



City of Montgomery City Council Regular Meeting Agenda

June 23, 2026 at 6:00 PM
Montgomery City Hall – Council Chambers
101 Old Plantersville Rd. Montgomery, TX 77316

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held on **June 23, 2026 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City’s website under Agenda/Minutes and then select Live Stream Page (located at the top of the page). The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City’s website, when available. **The City is currently experiencing technical issues with its audio-visual equipment. Live video streaming services cannot be guaranteed at this time. We are actively working to resolve the issue and restore full service as soon as possible.**

OPENING AGENDA

1. Call Meeting to Order.
2. Invocation.
3. Pledges of Allegiance.
4. Citizen Comments.

Comments will be received from the public on any matters within the jurisdiction of the City of Montgomery, Texas. Speakers will be limited to three (3) minutes each. Persons wishing to participate (speak) during the Public Forum portion of the meeting must sign-in to participate prior to the meeting being called to order. Please note that discussion, if any, or subjects for which public notice has not been given, are limited to statements of specific factual responses and recitation of existing policy.

PRESENTATION

5. Presentation: Municipal Clerk’s Office Achievement of Excellence Award.

CONSENT AGENDA

All Consent Agenda items are considered to be routine by the City Council and will be enacted by a single motion. There will be no separate discussion on these items unless a Council Member requests an item to be removed and considered separately.

6. Consideration and possible action on the City Council Regular Meeting Minutes of June 09, 2026.
7. Consideration and possible action on the City Council Workshop Meeting Minutes of June 15, 2026.
8. Consideration and possible action on a Resolution calling for a Public Hearing on an application by Wells Fargo for a Special Use Permit for a financial institution with a drive-through lane on the property legally described at Corner John, TRACT2-B, ACRES 1.188.

9. Consideration and possible action on a Resolution calling for a Public Hearing on an application by Caroline Plagens of Charlotte's Spot LLC for a Special Use Permit to allow an existing indoor children's play business and proposed expansion at 15363 Summit Park Drive, Suite 204.
10. Consideration and possible action authorizing the Mayor to sign the Agreement Authorizing Placement of Improvements within Right-Of-Way of Lone Star Parkway (City of Montgomery Wayfinding Signs).

REGULAR AGENDA

All items on the Regular Agenda are for discussion and/or action.

11. Consideration and possible action on an Agreement for Construction of Roadway Project Old Plantersville Road by and between Montgomery County, Texas, the City of Montgomery, Texas, and Montgomery County Municipal Utility District No. 215.
12. Consideration and possible action regarding approval of a Memorandum of Ground Lease Agreement between the City of Montgomery and Communications Tower Group I LLC for use of City-owned property located at 14751 Liberty Street, Montgomery, Texas, and authorize the City Administrator to execute the document.
13. Consideration and possible action regarding approval of a Ground Lease Agreement between the City of Montgomery and Communications Tower Group I LLC for use of City-owned property for telecommunications-related purposes, and authorize the City Administrator to execute the document.
14. Consideration and possible action by the City Council on the Final Plat for Lone Star Hills Section 1 (Dev. No. 2404).
15. Consideration and possible action on a variance request outlined in Section 78-162 of the City's Code of Ordinance for the Church of Montgomery (Dev. No. 2501).
16. Consideration and possible action on the acceptance of a Utility and Economic Feasibility Study on the Cottage Green development (Dev. No. 2605).
17. Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the MISD Waterline Extension project.
18. Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the Old Plantersville 12" Waterline Extension project.

CLOSING AGENDA

19. Council Inquiry

Pursuant to Texas Government Code Section 551.042, City Council members may inquire about a subject not specifically listed on this Agenda. Responses are limited to the recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

20. Items to consider for placement on future agendas.
21. Adjourn.

The City Council for the City of Montgomery reserves the right to adjourn into executive session at any

time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **June 17, 2026 by 5:00 PM** and remained so posted continuously for at least three (3) business days preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

This public notice was removed from the official posting board at the Montgomery City Hall on the following:

Date: _____ Time: _____

By: _____
City Secretary's Office
City of Montgomery, Texas

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodation.



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 5.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Presentation: Municipal Clerk's Office Achievement of Excellence Award.

RECOMMENDATION

Presentation Only.

BACKGROUND

The Texas Municipal Clerk's Association (TMCA) Municipal Clerk's Office Achievement of Excellence Award recognizes the excellence in the effective and efficient management of resources in a municipal clerk's office. The first recipients were awarded in 2020. The Achievement of Excellence Award covers a period of two years. The City of Montgomery is one of 42 recipients of the award for the 2026-2027 period.

The goal of the award program is to recognize municipal clerk offices that meet certain professional requirements, promotion of the office, recognizing the office's management with elected officials and community, and demonstration of compliance with local, state and federal standards.

FISCAL IMPACT

N/A

ATTACHMENTS

1. 2026 Achievement of Excellence Award_14



May 13, 2026

Ruby Beaven
City of Montgomery

via email: rbeaven@ci.montgomery.tx.us

Dear Ruby Beaven

Congratulations on behalf of the Texas Municipal Clerks Association, Inc., and the Achievement of Excellence Award Committee. The Office of the Municipal Clerk in the City of Montgomery has met the requirements to receive the Achievement of Excellence Award!

The Achievement of Excellence Award program recognizes the statutory requirements and demands for the effective and efficient management of resources for proper governance by the municipal clerk's office. The award recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk's office must have met nine of 12 standards to be eligible for the Excellence Award.

Your office clearly succeeded in demonstrating the standards that qualified you to receive this award and we are proud of you and your office's accomplishments. This award highlights contributions that you and your city make in your local government.

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and officially acknowledged in October at the awards banquet held during our annual Advanced Institute. In addition, the municipal clerk's office will receive a framed award certificate, so watch for it in the mail in approximately 8 – 10 weeks! If you would like your award presented in person or at a City Council meeting, please contact a TMCA staff member at municlerks@unt.edu.

A copy of the notification mailed to your Designated Official(s) is enclosed. Congratulations again and keep up the GREAT work!

Sincerely,

Jennifer Kirkland, TRMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.

C: Achievement of Excellence Award Committee
Gretchen Mercer, TRMC – TMCA, Inc., President
Sharon McFadden, TRMC – Committee Board Liaison





May 13, 2026

Brent Walker, City Administrator
City of Montgomery

via email: bwalker@ci.montgomery.tx.us

Dear Brent Walker,

This letter is to inform you that the Office of the Municipal Clerk in the City of Montgomery is one of 42 to receive the Texas Municipal Clerk’s Office Achievement of Excellence Award.

The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk’s office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk’s office must have met and demonstrated nine of 12 standards to be eligible to receive the award. The 12 standards considered by the committee includes:

- Records Management
- Professional Development / Certifications
- Government Transparency
- Elections
- Awards/Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Stream Line Projects
- Departmental Training

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and be officially acknowledged in October at the awards banquet during our annual Advanced Institute. In addition, the Municipal Clerk’s Office will receive a framed award certificate, so watch for it in the mail approximately 8 – 10 weeks!

Sincerely,

Jennifer Kirkland, TRMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.



C: Achievement of Excellence Award Committee
Gretchen Mercer, TRMC – TMCA, Inc., President
Sharon McFadden, TRMC – Committee Board Liaison



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 6.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action on the City Council Regular Meeting Minutes of June 09, 2026.

RECOMMENDATION

Approve the minutes as presented.

BACKGROUND

Please see the accompanying minutes:

City Council Regular Meeting Minutes of June 09, 2026

FISCAL IMPACT

N/A

ATTACHMENTS

1. 2026, 06-09 CC Minutes_DRAFT



**City Council
Regular Meeting Minutes
June 9, 2026**

OPENING AGENDA

1. Call Meeting to Order.

The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Sara Countryman at 6:00 p.m. on June 9, 2026, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a quorum was established.

Present: Mayor Sara Countryman
Council Member Carol Langley
Council Member Jeff Glaser
Mayor Pro-Tem Cheryl Fox
Council Member Stan Donaldson

Absent: Council Member Casey Olson

2. Invocation.

Council Member Stan Donaldson led the invocation.

3. Pledges of Allegiance.

Mayor Sara Countryman led the pledges of allegiance.

4. Citizen Comments.

Rollis Johnson, 1121 April Waters, addressed the Council to give an update on how the first Lonestar Market went this past Saturday and to thank the City for the beautiful plaque that was presented to them. He stated it was a pretty amazing event. Our goal for what we're doing, to be very brief, as the City continues to build and to get better with McCown Street, is to make this first Market Saturday full to capacity. If you could believe it, I could see it's going to happen. We're getting so much interest from people all over that saw this happening. They're just really thrilled to be a part of it. We really appreciate all the City has done to help us with this. We're really excited about it. I'll have Debbie come up. We're so proud to have her with us. She's the brains of the operation, but she can briefly tell you quicker than I can with what we have accomplished for that event and we'll just continue to keep building.

Debbie Dykes addressed the Council and stated we doubled in size this month. We typically run 20-25 vendors. We had 20 of our regular vendors and almost 20 additional new vendors for a total of 40. We've created a baked goods area. All of those people who make their baked goods and produce, all those yummy goodies we all want, actually have a designated spot. We've got signs that will direct people into our baked goods area. We had a little bit of an issue with the rain, but that didn't stop anybody. We just trumped around in the rain. Next month for our typical July market, I already have 30 vendors signed up and we'll have additional vendors on top of that. We will have what we consider Freedom Fest-type vendors who are not our regulars, but will bring that many more people. We probably doubled the number of people visiting the market on Saturday, and that was just with the little bit of marketing that we did. So we're going to obviously expand our marketing. Slice of Amish has

done amazing when it comes to our marketing, so just expect much bigger things. Everybody's coming out of the woodwork interested in being part of the market. I'm really excited that we can do this for the community and I hope the community will come out and embrace what we're doing and buy all the baked goods and all the stuff. Buy all the stuff, so everybody wants to come back as a vendor.

PRESENTATION

5. **Proclamation Honoring 2026 Lake Creek Softball Team.**

Mayor Countryman presented a Proclamation honoring the 2026 Lake Creek Softball Team for winning the state championship title for the fourth time in five years.

6. **Presentation and discussion regarding the Public Improvement District (PID).**

Council discussed the purpose and function of a Public Improvement District (PID) with the City's financial advisor, James Gilley of U.S. Capital Advisors, who explained that a PID is a financing tool authorized under Texas law that allows infrastructure and related improvements within a designated development area to be funded through assessments levied only on properties within that district. He noted that this structure benefits the City by allowing development-related costs, such as roads, water, sewer, sidewalks, landscaping, and other eligible improvements, to be borne by those who directly benefit rather than by the City's general taxpayers.

Questions were raised regarding the status of the previously approved PID and whether it expired along with the related development agreement; staff clarified that the development agreement had not expired, but the escrow agreement had, and that a new escrow arrangement had already been established. Council also discussed concerns regarding buyer awareness and disclosure of PID assessments, affordability impacts on future homeowners, and the distinction between a PID and a Municipal Utility District (MUD). It was noted that PID assessments are separate from general taxes, that the City is not financially responsible for the debt, and that any bonds issued would be obligations of the district alone.

Additional discussion addressed the role of the City in oversight, the importance of reviewing updated infrastructure cost estimates and development terms, and the need for due diligence regarding the developer and long-term marketability of homes within the district.

REGULAR AGENDA

7. **Consideration and possible action on the City Council Regular Meeting Minutes of May 26, 2026.**

Council Member Stan Dondaldson stated he has an issue with Number 8, a large flagpole in the Kroger parking lot. He stated he is not going to change the minutes. He just wanted to point out why he does not like paraphrasing the minutes because the minutes state, "replacement flags suitable for the pole were estimated at approximately \$3,200 each, with an expected lifespan of about one year." I distinctly heard that these flags run from 3 to 4 months. I calculated that in my own head and I said that's \$10,000 worth of flags a year if you count to four months. That's not what they're meant to say here. They got paraphrased. I'm fine with the minutes.

Motion: Council Member Carol Langley made a motion to approve the City Council Regular Meeting Minutes of May 26, 2026. Mayor Pro-Tem Cheryl Fox seconded the motion. Motion carried with all present voting in favor.

8. Consideration and possible action on the acceptance of the Engineer's Recommendation of Award to complete the Construction Services related to the Buffalo Springs and CB Stewart Utility Project.

Zachary Timms, WGA Engineer, addressed the City Council on the Buffalo Springs and CB Stewart utility project. As a reminder, the scope of this project is to complete one water line from CB Stewart and Buffalo Springs along SH-105, closing that loop to serve BCS Capital, and then on CB Stewart from approximately the south intersection of Clepper and CB Stewart all the way to the intersection of CB Stewart and Buffalo Springs, and then on Buffalo Springs closing the loop from Lone Star Parkway to approximately the northern boundary of Home Depot, and then also with that the closing of the loop of Abner Lane to Buffalo Springs as well. All in all, the water line project would be closing a lot of critical loops within the City, particularly along that Buffalo Springs, CB Stewart, and SH-105 corridor. That is the water line component.

The sanitary sewer component is a little bit more simple; an extension along SH-105 again from CB Stewart to Buffalo Springs. This is to service business development, multifamily, and commercial, commercial being along the front of SH-105, just to give you an idea of what the scope of the project is. We received bids for this project on June 4th at 2 p.m. We received a total of 10 bids ranging from \$807,000 to approximately \$1.4 million. Our estimate around the 90% completion of our design set came in at about \$1.2 million, construction cost, so we came in right about the middle of what bids were actually received at. The low bid was from ARS Construction LLC in the amount of \$807,996.50 with a total of 150 calendar days for substantial completion. For reference, ARS Construction is based out of Houston, founded in 2023. We have not worked with this contractor before, but we have reached out for references. They do not have any local projects. Their closest projects are in the Dallas, Crosby, and the Fort Bend area, but when we reached out to their references, they had no issues with the contractor, no stating of substantial change orders that changed the entire scope of the project, no serious delays in terms of getting on site and completing the project. Several of the references cited that they finish contracts under the contracted amount, so finishing ahead of schedule, is always a good thing. Upon looking over that and recognizing that the next low bid from ISJ Construction at \$933,000, that's about a \$126,000 difference, we saw that there was no real significant reason to go with the second low bid and skip the low bid. As a reminder, this project is being funded by BCS Capital for the portion of water line and sanitary sewer along SH-105 and the water line from north of Home Depot to Lone Star Parkway and then closing the loop on Abner and the actual crossing along CB Stewart. The portion of water line that's being funded by the Church of Montgomery is approximately from their frontage along CB Stewart, and then the tiny sliver on the last reserve of the Buffalo Springs Estates is funded by the City. That pro rata share is broken down, not in this document, but all parties have this information. Once we get confirmation and acceptance of the recommendation of award, we will be issuing, along with city staff, the request for deposit on the construction phase services of the project.

Council inquired if BCS wants any say in this? Mr. Timms said they been given the bids along with their engineer here as well. We haven't heard anything back from them, but again, we will confirm that they have no issue with this before we execute any contracts. It is important to know that no contract can be executed with this until we have receipt of deposits from city staff confirming that deposits from these entities, being the Church of Montgomery and BCS, have been received. In their acknowledgment of the bid would be receipt of that deposit. Chris Roznovsky, WGA, City Engineer said the general discussion with BCS was about time, because if you look at the first two bidders, that \$126,000, I think it's 90 days and 150, and so, in development time, it means a lot. And so that was a discussion, but based on their overall development timeline, it's not worth the additional \$120,000 for saving potentially that 60 days. Mayor Countryman said \$126,000, that's not a big delta, but when you look at 807

versus 1.486, it's a big delta. Mr. Timms said contract allows for a change order of no more than 20% of the total contract amount before it has to be rebid. Effectively, if we receive a change order in the amount of \$116,000, we would have to stop the project, rebid, and re-identify scope and contract. Mayor Countryman asked are you nervous to take this back? Mr. Timms said no. They've been founded for approximately about three years now. In the grand scheme of things, that isn't a lot of time in terms of days. But in terms of projects, we see contractors go for 10, 15 projects a year. Based on the recommendations and references provided, we don't have a concern with them being new to the game and not knowing what they're doing. Council Member Jeff Glaser asked have they done this scope or this size? Mr. Timms said they have done similar utility extension projects, water line, in the Houston and Crosby, Fort Bend area. So again, knowing that this is more or less the same, you're adding in sanitary sewer and the abandonment of lift station 12, which is on that hard corner of CB Stewart and SH-105. It's a small lift station, so there's not a lot of actual work that needs to be done with that. No real concern from that standpoint as far as scope goes.

Motion: Council Member Stan Donaldson made a motion to accept Engineer's Recommendation of Award to ARS Construction LLC to complete the Construction Services related to the Buffalo Springs and CB Stewart Utility Project. Council Member Jeff Glaser seconded the motion. Motion carried with all present voting in favor.

9. Consideration and possible action authorizing the Mayor to sign the Escrow Agreement by and between the City of Montgomery and Heritage Place Ph III (Dev No. 2606).

Jonathan White, L Squared Engineering, addressed the Council on the escrow agreement to start the Heritage Place 3 project. This does establish the escrow account for Mr. Cheatham to allow the city engineer to go ahead and move forward with feasibility study. It's following your typical process, and this particular project is just a continuation of their Heritage Place One, which is next to Pond Street and SH-105. This takes it all the way to Louisa where the Bar-A BBQ is, so it'll be a similar building next to it. I believe it's a three-story building, roughly totaling 19,000 plus 20,000 square feet. They have a site plan included in your agenda packet from ALJ Linsky, which is their civil engineer. We'll be working with WGA slightly on the utility availability just because they have all the calculations and capacities, so we'll run that through them so we can bring this report to you in the future. We'll cover all the other typical items.

Mayor Countryman asked is that building footprint the same? It's not the same as what is already there, but it looks like it. Mr. White said he will be doing a different architectural theme, but it's the same theme where he's taking buildings from historic areas of Texas. There will be a lot of coordination. I think the idea is to continue that corridor along, coordinate with TxDOT to try to get pavers all the way to SH-105, continuing that walkability path, bringing that all the way to Louisa. We'll take a look at Louisa improvements and see what improvements may be needed. That's a pretty narrow street and how it ties in to the commercial between Pond and Louisa, generally a little bit more traffic. There's a whole lot there, but we'll take a look at all that. Mayor Countryman asked any potential parking on Louisa to go in? I don't see it here. Looks like all the parking is being added back. Mr. White said the initial site plan does show parking along Louisa. We're going to have to coordinate with him. Drainage there is not great, and so I do think that they achieve their parking without that additional parking, but it's something that we'll look at with them just to see if there's a variance we can bring in front of you. I do think that they are going to take a little bit of property on the existing homes to the south which will require a small rezoning as well to be able to just continue that existing parking lot to the west. Council Member Donaldson inquired, in the escrow it says here, one, whereas the city policy requires the developer to establish an escrow fund with the City to reimburse the City for engineering costs, legal fees, consulting fees, and administrative expenses. I could be getting this out of order, but all I see

here is the engineering cost. Where is the administrative cost and the other costs? Is that just open or is it not due yet? What's the deal? Mr. Brent Walker, City Administrator said no, when it is created, they estimate the whole thing. There's not a lot of costs on this one. That's why it's pretty simplistic. Mr. White said he feasibility study typically would identify another deposit that would be issued that can talk about impact fees, additional engineer fees for plan reviews, attorney's fees, development agreement that's needed, and any other staff that would be needed. It is all going to be identified in that feasibility study, so that additional deposit will be made prior to actually starting the plan review process, development process. This is just to continue. This is just the beginning to get started. I think 6,000 was set. Mr. Roznovsky said correct The reason is that after Jonathan goes through the feasibility study, he'll have a better idea of what all is going to go in it with Louisa improvements, etc. Right now it's kind of a pie-in-the-sky number. Once we have a realistic number after the feasibility, they would be required to put that additional deposit up before additional steps are taken by the City. Mr. White said we identified our study to be 5,000 to 6,000, so we have about \$1,000 of extra funds if we need something from the PA or the city attorney. So we have a slight excess. Council Member Stan Donaldson asked If we pass this bill, will they pay us anything? Mr. White said they made the deposit. They've already deposited the 6,000 deposit. Mayor Countryman asked is this going to be focused on medical or retail or what's the focus? Mr. White said my understanding is medical. I think he's got a lot of interest in that, but certainly, he may be able to have an anchor coming as medical and some of the other ones may be something different. Mayor Countryman asked how many parking spots are adding? It looks like a lot. It looks like it's going to go on both, like that road that he built on that south side, and it looks like it's going on that road. Mr. White said it is a large amount. He's also got a couple parking spaces on itself. I want to say it was well over 100. It could have been near 200. Mayor Countryman said he does good work.

Council Member Carol Langley asked, so the amount that we will be asking for is 6,000? Mr. White said yes. Council Member Carol Langley said the first page said 5,000. Mr. White said our fees were 5,000 to cover the study, so there would be \$1,000 in excess that would remain in that escrow account for any other fund fees. Before the development actually proceeded, the plat reviews, anything else additional deposits had to be made to cover the rest of the escrow portion.

Motion: Mayor Pro-Tem Cheryl Fox made a motion to approve the Mayor to sign the Escrow Agreement by and between the City of Montgomery and Heritage Place Ph III (Dev No. 2606). Council Member/Vice President Stan Donaldson seconded the motion. Motion carried with all present voting in favor.

STAFF COMMENTS AND REPORTS

10. City Administrator Report

City Administrator Brent Walker, addressed the Council to touch on a couple of fun things and then touch on the budget at the end. Right now with the Garrett House, the Rabon Fullen house, I talked to Mr. Cheatham today and we have established August 1st we will start lifting that house. It's going to take a couple of weeks to get it up. We have a structural engineer in place. Then we'll be able to crawl under and look at everything as we go before we move it over there. Also, the engineer will look at Cherry House Moving, the piers, the concrete, and all the different things. It is on schedule and it looks like after about two weeks it should be over. Everything's on schedule.

11. May 2026 Police Department Report

Chief Anthony Solomon addressed the Council to provide a monthly update. A couple of notes: tomorrow night is the graduation of our sixth annual Citizens Police Academy. It starts at 6 p.m., and you are invited. It will be here at Pizza Shack, and we'll be giving out awards to the people who came through the academy. This year we had around 14 participants, and as we've visited different communities, we've found that only one or two actually live in Montgomery. The rest are coming from areas like The Woodlands, so we will be recruiting a little more within our own community. It has been a really good class, and tomorrow night you can come out, have dinner with us, and meet some of the people who went through it.

Also, Thursday night two of our recruits will graduate from the academy in College Station. They have successfully completed the program after a hard four or five months, and we'll be out there with them for their graduation.

Finally, our drone operators have been recruited to assist FIFA on the 17th, 18th, 23rd, and 24th. They will be doing drone work in connection with operations looking for prostitution and human trafficking. They have volunteered their services on their days off, which will be good experience for them and beneficial for the City.

12. May 2026 Municipal Court Report

Court Administrator Kimberly Duckett addressed the Council and gave the monthly report.

The citations for the court were 122 and the collections revenue was \$26,327.21. There were no questions for the report.

13. Finance Report for April 2026

Finance Director Maryann Carl addressed the Council and presented the monthly report.

Sales tax, which had been down, is back up, and the important thing to note is that the City is currently 3.2% ahead of the last fiscal year to date. The report also reflected recovery of some large outstanding amounts on the utilities aging report. Staff noted that at the upcoming workshop the budget would be reviewed differently, focusing less on routine line items that remain fairly consistent year to year, such as telephone, printing, and office supplies, and more on the things that are different. There will be more dialogue at the workshop about those changes.

Director Carl also explained that work is continuing on allocating expenditures more proportionally across departments and that property tax information will not be available until the beginning of August. It was clarified that the budget workshop would be on Monday, that all department heads would participate, and that there would likely be presentations to show not just the numbers, but also what the requested items actually represent.

14. Economic Development Monthly Report for May 2026.

Economic Development Assistant Director Kimberly Gonzalez addressed the Council to provide the monthly update. Several project updates were presented. The designs for the north and south lots are being revised to reflect that parking will not be included on the north lot, and the two signs currently posted downtown will be updated so the public has accurate representations of what is actually planned.

A public meeting to discuss the downtown improvements project with the community, downtown businesses, and any interested board and council members will be held on Thursday, July 9, at 6:00 p.m. in City Hall. Direct invitations will be sent to downtown businesses and to anyone specifically requested by council members.

A draft of the Chapter 380 economic development incentive guidelines and application has been completed and submitted to the attorneys for review, with the hope of bringing it before both the council and the board by August.

A draft business improvement grant program and application has also been sent to the attorneys and is expected to go before the EDC in July. That program would include items such as facade and landscape improvements and would be open generally to businesses in the City that meet the requirements, not just downtown businesses.

Staff also reported that the MEDC still owns the property at 213 Prairie Street and is exploring alternative uses for it if it does not sell in the coming months, with a report expected in July. Entryway, wayfinding, and park signs are expected to begin installation in August, with additional phases of signage to follow in the fall and after the McCown Street improvements are further along.

When asked for feedback after about 60 days in the role, Assistant Director Gonzalez said the experience had been positive, that Montgomery is at a pivotal point with many opportunities, and that everyone had been very welcoming and supportive.

15. Public Works April 2026 Monthly Report

Public Works Director Mike Muckleroy addressed the Council to provide the monthly report. Director Muckleroy noted that the cedar trees in the park had turned out nicely and were being kept watered and healthy.

Public Works reported that Entergy had delivered 125 box fans through the Beat the Heat program. The fans are being stored at Public Works and brought to City Hall in smaller quantities. There are no restrictions on who can receive one; anyone who wants a box fan can come to City Hall and ask for one. Staff noted that, although they had initially wondered how they would distribute 125 fans, the lack of restrictions would make that easier.

Public Works also reported that the Homecoming Park project has been ordered and is in production, with a midsummer installation expected.

16. Utility Operations April 2026 Monthly Report

Phillip Wright, Hays Utility Operations, addressed the Council to present the monthly report.

Mr. Wright stated that utility operations reported a strong month, with 96.87% accountability on meters. Pumpage for the month was 15 million gallons. At the wastewater treatment plant, the City remained in compliance with the discharge permit. The status of permitting for the Lone Star Groundwater remains right on track.

Council complimented the report, and the item concluded without further questions.

17. May 2026 Development Services Monthly Report

Development Services Administrator Corinne Tilley addressed the Council to present the monthly report. Development Services reported that there was nothing significantly new, but that the office continued receiving many calls from people interested in coming into the city, asking what property is available and where they can locate. There is a great deal of interest in purchasing property, although not much is currently available. Discussion then turned to the property at 213 Prairie Street.

Economic Development Assistant Director Kimberly Gonzalez addressed the Council and explained that because sale efforts had produced offers but not a deal, the City and the EDC

are now considering whether to retain the property and divide it into three spaces to offer rental space for small businesses. The building has been cleaned up and made to look better, and the EDC will decide how to proceed. Assistant Director Gonzalez said a preliminary presentation for the MEDC was being prepared for July. A walkthrough of the building was scheduled to discuss the cost of interior renovations needed to divide it into three offices. The building is about 4,800 square feet and would likely provide about 4,500 rentable square feet after adding a hallway and common areas. At approximately \$12 per square foot, the building could produce around \$4,500 per month, and at \$15 per square foot, about \$6,700 per month. Staff said the space could potentially serve startups or small businesses and might be paired with an incentive grant program, although the market for the building has not yet been formally tested.

Development Services Administrator Corinne Tilley resumed the monthly report and stated that three preliminary projects had recently been presented at Planning and Zoning: a proposed Republic Yard House with outdoor entertainment and restaurant use at the former nursery site, a salon north of the elementary school on FM149 with a future outdoor farmers market concept, and a hometown bank proposed for a former retail location. These presentations were intended to advise the City of possible future requests such as variances or special use permits.

18. April 2026 Building Official Report

Rick Hanna, Building Official, addressed the Council to provide the monthly report. Mr. Hanna presented a year-to-date comparison including 2024–2025 and said that while not being a math expert, the total appears to be about 150% above the previous year. Staff said the report covered building permits and related issues and then addressed recent concerns regarding swimming pool barriers. It was explained that a swimming pool is considered an attractive nuisance under common law, so code requires a barrier around the pool. During inspections, staff starts at the edge of the pool and looks outward until they find something that meets barrier requirements. Problems have arisen because many neighborhood fences, including privacy and wrought iron fences, do not meet the code requirements for a compliant pool barrier if they contain horizontal members that can be used like a ladder. Mr. Hanna explained that if an existing perimeter fence does not comply, the homeowner cannot use that fence as part of the pool barrier and would instead need either modifications or an interior safety fence. The least expensive fix that staff has found is to place a beveled 2x4 over the middle rail to prevent it from serving as a foothold. If the noncompliant side of the fence is on the neighbor's property, then permission would likely be required to modify it. Staff emphasized that the City cannot waive or ignore the adopted code requirements and that, in the past, failure to enforce the code had led to inconsistency. To avoid homeowners spending substantial amounts on a pool only to later discover the fence is not compliant, staff has begun requiring a review of the pool barrier before approving the pool permit if an existing fence is involved. In some cases, a simple latch adjustment solves the problem, while in others, such as good-neighbor fences, a separate interior barrier is required. Council discussed the burden this places on homeowners, but acknowledged that the regulations are intended for child safety. Mr. Hanna concluded that if a homeowner cannot reach agreement with a neighbor about fence changes, then the homeowner must create a compliant barrier within their own property.

19. Engineer's Report

Zachary Timms, WGA Engineer, addressed City Council and presented the monthly report. Mr. Timms summarized the downtown improvements project and said updated survey work had been received for the north and south lots, which will be incorporated into the design. Staff is also coordinating the July workshop with downtown property owners. July and August

are expected to be busy months, with the project anticipated to go out for bids during that period.

On the Town Creek plant expansion, the ninety percent plans from Halff are expected later this month and the project is intended to be bid later this month. This work is intended to align with the demolition of the Town Creek WRA, which was previously awarded to RNDI Companies in the amount of \$283,000 with a 40-calendar-day schedule. Contracts are being finalized and sent to the city attorney for review, and the demolition is expected to be substantially complete by the end of September.

Water Plant No. 4 is also being funded with certificate-of-obligation funds. Ninety percent plans were received and comments were returned to the design team, with final bid documents expected later this summer. At the same time, staff is working with the district and its attorney on the transfer of the water plant site to the City, which is required under the development agreement connected with Redbird Meadows and Briarley.

Lift Station 10 Phase 2 reached substantial completion, and while a few punch list items remain, the project is operational and expected to enter its one-year warranty period soon.

Staff also reported that the Buffalo Springs and CB Stewart roadway improvements project would be advertised later in the month and recommended for award at the second July meeting.

Regarding ongoing construction, Lone Star Parkway infrastructure work continues, with utility work completed and paving now underway.

Staff also reported that the older water line project and the MISD CTE building had both completed their one-year warranty walkthroughs, all punch items had been resolved, and recommendations would be made at the next meeting to end the warranty periods and release the maintenance bonds.

TxDOT's FM 1097/Atkins drainage project is ongoing and expected to finish later in the month, while the Highway 105 access management project has experienced a change in design with consultants and is effectively being restarted in terms of coordination and negotiation.

Staff also confirmed that the Buffalo Springs signal is operational and that the FM 1097 and Hazel Road signal is expected to be activated later in the month once power is connected. Questions were raised about synchronization of nearby signals, and staff said TxDOT is responsible for signal timing, though the City will continue forwarding complaints and coordinating with the appropriate agencies.

The county's Lone Star Parkway expansion project is also underway in design, and the City has provided comments concerning conflicts with existing utilities.

Staff then discussed the Briarley three-party agreement between the county, the district, and the City. Plans were received that afternoon, and staff is reviewing them to ensure city standards are met. Attachments to the report included active plan reviews, active developments, recent pre-development meetings, and a summary of capital projects.

Council asked about a 250-foot cell tower shown in the report, and staff said the project is still working through legal and contractual issues and has not yet been presented for council approval.

Discussion then focused on Town Creek Crossing streets and sidewalks. Staff explained that although the one-year warranty remains active and the streets have not yet been fully accepted, the issue arose because sidewalk ramp work was removed from the bonded contractor's scope and completed by a second contractor who was not bonded with the City. The second contractor's work caused deficiencies in the roadway, leading to disputes over responsibility. Staff said this was not normal and that the City should have been made aware of the contractor change. Updated pricing has been obtained to address the problems, and staff is working with the developer to resolve all the related issues together. It was noted that the road issues appear to be more visual than structural in nature, and staff said the simplest way to avoid similar issues in future developments is to require curb ramps to be installed during the original section construction rather than later by a different contractor.

Motion: Council Member Carol Langley made a motion to accept the Staff Comments and Reports as presented. Council Member Jeff Glaser seconded the motion. Motion carried with all present voting in favor.

CLOSING AGENDA

20. Council Inquiry

Council Member Stan Donaldson inquired about a policy for cyber security, sidewalk from MLk to FM149, to city limits and grants, and KKC for staff to watch to make sure we don't receive additional billing since they have been paid in full and are still working on the project.

Council discussed prior grant efforts related to sidewalks and safe routes to school. It was recalled that the City had applied in the past for sidewalk-related grant funding, including a Safe Routes to School concept intended to connect downtown to the school, but that those efforts were unsuccessful. Staff said there may be future opportunities through HGAC and related transportation funding programs, especially if supported by stronger comprehensive planning and walkability goals. It was also noted that grant administration in the past had not been handled effectively and that the City should consider pursuing such opportunities again with better preparation.

21. Items to consider for placement on future agendas.

No items to consider at this time.

22. Adjourn.

Motion: Council Member Jeff Glaser made a motion to adjourn the City Council Meeting at 8:03 p.m. Mayor Pro-Tem Cheryl Fox seconded the motion. Motion carried with all present voting in favor.

APPROVED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 7.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action on the City Council Workshop Meeting Minutes of June 15, 2026.

RECOMMENDATION

Approve the minutes as presented.

BACKGROUND

Please see the accompanying minutes:

City Council Workshop Meeting Minutes of June 15, 2026

FISCAL IMPACT

N/A

ATTACHMENTS

1. 2026, 06-15 CC Workshop Mintues_DRAFT



**City Council
Workshop Meeting Minutes
June 15, 2026**

OPENING AGENDA

1. Call Meeting to Order.

The City Council Workshop Meeting of the City of Montgomery was called to order by Mayor Sara Countryman at 6:00 p.m. on June 15, 2026, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a quorum was established.

Present: Mayor Sara Countryman
Council Member Carol Langley
Council Member Casey Olson
Mayor Pro-Tem Cheryl Fox
Council Member Stan Donaldson

Absent: Council Member Jeff Glaser

2. Invocation.

Council Member Stan Donaldson led the invocation.

3. Pledges of Allegiance.

Mayor Sara Countryman led the pledges of allegiance.

4. Citizen Comments.

No citizen comments presented for this meeting.

WORKSHOP AGENDA

5. FY27 Departmental Budget Discussions

Finance Director Maryann Carl opened with an introduction, explaining that the format for the evening would differ from prior workshops. Instead of presenting detailed line items, staff are still gathering expense data such as computer costs and insurance, so the focus would be on overall anticipated changes and departmental needs. Routine and consistent expenses, such as copiers and other standard costs, were noted as remaining largely unchanged year over year. The intent for this session was to highlight areas where adjustments or new requests are expected.

Director Carl outlined several general budget considerations still under evaluation. Property and liability insurance premiums are being reviewed, and efforts are underway to more accurately allocate computer technology costs based on usage. She noted that she and City Secretary Ruby Beaven have met multiple times and have received information from OCS, bringing those estimates close to completion. Health insurance was also discussed, with a meeting scheduled with the Texas Health Benefits group to review utilization. She explained that the current plan year begins January 1, but rates are typically not received until late

August, which complicates budgeting. To address this, staff are exploring a potential transition to a nine-month plan year, aligning renewal timing to allow more accurate forecasting. This approach would maintain the same monthly premiums but prorate deductibles over the shorter period before returning to a standard 12-month cycle. Historical context was provided regarding past renewal cycles, noting changes that occurred after COVID that shifted many plans to a January 1 renewal.

She also stated that certified property values are expected at the end of July, with tax rate calculations anticipated in early August. In response to a question, it was clarified that a nine-month health plan would not increase costs overall, as premiums would remain consistent on a monthly basis, with only deductibles adjusted proportionally.

The discussion then shifted to the general fund, beginning with administration. Director Carl noted that the financial snapshot provided did not yet include new ideas or requests being discussed and emphasized that no impact figures were currently reflected. Clarification was provided that the figures referenced related to adopted numbers and initial requests, particularly the final columns showing FY26 first round requests and percentage changes. Based on current data, and assuming payroll remains unchanged, administration expenses are projected to be approximately two percent lower.

Administration:

City Administrator Brent Walker introduced administrative budget considerations, beginning with replacement of the vehicle currently used by Ms. Tilly, noting it is an aging police vehicle with recurring issues. The proposed replacement would be budgeted in the general fund rather than the police department, with the possibility of being shared with a future code enforcement hire, as staff is evaluating adding another code position but does not yet want to acquire multiple vehicles. Discussion then shifted to information technology needs. Staff outlined challenges with the current third-party provider, OCS, including delays in service response and the increasing complexity of managing multiple systems across departments, especially with upcoming expansion into a new facility with added technology and cameras. Options under review include continuing with contracted services, bringing in a hybrid on-site technician through a vendor, hiring a dedicated in-house IT coordinator, or issuing a request for proposals to evaluate alternative providers. Council discussion highlighted cost comparisons, service expectations, and whether a hybrid or full-time resource would provide better value and responsiveness given the city's size. Staff emphasized that no decision has been made and further analysis, including cost comparisons and service levels, will be brought back.

During budget framing, staff explained that the process is in the early stages, focused on gathering departmental requests rather than finalizing expenditures. Revenue projections remain uncertain pending certified property tax estimates, though current projections show modest sales tax growth of approximately 3 percent based on historical trends. Staff stated that even with current assumptions, the budget remains positive. The building inspection function was also discussed, with clarification that increases in inspection-related expenses would be offset by corresponding increases in permit fee revenues. Concerns were raised regarding the effectiveness and responsiveness of current IT services, including contractual obligations, service-level expectations, and installation costs. Staff reiterated the need to evaluate whether existing vendor arrangements or new structures would best address operational gaps.

Building Official Rick Hanna presented proposed increases to building inspection fees due to rising operating costs. Structural inspection fees would increase from \$100 to \$150, and mechanical, electrical, and plumbing inspections from \$50 to \$75. The increases would be passed through to applicants, maintaining the principle that the inspection program remains

revenue-neutral. Reinspection fees would also increase significantly, from \$75 to \$200 for building inspections and \$100 for trade inspections, in part to discourage repeated failed inspections. The overall impact on homeowners was described as modest despite the percentage increase. The timing of implementation is proposed for October 1 to align with the fiscal year, with advance notification to permit applicants.

Staff also discussed the addition of a code enforcement staff member to support Ms. Tilly, clarifying that while the position would be funded in the general fund, code-related salary allocations would remain within the code department structure.

Police:

Police Chief Anthony Solomon presented proposed budget items, including the addition of public safety officers (PSOs) and a records clerk, positions that have been discussed for over a year. While included in the upcoming budget, hiring would be delayed approximately seven to nine months to align with training schedules and anticipated readiness of the new facility. The records clerk would likely be onboarded earlier. Training requirements, including academy and internal training, were outlined. Questions were raised about workspace availability should the building timeline shift; the Chief explained that initial training would occur offsite or in shared spaces, limiting the need for dedicated office space in the interim.

The department confirmed the use of employment contracts, including three-year agreements with repayment provisions for training costs if employees leave early. Discussion included potential enforcement of repayment through wage garnishment and acknowledgment that other agencies may cover such costs when hiring trained personnel. Retention trends were reported as positive, with more applicants than departures.

Budget clarification included restructuring of previously allocated funds for vehicle upfitting and reallocation toward technology needs such as body cameras, dash cameras, and reporting systems. Personnel cost estimates for PSOs and the records clerk were provided, with salaries remaining competitive relative to surrounding agencies. The Chief emphasized ongoing incremental pay increases compared to larger, less consistent salary adjustments elsewhere.

Public Works:

Public Works Director Mike Muckleroy presented the budget with vehicle replacement plans, including replacing two aging trucks and evaluating the acquisition of a small dump truck, either through purchase or lease, pending cost analysis. Staff also demonstrated a newly implemented road assessment system using AI to evaluate pavement conditions. The system generates color-coded condition maps and identifies issues such as cracking and potholes through video analysis, which will be used to prioritize repairs and coordinate with engineers.

A proposed annual allocation of \$500,000 for road maintenance was discussed, with priority projects including Buffalo Springs Drive and Plez Morgan. Staff emphasized coordination with the county to reduce costs when possible and proposed establishing a capital transfer structure to carry forward unspent funds and ensure consistent long-term road funding. Council discussed the importance of maintaining a multi-year road maintenance plan and possibly formalizing dedicated funding for streets.

Director Muckleroy presented a comprehensive proposal to renovate Cedar Break Park, including new playground equipment, fitness areas, a pickleball court, and infrastructure improvements such as curbing and surfacing. The total estimated cost is approximately \$791,000, with potential savings through cooperative purchasing and possible grant reimbursement. The project would replace aging equipment and is expected to take approximately six to eight weeks to complete, requiring temporary closure of affected areas.

Council expressed general support and noted the investment would not be recurring annually.

Court:

Court Administrator Kimberly Duckett requested an increase in compensation for prosecutors from approximately \$450 to \$600 per court session, noting that typically one prosecutor is present unless caseloads require two. Judge compensation was briefly reviewed. Discussion also addressed future implementation of magistration procedures associated with holding cells in the new facility. Staff indicated this is under review and may be incorporated in a future budget cycle depending on timing of facility completion. It was noted that current magistrate functions can be handled by authorized officials until a formal system is implemented.

Water & Sewer Fund / Debt Service Fund / Capital Projects Fund:

Finance Director Maryann Carl reviewed the Water and Sewer Fund, noting increases tied primarily to rising debt service associated with recently issued certificates of obligation. It was explained that the debt service has two key components: revenue generated through prior utility rate adjustments and supplemental funding from impact fees until additional development increases the number of utility customers. Staff clarified that the current financial strategy spreads the burden so that the full cost is not placed solely on the Water and Sewer Fund in the upcoming fiscal year.

A detailed overview of the Debt Service Fund was provided, including principal and interest obligations for each issuance and their respective maturity timelines. It was confirmed that certain tax notes and agreements, including those tied to development projects such as “the shops,” are nearing completion, while others extend into the late 2030s. Staff emphasized that portions of debt service will continue to be supported through impact fees, helping offset operational strain on utility revenues.

In discussing broader financial strategy, staff highlighted the city’s strengthened fund balance over recent years. It was noted that council could consider using a portion of these reserves for one-time capital expenditures, particularly for large projects or grant matches. This approach would be similar to a prior use of surplus funds in the Water and Sewer Fund to offset debt service. Staff confirmed that such use would not violate reserve requirements, as the city currently maintains approximately ten months of reserves, well above policy thresholds. It was reiterated that this option is discretionary and would only apply to targeted, non-recurring expenditures.

The Capital Projects Fund was introduced as a major focus for the next budget workshop. Staff indicated that WGA will present project details in a revised, more narrative format to improve clarity and transparency compared to prior spreadsheet-heavy presentations. This will include descriptions of each project, funding sources, and projected timelines to help council better evaluate priorities. The next workshop, scheduled for mid-July, will provide more detailed and refined capital planning information.

CLOSING AGENDA

6. Council Inquiry

Council raised questions about an unresolved “black hole” responsibility issue related to a flagpole and associated maintenance obligations. Staff reported no formal agreement could be located with involved parties, and current partners expressed unwillingness to continue funding maintenance. It was informally noted that there may be potential for a replacement or upgraded flag installation as part of nearby development efforts, though no formal action or budget allocation was proposed at this time. Staff concluded by inviting additional questions or items for consideration as the budget process continues.

7. Items to consider for placement on future agendas.

No items to consider at this time.

8. Adjourn.

Motion: Mayor Pro-Tem Cheryl Fox made a motion to adjourn the City Council Meeting at 7:41 p.m. Council Member Casey Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

DRAFT



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 8.

SUBMITTED BY: Corinne Tilley, Development Services Director

DEPARTMENT: Development Services

AGENDA ITEM

Consideration and possible action on a Resolution calling for a Public Hearing on an application by Wells Fargo for a Special Use Permit for a financial institution with a drive-through lane on the property legally described at Corner John, TRACT2-B, ACRES 1.188.

RECOMMENDATION

Based on the requirements outlined in Section 98-27 of the City Code of Ordinances, staff find no objection to calling the public hearing be held on July 14, 2026 at 6:00 p.m. in the City Council Chambers of the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

BACKGROUND

In accordance with Section 98-27 of the City Code of Ordinances, any application for a special use permit must undergo a public hearing conducted by the City Council prior to its adoption. A notice of the hearing must be published, with the hearing scheduled no earlier than 15 days from the date of publication.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 23 CC resolution for call for ph wells fargo sup v2
2. 2026 06 02 Wells Fargo SUP application
3. 2026 06 23 Wells Fargo SUP site plan

RESOLUTION NO. 2026 - XX

A RESOLUTION CALLING FOR A PUBLIC HEARING ON AN APPLICATION BY WELLS FARGO FOR A SPECIAL USE PERMIT FOR A FINANCIAL INSTITUTION WITH A DRIVE-THROUGH LANE ON THE PROPERTY LEGALLY DESCRIBED AT CORNER JOHN, TRACT 2-B, ACRES 1.188.

WHEREAS, the applicant, Wells Fargo (Clint Connell, representative) requests the City of Montgomery to consider granting a Special Use Permit for a financial institution with a drive-through lane on the property legally described at Corner John, Tract 2-B, Acres 1.188; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, and Section 98-27 of the Montgomery City Code, a public hearing must precede any zoning change or grant of a special use permit; **NOW, THEREFORE**,

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

Section 1: THAT the facts set forth in the preamble above are true and correct.

Section 2: THAT the City Council has received an application for a Special Use Permit by Wells Fargo (Clint Connell, representative).

Section 3: THAT a public hearing to consider whether to grant the application for a Special Use Permit for a financial institution with a drive-through lane on the property legally described at Corner John, Tract 2-B, Acres 1.188 shall be held on July 14, 2026 at 6:00 p.m. in the City Council Chambers of the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

Section 4: THAT notice of the public hearing shall be published one time, in a newspaper of general circulation in the City, at least fifteen days prior to the date of the hearing stating the time and place of the hearing.

PASSED, ADOPTED, AND APPROVED this 23rd day of June 2026, at a Regular Meeting of the City Council of the City of Montgomery.

SIGNED:

Sara Countryman, Mayor

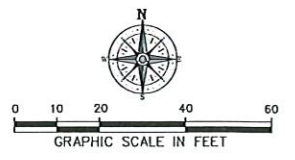
ATTEST:

Ruby Beaven, City Secretary

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811 1-800-344-8377
 ATMOS GAS 972-881-4161
 TXU ELECTRIC DELIVERY 1-800-711-9112
 CITY OF MONTGOMERY 936-597-6437
 CITY OF MONTGOMERY WATER DEPT. 936-597-6434

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.



LEGEND

---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	ROAD CENTER LINE
---	BUILDING SETBACK LINE
---	BACK OF CURB LINE
---	EXISTING STORM DRAIN
---	EXISTING SEWER LINE
---	EXISTING WATER LINE
---	PROPOSED WATERLINE
---	PROPOSED SEWER LINE
---	PROPOSED STORM LINE
---	PROPOSED FIRELANE
L.A.	LANDSCAPE AREA
TYP	TYPICAL
BFR	BARRIER FREE RAMP

- NOTES:**
1. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF WALK OR FACE OF BUILDING, CENTER OF STRIPING, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING AND DUMPSTER ENCLOSURE LAYOUT AND DESIGN.
 3. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
 4. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
 5. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
 6. ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).

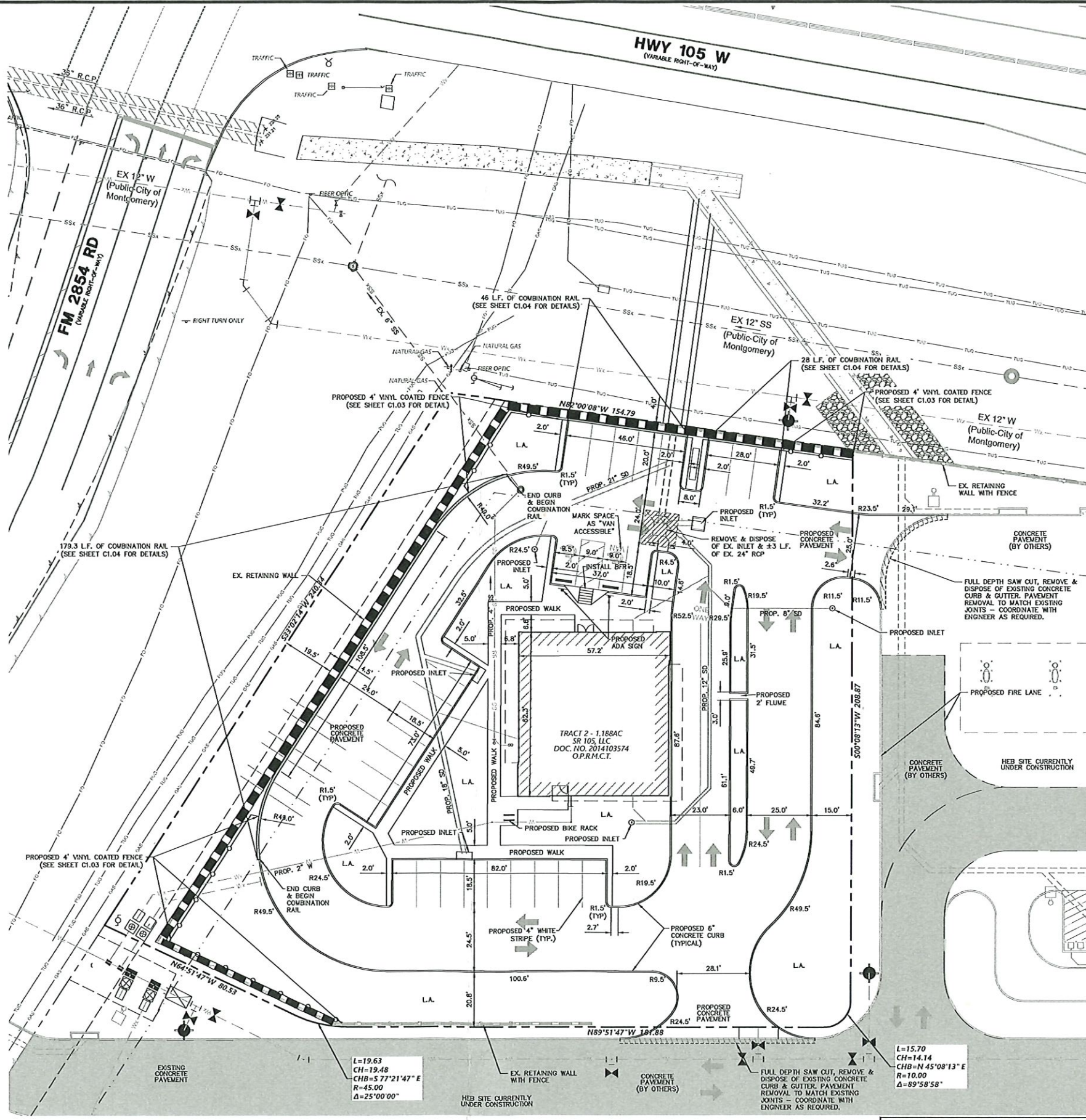
BENCHMARKS

CITY BENCHMARK #1 - 3" BRASS DISK IN CONCRETE STAMPED "WOL" LOCATED ±1020' WEST OF THE INTERSECTION OF HWY 105 & FM 2854 (LONESTAR PARK) ON THE SOUTH SIDE OF HWY 105, FROM THE END OF THE GUARDRAIL ±64' WEST FROM EDGE OF CONCRETE, WHICH IS 105 ITSELF, 6.6' SOUTH EAST ±45' FROM HISTORICAL MARKER SIGN. FIBER OPTIC POST IN MONUMENT, MARK BEING NNW ±42' FROM POST.
 ELEVATION = 239.70

BM #2 - 5/8" CAPPED IRON ROD "CONTROL" SET APPROXIMATELY 80' SOUTH OF THE CONCRETE PAVEMENT OF HIGHWAY 105 W. 32' NORTHEAST OF A 14" LIVE OAK TREE, AND 860' EAST OF THE ASPHALT PAVEMENT OF FM 2854.
 ELEVATION = 260.42

CITY BENCHMARK #7 - 3" BRASS DISK IN CONCRETE WITH A 6.5/8" IRON REBAR DRIVEN INTO IT. MARK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA THAT RESIDES IN FRONT (NORTH) OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105 (SOUTH) FROM "THE OLDE SCHOOL HOUSE", IN THE CENTER (EAST/WEST) AND FAVORING THE SOUTH SIDE OF GRASS ISLAND THAT IS MADE FROM TWO (2) ENTRANCES THAT LEAD INTO BROOKSHIRE BROTHERS OFF OF HWY 105. IN ISLAND ARE HEDGES, MARK LIES BETWEEN TWO (2) HEDGES, AND ±3' NORTH OF BACK OF CURB.
 ELEVATION = 291.77

PRELIMINARY
 FOR INTERNAL REVIEW ONLY
 NOT TO BE USED FOR
 CONSTRUCTION OR
 BIDDING PURPOSES.
 Engineer: WELLS FARGO P.E.
 P.E. No.: 95877
 Date: 03-23-2026
Westwood



NO.	DATE	REVISION
Westwood		
Westwood Professional Services, Inc.		11800 FRISCO STREET, SUITE 400 FRISCO, TX 75033 T-469.213.1800 westwoodps.com
SG DESIGN, LLC.		
WELLS FARGO - MONTGOMERY		
SITE PLAN		
CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS		
DESIGN	DRAWN	REVIEWER
SCALE	DATE	FILE
SHEET No.		
AWS	WTW	HML
1"=20'	MARCH 2026	C1.01

City of Montgomery City Engineer Signature Block

CITY OF MONTGOMERY, CITY ENGINEER _____ DATE _____
 SIGNATURE VALID FOR ONE (1) YEAR

TBPELS. ENGINEERING FIRM NO. 11756
 TBPELS SURVEYING FIRM NO. 10074301

Last Drawn By: W. Williams
 Date Drawn: 3/17/2026 11:00 AM
 Drawing No: 20260301001 CAD/PLT/DATE: 3/23/2026 11:00 AM
 Drawing No: 20260301001 CAD/PLT/DATE: 3/23/2026 11:00 AM



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 9.

SUBMITTED BY: Corinne Tilley, Development Services Director

DEPARTMENT: Development Services

AGENDA ITEM

Consideration and possible action on a Resolution calling for a Public Hearing on an application by Caroline Plagens of Charlotte's Spot LLC for a Special Use Permit to allow an existing indoor children's play business and proposed expansion at 15363 Summit Park Drive, Suite 204.

RECOMMENDATION

Based on the requirements outlined in Section 98-27 of the City Code of Ordinances, staff find no objection to calling the public hearing to be held on July 14, 2026, at 6:00 p.m. in the City Council Chambers of the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

BACKGROUND

In accordance with Section 98-27 of the City Code of Ordinances, any application for a special use permit must undergo a public hearing conducted by the City Council prior to its adoption. A notice of the hearing must be published, with the hearing scheduled no earlier than 15 days from the date of publication.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 23 CC resolution for call for ph playground SUP v2
2. 2026 06 23 Charlottes spot llc SUP application
3. 2026 06 23 Charlottes spot llc supporting docs

RESOLUTION NO. 2026 - XX

A RESOLUTION CALLING FOR A PUBLIC HEARING ON AN APPLICATION BY CAROLINE PLAGENS OF CHARLOTTE'S SPOT LLC FOR A SPECIAL USE PERMIT TO ALLOW AN EXISTING INDOOR CHILDREN'S PLAY BUSINESS AND PROPOSED EXPANSION AT 15363 SUMMIT PARK DRIVE, SUITE 204.

WHEREAS, the applicant, Caroline Plagens of Charlotte's Spot LLC requests the City of Montgomery to consider granting a Special Use Permit to allow an existing indoor children's play business and proposed expansion at 15363 Summit Park Drive, Suite 204; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, and Section 98-27 of the Montgomery City Code, a public hearing must precede any zoning change or grant of a special use permit; **NOW, THEREFORE**,

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

Section 1: THAT the facts set forth in the preamble above are true and correct.

Section 2: THAT the City Council has received an application for a Special Use Permit by Caroline Plagens of Charlotte's Spot LLC.

Section 3: THAT a public hearing to consider whether to grant the application for a Special Use Permit to allow an existing indoor children's play business and proposed expansion at 15363 Summit Park Drive, Suite 204 shall be held on July 14, 2026 at 6:00 p.m. in the City Council Chambers of the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, TX 77316.

Section 4: THAT notice of the public hearing shall be published one time, in a newspaper of general circulation in the City, at least fifteen days prior to the date of the hearing stating the time and place of the hearing.

PASSED, ADOPTED, AND APPROVED this 23rd day of June 2026, at a Regular Meeting of the City Council of the City of Montgomery.

SIGNED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

2 of 2

Zoning - Industrial

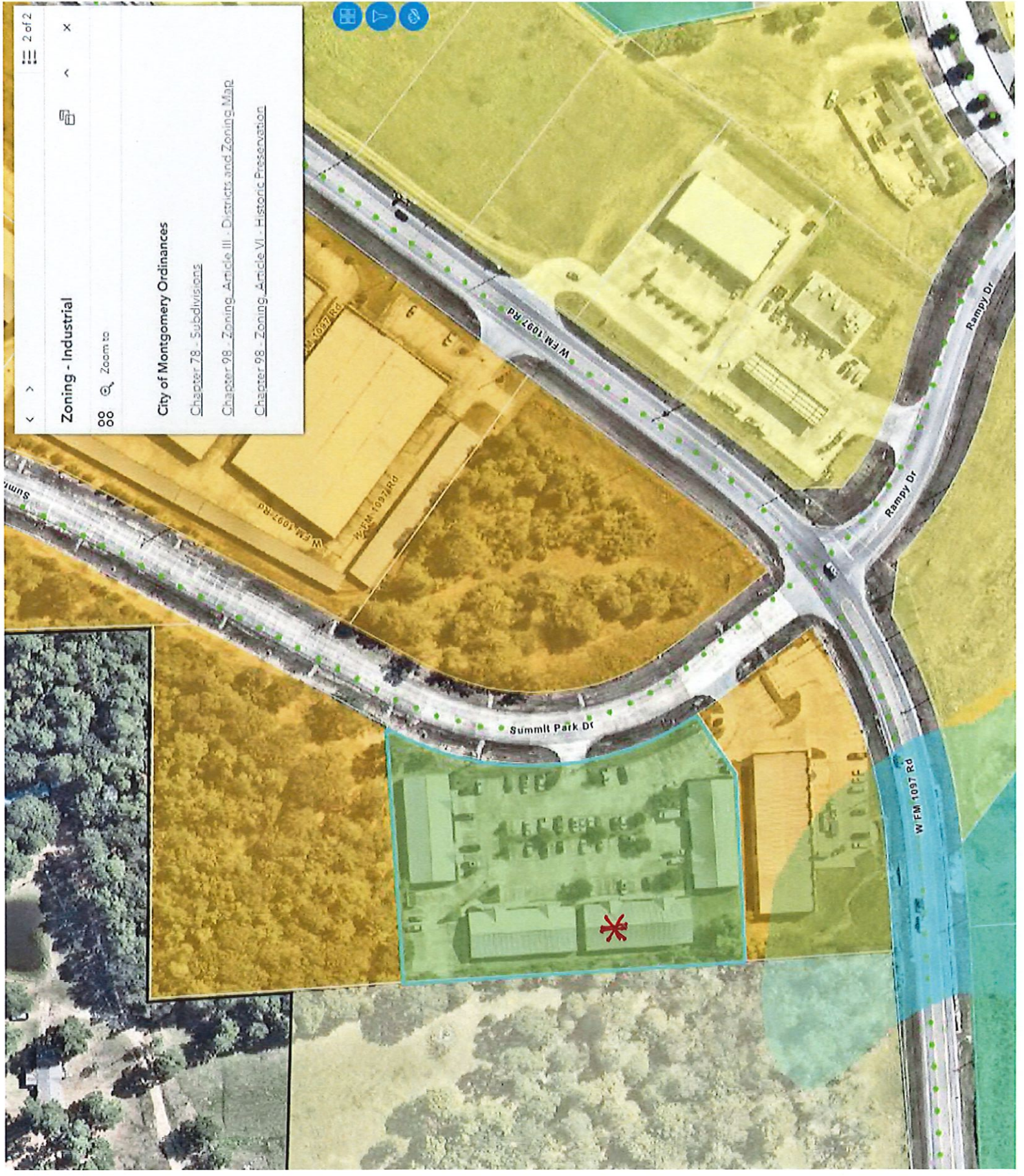
Zoom to

City of Montgomery Ordinances

Chapter 78 - Subdivisions

Chapter 98 - Zoning, Article III - Districts and Zoning Map

Chapter 98 - Zoning, Article VI - Historic Preservation



**KO DESIGN
ENGINEERS**
MEP
1327 W. Main Street
Suite 7
Tomball, Texas 77375
832.643.0368 phone
ko@kodesign-mep.com

TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION # 8-5072
EXPIRES: 31 MARCH 2025

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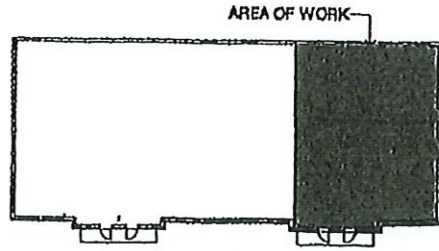
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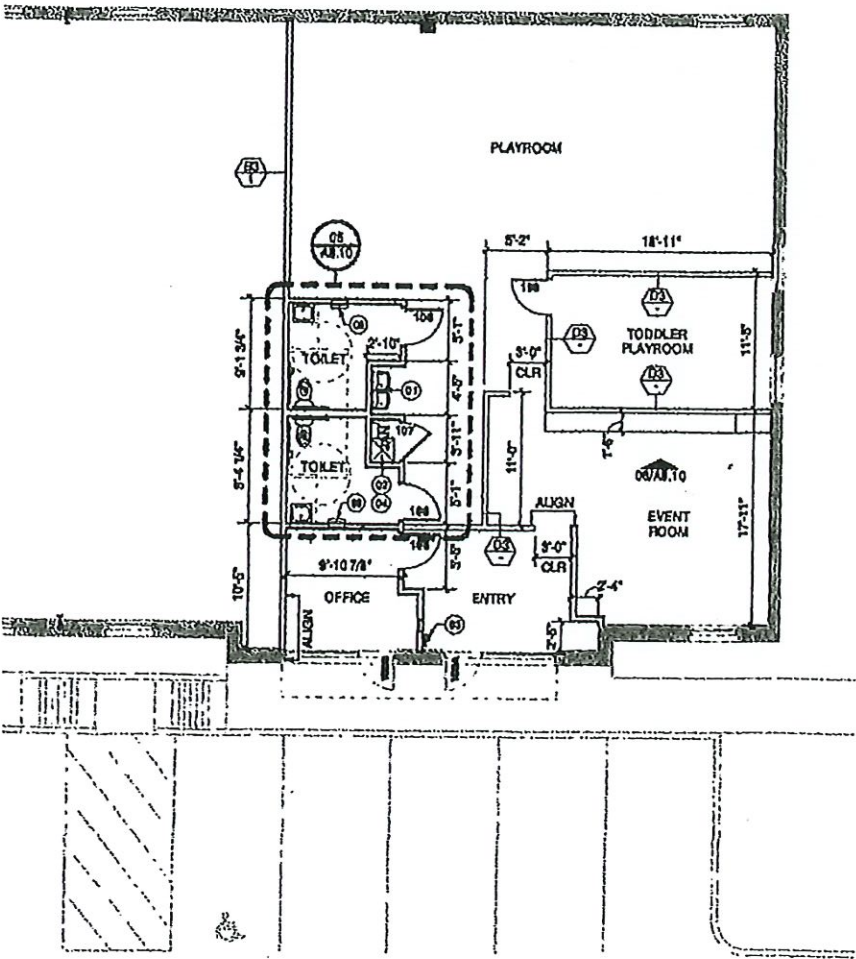
Little Dreamers
Playhouse
Tenant Improvement
SUITE 204

15363 Summit Park
Montgomery, Texas 77358

PROGRESS DRAWING;
NOT FOR PERMIT OR
CONSTRUCTION



KEY PLAN



CONSTRUCTION FLOOR PLAN | 01

NOTES

- 1. PROVIDE IN WALL HANGER BRACKET AS REQUIRED AT ADA HEIGHT AS PER SPECS
- 2. EXTINGUISHER; COORDINATE EXACT LOCATION IN FIELD
- 3. CEATER MOUNTED ABOVE MOP GRN; PROVIDE SUPPORT AS VD AND ELECTRICAL
- 4. ED WITHN CEILING
- 5.) TO STRUCTURE ABOVE - SUSPEND LIGHTS FROM
- 6. INTED AT 12'-0" AFF. OR AS CLOSE TO EXISTING ROOF
- 7. BLE. KEEP ALL PENDANT LIGHTS MOUNTED AT ONE

GENERAL NOTES

- 1 ALL NEW WALLS TO BE "TYPE B3, (NON-RATED)", UNLESS NOTED OTHERWISE; REFER TO PARTITION DETAILS
- 2 REFER TO MASTER SCHEDULE FOR FINISH AND PRODUCT BASIS OF DESIGN.
- 3 DIMENSIONS ARE TO FINISH FACE OF MATERIAL, UNLESS NOTED OTHERWISE. DIMENSIONS TO EXTERIOR WALLS ARE TO FINISHED FACE OF SILL WALL. CLEAR DIMENSIONS SHALL NOT VARY AND ARE MEASURED AT THE FLOOR LINE.
- 4 NEW PARTITIONS ARE TO BE PERPENDICULAR OR PARALLEL WITH CORE OR EXTERIOR WINDOW WALL ELEMENTS, UNLESS NOTED OTHERWISE. CENTER PARTITIONS ON COLUMNS OR MULLIONS, UNLESS NOTED OTHERWISE.
- 5 HINGE SIDE OF DOORS TO BE LOCATED 4' FROM NEAREST PERPENDICULAR PARTITION, UNLESS DIMENSIONED OTHERWISE.
- 6 CONTROL JOINTS SHOULD ALIGN WITH COLUMN LINE. REFER TO SPECIFICATIONS FOR MAX AREA BETWEEN CONTROL JOINTS.
- 7 CONCEALED SPRINKLER HEAD COVERS TO MATCH COLOR OF CEILING
- 8 TYPICAL CEILING HEIGHT TO BE 10'-0" THROUGHOUT, UNLESS NOTED OTHERWISE.
- 9 ALL LIGHT FIXTURES TO BE CENTERED IN CEILING TILE, OR TIGHT TO GRID AS INDICATED. UNLESS NOTED OTHERWISE.

Revisions		
NO.	ISSUE	DATE
	ISSUED FOR PERMIT	04/22/24

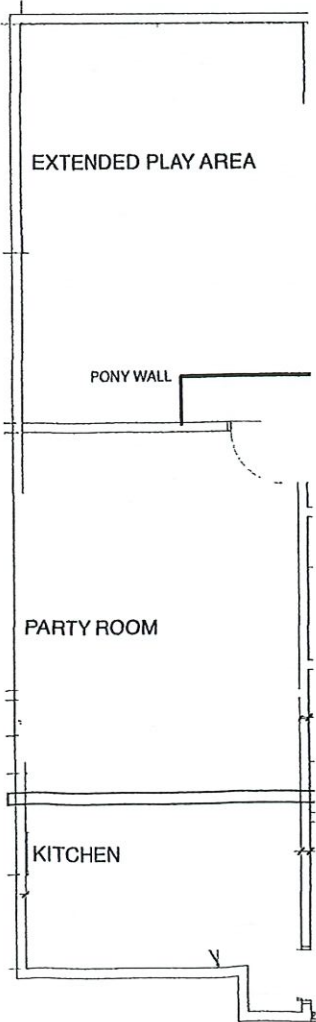
Sheet Information	
Date	APRIL 22, 2024
Job Number	24-1492
Drawn	NH
Checked	
Approved	

Page 30 of 139

The Village Play Café – 960 Sq Ft Addition Preliminary Architectural Drawing Framework

Project Address: 15363 Summit Park Dr, Suite B2-204, Montgomery, TX 77356
Jurisdiction: City of Montgomery (Fire Marshal + Food Permit via Montgomery County)
Project Type: Commercial Interior Finish-Out / Tenant Improvement Addition
Occupancy: A-3 Assembly (expansion of existing approved occupancy)
Construction Type: IIB
Sprinklers: Existing non-sprinklered building

PRELIMINARY ARCHITECTURAL FLOOR PLAN (Based on Provided Shell Template)





MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 10.

SUBMITTED BY: Kimberly Gonzalez, Economic Development Assistant Director

DEPARTMENT: MEDC

AGENDA ITEM

Consideration and possible action authorizing the Mayor to sign the Agreement Authorizing Placement of Improvements within Right-Of-Way of Lone Star Parkway (City of Montgomery Wayfinding Signs).

RECOMMENDATION

Staff recommends City Council approve the Agreement as presented.

BACKGROUND

The Agreement is available for review and notes an Exhibit "A". The City desires to install non-standard lighting and street wayfinding signs in the County Right-of-Way. This is going to be done in phases and the noted Exhibit "A" will be made part of the Agreement for all intents and purposes upon completion.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 23 CC MOCO interlocal agreement wayfinding signs

AGREEMENT AUTHORIZING PLACEMENT OF IMPROVEMENTS WITHIN RIGHT-OF-WAY OF LONE STAR PARKWAY
(City of Montgomery Wayfinding Signs)

STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

This Agreement Authorizing Placement of Improvements within Right-of-Way (“Agreement”) is made by and between MONTGOMERY COUNTY, TEXAS, a political subdivision of the State of Texas (“County”), and the CITY OF MONTGOMERY, a body corporate and politic, organized and existing under and by virtue of the General Laws of the State of Texas (“City”), and is as follows:

WHEREAS, the County maintains and holds a public road right-of-way described as Lone Star Parkway, located in Precinct No. 1, Montgomery County, Texas, and partially within the corporate limits of the City (“County Right-of-Way”); and

WHEREAS, City desires to install non-standard lighting and street wayfinding signs in the County Right-of-Way as depicted and described on Exhibit “A” attached hereto and made a part hereof for all intents and purposes (“Improvements”); and

WHEREAS, County and City desire to clearly establish the responsibility for the installation, maintenance and relocation, if necessary, of the Improvements.

NOW, THEREFORE, BE IT AGREED by County and City as follows:

(1) City hereby agrees that it is solely responsible for the installation, maintenance and relocation, if necessary, of the Improvements in the County Right-of-Way and all costs associated with the same. City warrants, covenants and agrees that the County shall have no responsibility for the maintenance, repair or relocation of the Improvements, or the repair of the County Right-of-Way necessitated as a result thereof.

(2) City understands and agrees that the Improvements cannot be used to restrict or impede traffic.

(3) County approves the general location of Improvements as depicted on Exhibit “A.” Prior to its installation of the Improvements, City shall identify and mark the specific locations where the Improvements will be located within the Right-of-Way. Once all locations are identified and marked, City agrees to contact the Montgomery County Engineer’s Office, located at 501 N. Thompson, Suite 103, Conroe, Texas 77301; Phone: (936) 539-7833 Fax: (936) 539-7802, for written approval of same.

(4) Prior to construction or installation of any improvements that are not the subject of this Agreement, City shall submit for review and approval by County a summary of any and all

proposed improvements to be installed within the County Right-of-Way. Where practical, such submission shall include a drawing or diagram showing the location and nature of the proposed improvements to be constructed together with the materials to be used therein. No cuts within the pavement are allowed. No such installation of said improvements shall proceed without the express written approval of the office of Commissioner Pct. 1 located at 520 Highway 75 North, Willis, Texas 77378; Phone: (936) 539-7815, and the Montgomery County Engineer's Office.

(5) In the event County may find it necessary to make roadway improvements within the County Right-of-Way occupied by any Improvements which are the subject of this Agreement, City shall be solely responsible for the cost of removal of any such Improvements and any other cost associated with the same. Should County, based upon generally accepted traffic engineering principles, determine that any Improvement, proposed or existing, within the County Right-of-Way constitutes an unusual threat to public road traffic, then City shall immediately, and at its sole cost and expense, remove such Improvements from the County Right-of-Way.

(6) City hereby agrees that it is solely responsible for the construction, installation, and maintenance of the Improvements within the County Right-of-Way and as such shall have, second only to the County, authority to oversee and monitor the Improvements in the County Right-of-Way. County shall retain exclusive authority to enter into other agreements authorizing placement of improvements within the County Right-of-Way and if such an agreement is entered into, City shall have no obligation, responsibility or liability for the area defined in any separate agreement.

(7) TO THE EXTENT ALLOWED BY LAW, CITY HEREBY AGREES THAT IT WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF SUCH IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY. CITY FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) COVERING THE IMPROVEMENTS AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING MONTGOMERY COUNTY AS AN ADDITIONAL INSURED.

(8) This Agreement shall be in full force and effect from the date approved by the County as evidenced by its signature page hereto until the date the Improvements have been removed from the County Right-of-Way.

(9) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and may not be altered except by written agreement made by the parties hereto.

(10) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(11) Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Montgomery County, Texas.

(12) It is understood and agreed that, by execution of the Agreement, County and City do not waive or surrender any governmental powers or immunity.

(13) This Agreement may be executed in multiple counterparts, each having equal force and effect of an original, and shall become binding and effective only after it has been authorized and approved by the governing bodies or authorized signatories of all parties, as evidenced by the signature of the appropriate authority.

SIGNED this ____ day of _____, 2025.

COUNTY:

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

ATTEST:

L. Brandon Steinmann, County Clerk

SIGNED this ____ day of _____, 2025.

CITY:

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

EXHIBIT “A”



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 11.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action on an Agreement for Construction of Roadway Project Old Plantersville Road by and between Montgomery County, Texas, the City of Montgomery, Texas, and Montgomery County Municipal Utility District No. 215.

RECOMMENDATION

Approve the Agreement for Construction of Roadway Project – Old Plantersville Road as presented, authorizing the City Administrator to execute the agreement and proceed with the outlined responsibilities.

BACKGROUND

To present for approval the tri-party Agreement for Construction of Roadway Project – Old Plantersville Road among Montgomery County, the City of Montgomery, and Montgomery County Municipal Utility District No. 215 (the “District”). This agreement outlines the responsibilities, funding, and maintenance obligations for the improvement of Old Plantersville Road.

The District was created to provide water, wastewater, drainage, road, and park facilities within its boundaries. The County and City have statutory authority to construct and maintain public roads within their jurisdictions. Previous agreements and memoranda (including a Development Agreement and Memorandum of Understanding) have established the need for improvements to Old Plantersville Road. The County and City have an existing Interlocal Agreement (1992) authorizing the County to improve streets within the City’s incorporated limits.

County Project: Widening and reconstruction of Old Plantersville Road from State Highway 105 to State Highway 105.

District Project: Construction of two turn lanes into the District. The District and City are not responsible for the County Project.

Montgomery County: Responsible for permitting, design, construction, and funding of the County Project. Will obtain necessary permits and right-of-way, prepare plans, and oversee construction. Will include the District Project as an alternate line item in the bid process.

Montgomery County Municipal Utility District No. 215: Responsible for design, construction, and funding of the District Project. May fund through developer advance, District bonds, or other legally available funds. Will deposit funds with the County for the District Project, including

contingencies and administrative costs. Upon completion, will convey the District Project to the City for ownership and maintenance.

City of Montgomery: Upon certification of completion, will annex the Project into the City limits, accept it into the City road system, and assume responsibility for ownership, operation, and maintenance. Will oversee and maintain the Project during the one-year maintenance period. Upon acceptance, Old Plantersville Road will be removed from the County Road Maintenance System.

Financial Considerations: The County will fund the County Project from current funds. The District will fund the District Project and deposit the required amount with the County. Final accounting and reconciliation will occur after project completion and warranty period.

FISCAL IMPACT

ATTACHMENTS

- 1. Agreement for Road Improvements (Old Plantersville) 3 v2

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

**AGREEMENT FOR CONSTRUCTION OF ROADWAY PROJECT
OLD PLANTERSVILLE ROAD
BY AND BETWEEN
MONTGOMERY COUNTY, TEXAS,
THE CITY OF MONTGOMERY, TEXAS AND
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215**

This **Agreement for Construction of Roadway Project - Old Plantersville Road** (the "Agreement") is made by and between Montgomery County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (the "County"), the City of Montgomery, Texas, a Type A general-law municipality located in the County (the "City") and Montgomery County Municipal Utility District No. 215, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). The County, the City and the District are each individually at times referred to herein as a "Party," and collectively as the "Parties." This Agreement shall be effective as of the date of the signature of the last Party to execute the Agreement (the "Effective Date").

RECITALS

WHEREAS, the District was created for the purposes of, among other things, providing water distribution, wastewater collection and drainage, road and park facilities (the "Facilities") to serve development occurring within its boundaries; and

WHEREAS, pursuant to Chapter 49 of the Texas Water Code, the District has the authority to finance and construct roadway facilities for the benefit of the District; and

WHEREAS, the County has the authority to construct public roads under Chapter 251 of the Texas Transportation Code; and

WHEREAS, the City has the authority over and under the streets of the municipality under Chapter 311 of the Texas Transportation Code; and

WHEREAS, pursuant to that certain Development Agreement, dated May 10, 2022, between the City and Redbird Meadow Development, LLC ("Redbird"), as

amended by that First Amendment thereto, effective August 8, 2023, and as assigned by that certain Partial Assignment and Assumption of Development Agreement between Redbird and JDS Old Plantersville Road LLC (the “Developer”), effective October 31, 2024 (the “Development Agreement”), the City and the Developer agreed to enter into a tri-party agreement among the Developer and/or the District, the City, and the County regarding improving Old Plantersville Road; and

WHEREAS, the District and the City entered into that certain Memorandum of Understanding, as of December 9, 2025, regarding the necessary improvements to Old Plantersville Road; and

WHEREAS, the County has determined that it is necessary and prudent to reconstruct and widen Old Plantersville Road from State Highway 105 to State Highway 105 and a portion of Old Plantersville Road is located within the corporate limits of the City; and

WHEREAS, the County and the City entered into that certain Interlocal Agreement for Street Construction, Repair, and Maintenance, as of June 22, 1992, whereby the City approved and authorized the County to improve streets in the County that are located within the incorporated limits of the City pursuant to Section 251.012 of the Texas Transportation Code; and

WHEREAS, the District has determined that it is necessary and prudent to construct two turn lanes on Old Plantersville Road into a portion of the District, as shown on **Exhibit “A”** and as further described below; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions for an agreement to collectively finance, construct, own and maintain the Project; and

WHEREAS, the Commissioners Court of the County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the governing bodies of the County, the City and the District have authorized this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County, the City and the District agree as follows:

Section 1. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 2. Description of the Project.

The purpose of this Agreement is to define the respective obligations of the Parties regarding the construction, financing, operation and maintenance of the Project shown on **Exhibit "A"** attached hereto. The Project includes the following:

- a. The widening and reconstruction of Old Plantersville Road from State Highway 105 to State Highway 105 (the "County Project"); and
- b. The construction of two turn lanes into the District, shown as the "District Project" on **Exhibit "A"** attached hereto (the "District Project," together with the County Project, the "Project").

The District and the City are not responsible for the County Project.

Section 3. County Project.

The County is responsible for the permitting, design, construction and funding of the County Project in accordance with this Section 3:

A. Permitting. The County will be responsible for obtaining environmental permits and any necessary right-of-way in connection with the construction of the County Project.

B. Design. The District has dedicated right-of-way along Old Plantersville Road for a portion of the Project. Any additional right-of-way required for the Project will be the responsibility of the County. The County will prepare plans and specifications and shall design the County Project in accordance with all applicable regulatory requirements and in accordance with County road standards. The District and the City will have thirty (30) days to review and approve the construction plans for the County Project before the County advertises for competitive bids for the Project.

C. Construction. The County will bid the County Project with the District Project included as an alternate line item on the bid form. The County will bid the Project in accordance with State law. The District and the Developer shall review the bids received and, within 45 days, determine whether to accept the bid of the District Project included as an alternate line item on the bid form. The County will also review such bids and shall recommend award to include the District Project if the alternate line item is acceptable to the District and the Developer. Once the bid is accepted, the County will enter into the construction contract(s) for the County Project and the District Project,

respectively, and shall oversee the construction of the Project. The City shall be included as an additionally named party on the construction contract(s) as it relates to the bonds obtained and warranties for the County Project.

D. Funding. The County will be responsible for funding the design and construction of the County Project. The County has available from current funds an amount sufficient to cover the County's estimated costs.

Section 4. District Project.

The District is responsible for the design, construction and funding of the District Project in accordance with this Section 4:

A. Design. The District will design the District Project in accordance with all applicable regulatory requirements, and such plans will be submitted for review and approval by the County, as the District Project is located within County right-of-way.

B. Construction. The District Project shall be bid in accordance with Section 3(C) above, and the District Project shall be included as an alternate line item on the bid form for the County Project. However, should the District elect to decline the bids received for the District Project as an alternate line item with the County Project, the District will bid the District Project independently in accordance with all competitive bidding requirements based on approved construction plans. The District and the Developer will review such bids and recommend award based on Texas competitive bidding requirements. Once a bid is accepted, the District will enter into the construction contract(s) for the District Project and oversee the construction of the District Project. The City shall be included as an additionally named party on the construction contract(s) as it relates to the bonds obtained and warranties for the District Project. In the event the District enters into the construction contract(s) for the District Project, the County and the District agree to coordinate construction of the Project.

C. Funding. The District will be responsible for funding the construction of the District Project. The District may fund the District Project either through a developer advance pursuant to the financing agreement between the Developer and the District or through the issuance of District bonds or other legally available funds. Upon acceptance of the bids for the District Project in accordance with Section 3(C), the District will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing and reimbursable expenses with the County. The County shall only use the funds deposited by the District for the District Project. Within 45 days of completion of the District Project and inspection by the County, the District and the City, the County shall perform a reconciliation and final accounting and reimburse the District for any unpaid funds under the construction contract. In the event the County has expended more than

the deposit amount, the District will reimburse the County for any excess cost for the District Project. The County will hold \$5,000 in escrow to cover estimated costs for completion of the one-year warranty inspection. After completion of the one-year warranty and action by City Council to officially end the warranty period and accept the District Project for maintenance, the County shall perform a reconciliation and final accounting within 45 days and reimburse the District for any unused funds or request additional funds.

Upon certification of completion from the District engineer and County engineer that the District Project has been constructed in accordance with County road standards, the District will convey the District Project to the City for ownership, operation and maintenance in accordance with Section 5 below.

Section 5. City Obligations.

The City agrees to do the following:

A. Upon certification of completion of construction of the Project in accordance with County road standards, the City shall: (i) annex the Project into the corporate limits of the City by Deed without Warranty, a form of which is attached hereto as **Exhibit B**, (ii) accept the Project into the City road system and (iii) assume responsibility for the ownership, operation and maintenance of the Project. Additionally, City shall oversee and maintain the Project during the one-year maintenance period in accordance with any construction contract(s) pursuant to Section 3.C and Section 4.B of this Agreement. Prior to the acceptance of the Project by the City, the County, the District and the City shall have the right to inspect the Project and confirm the Project has been constructed in accordance with County road standards. The City, the County and the District agree to coordinate efforts to schedule a single final inspection to confirm that the Project has been constructed in accordance with County road standards.

B. Upon acceptance of the Project by the City, Old Plantersville Road shall thereafter be removed from the Montgomery County Road Maintenance System and the Montgomery County Road Log.

Section 6. Liability.

The Parties are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 7. Insurance Requirements.

The County agrees to require any contractor who constructs any phase of the Project to maintain insurance policies, with the minimum limits of insurance coverage,

consistent with the County's general requirements for construction activities of comparable value to the particular phase of the Project that may be under construction, and consistent with the District's and the developer for the District's minimum insurance requirements. All insurance policies carried by such contractors, except Worker's Compensation insurance, shall name the District and any owner of the real property on and adjacent to the Project ("Property Owner") as additional insureds (with respect to liability arising out of work performed by the contractors or subcontractors, as applicable) and shall contain a waiver of subrogation in favor of the District and the Property Owner.

Section 8. Term.

The term of this Agreement will be until May 31, 2036 or until the Project is completed and has been accepted into the City road system, whichever is earlier, unless this Agreement is terminated in writing with the mutual consent of the Parties.

Section 9. Public Information.

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

Section 10. No Personal Liability.

Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, office, or agent of any Party to this Agreement.

Section 11. No Indemnification by County, City or District.

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

Section 12. Sovereign Immunity Acknowledged and Retained.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A

PARTY MAY HAVE BY OPERATION OF LAW. THE COUNTY, THE CITY AND THE DISTRICT RETAIN ALL GOVERNMENTAL IMMUNITIES.

Section 13. Assignment.

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

Section 14. No Third-Party Beneficiaries.

The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 15. Notices.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Montgomery County, Texas Attn: Commissioner Robert Walker 510 Highway 75 N. Willis, Texas 77378
With a copy to:	Montgomery County Attorney's Office Attn: B. D. Griffin 501 N. Thompson, Suite 300 Conroe, Texas 77301
City:	City of Montgomery, Texas Attn: City Manager 101 Old Plantersville Road Montgomery, Texas 77535
With a copy to:	Johnson Petrov LLP Attn: Alan Petrov 2929 Allen Parkway, Suite 3150 Houston, Texas 77019
District:	Montgomery County Municipal Utility District No. 215 Attn: Annette Stephens

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Section 16. Legal Construction.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties.

Section 17. Default.

The breach of any representation, warranty, condition or covenants to performance under this Agreement or the failure to comply with the terms of this Agreement by any Party hereto shall constitute a default.

If a default occurs, the non-defaulting Party must notify, or cause notification to be sent to, the defaulting Party, which defaulting Party shall have sixty (60) days to cure any defect complained of. If the defaulting Party commences best efforts to cure the defect complained of, the other Party may, but is not obligated to, extend the sixty (60) day cure period. If the default is a failure to timely deliver notice, documents, or information, the prompt delivery of the notice, documents or information will be a cure of the default.

Should the Party receiving the notice fail to correct the default within sixty (60) days of receipt of the notice, the Party giving notice of default may exercise all available remedies at law and in equity, including an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

Section 18. Entire Agreement.

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 19. Nonwaiver.

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

Section 20. Execution.

This Agreement has been executed by the County, the City and the District upon and by the authority of their respective governing bodies.

Agreed to and accepted by the County, the City and the District effective as of the Effective Date.

DISTRICT:

MONTGOMERY COUNTY
MUNICIPAL UTILITY DISTRICT NO.
215

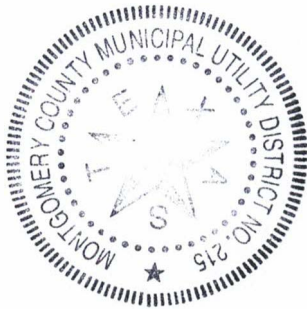
By: *Shirley Chen*
President, Board of Directors

Date: April 28, 2026

ATTEST:

By: *Morison Tubie*
Secretary, Board of Directors

(SEAL)



COUNTY:

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

Date: _____

ATTEST:

By: _____

CITY:

CITY OF MONTGOMERY, TEXAS,
a Type A general law city

By: _____

Date: _____

ATTEST:

By: _____

EXHIBIT A

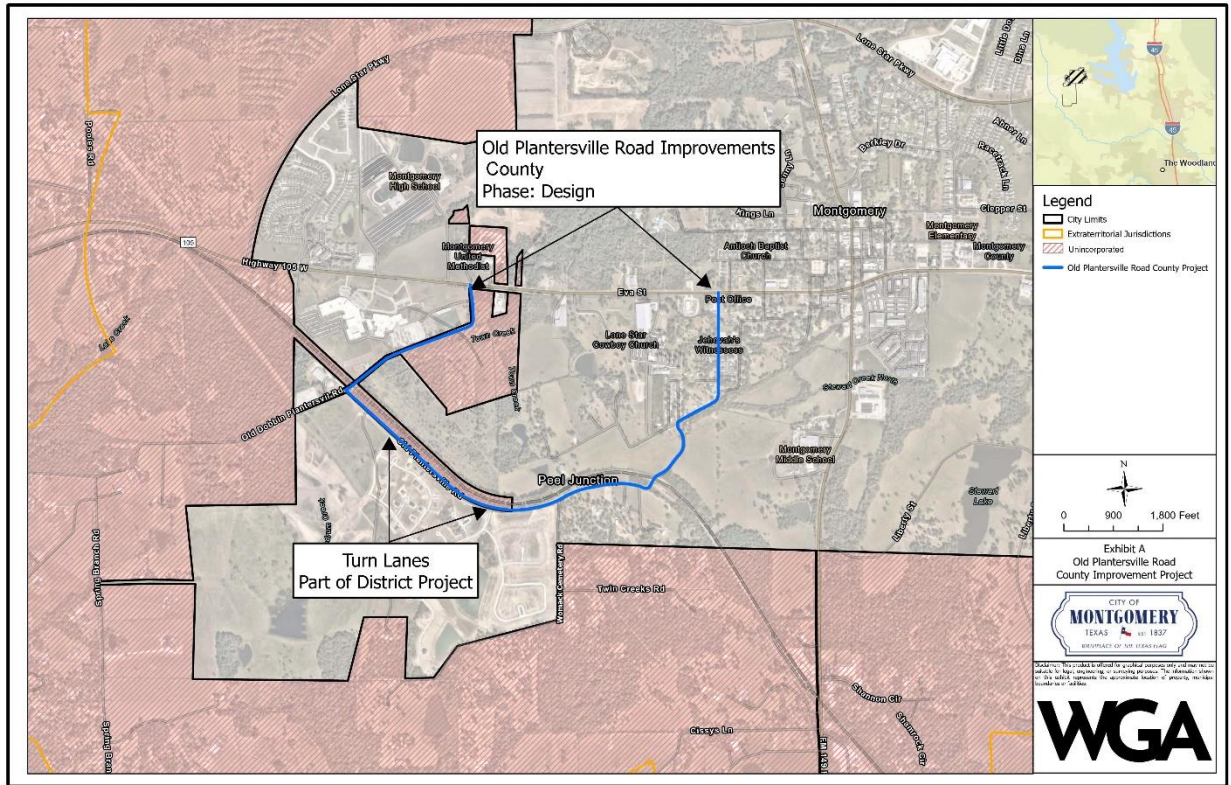


EXHIBIT B

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

**DEED WITHOUT WARRANTY
FOR PRESCRIPTIVE ROAD RIGHT-OF-WAY**

Date: _____, 2026

Grantor: MONTGOMERY COUNTY, TEXAS,
a political subdivision of the State of Texas

Grantor's Mailing Address:

501 North Thompson, Suite 400
Conroe, Texas 77301

Grantee: CITY OF MONTGOMERY, TEXAS
a Type A general-law municipality in Montgomery County, Texas

Grantee's Mailing Address:

101 Old Plantersville Road
Montgomery, Texas 77316

Recitals:

WHEREAS, Montgomery County, Texas, has been authorized under the Texas Transportation Code, Chapter 251 to acquire and maintain road rights-of-way that the Montgomery County Commissioners Court has determined are necessary or convenient to the public to be constructed, reconstructed, maintained, widened, straightened, or extended, including the acquisition of land and such other property rights by grant, conveyance, donation or prescription when such land is deemed necessary for the purposes of facilitating the construction, maintenance and operation of county roads; and

WHEREAS, the herein-described Property was acquired by Montgomery County, Texas by prescription and has been incorporated into the road maintenance system of Montgomery County, Texas; and

WHEREAS, pursuant to that certain Agreement for Construction of Roadway Project Old Plantersville Road by and between Montgomery County, Texas ("County" or "Grantor"), the City of Montgomery ("City" or "Grantee") and Montgomery County Municipal Utility

District No. 215 (“District”), the County is conveying to the City the herein-described Property for the purposes of facilitating the maintenance and operation of such Property as a city street to serve the public.

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of the County’s interest in and to that certain prescriptive road right-of-way containing 5.43 acres out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, said 5.43 acre being more particularly described on Exhibit A and depicted on Exhibit C attached hereto; and

All of the County’s interest in and to that certain prescriptive road right-of-way containing 3.64 acres out of the Zachariah Landrum Survey, Abstract No. 22, and the Benjamin Rigsby Survey, Abstract No. 31, Montgomery County, Texas, said 3.64 acres being more particularly described on Exhibit B and depicted on Exhibit C attached hereto.

Reservations from and Exceptions to Conveyance:

Grantee is not acquiring herein, and there is reserved to Grantor and Grantor’s heirs, successors, and assigns, all rights, if any, in and to the oil, gas, sulphur, uranium, fissionable materials, and other minerals in and under the surface of the Property acquired in this conveyance; provided, however, that Grantee is acquiring all surface rights of any kind to or on the Property. The acquisition of such surface rights shall not prevent the owners of any mineral estate, interest, or lease from extracting all oil, gas, sulphur, uranium, fissionable materials, and other minerals from under such Property by directional drilling or other means, so long as no part of the surface of the Property is used or affected.

GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR TYPE WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ABSENCE OF HAZARDOUS SUBSTANCES OR, OTHER CONTAMINANTS, THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY OR THE SUITABILITY OF THE PROPERTY OR ANY IMPROVEMENTS FOR ANY PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO A ROAD RIGHT OF WAY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF RIGHT OF WAY PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY AND HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION AND GRANTEE ASSUMES FULL RESPONSIBILITY FOR INSPECTING THE PROPERTY. GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY INFORMATION BEING PROVIDED TO GRANTEE PURSUANT TO THIS TRANSACTION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR OTHER PERSON. GRANTEE AGREES THAT THE PROPERTY IS BEING CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS THEN PRESENT CONDITION "AS IS, WHERE IS", WITH ALL FAULTS AND PRE-EXISTING CONDITIONS, IF ANY, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW.

Grantor, for the consideration and subject to the reservations from conveyance and the exceptions to conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

MONTGOMERY COUNTY, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026 by _____ (*name*), as _____ (*title*) of Montgomery County, Texas, a political subdivision of the State of Texas.

Notary Public, State of Texas

ACCEPTED:

CITY OF MONTGOMERY, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026 by _____ (*name*), as _____ (*title*) of City of Montgomery, Texas.

Notary Public, State of Texas

CERTIFICATE OF ACCEPTANCE

This is to certify that the right-of-way and land conveyed by this Deed without Warranty on _____, 2026, from Montgomery County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, to City Of Montgomery, Texas, a Type A general-law municipality, has been duly accepted subject to all terms and conditions contained herein, and the City Council has consented to recordation of this Deed without Warranty by its duly authorized officer.

GRANTEE:

CITY OF MONTGOMERY, TEXAS,
a Type A general-law municipality

APPROVED AS TO FORM:

By _____
_____, City Attorney

By: _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on _____, 2026, by _____, _____ of **CITY OF MONTGOMERY, TEXAS**, a Type A general-law municipality, on behalf of said municipality.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit A to Deed

**BOUNDS DESCRIPTION
OLD PLANTERSVILLE ROAD
ZACHARIAH LANDRUM SURVEY, A-22
MONTGOMERY COUNTY, TEXAS**

A tract or parcel of land containing 5.53 acres out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, said 5.43 acres being more particularly described by bounds as follows:

BEGINNING at the intersection of a southwesterly line of the BNSF Railroad right-of-way, as recorded in Vol. 6 Pg. 530 of the Montgomery County Deed Records (M.C.D.R.), and a southerly line of Old Dobbin Road, for a northwest corner on Old Plantersville Road right-of-way;

THENCE SOUTHEASTERLY with and adjoining said southwesterly line of the BNSF Railroad right-of-way, also being a right-of-way line of Old Plantersville Road, to a point of curvature;

THENCE EASTERLY along a curve to the left with and adjoining said southerly line of the BNSR Railroad right-of-way, also being also being a right-of-way line of Old Plantersville Road, to the northeast corner of the herein described tract, lying in a Montgomery City limit line;

THENCE SOUTHERLY along said Montgomery City limit line, to a southerly line of Old Plantersville Road, to a non-tangent curve and southeast corner of the herein described tract, lying in a northerly line of the plat of Briarley Sec. 4, as recorded in Cab. AA, Sht. 2239 of the Montgomery County Map Records (M.C.M.R.);

THENCE WESTERLY along a curve to the right, and the northerly lines of Redbird Meadows Sec. 2, as recorded in Cab. AA, Sht. 974, and Redbird Meadows Sec. 1, as recorded in Cab. AA, Sht. 970, to a point of tangency and southerly corner of the herein described tract;

THENCE NORTHWESTERLY with and adjoining said northerly line of Redbird Meadows Sec. 1, and continuing to northerly line of Old Dobbin Road, also being a northerly line of Old Plantersville Road, for a northwesterly corner of Old Plantersville Road;

THENCE NORTHEASTERLY with and adjoining said northerly line of Old Plantersville Road (formerly Old Dobbin Road), to the said southwesterly line of the BNSF Railroad right-of-way;

THENCE SOUTHEASTERLY with and adjoining said southwesterly line of the BNSF Railroad right-of-way, to the POINT OF BEGINNING and containing 5.53 acres of land.

Old Plantersville Road
Maintenance Area Description

Exhibit B to Deed

BOUNDS DESCRIPTION
OLD PLANTERSVILLE ROAD
(FORMERLY OLD DOBBIN ROAD)
ZACHARIAH LANDRUM SURVEY, A-22
BENJAMIN RIGSBY SURVEY, A-31
MONTGOMERY COUNTY, TEXAS

A tract or parcel of land containing 3.64 acres out of the Zachariah Landrum Survey, Abstract No. 22, and the Benjamin Rigsby Survey, Abstract No. 31, Montgomery County, Texas, said 3.64 acres being more particularly described by bounds as follows:

BEGINNING at the intersection of a northeasterly line of the BNSF Railroad right-of-way, as recorded in Vol. 6 Pg. 530 of the Montgomery County Deed Records (M.C.D.R.), and a northerly line of Old Plantersville Road (formerly called Old Dobbin Road), for a west corner of Old Plantersville Road right-of-way, also being a southerly corner of a 30.889 acre tract, Montgomery Independent School District, (MISD), as recorded under Clerk's File No. 9653935 of the Official Public Records of Real Property, Montgomery County, Texas, (O.P.R.R.P.M.C.);

THENCE NORTHEASTERLY with and adjoining the southeasterly lines of the following three (3) MISD tracts, said 30.889 acre tract, a 10 acre tract as recorded under Clerk's File No. 8128189 of the O.P.R.R.P.M.C., and a 27.71 acre tract as recorded under Clerk's File No. 8044721 of the O.P.R.R.P.M.C., for a northerly corner of Old Plantersville Road (formerly called Old Dobbin Road) and southeast corner of said 27.71 acre tract;

THENCE NORTHERLY along the easterly line of said 27.71 acre tract, to the southerly right-of-way line of SH 105 for a northerly corner of the herein described tract;

THENCE EASTERLY along said southerly right-of-way line of SH 105 to northwest corner of a 3.17 acre tract, as recorded in Volume 896, Page 821, of the Montgomery County Deed Records, (M.C.D.R.);

THENCE SOUTHERLY with and adjoining the westerly line of said 3.17 acre tract and a northerly line of a 13.05 acre tract, as recorded in Volume 896, Page 825, of the M.C.D.R., for a southeast corner of Old Plantersville Road (formerly called Old Dobbin Road);

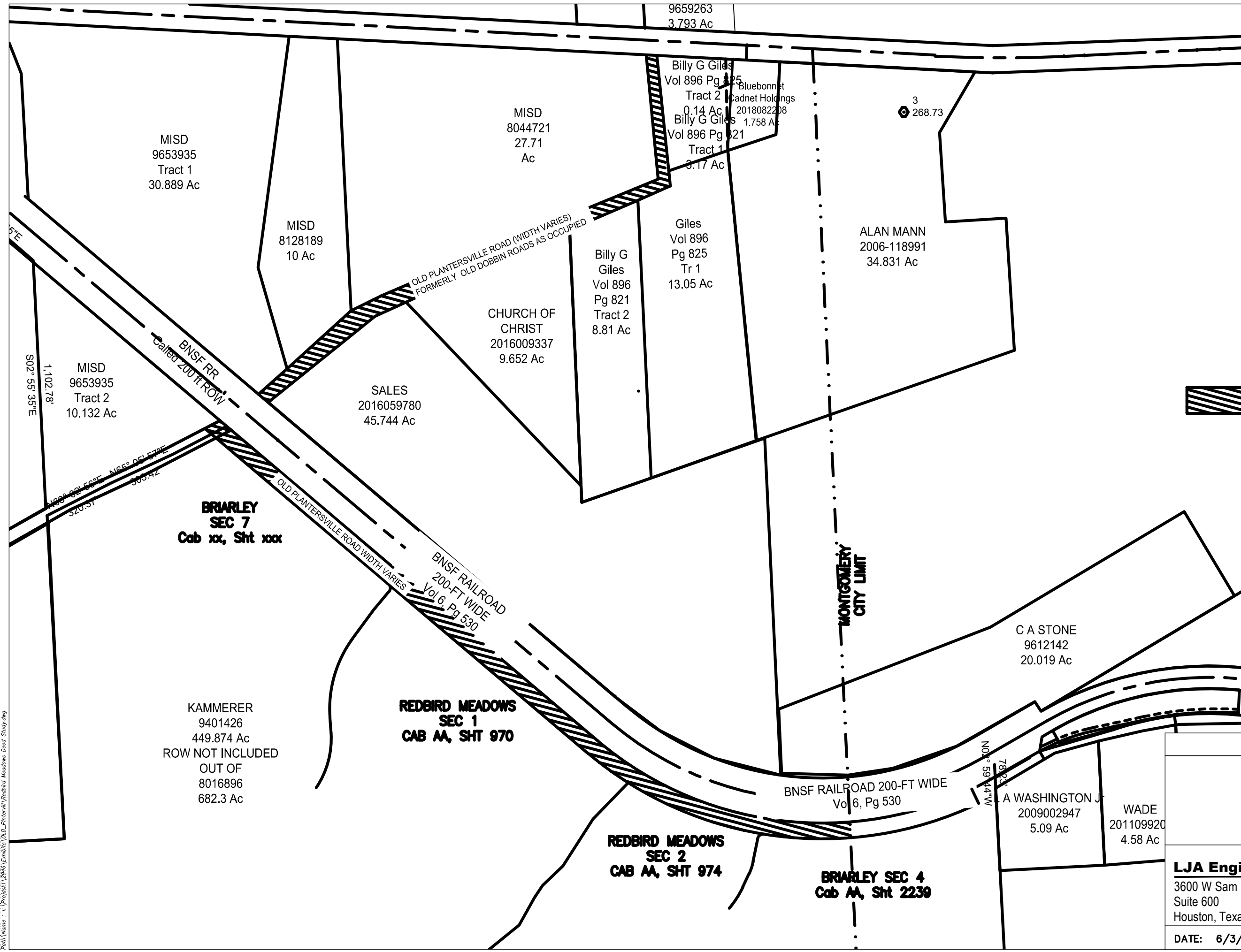
THENCE SOUTHWESTERLY with and adjoining the northwesterly line of the following four (4) tracts for a southerly line of Old Plantersville Road (formerly called Old Dobbin Road), said 13.05 acre tract, a 8.81 acre tract as recorded in Volume 896, Page 821, of the M.C.D.R., a 9.652 acre tract as recorded under Clerk's File No. 2016009337 of the Official Public Records of Montgomery County (O.P.R.M.C.), and a 45.744 acre tract as recorded under Clerk's File No. 2016009337 of the O.P.R.M.C., to the southwest corner of the herein described tract, lying in said northerly line of BNSF Railroad right-of-way;

THENCE NORTHWESTERLY with and adjoining said northerly line of the BNSF Railroad right-of-way to the POINT OF BEGINNING and containing 3.64 acres of land.

Old Plantersville Road
Formerly called - Old Dobbin Road
Maintenance Area Description

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C to Deed



SCALE 1" = 400'

LEGEND
 R.O.W. TRANSFERRING OWNERSHIP AND MAINTENANCE

EXHIBIT	
R.O.W. TRANSFER OLD PLANTERSVILLE ROAD	
LJA Engineering, Inc. 	
3600 W Sam Houston Parkway S Suite 600 Houston, Texas 77042	Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386
DATE: 6/3/26	SHEET NO. 01 OF 01

Date/Time : Wed, 03 Jun 2026 - 11:55am
 Path/Name : I:\Projects\12946\Exhibits\OLD_Plantersville\Rebird Meadows Deed Study.dwg



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 12.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action regarding approval of a Memorandum of Ground Lease Agreement between the City of Montgomery and Communications Tower Group I LLC for use of City-owned property located at 14751 Liberty Street, Montgomery, Texas, and authorize the City Administrator to execute the document.

RECOMMENDATION

Staff recommends City Council approve the Memorandum of Ground Lease Agreement and authorize the City Administrator to execute the document.

BACKGROUND

The proposed memorandum memorializes a ground lease agreement between the City of Montgomery, as landlord, and Communications Tower Group I LLC, as tenant. The agreement concerns a portion of City property identified as Parcel ID 34508 at 14751 Liberty Street and related access/easement area identified as Parcel Number 462751. The memorandum summarizes key lease terms, including the leased premises, an initial five-year term, automatic renewal terms, subletting and licensing rights, and certain rights of first refusal described in the agreement.

FISCAL IMPACT

ATTACHMENTS

1. Montgomery CTGI-TX 0015297 Memorandum of Agreement 2026-0602

(space above for Recorder's use only)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Communications Tower Group I LLC
Ballantyne One
15720 Brixham Hill Avenue
Suite 300
Charlotte, North Carolina 28277
Site ID: CTGI-TX 0015297 Montgomery

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (“**Memorandum**”), is made and entered into on this _____ day of _____, 2026 by and CITY OF MONTGOMERY (“**Landlord**”) with an address of 101 Old Plantersville Road, Montgomery, Texas 77316-4416 and COMMUNICATIONS TOWER GROUP I LLC, a Delaware limited liability company (“**Tenant**”) with an address of Ballantyne One, 15720 Brixham Hill Avenue, Suite 300, Charlotte, North Carolina 28277, and evidences that certain Ground Lease Agreement (“**Agreement**”) between Landlord and Tenant dated as of _____, 2026 (“**Agreement Effective Date**”), which Agreement contains, among other things, the following terms:

1. **Description of Property.** Landlord is the fee owner of that certain land and property located in the County of Montgomery, State of Texas commonly referred to as Parcel ID 34508 and located at 14751 Liberty Street in Montgomery, Texas, and has an assignable easement interest for ingress, egress, access and utilities over, across under and through that land and property adjacent thereto and referred as Parcel Number 462751, all as more specifically described on **Exhibit A** hereto (the “**Property**”); and
2. **Description of Premises.** Pursuant to the Agreement, the Landlord leased to Tenant a portion of the Property set forth and described on the attached **Exhibit B** (the “**Premises**”), together with the non-exclusive right of ingress, egress, regress, access and parking over, across, under and through the Property to an open and improved public right of way, and the installation, operation, repair, replacement and removal of above and below ground lines, cables, conduit, pipes, poles, electrical, telephone and fiberoptic equipment, installations and appurtenances, all as more particularly set forth in the Agreement.
3. **Term.** The Agreement is effective, valid and binding as of the Agreement Effective Date. The initial term of the Agreement is five (5) years, commencing on the first day of the month following the completion by Tenant of construction of the Telecommunications Facilities (as defined in the Agreement) (the “**Commencement Date**”).
4. **Renewal Terms.** The Agreement will automatically renew for nine (9) successive terms of five (5) years each (each a “**Renewal Term**”), unless the Agreement is terminated by Tenant in accordance with the terms of the Agreement.

5. **Subletting; Licensing.** Tenant has the right to sublet or license all or any portion of the Premises or permit any portion of the Premises or easements and rights of way granted to Tenant pursuant to the Agreement to be occupied or used by any other party or multiple parties, including subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.

6. **Right of First Refusal; Rental Stream Offer.** From and after the Effective Date, the Agreement grants to Tenant a right of first refusal in connection with any and all requests, proposals or offers from any third party to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises, all as more particularly set forth in the Agreement. Further, from and after the Effective Date, the Agreement grants to Tenant a right of first refusal and the right to acquire the rental stream associated with the Agreement in connection with any request, offer, proposal, agreement, promise or related right or document seeking an assignment or transfer of rent payments associated with the Agreement, all in accordance with the terms of the Agreement. A full and complete copy of the provisions referenced herein is on file with the Tenant.

7. **Ratification of Agreement.** By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify, confirm, restate and reconfirm all of the terms and conditions of the Agreement and declare that the Property and the Premises are subject to all of the applicable provisions of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD: CITY OF MONTGOMERY

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 2026, before me, the undersigned Notary Public, duly commissioned and qualified, personally appeared in the State and County aforesaid the above named _____, the _____ of the CITY OF MONTGOMERY, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is:

- personally known to me or;
- has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL

**TENANT: COMMUNICATIONS TOWER
GROUP I LLC, a Delaware limited liability
company**

By: _____
Name: Ricardo Loor
Its: Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the ____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above-named Ricardo Loor, who declared that he knew the contents of the foregoing instrument, and acknowledged it to be his voluntary act and deed, for and on behalf of the company. Such person is:

- personally known to me or;
- has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT
LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property may be provided on new Exhibit A. Initials by Landlord and Tenant at the bottom of the new Exhibit A will constitute approval.

SITUATE IN MONTGOMERY COUNTY, STATE OF TEXAS:

PARCEL ONE R34508

BEING 8.40 ACRES OF LAND IN THE BEN RIGBY SURVEY, A-31, MONTGOMERY COUNTY, TEXAS, AND A PART OF A CALLED 729.0 ACRE TRACT CONVEYED R. D. SIMONTON DESCRIBED IN VOLUME 223, PAGE 14, DEED RECORDS: MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOR THE SADLER NORTHEAST CORNER, SAME BEING THE SIMONTON SOUTHEAST CORNER;

THENCE: N 11°34' W, ALONG THE SIMONTON EAST LINE, 320.4 FT. TO A CYCLONE FENCE POST FOR THE CITY OF MONTGOMERY 2.0 ACRE TRACT SOUTHEAST CORNER;

THENCE: S 88°06' W, 279.8 FT. TO A 2" IRON PIPE FOR THE 2.0 ACRE SOUTHWEST CORNER;

THENCE: N 0°23' W, 299.7 FT. TO A POINT IN THE CENTERLINE OF TOWN CREEK, FROM WHICH A 2" IRON PIPE BEARS S 0°23' E, 25.0 FT.;

THENCE: ALONG GENERALLY THE CENTERLINE OF TOWN-CREEK THE FOLLOWING:

(1) S 48°00' W, 60.0 FT., (2) S 18°00' W, 173.0 FT.,
(3) N 62°30' W, 90.0 FT., (4) S 59°50' W, 120.0 FT.,
(5) S 33°10' W, 150.0 FT., (6) N 22°00' W, 75.0 FT.,
(7) N 06°30' E, 70.0 FT., (8) N 27°00' W, 58.0 FT.,
(9) S 47°00' W, 230.0 FT., (10) S 23°00' W, 60.0 FT.,
(11) S 68°00' W, 70.0 FT., (12) S 24°00' E, 100.0 FT., AND
(13) S 24°46' W, 166.6 FT., TO A POINT IN THE SOUTH LINE OF THE SIMONTON
TRACT, AND NORTH LINE OF THE STEGER TRACT;

THENCE: N 88°16'21" E, ALONG THE SIMONTON SOUTH LINE, 832.0 FT. TO A POST AT THE SADLER NORTHWEST CORNER;

THENCE: N 87°20' E, 210.4 FT. TO THE PLACE OF BEGINNING AND CONTAINING 8.40 ACRES OF LAND

TAX ID NO: R34508

BEING THE SAME PROPERTY CONVEYED TO CITY OF MONTGOMERY, TEXAS, GRANTEE, FROM R.D. SIMONTON AND WIFE, BESS A. SIMONTON, GRANTOR, RECORDED 01/07/1987 AS RECORDED 01/07/1987, AS INSTRUMENT 8701042 OF MONTGOMERY COUNTY RECORDS.

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL TWO R462751

BEING A 0.264 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE BENJAMIN RIGSBY SURVEY, ABSTRACT NO. 31, OF MONTGOMERY COUNTY, TEXAS, BEING OUT OF AND PART OF A CALLED 1/2 ACRE TRACT OF LAND CONVEYED TO TURNER AND. REBECCA SADLER AS RECORDED IN VOLUME 271, PAGE 287, D.R.M.C., AND BEING THE SAME TRACT OF LAND CALLED 0.26 ACRES OF LAND CONVEYED TO KEVIN J. MITCHELL AS DESCRIBED IN DEED RECORDED IN CF NO. 9542633, R.P.R.M.C., AND SAID 0.264 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD AS A POINT FOR LOT SIX (6) OF LONE STAR ESTATES, A RECORDED SUBDIVISION SITUATED IN THE BENJAMIN RIGBY SURVEY, ABSTRACT NO. 31, OF MONTGOMERY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET M, SHEET(S) 74 - 76, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LONE STAR ESTATES, THE NORTHWEST CORNER OF A CALLED 0.27 ACRE TRACT (0.273 ACRES BY RE-SURVEY) CONVEYED TO DORIS FORD AS DESCRIBED IN INSTRUMENT RECORDED IN CF NO. 8146425, R.P.R.M.C., AND SAID POINT BEING IN THE SOUTH LINE OF A CALLED 8.40 ACRE TRACT CONVEYED TO THE CITY OF MONTGOMERY AS DESCRIBED IN INSTRUMENT RECORDED IN CF NO. 8701042, R.P.R.M.C., THENCE N 88°42'20" E, A DISTANCE OF 100.13 FEET TO A 1/2" IRON ROD SET AS THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, AND PROCEEDING;

THENCE: N 88°42'20" E, (DEED - N 89°19'00" E) A DISTANCE OF 102.50 FEET TO A FOUND FENCE POST AS A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF THE SAID 1/2" TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND CALLED THE DEAN TRACT AS PER DEED RECORDED IN VOLUME 51, PAGE 379, D.R.M.C., AND THE NORTHWEST CORNER OF A CALLED 0.93 ACRE TRACT CONVEYED TO MONTGOMERY INDEPENDENT SCHOOL DISTRICT PER DEED RECORDED IN VOLUME X, PAGE 249, D.R.M.C., AND SAID POINT BEING S 88°42'40" E A DISTANCE OF 7.60 FEET FROM A FOUND 1/2" IRON ROD AS A POINT FOR THE SOUTHEAST CORNER OF THE RESIDUAL OF THE R. D. SIMONTON TRACT DESCRIBED IN DEED RECORDED IN VOLUME 223, PAGE 14, D.R.M.C.;

THENCE: S 12°26'40" E, A DISTANCE OF 103.57 FEET (DEED - S 12°25'00" E, A DISTANCE OF 101.1 FEET) ALONG THE WEST LINE OF THE SAID 0.93 ACRE TRACT TO A FOUND 1/2" IRON ROD AS A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE SAID 1/2 ACRE TRACT, AND BEING THE NORTHWEST CORNER OF LOT FIVE (5) OF SAID LONE STAR ESTATES, AND SAID POINT THE FOLLOWING FROM A FOUND 3/4" IRON PIPE IN THE WESTERLY RIGHT-OF-WAY LINE OF LIBERTY STREET (A/K/A/ F.M. 149) AS THE SOUTHEAST CORNER OF THE SAID 0.93 ACRE TRACT: (1) S 79°11'38" W, A DISTANCE OF 192.06 FEET ALONG A FENCE TO A FOUND FENCE CORNER POST AS THE SOUTHWEST CORNER OF THE SAID 0.93 ACRE TRACT, THENCE STILL ALONG A FENCE, (2) N 14°49'34" W, A DISTANCE OF 140.07 FEET TO SAID SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT
LEGAL DESCRIPTION OF REAL PROPERTY

THENCE: S 82°35'00" W, A DISTANCE OF 110.10 FEET ALONG THE NORTH LINE OF SAID LOT 5, TO A 1/2" IRON ROD SET AS A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE SAID 0.27 ACRE TRACT;

THENCE: N 07°51'53" W, A DISTANCE OF 114.11 FEET (DEED - N 07°40'00" W, A DISTANCE OF 112.73 FEET) BACK TO THE PLACE AND POINT OF BEGINNING AND HAVING A COMPUTED AREA OF 0.264 ACRES.

TAX ID NO: R462751

BEING THE SAME PROPERTY CONVEYED TO PAUL R. BROWN, GRANTEE, FROM BILLIE JO KING, INDIVIDUALLY AND BILLIE JO KING AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF CLIFTON RAY KING, JR., DECEASED RECORDED 10/05/2015 AS DOCUMENT 2015098615 OF THE MONTGOMERY COUNTY RECORDS.

EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT
DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B. Initials by Landlord and Tenant at the bottom of the new Exhibit B will constitute approval thereof.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

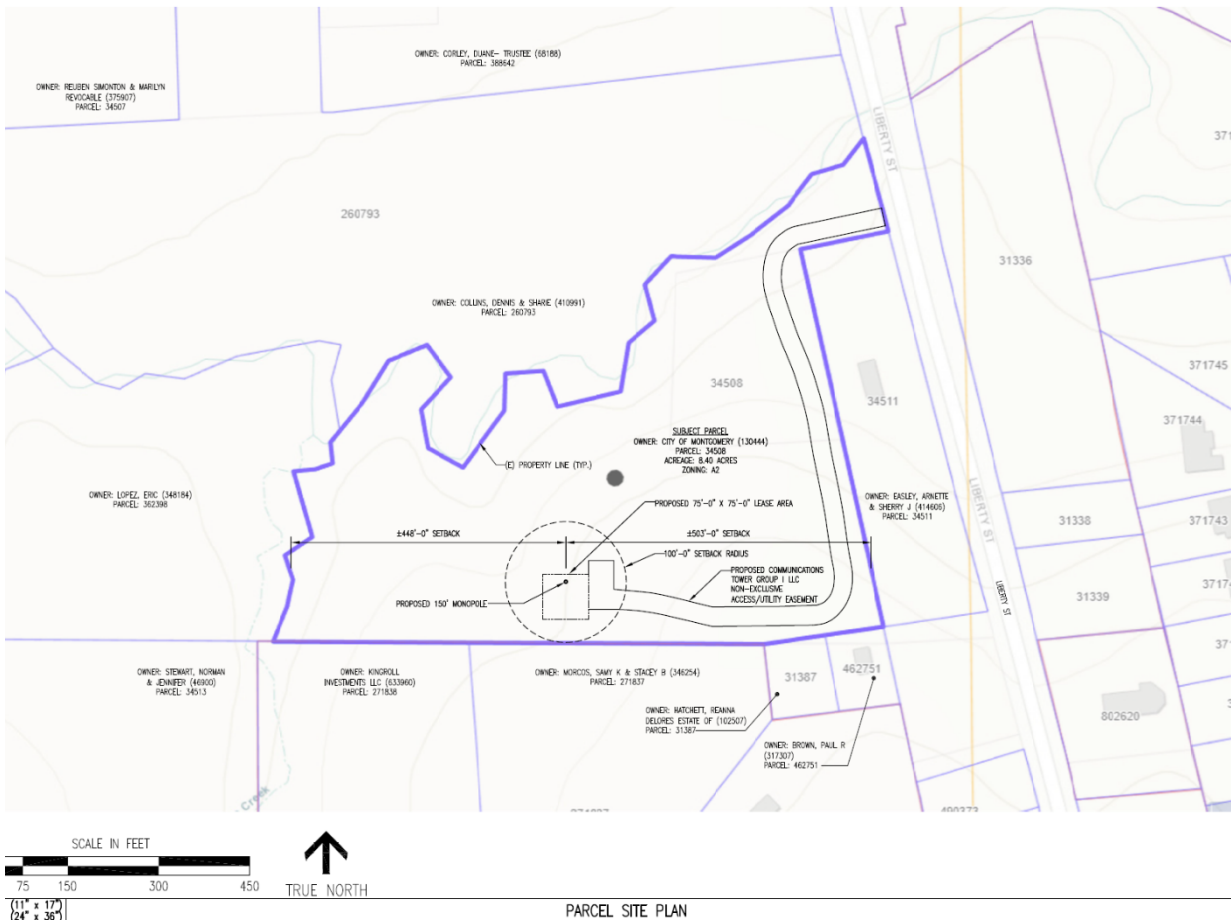
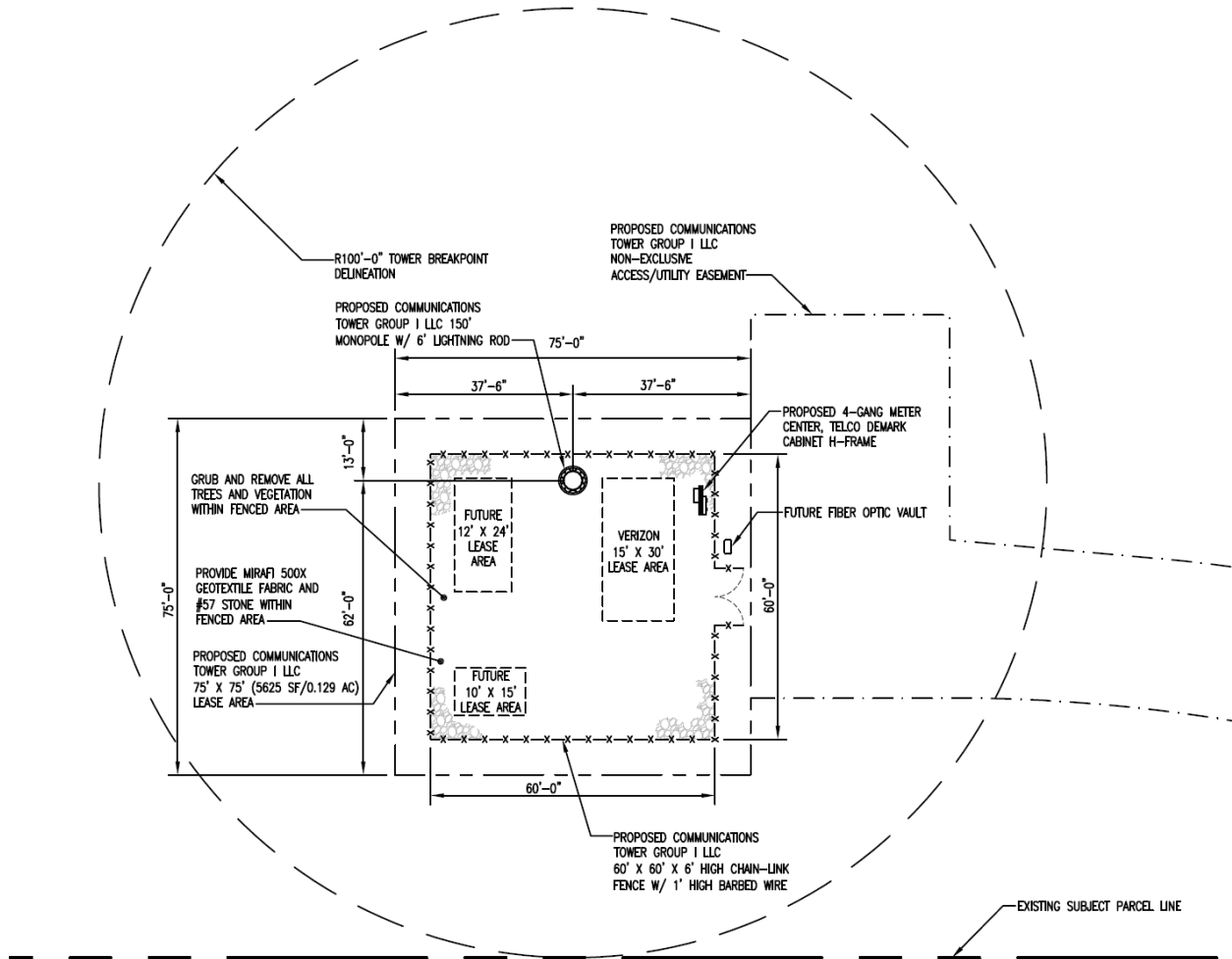


EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT
DESCRIPTION OF PREMISES



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawing of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 13.

SUBMITTED BY: Ruby Beaven, City Secretary

DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action regarding approval of a Ground Lease Agreement between the City of Montgomery and Communications Tower Group I LLC for use of City-owned property for telecommunications-related purposes, and authorize the City Administrator to execute the document.

RECOMMENDATION

Staff recommends City Council approve the Ground Lease Agreement and authorize the City Administrator to execute the document.

BACKGROUND

The proposed Ground Lease Agreement between the City of Montgomery and Communications Tower Group I LLC is for use of city property for telecommunications-related purposes. The agreement outlines the lease premises, permitted use, term, rent, access, utilities, default provisions, termination rights, and related operational terms for City Council review and consideration.

FISCAL IMPACT

The proposed agreement provides for monthly rent to the City in the amount stated in the agreement. Any additional fiscal or operational impacts should be reviewed by staff and legal counsel as part of Council consideration.

ATTACHMENTS

1. Montgomery CTGI-TX 0015297 Ground Lease 2026-0602

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF MONTGOMERY (“**Landlord**”) with an address of 101 Old Plantersville Road, Montgomery, Texas 77316-4416 and COMMUNICATIONS TOWER GROUP I LLC, a Delaware limited liability company (“**Tenant**”) with an address of Ballantyne One, 15720 Brixham Hill Avenue, Suite 300, Charlotte, North Carolina 28277.

RECITALS

WHEREAS, Landlord is the fee owner of that certain land and property located in the County of Montgomery, State of Texas commonly referred to as Parcel ID 34508 and located at 14751 Liberty Street in Montgomery, Texas, and has an assignable easement interest for ingress, egress, access and utilities over, across under and through that land and property adjacent thereto and referred as Parcel Number 462751, all as more specifically described on **Exhibit A** hereto (the “**Property**”); and

WHEREAS, Landlord desires to grant to Tenant, and Tenant desires to obtain from Landlord a leasehold interest in a portion of the Property comprised of approximately 5625 square feet (with dimensions of 75 feet by 75 feet) (the “**Premises**”), together with non-exclusive easements over, across, under and through the Property for ingress, egress, access, regress and parking and the installation and maintenance of cables, utilities and lines (collectively, the “**Easements**”) each being approximately located as shown on **Exhibit B** (the Premises and the Easements are collectively referred to herein as the “**Site**”), for the purpose of constructing, operating, installing, maintaining, removing, replacing and modifying a communications facility for Tenant’s use and the use thereof by Tenant’s subtenants, licensees and customers.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

1. **Grant of Lease.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises and Landlord hereby grants to Tenant, its successors, assigns, for their use and the use thereof by Tenant’s subtenants, licensees and each of their respective employees, contractors and agents, the use of the Easements for the Permitted Use (as defined herein), in accordance with the terms and conditions of this Agreement.
2. **Permitted Use.** The Site may be used by Tenant for, among other things, the construction, installation, operation, maintenance, repair, replacement, addition, upgrade, and removal of radio transmitting and receiving towers, structures, antennae, communications equipment, equipment cabinets, shelters, air conditioning equipment, electrical, telephone, radio frequency and fiberoptic distribution cabinets, pull boxes, H-Frames, and related above and below ground cables, wires, conduits, and other appurtenances and installations (such installations hereinafter the “**Telecommunications Facilities**” and the use thereof the “**Permitted Use**”). Landlord shall not, through action or inaction, interfere with or take any action that would adversely affect the Site or the use thereof by Tenant.
3. **Term.** This Agreement shall be effective and binding as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) is five (5) years, commencing on the Commencement Date (as defined below), and expiring as of midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Tenant shall have the right to extend the term of Agreement for nine (9) additional five (5) year terms (each a “**Renewal Term**”). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the “**Term**”.

4. **Cooperation.** Following the Effective Date at all times during the Term, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense but for no additional consideration payable to Landlord, all licenses and permits or authorizations required for Tenant's use of the Site from all applicable government and/or regulatory entities (the "**Government Approvals**"). Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file applications on behalf of Landlord with federal, state and local governmental authorities which applications relate to Tenant's use of the Site including but not limited to land use and zoning applications. After the Effective Date and during the Term, Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on, under and over the Property, as may be necessary or advisable by Tenant to determine whether Tenant's use of the Site will be compatible with the Tenant's engineering specifications, intended use, system design, operations and Government Approvals. Landlord agrees to cooperate with and to provide Tenant, at no cost to Landlord, with any documents, materials or other instruments required or requested for Tenant to secure a title policy for the Site, which may include, among others, the following: (i) a certified copy of the formation documents of Landlord and all amendments thereto from the state in which Landlord is organized; (ii) a certificate of good standing for the Landlord issued by the state where the Landlord is organized dated within five (5) business days from the date requested by Tenant; (iii) a true and complete copy of the names of any shareholders, members or partners of the Landlord; (iv) true and complete copy of any operating agreements, partnership agreements, bylaws or similar documents and all amendments thereto, together certified as accurate and complete by an officer, director, partner, member or manager of Landlord; (v) a copy of the authorizing resolutions or consent of Landlord's governing body authorizing Landlord to enter into, comply with and perform under this Agreement; and (vi) such other corporate or organizational documents of Landlord that may be reasonably requested.

5. **Rent.** Commencing upon the first day of the month following the issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the Telecommunications Facilities, or where such a certificate is not issued, the date the construction of the Telecommunications Facilities is completed (either, the "**Commencement Date**"), Tenant shall pay Landlord monthly rent in the amount of One thousand, two hundred, dollars (\$1,200.00) (hereinafter the "**Rent**"). The Rent is due and payable in advance commencing on the Commencement Date and on or before the first day of each month during the Term. As a condition precedent to Tenant's obligation to remit any payments provided for under this Agreement, Landlord (as well as any successor to Landlord's interest in this Agreement or to such payments) agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address. If Tenant elects to remit payments payable under this Agreement by electronic funds transfer, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

6. **Interference.** Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Tenant's Permitted Use of the Site. Such interference will be deemed a material breach of this Agreement by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 9 hereof will not be applicable to failure by Landlord to fulfill its obligations under this Section 6. If any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, as well as Tenant's sublessees and licensees, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to Landlord. Landlord represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Tenant's rights to the Site as set forth in this Agreement.

7. **Construction of Improvements.**

(a) Tenant has the right in its sole judgment, from time to time during the Term, at its expense, to construct, install, operate, maintain, replace, add to, upgrade and remove the Telecommunications Facilities. It is the

intent of the parties that the entirety of the Telecommunications Facilities shall not become fixtures and shall remain solely the property of Tenant and Tenant's subtenants, licensees and customers, and Tenant (and its respective subtenants, licensees and customers) shall have the right to remove all or any part of the Telecommunications Facilities from time to time and at any time during the Term and at the expiration or earlier termination of the Term. With one-hundred twenty days (120) following the termination or expiration of this Agreement, Tenant shall remove the above ground portions of the Telecommunications Facilities and those below ground portions to a depth of three (3) feet below grade. Tenant shall be solely responsible for the operations, maintenance and repair of the equipment Telecommunications Facilities on the Premises.

(b) Landlord hereby grants Tenant a non-exclusive, unimpaired landscape easement, including the right to install vegetation and screening around the exterior of the perimeter of the Premises ("**Landscape Easement**") as may be necessary or advisable to meet the applicable landscaping and buffering requirements of Governmental Approvals or applicable land use laws, rules and regulations

8. **Access and Utilities.** At all times following the Effective Date, Tenant shall have the unrestricted right of ingress, egress, regress, access over the Property to and from the Premises and an open and improved public right of way, 24 hours a day, 365 days per year, on foot and motor vehicle, including trucks, cranes and heavy equipment, for its use and the use thereof by Tenant's subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, including the right to use portions of the Property and driveways thereon for parking for personnel and equipment. Tenant shall have the unrestricted right to improve present utility or related services at the Property, and to install, construct, remove, replace, keep, maintain and repair above and below ground lines, cables, fiber optic equipment, electric and telephone lines, conduit, pipes, poles, pull boxes, cabinets, shelters, equipment and related installations for its use on the Premises and the use thereof by Tenant's subtenants, subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, together with the right of access to those portions of the Property where such equipment is located. Tenant shall, wherever practical, install separate meters for electrical utilities used on the Premises. Tenant may grant the rights set forth herein to its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors. Tenant may grant the rights set forth herein to any utility servicing the Site or the Telecommunications Facilities. Landlord agrees to execute, at no cost to Tenant a separate utility easement between Landlord and any such utility provider, if reasonably necessary.

9. **Default.** Any breach of a material term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "**Default**"; provided, however, that if efforts to cure such breach, except those of Section 6, are commenced within said thirty (30) day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within fifteen (15) days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party. In the event that Landlord is in default beyond the applicable periods set forth above, Tenant may, in addition to those remedies set forth in Section 10 below, perform the obligation(s) of Landlord specified in such notice, in which case any expenditures reasonably made by Tenant in so doing shall be deemed paid for the account of Landlord and Landlord agrees to reimburse Tenant for said expenditures upon demand; take any actions that are consistent with Tenant's rights or available to Tenant pursuant to applicable law, or set-off from Rent any amount reasonably expended by Tenant as a result of such default, or any combination of these rights, in the discretion of Tenant.

10. **Termination.**

(a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default.

(b) Tenant has the right to terminate this Agreement upon written notice to Landlord if Tenant determines, in Tenant's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals are unacceptable, in Tenant's sole discretion.

(c) This Agreement may be terminated by Tenant, upon thirty (30) days prior written notice to Landlord, if (i) Tenant determines that the Premises are technologically unsuitable, in Tenant's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Tenant reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Tenant's sole discretion, reasonably obtainable or maintainable in the future; (iii) Tenant determines, in Tenant's commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; and (iv) Hazardous Substances (as defined herein) are or become present on the Property in violation of Environmental Laws (as defined herein).

11. **Condemnation.** If all or any part of the Premises, or if all or any part of the Property underlying the Telecommunications Facilities, any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Tenant renders the Premises unsuitable for its intended purpose, then at Tenant's option, Tenant may terminate this Agreement as of the date the title vests in the condemning authority. Landlord and Tenant will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Tenant includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Tenant does not terminate this Agreement as provided in this section, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" shall be deemed to be the remaining portion of the initial Premises.

12. **Indemnification.**

(a) Landlord, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors. Tenant, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Tenant, or Tenant's employees, agents or independent contractors.

(b) If either party is entitled to indemnification and defense ("**Indemnified Party**") from the other party ("**Indemnifying Party**") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.

13. **Hazardous Substances.** Landlord represents and warrants to Tenant that Landlord: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal

(whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (“**Hazardous Substances**”) regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (“**Environmental Laws**”). Landlord indemnifies and holds Tenant harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to or during the Term of this Agreement, except for claims arising in whole or in any part out of Tenant’s use or occupancy of the Premises.

14. **Insurance.**

(a) Tenant will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Tenant’s property. Tenant agrees to furnish Landlord with certificates of insurance certifying that Tenant has in force and effect the above specified insurance. Landlord shall be listed as additional insured on all policies obtained or maintained by Tenant pursuant to this section, except for workers’ compensation policies.

(b) Landlord and Tenant mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Landlord or Tenant may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Landlord or Tenant as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived, and Landlord and Tenant each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

15. **Taxes.** Tenant shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. If Landlord fails to pay when due any taxes affecting the Property or the Site, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord’s behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

16. **Quiet Enjoyment, Title and Authority.**

(a) Tenant may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Landlord, subject only to those matters of title now of record.

(b) Landlord covenants and warrants to Tenant that: (i) Landlord has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Tenant and as of record as of the Effective Date that will not interfere with Tenant’s rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

(c) Landlord agrees that, during the Term, Tenant will have the exclusive right to lease the Property or any portion thereof from the Landlord for telecommunications use in order to operate antennae and telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord will not grant a lease, sublease, or other license or right to use the Property, or any other adjacent property owned by Landlord, to any other party for operation of antenna and/or telecommunications facilities.

17. **Notices; Change in Ownership of Property.**

(a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as Federal Express or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party). Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Tenant: Communications Tower Group I LLC
Ballantyne One
15720 Brixham Hill Avenue, Suite 300
Charlotte, North Carolina 28277
Site ID: CTGI-TX 0015297 Montgomery

If to Landlord: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316-4416

Landlord Business or Alternative Physical Address:

(b) Within ten (10) days following any change in ownership, transfer or sale of the Property, Landlord or its successor shall send the documents listed below in this subsection to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Full contact (information purposes only and not for notices) for new Landlord including phone number(s)

18. **Estoppel, Non-Disturbance and Attornment.**

(a) Landlord agrees, from time to time, upon not less than ten (10) days prior written notice from Tenant, to execute and deliver to Tenant a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Landlord has any knowledge of any default or breach by Tenant under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any renewal periods granted to the Tenant to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Tenant or its prospective mortgagee or purchaser may request.

(b) Tenant agrees that this Agreement will be subject and subordinate to any mortgages or deeds of trust currently of record upon the Property, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Tenant's possession of the Site will not be disturbed so long as Tenant will continue to perform its duties and obligations under this Agreement and Tenant's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such

mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Site will not be disturbed so long as Tenant will continue to perform its duties and obligations under this Agreement. Tenant's obligations hereunder are conditioned upon receipt by Tenant of a Subordination, Non-disturbance and Attornment Agreement in the form or such other form reasonably acceptable to Tenant, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Agreement is, or will become, subordinate.

19. **Assignment.** Tenant may sublet or license the use of all or any part of the Site or may assign or transfer its interest in this Agreement in whole or in part without Landlord's consent. Upon an assignment, Tenant shall be relieved of all liabilities and obligations under this Agreement. Additionally, Tenant may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities, and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Tenant, Landlord shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of the Agreement by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord shall terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a thirty (30) day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

20. **Right of First Refusal; Rental Stream Offer.**

(a) From and after the Effective Date through the expiration or termination of the Term, Landlord hereby grants Tenant a right of first refusal in connection with all requests, proposals or offers from any third party other than the Tenant to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Site. Landlord shall provide Tenant written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the "**Acceptance Notice**") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an Acceptance Notice or within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this section, whereupon the provisions of this section shall again apply.

(b) If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**") which Landlord desires to accept, Landlord will furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this section.

21. **Further Assurances.** Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

22. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. **Waiver of Damages.** Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Telecommunications Facilities or vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND TENANT AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.**

24. **Miscellaneous.**

(a) This Agreement shall run with the Property and extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, Landlord and Tenant hereby agree to execute a Memorandum of Ground Lease Agreement in recordable form (or such other form as agreed to by the parties), and Tenant shall have the same recorded in the land records of the County and State in which the Premises is located. The cost of any such recording is to be paid for solely by the Tenant.

(d) Any sale or other conveyance by the Landlord of all or part of the Premises shall be under and subject to this Agreement and Tenant's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Landlord and the Tenant and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Landlord or Tenant in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

(f) If either Landlord or Tenant is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(i) In the event of any dispute arising hereunder or a default by Landlord or Tenant, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

25. **Confidentiality.** Landlord shall not disclose to any third party the Rent payable by Tenant under this Agreement and shall treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under this Agreement. Landlord acknowledges that the disclosure of such information to any other parties may cause Tenant irreparable harm, and in the event of such disclosure, as an additional remedy, Tenant shall have the right to terminate this Agreement upon giving thirty (30) days written notice thereof to Landlord.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter signature date below.

LANDLORD: CITY OF MONTGOMERY

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 2026, before me, the undersigned Notary Public, duly commissioned and qualified, personally appeared in the State and County aforesaid the above named _____, the _____ of the CITY OF MONTGOMERY, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is:

- personally known to me or;
- has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL

TENANT: COMMUNICATIONS TOWER
GROUP I LLC, a Delaware limited liability
company

By: _____
Name: Ricardo Loor
Its: Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the ____ day of _____, 2026, before me, the undersigned Notary Public, duly
commissioned and qualified, this day personally appeared in the State and County aforesaid the above-named Ricardo
Loor, who declared that he knew the contents of the foregoing instrument, and acknowledged it to be his voluntary
act and deed, for and on behalf of the company. Such person is:

- personally known to me or;
- has produced _____ as identification.

Official Signature of Notary: _____

Notary's printed or typed name: _____

My Commission Number: _____

My Commission Expiration Date: _____

OFFICIAL SEAL

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property may be provided on new Exhibit A. Initials by Landlord and Tenant at the bottom of the new Exhibit A will constitute approval.

SITUATE IN MONTGOMERY COUNTY, STATE OF TEXAS:

PARCEL ONE R34508

BEING 8.40 ACRES OF LAND IN THE BEN RIGBY SURVEY, A-31, MONTGOMERY COUNTY, TEXAS, AND A PART OF A CALLED 729.0 ACRE TRACT CONVEYED R. D. SIMONTON DESCRIBED IN VOLUME 223, PAGE 14, DEED RECORDS: MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOR THE SADLER NORTHEAST CORNER, SAME BEING THE SIMONTON SOUTHEAST CORNER;

THENCE: N 11°34' W, ALONG THE SIMONTON EAST LINE, 320.4 FT. TO A CYCLONE FENCE POST FOR THE CITY OF MONTGOMERY 2.0 ACRE TRACT SOUTHEAST CORNER;

THENCE: S 88°06' W, 279.8 FT. TO A 2" IRON PIPE FOR THE 2.0 ACRE SOUTHWEST CORNER;

THENCE: N 0°23' W, 299.7 FT. TO A POINT IN THE CENTERLINE OF TOWN CREEK, FROM WHICH A 2" IRON PIPE BEARS S 0°23' E, 25.0 FT.;

THENCE: ALONG GENERALLY THE CENTERLINE OF TOWN-CREEK THE FOLLOWING:

(1) S 48°00' W, 60.0 FT., (2) S 18°00' W, 173.0 FT.,
(3) N 62°30' W, 90.0 FT., (4) S 59°50' W, 120.0 FT.,
(5) S 33°10' W, 150.0 FT., (6) N 22°00' W, 75.0 FT.,
(7) N 06°30' E, 70.0 FT., (8) N 27°00' W, 58.0 FT.,
(9) S 47°00' W, 230.0 FT., (10) S 23°00' W, 60.0 FT.,
(11) S 68°00' W, 70.0 FT., (12) S 24°00' E, 100.0 FT., AND
(13) S 24°46' W, 166.6 FT., TO A POINT IN THE SOUTH LINE OF THE SIMONTON TRACT,
AND NORTH LINE OF THE STEGER TRACT;

THENCE: N 88°16'21" E, ALONG THE SIMONTON SOUTH LINE, 832.0 FT. TO A POST AT THE SADLER NORTHWEST CORNER;

THENCE: N 87°20' E, 210.4 FT. TO THE PLACE OF BEGINNING AND CONTAINING 8.40 ACRES OF LAND

TAX ID NO: R34508

BEING THE SAME PROPERTY CONVEYED TO CITY OF MONTGOMERY, TEXAS, GRANTEE, FROM R.D. SIMONTON AND WIFE, BESS A. SIMONTON, GRANTOR, RECORDED 01/07/1987 AS RECORDED 01/07/1987, AS INSTRUMENT 8701042 OF MONTGOMERY COUNTY RECORDS.

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL TWO R462751

BEING A 0.264 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE BENJAMIN RIGSBY SURVEY, ABSTRACT NO. 31, OF MONTGOMERY COUNTY, TEXAS, BEING OUT OF AND PART OF A CALLED 1/2 ACRE TRACT OF LAND CONVEYED TO TURNER AND. REBECCA SADLER AS RECORDED IN VOLUME 271, PAGE 287, D.R.M.C., AND BEING THE SAME TRACT OF LAND CALLED 0.26 ACRES OF LAND CONVEYED TO KEVIN J. MITCHELL AS DESCRIBED IN DEED RECORDED IN CF NO. 9542633, R.P.R.M.C., AND SAID 0.264 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD AS A POINT FOR LOT SIX (6) OF LONE STAR ESTATES, A RECORDED SUBDIVISION SITUATED IN THE BENJAMIN RIGBY SURVEY, ABSTRACT NO. 31, OF MONTGOMERY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET M, SHEET(S) 74 - 76, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LONE STAR ESTATES, THE NORTHWEST CORNER OF A CALLED 0.27 ACRE TRACT (0.273 ACRES BY RE-SURVEY) CONVEYED TO DORIS FORD AS DESCRIBED IN INSTRUMENT RECORDED IN CF NO. 8146425, R.P.R.M.C., AND SAID POINT BEING IN THE SOUTH LINE OF A CALLED 8.40 ACRE TRACT CONVEYED TO THE CITY OF MONTGOMERY AS DESCRIBED IN INSTRUMENT RECORDED IN CF NO. 8701042, R.P.R.M.C., THENCE N 88°42'20" E, A DISTANCE OF 100.13 FEET TO A 1/2" IRON ROD SET AS THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, AND PROCEEDING;

THENCE: N 88°42'20" E, (DEED - N 89°19'00" E) A DISTANCE OF 102.50 FEET TO A FOUND FENCE POST AS A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF THE SAID 1/2" TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND CALLED THE DEAN TRACT AS PER DEED RECORDED IN VOLUME 51, PAGE 379, D.R.M.C., AND THE NORTHWEST CORNER OF A CALLED 0.93 ACRE TRACT CONVEYED TO MONTGOMERY INDEPENDENT SCHOOL DISTRICT PER DEED RECORDED IN VOLUME X, PAGE 249, D.R.M.C., AND SAID POINT BEING S 88°42'40" E A DISTANCE OF 7.60 FEET FROM A FOUND 1/2" IRON ROD AS A POINT FOR THE SOUTHEAST CORNER OF THE RESIDUAL OF THE R. D. SIMONTON TRACT DESCRIBED IN DEED RECORDED IN VOLUME 223, PAGE 14, D.R.M.C.;

THENCE: S 12°26'40" E, A DISTANCE OF 103.57 FEET (DEED - S 12°25'00" E, A DISTANCE OF 101.1 FEET) ALONG THE WEST LINE OF THE SAID 0.93 ACRE TRACT TO A FOUND 1/2" IRON ROD AS A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE SAID 1/2 ACRE TRACT, AND BEING THE NORTHWEST CORNER OF LOT FIVE (5) OF SAID LONE STAR ESTATES, AND SAID POINT THE FOLLOWING FROM A FOUND 3/4" IRON PIPE IN THE WESTERLY RIGHT-OF-WAY LINE OF LIBERTY STREET (A/K/A/ F.M. 149) AS THE SOUTHEAST CORNER OF THE SAID 0.93 ACRE TRACT: (1) S 79°11'38" W, A DISTANCE OF 192.06 FEET ALONG A FENCE TO A FOUND FENCE CORNER POST AS THE SOUTHWEST CORNER OF THE SAID 0.93 ACRE TRACT, THENCE STILL ALONG A FENCE, (2) N 14°49'34" W, A DISTANCE OF 140.07 FEET TO SAID SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: S 82°35'00" W, A DISTANCE OF 110.10 FEET ALONG THE NORTH LINE OF SAID LOT 5, TO A 1/2" IRON ROD SET AS A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE SAID 0.27 ACRE TRACT;

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

THENCE: N 07°51'53" W, A DISTANCE OF 114.11 FEET (DEED - N 07°40'00" W, A DISTANCE OF 112.73 FEET) BACK TO THE PLACE AND POINT OF BEGINNING AND HAVING A COMPUTED AREA OF 0.264 ACRES.

TAX ID NO: R462751

BEING THE SAME PROPERTY CONVEYED TO PAUL R. BROWN, GRANTEE, FROM BILLIE JO KING, INDIVIDUALLY AND BILLIE JO KING AS THE INDEPENDENT EXECUTOR OF THE ESTATE OF CLIFTON RAY KING, JR., DECEASED RECORDED 10/05/2015 AS DOCUMENT 2015098615 OF THE MONTGOMERY COUNTY RECORDS.

EXHIBIT B
DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on new Exhibit B. Initials by Landlord and Tenant at the bottom of the new Exhibit B will constitute approval.

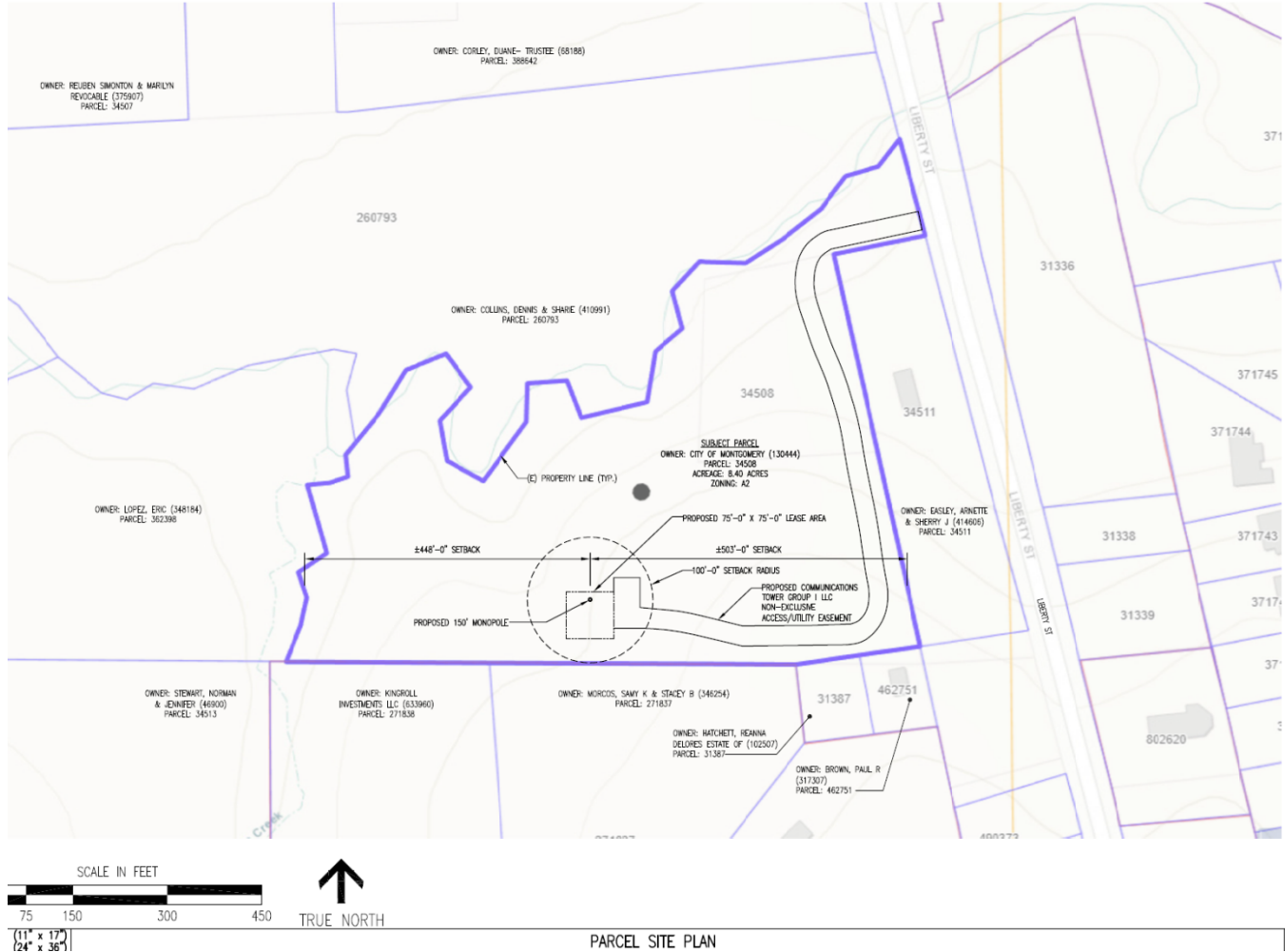
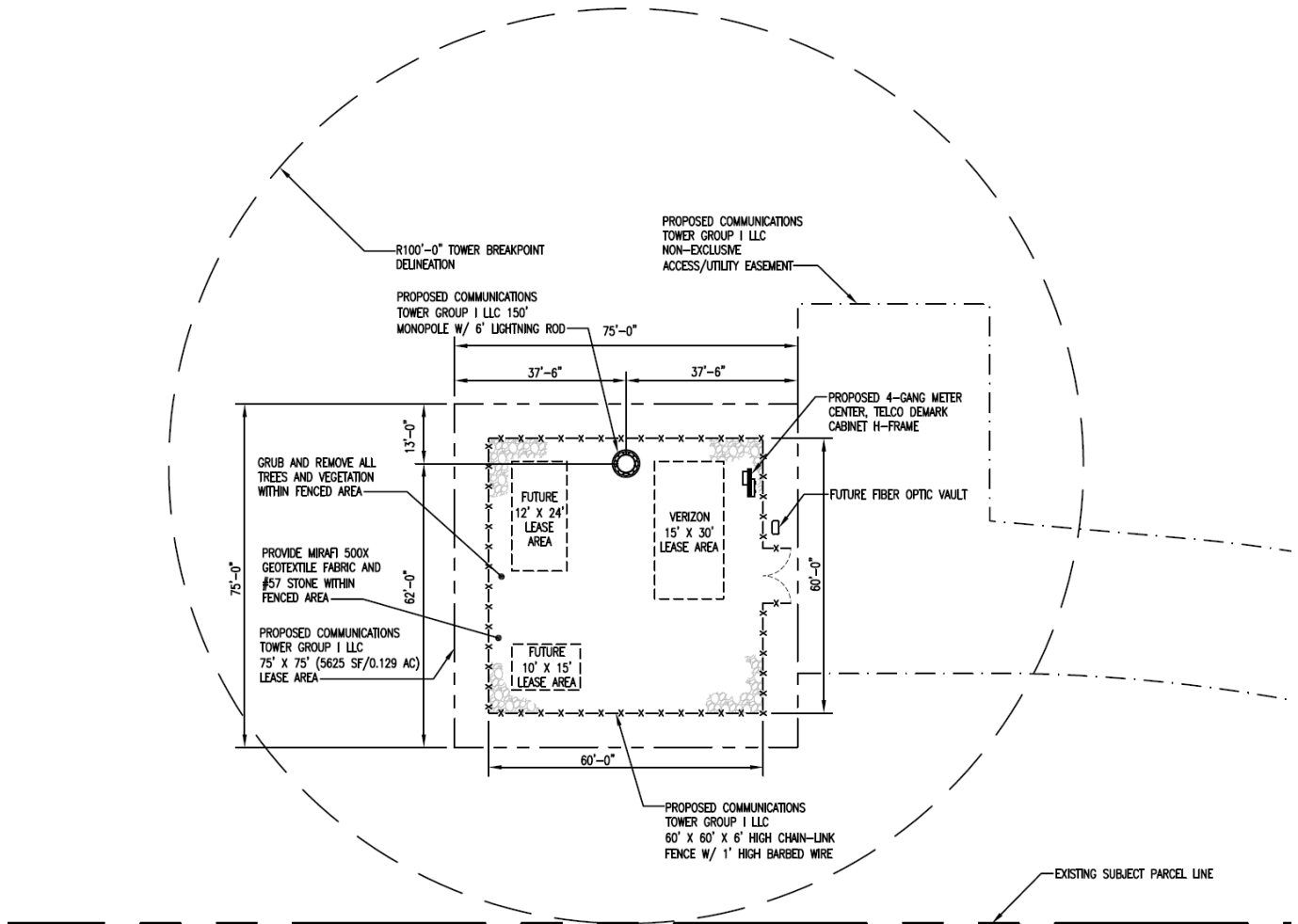


EXHIBIT B
DESCRIPTION OF PREMISES



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawing of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 14.

SUBMITTED BY: Chelsea Festervand, WGA Staff

DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action by the City Council on the Final Plat for Lone Star Hills Section 1 (Dev. No. 2404).

RECOMMENDATION

WGA recommends approval of the Final Plat by Council.

BACKGROUND

The Engineer's memo and supporting documents are attached.

The Final Plat for Lone Star Hills (formerly known as Lone Star Ridge) Section 1 has been submitted by the Developer and reviewed by the City Engineer. All comments have been addressed, and the plat is ready for approval by Council.

As pointed out in the City Engineer's memo, review criteria for the plat are based on Chapter 78 Section 61 of the City's Code of Ordinances.

Prior to recordation of the final plat the Developer must:

1. Pay impact fees.
2. Pay all plat fees.
3. Provide a financial guarantee for 100% of the remaining construction cost for the public infrastructure in this section.

The Final Plat was approved by the Planning and Zoning Commission at the June 2nd meeting.

Texas Local Government Code 212.014 (2) requires final plats to be approved by the municipal authority responsible for approving plats.

FISCAL IMPACT

ATTACHMENTS

1. MEMO TO Council Lone Star Hills Final Plat
2. PZ recommendation to council final plat LSH Sec 1 Dev 2404
3. LONE STAR HILLS PLAT



June 15, 2026

City Council
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Submission of Lone Star Hills Section 1 Final Plat
Lone Star Hills Section 1 (Dev. No. 2404)

Dear Council:

We reviewed the final plat submission for the referenced development on behalf of the City of Montgomery (the “City”). Our review was based on the City’s Code of Ordinances, Chapter 78 Section 61 and any other applicable chapters.

The Development consists of multiple retaining walls throughout the site. Per the executed Development Agreement and as noted on the approved Civil Plans, the retaining walls within the development are to be owned and maintained by the property owner or the Homeowners Association (HOA). The City assumes no liability for any potential damage or repairs, as specified in the First Amendment to the Development Agreement.

As a reminder, this development would be subject to impact fees outlined in the table below.

Project Meter Sizes	Water	Wastewater
(90 Single-Family Lots) 5/8”	\$242,640	\$188,280
Total	\$430,920	

Prior to recordation of the final plat the Developer must:

1. Pay impact fees.
2. Pay all plat fees.
3. Provide a financial guarantee for 100% of the remaining construction cost for the public infrastructure in this section.

The final plat was approved by the Planning and Zoning Commission at the June 2nd meeting. We offer no objection to the final plat, and we recommend the Council approve the final plat as submitted.



If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky".

Chris Roznovsky, PE
City Engineer

CVR/mma

Z:\00574 (City of Montgomery)\139 Lone Star Ridge Single Family\Correspondence\Letters\2026.04.27 MEMO TO P&Z Lone Star Hills Final Plat.docx

Enclosures: Final Plat

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

June 4, 2026

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On June 2, 2026, the Planning and Zoning Commission ("the Commission") considered a request for a review of the final plat for Lone Star Hills Section 1 (Dev. No. 2404).

The Commission has completed its review of the final plat for Lone Star Hills Section 1 (Dev. No. 2404). Based on the City Engineer's (WGA) memo and confirmation that all technical requirements have been satisfied, the Commission finds the plat to be compliant.

The motion to recommend approval passed by a vote of 4-0, with one member absent.

Respectfully,

A handwritten signature in blue ink that reads "Corinne Tilley". The signature is written in a cursive, flowing style.

Corinne Tilley
Development Services Administrator

CITY OF MONTGOMERY BENCHMARKS

(CONTROLLING MONUMENT) MONT 1 ELEV.=239.70'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND FM 2854, WEST ±1020' TO MARKER LOCATED 6.6' OF THE EDGE OF PAYMENT, WHICH IS LOCATED ON THE SOUTH SIDE OF HWY 105.

MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARKER IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'. (ADD 0.59' TO BRASS DISK ELEVATION FOR MONT 7 ADJUSTMENT.)

BENCHMARK

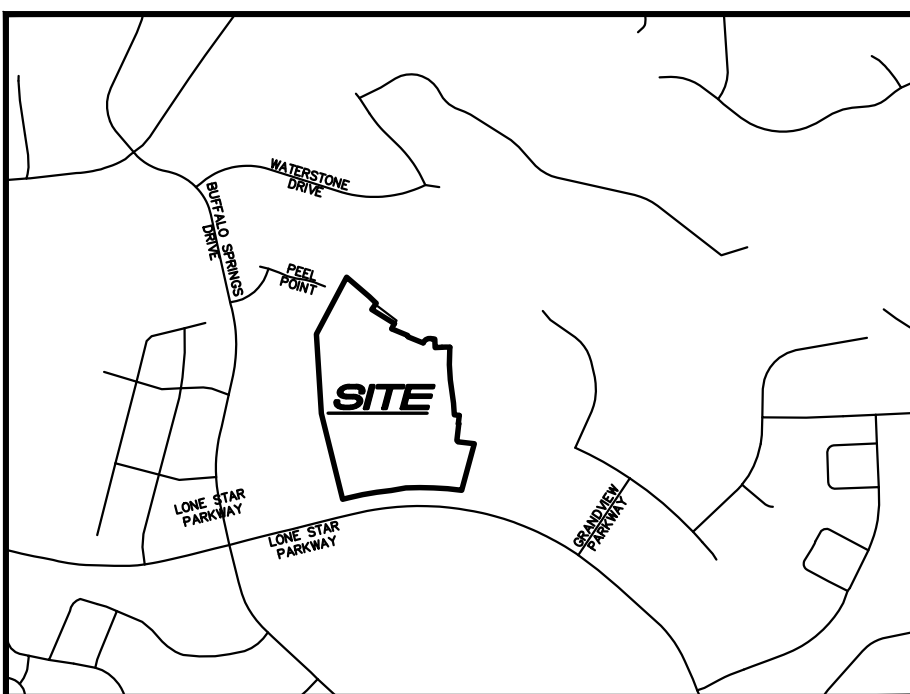
BRASS DISK IN CONCRETE (AS SHOWN ON PAGE 2 OF 4) ELEV.=277.82'

BRASS DISK IN CONCRETE IN THE NORTH RIGHT-OF-WAY OF LONE STAR PARKWAY LOCATED SOUTH 51°01'45" WEST, A DISTANCE OF 1.46' FROM THE SOUTHEAST CORNER OF RESTRICTED RESERVE "H" AND PLAT BOUNDARY, LOCATED AT TEXAS STATE PLANE, CENTRAL ZONE (4203).

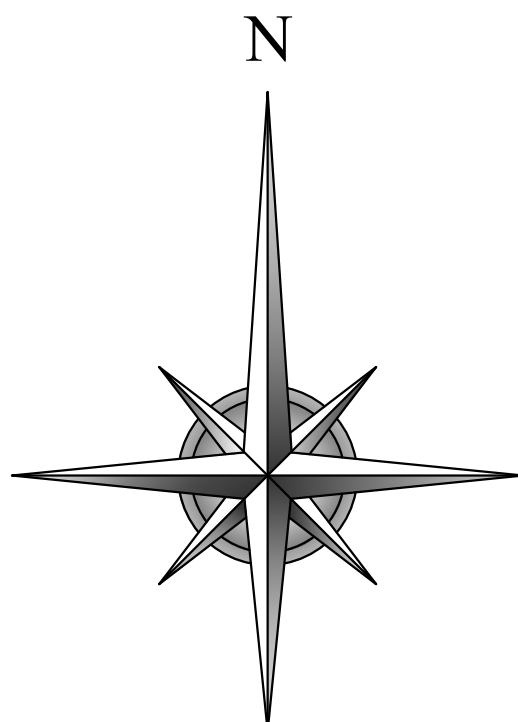
NORTHING: 10139034.8540
EASTING: 3762740.3690

RESERVE TABLE

- (A) RESERVE "A" -COMPENSATING OPEN SPACE
1.599 ACRES
69,631 SQ. FT.
- (B) RESERVE "B" -COMPENSATING OPEN SPACE AND DRAINAGE
1.691 ACRES
73,660 SQ. FT.
- (C) RESERVE "C" -COMPENSATING OPEN SPACE, RECREATION AND UTILITIES
0.308 ACRES
13,426 SQ. FT.
- (D) RESERVE "D" -COMPENSATING OPEN SPACE, RECREATION AND UTILITIES
0.245 ACRES
10,670 SQ. FT.
- (E) RESERVE "E" -COMPENSATING OPEN SPACE
0.135 ACRES
5,876 SQ. FT.
- (F) RESERVE "F" -COMPENSATING OPEN SPACE
0.039 ACRES
1,703 SQ. FT.
- (G) RESERVE "G" -COMPENSATING OPEN SPACE
0.109 ACRES
4,766 SQ. FT.
- (H) RESERVE "H" -COMPENSATING OPEN SPACE
0.916 ACRES
39,896 SQ. FT.
- (I) RESERVE "I" -COMPENSATING OPEN SPACE AND DRAINAGE
0.636 ACRES
27,712 SQ. FT.



LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND / ABBREVIATIONS

- B.L. BUILDING LINE
- CAB. CABINET
- C.F.N. CLERK'S FILE NUMBER
- D.E. DRAINAGE EASEMENT
- FND. FOUND
- I.R. IRON ROD
- O.P.R. OFFICIAL PUBLIC RECORDS
- M.C.T. MONTGOMERY COUNTY, TEXAS
- M.R. MAP RECORDS
- N.B.L. NO BUILD LINE
- R.O.W. RIGHT OF WAY
- U.E. UTILITY EASEMENT
- LOT WIDTH DIMENSION AT THE BUILDING LINE
- PROPERTY MARKER
- RETAINING WALLS
- RIGHT-OF-WAY NAME CHANGE

GENERAL NOTES:

1. The coordinates shown herein are Texas Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor 0.99993638.
2. Distances shown along curves are arc lengths.
3. Flood Statement: This site is situated in Zone "X" in Montgomery County, Texas according to FEMA map number 48339C0200G dated August 18, 2014: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
4. All corners are set 5/8 inch iron rods with cap stamped "Fulcrum Land Surveying" unless otherwise shown or noted.
5. In addition to the building line shown on the face of the plat, all lots shall have a minimum 10' side yard setback and a minimum 10' rear yard setback, unless otherwise noted.
6. There is a One-foot reserve dedicated as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision plat, the one-foot reserve shall thereupon become vested for street right-of-way purposes.
7. Variance (Approved March 12, 2024)
 - MINIMUM LOT WIDTH - Sec. 78-88(c)
 - Required 75'
 - Variance 55'
 - MINIMUM LOT AREA - Sec. 78-88(e)
 - Required 9,000'
 - Variance 6,000'
8. No Building lines (N.B.L.) are areas of "No excavation or vertical structures allowed".



A FINAL PLAT OF
LONE STAR HILLS SECTION 1
A SUBDIVISION OF
26.8363 ACRES (1,168,988 SQ. FT.)
JOHN CORNER, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026



104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507

TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com



3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

OWNER:
TAYLOR MORRISON OF TEXAS, INC.
3250 BRIANPARK DRIVE, SUITE 300
HOUSTON, TX 77042

24-190 LONE STAR HILLS PLAT_v4.dwg



A FINAL PLAT OF
LONE STAR HILLS SECTION 1
 A SUBDIVISION OF
 26.8363 ACRES (1,168,988 SQ. FT.)
 JOHN CORNER, ABSTRACT 8
 MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026

LEGEND / ABBREVIATIONS

B.L.	BUILDING LINE
CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
D.E.	DRAINAGE EASEMENT
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
M.R.	MAP RECORDS
N.B.L.	NO BUILD LINE
R.O.W.	RIGHT OF WAY
U.E.	UTILITY EASEMENT
	LOT WIDTH DIMENSION AT THE BUILDING LINE
	PROPERTY MARKER
	RETAINING WALLS
	RIGHT-OF-WAY NAME CHANGE

Fulcrum SURVEYING

104 W. PAULINE ST.
 CONROE, TX 77301
 T: 936.443.0507

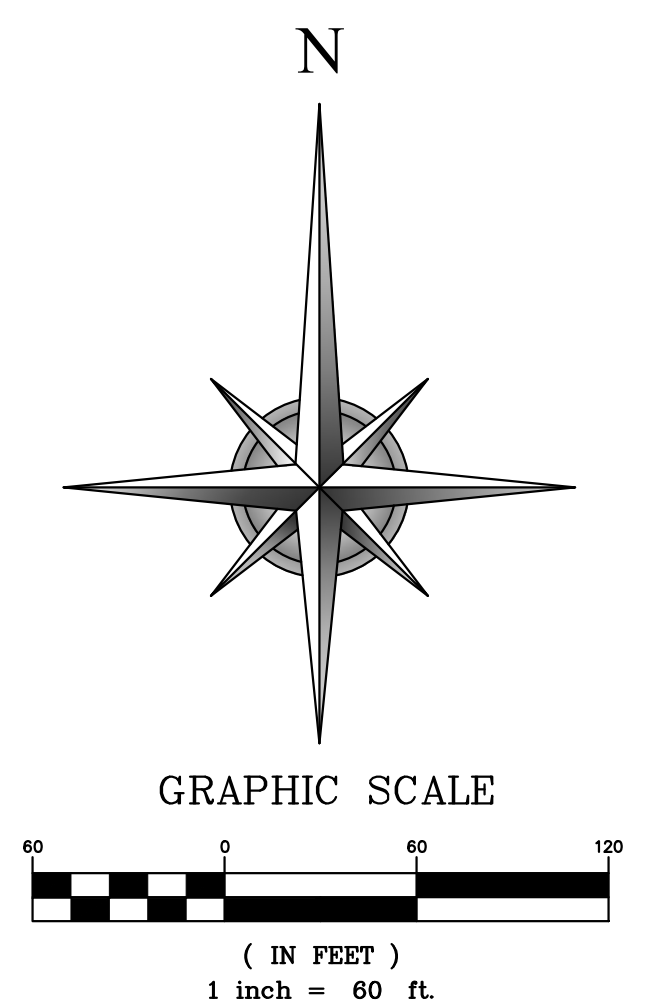
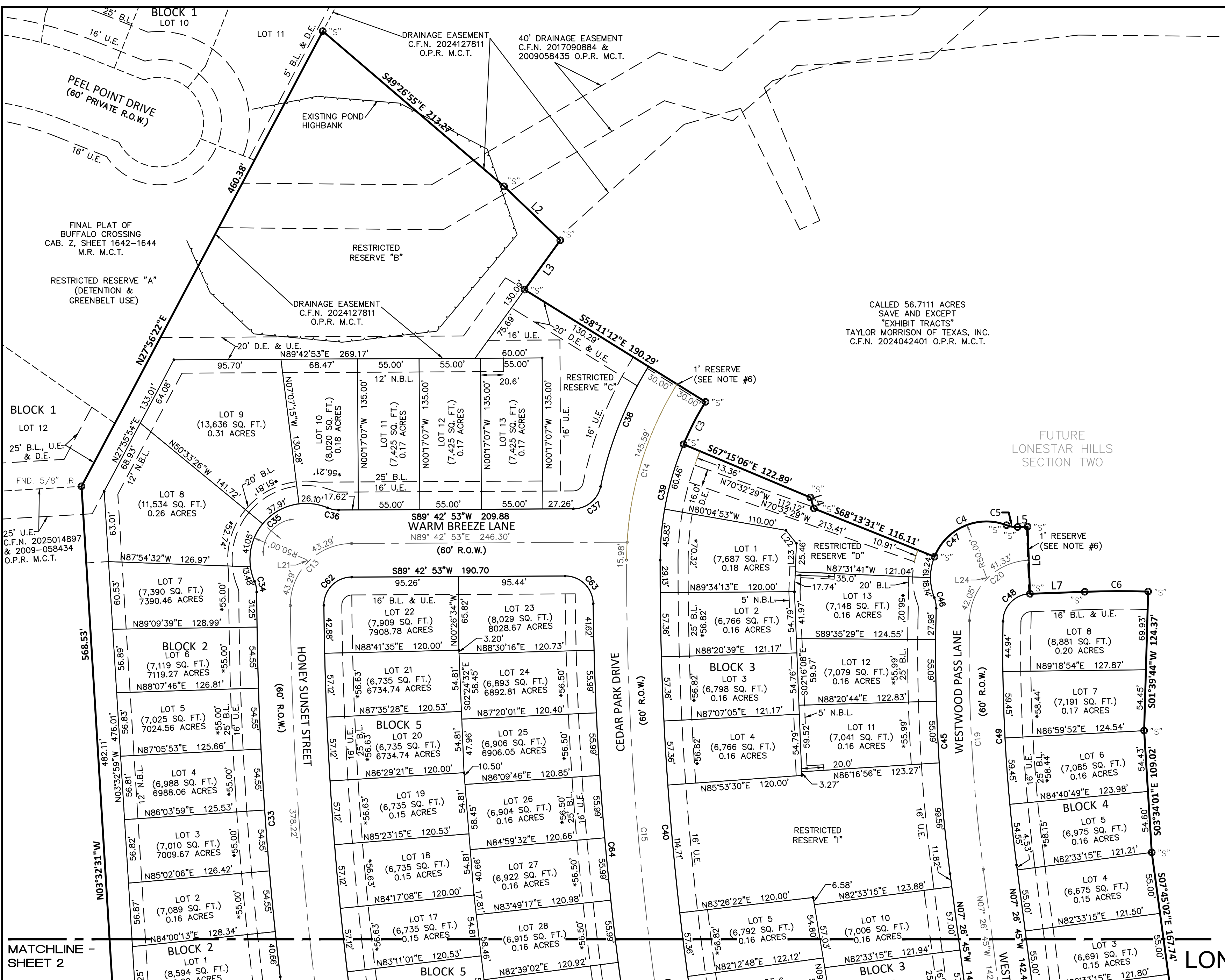
TBPLS REG NO. 10194866
 ct@fulcrumsurveying.com
 fulcrumsurveying.com

ENGINEER:
L SQUARED ENGINEERING
 MUNICIPAL COMMERCIAL RESIDENTIAL
 3307 W. DAVIS STREET #100
 CONROE, TEXAS 77304

OWNER:
 TAYLOR MORRISON OF TEXAS, INC.
 3250 BRIANPARK DRIVE, SUITE 300
 HOUSTON, TX 77042

291.18 CITY OF MONTGOMERY BENCHMARK MONT 7
 NORTHING: 10135557.5370
 EASTING: 3758356.4600

239.70 CITY OF MONTGOMERY BENCHMARK MONT 1
 NORTHING: 10135441.4753
 EASTING: 3763481.91322



LEGEND / ABBREVIATIONS

B.L.	BUILDING LINE
CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
D.E.	DRAINAGE EASEMENT
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
MAP	MAP RECORDS
M.R.	NO BUILD LINE
N.B.L.	RIGHT OF WAY
R.O.W.	UTILITY EASEMENT
U.E.	LOT WIDTH DIMENSION AT THE BUILDING LINE
	PROPERTY MARKER
	RETAINING WALLS
	RIGHT-OF-WAY NAME CHANGE

A FINAL PLAT OF
LONE STAR HILLS SECTION 1
A SUBDIVISION OF
26.8363 ACRES (1,168,988 SQ. FT.)
JOHN CORNER, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026



104 W. PAULINE ST.
 CONROE, TX 77301
 T: 936.443.0507

TBPLS REG NO. 10194866
 ct@fulcrumsurveying.com
 fulcrumsurveying.com



3307 W. DAVIS STREET #100
 CONROE, TEXAS 77304

OWNER:
 TAYLOR MORRISON OF TEXAS, INC.
 3250 BRIANPARK DRIVE, SUITE 300
 HOUSTON, TX 77042

24-190 LONE STAR HILLS PLAT_v4.dwg

STATE OF TEXAS
COUNTY OF MONTGOMERY

That Taylor Morrison of Texas, Inc., acting by and through _____ herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating described real property as the LONE STAR HILLS SECTION 1 Subdivision, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the city, and that a rough proportionality exists between the dedications, improvements, and exactions required under regulations and the projected impact of the subdivision.

Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable, television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The easement shall also provide a right of access to public agencies engaged in both routine and emergency public service including law enforcement, fire protection, medical response, inspection and code enforcement.

IN TESTIMONY WHEREOF, Owner, has caused these presents to be signed by _____ its _____ of Taylor Morrison of Texas, Inc., hereunto affixed, this _____ day of _____, 2026.

Taylor Morrison of Texas, Inc.____

By: _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared _____ its _____ of Taylor Morrison of Texas, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

Notary Public in and for the State of Texas
Print Name: _____

My Commission expires: _____

That I Clemente Turrubiarres Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Montgomery, Texas.

Clemente Turrubiarres Jr.
Texas Registration No. 6657

CITY OF MONTGOMERY

I THE UNDERSIGNED, Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which his approval is required.

By: _____
Chris Roznovsky, PE
City Engineer – City of Montgomery

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas and is hereby approved by such Commission and Council.

Dated this _____ Day of _____, 2026

ATTEST:

By: _____
Sara Countryman
Mayor

By: _____
Bill Simpson
Chairman–Planning Zoning Commission

By: _____
Ruby Beaven
City Secretary

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2026, at _____ o'clock, ____M., and duly recorded on _____ 2026, at _____ o'clock, ____M., in cabinet _____, sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

By: _____
L. Brandon Steinmann, Clerk County Court
Montgomery County, Texas

By: _____ Deputy

LINE TABLE		
NO.	BEARING	LENGTH
L1	S 75°55'42" W	44.09'
L2	S 46°08'34" E	69.60'
L3	S 35°51'44" W	54.41'
L4	S 17°33'53" E	10.32'
L5	N 87°55'45" E	8.91'
L6	S 02°04'15" E	60.00'
L7	N 87°55'45" E	49.01'
L8	S 03°58'05" E	83.50'
L9	S 06°39'00" W	60.00'
L10	S 83°18'14" E	3.81'
L11	S 38°30'31" E	14.08'
L12	S 77°00'15" E	8.11'
L13	S 47°46'29" W	14.32'
L14	N 03°32'59" W	35.04'
L15	N 25°43'20" E	6.75'
L16	N 85°24'02" E	11.36'
L17	N 85°24'02" E	11.82'
L18	S 85°24'02" W	10.90'
L19	S 82°18'33" W	63.81'
L20	N 82°18'33" E	63.83'
L21	N 41°24'36" W	2.89'
L22	N 38°51'52" W	15.04'
L23	N 02°21'09" E	25.46'
L24	N 45°07'28" W	1.11'
L25	S 50°04'27" E	14.42'
L26	N 39°11'41" E	1.24'
L27	S 04°50'26" W	60.08'
L28	S 04°50'26" W	60.97'
L29	N 48°45'04" E	8.63'
L30	S 62°33'30" E	31.73'
L31	S 27°26'30" W	16.00'
L32	N 62°33'30" W	22.48'

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD	
C1	399.66'	2,150.00	10°39'02"	N 87°32'34" W	399.08'	
C2	309.93'	2,140.00	8°17'53"	S 80°12'21" W	309.66'	
C3	42.72'	270.00	9°03'53"	S 27°16'51" W	42.67'	
C4	77.87'	50.00	89°13'47"	N 66°23'23" E	70.23'	
C5	10.07'	25.00	23°04'35"	S 80°31'57" E	10.00'	
C6	56.68'	870.00	3°43'59"	N 89°47'45" E	56.67'	
C7	35.66'	2,420.00	0°50'39"	S 83°46'20" E	35.66'	
C8	236.84'	2,100.00	6°27'43"	N 87°52'39" W	236.72'	
C9	204.96'	1,200.00	9°47'10"	S 83°59'54" W	204.71'	
C10	82.04'	55.00	85°27'40"	S 58°09'51" E	74.64'	
C11	782.98'	3,000.00	14°57'14"	S 07°57'24" E	780.76'	
C12	53.95'	1,000.00	3°05'29"	N 83°51'17" E	53.95'	
C13	86.58'	55.00	90°11'40"	S 44°37'03" W	77.91'	
C14	165.56'	300.00	31°37'12"	S 16°00'11" W	163.47'	
C15	488.18'	2,710.00	10°19'17"	S 04°58'03" E	487.52'	
C16	77.74'	55.00	80°58'49"	S 50°37'06" E	71.42'	
C17	266.89'	2,390.00	6°23'53"	S 87°54'34" E	266.75'	
C18	112.79'	800.00	8°04'40"	N 03°24'25" W	112.70'	
C19	222.85'	1,500.00	8°30'44"	N 03°11'23" W	222.65'	
C20	83.38'	55.00	86°51'46"	S 44°29'52" W	75.62'	
C21	38.36'	25.00	87°54'19"	S 48°47'35" W	34.70'	
C22	39.90'	25.00	91°26'05"	S 40°52'37" E	35.80'	
C23	163.10'	2,070.00	4°30'52"	S 88°51'05" E	163.05'	
C24	192.13'	1,170.00	9°24'31"	N 84°11'14" E	191.91'	
C25	15.99'	25.00	36°39'17"	N 61°09'19" E	15.72'	
C26	125.84'	50.00	144°12'02"	S 65°04'18" E	95.16'	
C27	9.95'	25.00	22°47'48"	S 04°22'12" E	9.88'	
C28	376.92'	3,030.00	7°07'38"	S 12°12'17" E	376.68'	
C29	38.86'	25.00	89°03'00"	S 53°09'57" E	35.06'	
C30	55.30'	1,025.00	3°05'29"	N 83°51'17" E	55.30'	
C31	52.61'	975.00	3°05'29"	S 83°51'17" W	52.60'	
C32	38.87'	25.00	89°04'28"	S 37°46'19" W	35.07'	
C33	344.66'	3,030.00	6°31'02"	S 03°30'24" E	344.47'	
C34	9.95'	25.00	22°47'48"	S 11°38'47" E	9.88'	
C35	118.54'	50.00	135°50'00"	S 44°52'19" W	92.66'	
C36	10.07'	25.00	23°04'26"	N 78°44'54" W	10.00'	

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD	
C37	34.06'	25.00	78°03'21"	S 50°41'12" W	31.48'	
C38	116.08'	330.00	20°09'16"	S 21°44'10" W	115.48'	
C39	149.00'	270.00	31°37'06"	N 16°00'08" E	147.11'	
C40	482.78'	2,680.00	10°19'17"	S 04°58'03" E	482.13'	
C41	35.33'	25.00	80°58'49"	S 50°37'06" E	32.47'	
C42	81.02'	2,420.00	1°55'06"	N 89°51'02" E	81.02'	
C43	41.22'	25.00	94°28'41"	N 43°34'14" E	36.71'	
C44	50.77'	770.00	3°46'39"	N 05°33'26" W	50.76'	
C45	237.72'	1,530.00	8°54'08"	N 02°59'41" W	237.48'	
C46	9.83'	25.00	22°31'34"	N 09°48'24" W	9.77'	
C47	115.26'	50.00	132°04'28"	N 44°58'02" E	91.38'	
C48	37.90'	25.00	86°51'46"	N 44°29'52" E	34.37'	
C49	218.40'	1,470.00	8°30'44"	N 03°11'23" W	218.19'	
C50	65.51'	830.00	4°31'20"	N 05°11'05" W	65.49'	
C51	36.51'	25.00	83°40'38"	N 44°45'44" W	33.35'	
C52	137.31'	2,420.00	3°15'03"	N 84°58'32" W	137.29'	
C53	40.06'	25.00	91°48'34"	S 50°44'43" W	35.91'	
C54	67.22'	300.00	12°50'19"	S 01°34'44" E	67.08'	
C55	67.22'	300.00	12°50'19"	S 01°34'44" E	67.08'	
C56	38.57'	25.00	88°24'22"	S 39°21'45" E	34.86'	
C57	38.41'	25.00	88°01'04"	N 49°28'13" E	34.74'	
C58	170.55'	2,130.00	4°35'16"	S 88°48'53" E	170.51'	
C59	210.09'	1,230.00	9°47'10"	N 83°59'54" E	209.83'	
C60	37.29'	25.00	85°27'40"	S 58°09'51" E	33.93'	
C61	775.15'	2,970.00	14°57'14"	S 07°57'24" E	772.96'	
C62	39.35'	25.00	90°11'40"	S 44°37'03" W	35.42'	
C63	39.12'	25.00	89°39'36"	N 45°27'19" W	35.25'	
C64	460.57'	2,740.00	9°37'51"	N 05°26'27" W	460.02'	
C65	9.93'	25.00	22°46'03"	N 01°07'39" E	9.87'	
C66	110.56'	50.00	126°41'38"	N 50°50'08" W	89.37'	
C67	10.07'	25.00	23°04'26"	S 77°21'16" W	10.00'	
C68	208.38'	2,360.00	5°03'33"	N 88°34'45" W	208.31'	
C69	39.64'	25.00	90°51'33"	N 40°37'12" W	35.62'	
C70	67.25'	300.00	12°50'38"	N 11°15'45" E	67.11'	
C71	64.00'	300.00	12°13'23"	N 11°34'22" E	63.88'	

A FINAL PLAT OF
LONE STAR HILLS SECTION 1
A SUBDIVISION OF
26.8363 ACRES (1,168,988 SQ FT.)
JOHN CORNER, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026



104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507

TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com



3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

OWNER:
TAYLOR MORRISON OF TEXAS, INC.
3250 BRIANPARK DRIVE, SUITE 300
HOUSTON, TX 77042



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 15.

SUBMITTED BY: Chelsea Festervand, WGA Staff

DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action on a variance request outlined in Section 78-162 of the City's Code of Ordinance for the Church of Montgomery (Dev. No. 2501).

RECOMMENDATION

WGA and Staff recommend Council approve the variance related to Section 78-162.

BACKGROUND

The Engineer's Memo and the Variance Application are attached.

The Developer is requesting the following variance from Chapter 78-162 of the City's Code of Ordinances:

- Section 78-162: The vegetation setback must also provide a visual barrier

The Planning and Zoning Commission approved the variances at the June 2nd meeting.

FISCAL IMPACT

ATTACHMENTS

1. MEMO to COUNCIL Church of Montgomery Variance Request
2. PZ recommendation to council variance req visual barrier Church of Mont dev 2501
3. Application and Letter
4. Visual Barrier Options



June 15, 2026

City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Variance Request
Church of Montgomery (Dev. No. 2501)
City of Montgomery

Dear Council:

The Woodlands Methodist Church (the “Developer”) is intending to develop the approximate 14-acre located at the intersection of Clepper Street and CB Stewart Drive. It should be noted that this development has a variance approved on January 27, 2026, by City Council that includes applying the minimum canopy tree cover requirements only to the 4-acres being developed rather than the 14-acre in its entirety.

It should be noted that at the time of submission, the available ordinances online were the previous Chapter 78. Based on discussions with Staff, we believe it is appropriate to allow the review to proceed under the previous Chapter 78 ordinances. The Developer is requesting the following variance from Chapter 78-162 of the City’s Code of Ordinances:

- Section 78-162: The vegetation setback must also provide a visual barrier

Enclosed you will find the request for variance as submitted by the architect for the development requesting a variance for the visual barrier requirement to include trees along the length of the building only facing the western side of the property. Due to the visual barrier requirements being met in all other sides of the development and trees still being provided along the building, we offer no objection to the variance request as presented.

It is important to note that the Developer has not received plan approval for the landscaping plans for this site, and the final layout is contingent on the variance being requested at this time. Approval of the requested variances does not constitute plan approval and only allows the Developer to further refine the proposed site plans, which will require the full review and approval of the City.

These variances were approved by the planning and zoning commission at the June 2nd meeting. We offer no objection to the variance, and we recommend the Council approve the variance as submitted.

Sincerely,



Chris Roznovsky, PE
City Engineer

CVR/mma

Z:\00574 (City of Montgomery)\150 Church of Montgomery (Dev. No. 2501)\Correspondence\Letters\2026.05.26 MEMO to P&Z Church of Montgomery
Variance Request.docx

Enclosures: Variance Request

Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code
Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
Tel: 936-597-6434
Fax: 936-597-6437

June 4, 2026

Mayor Countryman
City Council Members

RE: Planning and Zoning Commission Recommendation

Mayor and City Council Members,

On June 2, 2026, the Planning and Zoning Commission (the "Commission") considered a request by the Woodlands Methodist Church (the "developer") for a variance regarding the visual barriers and setback requirements outlined in Section 78-162 of the City's Code of Ordinances for the Church of Montgomery development (Dev. No. 2501).

The applicant requested relief from Section 78-162, which requires the vegetation setback must also provide a visual barrier. Stating that the building distance from the residential properties and the 16' wide utility easement would not provide the intended visual barrier, a hedge or fence would not provide the intended visual barrier. Therefore, the developer is proposing to provide trees along the length of the building only.

Based on the City Engineer's (WGA) memo and confirmation that all technical requirements will be satisfied upon full review and approval of the landscaping plans by the City, the Commission recommends approval of the requested variance.

The motion to recommend approval passed by a vote of 4-0, with one member absent.

Respectfully,

A handwritten signature in blue ink that reads "Corinne A. Tilley".

Corinne Tilley
Development Services Administrator

- GENERAL PLANTING / LANDSCAPE NOTES:
- REFER TO A3/L1.00 FOR PLANT SCHEDULE, SPECS 32 90 00, AND SHEET L1.01 FOR PLANTING DETAILS.
 - LANDSCAPE CONTRACTOR SHALL STAKE LOCATIONS OF TREES FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO INSTALLATION.
 - LANDSCAPE CONTRACTOR SHALL PROVIDE 48 HRS. NOTICE AFTER TREES ARE MARKED FOR FIELD APPROVAL. C.C. WILL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH RELOCATING MATERIALS IF THE OPPORTUNITY TO REVIEW AND APPROVE THE LAYOUTS PRIOR TO INSTALLATION IS NOT PROVIDED.
 - CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED MATERIALS AT TIME OF INSTALLATION UNTIL FINAL ACCEPTANCE OF WORK AND PROJECT CLOSEOUT IS COMPLETE. IF IRRIGATION IS PROVIDED UNDER SCOPE OF WORK, CONTRACTOR SHALL COORDINATE THE IRRIGATION SCHEDULE TO PROPERLY WATER THE NEW MATERIALS.
 - GC SHALL PROVIDE 1 YEAR WARRANTY ON LANDSCAPE MATERIALS AND OWNER WILL PROVIDE MAINTENANCE BEGINNING AT TIME OF FINAL ACCEPTANCE OF WORK AND PROJECT CLOSEOUT IS COMPLETE.
 - PROVIDE SPRAYING OF COMPOST TEA FOR ALL INSTALLED LANDSCAPE MATERIALS; PROVIDE SPECIFIED FERTILIZERS AND ROOT STIMULANTS, BACKFILL MIX AND SOIL AMENDMENTS FOR LANDSCAPE AREA.

D1 GENERAL LANDSCAPE NOTES

NO SCALE



A1 LANDSCAPE SITE PLAN

SCALE: 1" = 50'-0"

A3 LANDSCAPE PLANT SCHEDULE

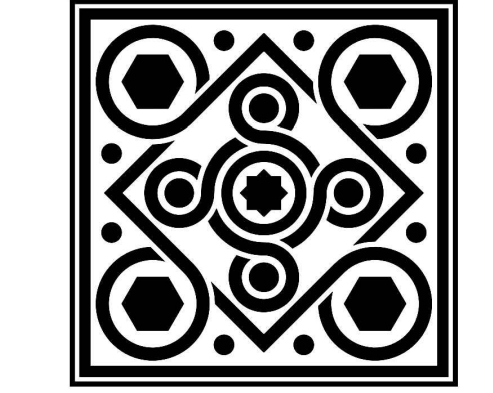
NO SCALE

ZONING: COMMERCIAL ZONING (B)
TOTAL LOT AREA: 672,816SF; AREA DEVELOPED = 166,366SF (VARIANCE NEEDED AS TOTAL GROSS AREA LANDSCAPE REQUIREMENTS ARE NOT ATTAINABLE);
*CALCULATIONS ARE BASED UPON THE DEVELOPED AREA.

A) GENERAL PLANTING REQUIREMENTS	REQUIRED	PROVIDED	CALCULATIONS
MIN. 25% OF NEW TREES TO BE EVERGREEN	YES	YES	REF. PLANT SCHEDULE FOR BREAKDOWN
20% OF TREES TO BE MIN. 3" CALIPER	YES	YES	REF. PLANT SCHEDULE FOR BREAKDOWN
LARGE TREES MIN. 30FT FROM O.H. POWER LINES. MEDIUM TREES MIN. 20FT OF O.H. POWER LINES	YES	YES	REFERENCE PLANS
B) REQUIRED LANDSCAPED AREA	REQUIRED	PROVIDED	CALCULATIONS
LANDSCAPING TO BE MIN. 10% OF TOTAL GROSS LAND AREA*	16,636.60 SF (10%)*	29,310 SF (18%)	166,366 X 10% = 16,636.60
C) PARKING LOT REQUIREMENTS	REQUIRED	PROVIDED	CALCULATIONS
60 SF OF TREE CANOPY PER PARKING SPACE	7,260 SF	33,600 SF (18 LARGE TREES)	121 SPACES X 60 SF = 7,260 SF 18 TREES X 800 SF = 14,400 SF
NO SPACE FURTHER THAN 125 FT FROM THE TRUNK OF A TREE	YES	YES	REFERENCE PLANS
CONTINUOUS EVERGREEN HEDGE ROW OF PARKING FACING STREET	YES	YES	REFERENCE PLANS
D) REQUIRED OPEN SPACE TREE CANOPY	REQUIRED	PROVIDED	CALCULATIONS
20% OF GROSS PROPERTY AREA (MINUS EASEMENTS AND R.O.W.)*	YES	19,200 SF (24 LARGE TREES)	33,273 X 20% = 6,655 SF 6,655 SF / 800 SF = 8 TREES
D) VEGETATIVE SET BACK REQUIREMENTS	NOT REQUIRED	NOT PROVIDED	PROPERTY DOES NOT ABUT SINGLE FAMILY RESIDENTIAL USE PROPERTY

D3 LANDSCAPE ANALYSIS

NO SCALE



COSMATI ARCHITECTS

7630 WESTWIND LN. HOUSTON, TEXAS 77071

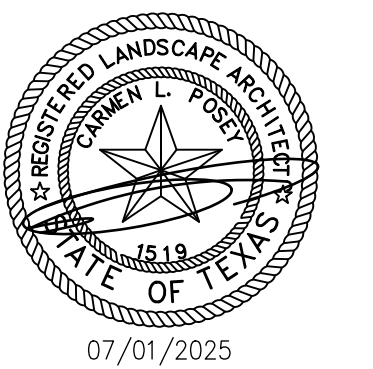
Project Number: 002.02

PHASE I BUILDING

THE CHURCH AT MONTGOMERY
0 CB STEWART DRIVE
MONTGOMERY, TEXAS 77356

- CIVIL ENGINEER
WGA
T 713-789-1900
- LANDSCAPE ARCHITECT
ENVIRONMENTS & CO.
T 832-309-1513
- STRUCTURAL ENGINEER
MATRIX STRUCTURAL
T 713-664-0130
- MEP ENGINEERS
CMTA
T 281-664-9899
- AV & ACOUSTICAL CONSULTANT
SALAS O'BRIEN
T 281-664-1900

GENERAL CONTRACTOR
BROOKSTONE CONSTRUCTION
713-683-8800



Date Issued:
03/25/2025 50% CD & PRICING PACKAGE
06/10/2025 95% CD & PRICING PACKAGE
07/01/2025 ISSUE FOR PERMIT & GMP
07/28/2025 ADDENDUM NO. 2
11/17/2025 PERMIT CORRECTIONS 2

Sheet Content:
LANDSCAPE SITE PLAN, GENERAL NOTES AND PLANT SCHEDULE

SCALE: AS NOTED

Copyright 2025 COSMATI ARCHITECTS
Drawings and Specifications are instruments of service and shall remain the property of the Architect. They are not to be used on other projects or extensions to the project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and complying with all applicable codes and regulations. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

L1.00

Plot Date: 06/30/2025



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 16.

SUBMITTED BY: Chelsea Festervand, WGA Staff

DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action on the acceptance of a Utility and Economic Feasibility Study on the Cottage Green development (Dev. No. 2605).

RECOMMENDATION

WGA and Staff recommend that the City accept the findings in the Utility and Economic Feasibility Study as presented.

BACKGROUND

The Feasibility Study and supporting documents are attached.

The Developer intends to develop a multi-family development on a 19-acre tract located northeast of the intersection of Buffalo Springs Drive and Lone Star Parkway.

The proposed development will be subject to impact fees due before Final Plat recordation.

FISCAL IMPACT

ATTACHMENTS

1. The Cottage Green Feasibility Study- Final

**THE COTTAGE GREEN
FEASIBILITY STUDY
(Dev. No. 2605)
FOR
THE CITY OF MONTGOMERY**



WGA PROJECT NO. 00574-164

June 2026

PREPARED BY

WGA

OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

Exhibits:

- A: Tract Boundary
- B: Preliminary Site Plan
- C: Need to Include Zoning Map
- D: Public Utility Extensions
- E1: Water Usage Projection
- E2: Wastewater Usage Projection
- F: Impact Fee Summary
- G: Escrow Calculation
- H: Preliminary Cost Estimate

1 EXECUTIVE SUMMARY

Shadow Creek Estates LTD (the “Developer”) has requested the City of Montgomery (the “City”) to perform a feasibility study for the City to serve the multi-family development on a 19- acre tract located northeast of the intersection of Buffalo Springs Drive and Lone Star Parkway, also referred to as the Cottage Green tract. The tract is located within City limits and would not need to be annexed prior to receiving utility service.

Based on the preliminary land plan, provided by the Developer, this development would consist of approximately 211 multi-family cottage style townhomes. The final land plan may affect the estimated costs of, and revenues associated with, the development.

The recent completion of the City’s Water Plant No. 3 Booster Pump Addition project, the analysis shows the City will have sufficient capacity to meet the near-term demand. Additionally, the City has also initiated the design of Water Plant No. 4, which is expected to be completed by mid-2027.

At this time the City will have sufficient sanitary sewer capacity to serve the current proposed development, existing developments, and committed developments at full build out when the Town Creek Wastewater Treatment Plant Phase 1 is completed. Additionally, to ensure future projected demands are accounted for the City should move forward with the design of a future wastewater treatment plant expansion at either the Town Creek or the Stewart Creek facilities. The City will need to closely monitor connections and flows in order to stay within the permit limits, as well as to identify which future facility expansion will be needed first.

The estimated total costs that will be associated with the development are:

Escrow Account	\$61,000
Estimated Water Impact Fee	\$323,487
Estimated Wastewater Impact Fee	\$251,063
Total Estimated Costs	\$635,550

Based on information provided by the Developer the estimated total assessed valuation for the development would be approximately \$31,500,000 at full build out. Based on the City’s estimated current tax rate (\$0.0970 debt service and \$0.3030 for operations and maintenance) financially, the development will bring in approximate tax revenues as shown below:

Debt Service	\$ 29,027
Operations and Maintenance	\$ 90,672
Total Estimated Annual Tax Revenue	\$ 119,700

2 INTRODUCTION

This undeveloped tract located at the northeast of the intersection of Buffalo Springs Drive and Lone Star Parkway and falls entirely within the City's limits.

The tract's boundary is enclosed as **Exhibit A**. A preliminary site plan is enclosed as **Exhibit B** and indicates the Developer's intentions to develop this 19-acre tract adjacent to the 56.7-acre Lone Star Hills single family development.

The tract will be required to be platted, and the Developer shall consult and comply with the procedures set forth in Sections 78 and 98 of the City's Code of Ordinances to obtain any variances that may be necessary for the proposed development.

As shown in **Exhibit C**, the tract is currently zoned PD- Planned Development, which allows this type of development. The proposed development will need to obtain approval from the Buffalo Springs Architectural Advisory Committee, which has control. Based on the preliminary land plan, the proposed development consists of multi-family units/plex homes. Based on the City's current table of uses, all proposed uses are allowed within the PD-Planned Development. However, to better align with the City's current plans for development and standards we will recommend that the developer rezone the property to multi-family. Should any additional/secondary uses be proposed additional approvals be required. The City's Director of Planning and Development will provide additional information on the use of the property within the existing zone.

The estimates included in this feasibility are based on the anticipated land use provided by the Developer at the time of the study. The final land plan may affect the estimated costs and revenues associated with the development.

3 ANALYSIS

Water Production and Distribution

System Capacity

The City recently completed the Water Plant No. 2 and No. 3 improvements. Following the completion, the City has three (3) active water wells and two existing water plants with a total capacity of 2,500 connections or 730,000 gallons per day average daily flow.

Finally, design for the Water Plant No. 4 project is underway and is expected to bid later this summer and operational by mid-2027. The scope of the project includes the construction of a 500,000-gallon elevated storage tank and 1,000 gpm water well in the Jasper aquifer. The completion of this project will increase the City's water system capacity to approximately 5,000 connections or 1,216,000 gallons per day average daily flow (The limiting factor will be "paper" booster pump capacity which requires the capacity to be calculated with the largest pump in the system out of service. Well capacity will be approximately 1,920,000 gpd).

Water Demand

The current average daily flow ("ADF") in the City is approximately 590,593 gpd. At full build out of all existing developments and those in construction or design (with a development agreement) the City has committed approximately 1,284,588 gpd and 4,325 connections. A graph of the updated water usage projections is included as **Exhibit E1**. After the completion of Water Plant No. 4 and addressing the booster pump capacity, the City will have sufficient capacity to service all developments that are existing or in construction/design (with development agreements) at full build out.

Based on the preliminary site layout, and information provided by the Developer, the Tract's estimated water capacity requirement is approximately 63,300 gpd (1,899,000 gallons per month) at full build out. It is important to note that the projected usage is higher than similar developments within the City based on historical usage.

Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 1,369,838 gpd and 4,544 connections. In order to serve all of these developments at full build out, Water Plant No. 4 must be completed and a plan for either TCEQ approval of an Alternative Capacity Request to not provide more booster pumps or the construction of additional booster pump capacity to meet the demand at full build out.

Exhibit E1 shows a graphical representation of historical water usage, projected water demand, and water plant capacity. As you will see there is a substantial increase in projected water demand in the scenarios shown. Those scenarios are as follows:

1. **A – Ready to Connect:** These are developments that are platted, infrastructure accepted, etc. that are ready to connect to the system at any time.
2. **B – A Plus in Design/Construction with Agreement:** This shows all of the developments in A plus those that the City has development agreements that are actively in the design or construction process. Including Legacy Grove, Caroline Court, Superior Properties, etc.
3. **C – B Plus in Feasibility without Agreement or Inactive:** This shows all of the developments in B plus the developments that are actively going through the due diligence process but have not yet entered into a development agreement with the City. This includes developments such as this development, and SR 105, LLC.
4. **D – C Plus Anticipated Additional Development within the City Limits:** This includes everything in C plus tracts that are in the City limits but not actively working through the development process.

As you will see, there is a significant difference in the scenarios, also it is important to note:

1. The timing of developments is a major factor and is based on our best estimates and information provided by developers for when projects will be connected and using water. These are broken down quarterly through the end of 2027.
2. Water demand is projected based on information provided by the developer and typically based on industry standards which are intended to be conservative. It is typical to see actual demand come in under this amount, however we plan for the higher.
3. Finally, it is important to note that the water plant capacity is based on Average Daily Flow capacity not peak capacity. For example, the current capacity of the water system with the completion of the booster pump addition at Water Plant No. 3 is 730,000 gpd average daily flow but can produce in a max day scenario approximately 3,150,000 gpd. That number shown for capacity is limited by a 2.4 peaking factor and we have to assume that the largest booster pump is out of service in the calculation.

In summary, the City is in the process of design and constructing the required water system capacity to have sufficient capacity in the future to serve the ongoing developments. The actual connections needs to be closely monitored and providing water service to future developments, including this one, need to be contingent on the capacity being available. The City needs to continue to aggressively push to proceed with the required expansion projects to meet all of the expected demand. This is being done with the ongoing funding, design, and construction projects underway.

Linear Utilities

The Developer shall be responsible for the design of the water tie-in to the City's 12" main line to serve the development along Buffalo Springs Drive, as shown in **Exhibit D**. The Developer will also need to coordinate the installation of water meter(s) and tap(s) with the City's department of Public Works and will be responsible for all costs associated with said work. It is our understanding that the Developer plans to submeter each proposed building and will be responsible for connecting the City's public system with a master meter to be located along Buffalo Springs.

The alignment of waterline(s) interior to the Tract will depend on the final land plan of the proposed development. The cost of the waterlines interior to the tract will be paid by the Developer.

The Developer is responsible for providing engineered plans and specifications for the public waterline tie-in to serve the proposed development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Sanitary Sewer Collection and Treatment

System Capacity

The City's existing wastewater facilities include 20 public lift stations and two (2) wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek Wastewater Treatment Plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd.

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the City's 400,000 gpd permitted capacity (300,000) for 3 consecutive months. Based on our conservative estimates this is expected to occur in early 2027. The City is actively designing a new 0.3 MGD wastewater treatment plant (WWTP) to replace the decommissioned Town Creek WWTP. The construction is expected to be completed in mid-2027. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd).

After completion of the Town Creek Wastewater Treatment Plant, the City will be treating sanitary sewer at 2 different locations, and each location has a permit in place to expand. The location of the next expansion will depend on the location of development in order to make sure each plant is being optimally used. The City can either complete a 0.6 MGD expansion to the Town Creek Wastewater Treatment Plant or a 0.8 MGD expansion to the Stewart Creek Wastewater Treatment Plant. Based on the current projections we anticipate the next required expansion to be in service by mid-2028 and therefore starting construction around mid-2027. We would recommend design of the plant begin this year in order to ensure adequate time is available for design and approvals.

Sanitary Sewer Demand

The current ADF at the Stewart Creek Wastewater Treatment Plant is approximately 232,917 gpd or 58%. At full build out of all existing developments and those in construction or design (with a development agreement), the City has committed approximately 813,685 gpd or 203% of existing permitted capacity. Upon completion of the Town Creek Wastewater Treatment Plant the City will have committed approximately 116% of permitted capacity at full build out.

Based on the preliminary site layout, and information provided by the Developer, the Tract's estimated water capacity requirement is approximately 52,750 gpd (1,582,500 gallons per month) at full build out. It is important to note that the projected usage is higher than similar developments within the City based on historical usage.

Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the City will have committed approximately 869,097 gpd or 217% of existing permitted capacity and 124% of the expanded capacity at full build out.

Based on the projected timing of development and projected construction completion of the plant expansions, the City is expected to remain within their permit limits.

Exhibit E2 shows a graphical representation of historical sanitary sewer flow, projected demand, and wastewater treatment plant capacity. As you will see there is a substantial increase in projected sanitary sewer demand in the scenarios shown. Those scenarios are as follows:

1. **A – Ready to Connect:** These are developments that are platted, infrastructure accepted, etc. that are ready to connect to the system at any time.
2. **B – A Plus in Design/Construction with Agreement:** This shows all of the developments in A plus those that the City has development agreements that are actively in the design or construction process.
3. **C – B Plus in Feasibility without Agreement or Inactive:** This shows all of the developments in B plus the developments that are actively going through the due diligence process but have not yet entered into a development agreement with the City. This includes developments such as this development, Villages of Montgomery and Reserve of Mia Lago.
4. **D – C Plus Anticipated Additional Development within the City Limits:** This includes everything in C plus tracts that are in the City limits but not actively working through the development process.

As you will see, there is a significant difference in the scenarios, also it is important to note:

1. The timing of developments is a major factor and is based on our best estimates and information provided by developers for when projects will be connected and using water. These are broken down quarterly through the end of 2027.
2. Sewer demand is projected based on information provided by the developer and typically based on industry standards which are intended to be conservative. It is typical to see actual demand come in under this amount, however we plan for the higher.

Linear Utilities

The Developer shall be responsible for the design of the tie-in to the City's public sanitary sewer system located along the northern tract boundary, as shown in Exhibit D. The Developer will also need to coordinate the installation of sanitary sewer tap(s) into the public system with the City's department of Public Works and will be responsible for all costs associated with said work.

In summary, the City is in the process of design and constructing the required sanitary system capacity to have sufficient capacity in the future to serve the ongoing developments. The actual connections/flows needs to be closely monitored and providing sewer service for future developments, including this one, need to be contingent on the capacity being available. The City needs to continue to aggressively push to

proceed with the required expansion projects to meet all of the expected demand. This is being done with the ongoing funding, design, and construction projects underway.

The Developer is responsible for providing engineered plans and specifications for the tie-in to the public sanitary sewer system to serve the proposed development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

Drainage

The onsite storm sewer system and detention will be designated private and remain the responsibility of the Developer. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Standards. The Developer is responsible for submitting a drainage impact analysis for the site. It is our understanding that the Developer intends to connect to the proposed drainage facilities for Lone Star Hills. This will require coordination with the adjacent development to ensure that the drainage flow conditions are consistent with those established in the previously approved Drainage Impact Analysis.

Additionally, it is our understanding there is an existing creek located at the southwestern portion of the development. The Developer intends to reroute flow to Buffalo Springs ROW via underground piping. The Developer will have to show that the existing ROW can support the additional flow from the proposed development.

The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Paving and Traffic Planning

The preliminary land plan, in conjunction with existing infrastructure, currently includes two (2) proposed connections to Buffalo Springs Drive to provide access to the multi-family units. The Developer is responsible for submitting a traffic impact analysis for their impact on the City's roadway system and providing engineering plans and specifications for the driveway connections to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

It is our understanding that with the recent development of the Lone Star Hills subdivision, the County Fire Marshall requires that the Lone Star Hills subdivision provide at minimum two entry points into their subdivision. Based on the terms of their Development Agreement the Developer of Lone Star Hills, Taylor Morrison, was required to construct a stub out for future public roadway extension on the western side of their development, Lavendar Wind Lane, to connect to the City owned Buffalo Springs Drive. The extension of Lavendar Wind Lane to Buffalo Springs Drive is the responsibility of the Cottage Green

development. The requirement of the additional egress for the Lone Star Hills subdivision will ultimately be up to the Fire Marshall's discretion.

Development Costs

The Developer will need to engineer and construct the on-site water, sanitary sewer, paving, and any additional drainage facilities to serve the proposed Tract.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as **Exhibit F** are the 2025 Revisions to the Montgomery Impact Fee Analysis Report.

The estimated ADF provided by the developer requires the equivalent use of an 8- inch water meter per **Exhibit B**.

An escrow agreement has been entered into between the Developer and the City and funds have been deposited to cover the cost of this feasibility study. An estimated additional \$61,000 will be required to cover the City's remaining expenses for the development, which includes administrative costs, legal fees, plan reviews, developer and construction coordination, and construction inspection expenses. The estimates provided assume 3 rounds of plan reviews and an active construction performance period for the proposed extension of public roadway (if required). Additional rounds of reviews or extended construction duration may lead to additional escrow amounts being required. The fees calculation can be seen in **Exhibit G**. These additional funds must be deposited into the escrow prior to any work being completed by the City.

Below is a summary of the estimated costs associated with the development:

Escrow Account	\$61,000
Estimated Water Impact Fee	\$323,487
Estimated Wastewater Impact Fee	\$251,063
Total Estimated Costs	\$635,550

These estimates are based on the projected water and wastewater usage provided by the developer. The actual costs will depend on the final land plan, final design, and actual construction costs.

Financial Feasibility

The Developer estimates the total assessed value (A.V.) at full development to be approximately \$31,500,000. Based on the estimated total A.V. and assuming 95% collection, the in-city development would generate approximately \$29,027 per year in debt service revenue, and approximately \$90,673 per

year in operations and maintenance revenue. These estimates are based on the City's \$0.0970/\$100 valuation debt service tax rate and the \$0.3030/\$100 valuation Operations & Maintenance (O&M) tax rate.

This report is our engineering evaluation of the funds required to complete the anticipated future capital improvement for this Tract and of the potential increase in tax revenue to the City. This report is not intended to be used for the issuance of municipal financial products or the issuance of municipal securities. The City's Financial Advisor(s) can address potential recommendations related to the issuance of municipal financial products and securities.

Next Steps

if the Developer chooses to proceed with the proposed development, the following steps must be completed:

1. Replenish the Escrow Account.
2. Enter into a Memorandum of Understanding and Development Agreement (MOU/DA).
3. Begin Rezoning Process.
4. Submittal of Plans and Plat Documents.
5. Issuance of Required permits.

Thank you for the opportunity to complete this feasibility study and offer our recommendations. Please contact me or Mr. Zachary Timms should you have any questions.

Sincerely,



Chris Roznovsky, PE

City Engineer

CVR/jtd

Z:\00574 (City of Montgomery)\164-The Cottage Green (Dev. No. 2605)\Feasibility Study\Report\The Cottage Green Feasibility Study.docx

- Exhibits:
- A. Tract Boundary
 - B. Preliminary Site Plan
 - C. Zoning Map
 - D. Public Utility Extensions
 - E.1. Water Usage Projection
 - E.2. Wastewater Usage Projection
 - F. Impact Fee Summary
 - G. Escrow Calculation

- Cc (via email):
- Mr. Brent Walker – City of Montgomery, City Administrator
 - Ms. Ruby Beaven – City of Montgomery, City Secretary
 - Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer
 - Planning & Zoning Commission – City of Montgomery



Legend

- City Limits
- City ETJ
- Tax Parcel

Proposed Development

- The Cottage Green

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard

Ongoing Developments

- In Design/Construction

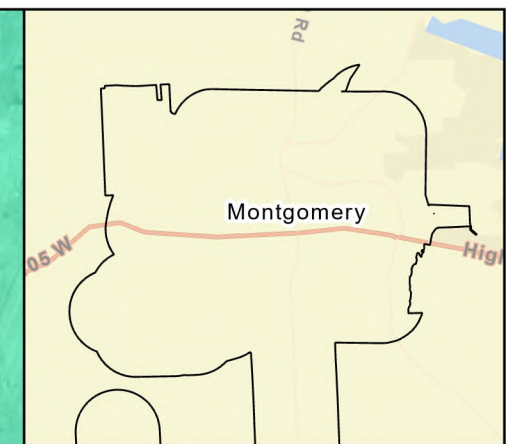
Exhibit A Tract Location

The Cottage Green Feasibility Study



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.





- Legend
- City Limits
 - Tax Parcel
 - Historical Preservation
 - Historical Landmark
 - Commercial
 - Industrial
 - Institutional
 - Multi-Family
 - Planned Development
 - Residential

Exhibit B Zoning Map

The Cottage Green Feasibility Study



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.





Proposed 8" sanitary sewer extension (Lone Star Hills off-site sanitary extension)

Point of Connection

Point of Connection



- Legend**
- City Limits
 - City ETJ
 - Tax Parcel
- Proposed Development**
- The Cottage Green
- Existing Utilities**
- ⊗ Hydrant
 - ⊗ Water Main Valve
 - Water Main
 - Sanitary Sewer Manhole
 - Sanitary Sewer Gravity Main
 - - - Sanitary Sewer Force Main
- Proposed Utilities**
- Proposed Manhole
 - - - Proposed Gravity Main

Exhibit C Utilities Layout

The Cottage Green Feasibility Study



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.





80	8-PLEX HOMES
24	6-PLEX HOMES
62	PATIO HOMES
45	COTTAGES
<hr/>	
211	HOMES TOTAL
PARKING;	
90	NORTH SECTION-
	(COTTAGES)
286	SOUTH SECTION
376	TOTAL SPACES

Architectural Land Plan

The Cottage Green

Montgomery, Texas 03/12/26

The MZO GROUP
DESIGNERS ■ ARCHITECTS ■ PLANNERS
IN THE *MIQUELLE* TRADITION

335 Main Street, Suite 201 ■ Stoneham, Massachusetts 02180
Voice: 781-279-4446 ■ Fax: 781-279-4448 ■ E-Mail: mzo@mzogroup.com ■ www.mzogroup.com

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Exhibit E.1: Water Demand Projections June 10, 2026

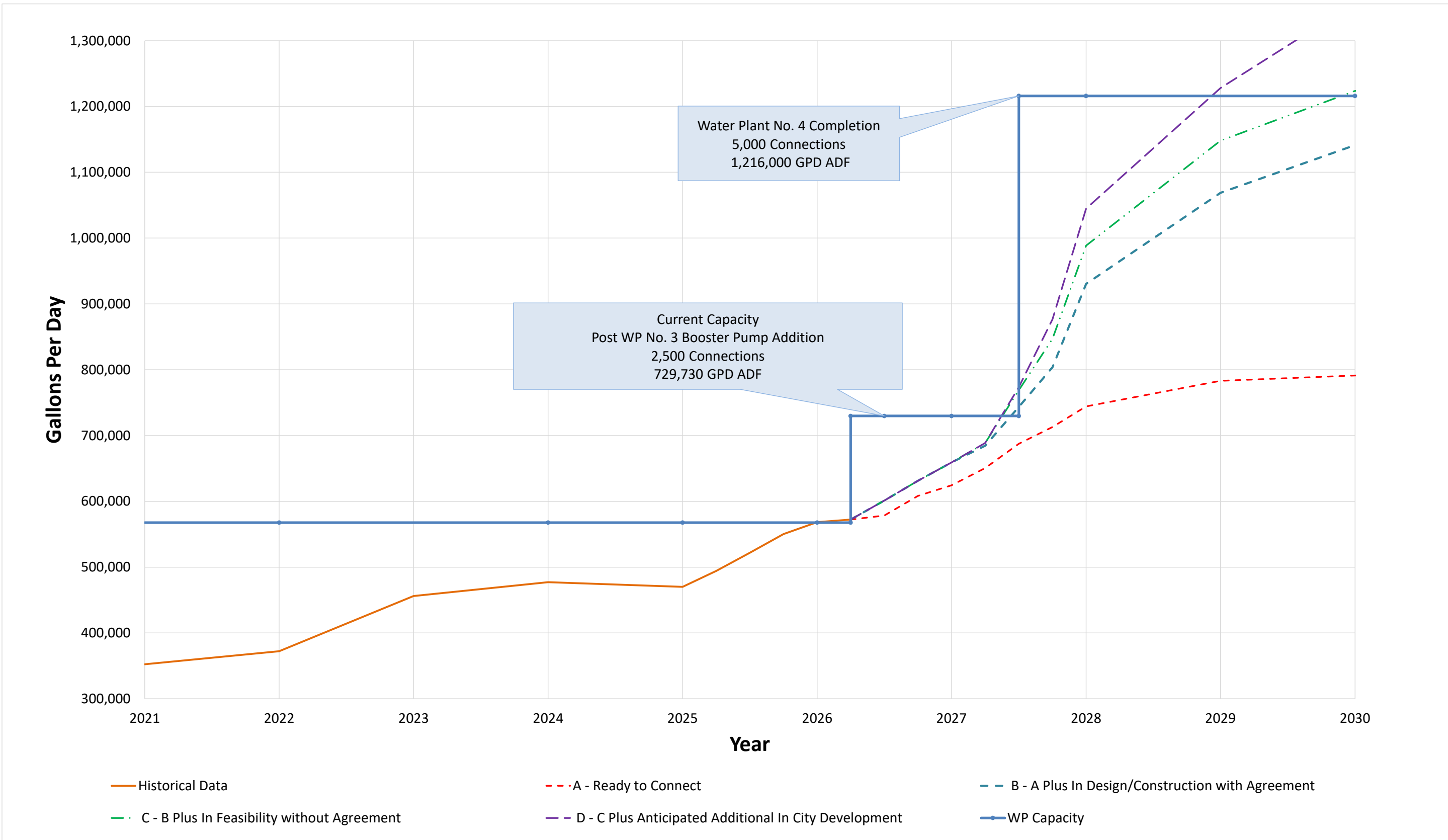
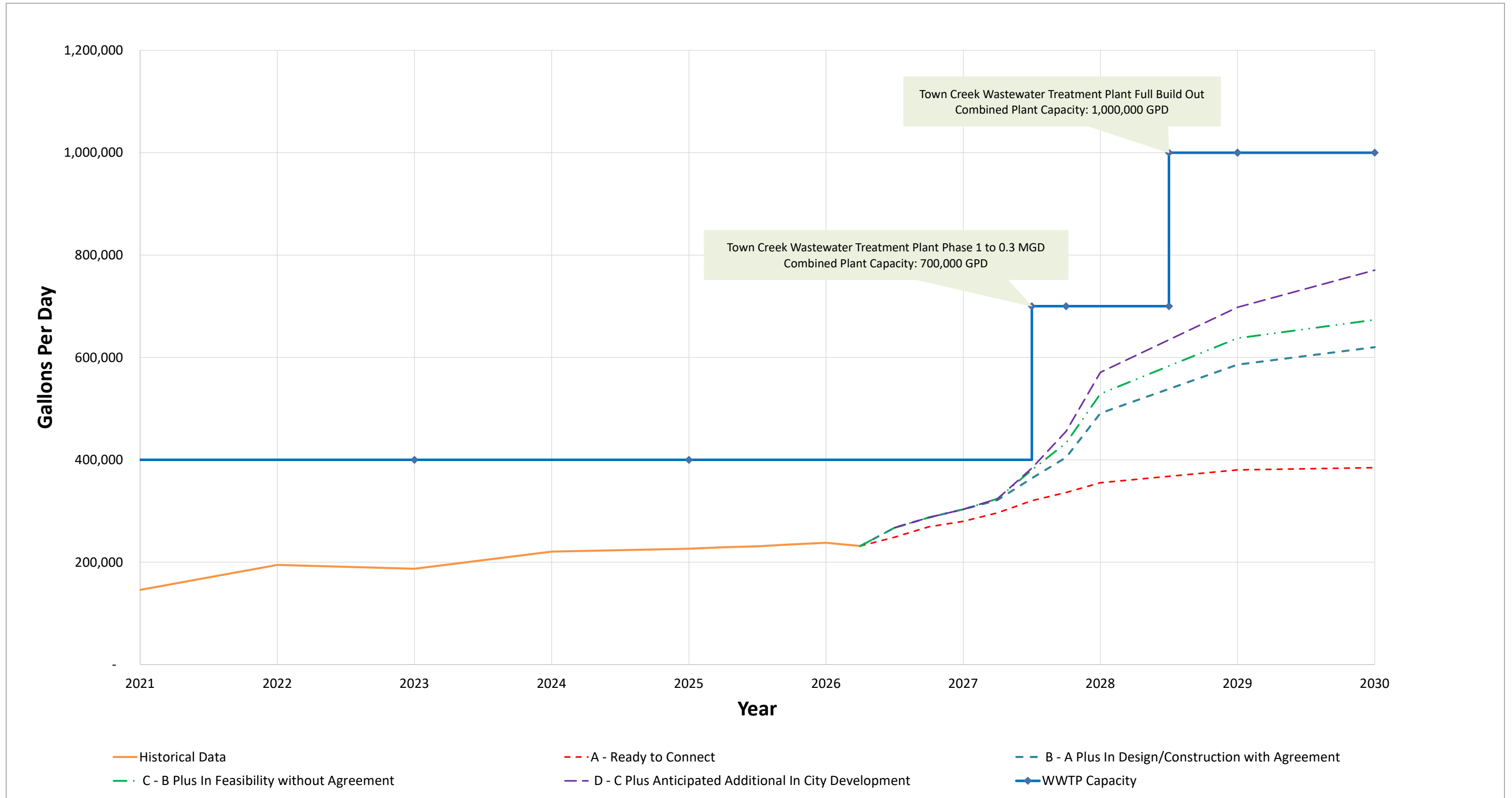


Exhibit E.2: Wastewater Demand Projections June 10, 2026



EXIHIBIT F: IMPACT FEE SUMMARY

Meter Size	Maximum Capacity (GPM)	Maximum Assessable Water Fee (\$/ESFC)	Maximum Assessable Wastewater Fee (\$/ESFC)	Maximum Assessable Fee (\$/ESFC)
5/8" x 3/4" fitting	25	2,696	2,092	4,788
3/4"	35	4,502	3,494	7,996
1"	55	7,198	5,586	12,784
1 1/2"	120	21,566	16,738	38,303
2"	170	30,543	23,705	54,247
3"	350	62,891	48,811	111,702
4"	600	107,829	83,688	191,517
6"	1,200	215,658	167,376	383,033
8"	1,800	323,487	251,063	574,550

1. These fees were adopted by City Council in September 2025.
2. 5/8" Meter size is used for all connections equal to 1 ESFC (Equal Single Family Connection), and reflects the installation of a 5/8" X 3/4" meter.

ESCROW AGREEMENT, SECTION 2.03 ATTACHMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

SHADOW CREEK ESTATES LTD OBO HMF AMERICANA, LLC

Dev. No. 2605

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

As per section 2.03, the Feasibility Study completed an estimate of the additional escrow amount, which was determined for administration costs, legal fees, plan reviews, developer coordination, construction coordination, construction inspection, and warranty of services. The required additional amount is below:

Administration	\$ 1,000
City Attorney	\$ 20,000
City Engineer	\$ 40,000
<hr/>	
TOTAL	\$ 61,000



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 17.

SUBMITTED BY: Chelsea Festervand, WGA Staff

DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the MISD Waterline Extension project.

RECOMMENDATION

WGA and Staff recommend that Council formally end the one-year warranty period and release the maintenance bond for the project.

BACKGROUND

The Engineer's memo and supporting documents are attached.

The warranty inspection was held on May 7, 2026, and the deficiencies noted during the inspection have since been addressed.

As a reminder, this project entered the one-year warranty period on June 2, 2025, and was apart of the MISD CTE & Ag Barn project.

FISCAL IMPACT

ATTACHMENTS

1. 00574-134-00 Warranty Complete



June 15, 2026

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: MISD CTE/AG Barn Infrastructure Improvements
City of Montgomery
TIN 74-2063592

Dear Mayor and Council,

Ward, Getz & Associates LLC held a warranty inspection for the referenced project on Thursday, May 7, 2026. The punchlist of deficiencies noted during the inspection has been completed and/or corrected.

The following individuals were in attendance during the final inspection:

Akeem Dunmoye – Ward, Getz & Associates LLC
Angel Romo Walle – Ward, Getz & Associates LLC
Phil Sotolongo – Stewart Builders, Ltd.
Eric Standifer – City of Montgomery

Based on the following, we recommend the City of Montgomery to officially end the warranty for the project and release maintenance bond.

Should you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Donahue', is positioned above the printed name.

Sean Donahue, PE
Construction Department Manager

SD/cnf

Z:\00574 (City of Montgomery)\134 MISD CTE & Ag Complex\Punchlist\warranty\Final Inspection Letter - CoM.docx

cc (via email): Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Corrine Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Christopher Roznovsky, PE – Ward, Getz & Associates LLC, City Engineer



ONE-YEAR WARRANTY INSPECTION

Project: MISD/CTE AG Barn Infrastructure Improvements
Project Number: 00574-134-00
Engineer: Ward, Getz & Associates LLC
Contractor: Stewart Builders, Ltd.
Inspection Date & Time: May 7, 2026 at 8:00 AM

	Punchlist Details	Completed
1	Remove silt fence from site	X
2	Remove and replace concrete at valve box	X
3	Install concrete at valve box	X
4	Adjust blowoff to final grade and install valve box	X



Ward, Getz & Associates, LLC

#00574-134-00 - MISD CTE & Ag Barn (Dev. No. 2307)

One Year Warranty Inspection

City of Montgomery

MISD CTE/Ag Barn Infrastructure Improvements

00574-134-00

Created By SiteMax Systems
Created Date Monday, June 15th, 2026



Project Address
Montgomery, Texas, US

Ward, Getz & Associates, LLC

#00574-134-00 - MISD CTE & Ag Barn (Dev. No. 2307)

Deficiency #1 - Remove silt fence from site

[Link](#)

Deficiency #2 - Remove and replace concrete at valve box

[Link](#)

Deficiency #3 - Install concrete at valve box

[Link](#)

Deficiency #4 - Adjust blowoff to final grade and install valve box

[Link](#)

Project MISD CTE & Ag Barn (Dev. No. 2307) #00574-134-00
Project Address , Montgomery, Texas
Project Manager

Report Date
Created By
Super/Foreman

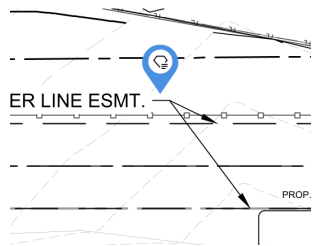
2026-06-15
SiteMax Systems

• Completed 4

#	1	Item	Remove silt fence from site
Status	Completed	Priority	None
Type	Deficiency	Phase	General



[+ more](#)

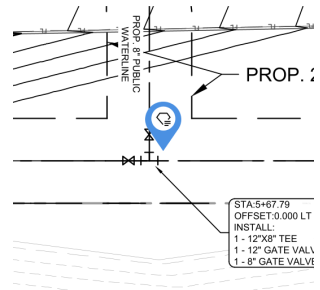


[8.10. Issuance Date: 2024-10-28](#)

#	2	Item	Remove and replace concrete at valve box
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Status	Completed	Priority	None
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Type	Deficiency	Phase	General
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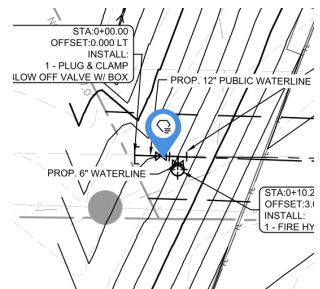


[8.09. Issuance Date: 2024-10-28](#)

#	3	Item	Install concrete at valve box
---	---	------	-------------------------------

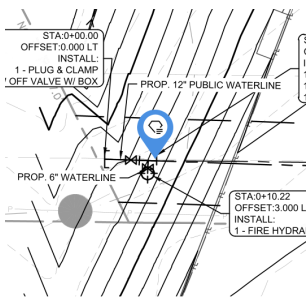
Status	Completed	Priority	None
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Type	Deficiency	Phase	General
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[8.05. Issuance Date: 2024-10-28](#)

#	4	Item	Adjust blowoff to final grade and install valve box
Status	Completed	Priority	None
Type	Deficiency	Phase	General



[8.05. Issuance Date: 2024-10-28](#)



MONTGOMERY CITY COUNCIL AGENDA REPORT

MEETING DATE: June 23, 2026

AGENDA ITEM: 18.

SUBMITTED BY: Chelsea Festervand, WGA Staff

DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action on formally ending the one-year warranty period and releasing the maintenance bond on the Old Plantersville 12” Waterline Extension project.

RECOMMENDATION

WGA and Staff recommend that Council formally end the one-year warranty period and release the maintenance bond for the project.

BACKGROUND

The Engineer’s memo and supporting documents are attached.

The warranty inspection was held on May 12, 2026, and the deficiencies noted during the inspection have since been addressed.

As a reminder, this project entered the one-year warranty period on July 21, 2025, and was apart of the Briarley development.

FISCAL IMPACT

ATTACHMENTS

1. 00574-004 Warranty Complete



June 15, 2026

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Old Plantersville Road 12" Waterline Extension
City of Montgomery
TIN 74-2063592

Dear Mayor and Council,

Ward, Getz & Associates LLC held a one-year warranty inspection for the referenced project on Tuesday May 12, 2026. The punchlist of deficiencies noted during the inspection has been completed and/or corrected.

The following individuals were in attendance during the inspection:

Akeem Dunmoye – Ward, Getz & Associates LLC
Eric Standifer – City of Montgomery

Based on the following, we recommend the City of Montgomery to officially end the warranty for the project and release maintenance bond.

Should you have any questions, please feel free to contact us.

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/cnf

Z:\00574 (City of Montgomery)\004 Old Plantersville Road Waterline Extension\Docs\CA\5. Construction Admin & Inspections\C. Warranty\Final Inspection Letter - CoM.docx

cc (via email): Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Corinne Tilley – City of Montgomery, Code Enforcement Officer and P&D Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Chris Roznovsky, PE – Ward, Getz & Associates LLC, City Engineer



ONE-YEAR WARRANTY INSPECTION

Project: Old Plantersville Road 12" Waterline Extension
Project Number: 00574-004-00
Engineer: Ward, Getz & Associates LLC
Contractor: Bull-G Construction, LLC
Inspection Date & Time: May 12, 2026

Punchlist Details		Completed
1	Backfill and hydroseed as necessary to establish vegetation per spec @SH 105 STA 1+00	X



Ward, Getz & Associates, LLC

#00574-004-00 - Old Plantersville Road 12" Waterline Extension

Warranty Inspection

City of Montgomery

Old Plantersville Road 12" Waterline Extension

00574-004-00

Warranty Inspection

Created By SiteMax Systems
Created Date Monday, June 15th, 2026



Ward, Getz & Associates, LLC

Project Address
Montgomery, Texas, US

#00574-004-00 - Old Plantersville Road 12" Waterline Extension

Deficiency #16 - Backfill and hydroseed as necessary to establish vegetation per spec @SH 105 STA 1+00

[Link](#)

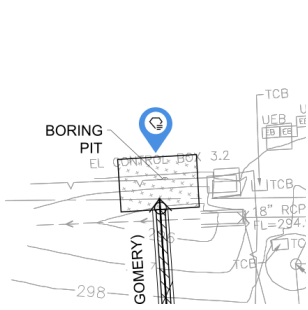
Project Old Plantersville Road 12" Waterline Extension #00574-004-00
 Project Address , Montgomery, Texas
 Project Manager

Report Date
 Created By
 Super/Foreman

2026-06-15
 SiteMax Systems

- Completed 1

#	16	Item	Backfill and hydroseed as necessary to establish vegetation per spec @SH 105 STA 1+00
Status	Completed	Priority	None
Type	Deficiency	Phase	General



[15. Issuance Date: 2024-12-04](#)



[07. Issuance Date: 2024-12-04](#)