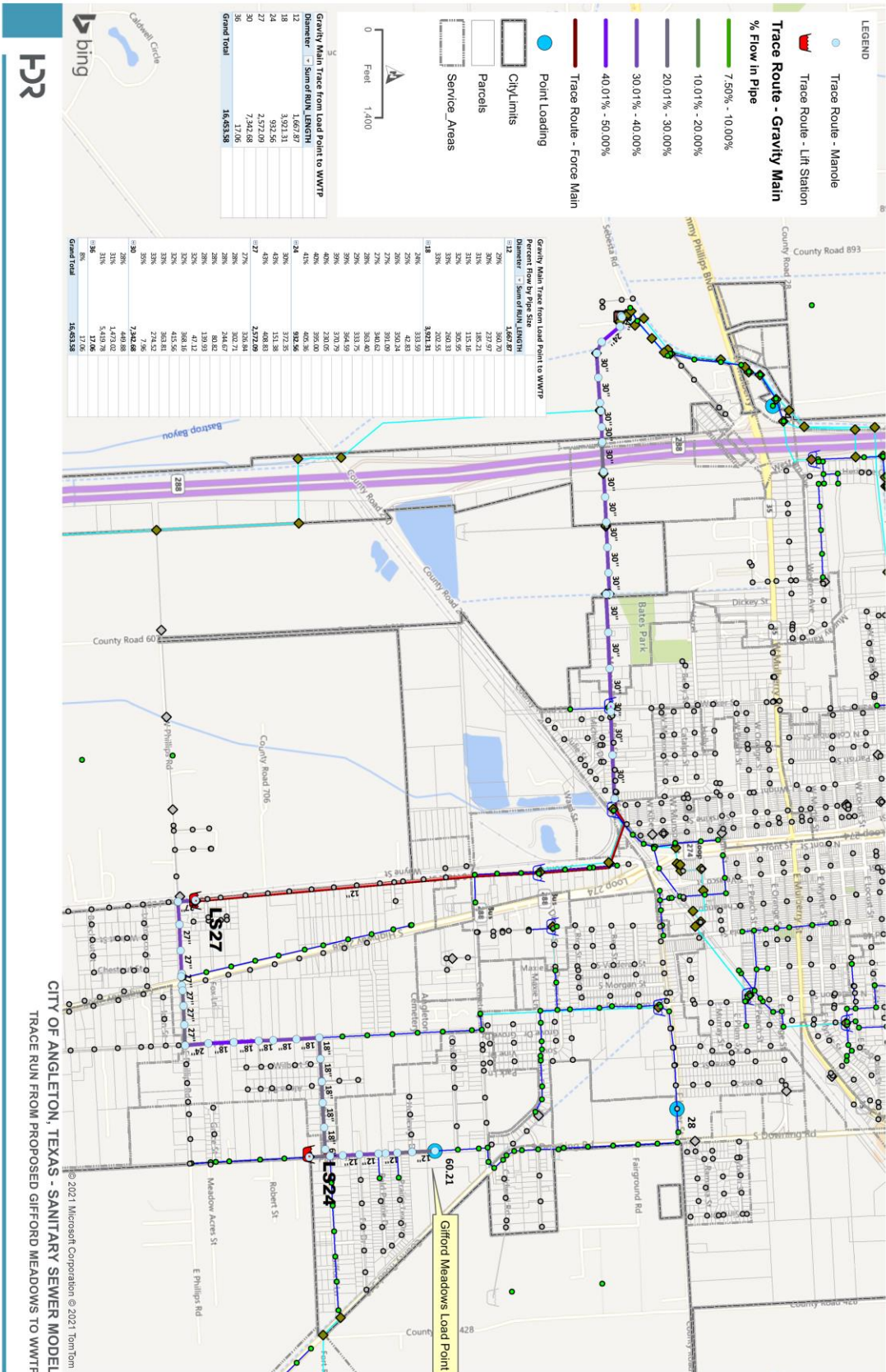


EXHIBIT “D”
Perimeter Fences
(See Attached)

