

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

February 13, 2023

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in regular session, open to the public, at 7:00 p.m. at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

and all of the above were present, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District (via teleconference); Wendy Sidwell, District Administrator; Michael McCarthy, P.E., Rod Pinheiro, P.E., and Steve Berckenhoff, P.E. of Quiddity Engineering ("Quiddity" or "Engineer"); Blair Bozoarth of Sunterra Development; Luke Zarr and Mike Burney of DryPort; Brandon Musser of Railroad Infrastructure and Terminal Development, LLC ("RITD"); Osiel Saenz, Heather Caramanica, and Ahmad Amous of CenterPoint Energy ("CenterPoint"); Stephanie Zertuche of GeoSolutions; Todd Hlavinka and Chuck Norrell of Kingham Dalton Wilson, LTD ("KDW"); Evelio Fernandez and Robert Unanue of Goya Foods ("Goya") Amanda Barbier of LJA Engineering ("LJA"); and Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 11
EXECUTIVE SESSION

At 7:03 p.m., upon motion by Supervisor Welch, seconded by Supervisor Keeling, the President called an Executive Session pursuant to Sections 551.071 and 551.072 of the Open Meetings Act, to discuss matters of attorney-client privilege and real-estate matters. All Board members, Ms. Sidwell, Mr. Kitzman, Mr. McCarthy, Mr. Pinheiro, Mr. Berckenhoff, Mrs. Croon, Mr. Johnson, and Mr. Petrov were present for the executive session. No action was taken in the Executive Session.

Agenda Item No. 12
REGULAR SESSION

At 8:21 p.m., upon motion by Supervisor Welch, seconded by Supervisor England, after full discussion and with all Supervisors present voting aye, the Board reconvened the meeting in regular session.

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4

MINUTES OF JANUARY 9, 2023 BOARD MEETING, JANUARY 23, 2023 WORKSHOP SESSION, JANUARY 23, 2023 SPECIAL MEETING, AND JANUARY 27, 2023 WORKSHOP SESSION

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the January 9, 2023 Board meeting, January 23, 2023 Workshop Session, January 23, 2023 Special Meeting, and January 27, 2023 Workshop Session.

Agenda Item No. 5

SURPLUS EQUIPMENT LIQUIDATION UTILIZING HOUSTON AUTO AUCTION FOR 2000 JOHN DEERE 7405, 2002 JOHN DEERE 6405, 1982 JOHN DEERE 2640, AND 1998 CHEVROLET C3500

Upon motion by Supervisor Keeling, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board authorized liquidation of the surplus equipment detailed above.

Agenda Item No. 6

PURCHASE OF 2008 TALBERT 55TON GOOSENECK LOWBOY TRAILER FROM RITCHIE BROS AUCTIONEERS

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors voting aye, the Board authorized Ms. Sidwell to purchase a 2008 Talbert 55-ton Gooseneck Lowboy trailer on behalf of the District from Ritchie Bros Auctioneers in an amount not to exceed \$51,000.

Agenda Item No. 7

ENGINEER'S REPORT

Mr. McCarthy reviewed the Engineer's Report, a copy of which is attached hereto as Exhibit "A".

Next, upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board tabled its action on master drainage plans for Pattison Farms, as recommended by Quiddity.

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the tract development with platting for Peninsula Twinwood – Final Plan, Permit No. 2022-86.

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved (i) tract development with Twinwoods Substation CenterPoint Energy – Final Plat, Permit No. 2022-95; (ii) master drainage plan for Twinwoods Substations CenterPoint Energy; and (iii) Detention Facilities Maintenance Agreement between the District and CenterPoint Energy Houston Electric, LLC.

Next, upon motion by Supervisor Keeling, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved (i) tract development with platting for Highway 90 Truck Lot – Final Plat, Permit No. 2023-11; and (ii) Detention Facilities Maintenance Agreement between the District and DPM Highway 90, LLC.

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the tract development with platting for Sunterra Corner Store – Preliminary Plat, Permit No. 2023-14.

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the tract development for Sunterra Section 47 – Final Plat, Permit No. 2022-57.

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the variance request for Katy Dog Run, as recommended by Quiddity.

Next, Mr. Bozoarth updated the Board regarding the Sunterra Development and responded to questions from the Board. He stated that the plans for Clay Road Segment 1 will need to be revised for a second time to comply with Waller County requests. Mr. Bozoarth asked that the approval process be expedited once the revised plans are submitted to Quiddity.

Agenda Item No. 8

GENERAL MANAGER'S REPORT

Ms. Sidwell reviewed the General Manager's Report and Inspector's Report, copies of which are attached hereto as Exhibit "B".

Agenda Item No. 9

FINANCIAL REPORT

Ms. Sidwell presented to and reviewed with the Board the Financial Report, a copy of which is attached hereto as Exhibit "C". Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the Financial Report along with checks listed therein.

Next, upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the one percent (1%) reimbursement of District employees for the month of December, 2022 connected to the Texas County & District Retirement System retirement adjustment.

Upon motion by Supervisor Keeling, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board authorized the \$150,000 transfer from general to payroll fund.

Next, upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board (i) authorized Ms. Sidwell to establish a new business credit card with online access with Prosperity Bank with a credit limit of \$20,000; and (ii) designated Wendy Sidwell, Buddy Brand, and Marvin Peterek as authorized users on the account; and (iii) appointed Wendy Sidwell as the online administrator.

Agenda Item No. 10

GOYA RAIL SPUR PHASE 1 PERMIT NO. 2022-35

The President recognized Mr. Hlavinka who introduced the members of KDW and Goya. Mr. Hlavinka then discussed the submittal timeline of the application for Goya Rail Spur Phase 1 Permit No. 2022-35. He stated that KDW submitted the permit application on February 18, 2022, in accordance with the District's Rules and Regulations at that time. However, Goya is now asked to comply with Atlas 14 requirements, which were not adopted by the District at that time. Mr. Hlavinka also stated that it is misconception that the Goya Rail tract is located in the flood plain. Extensive discussion ensued and Mr. Johnson stated that the permitting process for Goya Rail will continue. The District will assist Goya Rail to find a solution and to achieve compliance with Atlas 14 to ensure flood protection not only for the Goya tract, but for downstream residents. No action was taken on this matter.

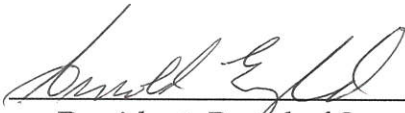
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Agenda Item No. 13
ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Keeling, seconded by Supervisor Welch, and with all Supervisors voting aye, the Board adjourned the meeting at 10:04 p.m.

[EXECUTION PAGE FOLLOWS]

SIGNED this 13th day of March 2023.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

- | | |
|-------------|--------------------------|
| Exhibit "A" | Engineer's Report |
| Exhibit "B" | General Manager's Report |
| Exhibit "C" | Financial Report |

EXHIBIT "A"

Engineer's Report



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

February 10, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Peninsula Development, Inc.
Peninsula Twinwood – **Final Plat**
Permit No. 2022-86
Quiddity, Inc. Job No. R0002-1003-28

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: LJA Engineering, Inc.

Permit Type: Tract Development with Platting – Final Plat

Location: West of Woods Road, south of N Twinwood Center Drive, and east of Discovery Hills Parkway

Survey: Nathan Brookshire League, Abstract 16, Waller County, Texas

Previous Approvals: The District previously approved the Preliminary Plat for Peninsula Twinwood on June 27th, 2022, under Permit No. 2022-69.

Description: The proposed Peninsula Twinwood (Development) is located at the intersection of N Twinwood Center Drive and Woods Road and is a part of the Twinwood Business Park development. The Development encompasses 5.548 acres and includes 0 lots, 1 reserve, and 1 block. The property lies within Waller County.

The drainage from the site is collected through an underground collection system and outfalls into the public storm sewer system located at the Discovery Hills Parkway. It then outfalls into the Twinwood Business Park Phase 2 Detention Facilities, and it will ultimately outfall into the East Fork of Brookshire Creek.

The Twinwood Business Park Phase 2 Detention Facilities were included in the plans titled "Twinwood Business Park Phase 2 Detention Facilities" and approved by the District under Permit No. 2018-67 on April 20, 2020. These detention facilities are part of the originally executed Detention Facilities Management Agreement.



Mr. Arnold England, President

February 10, 2023

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Technical Review:

Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R. Omissions in this approval do not relieve the Development from complying with the District's R&R or any other regulatory criteria having jurisdiction.

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permit** from the governing entity with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Rod Pinheiro, PE, PMP, CFM

MHM/mrw

K:\R0002\R0002-1003-28 Peninsula Twinwood Permit Review\Plan Reviews\Plat Letters\Peninsula Twinwood Final Plat Ltr 020322 V01.docx

cc: Mr. Larry Matthews – Peninsula Development, Inc.
Ms. Naomi McAninch – LJA Engineering, Inc.
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge
Mr. Justin Beckendorff, Waller County Commissioner Precinct 4
Mr. Yancy Scott, PE, CFM, Waller County Engineer
Mr. Andrew Johnson III – Johnson Petrov, LLP



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

February 10, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: CenterPoint Energy
Twinwoods Substation CP Energy – **Final Plat**
Permit No. 2022-95
Quiddity, Inc. Job No. R0002-1003-16

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: TTL Corporation

Permit Type: Tract Development with Platting – Final Plat

Location: 1775 FM 1489, Brookshire, Texas 77423

Survey: William Cooper Survey, Abstract 20, Waller County, Texas

Previous Approvals: The District previously approved the Preliminary Plat for Twinwood Substation on May 23, 2022, under Permit No. 2022-47.

Description: The proposed CenterPoint Energy Twinwoods Substation (Development) is located to the east of FM 1489, north of Rheman Cutoff Road, and south of I-10. The Development encompasses 32.79 acres and includes 0 lots and 2 reserves. The property lies within the City of Brookshire.

The drainage for the Development will be routed to an existing detention basin located in the southeast corner of the property. The detention basin was included in the construction plans titled "Aggregate Haulers Site Development," and the District previously approved it under Permit No. 2016-12 on November 14, 2016. The Development proposes an expansion to the existing detention basin and outfall structures. The detention basin will continue to outfall into the West Fork of Brookshire Creek.

The property owner will execute a Detention Facilities Maintenance Agreement (DFMA), and the Board will consider approval of this agreement as a separate agenda item.



Mr. Arnold England, President
February 10, 2023
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Technical Review: Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R. Omissions in this approval do not relieve the Development from complying with the District's R&R or any other regulatory criteria having jurisdiction.

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permit** from the governing entity with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,



Rod Pinheiro, PE, PMP, CFM

MHM/mrw

K:\R0002\R0002-1003-16 Twinwood Substation (CP) Permit Review\Plan Reviews\Plat Letters\Twinwood Substation (CP) Final Plat Ltr 020923_Final.docx

cc: Mr. Ahamd Amous – CenterPoint Energy
Mr. Brian Tao – TTL Corporation
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge
Mr. Justin Beckendorff, Waller County Commissioner Precinct 4
Mr. Yancy Scott, PE, CFM, Waller County Engineer
Mr. Andrew Johnson III – Johnson Petrov, LLP

**DETENTION FACILITIES MAINTENANCE AGREEMENT
BY AND BETWEEN
BROOKSHIRE-KATY DRAINAGE DISTRICT
AND
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This Detention Facilities Maintenance Agreement (the "Agreement") is made and entered into as of this ____ day of _____ 2022, (the "Effective Date") by and between **BROOKSHIRE-KATY DRAINAGE DISTRICT**, (the "District"), a political subdivision of the State of Texas, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended, and **CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**, a Delaware limited liability company (the "Owner").

W I T N E S S E T H :

RECITALS

1. Owner is the owner of certain real property, within the boundaries of the District, described on **Exhibit "A,"** attached hereto and incorporated by reference (the "Property"); and
2. Owner desires to further improve the Property and the District desires that any development be completed in a manner that will provide for adequate storm water drainage and deterioration on the Property and within the District's boundaries; and
3. The District requires that on-site storm water management facilities be constructed and adequately maintained on the Property by the Owner; and
4. Owner intends to construct and thereafter maintain the "Facilities" on the Property including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds and other devices and measures, necessary to collect, convey, store and control storm water runoff, to be used for conveying storm water from the Property over, under, across, through and upon a private drainage easement (the "Easement") created herein on the Property and described on Exhibit B attached hereto and incorporated herein by reference (the "Easement Property"); and
5. To ensure that the Facilities continue to function according to the design and performance standards to which they were constructed, Owner is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Facilities until such time, if ever, as the obligation to maintain the Facilities is properly terminated.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged by the Parties, District, and Owner agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Definitions

Unless the context requires otherwise, the following terms and phrases used in this Agreement shall have meanings as follows:

- (a) "Adequate Maintenance" shall mean necessary activity by Owner to maintain the Facilities in good working condition as determined by the District's Rules and the District's engineer. A Sample Maintenance Checklist is attached hereto as **Exhibit "C."**
- (b) "Detention Facility Plans" shall mean any design and construction plans for the Facilities approved by District, being **Exhibit "B."**
- (c) "Easement Property" shall mean the areas on the Property where the Facilities will be constructed, installed, and maintained by Owner, as more particularly described on the Detention Facility Plans.
- (d) "Property" shall mean the certain real property, within the boundaries of the District, described on **Exhibit "A."**
- (e) "District Rules" shall mean the District Rules and Regulations, as they may be amended from time to time.
- (f) "Facilities" shall mean those certain storm water drainage and detention facilities, which may include but not be limited to, surface drainage swales, underground storm water pipes, additional collection tanks, pumps, controls, and storm water detention ponds to be constructed and installed by Owner within the Easement Property; The Detention Facilities includes all pipes, channels or other conveyances built to convey storm water to the Detention Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. more accurately described by the Detention Facility Plans.

ARTICLE II **INRODUCTION**

Section 2.01. Covenant Running with the Land. Owner covenants that the burdens and benefits made and undertaken under this Agreement constitute covenants running with the Property, binding all successors and assigns.

Section 2.02. Drainage Easement. Owner dedicates, establishes, and declares for the benefit of the Property (or any portion thereof):

- a. The perpetual, irrevocable and non-exclusive easement, right and privilege to discharge, transport and store storm water from any part of the Property into, over, under, across, through and upon the Facilities and Easement Property; and
- b. The perpetual, irrevocable and non-exclusive easement, right and privilege to use and maintain the Facilities, including the right of access to and from the Facilities, over and across the Easement Property as is reasonably necessary to maintain the Facilities.

Section 2.03. Location of the Facilities. The Facilities shall be located on, over, across, or under the Easement Property.

Section 2.04. Relocation of the Drainage Easement.

- a. The Easement and the Easement Property may be relocated only (i) with the prior written approval of District or its successor and (ii) by a written agreement signed by the owner of the Property. The consent of tenants, mortgagees and beneficiaries and trustees under deeds of trust concerning the affected portions of the Property shall not be required for the relocation to be effective and binding. All relocations of the Easement and the Easement Property shall be accompanied by a letter from a professional engineer licensed in the State of Texas stating that the relocation of the Easement and the Easement Property will not cause any adverse storm water runoff on adjacent properties.
- b. Relocation of the Easement and the Easement Property is valid from the later 1) of the time of recording in instrument of relocation in the official Records of Waller County, Texas or 2) the effective date stated in the recorded instrument of relocation.

ARTICLE III OBLIGATIONS OF OWNER

Section 3.01. Construction and Maintenance. Owner shall be solely responsible for the construction of the Facilities. Owner, its successors and assigns will at all times be solely responsible for the adequate maintenance, repair and inspection of the Facilities. The Facilities are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities, including but not limited to the District's Rules.

Section 3.02. Construction Specifications. The Facilities shall be designed and initially constructed and/or installed by Owner in the Easement Property in accordance with the District's Rules and the Detention Plans.

Section 3.03. Restricted Silt Accumulation. Owner shall not allow more than six (6) inches, or is otherwise provided within the District's Rules, of silt to accumulate at any point within the Facility. Owner shall remove all silt from the Facility at any time silt at any point is greater than six (6) inches, or is otherwise provided within the District's Rules.

Section 3.04. Inspection of the Facilities.

- a. The Owner, its successors and assigns, shall inspect the Facilities and on or before the first January 31st after the one (1) year anniversary date of this Agreement and on or before

every January 31st thereafter until this Agreement is terminated deliver to the District an Annual Inspection Certificate, in the form attached hereto as **Exhibit "D,"** or as may be amended by the District, executed by a Texas registered professional engineer, attesting that he Detention Facilities and outlet conforms to the plans and specifications contained within this Agreement.

- b. Any Inspection and approval of the Facilities by the District shall be conducted in the manner pursuant to the District's Rules.
- c. In the event this Annual Inspection Certificate reflects changes or deviation in any manner or degree at any time from this Agreement, while this Agreement is in effect Owner must bring the Facilities in to compliance with the this Agreement, within 60 days of the date of the Certification and provide the District with an updated Annual Inspection Certificate verifying permit compliance.
- d. The Owner, its successors, and assigns, hereby grant permission to the District, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the District deems necessary in compliance with Section 4.01 of this Agreement.

ARTICLE IV **RIGHTS OF THE DISTRICT**

Section 4.01. Right to Enter. The District, or its designee, is authorized to access the Property and the Easement Property as it deems necessary to conduct inspections of the Facilities to ascertain compliance with this Agreement and the District's Rules, and if necessary or desirable, to maintain the Facilities as provided under Section 4.02 below. The District is relieved of all responsibility for the maintenance of the Facilities for the term of this Agreement. In no event shall this Agreement be construed to impose any such obligation on the District. As the Property will be classified as critical and secure infrastructure, the following access terms will apply:

- a. The District will provide notice of entry two business days in advance of access to one of the following contacts:
 - 1. CenterPoint Energy Houston Electric, LLC Environmental Department
Hotline at:
Telephone No. 713-825-6370; Or
 - 2. CenterPoint Energy Houston Electric, LLC Customer Service
Request Manager of Substation Operations at:
Telephone Nos. 713-659-2111 and/or 713-207-2222
- b. All access to the Property or Easement Property by the District, or its designee, will be in the company of Owner's representative or designee.

Section 4.02. Failure to Maintain the Facilities by Owner. In the event, Owner or its successors or assigns fails to maintain the Facilities as required by this Agreement after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District

deems necessary to maintain the Facilities at the Owner's expense. Owner shall reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Agreement, shall create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by storm water drainage from the Property.

ARTICLE V

TERM

Section 5.01. Term. This Agreement shall commence on the effective date and shall continue in force in perpetuity, subject, however, to termination by the Parties as provided in Section 5.02. and Section 5.03.

Section 5.02. Termination. At such time as a determination has been made that the use of the Detention Facilities is no longer necessary and such determination has been approved in writing by the District and any other governmental agency exercising control, direct or indirect, over such Detention Facilities, the Board of Supervisors of the District shall execute a recordable instrument vacating this Agreement, and such instrument shall expressly provide that the covenants and restrictions running with the land for the purpose of ensuring proper storm water drainage and on-site detention no longer apply to the Property nor will they thereafter be binding upon Owner, its successors and/or assigns.

Section 5.03. Abandoned Facilities. In the event, after twelve (12) months from the effective date of this Agreement, Owner has not begun construction of the Facilities, the Facilities shall be deemed abandoned, this Agreement is terminated, any permits issued in connection with this Agreement to the Owner revoked, and any new permit with respect to the Property shall be processed following the District's then Rules.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Indemnification. OWNER SHALL HOLD THE DISTRICT HARMLESS FROM ANY PROPERTY DAMAGES, PERSONAL INJURY, SUITS, ACTIONS, LIABILITIES, DAMAGE, COSTS, OR ANY OTHER LOSS, CLAIM, OR CAUSE OF ACTION ARISING FROM ANY DAMAGE, INJURY, OR LOSS OF LIFE WHICH MAY OCCUR IN CONNECTION WITH THE OPERATION OR PRESENCE OF THE FACILITIES INSTALLED IN CONNECTION THEREWITH, OR ENFORCEMENT BY DISTRICT OF THIS AGREEMENT. IT IS THE EXPRESSED INTENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED BY OWNER IN THIS SECTION 6.01 IS AN INDEMNITY EXTENDED BY OWNER TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT FROM THE CONSEQUENCES OF DISTRICT'S OWN JOINT OR CONCURRENT NEGLIGENCE, BUT NOT THE DISTRICT'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 6.02. District Rules and Regulations. Owner hereby agrees to follow the Rules and Regulations of the District as they may be amended from time to time.

Section 6.03. Conflicts. The District Rules control over any inconsistent provisions of this Agreement. As applicable provisions of the District Rules and Regulations are amended, modified, revised, deleted or moved to different sections, this Agreement is deemed to be revised so as to conform to the provisions of the District Rules as they may exist from time to time and are applicable to the Property or any part thereof.

Section 6.04. Successors and Assigns Bound. Owner hereby agrees and acknowledges that maintenance of the Facilities as set forth herein, the cost of maintenance, the District's access to the Facilities, the District's rights of ingress and egress to the Facilities and the District's right to recover all costs in the event Owner fails to maintain the Facilities are a burden and restriction on the use of the Property and the provisions of this Agreement shall be binding upon the Owner, its successors and assigns and upon any future owners of the Property.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which the Property was conveyed to such person. Whenever in this Agreement a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.

Section 6.05 Enforcement. Any violation of the Agreement shall be a violation of the District's Rules and shall be subject to the same fines and enforcements as those found in the District's Rules.

Section 6.06. Entire Agreement. This Agreement contains all the representations and the entire agreement between Owner and the District with respect to the subject matter. Any prior correspondence, memoranda or agreements are superseded by this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against Owner.

Section 6.07. Addresses and Notice. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any Party must be in writing and shall be given by depositing the same in the United States mail postpaid, return receipt requested, or by delivering the same to an officer of such Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the District

The Brookshire-Katy Drainage District
P.O. Box 608
Brookshire, Texas 77423
Attn: President

With copy to:

Andrew P. Johnson
Attorney at Law
2929 Allen Pkwy.
Suite 3150
Houston, Texas 77019

If to the Owner:

CenterPoint Energy Houston Electric, LLC
1111 Louisiana
Houston, Texas 77002
Attn: William J. Dougherty, Jr., SROW Manager

Section 6.08. Governing Law. This Agreement and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Agreement is performable only in Waller County, Texas.

Section 6.09. Amendment. This Agreement may not be amended or abrogated in part or whole, without the express written consent of the District.

Section 6.10. Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

Section 6.11. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Section 6.12. Recording of Agreement. This Agreement shall be recorded in the Official Public Records of Waller County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

[EXECUTION PAGE TO FOLLOW]

Owner's Signature Page

SIGNED AND AGREED this _____ day of _____, 2022.

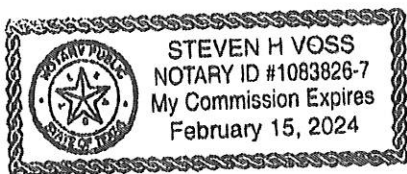
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
a Texas Limited Liability Company

By: [Signature]
Name: William J. Dougherty, Jr.
Title: Attorney-in-Fact

WJD

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9th day of December, 2022,
by WILLIAM J. DOUGHERTY, JR., Attorney-in-Fact of CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC, on behalf of said Limited Liability Company and in the capacity stated.



[Signature]

Notary Public in and for
The State of Texas

Printed Name: STEVEN H. VOSS

My Commission expires: 2/15/24

District's Signature Page

ATTEST:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: DAVID WELCH
Title: Secretary

By: _____
Name: ARNOLD ENGLAND
Title: President

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the day of _____, 2022, by
ARNOLD ENGLAND, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf
of said corporation.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

Exhibit "C"

Storm Water Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
MINOR INSPECTION				
Condition of Pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
MAJOR INSPECTIONS				
Condition of Storm Water Quality Structure				
Type of Storm Water Quality Structure				
Structure type and Condition				
Condition of Rip-				

Condition of filtration system				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Operation of Pumps				
Operation of Pump Controls, including claims				

Exhibit
"D"

The Brookshire-Katy Drainage District
P.O. Box 608
Brookshire, Texas 77423
Email: Admin@bkdd.dst.tx.us

ANNUAL TEXAS REGISTERED PROFESSIONAL ENGINEER INSPECTION CERTIFICATE

I, _____, a Registered Professional Engineer,
duly licensed to practice in the State of Texas do hereby certify that on _____,
____, 20____, the Detention Facility located at _____

designed and constructed as part of _____ Detention
Facility

_____, conformed to the plans and technical
specifications contained in the civil engineering drawings submitted as part of the owner's
permit application and Detention Facility Agreement, within the specifications therein stated
on file with the Brookshire- Katy Drainage District under Permit No. _____.

Signature

Date

Mailing Address

City, State, Zip

{Engineer's Seal}

Phone Number



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

February 10, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: DPM HWY90, LLC
DPM HWY90 Reserve – **Final Plat**
Permit No. 2023-11
Quiddity, Inc. Job No. R0002-1003-54

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Kimley-Horn

Permit Type: Tract Development with Platting – Final Plat

Location: 30229 US-90, Bus, TX 77494

Survey: H. & T.C. R.R.Co. Survey, Abstract 169, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Highway 90 Truck Lot on October 24, 2022, under Permit No. 2022-104.

Description: The proposed truck lot (Development) is located east of Willow Fork and South of US-Hwy 90. The Development encompasses 19.14 acres and includes 0 lots, 1 reserve, and 1 block. The property lies within the City of Katy and is currently undeveloped.

The proposed Development includes constructing a concrete truck parking lot and one (1) private detention pond. The drainage for the site will be conveyed through an internal underground storm sewer system that outfalls into a proposed private detention pond on the southern side of the site. The private detention pond will ultimately outfall into the Willow Fork.

The District has a 160-ft wide drainage easement over the Willow Fork segment that borders the Development's western end. The District is in the process of updating its Master Drainage Plan, which includes the evaluation of the existing flows for this segment of Willow Fork. As of today, and based on our review of the preliminary findings from the Master Drainage Plan update, it is our understanding the 160-ft wide drainage easement is sufficient to satisfy the ultimate Right-of-Way conditions for this segment of Willow Fork.



Mr. Arnold England, President
February 10, 2023
Page 2

The Development requires a TxDOT access permit for the construction of a paved driveway and culvert along US-Hwy 90. The TxDOT driveway permit was obtained by the applicant, and a copy has been provided.

The property owner executed a Detention Facilities Maintenance Agreement (DFMA), and the Board will consider approval of this agreement as a separate agenda item.

Floodplain Permit:

Fill is proposed within the floodplain, and a permit will be required (although not provided) for this project. The City of Katy is the Floodplain Administrator for the receiving waterways. All issues regarding local floodplain regulations must be coordinated through the City of Katy.

Technical Review:

Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R. Omissions in this approval do not relieve the Development from complying with the District's R&R or any other regulatory criteria having jurisdiction.

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.



Mr. Arnold England, President
February 10, 2023
Page 3

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permit** from the governing entity with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Rod Pinheiro, PE, PMP, CFM

MHM/mrw

K:\R0002\R0002-1003-54 Highway 90 Truck Lot Permit Review\Plan Reviews\Plat Letters\Highway 90 Truck Lot - Final Plat.docx

cc: Mr. Mike Burney – Dryport Capital
Mr. Andres Amador – Kimley-Horn
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge
Mr. Justin Beckendorff, Waller County Commissioner Precinct 4
Mr. Yancy Scott, PE, CFM, Waller County Engineer
Mr. Andrew Johnson III – Johnson Petrov, LL

**DETENTION FACILITIES MAINTENANCE AGREEMENT
BY AND BETWEEN
BROOKSHIRE-KATY DRAINAGE DISTRICT
AND
DPM HWY90, LLC**

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This Detention Facilities Maintenance Agreement (the "Agreement") is made and entered into as of this ____ day of _____ 2023, (the "Effective Date") by and between **BROOKSHIRE-KATY DRAINAGE DISTRICT**, (the "District"), a political subdivision of the State of Texas, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended, and **DPM Hwy90, LLC**, a Delaware limited liability company (the "Owner").

WITNESSETH:

RECITALS

1. Owner is the owner of certain real property, within the boundaries of the District, described on Exhibit "A," attached hereto and incorporated by reference (the "Property"); and
2. Owner desires to further improve the Property and the District desires that any development be completed in a manner that will provide for adequate storm water drainage and deterioration on the Property and within the District's boundaries; and
3. The District requires that on-site storm water management facilities be constructed and adequately maintained on the Property by the Owner; and
4. Owner intends to construct and thereafter maintain the "Facilities" on the Property including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds and other devices and measures, necessary to collect, convey, store and control storm water runoff, to be used for conveying storm water from the Property over, under, across, through and upon a private drainage easement (the "Easement") created herein on the Property and described on Exhibit "B," attached hereto and incorporated herein by reference (the "Easement Property"); and
5. To ensure that the Facilities continue to function according to the design and performance standards to which they were constructed, Owner is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Facilities until such time, if ever, as the obligation to maintain the Facilities is properly terminated.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged by the Parties, District, and Owner agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Definitions

Unless the context requires otherwise, the following terms and phrases used in this Agreement shall have meanings as follows:

- (a) "Adequate Maintenance" shall mean necessary activity by Owner to maintain the Facilities in good working condition as determined by the District's Rules and Regulations and the District's engineer. A Sample Maintenance Checklist is attached hereto as **Exhibit "C."**
- (b) "Detention Facility Plans" shall mean any design and construction plans for the Facilities approved by District, being **Exhibit "B."**
- (c) "Easement Property" shall mean the areas on the Property where the Facilities will be constructed, installed, and maintained by Owner, as more particularly described on the Detention Facility Plans.
- (d) "Property" shall mean the certain real property, within the boundaries of the District, described on **Exhibit "A."**
- (e) "District Rules" shall mean the District Rules and Regulations, as they may be amended from time to time.
- (f) "Facilities" shall mean those certain storm water drainage and detention facilities, which may include but not be limited to, surface drainage swales, underground storm water pipes, additional collection tanks, pumps, controls, and storm water detention ponds to be constructed and installed by Owner within the Easement Property; The Detention Facilities includes all pipes, channels or other conveyances built to convey storm water to the Detention Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. more accurately described by the Detention Facility Plans.

ARTICLE II **INTRODUCTION**

Section 2.01. Covenant Running with the Land. Owner covenants that the burdens and benefits made and undertaken under this Agreement constitute covenants running with the Property, binding all successors and assigns.

Section 2.02. Drainage Easement. Owner dedicates, establishes, and declares for the benefit of the Property (or any portion thereof):

- a. The perpetual, irrevocable and non-exclusive easement, right and privilege to discharge, transport and store storm water from any part of the Property into, over, under, across, through and upon the Facilities and Easement Property; and
- b. The perpetual, irrevocable and non-exclusive easement, right and privilege to use and maintain the Facilities, including the right of access to and from the Facilities, over and across the Easement Property as is reasonably necessary to maintain the Facilities.

Section 2.03. Location of the Facilities. The Facilities shall be located on, over, across, or under the Easement Property.

Section 2.04. Relocation of the Drainage Easement.

- a. The Easement and the Easement Property may be relocated only (i) with the prior written approval of District or its successor and (ii) by a written agreement signed by the owner of the Property. The consent of tenants, mortgagees and beneficiaries and trustees under deeds of trust concerning the affected portions of the Property shall not be required for the relocation to be effective and binding. All relocations of the Easement and the Easement Property shall be accompanied by a letter from a professional engineer licensed in the State of Texas stating that the relocation of the Easement and the Easement Property will not cause any adverse storm water runoff on adjacent properties.
- b. Relocation of the Easement and the Easement Property is valid from the later 1) of the time of recording in instrument of relocation in the official Records of Waller County, Texas or 2) the effective date stated in the recorded instrument of relocation.

ARTICLE III OBLIGATIONS OF OWNER

Section 3.01. Construction and Maintenance. Owner shall be solely responsible for the construction of the Facilities. Owner, its successors, and assigns will at all times be solely responsible for the adequate maintenance, repair, and inspection of the Facilities. The Facilities are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities, including but not limited to the District's Rules.

Section 3.02. Construction Specifications. The Facilities shall be designed and initially constructed and/or installed by Owner in the Easement Property in accordance with the District's Rules and the Detention Plans.

Section 3.03. Restricted Silt Accumulation. Owner shall not allow more than six (6) inches, or is otherwise provided within the District's Rules, of silt to accumulate at any point within the Facility. Owner shall remove all silt from the Facility at any time silt at any point is greater than six (6) inches, or is otherwise provided within the District's Rules.

Section 3.04. Inspection of the Facilities.

- a. The Owner, its successors and assigns, shall inspect the Facilities and on or before the first January 31st after the one (1) year anniversary date of this Agreement and on or before

every January 31st thereafter until this Agreement is terminated deliver to the District an Annual Inspection Certificate, in the form attached hereto as Exhibit "D," or as may be amended by the District, executed by a Texas registered professional engineer, attesting that the Detention Facilities and outlet conforms to the plans and specifications contained within this Agreement.

- b. Any Inspection and approval of the Facilities by the District shall be conducted in the manner pursuant to the District's Rules.
- c. In the event this Annual Inspection Certificate reflects changes or deviation in any manner or degree at any time from this Agreement, while this Agreement is in effect Owner must bring the Facilities in to compliance with this Agreement, within 60 days of the date of the Certification and provide the District with an updated Annual Inspection Certificate verifying permit compliance.
- d. The Owner, its successors, and assigns, hereby grant permission to the District, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the District deems necessary in compliance with Section 4.01 of this Agreement.

ARTICLE IV **RIGHTS OF THE DISTRICT**

Section 4.01. Right to Enter. The District, or its designee, is authorized to access the Property and the Easement Property as it deems necessary to conduct inspections of the Facilities, to ascertain compliance with this Agreement, and the District's Rules and Regulations, and if necessary or desirable, to maintain the Facilities as provided under Section 4.02 below. The District is relieved of all responsibility for the maintenance of the Facilities for the term of this Agreement. In no event shall this Agreement be construed to impose any such obligation on the District.

Section 4.02. Failure to Maintain the Facilities by Owner. In the event, Owner or its successors or assigns fails to maintain the Facilities as required by this Agreement after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Facilities at the Owner's expense. Owner shall reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Agreement, shall create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by storm water drainage from the Property.

ARTICLE V

TERM

Section 5.01. Term. This Agreement shall commence on the effective date and shall continue in force in perpetuity, subject, however, to termination by the Parties as provided in Section 5.02. and Section 5.03.

Section 5.02. Termination. At such time as a determination has been made that the use of the Detention Facilities is no longer necessary and such determination has been approved in writing by the District and any other governmental agency exercising control, direct or indirect, over such Detention Facilities, the Board of Supervisors of the District shall execute a recordable instrument vacating this Agreement, and such instrument shall expressly provide that the covenants and restrictions running with the land for the purpose of ensuring proper storm water drainage and on-site detention no longer apply to the Property nor will they thereafter be binding upon Owner, its successors and/or assigns.

Section 5.03. Abandoned Facilities. In the event, after twelve (12) months from the effective date of this Agreement, Owner has not begun construction of the Facilities, the Facilities shall be deemed abandoned, this Agreement is terminated, any permits issued in connection with this Agreement to the Owner revoked, and any new permit with respect to the Property shall be processed following the District's then Rules and Regulations.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Indemnification. To the greatest extent allowed by law, Owner shall hold the District harmless from any property damages, personal injury, suits, actions, liabilities, damage, costs, or any other loss, claim, or cause of action arising from any damage, injury, or loss of life which may occur in connection with the operation or presence of the Facilities, are installed in connection therewith, or enforcement by District of this Agreement.

Section 6.02. District Rules and Regulations. Owner hereby agrees to follow the Rules and Regulations of the District as they may be amended from time to time.

Section 6.03. Conflicts. The District Rules control over any inconsistent provisions of this Agreement. As applicable provisions of the District Rules and Regulations are amended, modified, revised, deleted or moved to different sections, this Agreement is deemed to be revised so as to conform to the provisions of the District Rules as they may exist from time to time and are applicable to the Property or any part thereof.

Section 6.04. Successors and Assigns Bound. Owner hereby agrees and acknowledges that maintenance of the Facilities as set forth herein, the cost of maintenance, the District's access to the Facilities, the District's rights of ingress and egress to the Facilities and the District's right to recover all costs in the event Owner fails to maintain the Facilities are a burden and restriction on the use of the Property and the provisions of this Agreement shall be binding upon the Owner, its successors and assigns and upon any future owners of the Property.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Agreement, whether or not any reference to this Agreement is contained

in the instrument by which the Property was conveyed to such person. Whenever in this Agreement a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.

Section 6.05 Enforcement. Any violation of the Agreement shall be a violation of the District's Rules and Regulations and shall be subject to the same fines and enforcements as those found in the District's Rules Regulations.

Section 6.06. Entire Agreement. This Agreement contains all the representations and the entire agreement between Owner and the District with respect to the subject matter. Any prior correspondence, memoranda or agreements are superseded by this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against Owner.

Section 6.07. Addresses and Notice. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any Party must be in writing and shall be given by depositing the same in the United States mail postpaid, return receipt requested, or by delivering the same to an officer of such Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the District	The Brookshire-Katy Drainage District P.O. Box 608 Brookshire, Texas 77423 Attn: President
--------------------	---

With copy to:	Andrew P. Johnson Attorney at Law 2929 Allen Pkwy. Suite 3150 Houston, Texas 77019
---------------	--

If to the Owner:	Dryport Management LLC 2105 Taft St. Houston, Tx 77006 Attn: <u>Mike Burney</u>
------------------	--

Section 6.08. Governing Law. This Agreement and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Agreement is performable only in Waller County, Texas.

Section 6.10. Assignability. This Agreement shall not be assignable by any of the Parties without prior written consent of the governing bodies of all other Parties which consent shall not be unreasonably withheld. Such assignment shall be evidenced by each Party including such action to assign in their respective minutes of a meeting of their governing bodies.

Section 6.10. Amendment. This Agreement may not be amended or abrogated in part or whole, without the express written consent of the District.

Section 6.11. Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

Section 6.12. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Section 6.13. Recording of Agreement. This Agreement shall be recorded in the Official Public Records of Waller County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

[EXECUTION PAGE TO FOLLOW]

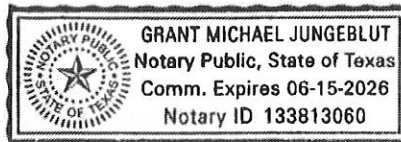
Owner's Signature Page

SIGNED AND AGREED this 27 day of JANUARY, 2023.

DPM Hwy90, LLC
a Delaware Limited Liability Company

By: Mike Burney
Name: Michael Burney
Title: Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 27 day of JANUARY, 2023,
by MICHAEL BURNEY, DIRECTOR of
DPM HWY 90
LLC, on behalf of said Limited Liability Company and in the capacity stated.

Grant M. Jungelut
Notary Public in and for
The State of Texas

Printed Name: GRANT M. JUNGEBLUT

My Commission expires: 06-15-2026

District's Signature Page

ATTEST:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: DAVID WELCH
Title: Secretary

By: _____
Name: ARNOLD ENGLAND
Title: President

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the day of _____, 2023, by
ARNOLD ENGLAND, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf
of said corporation.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

Exhibit "C"

Storm Water Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
MINOR INSPECTION				
Condition of Pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
MAJOR INSPECTIONS				
Condition of Storm Water Quality Structure				
Type of Storm Water Quality Structure				
Structure type and Condition				
Condition of Rip-				

Rap		15		
-----	--	----	--	--

Condition of filtration system				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Operation of Pumps				
Operation of Pump Controls, including claims				

Exhibit
"D"

The Brookshire-Katy Drainage District
P.O. Box 608
Brookshire, Texas 77423
Email: Admin@bkdd.dst.tx.us

ANNUAL TEXAS REGISTERED PROFESSIONAL ENGINEER INSPECTION CERTIFICATE

I, _____, a Registered Professional Engineer,
duly licensed to practice in the State of Texas do hereby certify that on _____,
____, 20____, the Detention Facility located at _____

designed and constructed as part of _____ Detention
Facility

_____, conformed to the plans and technical
specifications contained in the civil engineering drawings submitted as part of the owner's
permit application and Detention Facility Agreement, within the specifications therein stated
on file with the Brookshire- Katy Drainage District under Permit No. _____.

Signature

Date

Mailing Address

City, State, Zip

{Engineer's Seal}

Phone Number



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

February 10, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Sunterra Market, LLC
Sunterra Corner Store – **Preliminary Plat**
Permit No. 2023-14
Quiddity, Inc. Job No. R0002-1003-71

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Windrose Land Services

Permit Type: Tract Development with Platting – Preliminary Plat

Location: South of Stockdick Road and east of Bartlett Road

Survey: JW McCutcheon, Section 130, Abstract 308, Waller County, Texas

Description: The proposed Sunterra Corner Store (development) is located at the intersection of Stockdick Road and Bartlett Road and within the Sunterra development. The development encompasses 2.289 acres and includes 0 lots, 1 reserve, and 1 block. The development includes constructing two (2) buildings, an underground storm sewer system, a concrete parking lot, landscaping, and a gas station.

The drainage from the site is conveyed through an underground private storm sewer system which will outfall directly into the Cane Island Branch of Buffalo Bayou.

The drainage plan for the development is consistent with the Drainage Impact Assessment for Phase IB which has been reviewed and received by the District. The grading and drainage for the site were included in the construction plans titled "Sunterra Phase IB Mass Grading and Detention," previously approved by the District under Permit No. 2020-90 on April 26, 2021.



Mr. Arnold England, President
February 10, 2023
Page 2

Technical Review: Based on our review of the Preliminary Plat of Sunterra Corner Store, the permit application generally complies with the District's Rules and Regulations; we interpose no objection and recommend its approval by the District's Board of Supervisors.

It is to be understood that the approval of the Preliminary Plat by the District's Board of Supervisors does not constitute official acceptance of the proposed development by the District but does constitute an authorization to begin and proceed with the preparation of the Final Drainage Plans and Plat.

The applicant shall not use this Preliminary approval to commence any construction activities until the Final Drainage Plans and Plat have been **approved and accepted** in official actions by the District and from any governing entity with jurisdiction.

Observation: The submittal of the Final Plat for the proposed development shall include the necessary construction plans, drainage calculations, and all engineering supporting related information/documents for review.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Rod Pinheiro, PE, PMP, CFM

MHM/mrw

K:\R0002\R0002-1003-71 Sunterra Corner Store Permit Review\Plan Reviews\Plat Letters\Sunterra Corner Store Preliminary Plat Ltr 20230207.docx

cc: Mr. Shahyan Karowadiya – Sunterra Market, LLC
Mr. Steven Henderson – Windrose Land Services
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge
Mr. Kendric D. Jones, Waller County Commissioner Precinct 3
Mr. Yancy Scott, PE, CFM, Waller County Engineer
Mr. Andrew Johnson III – Johnson Petrov, LLP



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

February 10, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Gehan Homes, LTD.
Sunterra Section 47 – **Final Plat**
Permit No. 2022-57
Quiddity, Inc. Job No. R0002-1002-93

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Quiddity – LDS

Permit Type: Tract Development with Platting – Final Plat

Location: East of future Bartlett Road, west of Pitts Road, south of Beckendorff Road, and north of Stockdick Road

Survey: H.&T.C.R.R. Co. Survey Section 129, Abstract 204, Waller County, Texas

Previous Approvals: The District previously approved the Preliminary Plat for Sunterra Section 47 on March 14, 2022, under Permit No. 2022-13. Phase IIB North: 2021-34

Description: The proposed Sunterra Section 47 (Development) is located east of future Bartlett Road, west of Pitts Road, south of Beckendorff Road, north of Stockdick Road, and is located within the proposed Sunterra development. Sunterra Section 47 encompasses 15.23 acres and includes 70 lots, 3 reserves, and 3 blocks. The property lies within Waller County Municipal Utility District No. 35.

The drainage for Sunterra Section 47 will connect to Detention Pond O (Pond O), which will then outfall into Detention Pond N (Pond N). These basins are a part of the Phase IIB Drainage Impact Analysis reviewed by the District. Pond O and Pond N were included in the construction plans titled "Sunterra Mass Grading and Detention Phase IIB," previously approved by the District under Permit No. 2021-34 on September 13, 2021. Pond O and Pond N are part of the executed amendment to the original Detention Facilities Maintenance Agreement.

Pond N will connect to the Phase IB Detention Pond (Ph IB Pond), which is part of the Phase IB Drainage Impact Analysis reviewed by the District. The Ph IB Pond was included in the construction plans titled "Sunterra Phase IB Mass Grading and Detention," previously approved by the District under Permit No. 2020-90 on April 26, 2021. The Ph IB Pond is also part of the executed addendum to the original Detention Facilities Maintenance Agreement.

Technical Review: The Sunterra development started before the District Rules and Regulations changed on February 28, 2022, to include and adopt the Atlas 14 flow criteria. However, it was designed to satisfy Atlas 14 flow criteria adopted by Harris County.



Mr. Arnold England, President

February 10, 2023

Page 2

Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R. Omissions in this approval do not relieve the Development from complying with the District's R&R or any other regulatory criteria having jurisdiction.

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permit** from the governing entity with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Rod Pinheiro, PE, PMP, CFM

MHM/mrw

K:\R0002\R0002-1002-93 Sunterra Section 47 Permit Review\Plan Reviews\Plat Letters\Sunterra Section 47 Final Plat Ltr. 20230207.docx

cc: Mr. Shamar O'Bryant – Astro Sunettra, LP
Mr. Ian Stewart – Quiddity - LDS
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge
Mr. Kendric D. Jones, Waller County Commissioner Precinct 3
Mr. Yancy Scott, PE, CFM, Waller County Engineer
Mr. Andrew Johnson III – Johnson Petrov, LLP



RULES AND REGULATIONS VARIANCE REQUEST FORM

SECTION 1 - APPLICANT INFORMATION

Rules and Regulations Variance

- No variance will be granted unless requested in writing and approved by the Board.
- In the instance an Applicant can justify and fully support that a requirement or criteria listed within the District's Rules and Regulations cannot be satisfied, a Variance Request Form can be submitted for review.
- Each submittal will be evaluated by the District's Engineer and Brookshire-Katy Drainage District Board on a case-by-case basis.
- All incomplete Variance Request Forms or requests that do not provide sufficient technical support documentation will be rejected.
- The Applicant must submit a completed Variance Request Form and fee (see Fee Schedule Worksheet) with accompanying documentation to support the desired request for approval 30 days prior to the desired Board meeting date. Additional questions and documentation may be required upon further review by the District.
- All supplemental documentation required to support the variance request shall be submitted for the District's review.
- Submittal of a variance request **does not** in any way guarantee approval of the variance. The Board reserves the option to deny any variance request.
- Any variance granted will only be applicable to the specific site and conditions for which the variance was granted. It will not modify or change any standards as they apply to other sites or conditions.

Mark Type of Variance (required)

- | | |
|---|--|
| ☐ Utility, Pipeline, and Cable Crossings | ☒ Tract Development Without Platting |
| ☐ Private and Public Road Crossings | ☐ Tract Development With Platting |
| ☐ Drainage Connection Without Land Use Changes | ☐ Master Drainage Plan |

Specific Section and Rule within District Rules & Regulations that is associated with the variance request
(Ex: Article 1. Sect. 1.A): Article IV, Section 9.A

Project Information

Project Address/Legal Description: 28785 Clay Road Katy, TX 77493

BKDD Permit No.: 2017-20

Owner/Applicant Information

Owner's Name: KT Dog Ranch and Kennel

Date: 1/27/23

Applicant's Engineer Firm Name: NA

Engineer of Record Name: _____

Signature: [Signature]

Email: kirstencullen@gmail.com

Phone: 3038032425



RULES AND REGULATIONS VARIANCE REQUEST FORM

SECTION 2 - ENGINEERING JUSTIFICATION

Engineering Reason For Variance Request (specify details)

Provide a statement of what the variance request is and why the selected criteria listed within the District's Rules and Regulations should be varied or are not applicable to the development. Justification shall not include cost or reference to cost. If the space provided is not adequate, continue/provide on a separate document and attach as needed.

Variance(s) Requested:

As the property owner of 28785 Clay Road, I am writing with regard to the current approved drainage plan 2017-20. There are many deficiencies in the current plan that are not allowing water to move off the property. There are several factors contributing, including (but not limited to) drainage issues at Clay Road and the surrounding neighbors blocking water flow. Because of these issues, I am asking for your consideration not to operate under the current approved drainage plan. I understand there are several opportunities for future improvements of which you have my commitment to remedy the problem based on the recommended solution.

SECTION 3 - BKDD REVIEW

For The District Use Only

Recommendation/Reason(s) if not approved:

- ☐ Approved as Submitted
- ☐ Approved as Noted
- ☐ Not Approved For Reason(s) Stated
- ☐ Not Applicable

BKDD President

Date: ____ / ____ / ____

BKDD General Manager

BKDD District Engineer

Attention:

The approval of this variance in no way affects the responsibilities and liability of the Owner or Design Professional responsible for the project and for the associated plan sheets and design. No representation or warranty of any kind is made by the District for any purposes whatsoever.

EXHIBIT "B"

General Manager's Report

BROOKSHIRE-KATY DRAINAGE DISTRICT
MONTHLY EQUIPMENT MILEAGE/HOUR, AND EXPENSE REPORT

January 2023

TRACTORS

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
JD 5100E BAT-WING TRACTOR	2019	2,138	0	145	\$0.00	\$340.29
JD R15 15' Flex-Wing Cutter	2019	-	-	-	\$0.00	\$0.00
JD 6145M 2019 BOOM MOWER	2019	1,914	0	96	\$250.00	\$3,019.00
JD 6145M 2021 BOOM MOWER	2021	747	0	141	\$7.76	\$179.17
JD 6150M BOOM MOWER	2015	5,587	65	262	\$203.99	\$1,985.68
JD 930M Z-TRAK MOWER	2018	493	0	16	\$0.00	\$0.00

HEAVY EQUIPMENT

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
CAT D6k2 DOZER	2019	1,028	46	158	\$0.00	\$0.00
CAT 323 EXCAVATOR	2018	3,076	73	249	\$0.00	\$3,938.63
CAT 416E BACKHOE	2012	2,889	15	43	\$0.00	\$187.45
JD 755A TRACK LOADER	1982	2,573	7	8	\$0.00	\$0.00
NORAM 65E MOTOR GRADER	2014	2,844	20	43	\$3,623.32	\$3,623.32

VEHICLES

EQUIPMENT	YEAR MODEL	LIFETIME MILES	MILES THIS MONTH	FISCAL YTD MILES	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
F-250 4X4 w/FUEL TANK (CREW)	2020	10,073	444	1,747	\$0.00	\$15.00
TACOMA SR 4X4 (INSPECTOR)	2019	32,267	1,134	2,767	\$11.99	\$1,232.16
F-150 4X4 (GENERAL MANAGER)	2017	71,058	1,568	4,865	\$1,102.32	\$1,167.32
F-250 4X4 (FOREMAN)	2016	99,166	1,206	4,210	\$12.99	\$12.99
F-750 DUMP TRUCK	2011	35,078	212	470	\$2,220.52	\$2,248.42
F-250 4X4 w/FUEL TANK (CREW)	2008	168,467	520	1,125	\$0.00	\$592.40
F-250 4X2 (CREW)	2006	117,252	342	509	\$0.00	\$0.00
FREIGHTLINER HAUL TRUCK	2000	384,271	65	400	\$170.97	\$198.87
CHEVROLET C-60 FARM TRUCK	1977	UNKNOWN	UNKNOWN	UNKNOWN	\$0.00	\$0.00

TRAILERS

EQUIPMENT	YEAR MODEL		EXPENSES THIS MONTH	FISCAL YTD EXPENSES
LOAD MAX TRAIL 20' TANDEM	2020		\$0.00	\$0.00
CARRY-ON 6'x8' 2-WHEEL	2017		\$0.00	\$0.00
NUTTALL LOWBOY	1985		\$0.00	\$0.00
SPRAYER TANK TRAILER	?		\$0.00	\$0.00
HOME-MADE 4-WHEEL	1980		\$0.00	\$0.00

EXHIBIT "C"

Financial Report

JANUARY 2023 - FINANCIAL REPORT

General Fund	\$1,983,890.39
Payroll Fund	\$71,150.03
Petty Cash	\$1,704.71
Building Fund	\$1,100,435.16
Capital Improvement Fund	\$600,260.48
Texpool Fund	\$2,959.40
Amegy Bank Checking	\$69,600.84
Austin Co. State Bank CD	\$243,052.51
Bank of Shiner CD	\$182,076.20
Bank of Brenham CD	\$245,000.00
Citizens State Bank CD	\$240,956.67
Fayetteville Bank CD	\$178,351.13
First Nat. Bank Bellville CD	\$179,083.16
Industry State Bank CD	\$246,720.99
TOTAL RECONCILED BALANCE	\$5,345,241.67
<i>All accounts are reconciled.</i>	

FUNDS						
	TexPool	Prosperity Bank General Fund	Prosperity Bank Payroll Fund	Amegy Bank Grant - Checking	Prosperity Bank Building Fund	Prosperity Bank Capital Imprvmnts
Fund Balance						
Beginning Balance 1/1	\$2,949.44	\$1,790,571.87	\$123,146.32	\$69,600.84	\$1,100,294.99	\$600,184.02
Deposits and Credits	\$9.96	\$332,617.27	\$13.11	\$0.00	\$140.17	\$76.46
Debits and Withdrawals	\$0.00	\$119,911.99	\$37,956.65	\$0.00	\$0.00	\$0.00
Ending Balance 1/31	\$2,959.40	\$2,003,277.15	\$85,202.78	\$69,600.84	\$1,100,435.16	\$600,260.48
Less Total Outstanding Drafts/Deposits (Net Amount)	\$0.00	-\$19,386.76	-\$14,052.75	\$0.00	\$0.00	\$0.00
Adjusted Ending Balance 1/31	\$2,959.40	\$1,983,890.39	\$71,150.03	\$69,600.84	\$1,100,435.16	\$600,260.48
Monthly Interest Earned	\$9.96	\$229.95	\$13.11	\$0.00	\$140.17	\$76.46

CERTIFICATES OF DEPOSIT							
	Austin County State Bank	Bank of Shiner	Citizens State Bank	Fayetteville Bank	First National Bank of Bellville	Industry State Bank	Bank of Brenham
Fund Balance							
Beginning Balance 12/1	\$243,052.51	\$180,806.14	\$240,956.67	\$178,351.13	\$179,083.16	\$245,000.00	\$245,000.00
Deposits and Credits	\$0.00	\$1,270.06	\$0.00	\$0.00	\$0.00	\$1,720.99	\$0.00
Debits and Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance 12/31	\$243,052.51	\$182,076.20	\$240,956.67	\$178,351.13	\$179,083.16	\$246,720.99	\$245,000.00
Interest/Earned	\$0.00	\$1,270.06	\$0.00	\$0.00	\$0.00	\$1,720.99	\$0.00

BUDGET	
22-23 FY Budget	\$3,997,825.15
YTD Expenses	\$842,321.18
New Equipment	\$0.00
Total Budgeted Expenses YTD	\$842,321.18

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

February 27, 2023

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in special session, open to the public, at 8:00 a.m. on the 27th day of February, 2023, at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Assistant Secretary

and all of the above were present except Supervisor Chisum, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District (via teleconference); Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Rod Pinheiro, P.E., Michael McCarthy, P.E., Steve Berckenhoff, P.E., Jeff Haeber, P.E., and Jeff Brindle, P.E. of Quiddity Engineering ("Quiddity" or "Engineer"); Kyle Bank of Sunterra Development; and Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4
UPDATE ON BROOKSHIRE-KATY DRAINAGE DISTRICT'S MASTER DRAINAGE PLAN

Messrs. Haeber and Brindle presented to and reviewed with the Board the Master Drainage Plan for the District. Mr. Haeber responded to questions from Mr. Kitzman stating that once the Drainage Plan is finalized, the downstream flow to Fort Bend County and Harris County will be better known. Additionally, Quiddity will be able to compare the Drainage Plan with the models prepared by Fort Bend County and Harris County, which should not be much different. Mr. Haeber further explained that the District's Master Drainage Plan will supersede the FEMA maps, as the Master Drainage Plan was created using the most recent data. The Drainage Rules and Regulations for Fort Bend County are also based not on the FEMA maps but their most recent drainage plans. Mr. Brindle stated that all interested parties will be able to view the Master Drainage Plan once finalized, which should be in March, 2023.

[Mr. Kitzman exited the meeting.]

Agenda Item No. 5

UPDATE ON SUNTERRA DEVELOPMENT AND OTHER PENDING MATTERS

It was reported that the plans for Clay Road - Segment 1 of the development are being revised for a second time to comply with the comments from Waller County. Once the second revision is done, the plans will be submitted to the District.

Agenda Item No. 6

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR SUNTERRA APARTMENTS - PRELIMINARY PLAT, PERMIT NO. 2023-16

Upon motion by Supervisor Keeling, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Tract Development with Platting for Sunterra Apartments - Preliminary Plat, Permit No. 2023-16, as recommended by District Engineer.

Agenda Item No. 7

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR CORNER AT KINGSLAND - PRELIMINARY PLAT, PERMIT NO. 2023-15

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Tract Development with Platting for Corner at Kingsland - Preliminary Plat, Permit No. 2023-15, as recommended by District Engineer.

Agenda Item No. 8

PERMIT APPLICATION FOR UTILITY, PIPELINE AND CABLE CROSSING FOR CENTERPOINT FM 359 TO BROOKSHIRE PHASES 1-4 PROJECT, PERMIT NO. 2022-94

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Utility, Pipeline and Cable Crossing for CenterPoint FM 359 to Brookshire 1-4 Project -Permit No. 2022-94, as recommended by District Engineer.

Agenda Item No. 9

PURCHASE OF 2008 TALBERT 55TON GOOSENECK LOWBOY TRAILER FROM RITCHIE BROS AUCTIONEERS

Ms. Sidwell reported that after receiving authorization from Supervisors Welch and England, a 2008 Talbert 55-ton Gooseneck Lowboy trailer was purchased from Ritchie Bros Auctioneers for the total amount of \$60,112.57, which includes the purchase price of \$57,000 plus transaction fees of \$3,112.57.

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board ratified the purchase authorization of a 2008 Talbert 55-ton Gooseneck Lowboy trailer from Ritchie Bros Auctioneers for the total amount of \$60,112.57, which includes the purchase price of \$57,000 plus transaction fees of \$3,112.57.

Agenda Item No. 10

DECLARE SURPLUS PROPERTY

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board declared the 1985 Nuttall Trailer Lowboy Trailer; VIN NMC235EFXE4050660 the surplus property.

Agenda Item No. 11

EMPLOYER-INSURED DEDUCTIBLE REIMBURSEMENT IN COMPLIANCE WITH AMERIFLEX

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board authorized the medical deductible reimbursement for Ms. Sidwell in the total amount of \$892.17 (deductible reimbursement of \$642.17 after she paid the initial \$250.00).

Agenda Item No. 12

FUNABOUNDS INVOICE REGARDING INSTALLATION OF CAROUSEL AT DISCOVERY PARK

Ms. Sidwell reported that the initial payment of \$3,600 previously approved by the Board was for the carousel parts only. FunAbounds sent the second invoice in the amount of \$2,500 for the carousel installation.

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the payment to FunAbounds in the amount of \$2,500.

Agenda Item No. 13

RESOLUTION IMPLEMENTING PENALTY ON DELINQUENT TAXES, INCLUDING SECTION 33.11 OF THE TAX CODE, AND CONTRACTING WITH ATTORNEYS TO COLLECT DELINQUENT TAXES

Mr. Petrov presented the Order Authorizing Additional 20% Penalty on Delinquent Tax Accounts, a copy of which is attached hereto as Exhibit "A". Mr. Petrov explained that the District's Tax Collector, Waller County, has a contract with the Delinquent Tax Attorney, Perdue, Brandon, Fielder, Collins & Mott, L.L.P., who will collect delinquent taxes on behalf of the District.

Agenda Item No. 14

RESOLUTION AUTHORIZING PETITION CHALLENGING APPRAISAL RECORDS

Mr. Petrov then presented a Resolution Authorizing Petition Challenging Appraisal Records for the Board to consider, a copy of which is attached hereto as Exhibit "A-1". He stated that the Resolution authorizes the District's General Manager, District Administrator and District Attorney to submit a petition challenging appraisal records for any class of properties to the Waller County Appraisal District on behalf of the District if any corrections are needed.

Agenda Item No. 15

ORDER DETERMINING AD VALOREM TAX EXEMPTIONS

Mr. Petrov presented the Order Determining Ad Valorem Tax Exemptions, a copy of which is attached hereto as Exhibit "A-2". There are no tax exemptions granted by the District.

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and all Supervisors present voting aye, the Board approved (i) the Order Determining Ad Valorem Tax Exemptions for the 2023 Tax Year; (ii) the Resolution Authorizing Petition Challenging Appraisal Records; and (iii) the Order Authorizing Additional 20% Penalty on Delinquent Tax Accounts.

Agenda Item No. 16
EXECUTIVE SESSION

At 9:30 a.m., upon motion by Supervisor Keeling, seconded by Supervisor Welch, the President called an Executive Session pursuant to Sections 551.071 and 551.072 of the Open Meetings Act, to discuss matters of attorney-client privilege and real-estate matters. All Board members (except Supervisor Chisum), Mr. Brand, Ms. Sidwell, Mr. Pinheiro, Mr. McCarthy, Mr. Berckenhoff, Mr. Haeber, P.E., Mr. Brindle, Mr. Johnson, Mr. Petrov, and Mrs. Croon were present for the executive session. No action was taken in the Executive Session.

Agenda Item No. 17
REGULAR SESSION

At 10:01 a.m., upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board reconvened the meeting in regular session.

ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Keeling, seconded by Supervisor Beckendorff, and with all Supervisors voting aye, the Board adjourned the meeting at 10:03 a.m.

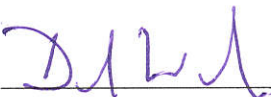
[EXECUTION PAGE FOLLOWS]

SIGNED this 13th day of March 2023.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

- | | |
|-------------|---|
| Exhibit A | Order Authorizing Additional 20% Penalty on Delinquent Tax Accounts |
| Exhibit A-1 | Resolution Authorizing Petition Challenging Appraisal Records |
| Exhibit A-2 | Order Determining Ad Valorem Tax Exemptions |

**ORDER IMPLEMENTING PENALTY ON 2022 DELINQUENT TAXES AND
CONTRACTING WITH THE COUNTY TO COLLECT DELINQUENT TAXES**

**THE STATE OF TEXAS
COUNTY OF WALLER
BROOKSHIRE-KATY DRAINAGE DISTRICT**

§
§
§

We, the undersigned officers of the Board of Supervisors (the "Board") of **BROOKSHIRE-KATY DRAIANGE DISTRICT** (the "District"), hereby certify as follows:

The Board convened in regular session, open to the public, on Monday, February 27, 2023, at 8:00 a.m., at the regular meeting place thereto, and the roll was called of the members of the Board, to-wit:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

All members of the Board were present except the following: JOHN CHISUM, thus constituting a quorum. Whereupon other business, the following was transacted at such Meeting: A written

**ORDER IMPLEMENTING PENALTY ON 2022 DELINQUENT TAXES
AND CONTRACTING WITH THE COUNTY TO COLLECT DELINQUENT TAXES**

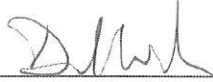
was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and after full discussion, such motion, carrying with it the adoption of such Order prevailed, carried, and became effective by the following vote:

AYES: 4 **NOES:** Ø

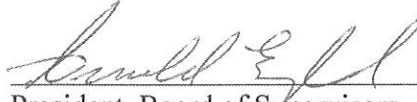
A true, full and correct copy of the aforesaid Order adopted at the Meeting described in the above foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board are duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such meeting, and each of the officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551 of the Texas Government Code and Section 49.063 of the Texas Water Code, as amended.

EXHIBIT "A"

SIGNED this 27th day of February, 2023.



Secretary, Board of Supervisors



President, Board of Supervisors

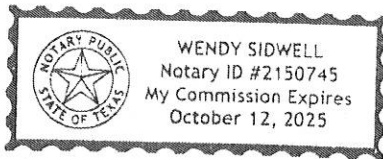
THE STATE OF TEXAS

§
§
§

COUNTY OF WALLER

Before me on this day, personally appeared Arnold England, proved to me to be the person and the President of Brookshire Katy Drainage District whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 27th day of February, 2023.



Notary Public in and for the State of Texas



Printed Name

**ORDER IMPLEMENTING PENALTY ON 2022 DELINQUENT TAXES
AND CONTRACTING WITH THE COUNTY TO COLLECT DELINQUENT TAXES**

THE STATE OF TEXAS §
COUNTY WALLER §
BROOSKHIRE-KATY DRAINAGE DISTRICT §

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BROOKSHIRE-KATY DRAIANGE DISTRICT THAT:

Section 1: Pursuant to Texas Tax Code, Section 33.11, as amended, on April 1, 2023, all personal property tax accounts which are delinquent for the tax year 2022 will incur additional penalties in the amount of twenty percent (20%) of the sum of the tax, penalty and interest then due, and to be due, in order to help defray the cost of collection of the same. The Tax Collector shall deliver a notice of delinquency and of this additional penalty to the owner of each personal property tax account, at least thirty (30) and not more than sixty (60) days before April 1, 2023.

Section 2: Pursuant to Texas Tax Code, Section 33.01, as amended, on July 1, 2023 all real property tax accounts which are delinquent for the tax year 2022 will incur additional penalties in the amount of twenty percent (20%) of the sum of the tax, penalty and interest then due, and to be due, in order to help defray the cost of collection of the same. The Tax Collector shall deliver a notice of delinquency and of this additional penalty to the owner of each real property tax account, at least thirty (30) and not more than sixty (60) days before July 1, 2023.

Section 3: The Board of Supervisors (the "Board") has retained and contracted with County of Waller to collect delinquent taxes pursuant to Section 6.30(b) of the Property Tax Code, and that it is the intention of this Board to comply in all respects with Sections 33.07 and 33.08 of such Tax Code.

* * * * *

**CERTIFICATE OF RESOLUTION
AUTHORIZING PETITION CHALLENGING APPRAISAL RECORDS**

**THE STATE OF TEXAS
COUNTY OF WALLER
BROOKSHIRE-KATY DRAINAGE DISTRICT**

§
§
§

We, the undersigned officers of the Board of Supervisors (the "Board") of **BROOKSHIRE-KATY DRAIANGE DISTRICT** (the "District"), hereby certify as follows:

The Board convened in regular session, open to the public, on Monday, February 27, 2023, at 8:00 a.m., at the regular meeting place thereto, and the roll was called of the members of the Board, to-wit:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

All members of the Board were present except the following: JOHN CHISUM, thus constituting a quorum. Whereupon other business, the following was transacted at such Meeting: A written

RESOLUTION AUTHORIZING PETITION CHALLENGING APPRAISAL RECORDS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and after full discussion, such motion, carrying with it the adoption of such Order prevailed, carried, and became effective by the following vote:

AYES:

4

NOES:

Ø

A true, full and correct copy of the aforesaid Order adopted at the Meeting described in the above foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board are duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such meeting, and each of the officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551 of the Texas Government Code and Section 49.063 of the Texas Water Code, as amended.

EXHIBIT "A-1"

SIGNED this 27th day of February, 2023.

DLW
Secretary, Board of Supervisors

Arnold England
President, Board of Supervisors

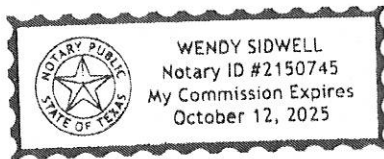
THE STATE OF TEXAS

COUNTY OF WALLER

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§

Before me on this day, personally appeared Arnold England, proved to me to be the person and the President of Brookshire Katy Drainage District whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 27th day of February, 2023.



Wendy Sidwell
Notary Public in and for the State of Texas

Wendy Sidwell
Printed Name

RESOLUTION AUTHORIZING PETITION CHALLENGING APPRAISAL RECORDS

THE STATE OF TEXAS

§

COUNTY OF WALLER

§

BROOKSHIRE-KATY DRAINAGE DISTRICT

§

WHEREAS, the Waller County Appraisal District prepares the appraisal records for Brookshire-Katy Drainage District (the "District"); and

WHEREAS, the District has authority under the provisions of the Texas Property Tax Code to challenge the appraisal records as prepared by the Waller County Appraisal District on certain grounds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BROOKSHIRE-KATY DRAINAGE DISTRICT THAT:

1. The recitals hereinabove are true and correct to the best of our knowledge.
2. The District's General Manager, District Administrator, and District Attorney are hereby authorized to submit a Petition Challenging Appraisal Records to Waller County Appraisal District on behalf of the District on any one or more of the following grounds:
 - a. The level for appraisal for the territory or category of property;
 - b. Exclusion of the property from the appraisal records;
 - c. Grant of exemption to the property;
 - d. Determination that the property qualifies for productivity appraisal;
 - e. Omission of the property from this unit's appraisal roll; and
 - f. The valuation of the property.
3. The Board of Supervisors authorizes its President or Vice President to execute, and Secretary to attest this resolution on behalf of the Board and the District.

* * * * *

CERTIFICATE OF ORDER DETERMINING AD VALOREM TAX EXEMPTIONS

STATE OF TEXAS
COUNTY OF WALLER
BROOKSHIRE-KATY DRAINAGE DISTRICT

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We, the undersigned officers of the Board of Supervisors (the "Board") of **BROOKSHIRE-KATY DRAIANGE DISTRICT** (the "District"), hereby certify as follows:

The Board convened in regular session, open to the public, on Monday, February 27, 2023, at 8:00 a.m., at the regular meeting place thereto, and the roll was called of the members of the Board, to-wit:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

All members of the Board were present except the following: JOHN CHISUM, thus constituting a quorum. Whereupon other business, the following was transacted at such Meeting: A written

ORDER DETERMINING AD VALOREM TAX EXEMPTIONS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and after full discussion, such motion, carrying with it the adoption of such Order prevailed, carried, and became effective by the following vote:

AYES: 4 NOES: 0

A true, full and correct copy of the aforesaid Order adopted at the Meeting described in the above foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board are duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such meeting, and each of the officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551 of the Texas Government Code and Section 49.063 of the Texas Water Code, as amended.

EXHIBIT "A-2"

SIGNED this 27th day of February, 2023.

DJW
Secretary, Board of Supervisors

Arnold England
President, Board of Supervisors

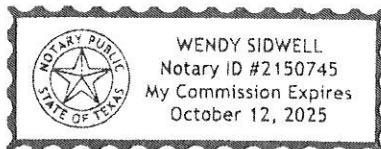
THE STATE OF TEXAS

§
§
§

COUNTY OF WALLER

Before me on this day, personally appeared Arnold England, proved to me to be the person and the President of Brookshire Katy Drainage District whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 27th day of February, 2023.



Wendy Sidwell
Notary Public in and for the State of Texas

WENDY SIDWELL
Printed Name

ORDER DETERMINING AD VALOREM TAX EXEMPTIONS

STATE OF TEXAS
COUNTY OF WALLER
BROOKSHIRE-KATY DRAINAGE DISTRICT

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§

WHEREAS, the Board of Supervisors (the "Board") of **BROOKSHIRE-KATY DRAINAGE DISTRICT** (the "District"), is required to levy and cause to be assessed and collected ad valorem taxes upon all property (real, personal or mixed) subject to taxation within the boundaries of the District; and

WHEREAS, in order for the Board to determine ad valorem tax exemptions, the Board must adopt an Order prior to July 1 of each year; and

WHEREAS, the Board has determined that no optional tax exemption shall be granted.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF BROOKSHIRE-KATY DRAINAGE DISTRICT THAT:

1. The Board hereby grants no optional exemption(s) from ad valorem taxation.

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