

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §



KEITH BONNER, COUNCIL PLACE 1
 DAVID LANDS, COUNCIL PLACE 2
 HARRY OPLIGER, COUNCIL PLACE 3
 CARMYN ROBEY-ROBINSON, COUNCIL PLACE 4
 CRYSTAL SARMIENTO, COUNCIL PLACE 5
 GARRETT ROSSI KNOX, COUNCIL PLACE 6

DAN DAVIS, MAYOR
 DAN JOHNSON, CITY MANAGER
 TAMMY BELL, CITY SECRETARY



**NOTICE OF A CITY COUNCIL MEETING
 OF THE CITY OF MANVEL
 February 2, 2026**

**NOTICE IS HEREBY GIVEN
 5:00 P.M. WORKSHOP – 6:00 P.M. REGULAR SESSION**

Taxpayer Impact Statement

This statement shows the estimated annual property tax bill for a median-valued homestead in Manvel (\$359,719), comparing the previous FY tax rate, the no-new-revenue rate, and the adopted tax rate for FY 2025-2026.

Tax Rate Scenario	Tax Rate per \$100 Valuation	Estimated Annual Tax Bill	Difference from Previous FY
FY 2024-25	\$0.560000	\$2,014.43	—
No-New-Revenue Rate	\$0.539339	\$1,940.10	-\$74.33
Adopted Rate FY 2025-26 – \$0.56	\$0.560000	\$2,014.43	No change



Adopted Budget

A physical copy is available at City Hall and online at <https://cityofmanvel.news/AdoptedBudgetFY25-26>

QR to Budget

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Manvel City Council will convene a regular meeting at the Manvel City Hall, located at **20031 Hwy 6, Manvel Tx 77578** for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The City Council of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

This facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpreter services must be made 48 hours prior to the meeting. Please contact the City Secretary at 281-489-0630 x6 for further information.

CITY OF MANVEL MISSION STATEMENT

The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.

Workshop Session

Presentation by Perdue Brandon Fielder Collins & Mott LLP on Delinquent Tax Collections.

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Opliger

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Presentations

Recognition - Fire Prevention Coloring Contest Winners:

Ellie Villatoro

Arav Makam

Proclamation

Black History Month - February 2026

Public Comments: "Comment Card" Required

Members of the public with business before the board, NOT scheduled on the agenda as a public hearing (that have submitted a public comment card) may have three (3) minutes to address the board. o The board may not participate in any discussion and cannot vote on the subject you present unless it is listed on the agenda as an action item.

City Manager Update

Update on current events and city issues.

Consent Agenda

1. Acceptance of the meeting minutes to date.
2. Approve second and final reading of Ordinance 2026-O-04;
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. "UTILITIES" BY AMENDING SECTION 71-2. *TAP AND INSPECTION FEES*. PERTAINING TO TEMPORARY CONSTRUCTION AND BULK WATER METER INSTALLATION, RENTAL, AND RELOCATION FEES; AMENDING SECTION 71-12. *SECURITY DEPOSITS* TO INCREASE THE DEPOSIT REQUIREMENT FOR TEMPORARY CONSTRUCTION METERS; AMENDING SECTION 71-13. *REQUIREMENTS FOR SERVICE*. TO REDUCE THE ALLOWABLE AMOUNT OF LEAD CONTAINED IN ANY PIPE OR PIPE FITTING; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.
3. Acceptance of infrastructure for Water, Sanitary Sewer, Drainage Facilities, and Paving and Appurtenances to Serve Dogwood Avenue - Segment for MUD 83 and begin the two (2) year maintenance period.
4. Acceptance of infrastructure for Water, Sanitary Sewer, Drainage Facilities, and Paving and Appurtenances to Serve Valencia Section 13 for MUD 83 and begin the two (2) year maintenance period.
5. Acceptance of infrastructure for Water, Sanitary Sewer, Drainage Facilities, and Paving and Appurtenances to Serve Valencia Section 14 for MUD 83 and begin the two (2) year maintenance period.

6. Acceptance of infrastructure for Water, Sanitary Sewer, Drainage Facilities, and Paving and Appurtenances to Serve Valencia Section 15 for MUD 83 and begin the two (2) year maintenance period.
7. Acceptance of infrastructure for Meridiana Detention Basin W and Earthwork for MUD 57 and begin the two (2) year maintenance period.
8. Acceptance of infrastructure for MUD 57 for Water Distribution, Wastewater Collection, Storm Water Facilities, and Paving to serve Kreuzer Street & Meridiana Parkway Utility Extension and begin the two (2) year maintenance period.
9. Acceptance of the 2025 Racial Profiling Report.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve Resolution 2026-R-08;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR ZONING, PLATTING, BUILDING, UTILITIES, AND FIRE SAFETY AND PREVENTION AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND OTHER RELATED MATTERS.
2. Consideration and possible action to direct staff on a Municipal Utility District (MUD) Policy; update provided from the City Attorney.
3. Consideration and possible action to approve the first of two readings of Ordinance No. 2024-O-28;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:
 - (1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and
 - (2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and
 - (3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and
 - (4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

(Forwarded with 7/0 favorable recommendation by PD&Z on July 22, 2024; City Council Public Hearing held on August 5, 2024; First reading of the Ordinance postponed).

- 4. Consideration and possible action to direct staff on removing fees for the following; (Requested by Councilmember Opliger and Councilmember Sarmiento)
 - A) Alarm Registrations
 - B) Animal Registrations

Executive Session

City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.074; "Personnel Matters - to deliberate the appointment, employment, evaluation, and duties of a public officer or employee".

Discussion regarding applicants for appointment to the Planning Development & Zoning Commission, including applicant status, communications, interview preparation, and discussion of service expectations and duties as they relate to the evaluation and appointment of board members.

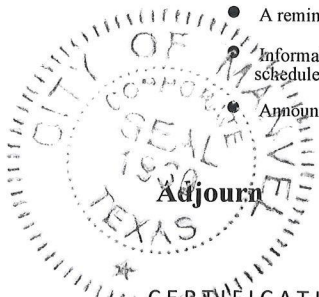
Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.



Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on January 27, 2026 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 3 business days preceding the scheduled day of the meeting.

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS



CITY COUNCIL DATA SHEET

MEETING DATE: January 20, 2026

Regular Agenda

TOPIC:

Ordinance 2026-O-04 – Amendment to the Utility Ordinance

BACKGROUND:

**Proposed Utility Ordinance Updates
Chapter 71 – Utilities**

Purpose

To strengthen oversight of temporary construction and bulk water use, align deposit amounts with actual risk and cost, modernize public health standards, and ensure the City is fully protected when providing utility services.

Summary of Proposed Updates

1. Temporary Construction & Bulk Water Meters

What's changing

- Clarifies deposits, meter rental fees, relocation fees, and formal agreements before water use.

Benefit to the City

- Prevents water loss and unauthorized use.
- Ensures the City recovers costs for water consumption, equipment, and damage.
- Provides clear enforcement authority and consistent treatment across projects.

2. Increased Security Deposit for Temporary Construction Meters

What's changing

- Increases the deposit for temporary construction meters from **\$750 to \$1,400**.
- Aligns deposits with the higher risk of nonpayment, equipment damage, and extended usage.

Benefit to the City

- Reduces financial exposure from unpaid bills or damaged infrastructure.
- Ensures deposits better reflect actual costs and risk.
- Protects utility ratepayers from absorbing losses tied to construction activity.

3. Reduced Allowable Lead Content in Plumbing Materials

What's changing

- Lowers the allowable lead content in pipes and fittings to **0.25%**, consistent with current state standards.
- Applies to all improvements connected to the City's water system.

Benefit to the City

- Aligns the ordinance with current Texas Administrative Code requirements.
- Strengthens public health protections.
- Reduces long-term liability related to water quality and regulatory compliance.

RECOMMENDATION:

Staff recommends approval

- **If Approved:**

- The **second and final reading** of the ordinance will be placed on the **February 2, 2026 City Council agenda**.
- A companion **Resolution amending the City's fee schedule** will also be presented to formally adopt the updated fees and deposits associated with the ordinance changes.

Upon final approval, the ordinance amendments and updated fee schedule will take effect as provided in the adopting documents and be incorporated into the City's utility operations and billing processes.

ATTACHMENTS: Ordinance 2026-O-04

SUBMITTING STAFF MEMBER Operations Superintendent Ernie Means	CITY MANAGER APPROVAL:
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ORDINANCE NO. 2026-O-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. “UTILITIES” BY AMENDING SECTION 71-2. *TAP AND INSPECTION FEES*. PERTAINING TO TEMPORARY CONSTRUCTION AND BULK WATER METER INSTALLATION, RENTAL, AND RELOCATION FEES; AMENDING SECTION 71-12. *SECURITY DEPOSITS* TO INCREASE THE DEPOSIT REQUIREMENT FOR TEMPORARY CONSTRUCTION METERS; AMENDING SECTION 71-13. *REQUIREMENTS FOR SERVICE*. TO REDUCE THE ALLOWABLE AMOUNT OF LEAD CONTAINED IN ANY PIPE OR PIPE FITTING; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, pursuant to **Texas Water Code** § 13.042, the governing body of each municipality has exclusive original jurisdiction over all water and sewer utility rates, operations, and services provided by a water and sewer utility within its corporate limits;

WHEREAS, pursuant to **Tex. Loc. Gov’t Code** § 552.001(b), a municipality is permitted to operate and regulate a utility system “in a manner that protects the interests of the municipality”;

WHEREAS, the City Council of the City of Manvel seeks to exercise its exclusive original jurisdiction over water and sewer utilities and amend the provisions pertaining to temporary construction and bulk water meter installation, rental, and relocation fees, and increasing the deposit requirement for temporary construction meters; and

WHEREAS, the City Council deems the new fees and deposits to be fair, just, and reasonable; and

WHEREAS, the City Council seeks to amend section 71-13 by reducing the amount of allowable lead in any pipe or pipe fitting, to comply with the Texas Administrative Code; and

WHEREAS, the revisions to the city’s utility ordinance are deemed to be in the best interest of the City of Manvel; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. "Utilities", Section 71-2. *Tap and inspection fees*. to read and provide as follows:

"Chapter 71 UTILITIES

ARTICLE I. IN GENERAL

...

Sec. 71-2. Tap and inspection fees.

(a) *Water connection fees (residential and commercial users).*

- (1) Water users shall be connected to the city's water system by the city in accordance with city policy. Prior to the connection of a residential or commercial user to the city's water system, a connection fee assessed in accordance with the following fee schedule shall be paid to the city to cover the cost of making said connection and the cost of materials. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the connection to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the connection fee, upon failure of the user to complete the repairs on a timely manner, the city's operator will make such repairs and the user shall have the city's cost of the repairs billed to them on the next month's water and/or sewer bill.

WATER CONNECTION FEE SCHEDULE

Single-family residential:

Meter Size Cost

3/4" \$550 plus ½ cost of any required bore

>3/4" \$750 plus ½ cost of any required bore

Multifamily residential and non-residential: Meter size and cost will be based on the individual needs of the facility based on engineering requirements.

- (2) No person shall receive or use city water services unless a water meter has been properly and lawfully installed for such user. Each single-family dwelling, each multifamily residential building, and each commercial user, receiving city water services, shall have at least one meter, and shall have a water bill for at least one user. Each single-family dwelling receiving city water services shall be a separate single-family residential user, regardless

of whether the dwelling is owned or rented alone or together with other residential or business units. This chapter does not prohibit multiple meters for one building.

(b) *Sewer connection fees (residential and commercial).*

(1) Sewer users shall be connected to the city's sewer system by the city in accordance with city policy. Prior to the connection of a residential or commercial user to the city's sewer system, a connection fee assessed in accordance with the following fee schedule shall be paid to the city to cover the cost of making said connection and the cost of materials. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the connection to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the connection fee, upon failure of the user to complete the repairs on a timely manner, the city's operator will make such repairs and the user shall have the city's cost of the repairs billed to them on the next month's water and/or sewer bill.

SEWER CONNECTION FEE SCHEDULE

Single-family residential: \$750 plus ½ cost of any required bore.

Multifamily residential and non-residential: Cost will be based on the individual needs of the facility based on engineering requirements.

(2) No person shall receive or use city sewer services unless a sewer tap has been properly and lawfully installed for such user. Each single-family dwelling, each multifamily building, and each commercial user receiving city sewer services, shall have at least one sewer tap, and shall have a sewer bill for at least one user. Each single-family dwelling receiving city sewer services shall be a separate single-family residential user, regardless of whether the dwelling is owned or rented alone or together with other residential or business units. This chapter does not prohibit multiple sewer taps for one building.

(c) *Nontaxable entity water tap.* Prior to the connection of a commercial user that is exempt from the payment of ad valorem property taxes under state law, a tap fee equal to the city's actual cost of installing the tap, meter and any necessary service lines plus such user's pro rate share of the city's actual cost of the facilities necessary to provide city services to such user that are financed or to be fully or partially financed by the city's tax bonds (as determined by the city's consultants and approved by the city council) shall be paid to the city. The user shall also be responsible for repairing or restoring any yards, sidewalks, streets or other improvements affected by the installation of the tap to the satisfaction of the city's inspector within 30 days of the installation. Notwithstanding that repair or restoration costs are part of the tap fee, upon failure of the user to complete the repairs timely, the city's operator will make such repairs and the user shall have three times the city's cost of doing the repairs billed to them on a monthly water and sewer bill.

(d) *Temporary construction and bulk water meters.* All temporary service shall be metered and billed to the temporary customer as provided herein.

(1) During construction of residential or commercial buildings, or related infrastructure or development, a builder or contractor may use water from a fire hydrant only after paying

the account set-up fee, installation fee, and deposit (as stated in the city's most recently adopted fee schedule resolution) to the city for installation of a temporary meter. Such deposit will be returned after the builder or contractor completes all construction unless the deposit described herein is applied by the city to pay for the cost of water usage by a builder, contractor, or their agent and/or the cost of repair of any damage to the hydrant or other city facilities caused by a builder, contractor, or their agent. The cost of water shall be billed at commercial rates.

(2) In addition to water provided pursuant to construction, a party may purchase water in bulk from the city, if available as determined by city. Bulk water rates shall apply to the temporary use of water from a city flushing valve or city fire hydrant or other appurtenances of the city's water system, and such sale shall be conditioned upon satisfying the following conditions:

a. Bulk water may only be purchased after execution of a fire hydrant use agreement between the city and the bulk water purchaser (guarantor), in form approved by the city attorney;

b. The guarantor shall first make a deposit and pay the installation fee to the city as specified in section 71-12 and the city's most recently adopted fee schedule as security for payment of the water and only after the deposit and installation fee is made can the city install the fire hydrant meter;

c. All water utilized by the guarantor shall be taken through the fire hydrant meter, and shall be paid for by the guarantor;

d. Guarantor shall pay the water meter base charge and rates to include the monthly meter rental rate as provided in this section and/or the city's most recently adopted fee schedule resolution;

e. Only the city may install or relocate the meter. The guarantor may request the city to relocate the meter to a different location only after paying the relocation fee as specified in the city's most recently adopted fee schedule;

f. The guarantor acknowledges and stipulates that the water meter base charge shall be due and payable to the city as provided herein regardless of whether any water is actually utilized by the guarantor.

(3) All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the city's system without prior approval of the city, except for emergency fire-fighting purposes, is prohibited.

(e) *Prefacility inspection.* All builders or contractors for property owners within the city must contact the city operator prior to starting any work on property within the city to do an inspection to verify city facilities. If any city facility is either damaged or cannot be located, the operator will make necessary repairs or locate and make visible at the expense of the city. A copy of the inspection will be given to the builder's or contractor's representative. After the inspection and any necessary work is completed, the builder or contractor will then be responsible for paying the costs of all damages, adjustments, relocations and repairs found during the final site survey. The cost for each inspection shall be as provided for in the city's most recently adopted fee schedule resolution.

(f) *Facility inspection.* After construction has been completed on the property, but before service is transferred to a user, the city operator will conduct a final site survey to reinspect the water tap,

meter and all other city facilities on the property for a fee which shall be collected at the time the tap fee is paid.

The property owner, builder or contractor will be held responsible for any damages or adjustments to city facilities and the cost of repairing, adjusting or relocating the facilities (the "backcharges") before service shall be initiated to a user. If any reinspections of the facilities are required to ensure that the city's facilities are repaired, relocated or adjusted, a fee shall be charged for each such reinspection before service will be transferred to a subsequent user. Payment of the backcharges, or any inspection or reinspection fees, shall be made on or before the last day of the month for said charges. The city may withhold the provision of service to the property or to the other property owned by any user, property owner, builder or contractor who has failed to timely pay the backcharges or any inspection or reinspection fee, including specifically the provision of additional taps; provided, however, the city shall follow the notification procedures set forth in this chapter prior to withholding the provision of service.

(g) *Grease interceptor inspections.* Any user responsible for a discharge requiring a grease interceptor/trap and sampling well shall provide equipment and facilities of a type and capacity approved by the city, locate the grease interceptor/trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition. It shall be the responsibility of the user to maintain and service such user's interceptor/trap. All interceptors shall be cleaned a minimum of once every four months. For each grease interceptor/trap installed, there shall be charged a flat rate inspection fee. The operator may, as he deems necessary, reinspect a grease interceptor/trap that he suspects is not being maintained properly at any time, and each such reinspection shall be charged a fee per reinspection.

(h) *Sewer and water complaints.* Any user reporting a water or sewer problem must first assess if the leak/blockage is on the city-side or consumer-side of the connection. If the leak/blockage location is not easily determined, a city employee may be sent to inspect the problem. If the problem is determined to be the city's responsibility, city assets will be called out and repairs will be made accordingly. If, however, the city employee determines the problem is on the consumer side, repairs will be the responsibility of the user. A fee for time required for the inspection may be assessed on a user for repeated complaints where the problem is not on the city's side of the connection.

(i) *Fees.* All fees in this section shall be as provided for in the city's most recently adopted fee schedule resolution."

Section 2. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. "Utilities", Section 71-12. *Security deposits.* to read and provide as follows:

“Sec. 71-12. Security deposits.

(a) *Security deposits.* A deposit shall be charged to all new users in the city as follows:

Residential owner: \$75.00

Residential renter: \$200.00

Commercial—1" meter or smaller: \$200.00 deposit

Commercial—2" meter or larger: \$400.00 deposit

Temporary construction meter: [~~\$750.00~~] \$1,400.00 deposit

Bulk water purchase (residential): \$1,000.00

Bulk water purchase (commercial/pipeline): \$5,000.00

Such sums shall be required prior to service being initiated and shall be held by the city as a deposit to assure prompt payment of all charges for utility service. No interest will be allowed on such deposits.

(b) *Deposit transfers.* Security deposits may not be transferred from one user to another; however, a user who moves from one address to another within the city may have the security deposit from the account at the previous address transferred to the account at the new address.

(c) *Builder deposits.* A \$500.00 deposit shall be required of a builder at the time a request for each initial water tap is made for a residence, commercial building, or other structure in the city. Said deposit will be refunded by the city upon transfer of the account from such builder to a homeowner; provided, however that the deposit shall be forfeited as a penalty in the event any provision of this article or the city's policy manual regarding sanitary sewer facilities, service lines and connections, as may be amended from time to time, is violated. The deposit described herein may be applied by the city to the cost of repair of any damage caused to city property by the builder or builder's agent, whereupon it will be the builder's responsibility to reinstate the original amount of the deposit prior to the city's operator making any additional water taps for said builder.

(d) *Initial application documentation and leasehold customers.*

(1) In order to obtain new utility service or to transfer existing service, each person or entity applying for service shall present the City of Manvel with a copy of the deed or other document showing ownership of the real property to which the utility service is to be provided. The application and customer's contract for service must be in the same name as the property owner.

(2) If the person or entity applying for service is leasing from the property owner, or is otherwise authorized by the property owner to contract for service but is not the property owner (e.g., an executor, trustee), then a written lease in the name of the customer and signed by the customer and the landlord is required.

(3) If the customer has no written lease, or other written authorization satisfying the city, the customer shall provide the City of Manvel with a signed copy of an "Affidavit of Lease Agreement" on the form presented by the City of Manvel. Such affidavit shall be signed by the customer/tenant and the landlord and such affidavit must be dated within the last 30 days.

(4) Only the customer/tenant listed in the affidavit or lease shall be eligible to have the utility service placed into their name.

(5) A customer that has a balance owed on the utility account cannot switch utility service from one name to another name listed in the affidavit or lease without the account being paid in full.

(6) If there is a balance owed on a utility account, a new applicant for service at the same premises cannot contract for utility service without the account being paid in full if the new applicant was on the lease with, or lived with, the prior delinquent account customer at that location.”

Section 3. The Code of Ordinances of the City of Manvel, Texas is hereby amended by amending Chapter 71. “Utilities”, Section 71-13. *Requirements for service.* to read and provide as follows:

“Sec. 71-13. Requirements for service.

- (a) *Platting requirement.* Prior to initial connection to the city's water or sewer system, a user shall submit to the city's operator proof that the user's property has been platted in accordance with the city ordinances. Acceptable proof of platting includes a copy of the recorded plat or a certificate that the property is legally exempt from the platting process. All properties that are built on prior to water and sewer service being available to that property are exempt from the platting requirement.
- (b) *Permits.* Any applicant requesting connection to the city's system must have obtained all necessary permits. The city may require proof that a permit has been obtained or requirement for such permit has been waived.

- (c) *Plumbing material restrictions.* The use of the following materials are prohibited in any and all improvements connected to the city's water system:
 - (1) Any pipe or pipe fitting which contains more than ~~eight~~ .25 percent lead; and
 - (2) Any solder or flux which contains more than 0.2 percent lead.
- (d) *Approval of plans.* Before any connection, other than a single-family residential user connection, is made to the city's water, sewer, or drainage system, or before any reconnection is made, the person requesting such connection shall submit to the city's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water of effluent and the proposed points of connection to the city's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the city's operator. Any modifications of such plans shall require re-approval by the city's engineer. The city reserves the right to require removal of any connection made in violation of this section.
- (e) *Access to premises.* The city will have the right of access to the customer's premises at all times reasonable for the purpose of installing, inspecting or repairing water and sewer mains or other equipment used in connection with its provision of water and sewer service, or for the purposes of removing its property and disconnecting lines and for all other purposes, to protect the health and welfare of its customers.

...

Secs. 71-15—71-31. Reserved.”

Section 4. **Penalty.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 5. **Repealer.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. **Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part

declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2026.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____, 2026.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

- This request form, along with any required documents must be sent to permits@cityofmanvel.com no later than **8 business days** before the proposed date of infrastructure acceptance by City Council (meeting date).
- Inspection (final walk) of the infrastructure proposed to be accepted **must be completed and approved** prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after** the paper copy of the Maintenance Bond has been delivered to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for Initial Acceptance Final Acceptance (Bond Release)

Project Name: Dogwood Avenue - Segment B

Project Type: WS&D, Paving, Other | Total Project Cost: \$3,440,000.00

MUD (if applicable): BCMUD No. 83

MyGov Permit No.: 24-001164 Inspection (Final Walk) Approval Date: 12/22/25

Proposed Acceptance Date (Council Meeting Date): 2/2/26

Approved Plat Name: Final Plat of Pollard Boulevard, Charlotte Street, and Dogwood Avenue Street Dedication

REQUESTER CONTACT INFORMATION

Name & Company Name: Valerie Lizak with LJA Engineering

Email: vlizak@lja.com Phone No. 713-380-4420

INFRASTRUCTURE ACCEPTANCE CHECKLIST: (Please check applicable items in the following checklist)

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Valerie Lizak Date: 01/21/26



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Dogwood Avenue - Segment B

Project Cost: \$3,440,000.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8", 16"	Water Line Length: 64', 609'
Sanitary Line Size: 8", 18"	Sanitary Line Length: 20', 658'
Storm Line Size: 24", 36"	Storm Line Length: 432', 255'

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Dogwood Avenue	747.54'	80'	7"
Kitchens Street	160.87'	90'	7"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Valerie Lizak

Company Name: LJA Engineering

Email: vlizak@lja.com Ph: 713-380-4420



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

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- Inspection (final walk) of the infrastructure proposed to be accepted **must be completed and approved** prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance (Bond Release)**

Project Name: Valencia Section 13

Project Type: WS&D, Paving, Other | Total Project Cost: \$3,440,000.00

MUD (if applicable): BCMUD No. 83

MyGov Permit No.: 24-002570 Inspection (Final Walk) Approval Date: 11/19/25

Proposed Acceptance Date (Council Meeting Date): 1/5/26

Approved Plat Name: Final Plat of Valencia Section 13

REQUESTER CONTACT INFORMATION

Name & Company Name: Valerie Lizak with LJA Engineering

Email: vlizak@lja.com Phone No. 713-380-4420

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Valerie R. Lizak Date: 12/16/25



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Valencia Section 13

Project Cost: \$3,440,000.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8"	Water Line Length: 2,716'
Sanitary Line Size: 8"	Sanitary Line Length: 2,998'
Storm Line Size: 24", 30", 36", 42", 48", 5'X4', 6'X4'	Storm Line Length: 970', 198', 46', 750', 578', 503', 214'

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Kitchens Street	143.96'	90'	6"
Pulp Davison Drive	362.17'	60'	6"
Ruby Red Street	335.76	60'	6"
Pink Lemon Drive	542.25'	60'	6"
Murcott Drive	684.41'	60'	6"
Valencia Tangelo Street	717.11'	60'	6"
Grand Martin Street	348.28'	60'	6"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Valerie Lizak

Company Name: LJA Engineering

Email: vlizak@lja.com Ph: 713-380-4420



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

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- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance (Bond Release)**

Project Name: Valencia Section 14

Project Type: WS&D, Paving, Other | Total Project Cost: \$3,230,000.00

MUD (if applicable): Brazoria County Municipal Utility District No. 83

MyGov Permit No.: #24-002869 Inspection (Final Walk) Approval Date: January 20, 2026

Proposed Acceptance Date (Council Meeting Date): February 2, 2026

Approved Plat Name: Final Plat of Valencia Section 14

REQUESTER CONTACT INFORMATION

Name & Company Name: Alicia Garcia w/ LJA Engineering, Inc.

Email: aligarcia@lja.com Phone No. 281-822-7105

INFRASTRUCTURE ACCEPTANCE CHECKLIST: (Please check applicable items in the following checklist)

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Alicia Garcia Date: 01/20/2026



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS *(To be filled in by requestor)*

Project Name: Valencia Section 14

Project Cost: \$3,230,000.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8"	Water Line Length: 3,441'
Sanitary Line Size: 8"	Sanitary Line Length: 3,628'
Storm Line Size: 24", 30", 36", 5'X4'	Storm Line Length: 1,365', 853', 374', 1,249'

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Grand Martin Street	1,229.04'	28'	6"
Davis Field Drive	150.00'	<small>70' (includes 20' median)</small>	6"
Pistachio Way	719.94'	28'	6"
Levoy Lemon Lane	721.43'	28'	6"
Golden Oliver Drive	652.96'	28'	6"
Bradley Seed Lane	300.61'	28'	6"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Alicia Garcia

Company Name: LJA Engineering, Inc.

Email: aligarcia@lja.com Ph: 281-822-7105



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
F: 281-668-5061

INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

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- For Initial Acceptance, this form must be submitted **on the same day or after the paper copy of the Maintenance Bond has been delivered** to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance (Bond Release)**

Project Name: Valencia Section 15

Project Type: WS&D, Paving, Other | Total Project Cost: \$1,435,000.00

MUD (if applicable): Brazoria County Municipal Utility District No. 83

MyGov Permit No.: #24-002460 Inspection (Final Walk) Approval Date: January 20, 2026

Proposed Acceptance Date (Council Meeting Date): February 2, 2026

Approved Plat Name: Final Plat of Valencia Section 15

REQUESTER CONTACT INFORMATION

Name & Company Name: Alicia Garcia w/ LJA Engineering, Inc.

Email: aligarcia@lja.com Phone No. 281-822-7105

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	<input checked="" type="checkbox"/>
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	<input checked="" type="checkbox"/>
• Physical copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• PDF Copy of Two-year maintenance bond (100% of the total cost)	<input checked="" type="checkbox"/>
• Updated Original Tax Certificate (showing no delinquent taxes)	<input checked="" type="checkbox"/>
• As-built Plans (PDF)	<input checked="" type="checkbox"/>
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	<input type="checkbox"/>

Notes (if any): _____

Requester Signature: Alicia Garcia Date: 01/21/2026



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: Valencia Section 15

Project Cost: \$1,435,000.00

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size: 8"	Water Line Length: 1,743'
Sanitary Line Size: 8"	Sanitary Line Length: 2,109'
Storm Line Size: 24", 30", 36"	Storm Line Length: 620', 246', 258'

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness
Davis Field Drive	733.30'	Varies	6"
Rainbow Blossom Path	581.48'	28'	6"
Lemon Lorraine Drive	557.12'	28'	6"
Citrus Booth Lane	276.81'	28'	6"

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: Alicia Garcia

Company Name: LJA Engineering, Inc.

Email: aligarcia@lja.com Ph: 281-822-7105



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



DEVELOPMENT SERVICES

20025 HIGHWAY 6
MANVEL, TX 77578
P: 281-489-0630
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INFRASTRUCTURE ACCEPTANCE REQUEST FORM

INSTRUCTIONS

- This request form, along with any required documents must be sent to permits@cityofmanvel.com no later than **8 business days** before the proposed date of infrastructure acceptance by City Council (meeting date).
- Inspection (final walk) of the infrastructure proposed to be accepted must be completed and approved prior to submitting this form.
- For Initial Acceptance, this form must be submitted **on the same day or after** the paper copy of the Maintenance Bond has been delivered to Permits Department at City Hall Annex, 20025 Highway 6, Manvel, TX. 77578.
- Include a **copy of this form as cover sheet** when submitting paper copy of the maintenance bond.
- For Final Acceptance, provide accurate plat name below to avoid delay in plat recordation.

PROJECT DETAILS: This is a request for **Initial Acceptance** **Final Acceptance** (Bond Release)

Project Name: _____

Project Type: WS&D, Paving, Other | Total Project Cost: _____

MUD (if applicable): _____

MyGov Permit No.: _____ Inspection (Final Walk) Approval Date: _____

Proposed Acceptance Date (Council Meeting Date): _____

Approved Plat Name: _____

REQUESTER CONTACT INFORMATION

Name & Company Name: _____

Email: _____ Phone No. _____

INFRASTRUCTURE ACCEPTANCE CHECKLIST: *(Please check applicable items in the following checklist)*

Required Documents	Check
➤ <i>Inspection (final walk) is complete and approved with no outstanding punch list items</i>	
➤ <i>Initial Acceptance required documents have been submitted or are provided with this form</i>	
• Physical copy of Two-year maintenance bond (100% of the total cost)	
• PDF Copy of Two-year maintenance bond (100% of the total cost)	
• Updated Original Tax Certificate (showing no delinquent taxes)	
• As-built Plans (PDF)	
➤ <i>Final Acceptance to release maintenance Bond. No Document Required.</i>	

Notes (if any): _____

Requester Signature: Dane Kendall Date: _____



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: _____

Project Cost: _____

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size:	Water Line Length:
Sanitary Line Size:	Sanitary Line Length:
Storm Line Size:	Storm Line Length:

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: _____

Company Name: _____

Email: _____ Ph: _____



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: _____

TOPIC: Requesting Acceptance of Public Infrastructure Improvements

Project Name: _____

This is a request for: **Initial Acceptance** (Start 2-year maintenance period)
 Final Acceptance (Bond Release)

MUD District: _____

BACKGROUND:

City Staff has approved the final walk through on this project for the civil site work.
The applicant has submitted the Two-Year Maintenance Bond
The As-Built Construction Plans have been submitted
This is a Final Acceptance and release of associated Maintenance Bond.

STAFF RECOMMENDATION:

Staff recommends approval of this request: YES NO

Notes (if applicable):

ATTACHMENTS: Request Form and Project Details

FUNDING ISSUES

- ___ Not applicable
- ___ Not budgeted
- ___ Full amount already budgeted
- ___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER

PUBLIC WORKS DIRECTOR APPROVAL _____

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



INFRASTRUCTURE ACCEPTANCE PROJECT DETAILS

PROJECT DETAILS (To be filled in by requestor)

Project Name: _____

Project Cost: _____

Project Type: WS&D, Paving, Other _____

WS&D Total Quantity (ft & in)

Water Line Size:	Water Line Length:
Sanitary Line Size:	Sanitary Line Length:
Storm Line Size:	Storm Line Length:

Other Quantities: _____

Street Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Sidewalk Total Quantity (ft & in) by Street name (if applicable)

Street Name	Length	Width	Thickness

Prepared by: _____

Company Name: _____

Email: _____ Ph: _____



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: February 2, 2026

TOPIC: Manvel Police Department 2025 Racial Profiling Report

BACKGROUND

In accordance with the Code of Criminal Procedure Article 2.134, **Compilation and Analysis of Information Collected**, I am presenting the **2025 Racial Profiling Report**. Attached is the compiled data collected throughout the 2025 reporting year.

Law enforcement agencies are required to gather, compile, and analyze data from self-initiated traffic stops. Additionally, agencies must submit a completed report to the **Texas Commission on Law Enforcement** and present it to the governing body by **March 1st** each year.

RECOMMENDATION The staff recommends approval.

ATTACHMENTS 2025 Racial profiling report as submitted to TCOLE.

FUNDING ISSUES

- Not applicable
- Not budgeted
- Full amount already budgeted
- Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Keith Traylor

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

Racial Profiling Report | Full

Agency Name: MANVEL POLICE DEPT.
Reporting Date: 01/21/2026
TCOLE Agency Number: 039214

Chief Administrator: THOMAS K TRAYLOR

Agency Contact Information:
Phone: (281) 489-1212
Email: ktraylor@manvelpd.org

Mailing Address:
6605 MASTERS RD, MANVEL, TX, 775784728

This Agency filed a full report

MANVEL POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MANVEL POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MANVEL POLICE DEPT. if the individual believes that a peace officer employed by the MANVEL POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MANVEL POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the MANVEL POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MANVEL POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Michelle Vela
Executive Assistant

Date: 01/21/2026

Total stops: 11527

Street address or approximate location of the stop

City street	4617
US highway	0
County road	2103
State highway	4745
Private property or other	62

Was race or ethnicity known prior to stop?

Yes	24
No	11503

Race / Ethnicity

Alaska Native / American Indian	10
Asian / Pacific Islander	955
Black	4557
White	5122
Hispanic / Latino	883

Gender

Female	4396
Alaska Native / American Indian	2
Asian / Pacific Islander	272
Black	1961
White	1929
Hispanic / Latino	232
Male	7131
Alaska Native / American Indian	8
Asian / Pacific Islander	683
Black	2596
White	3193
Hispanic / Latino	651

Reason for stop?

Violation of law	62
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	21
White	30

Hispanic / Latino	4
Preexisting knowledge	63
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	23
White	27
Hispanic / Latino	9
Moving traffic violation	5945
Alaska Native / American Indian	7
Asian / Pacific Islander	595
Black	2504
White	2506
Hispanic / Latino	333
Vehicle traffic violation	5457
Alaska Native / American Indian	3
Asian / Pacific Islander	349
Black	2009
White	2559
Hispanic / Latino	537
Was a search conducted?	
Yes	308
Alaska Native / American Indian	0
Asian / Pacific Islander	13
Black	173
White	82
Hispanic / Latino	40
No	11219
Alaska Native / American Indian	10
Asian / Pacific Islander	942
Black	4384
White	5040
Hispanic / Latino	843
Reason for Search?	
Consent	47
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	15
White	21

Hispanic / Latino	7
Contraband	8
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	6
White	1
Hispanic / Latino	0
Probable	191
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	129
White	39
Hispanic / Latino	16
Inventory	44
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	14
White	16
Hispanic / Latino	13
Incident to arrest	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	5
Hispanic / Latino	4

Was Contraband discovered?

Yes	187
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	104
White	58
Hispanic / Latino	19
No	121
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	69
White	24
Hispanic / Latino	21

Did the finding result in arrest?
(total should equal previous column)

Yes	0	No	0
Yes	1	No	0
Yes	18	No	6
Yes	10	No	9
Yes	7	No	5

Description of contraband	
Drugs	102
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	68
White	23
Hispanic / Latino	7
Weapons	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	5
Hispanic / Latino	4
Stolen property	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Other	67
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	28
White	30
Hispanic / Latino	7
Result of the stop	
Verbal warning	655

Alaska Native / American Indian	1
Asian / Pacific Islander	57
Black	245
White	320
Hispanic / Latino	32
Written warning	7686
Alaska Native / American Indian	6
Asian / Pacific Islander	680
Black	3097
White	3566
Hispanic / Latino	337
Citation	3025
Alaska Native / American Indian	3
Asian / Pacific Islander	216
Black	1141
White	1186
Hispanic / Latino	479
Written warning and arrest	64
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	28
White	24
Hispanic / Latino	11
Citation and arrest	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	4
Hispanic / Latino	10
Arrest	72
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	35
White	22
Hispanic / Latino	14
Arrest based on	
Violation of Penal Code	67
Alaska Native / American Indian	0
Asian / Pacific Islander	2

Black	32
White	21
Hispanic / Latino	12
Violation of Traffic Law	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	9
Hispanic / Latino	15
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	62
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	34
White	20
Hispanic / Latino	8

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	11527
Alaska Native / American Indian	10
Asian / Pacific Islander	955
Black	4557
White	5122
Hispanic / Latino	883

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

MANVEL POLICE DEPT.

01. Total Traffic Stops:	11527	
02. Location of Stop:		
a. City Street	4617	40.05%
b. US Highway	0	0.00%
c. County Road	2103	18.24%
d. State Highway	4745	41.16%
e. Private Property or Other	62	0.54%
03. Was Race known prior to Stop:		
a. NO	11503	99.79%
b. YES	24	0.21%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	10	0.09%
b. Asian/ Pacific Islander	955	8.28%
c. Black	4557	39.53%
d. White	5122	44.43%
e. Hispanic/ Latino	883	7.66%
05. Gender:		
a. Female	4396	38.14%
i. Alaska/ Native American/ Indian	2	0.02%
ii. Asian/ Pacific Islander	272	2.36%
iii. Black	1961	17.01%
iv. White	1929	16.73%
v. Hispanic/ Latino	232	2.01%
b. Male	7131	61.86%
i. Alaska/ Native American/ Indian	8	0.07%
ii. Asian/ Pacific Islander	683	5.93%
iii. Black	2596	22.52%
iv. White	3193	27.70%
v. Hispanic/ Latino	651	5.65%
06. Reason for Stop:		
a. Violation of Law	62	0.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	7	11.29%

Racial Profiling Analysis Report

iii. Black	21	33.87%
iv. White	30	48.39%
v. Hispanic/ Latino	4	6.45%
b. Pre-Existing Knowledge	63	0.55%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	6.35%
iii. Black	23	36.51%
iv. White	27	42.86%
v. Hispanic/ Latino	9	14.29%
c. Moving Traffic Violation	5945	51.57%
i. Alaska/ Native American/ Indian	7	0.12%
ii. Asian/ Pacific Islander	595	10.01%
iii. Black	2504	42.12%
iv. White	2506	42.15%
v. Hispanic/ Latino	333	5.60%
d. Vehicle Traffic Violation	5457	47.34%
i. Alaska/ Native American/ Indian	3	0.05%
ii. Asian/ Pacific Islander	349	6.40%
iii. Black	2009	36.82%
iv. White	2559	46.89%
v. Hispanic/ Latino	537	9.84%
07. Was a Search Conducted:		
a. NO	11219	97.33%
i. Alaska/ Native American/ Indian	10	0.09%
ii. Asian/ Pacific Islander	942	8.40%
iii. Black	4384	39.08%
iv. White	5040	44.92%
v. Hispanic/ Latino	843	7.51%
b. YES	308	2.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	13	4.22%
iii. Black	173	56.17%
iv. White	82	26.62%
v. Hispanic/ Latino	40	12.99%
08. Reason for Search:		
a. Consent	47	0.41%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	8.51%
iii. Black	15	31.91%
iv. White	21	44.68%
v. Hispanic/ Latino	7	14.89%
b. Contraband in Plain View	8	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	12.50%
iii. Black	6	75.00%
iv. White	1	12.50%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	191	1.66%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	7	3.66%
iii. Black	129	67.54%
iv. White	39	20.42%
v. Hispanic/ Latino	16	8.38%
d. Inventory	44	0.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.27%
iii. Black	14	31.82%
iv. White	16	36.36%
v. Hispanic/ Latino	13	29.55%
e. Incident to Arrest	18	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	50.00%
iv. White	5	27.78%
v. Hispanic/ Latino	4	22.22%
09. Was Contraband Discovered:		
YES	187	1.62%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	6	3.21%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	0	
iii. Black	104	55.61%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	18	
Finding resulted in arrest - NO	6	
iv. White	58	31.02%
Finding resulted in arrest - YES	10	
Finding resulted in arrest - NO	9	
v. Hispanic/ Latino	19	10.16%
Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	5	
b. NO	121	1.05%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	7	5.79%
iii. Black	69	57.02%
iv. White	24	19.83%
v. Hispanic/ Latino	21	17.36%
10. Description of Contraband:		
a. Drugs	102	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	3.92%
iii. Black	68	66.67%
iv. White	23	22.55%
v. Hispanic/ Latino	7	6.86%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	3	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	13	0.11%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	30.77%
iv. White	5	38.46%

Racial Profiling Analysis Report

v. Hispanic/ Latino	4	30.77%
e. Stolen Property	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
f. Other	67	0.58%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	2.99%
iii. Black	28	41.79%
iv. White	30	44.78%
v. Hispanic/ Latino	7	10.45%

11. Result of Stop:

a. Verbal Warning	655	5.68%
i. Alaska/ Native American/ Indian	1	0.15%
ii. Asian/ Pacific Islander	57	8.70%
iii. Black	245	37.40%
iv. White	320	48.85%
v. Hispanic/ Latino	32	4.89%
b. Written Warning	7686	66.68%
i. Alaska/ Native American/ Indian	6	0.08%
ii. Asian/ Pacific Islander	680	8.85%
iii. Black	3097	40.29%
iv. White	3566	46.40%
v. Hispanic/ Latino	337	4.38%
c. Citation	3025	26.24%
i. Alaska/ Native American/ Indian	3	0.10%
ii. Asian/ Pacific Islander	216	7.14%
iii. Black	1141	37.72%
iv. White	1186	39.21%
v. Hispanic/ Latino	479	15.83%
d. Written Warning and Arrest	64	0.56%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.56%
iii. Black	28	43.75%
iv. White	24	37.50%
v. Hispanic/ Latino	11	17.19%

Racial Profiling Analysis Report

e. Citation and Arrest	25	0.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	44.00%
iv. White	4	16.00%
v. Hispanic/ Latino	10	40.00%
f. Arrest	72	0.62%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.39%
iii. Black	35	48.61%
iv. White	22	30.56%
v. Hispanic/ Latino	14	19.44%
12. Arrest Based On:		
a. Violation of Penal Code	67	0.58%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	2.99%
iii. Black	32	47.76%
iv. White	21	31.34%
v. Hispanic/ Latino	12	17.91%
b. Violation of Traffic Law	32	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	25.00%
iv. White	9	28.13%
v. Hispanic/ Latino	15	46.88%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	62	0.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	34	54.84%
iv. White	20	32.26%
v. Hispanic/ Latino	8	12.90%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	11527	100.00%
i. Alaska/ Native American/ Indian	10	0.09%
ii. Asian/ Pacific Islander	955	8.28%
iii. Black	4557	39.53%
iv. White	5122	44.43%
v. Hispanic/ Latino	883	7.66%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/21/2026



CITY COUNCIL DATA SHEET

MEETING DATE: February 2, 2026

Regular Agenda

TOPIC: 2026-R-08 Fee Schedule

Fee Schedule update from adopted Ordinance 2026-O-04 – Amendment to the Utility Ordinance

BACKGROUND:

Fee schedule amendment needed as a result of the adoption of the amended Utility Ordinance Chapter 71 – Utilities

Purpose

To strengthen oversight of temporary construction and bulk water use, align deposit amounts with actual risk and cost, modernize public health standards, and ensure the City is fully protected when providing utility services.

2. Increased Security Deposit for Temporary Construction Meters

What's changing

- Increases the deposit for temporary construction meters from \$750 to \$1,400
- Aligns deposits with the higher risk of nonpayment, equipment damage, and extended usage.

Tap and Inspection Fees (Sec. 71-2)		
Water Connection Fee Schedule		
	Meter size	Cost
Single-Family Residential	3/4"	\$550 plus 1/2 cost of any required bore
	>3/4"	\$750 plus 1/2 cost of any required bore
Sewer Connection Fee Schedule		
	Fee Type	Cost
Single-Family Residential	Connection Fee	\$750 plus 1/2 cost of any required bore
Multi-family Residential and Non-Residential	Connection Fee	Based on individual needs of the facility based on engineering requirements
Temporary Construction & Bulk Water Meters		
	Fee Type	Cost
Temporary meter & use of a fire hydrant wrench	Installation Fee	\$50 100.00 \$100.00
	Deposit	\$750 750.00 \$1400.00
Bulk Water	Water Meter Base Charge	\$100 100.00 Rental Per Month
	Rate per 1,000 gallons	\$10/per 1,000 gallons of water used 30.00 \$30.00
	Location Change	50.00 \$50.00 Per Occurrence

RECOMMENDATION:

Staff recommends approval

SUBMITTING STAFF MEMBER
Operations Superintendent
Ernie Means

CITY MANAGER APPROVAL:

Utility Fees - February 2, 2026

Resolution 2026-R-08

Exhibit C

Tap and Inspection Fees (Sec. 71-2)		
Water Connection Fee Schedule	Meter size	Cost
Single-Family Residential	3/4"	\$550 plus 1/2 cost of any required bore
	>3/4"	\$750 plus 1/2 cost of any required bore
Sewer Connection Fee Schedule		
Fee Type	Cost	
Single-Family Residential	Connection Fee	\$750 plus 1/2 cost of any required bore
Multi-family Residential and Non-Residential	Connection Fee	Based on individual needs of the facility based on engineering requirements
Temporary Construction & Bulk Water Meters		
Fee Type	Cost	
Temporary meter & use of a fire hydrant wrench	Installation Fee	50 \$100
	Deposit	750 \$1400
	Location Change	\$50.00 Per Occurance
Bulk Water	Water Meter Base Monthly Charge	100/Monthly
	Rate per 1,000 gallons	\$10 \$30/per 1,000 gallons of water used
Pre-facility Inspection	Inspection Fee	\$25
	Reinspection Fee	\$25
Grease Trap Inspections	Inspection Fee	\$35
	Reinspection Fee	\$40
Sewer and Water Complaints	If on consumer-side	\$40 per hour time required for inspection
Swimming Pool Inspections (Sec.71-6)		
Fee Type	Cost	
	Inspection Fee	\$40
Plumbing (Sec. 71-7)		
Fee Type	Cost	
Backflow Prevention Assemblies	Testing and Certification	\$75
Customer Service Inspections	Single-Family Residential Users	\$100
	Other Users	Determined on an individual basis
Final Plumbing Inspection	Single-Family Residential Users	\$50
	Other Users	Determined on an individual basis
Late Payments (Sec. 71-8)		
Fee Type	Cost	
	Certified Delinquent Letter Fee	\$10 for each notice of termination
Termination & Reconnection of Service (Sec. 71-9)		
Fee Type	Cost	
Reconnection	Reconnection Fee	\$50 plus \$75 security deposit, less prior security deposit on file
Vacation	Temporary Suspension & Reconnection	\$50 for meter pull and \$50 for reconnection
Returned Checks (Sec. 71-10)		
Fee Type	Cost	
	Returned check fee added to bill	\$25
New Account Fee (Sec. 71-11)		
Fee Type	Cost	
	New Account Setup Fee	\$20 (nonrefundable)
Security Deposits (Sec. 71-12)		
Fee Type	Cost	
Residential Owner	Security Deposit	\$75
Residential Renter	Security Deposit	\$200
Commercial - 1" meter or smaller	Security Deposit	\$200
Commercial - 2" meter or larger	Security Deposit	\$400
Temporary Construction Meter	Security Deposit	750 \$1400
Bulk Water Purchase (Residential)	Security Deposit	\$1,000
Bulk Water Purchase (Commercial/Pipeline)	Security Deposit	\$5,000
Builder Deposits	Security Deposit	\$500 at time a request for each initial water tap is made

Utility Fees - February 2, 2026

Resolution 2026-R-08

Exhibit C

*** Separate from fee schedule ***

****Water and Sewer Rates adopted by Ordinance 2022-O-21 (Effective 10/1/2022)****

*Water Rates (Monthly) (Sec. 71-4)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$28.36 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
*Sewer Rates (Sec. 71-5)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Multi-Family Residential Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$39.71 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons

RESOLUTION NO. 2026-R-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR ZONING, PLATTING, BUILDING, UTILITIES, AND FIRE SAFETY AND PREVENTION AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERE WITH; AND OTHER RELATED MATTERS.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. That certain “**FEE SCHEDULE – February 2, 2026,**” a true and correct copy of which is attached hereto as Exhibit “A,” **reflects no changes** and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 2. That certain “**FIRE PROTECTION AND PREVENTION – June 2, 2025**” fee schedule, a true and correct copy of which is attached hereto as Exhibit “B,” **reflects no changes** and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 3. That certain “**UTILITY FEES” – February 2, 2026,**” a true and correct copy of which is attached hereto as Exhibit “C,” and for all things is made a part of this Resolution, is hereby in all things adopted.

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

RESOLVED, this the _____, day of _____, 2026.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

CITY OF MANVEL
FEE SCHEDULE FEBRUARY 2, 2026
RESOLUTION 2026-R-08
(Exhibit C Amended)

“Certain Manvel Residents” are defined as individuals who are seeking construction of a single-family residential structure that the resident intends to occupy as his/her residence. [Ordinance No. 2023-O-05 Proposition B”

ZONING

OCCUPANCY PERMITS, NON-RESIDENTIAL	
CHANGE OF USE / TENANCY	\$150.00
REGISTRATION FOR NEWLY ANNEXED BUSINESSES	\$0
TEMPORARY BUSINESS PERMITS	\$50.00
INTERPRETATION FROM ZONING OFFICIAL	\$50.00
RE-ZONING APPLICATION	\$1,800.00
SPECIFIC USE PERMIT FEE	\$1,500.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS	\$750.00
APPEAL TO THE ZONING BOARD OF ADJUSTMENTS – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
PLANNED UNIT DEVELOPMENT (PUD)	
PUBLIC NOTICE FEE	\$150.00
SMALL PUD	\$4,000.00
MEDIUM PUD	\$4,000.00 plus \$40.00/acre
LARGE PUD (LESS THAN 1,000 ACRES OR GREATER)	\$10,000.00 plus \$30.00/acre
LARGE PUD (GREATER THAN 1,000 ACRES)	\$20,000.00 plus \$20.00/acre
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT	\$500.00

PLATS

PRELIMINARY PLAT	\$750.00
	+ \$10/lot and \$15/acre or fraction in reserves
PRELIMINARY PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
FINAL PLAT	\$750.00
	+ \$25 / LOT and \$15/acre or fraction in reserves
FINAL PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00
MASTER PLAN	
50 ACRES TO 100 ACRES	\$1,000.00
101 ACRES OR MORE	\$2,000.00
REPLATTING CHARGES WHEN A PUBLIC HEARING IS HELD	
WITH NOTIFICATION	\$75.00
Advertising Fee	\$75.00
Per Mailing Notification Fee	\$1.00
WITHOUT NOTIFICATION	\$75.00
REPLATTING CHARGES WITH A PUBLIC HEARING IS HELD – CERTAIN MANVEL RESIDENTS (**PROP B)	
WITH NOTIFICATION	\$0.00
Advertising Fee	\$0.00
Per Mailing Notification Fee	\$0.00
WITHOUT NOTIFICATION	\$0.00

DEVELOPMENT PLAT	\$750.00	PLUS \$15/ACRE
DEVELOPMENT PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MINOR PLAT OR AMENDING PLAT	\$500.00	
MINOR PLAT OR AMENDING PLAT – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
PLAT EXTENSION (6 MONTHS)	NO CHARGE	
RECORDING FEES WITH BRAZORIA COUNTY - ACTUAL COST OF RECORDING, PLUS	\$30.00	
PLAT RE-SUBMITTAL	\$200.00 each	
PLAT RE-SUBMITTAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00 each	
VARIANCE TO THE SUBDIVISION ORDINANCE	\$500.00	
VARIANCE TO THE SUBDIVISION ORDINANCE – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL	\$200.00	
MODIFICATION TO THE DESIGN CRITERIA MANUAL – CERTAIN MANVEL RESIDENTS (**PROP B)	\$0.00	

ENGINEERING

PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC. \$500.00 base plus \$50.00 per document page larger than legal size sheets	
RESUBMITTALS FOR PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS (After second submittal) \$250.00 base plus \$10.00 per document page	
PLAN REVIEW FOR BINDERS (every ten (10) sheets equal 1 document page) \$500.00 base plus \$5.00 per legal size or smaller sheets	
CIVIL SITE IMPROVEMENTS, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC. \$1,000.00 flat fee for projects up to and including \$100,000.00. Over \$100,000.00- \$1,000.00 plus \$8.00 for each thousand over \$100,000.00	
RE-CHECK FEE or VERIFICATION OF CORRECTIONS	\$250.00

ENVIRONMENTAL HEALTH

Onsite Septic System permits	
Residential	\$360.00
Commercial	\$460.00
On site evaluation	\$105.00/hr
(This will be an inspection to make sure a septic system is working properly)	

These updated OSSF fees will go into effect October 1, 2024

BUILDING - ALL PERMITS EXPIRE AT 180 DAYS UNLESS NOTED OTHERWISE

CONSTRUCTION PERMITS RESIDENTIAL AND COMMERCIAL

Minimum permit fee \$50.00
 Commercial Construction Permit Application Fee (values greater than \$10,000) \$50.00
 \$15.00 for the first \$1,000.00 of construction value plus;
 \$5.00 per thousand, up to and including \$50,000.00
 \$260 for the first \$50,000.00 plus \$4 per additional thousand
 \$460 for the first \$100,000.00 plus \$3 per additional thousand
 \$1,660 for the first \$500,000.00 plus \$2 per additional thousand

Residential Construction Permit Application Fee \$0.40/sq. ft.

\$70.00 FOR DETACHED GARAGES OR NATIONALLY RECOGNIZED COST ESTIMATING BOOK

PLAN REVIEW FEE ½ OF THE BUILDING PERMIT FEE

RESIDENTIAL STREAMLINE PERMITS FEE FOR ELECTRICAL, PLUMBING AND HVAC; FEE WILL BE A MINIMUM OF 25 % OF THE BUILDING PERMIT FEE FOR EACH CATEGORY

REVIEW FOR ELEVATION CERTIFICATES INCLUDED IN NEW CONSTRUCTION PERMIT (3 TOTAL (at start, at pre-pour and final) PER CERTIFICATE \$50.00

REVIEW FOR ELEVATION CERTIFICATES NOT INCLUDED IN NEW CONSTRUCTION PER CERTIFICATE \$65.00

MANUFACTURED AND MODULER HOMES \$0.30/sq. ft.

IMPACT FEES: (2021-R-26)

Meter Size	Meter Type	Service Unit Equivalent	Impact Fees		
			Water	Wastewater	Total
3/4"	Displacement	1.0	\$2,441	\$7,107	\$9,548
1"	Displacement	1.6	\$3,906	\$11,371	\$15,277
1-1/2"	Turbine	4.0	\$9,766	\$28,428	\$38,194
2"	Turbine	6.4	\$15,625	\$45,484	\$61,109
3"	Displacement	12.8	\$31,251	\$90,969	\$122,220
4"	Displacement	20.0	\$48,830	\$142,140	\$190,970
6"	Displacement	40.0	\$97,660	\$284,280	\$381,940
8"	Displacement	64.0	\$156,256	\$454,848	\$611,104
10"	Displacement	92.0	\$224,618	\$653,844	\$878,462

****CARPORTS** (see below), POLE BARNs, SHEDs, ELEVATED DECKs 30" OR HIGHER, ETC... (NON-LIVING AREAS OVER 200 SQ FEET – OUTSIDE THE FLOOD ZONE)

(CARPORTS – metal pre-fab structure, open on all four sides, 400 sq. feet or less over parking area, does NOT require a permit)**

MINIMUM \$50.00
 Plus Plan Review (if required)

ADDITIONALLY, CARPORTS (DETACHED) OF AREA LESS THAN 600 SQUARE FEET ARE STILL REQUIRED TO BE PERMITTED, BUT ARE EXEMPT FROM THE PAYMENT OF THE PERMIT FEE, WITH THE FOLLOWING CONDITIONS: (SEE ORDINANCE 2016-O-05)

- 1) Less than 600 square feet in area; 2) Enclosed on no more than 2 sides; 3) Unfinished on the interior; 4) No utilities connected to the structure; 5) Can be used only for parking and limited storage and not used for habitation (no working, sleeping, living, cooking, or restroom areas); 6) Must be detached from residential structure; 7) Must be firmly anchored to prevent floatation, collapse, and lateral movement; 8) Must abide by the same setbacks as required by zoning on the property; 9) No elevation certificate is required; and 10) A site drawing (can be hand drawn) is required to show where the structure will be located.

FEE No Cost

ELECTRICAL AND PLUMBING PERMITS PULLED SEPARATELY, THE BASE FEE IS APPLIED, PLUS ANY ADDITIONAL COST ITEMS LISTED ON THE APPLICATION.

PLUMBING PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00

Medical Gas Permits would be pulled by a Master Plumber using the Plumbing Permit application.

ELECTRICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00

MECHANICAL PERMITS	BASE FEE	REPAIRS	\$100.00
		RESIDENTIAL (New & Add-Ons)	\$150.00
		COMMERCIAL (New & Add-Ons)	\$200.00

RENEWAL BUILDING PERMITS			
		RESIDENTIAL INDIVIDUAL PERMIT	\$150.00
		NEW HOME PERMIT (4 PERMITS IN ONE)	\$300.00
		COMMERCIAL PERMIT	\$300.00

RE-INSPECTION FEES FOR FAILED WITH PENALTY (PAYABLE IN ADVANCE)			
		RESIDENTIAL	\$50.00
		COMMERCIAL	\$100.00

PERMITS	Residential/ General Fee	Commercial	Notes
Culvert (Per Crossing)	\$100.00	\$100.00	
Demolition permits	\$50.00	\$50.00	
Display permits (per unit)	\$50.00		Annual renewal from date of issue. Inspections done on anchoring and location of display. Electrical permits pulled separately
Driveways	\$100.00	\$150.00	
Driveways (TXDOT)		\$500.00	Commercial properties fronting on a State maintained road
Development Permit (in Floodplain)	No Charge		Property located in a floodplain or property not in a floodplain that has reached 20 loads with approved permit.
Development Permit (outside Floodplain)	No Charge		Property outside the floodplain up to 20 loads
Extended Stay Permit	\$50.00		Must be approved by PD & Z prior to permit issuance

Fence	\$25.00	\$25.00	
Irrigation (Base)	\$140.00	\$200.00	
Pond permits	\$50.00	N/A	
Roofing Permits	\$50.00		
Sign Permits	\$100.00		
Review fee	\$50.00		
Sign Permit – Misc.	\$-0-	N/A	Political and non-profit signs
Swimming Pool (Based on value of Pool)			Electrical and plumbing can be included in one permit, fee is based on a minimum of 25 % of the permit fee
Water Wells	\$50		

TREE REMOVAL FEE FOR PROTECTED TREES (Ord 2025-O-14)

Oak (all variety), Pecan, Magnolia, and Elm

1 - 14 Trees	\$50.00/per tree
15 or more Trees	\$750.00/total

ANNUAL PERMITS

EXPIRE ON DEC. 31ST EACH YEAR

	<u>FEE</u>	<u>NOTES</u>
Ambulance Provider License	\$500.00	
EMS Vehicle (per Ambulance Charge)	\$100.00	
Beer and Wine		not to exceed ½ of TABC license fee
Burn (Residential)	\$15.00	
<u>Manufactured Home Community</u>		
Annual Fee	\$100.00	
Plus per space fee	\$5.00	
<u>Pet Registration** (Police Dept.)</u>		**The pet licenses expire one year from the <u>date of issue.</u>
If spayed or neutered	\$5.00	
without proof not spayed or neutered	\$10.00	
Pet impound fee (first day)	\$30.00	
Each additional day impound	\$5.00	
<u>Animal Ordinance Fees</u>		
<u>Seller's Permit</u>	\$0 per litter	
<u>Petting Zoo</u>	\$0 Annually	
<u>Adoption</u>	\$35 per adoption	
<u>Rescuer's Permit</u>	\$0	The rescuer's permit is a mere paperwork registration, permitting to exceed the seven (7) animal limit.

<u>ROW (Ordinance 2011-O-22)</u>		
Use of public right-of-way or City property Right-of way crossing	\$1,000.00	(per crossing per year)
Right-of way, first year per rod	\$21.00	
Annual renewal, per rod	\$7.50	
 <u>RV Park License</u>		
Annual fee	\$100.00	
Plus per space fee	\$5.00	
 <u>Solicitor Permit</u>		
30 day renewal, passport picture required	\$50.00	First Person Additional
	\$25.00	Person
Storage Facility	\$250.00	
Wrecker Permits - Per wrecker charge	\$100.00	
Hotel Operation License*	\$100.00	

***Annual permit expires per adopted ordinance**

Coin Operated Machine Tax	\$50.00	per Machine
 <u>Health Inspections/Permits</u>		
Mobile Food Unit	\$200.00	per Unit
Food Establishment – Small (< 1,000 sf.)	\$200.00	Bi-Annual Site Inspection
Food Establishment – Medium (1,001-10,000 sf.)	\$400.00	Bi-Annual Site Inspection
Food Establishment – Large (>10,000 sf.)	\$600.00	Bi-Annual Site Inspection
Non-Profit Organizations*	\$100.00	Bi-Annual Site Inspection
Day Care Center	\$150.00	Bi-Annual Site Inspection
Group Residence (institution)	\$150.00	Bi-Annual Site Inspection
Ownership Change Food Establishment		
Small (full year July 1 st to December 31 st)	\$200.00	Site Inspection
Medium (full year July 1 st to December 31 st)	\$400.00	Site Inspection
Large (full year July 1 st to December 31 st)	\$600.00	Site Inspection
Small (6 months – January 1 st to June 30 th)	\$100.00	Site Inspection
Medium (6 months – January 1 st to June 30 th)	\$200.00	Site Inspection
Large (6 months – January 1 st to June 30 th)	\$300.00	Site Inspection
Non-Profit Organizations (full year July 1 st to December 31 st)	\$100.00	Site Inspection
Non-Profit Organizations (6 months – January 1 st to June 30 th)	\$50.00	Site Inspection
Day Care Center (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Day Care Center (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Group Residence (full year July 1 st to December 31 st)	\$150.00	Site Inspection
Group Residence (6 months – January 1 st to June 30 th)	\$75.00	Site Inspection
Temporary Food Establishment	\$50.00	Site Inspection
Re-Inspections	\$150.00	Re-Inspection
Owner Initiated Inspection	\$150.00	Re-Inspection
*supporting documentation required		

SPECIAL EVENT PERMIT

Type A Special Event	\$100.00 per event
Type B Special Event	\$50.00 per event
Type C Special Event (Recurring Activity)	\$25.00 per event

OUTDOOR FACILITY USE

Other Governmental Bodies	No Fee
Non-Profits	\$25.00
Public Use	\$50.00
Refundable Damage Deposit for Non-Profits	\$50.00
Refundable Damage Deposit for Public Use	\$100.00
Public Use Events requiring outdoor water usage	\$50.00

FRANCHISE FEES (Pipeline Ordinance 2011-O-22)

Pipeline Registration Fee	\$100.00
Deposit	\$5,000.00
Franchise Administrative Application fee	\$500.00
City Inspection Fee	\$150.00 / HR

FRANCHISE FEES (Solid Waste Ordinance 2024-O-04)

Roll-Off Registration	\$15% (of gross receipts collected)
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OIL AND GAS WELLS (Oil and Gas Well Ordinance 2015-O-26)

Filing Fee	\$1,000.00
Additional filing fee	\$500.00

RENTAL REGISTRATION AND INSPECTIONS (Rental Ordinance 2013-O-06)

Annual Rental Permit Fee	\$50.00 per unit
Initial inspection, re-inspection	no charge
All subsequent re-inspections	\$250.00
Untimely registration fee from 10/1/2013	
Within 30 days after date set in section 17-426	\$300.00
after 30 th day before 60 th day set in section 17-426	\$375.00
after 60 th day set in section 17-426	\$450.00
Failure to register mandatory inspection fee (includes initial inspection and one re-inspection)	\$500.00
Additional Re-Inspections	\$250.00

SMALL CELL WIRELESS FACILITIES (Ordinance 2017-O-30) Application Fee

<u>Network Node</u>	<u>Fee</u>	
Fee per application for up to 5 network nodes	\$500.00	
Additional network nodes (up to 30 per application) support pole	\$250.00	
Node support pole (per application for each pole)	\$1,000.00	
<u>Transport Facility</u>		
Fee per application	\$500.00	1-5 network nodes
Additional network nodes	\$250.00	1-30 additional nodes

Annual Small Cell Wireless Facilities Fee (Ordinance 2017-O-30)

Network node per network site support pole	\$250.00
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No separate rate from the network node annual fee (each support pole should have a network node attached) Transport facility per app. \$28.00/Monthly (for each network node site, unless an equal or greater amount is paid to the City Under chapter 283, Tex. Loc. Gov. Code or Chapter 66, Tx. Util. Code)

ALARMS (PERMITTED THROUGH THE MANVEL POLICE DEPARTMENT)

Burglar and Fire Alarm Systems (expire on December 31st each year)

Residential Permit	\$50.00 annually	<i>*change of resident will require a new permit</i>
	Pro-Rated Residential Alarm Permit	
	\$50.00 from January 1 st to March 31 st	
	\$25.00 from April 1 st to September 30 th	
	\$12.50 from October 1 st to December 31 st plus annual fee	
Commercial Permit	\$100.00 annually	<i>*change of occupancy will require a new permit</i>
	Pro-Rated Commercial Alarm Permit	
	\$100.00 from January 1 st to March 31 st	
	\$50.00 from April 1 st to September 30 th	
	\$25.00 from October 1 st to December 31 st plus annual fee	

False Alarms

Burglar	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period
Fire	\$50.00	Fee charged for more than 3 false alarms but fewer than 6 within 12 month period
	\$75.00	Fee charged for more than 5 false alarms but fewer than 8 within 12 month period
	\$100.00	Fee charged for 8 or more false alarms within 12 month period

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

Fee taken upon submittal of Burglar and Fire Alarm Systems Permit for Residential and Commercial Business

<u>Fingerprint Fee</u>	Resident	\$5.00
	Non-Resident	\$10.00

CITY OF MANVEL PAYMENT OPTIONS AND CREDIT CARD PROCESSING FEES

Municipal Court (Cash and Credit Cards – No checks accepted)

In person - Credit Card Convenience Fee	3.5 % of total transaction.
On line Credit Card Convenience Fee	\$6.50
Night Court payment paid through Square Incorporated	\$3.00 per \$100.00

Permit Department (Cash, credit cards and checks accepted)

Credit Card Convenience Fee	3.25% of total transaction
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Police Department

Court payment paid thru Square Incorporated	\$3.00 per \$100.00
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Utility payments (Cash, check and on-line through TX eCommerce)

Fire Safety and Prevention
Resolution 2025-R-11
Exhibit B -- June 2, 2025

Permit Type	Additional Information	Fee
Certificate of Occupancy (Change of Occupancy)	Fire Final Inspection	\$150.00
Re-inspection		\$100.00
Open Burning		
Commercial (Trench Burn Only)	Site inspection	\$200.00
Residential Moved Under Annual Operational permit	Site inspection	-\$15.00
Prescribed Burn	Site Inspection	\$400.00
Fire Inspections		
Construction Site Offices / Trailers / Containers (Inspection required)	One Time Service	\$150.00
Construction Site Fuel Tanks (Inspection required)	One Time Service Per Tank	\$100.00
Fireworks Display / Show	Per Site Per Event	\$1,000.00
All Fire Plans Review Fees		
Fire Sprinkler System		
Plans Review Fee (First 100 Heads)	50% of total Permit Cost	\$200.00
Number of Sprinkler Head	Per Sprinkler Head over 100	\$5.00
Number of Tamper / Flow Devices	Per Tamper / Flow Device	\$5.00
Scope of Work Modification (Add, Relocate or Remove up to 19 Sprinkler Heads)		\$100.00
Jockey Pump & Fire Pump		\$50.00 \$100.00
Fire Pump Acceptance Test		\$100.00 \$150.00
Fire Pump Acceptance Test (Re-Test)		-\$150.00 \$200.00
Number of Hose Valves	Per Hose Valve	\$10.00
Combined Sprinkler and Standpipe	Per Combined Sprinkler & Standpipe	\$50.00
Hydrostatic Test	Fee will be charged for each test	\$100.00
Riser / FDC / PIV	Per Device	\$25.00
Fire Service Underground Main, Fire/Private Hdrants/Storage Tanks		
Plans Review Fee	50% of total Permit Cost	\$100.00
Fire Service Underground Main		\$100.00
Storage Tanks		\$150.00
Hydrant	Per Hydrant	\$50.00
Hydrostatic Test	Fee will be charged for each test \$100	\$150.00
Re-Test Fee		\$175.00 \$200.00
Fixed Suppression System (Commercial Cooking Hood, Spray Booth or Room)		
Plans Review Fee	50% of total Permit Cost	\$100.00
Automatic Fire-Extinguishing Systems	Fixed Systems	\$150.00
Number of Nozzles	Additional Per Head <u>2.00</u>	\$5.00
Number of Audio/ Visual Devices	Per Device	\$5.00
System Test		\$100.00
Re-Test Fee		\$175.00
Manual Pull Station	Per Pull Station	\$10.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B – September 18, 2023

Permit Type	Additional Information	Fee
Fire Alarm / Detection System & Access Control		
Plans Review Fee	50% of total Permit Cost	\$200.00
Number of Smoke Detectors	Per Device	\$5.00
Number of Duct Detectors	Per Device	\$5.00
Number of Heat Activated Devices	Per Device	\$5.00
Number of Manual Pull Devices	Per Device	\$5.00
Number of Releasing Devices	Per Device	\$5.00
Number of Audio/Visual Devices	Per Device	\$5.00
Number of Additional Devices (i.e. Relay/Modules, etc.)	Per Device	\$5.00
Number of Controllers	Per Device	\$5.00
Number of Keypads	Per Device	\$5.00
Number of Door Strike	Per Device	\$5.00
Number of Knox Switches	Per Device	\$5.00
Number of Miscellaneous Devices	Per Device	\$5.00
Fire Alarm Control Panel (FACP)	Per Device	\$25.00
Fire Alarm / Access Control System Acceptance Test		
Remote Annunciator	Each -\$50.00	\$25.00
Emergency Public Address	Per Floor	\$50.00
(For first 10 floors and \$5.00 per floor thereafter)	Per Floor	\$5.00
Re-Test Fee		\$175.00
Emergency Responder Radio Communications Systems (ERRCS)		
Plan Review Fee	50% of total Permit Cost	\$200.00
System Test		\$100.00
Re-Test Fee		\$175.00
Flammable and Combustible Liquids		
Plans Review Fee	50% of total Permit Cost	\$200.00
Pipeline		\$600.00
Aboveground Storage Tank Install		\$250.00
Aboveground Storage Tank Repair and/or Removal	Per Tank	\$100.00
Underground Storage Tank Install		\$400.00
Underground Storage Tank Repair and/or Removal	Per Tank	\$100.00
Construction Site Fuel Tank / Inspection Required	One Time Service Per Tank	\$100.00
Re-Test Fee		\$175.00
Oil/Gas Well Drilling	Construction Site	\$1,000.00
Oil/Gas Well Workover / Recompletions	Construction Site	\$500.00
Hazardous Materials	Storage	\$200.00
LP-Gas	Storage	\$100.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B - September 18, 2023

Permit Type	Additional Information	Fee
Compressed Gas, Hazardous Material and Industrial Ovens		
Plans Review Fee	50% of total Permit Cost ---	\$200.00
Compressed Gas	Per System	\$150.00
Hazardous Material		\$450.00
Industrial Ovens		\$200.00
Re-Test Fee		\$175.00
Temporary Structures/ Temporary Booths, Temporary Membrane Structures and Tents		
Plans Review Fee	50% of total Permit Cost <u>---</u>	\$50.00
Temporary Membrane Structures		\$250.00
Tent and Canopy 201 to 300 square feet		\$50.00
Tent and Canopy 301 to 600 square feet		\$75.00
Tent and Canopy 601 to 1,000 square feet		\$100.00
Tent and Canopy over 1,001 square feet		\$150.00
Electric Charging Station		
Plan Review Fee and Test		\$150.00
		\$100.00
Annual Fire Inspections		
Access Controlled Gates		\$25.00
Commercial/Public	Initial inspection	No Fee
Commercial/Public	1st Re-inspection	No Fee
Commercial/Public	2nd Re-inspection \$100.00-	No Fee
Commercial/Public	3rd Re-Inspection & Above \$200.00-	\$100.00
Electric Charging Station		
Foster Home	Licensed & Unlicensed 1-3	\$25.00
Foster Home	Licensed & Unlicensed 3 4 or more	\$50.00
Group Home (All Institutional Facilities)	Licensed & Unlicensed (1-6)	\$50.00
Group Home (All Institutional Facilities)	Licensed & Unlicensed (7-12)	\$100.00
Multi-Family Residences/Hotels/Motels	3-20 Dwelling Units	\$200.00
Mulli-Family Residences/Hotels/Motels	21 or more +\$10.00/DU over 21 \$350.00-	\$300
Hospitals / Nursing Homes, Providing 24-Hour Care	Licensed & Unlicensed 1-99 Beds	\$300.00
Hospitals / Nursing Homes, Providing 24-Hour Care	Licensed & Unlicensed 100-199 Beds	\$400.00
Hospitals / Nursing Homes, Providing 24-Hour Care	Licensed & Unlicensed 200 or more Beds	\$500.00
Other 24-Hour Care Facilities	Licensed & Unlicensed for 1-3 Occupants	\$100.00
Other 24-Hour Care Facilities	Licensed & Unlicensed for 4-16 Occupants	\$175.00
Other 24-Hour Care Facilities	Licensed & Unlicensed for 17-25 Occupants	\$250.00
Other 24-Hour Care Facilities	Licensed & Unlicensed 26 or more Occupants	\$325.00
Required Operational Permits		
Aerosol Products	Annual From Month-Date of Issuance	\$150.00
Amusement Building		\$75.00
Aviation Facilities		\$450.00

Fire Safety and Prevention
Resolution 2023-R-24
Exhibit B – September 18, 2023

Permit Type	Additional Information	Fee
Carnivals and Fairs Over 1,000 People	Per Event	\$500.00
Battery Systems		\$150.00
Energy Storage Systems		\$150.00
Cellulose Nitrate Film		\$500.00
Combustible Dust-Producing Operations		\$500.00
Combustible Fibers		\$150.00
Compressed Gases		\$150.00
	Bulk Storage	\$450.00
Covered Mall Building		\$450.00
Cryogenic Fluids		\$150.00
	Bulk Storage	\$450.00
Cutting and Welding		\$50.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	1-50 Children	\$75.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	50-99 Children. 51-100 Children	\$100.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	100-149 Children Over 100 \$125-	\$200.00
Day Care Centers (Licensed Facilities Providing Less than 24 Hour Care)	150 or more Children.	\$150.00
Dry Cleaning Plants		\$150.00
Exhibits and Trade Shows over 300 people	Per Event	\$75.00
Explosives Storage		\$500.00
Flammable & Combustible Liquids (includes Aboveground & Underground Storage Tanks)	Per Tank \$150.00	\$100.00
Floor Finishing		\$50.00
Fruit and Crop Ripening		\$50.00
Fumigation and Thermal Insecticide Fogging		\$100.00
Hazardous Materials		\$450.00
Hazardous Production Materials Facilities		\$450.00
High-Piled Storage		\$300.00
Hot Work Operations	Per Operation	\$100.00
Industrial Ovens		\$250.00
Lumber Yards and Woodworking Plants		\$250.00
Liquid / Gas-Fueled Vehicles / Equipment in Assembly Building		\$100.00
LP Gas (Storage, Sell and Exchange)	Per Cage/Tank/Cylinder \$200.00	\$100.00
	Bulk Storage	\$450.00
Magnesium		\$250.00
Miscellaneous Combustible Storage		\$150.00
Motor Fuel-Dispensing Facilities, and Repair Garages /8 or less fuel pumps		\$150.00
Additional Pumps	9 or More Pumps /Per Pump	\$10.00
Open Burning (Residential) Annual	Site Inspection Required \$15.00	\$25.00
Organic Coatings		\$150.00
Assembly A	Occupant Load 50-300 (50-100)	\$100.00
Assembly B	Occupant Load 301-1,000 (101-300)	\$150.00
Assembly C	Occupant Load Over 1,000 (300)	\$200.00
Private Fire Hydrants		\$50.00
Pyrotechnic Special Effects Material	Per Event	\$150.00

Utility Fees - February 2, 2026

Resolution 2026-R-08

Exhibit C

Tap and Inspection Fees (Sec. 71-2)		
Water Connection Fee Schedule	Meter size	Cost
Single-Family Residential	3/4"	\$550 plus 1/2 cost of any required bore
	>3/4"	\$750 plus 1/2 cost of any required bore
Sewer Connection Fee Schedule		
Fee Type	Cost	
Single-Family Residential	Connection Fee	\$750 plus 1/2 cost of any required bore
Multi-family Residential and Non-Residential	Connection Fee	Based on individual needs of the facility based on engineering requirements
Temporary Construction & Bulk Water Meters		
Fee Type	Cost	
Temporary meter & use of a fire hydrant wrench	Installation Fee	50 \$100
	Deposit	750 \$1400
	Location Change	\$50.00 Per Occurance
Bulk Water	Water Meter Base Monthly Charge	100/Monthly
	Rate per 1,000 gallons	\$10 \$30/per 1,000 gallons of water used
Pre-facility Inspection	Inspection Fee	\$25
	Reinspection Fee	\$25
Grease Trap Inspections	Inspection Fee	\$35
	Reinspection Fee	\$40
Sewer and Water Complaints	If on consumer-side	\$40 per hour time required for inspection
Swimming Pool Inspections (Sec.71-6)		
Fee Type	Cost	
	Inspection Fee	\$40
Plumbing (Sec. 71-7)		
Fee Type	Cost	
Backflow Prevention Assemblies	Testing and Certification	\$75
Customer Service Inspections	Single-Family Residential Users	\$100
	Other Users	Determined on an individual basis
Final Plumbing Inspection	Single-Family Residential Users	\$50
	Other Users	Determined on an individual basis
Late Payments (Sec. 71-8)		
Fee Type	Cost	
	Certified Delinquent Letter Fee	\$10 for each notice of termination
Termination & Reconnection of Service (Sec. 71-9)		
Fee Type	Cost	
Reconnection	Reconnection Fee	\$50 plus \$75 security deposit, less prior security deposit on file
Vacation	Temporary Suspension & Reconnection	\$50 for meter pull and \$50 for reconnection
Returned Checks (Sec. 71-10)		
Fee Type	Cost	
	Returned check fee added to bill	\$25
New Account Fee (Sec. 71-11)		
Fee Type	Cost	
	New Account Setup Fee	\$20 (nonrefundable)
Security Deposits (Sec. 71-12)		
Fee Type	Cost	
Residential Owner	Security Deposit	\$75
Residential Renter	Security Deposit	\$200
Commercial - 1" meter or smaller	Security Deposit	\$200
Commercial - 2" meter or larger	Security Deposit	\$400
Temporary Construction Meter	Security Deposit	750 \$1400
Bulk Water Purchase (Residential)	Security Deposit	\$1,000
Bulk Water Purchase (Commercial/Pipeline)	Security Deposit	\$5,000
Builder Deposits	Security Deposit	\$500 at time a request for each initial water tap is made

Utility Fees - February 2, 2026

Resolution 2026-R-08

Exhibit C

*** Separate from fee schedule ***

****Water and Sewer Rates adopted by Ordinance 2022-O-21 (Effective 10/1/2022)****

*Water Rates (Monthly) (Sec. 71-4)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$28.36 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
*Sewer Rates (Sec. 71-5)		
*Sewer Rates (Sec. 71-5)	Gallons	Cost
Single-Family Residential Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Multi-Family Residential Users	First 2,000 gallons	\$34.03 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons
Commercial Users	First 2,000 gallons	\$39.71 (Minimum)
	All over 2,000 gallons	\$2.60 per 1,000 gallons



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: August 5, 2024

TOPIC: A request by Redeemer Church/Manvel, Sonmar of Albuquerque, L.L.C., Meldi Hospitality, L.P., and Milestone South Six Development, Ltd. to abandon a portion of 40' wide right-of-way identified in Volume 2, Page 81 in the Plat Records of Brazoria County, within the Emigration Land Company Subdivision of the H.T. & B. R.R. Co. Survey, Abstract 47, being a total of 2.3159 acres.

BACKGROUND: This request pertains to a 40-foot-wide right-of-way (ROW) generally located south of Hwy 6/Morris Ave, west of Iowa Ln, and north of and terminating at the Topeka & Santa Fe Railroad. The properties involved in this abandonment request are the existing Redeemer Church, and three (3) vacant surrounding properties. The applicants are in agreement that there is no need to maintain the dedicated right-of-way and abandonment will not impede their ability to access the affected properties.

The subject ROW is not a major throughfare and the proposed abandonment will not have any detrimental impact in the area.

The PD&Z recommended unanimous approval of the right-of-way abandonment at the July 22, 2024 regular meeting.

STAFF RECOMMENDATION: Staff recommends approval of this requested ROW abandonment with the approval of Ordinance No. 2024-O-28.

ATTACHMENTS: Ordinance No. 2024-O-28, ROW abandonment application packet.

FUNDING ISSUES

- Not applicable
 Not budgeted
 Full amount already budgeted
 Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER Ian Knox	FINANCE DIRECTOR APPROVAL _____ CITY MANAGER APPROVAL _____
--	--

02.02.2026

This item was tabled originally presented at the Aug 05, 2024 City Council Meeting. At that time a letter of no objection was not issued by CenterPoint Energy (CPE).

A revised request excluding a portion of the ROW was considered at the September 15, 2025 Council meeting and no action was taken.

Since then staff has received a letter of no objection from CenterPoint Energy and staff is recommending approval of the request.

Upon approval of the first reading of the ordinance, the value of the proposed acreage involved in the proposed abandonment will be appraised prior to the 2nd reading of the ordinance.



January 20, 2026

Jose Abraham
Director of Development Services
City of Manvel
PO Box 187
Manvel, TX 77578

Re: Street & Alley Closure
R/W File # 197666A

Dear Mr. Abraham:

The City of Manvel has been asked to close and abandon a portion of right of way as highlighted on the attached Exhibit "A".

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within a portion of the area to be abandoned. However, an easement to accommodate these facilities has been granted as shown on the attached CenterPoint Energy sketch or easement, made a part hereof. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the CITY ENTITY forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Grubert".

Toby Grubert
Right of Way Agent
Surveying & Right of Way
713-207-6804

Enclosures

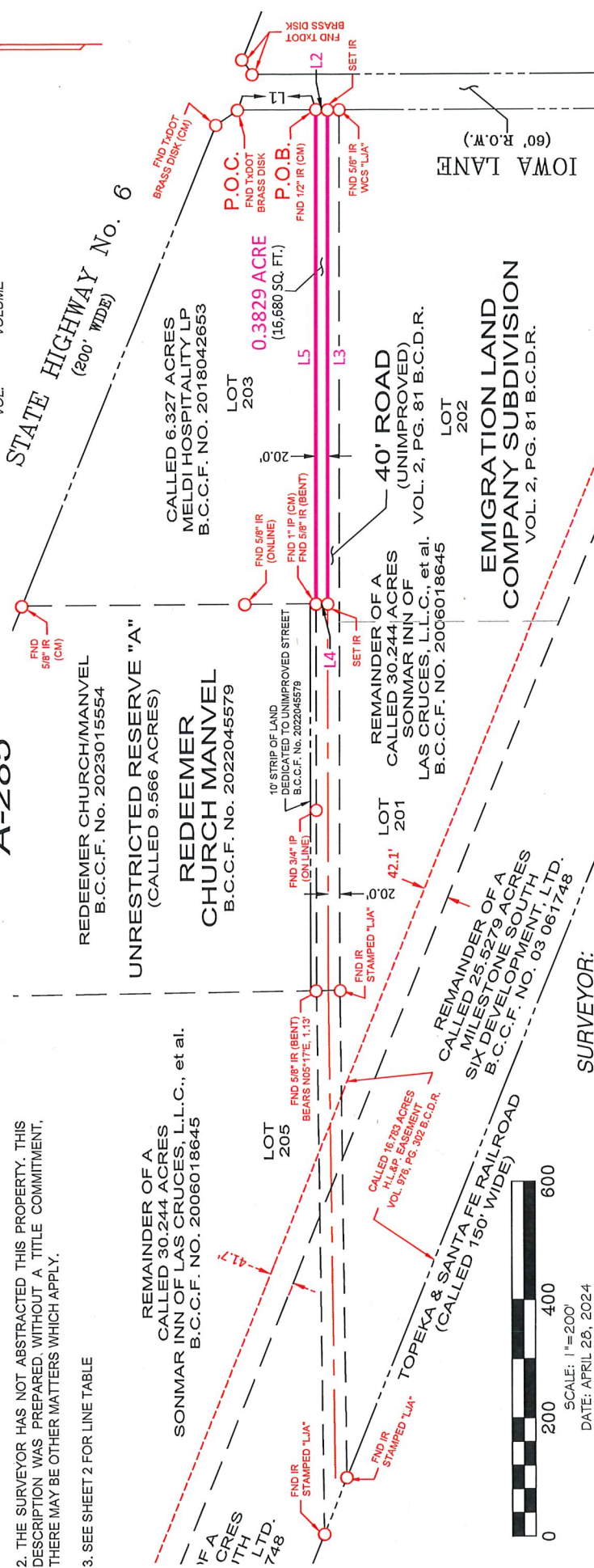
EXHIBIT "A" MELDI TRACT HT & B R R Co. SURVEY A-285

NOTES:

- ALL BEARINGS ARE LAMBERT GRID. BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
- THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT. THERE MAY BE OTHER MATTERS WHICH APPLY.
- SEE SHEET 2 FOR LINE TABLE

LEGEND:

- B.C.C.F. BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. BRAZORIA COUNTY DEED RECORDS
- (CM) CONTROLLING MONUMENT
- IP IRON PIPE
- IR IRON ROD
- NO. NUMBER
- PG. PAGE
- VOL. VOLUME



SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530
EMAIL: rchase@fmsurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmsurveying.com



0.3829 ACRE (16,680 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
HT & B R R Co. SURVEY
ABSTRACT NO. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "A" MILESTONE TRACT HT & B R R Co. SURVEY A-285

NOTES:

- ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
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- B.C.D.R. BRAZORIA COUNTY DEED RECORDS
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- IP IRON PIPE
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- NO. NUMBER
- PG. PAGE
- VOL. VOLUME

STATE HIGHWAY No. 6
(200' WIDE)
B.C.C.F. No. 2018042653

REDEEMER CHURCH/MANVEL
FILE NO. 2023015554 O.P.R.B.C.T.

UNRESTRICTED RESERVE "A"
(CALLED 9.566 ACRES)

REDEEMER
CHURCH MANVEL
B.C.C.F. No. 2022045579

REMAINDER OF A
CALLED 30.244 ACRES
SONMAR INN OF LAS CRUCES, L.L.C., et al.
B.C.C.F. No. 2006018645

LOT 205

P.O.B.
CALLED 0.4946 ACRE
(21,547 SQ. FT.)

REMAINDER OF A
CALLED 16.789 ACRES
H.L.P. EASEMENT
Vol. 978, PG. 302 B.C.D.R.

REMAINDER OF A
CALLED 25.5279 ACRES
MILESTONE SOUTH
DEVELOPMENT, LTD.
B.C.C.F. NO. 03 061748

TOPEKA & SANTA FE RAILROAD
(CALLED 150' WIDE)

40' ROAD
(UNIMPROVED)
VOL. 2, PG. 81 B.C.D.R.

REMAINDER OF A
CALLED 30.244 ACRES
SONMAR INN OF
LAS CRUCES, L.L.C., et al.
B.C.C.F. NO. 2006018645

LOT 201

EMIGRATION LAND
COMPANY SUBDIVISION
VOL. 2, PG. 81 B.C.D.R.



SCALE: 1"=200'
DATE: APRIL 26, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmsurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmsurveying.com



0.4946 ACRE (21,547 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
HT & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "A"

SONMAR TRACT

H T & B R R Co. SURVEY

A-285

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT. THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

LEGEND:

- B.C.C.F. BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. BRAZORIA COUNTY DEED RECORDS
- (CM) CONTROLLING MONUMENT
- IP IRON PIPE
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- VOL. VOLUME

STATE HIGHWAY No. 6
(200' WIDE)
B.C.C.F. No. 2018042653

REDEEMER CHURCH/MANVEL
FILE NO. 2023015554 O.P.R.B.C.T.

UNRESTRICTED RESERVE "A"
(CALLED 9.566 ACRES)

REDEEMER CHURCH MANVEL
B.C.C.F. No. 2022045579

REMAINDER OF A
CALLED 30.244 ACRES
SONMAR INN OF LAS CRUCES, L.L.C., et al.
B.C.C.F. NO. 2006018645

LOT 205
SET IR
FND IR STAMPED "LJA"
41.7'

FND 5/8" IR (BENT)
BEARS N05°17'E, 1.13'

L5 SET IR

FND IR STAMPED "LJA"

L4 SET IR

FND IR STAMPED "LJA"

L3 SET IR

FND IR STAMPED "LJA"

L2 SET IR

FND 5/8" IR (BENT)
CALLS 16.763 ACRES
H.L.&P. EASEMENT
VOL. 978 PG. 302 B.C.D.R.

L6 SET IR

FND 3/4" IP (ONLINE)

10' STRIP OF LAND
DEDICATED TO UNIMPROVED STREET
B.C.C.F. No. 2022045579

L7 SET IR

FND 1" IP (CM)
FND 5/8" IR (BENT)

L8 SET IR

FND 5/8" IR (ONLINE)

FND 1" IP (CM)

FND 5/8" IR (ONLINE)

CALLLED 6.327 ACRES
MELDI HOSPITALITY LP
B.C.C.F. NO. 2018042653

LOT 203

20'

40' ROAD
(UNIMPROVED)
VOL. 2, PG. 81 B.C.D.R.

REMAINDER OF A
CALLED 30.244 ACRES
SONMAR INN OF
LAS CRUCES, L.L.C., et al.
B.C.C.F. NO. 2006018645

LOT 201

20'

EMIGRATION LAND
COMPANY SUBDIVISION
VOL. 2, PG. 81 B.C.D.R.

REMAINDER OF A
CALLED 25.5279 ACRES
MILESTONE SOUTH
DEVELOPMENT, LTD.
B.C.C.F. NO. 03 061748

LOT 202

20'

TOPEKA & SANTA FE RAILROAD
(CALLED 150' WIDE)

LOT 204

20'

0.9881 ACRE (43,040 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT NO. 285
BRAZORIA COUNTY, TEXAS

LOT 202

20'

IOWA LANE
(60' R.O.W.)
B.C.C.F. No. 2018042653

P.O.B. SET IR



SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530.
EMAIL: rchase@fmsurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmsurveying.com



40-foot ROW Abandonment

- This request pertains to a 40-foot-wide right-of-way (ROW) generally located south of Hwy 6/Morris Ave, west of Iowa Ln, and north of and terminating at the Topeka & Santa Fe Railroad.
- The properties involved in this abandonment request are the existing Redeemer Church, and three (3) vacant surrounding properties.
- The applicants are in agreement that there is no need to maintain the dedicated right-of-way and abandonment will not impede their ability to access the affected properties.
- The subject ROW is not a major throughfare and the proposed abandonment will not have any detrimental impact in the area.

40-foot ROW Abandonment

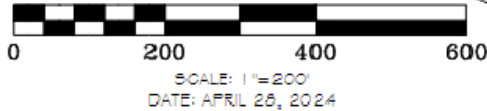
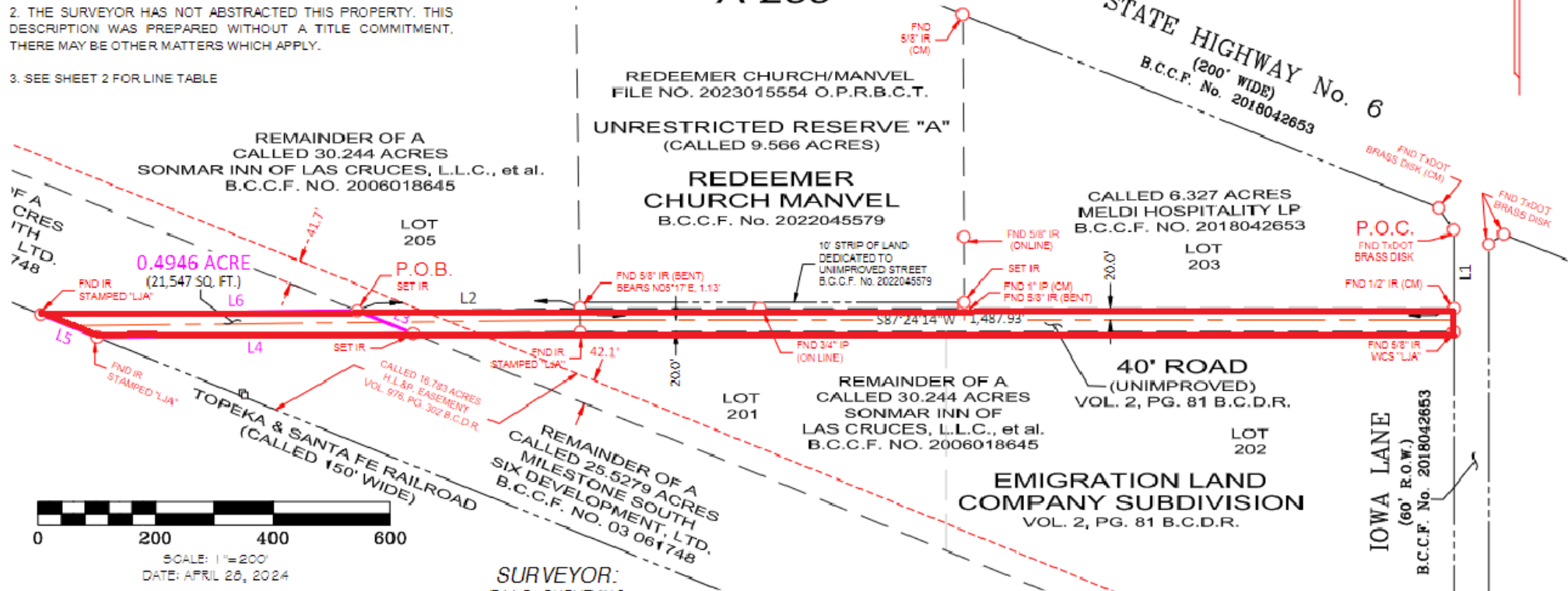
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2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
MILESTONE TRACT
H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SURVEYOR:
 F.M.S. SURVEYING
 7623 RUSSELL STREET,
 MANVEL, TEXAS 77878
 PHONE: (281) 519-5530,
 EMAIL: rchase@fmsurveying.com
 TDFELS FIRM # 10040400
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0.4946 ACRE (21,547 SQ. FT.)
 FOR THE PURPOSES OF
 RIGHT-OF-WAY ABANDONMENT
 EMIGRATION LAND COMPANY SUBDIVISION
 H T & B R R Co. SURVEY
 ABSTRACT No. 285
 BRAZORIA COUNTY, TEXAS



40-foot ROW Abandonment

- PD&Z recommended approval at the July 22 regular meeting.
- A revised request was considered at the Sept 15 City Council meeting and no action was taken.
- Since the last meeting, we have received a letter of no objection from CenterPoint Energy.
- Staff recommends approval of this request with the approval of Ord. No. 2024-O-28.

ORDINANCE NO. 2024-O-28

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Redeemer Church Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, LLC., and Milestone South Six Development, LTD. (Applicants) have petitioned the City of

Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, said right-of-way is a generally 40-foot unimproved strip of right-of-way running from Iowa Lane (on the east) to the Topeka & Santa Fe called 150 strip (on the west), Manvel, Brazoria County, Texas, said right-of-way being found at VOL. 2, PG. 81 B.C.D.R.; and

WHEREAS, Applicants have submitted the necessary application and information and fees to the City to review the request for abandonment, said application attached hereto as Exhibit A;

WHEREAS, the City Council has determined that such public right-of-way is no longer necessary for public convenience and necessity and should be vacated, abandoned, and closed, and any interest in said right of way released; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, STATE OF TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC.

PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

said rights-of-way being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

Section 3. The rights-of-way are hereby vacated, abandoned, and closed, and any public right of way interest therein is released.

Section 4. This abandonment is subject to, and contingent upon, payment of all fees and consideration (as determined by the appraisal commissioned in connection with this abandonment request, as may be modified by city council) by the Applicants, or other satisfaction of said consideration requirement as may determined by Council, as well as fulfillment of all other requirements of state law, city ordinances, and the City's abandonment policy.

Section 5. Upon satisfaction of the above, the Mayor and City Secretary are hereby authorized to execute and attest, respectively, quitclaim deeds, conveying the respective abandoned right of way interests to the abutting property owner(s), upon request.

Section 6. Repealer. All ordinances or parts of ordinances, or resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall

not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Exhibit A

Abandonment application and documents

Exhibit B

Metes and bounds/surveys

Maps of areas to be abandoned

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

City of Manvel

20025 Hwy 6 * Manvel, TX 77578
Phone 281-489-0630 Fax 281-489-0634

Application for Abandonment, Vacation, Closing and Relocation of Streets, Alleys, Rights-of-Way and Easements

Fees: \$1000.00 (to be paid after staff determines if the request is feasible)

Date 02/29/2024 (Hold For Surveys)

Names of property owners: (Proof of ownership must be provided)

Property Owner 1: Redeemer Church/Manvel

Address: 18218 SH 6, Manvel, TX 77578 Phone#281-692-9711

Property Owner 2: Meldi Hospitality, L.P.

Address: _____ Phone# _____

Property Owner 3: Sonmar of Albuquerque, L.L.C.

Address: 4255 Dean Martin Dr. Suite J, Las Vegas, NV 89103

Phone#702-339-9115

Property Owner 4: Milestone South Six Development, Ltd.

Address: 9800 Richmond Ave., Ste 490, Houston, TX 77042

Phone# 713-784-3790

Reason and intent for requested action:

Redeemer Church/Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, L.L.C., and Milestone South Six Development, Ltd. are in agreement that there is no need to maintain a Right-of-Way easement on the southern boundary of Redeemer Church/Manvel and Meldi Hospitality L.P., the common northern boundary with Sonmar of Albuquerque, L.L.C., and the continuation of this Right-of-Way easement into and including the portion of the easement in the southern part of the described Milestone South Six Development Ltd. Property.

We agree that removing this Right-of-Way will not impede our ability to develop or access our respective properties.

We request that the City of Manvel approves our Application for Abandonment of the above-described Right of Way.

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:

Southern border of Redeemer Church/Manvel property described as:
UNRESTRICTED RESERVE "A" OF REDEEMER CHURCH MANVEL, a subdivision of 9.586 acres of land in Brazoria County, Texas, according to the Final Plat thereof recorded under File No. 2022-045579, Official Records of Brazoria County, Texas.

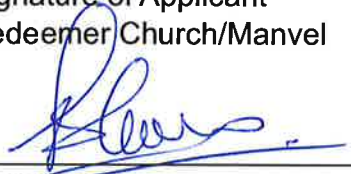
Southern border of Meldi Hospitality, L.P. property described as:
6.327 Acres Undeveloped Land Located at SW corner of State Highway 6 and Iowa Lane in Manvel, Brazoria County, Texas and also identified as A0285 HT & BRR TRACT 203 ACRES 6.327 BRAZORIA COUNTY TEXAS.

Interior Part of Sonmar of Albuquerque, L.L.C. property described as:
40' Platted Roadway as shown in Vol 2, PG 81 BCMR affecting part of 30.244 Acres as File No. 2006018645 BCOR

Southern portion of Milestone South Six Development, Ltd. property described as:
15.304 Acres Undeveloped land located at the NW corner of Iowa Lane and Bissell Road in Manvel, Texas and also identified as A0285 HT & BRR TRACT 201-202-205-206 Brazoria Country Texas and Brazoria Country Appraisal District parcel number 0285-0026-010



Signature of Applicant
Redeemer Church/Manvel



Signature of Applicant
Meldi Hospitality, L.P.



Signature of Applicant
Sonmar of Albuquerque, L.L.C.



Signature of Applicant
Milestone South Six Development, Ltd.

Sonmar of Albuquerque, LLC

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of Nevada

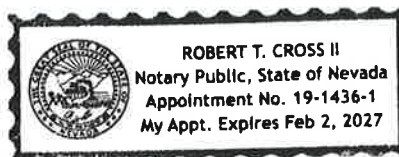
County of Clark

On February 12th, 2024, before me, Gary Tharaldson, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Milestone South Six Development, LTD

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS

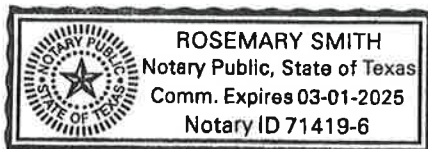
County of HARRIS

On FEBRUARY 5, 2024, before me, JACOBO MALCA, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosemary Smith



Procedures:

Date of Action

FEES PAID \$1000 Check Number 503

Collect the following documents

_____ A formal recent survey prepared by a registered professional land surveyor that identifies the location and physical configuration of the site. The survey shall also specify the acreage or square footage;

_____ The proper legal description of the property to be considered for abandonment, including, if appropriate, a metes and bounds description verified by a registered surveyor or by county records (that will identify the property by a legal instrument with volume, page, etc.); and

Collect administration processing fee of \$1,000.00 to cover the cost of the title report, appraisal, staff and consultant review time, and the ordinance and deed preparation legal fees;

Staff procedures:

_____ Commission a title report of the area to be abandoned.

_____ Commission an independent appraisal of the area to be abandoned.

_____ Send letters to all utility companies, drainage districts, affected city departments, and/or other interested agencies identifying the proposed action and requesting a letter of "no objection" from each of the concerned entities within thirty (30) days; and

_____ Determine if a utility easement is needed in the area considered to be abandoned and, if determined to be necessary, to have the new utility easement reserved in the deed of conveyance or obtained separately and recorded in the property deed record to be filed with the Brazoria County Clerk.

_____ Scheduled Public Hearing Date for Planning Development and Zoning

_____ Scheduled Public Hearing Date for City Council (1st reading of the ordinance)

_____ Notice to property owners will be initiated ten (10) days prior to the schedule public hearing. The city shall provide written notice of such public hearing to each owner of real property, as indicated by the most recently approved city tax roll, whose property abuts or lies within 200 feet of the subject street, alley, right-of-way or easement.

_____ Collect tender/escrow by the applicant(s) of the appraised value of the abandoned area (must be collected prior to second reading of the ordinance)

_____ Upon request by applicant, and the pre-payment of all recordation fees, a quitclaim deed will be prepared and filed in the deed records of the Brazoria County Clerk. The Mayor and City Manager are authorized to execute said quitclaim deeds.

PROPERTY OWNER: 1

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SEND TAX NOTICES TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated March 31, 2023, among Redeemer Church/Manvel, whose address is 18218 Morris Ave., Hwy 6, Manvel, TX 77578 ("Grantor"); TEXAS METHODIST FOUNDATION, whose address is 11709 Boulder Lane, Suite 100, Austin, TX 78726 (referred to below sometimes as "Beneficiary"); and Paula Sini, whose address is 11709 Boulder Lane, Austin, TX 78726 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Brazoria County, State of Texas:

See Exhibit 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 18218 Morris Ave., Highway 6, Manvel, TX 77578.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$1,718,952.06 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 31, 2023 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

RECORDED BY
AMERICAN TITLE COMPANY
GF 5019902-04841

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

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**THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED**

**RECORDED BY
AMERICAN TITLE COMPANY
GF 3019902-04841**

insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program; from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$25,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property,

or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if

Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability

PROPERTY OWNER : 2

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZORIA

THAT FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by MELDI HOSPITALITY LP, a Texas Limited Partnership, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,440,000.00), bearing interest and payable as therein provided to the order of Grantor herein, and containing customary acceleration of maturity, past due interest and attorney's fees clauses; said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to MALCOLM S. MORRIS, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Brazoria County, Texas, described as follows, to-wit:

6.327 ACRES OF LAND, OUT OF TRACT 203 OF THE EMIGRATION LAND COMPANY SUBDIVISION OF SECTION 65, H.T.&B.R.R. COMPANY SURVEY, ABSTRACT 285, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 81 AND 82, PLAT RECORDS, BRAZORIA COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ANY AND ALL PURPOSES.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that Vendor's Lien is retained in favor of Grantor who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

THE HEREIN CONVEYED PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED ON THE PART OF GRANTOR, OR ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 17 day of August, 2018.

FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership

By: **STANFORD GLOBAL CORP., a Texas Corporation, its General Partner**

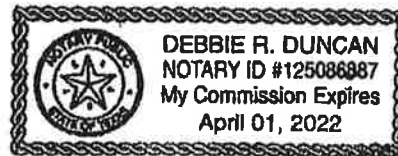
By: _____
Name: Jane Lybbee
Title: General Partner

THE STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me, on this 17 day of August, 2018, by Jane Lybbee as General Partner of STANFORD GLOBAL CORP., a Texas Corporation, acting in its capacity as General Partner of FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S MAILING ADDRESS
P.O. Box 84465
Pearland, TX 77584



BOUNDARY & TOPOGRAPHIC SURVEY
 6.3272 ACRES (275.6139 SQ. FT.) OF LAND, OUT OF
 LAND BEING PART OF TRACT 803 OF THE EMIGRATION
 COUNTY, TEXAS.



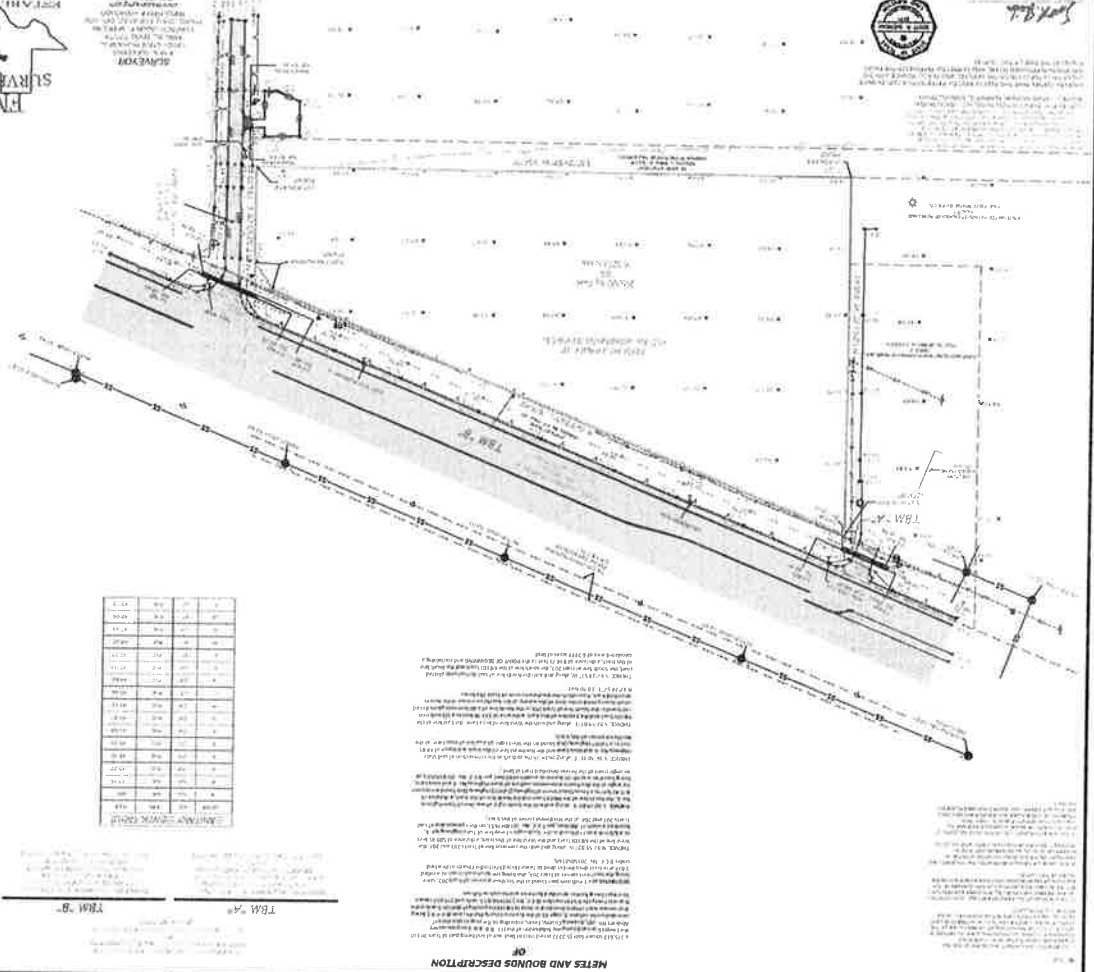
DATE OF SURVEY: 10/15/2014
 SURVEYOR: [Name]
 LICENSE NO. [Number]



Handwritten initials or signature.

LEGEND

[Symbol]	Property Boundary
[Symbol]	Survey Boundary
[Symbol]	Topographic Contour
[Symbol]	Water Feature
[Symbol]	Structure
[Symbol]	Right-of-Way
[Symbol]	Utility Line
[Symbol]	Survey Station
[Symbol]	Iron Nail
[Symbol]	Iron Pipe
[Symbol]	Iron Stake
[Symbol]	Iron Bolt
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Plug
[Symbol]	Iron Spike
[Symbol]	Iron Nail
[Symbol]	Iron Pipe
[Symbol]	Iron Stake
[Symbol]	Iron Bolt
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Plug
[Symbol]	Iron Spike
[Symbol]	Iron Nail
[Symbol]	Iron Pipe
[Symbol]	Iron Stake
[Symbol]	Iron Bolt
[Symbol]	Iron Ring
[Symbol]	Iron Cap
[Symbol]	Iron Plug
[Symbol]	Iron Spike



ADJUSTED BEARING AND DISTANCE TABLE

LINE NO.	BEARING	DISTANCE
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" E	100.00
3	S 00° 00' 00" E	100.00
4	N 89° 15' 00" W	100.00
5	S 89° 15' 00" W	100.00
6	S 00° 00' 00" W	100.00
7	N 89° 15' 00" E	100.00
8	S 89° 15' 00" E	100.00
9	S 00° 00' 00" E	100.00
10	N 89° 15' 00" W	100.00
11	S 89° 15' 00" W	100.00
12	S 00° 00' 00" W	100.00

NOTES AND BOUNDS DESCRIPTION

1. This survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Property Code, and the rules and regulations of the State Board of Surveying.

2. The survey was made by the method of double meridian transit.

3. The bearings and distances were measured and reduced to mean sea level.

4. The survey was made on a clear day, and the sun was visible throughout the day.

5. The survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Property Code, and the rules and regulations of the State Board of Surveying.

6. The survey was made by the method of double meridian transit.

7. The bearings and distances were measured and reduced to mean sea level.

8. The survey was made on a clear day, and the sun was visible throughout the day.

9. The survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 81, Texas Property Code, and the rules and regulations of the State Board of Surveying.

10. The survey was made by the method of double meridian transit.

11. The bearings and distances were measured and reduced to mean sea level.

12. The survey was made on a clear day, and the sun was visible throughout the day.

PROPERTY OWNER: 3

54.839 Acres

March 24, 2006
Job No. 1727-6000

PART THREE
30.244 ACRES

All that certain tract or parcel containing 30.244 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of that certain tract called 19.1938 acres and part of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide platted roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South $02^{\circ} 37' 36''$ East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide platted roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide platted roadway (not open) and continue in all a total of 2549.88 feet to a 5/8-inch iron with a plastic cap marked "LJA ENG." previously set for the POINT OF BEGINNING of the herein described tract, same being the northeast corner of the aforesaid 25.5279 acre tract, on the south right-of-way of said 40.0 foot wide platted roadway (not open) and marking the northeast corner of Lot No. 202 of said Emigration Land Company Subdivision;

Thence South $02^{\circ} 37' 36''$ East, 725.16 feet continuing with said west right-of-way line, with the east line of said Lot No. 202 and with an east line of said 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner;

Thence North 70° 28' 24" West, 3031.40 feet departing said east and west lines, crossing the north line of the aforesaid 25.5279 acre tract and the north line of aforesaid Lot No. 201 of said subdivision, same being the south line of the aforesaid 40.0 foot wide platted roadway (not open) and crossing the north line of said 40.0 foot wide platted roadway (not open), same being the south line of the aforesaid Lot No. 205 of said subdivision and the south line of the aforesaid 19.1938 acre tract to a 5/8-inch iron rod with plastic cap marked "LJA ENG." previously set for corner on the west line of said Lot No. 206 of said Emigration Land Company Subdivision, on an east line of Lot No. 207 of said subdivision and on an east line of that certain tract called "All of Lot No. 207, Lot No. 208 and Lot No. 225" conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 255.43 feet with the common line between said 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot No. 206 and Lot No. 207 to a 5/8-inch iron rod previously found for corner on the east line of said Lot No. 207, same being the northwest corner of said Lot No. 206, the northwest corner of said 19.1938 acre tract and the southwest corner of Lot No. 225 of said subdivision;

Thence North 86° 46' 37" East, with the north line of said 19.1938 acre tract, the south line of said McCutcheon tract, the south line of that certain tract called 3.696 acres conveyed to Douglas B. Wilson, Trustee, by an instrument of record in File No. 02-048631 of the B.C.P.R., with the common line between Lot No. 206 and Lot No. 225 and Lot No. 205 and Lot No. 226, at 1314.41 feet pass a previously found one (1) inch iron pipe and continue in all a total of 1317.67 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner, the northeast corner of said 19.1938 acre tract and the common corner of Lot No. 204, Lot No. 205, Lot No. 226 and Lot No. 227 of said subdivision and on a west line of that certain tract called 5.021 acres conveyed to Grace United Methodist Church of Marvel and Iowa Colony, Texas by an instrument of record in File No. 2004-039311 of the B.C.P.R.;

Thence South 03° 03' 09" East, with the east line of said 19.1938 acre tract, with the west line of said 5.021 acre tract and with the common line between said Lot No. 205 and Lot No. 204, at 661.35 feet pass a 5/8-inch iron rod with a cap marked "LJA ENG." previously set

54.839 Acres

March 24, 2006
Job No. 1727-6000

marking the common south corner of said 19.1938 acre and 5.021 acre tracts and the common south corner of said Lot No. 205 and Lot No. 204 and continue in all a total of 701.35 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner on the south right-of-way line of the aforesaid 40.0 foot wide platted roadway (not open), on the north line of the aforesaid Lot No. 201 and on a north line of the aforesaid 25.5279 acre tract;

Thence North $86^{\circ} 49' 27''$ East, 1487.21 feet with said north and south lines to the POINT OF BEGINNING and containing 30.244 acres of land.

Said Part One, Part Two and Part Three contain a total of 54.839 acres of land.

This description is based on a survey made on the ground under my supervision in March, 2006.

Jesse T. Poulson
Registered Professional Land Surveyor
Texas Registration No. 1891

LJA Engineering & Surveying, Inc.

PROPERTY OWNER : 4

PART FIVE
15.304 ACRES

All that certain tract or parcel containing 15.304 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of the residue of that certain tract called 19.1938 acres and part of the residue of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide Platted Roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South 02° 37' 36" East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide Platted Roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide Platted Roadway (not open), at 2549.88 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of said 40.0 foot wide Platted Roadway (not open), same being the easterly northeast corner of that certain tract called 30.244 acres conveyed to Sonmar Of Albuquerque, L.L.C., by an instrument of record in File No. 2006018645 of the B.C.O.R. and continuing with the west right-of-way line of said County Road No. 82 (Iowa Lane) and the east line of said 30.244 acre tract in all a total of 3,275.04 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 30.244 acre tract and the POINT OF BEGINNING of the herein described tract;

Thence South 02° 37' 36" East, 237.53 feet continuing with said west right-of-way line and with an east line of the aforesaid residue of 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 25.5279 acre tract and on the northerly line of the Topeka & Santa Fe Railroad Company's 150.0 foot wide right-of-way;

Thence North 70° 28' 24" West, with the south line of said 25.5279 acre tract and with the north line of said Topeka & Santa Fe Railroad Company's right-of-way, at 2494.26 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of the aforesaid 40.0 foot wide Platted Roadway (not open), at 2597.90 feet pass the north line of said 40.0 foot wide Platted Roadway (not open) and an east corner of the aforesaid residue of 19.1938 acre tract and continue with the north line of said Topeka & Santa Fe Railroad Company's right-of-way and with a south line of said residue of 19.1938 acre tract and with a south line of the aforesaid Lot No. 206 in all a total of 3,029.05 feet, a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of said residue of 19.1938 acre tract and the southwest corner of Lot No. 206, same being the southeast corner of Lot No. 207 of said Emigration Land Company Subdivision and the southeast corner of that certain tract conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 238.43 feet with the common line between said residue of 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot 206 and Lot 207 of said subdivision to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of the aforesaid 30.244 acre tract and from which point a 5/8-inch iron rod found marking the common corner of Lot No. 206 and Lot No. 225 of said subdivision bears North 03° 08' 59" West, 255.43 feet;

Thence South 70° 28' 24" East, 3031.40 feet departing said common lines and with the south line of said 30.244 acre tract to the POINT OF BEGINNING and containing 15.304 acres of land.

EXHIBIT A



-Red outlined area is the general area of ROW abandonment.

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

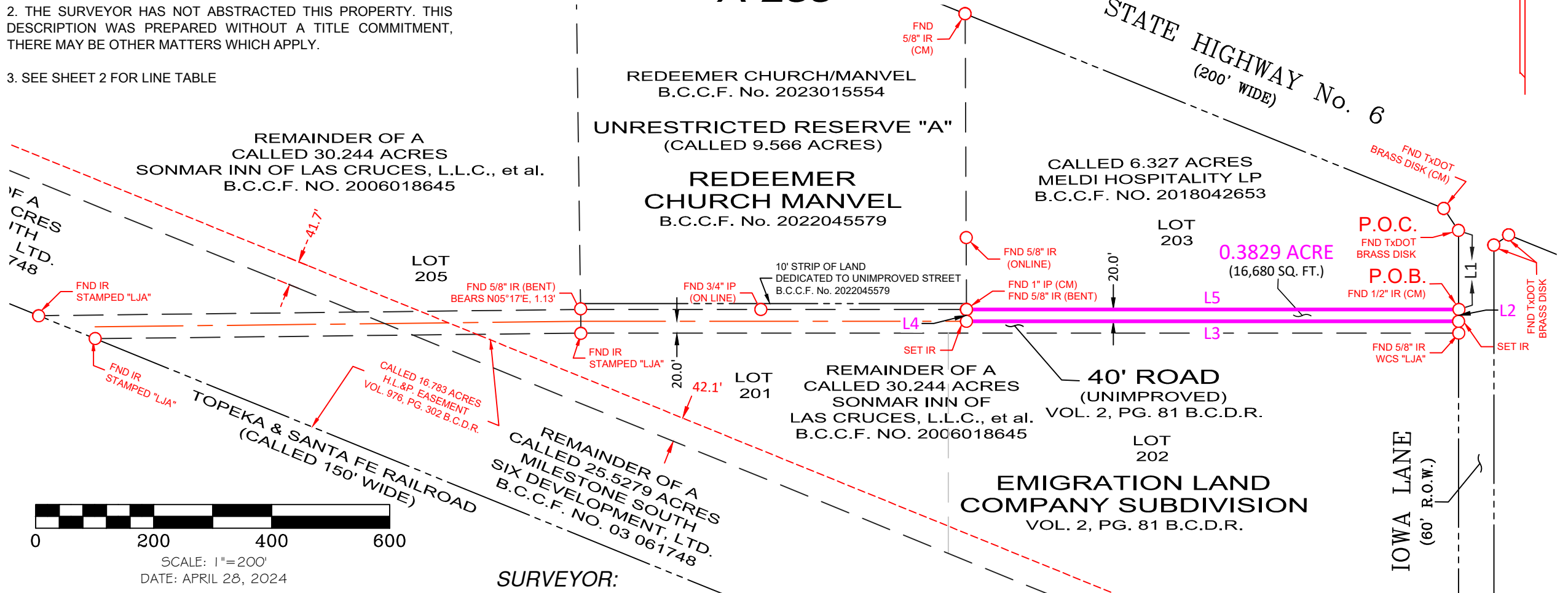
EXHIBIT "A" MELDI TRACT

HT & B R R Co. SURVEY A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.3829 ACRE (16,680 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
HT & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"

MELDI TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S02°35'06"E	20.00'
L3	S87°24'14"W	833.97'
L4	N02°51'03"W	20.00'
L5	N87°24'14"E	834.07'

METES AND BOUNDS DESCRIPTION
0.3829 ACRE (16,680 SQUARE FEET)
H. T. & B. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.3829 acre (16,680 square feet) of land situated in the H. T. & B. R. Company Survey, A-2858, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.3829 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 02°35'06" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with the west R.O.W. line of said Iowa Lane and marking the southeast corner of the herein described tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 02°51'03" West, a distance of 20.00 feet to a found 1-inch iron pipe in the north line of said 40 feet wide Road, marking the southwest corner of the aforesaid called 6.327 acre tract and marking the northwest corner of the herein described tract;

THENCE, North 87°25'14" West, along the north line of said 40 feet wide Road, a distance of 834.07 feet to the **POINT OF BEGINNING** and containing 0.3829 Acre (16,680 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

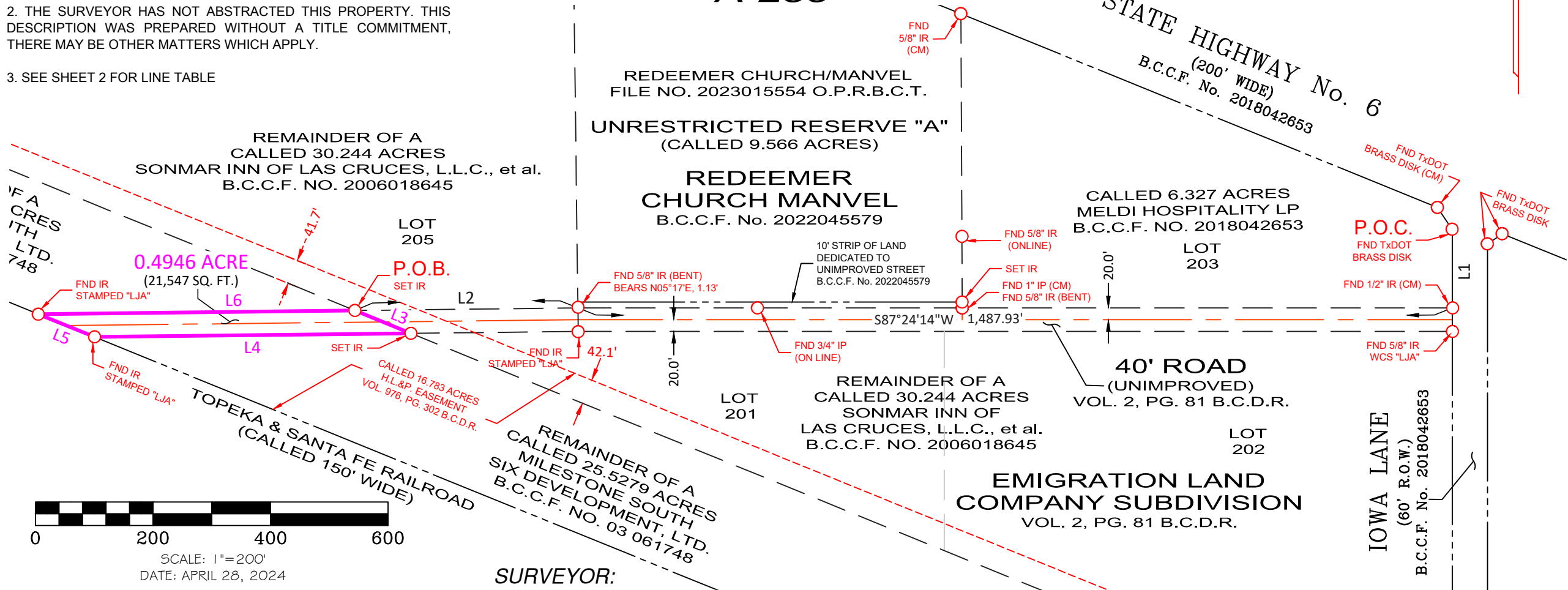
MILESTONE TRACT

HT & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.4946 ACRE (21,547 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
HT & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"

MILESTONE TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S86°44'36"W	379.70'
L3	S70°25'54"E	103.11'
L4	S86°44'36"W	538.43'
L5	N70°32'09"W	103.56'
L6	N86°44'36"E	538.92'

METES AND BOUNDS DESCRIPTION
0.4946 ACRE (21,547 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4946 acre (21,547 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4946 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the north line of said 40 feet wide Road, a distance of 1,487.93 feet to a point for the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being a corner of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. as recorded under B.C.C.F. No. 2006018645, from which a found 5/8-inch iron rod bears North 05°17' East, 1.13 feet;

THENCE, South 86°44'36" West, a distance of 379.70 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of the remainder of a called 19.1938 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 70°25'54" East, over and across said 40 feet wide Road, a distance of 103.11 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748 and marking the southeast corner of the herein described tract;

THENCE, South 86°44'36" West, a distance of 538.43 feet to a found iron rod with cap stamped "LJA" in the northeasterly R.O.W. line of Topeka & Santa Fe Railroad (Called 150' wide), same marking the northwest corner of the remainder of said called 25.5279 acre tract and the southwest corner of the herein described tract;

THENCE, North 70°32'09" West, along said northeasterly R.O.W. line, a distance of 103.56 feet to a found iron rod with cap stamped "LJA" in said northeasterly R.O.W. line and marking the southeast corner of the remainder of said called 19.1938 acre tract and the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 538.92 feet to the **POINT OF BEGINNING** and containing 0.4946 Acre (21,547 square feet) of land.



5/1/24



 SCOTT R. SHERIDAN
 REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

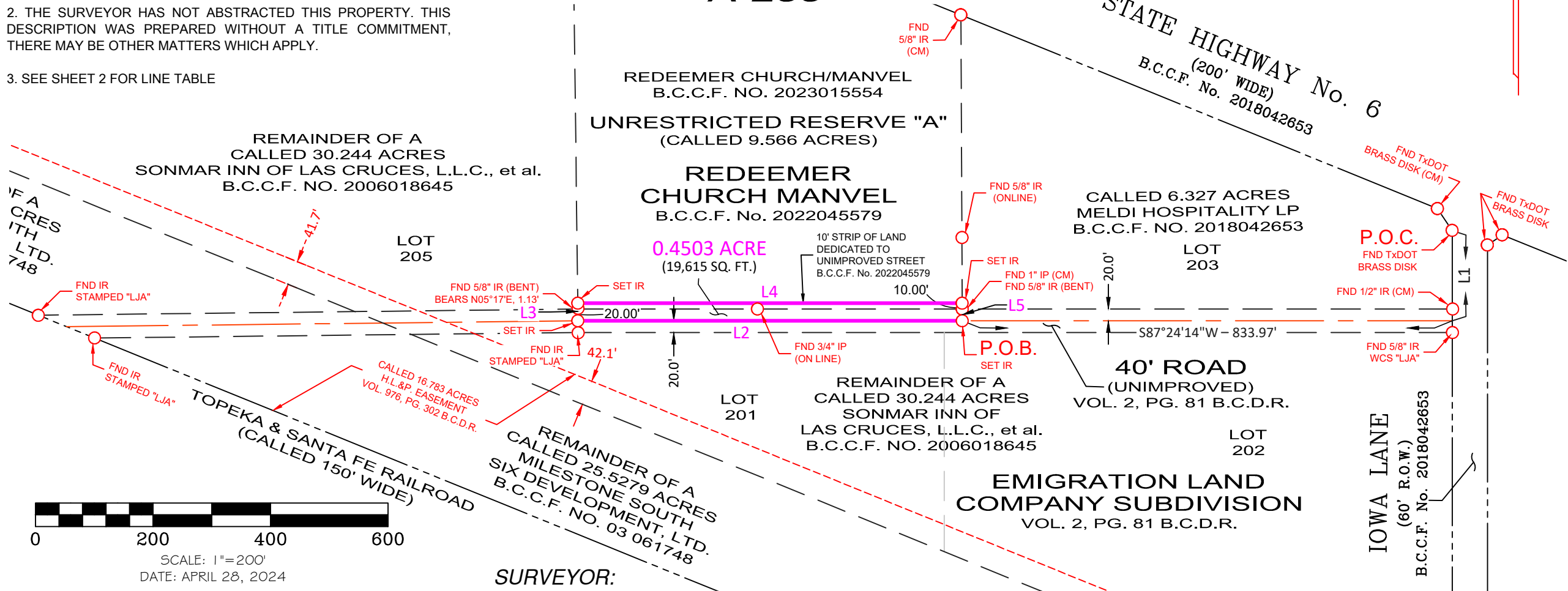
REDEEMER TRACT

H T & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



**0.4503 ACRE (19,615 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
REDEEMER CHURCH MANVEL
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS**

EXHIBIT "B"

REDEEMER TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S87°24'14"W	653.69'
L3	N03°21'38"W	30.00'
L4	N87°24'14"E	653.96'
L5	S02°51'03"E	30.00'

METES AND BOUNDS DESCRIPTION
0.4503 ACRE (19,615 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4503 acre (19,615 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4503 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, South 87°24'14" West, continuing along said centerline, a distance of 653.69 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 03°21'38" West, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northwest corner of a 10 feet wide strip of land dedicated to unimproved street as recorded on Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being the southwest corner of Unrestricted Reserve "A" of said Redeemer Church Manvel and marking the northwest corner of the herein described tract;

THENCE, North 87°24'14" East, along the north line of said 40 feet wide Road, a distance of 653.96 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of said Unrestricted Reserve "A", the northeast corner of said 10 feet wide strip and of the herein described tract;

THENCE, South 02°51'03" East, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.4503 Acre (19,615 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"

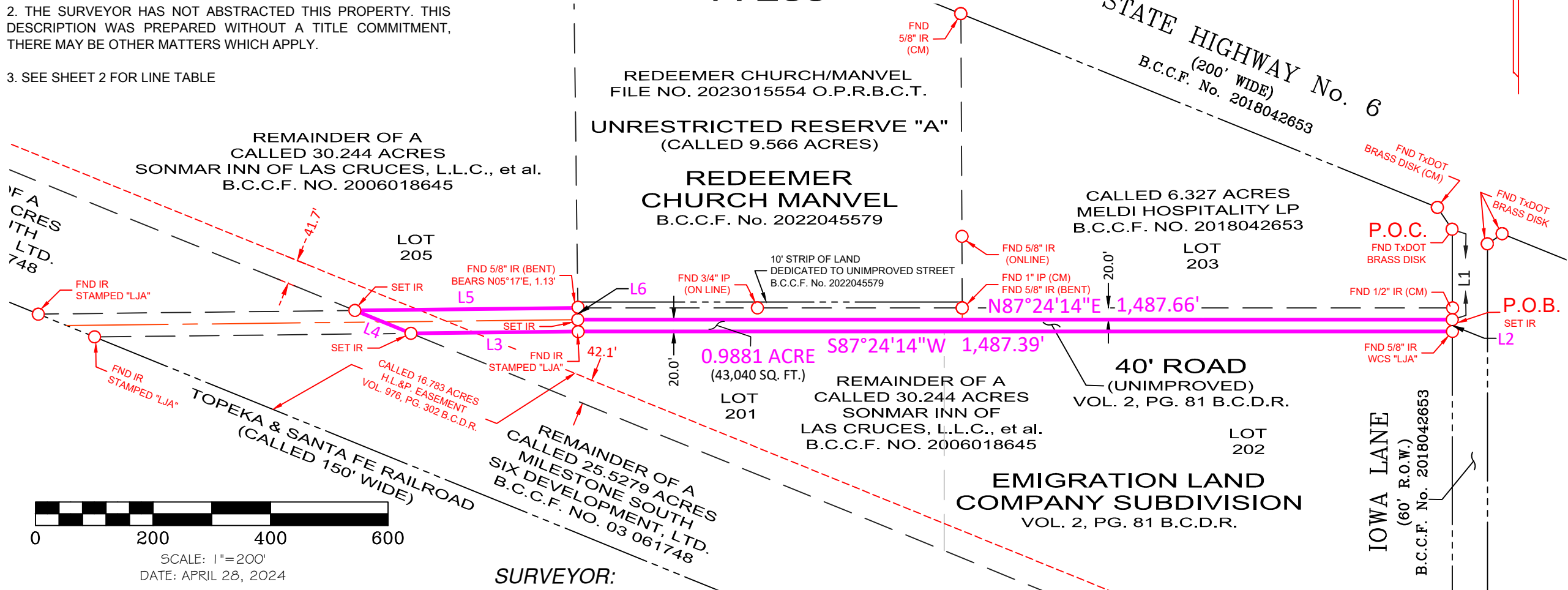
SONMAR TRACT

H T & B R R Co. SURVEY

A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



**0.9881 ACRE (43,040 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS**

EXHIBIT "B"

SONMAR TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S02°35'06"E	20.00'
L3	S86°44'36"W	284.72'
L4	N70°25'54"W	103.12'
L5	N86°44'36"E	379.70'
L6	S03°21'38"E	20.00'

METES AND BOUNDS DESCRIPTION
0.9881 ACRE (43,040 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.9881 acre (43,040 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285, Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.9881 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane, same marking the **POINT OF BEGINNING** and the most easterly northeast corner of the herein described tract;

THENCE, South 02°35'06" East, 20.00 feet to a found 1/2-inch iron rod making the northeast corner of Lot 202 of Emigration Land Company Subdivision, a subdivision plat of record in said Volume 2, Page 81 B.C.D.R.;

THENCE, South 87°24'14" West, departing said west R.O.W. line, along the common line of said 40 feet wide Road, the north line of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. recorded under B.C.C.F. No. 2006018645, a distance of 1,487.39 feet to a found iron rod with cap stamped "LJA" making an angle point in said south R.O.W. line;

THENCE, South 86°44'36" West, continuing along said common lines, a distance of 284.72 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development, LTD. As recorded under B.C.C.F. No. 03 061748, same marking a westerly corner of the remainder of said called 30.244 acre tract and southwest corner of the herein described tract;

THENCE, North 70°25'54" West, a distance of 103.12 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748 and marking the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 379.70 feet to an angle point, same being the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579 and being the marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748, and marking the most northerly northeast corner of the herein described tract;

THENCE, South 03°21'38" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set in the centerline of said 40 feet wide Road and marking an interior corner of the herein described tract, from which a found 5/8-inch iron rod (Bent) bears North 05°17' East, 1.13 feet;

THENCE, North 87°24'14" East, a distance of 1,487.66 feet to the **POINT OF BEGINNING** and containing 0.9881 Acre (43,040 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
 REGISTERED PROFESSIONAL SURVEYOR No. 6171



DEVELOPMENT AGREEMENT (FOR VARIANCE)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Development Agreement executed as of the 3 day of February 2020, is by and between the City of Manvel, Texas, (“City”) and First United Methodist Church of Pearland, property owner of certain hereinafter described property located within the City, (together known as “Developer”), all collectively referred to as the “Parties.” This Agreement is in regard to the expansion of an existing church on 9.55 acres of land located at 18218 Morris Avenue.

WHEREAS, Developer wishes to expand an existing church on 9.55 acres of land located within the City limits of the City of Manvel, said tract being located at 18218 Morris Avenue; and,

WHEREAS, construction of an expansion to the existing church will require approval of a plat and compliance with the City’s subdivision ordinance; and

WHEREAS, Section 62-111 of the City Code requires all streets be constructed in accordance with the city’s design criteria and the developer is responsible for construction of necessary improvements on all perimeter streets in order to bring the pavement and curbing to minor street standards for the one-half of the street abutting the development; and

WHEREAS, pursuant to Section 62-5 of The City Code, the Developer has applied for a variance to defer this abutting perimeter road construction requirement, said application is attached as Exhibit “A”;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, if said variance is granted by the City Council, the Parties agree to the conditions, as follows:

1. PROJECT

1.01 Location. The property that is the subject of this agreement is all the property legally described as: being a 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk’s File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk’s File 2015058160 (the “Property”). The Property is more fully described and depicted in the survey attached as Exhibit “B”, attached hereto.

RECORDER’S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

1.02 Project Description. This Agreement is in regard to the construction of an expansion to an existing church on the Property, owned by Developer.

1.03 The Property has never been platted. To construct an expansion to the existing church on the Property will require compliance with the City's subdivision ordinance. Section 62-111 of the City's subdivision ordinance requires one-half of abutting perimeter streets be constructed in accordance with the City's design criteria for asphalt roads. The Developer has applied to vary this requirement for their property.

2. CITY APPROVAL

2.01 Approval of variance. Pursuant to its authority under Section 62-5 of The City Code, the City agrees to allow the Developer to vary the requirements of Section 62-111 of the City's subdivision ordinance, with conditions.

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

- (a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the \$112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of \$142,943.54 after five years;
- (b) upon further subdivision of the Property by Developer or any successor in interest, (if no escrow has been tendered then one-half of the road will be constructed to City standards as per Subdivision Ordinance);
- (c) within 90 days of the City giving notice that it will construct the roadway; and
- (d) upon the occurrence of the abutting property owners (along the 60-foot right-of-way) developing or redeveloping the abutting property. Upon such occurrence, Developer or any successor in interest may either escrow funds or join in construction of the roadway with the abutting property owners; and

(ii) City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

(i) Other than permits for the construction of an expansion to the existing church, Developer agrees that the City shall not issue any other construction permit or approve any further plat/re-plat of the Property until the Developer complies with 2.02 of this Agreement;

(ii) Developer agrees to begin construction of the church expansion, and diligently pursue to completion, within one-year of City Council approval; and

(iii) Developer agrees to pay the cost of recordation of this Agreement within thirty (30) days of invoice by the City.

3.02 Developer acknowledges that the City's covenants are contingent upon the Developer constructing the addition to the existing day care facility. Failure of the Developer to begin to construct the day care facility addition, and diligently pursue completion, within two-years of City Council approval shall constitute failure of this condition and the agreement shall automatically be null and void.

4. MISCELLANEOUS

4.01 Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.

4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. 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 party. Developer shall not be a third-party beneficiary to any contract the City has with any other party for the engineering, design, or construction of said improvements.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.08. Severability. If any term or provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired, or affected.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Executed on this the 3 day of February, 2020



CITY OF MANVEL:

Debra Davison
Debra Davison, Mayor

ATTEST:

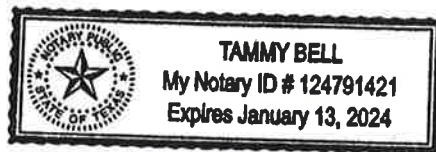
Tammy Bell
Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 3 day of February, 2020 by DEBRA DAVISON, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

Tammy Bell
Notary, State of Texas



First United Methodist Church of Pearland:

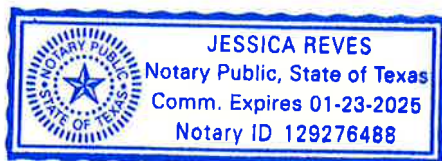
By: 
Name: Reginald Clemons, Executive Pastor

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of February,
2021, by Reginald Clemons, as property owner.

(NOTARY SEAL)




Notary, State of Texas

Exhibit A

20-0012

CITY OF MANVEL

http://www.cityofmanvel.com

PO Box 187
Manvel, Texas 77578

Phone: (281) 489-0630
Fax: (281) 489-0634

Subdivision Variance Application

Applicant Information

Applicant (if not owner) Pete Ed Garrett, AIA - Studio Red Architects (on behalf of FUMC Pearland)

Phone: 713-622-5333 e-mail: garrett@studioreredarchitects.com

Owner: First United Methodist Church Pearland - Reginald Clemons, Executive Pastor

Owner Address 2314 N. Grand Blvd. City Pearland State TX Zip 77581

Phone: 281-485-1486 e-mail: rclemons@fumcpearland.org

Property Information

Site Address 18218 Morris Avenue, Manvel, TX 77576

Legal description (from deed) Refer to attached legal description
(Property must be legally subdivided or be lot of record)

Brazoria County Identification Number: 167411 & 167412

Description of Subdivision Variance Request

Make escrow payments for construction of 1/2 road at south side of property in lieu of providing construction details
of building the road; and defer escrow payments until the properties east & south of church property are developed.

Detailed Explanation of Subdivision Variance Request

Please answer, on a separate sheet of paper if necessary, the following questions:

o What are the special circumstances or conditions affecting the land involved such that the strict application of the provisions of the subdivision code would require a variance to the city's subdivision ordinance?

The planned road on the south side of church property extends from Iowa Lane to Brazoria Drainage District 4 drainage ditch, where it dead ends. Property to the south of the planned road, also extending from Iowa Lane to the drainage ditch, is owned by a single entity with access to their property from Iowa Lane. The planned dead end road is not necessary.

Exhibit A

c. How is the variance necessary for the preservation and enjoyment of a substantial property right of the applicant?

Funds that the church has for development of the project are intended to be used for building worship and education spaces to support their ministries. Taking out funds for road construction will significantly reduce the money left for the new ministry building & site, which could stop the project.

c. Describe how the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.

The requested variance relates to payment of escrow money to build a dead-end road that would serve three property owners, with two having access from Highway 6. There would be no impact to public health, safety or welfare and no injury would be done to other properties if escrow payments for road construction were deferred until those properties are developed.

c. Describe how the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the subdivision ordinance.

The planned road dead ends at the drainage ditch. It would only serve three property owners and two of the properties have access from Highway 6. There would be no impact to the possible orderly subdivision of other land in the area if escrow payments for road construction were deferred until those properties are developed.

Applicant Authorization

I authorize the City of Manvel to conduct any site visits necessary to evaluate this subdivision variance application.

I hereby state that I have prepared this application and that, to the best of my knowledge, the information contained herein is complete, accurate, and a true representation of the subdivision variance request. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of subdivision variance approval. I agree to provide any additional information requested by the City of Manvel as they deem necessary for the processing of this application.



Applicant Signature

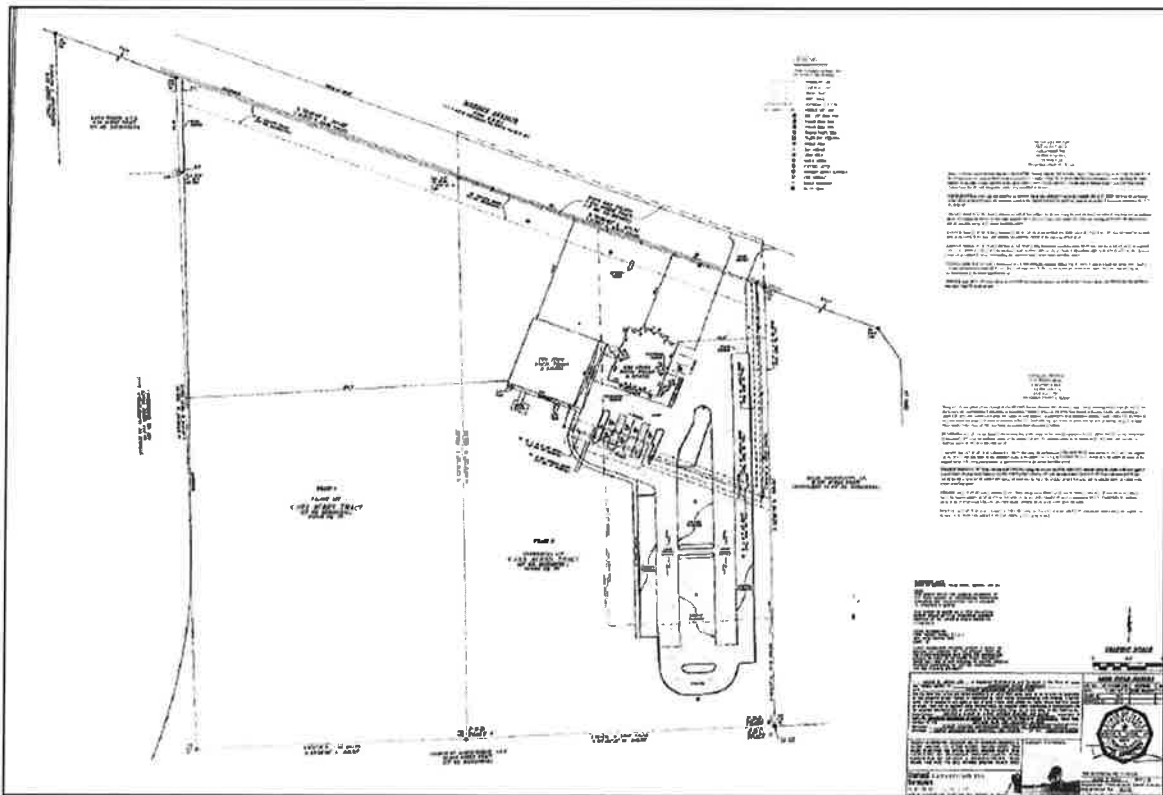
01/06/2020

Date

Submit variance request material to the Permit Department, City of Manvel, 20025 Highway 6 Manvel, Texas 77578 with the plat application. Failure to pay the required application fees or provide the information, drawings, or attachments in the form as requested by the City shall automatically mark the application as 'incomplete' and such application shall not be placed on the agenda for consideration until all information, fees, drawings, or attachments are deemed to be complete and in proper form by city staff.

Exhibit B

Being a 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk's File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk's File 2015058160



FILED and RECORDED

Instrument Number: 2021008930

Filing and Recording Date: 02/10/2021 08:52:52 AM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-jessie

Invoice

City of Manvel

20031 Highway 6 . Manvel, Texas . 77578



Date

January 3, 2023

To

First United Methodist Church of Pearland
(Redeemer)

Instructions – Development Agreement Dated 2/3/2020

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

- (a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the \$112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of \$142,943.54 after five years;

Year	Principal – Interest	Total
CO Issued on 4/14/2022		
Year 1 (4/2022-4/2023)	\$112,500 - \$5600	\$117,600
Year 2 (4/2023-4/2024)	\$117,600 - \$5880	\$123,480
Year 3 (4/2024-4/2025)	\$123,400 - \$6174	\$129,654
Year 4 (4/2025-4/2026)	\$129,654 - \$6482.70	\$136,136.70
Year 5 (4/2026-4/2027)	\$136,136.70 - \$6,806.84	\$142,943.54

Total Paid:

City of Manvel
CERTIFICATE OF OCCUPANCY
Permits & Inspections

This certificate is issued pursuant to the requirements of the 2015 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

PERMIT ID # 21-000279

Tenant / Business

Redeemer Church
18218 Hwy 6,
Manvel, TX 77578

Property Owner

Redeemer Church
18218 Hwy 6
Manvel, TX 77578

2017 NAICS Description **New Worship Center and Classrooms**
2017 NAICS Number **813110**
Services Offered **Religious**
Zoning District **LC**

Approved By

Building Official

Fire Marshal

April 14, 2022

Date

April 14, 2022

Date

Project Description: New worship space and classrooms