

NOTICE: ANY SUBJECT APPEARING ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED, MAY BE ACTED UPON BY THE BOARD OF DIRECTORS OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION.

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

OCTOBER 15, 2025 - 3:00 P.M.

CITY HALL COUNCIL ROOM
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments are limited to posted agenda items only and are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

1. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. PUBLIC COMMENTS
5. Consider Approval of the Economic Development Corporation August 20, 2025, Meeting Minutes.
6. NEW BUSINESS
 - a. Discussion and possible action on Resolution No. 2025-23, awarding a TCLM Chamber Membership Grant in an amount not to exceed \$500 to Texas State Optical (TSO) – Texas City.
 - b. Discussion and possible action on Resolution No. 2025-24, authorizing a Business Improvement Grant (BIG Grant) for Sakura Events LLC for an amount not to exceed \$15,000.
 - c. Discussion and possible action on Resolution No. 2025-25, authorizing a Business Improvement Grant (BIG Grant) for Bamko - Surplus Process Equipment for an amount not to exceed \$15,000.

- d. Discussion and possible action on Resolution No. 2025-26, authorizing a Business Improvement Grant (BIG Grant) for Main Street Commercial Properties for an amount not to exceed \$15,000.
 - e. Discussion and possible action on Resolution No. 2025-27, authorizing a Business Improvement Grant (BIG Grant) for The Independence Village for an amount not to exceed \$15,000.
 - f. Discussion and possible action on Resolution No. 2025-28, authorizing a Business Improvement Grant (BIG Grant) for The Strand Hair & Beauty Bar for an amount not to exceed \$15,000.
 - g. Discussion and possible action on Resolution No. 2025-29, approving TCEDC fund allocation of \$410,750 for engineering services related to the Central Park Boulevard project.
 - h. Discussion and possible action on Resolution No. 2025-30, authorizing the sale of property located at 920 2nd Avenue South to Tennille, Inc. in the amount of \$17,187.50.
 - i. Discussion and possible action on Resolution No. 2025-31, authorizing allocation for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.
 - j. Discussion and possible action on Resolution No. 2025-32, authorizing an update to Phoenix Business Accelerator eligibility requirements to allow membership to businesses beyond three years in age.
 - k. Discussion and possible action on Resolution No. 2025-33, authorizing an easement of TEDC-owned property for construction of a sanitary sewer force main.
 - l. Discussion and possible action on Resolution No. 2025-34, authorizing the sale of approximately +/- 48 acres out of a 245-acre of TCEDC-owned property to Cobbproperties1 LLC for the purpose of residential development.
7. UPDATES AND REPORTS
- a. Small Business Development Center Update
Texas City-La Marque Chamber of Commerce Update
Texas City ISD Update
Dickinson ISD Update
 - b. City of Texas City Staff Update
8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS
9. ADJOURNMENT

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON OCTOBER 9, 2025, PRIOR TO 3:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 3 BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Texas City Economic Development Corporation

TCEDC Agenda

5.

Meeting Date: 10/15/2025

Economic Development Corporation August 20, 2025, Meeting Minutes.

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

ACTION REQUEST (Brief Summary)

Consider Approval of the Economic Development Corporation August 20, 2025, Meeting Minutes.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

TCEDC Agenda

6. a.

Meeting Date: 10/15/2025

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

BACKGROUND

In August 2023, the Texas City Economic Development Corporation established a Chamber Membership grant to assist local businesses with the cost of joining the Texas City-La Marque Chamber for one (1) year. Applicants must either represent a new, for-profit business or an existing for-profit business within the city limits of Texas City that has not previously joined the Chamber.

Staff has received a completed application from Texas State Optical (TSO) – Texas City, located at 2702 Palmer Highway.

Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCLM Chamber Membership Grant for Texas State Optical (TSO) – Texas City in an amount not to exceed \$500.

ALTERNATIVES CONSIDERED

Attachments

Chamber dues grant application

TSO utility bill

Texas City Economic Development Corporation

Application for Chamber Membership Grant

1801 9th Avenue North, Texas City, Texas 77590 - 409-739-7538

Purpose:

The purpose of the Chamber Membership Grant program is to promote small businesses in Texas City by providing funding assistance to join the Texas City - La Marque Chamber of Commerce for one (1) year. This one-time grant shall not exceed \$500.

It is the belief of the Texas City Economic Development Corporation (TCEDC) that membership and active participation in the Texas City-La Marque Chamber of Commerce can lead to stronger community connections, higher public awareness and additional jobs in the City of Texas City.

Eligibility:

1. Applicants must represent a new (less than 1 year) for-profit business operating within the city limits of Texas City, Texas.
2. Existing for-profit businesses may qualify if they have not previously joined the Texas City - La Marque Chamber of Commerce and have ten (10) employees or less.

Requests for the Chamber Membership Grant for joining the Texas City - La Marque Chamber of Commerce must be approved by the EDC Board. This application will become the agreement between the applicant and the Texas City Economic Development Corporation. Any false representations will be grounds for voiding the application/agreement. This original application must be submitted to Director of Economic Development Kristin Edwards either in-person/via mail to City Hall (1801 9th Avenue North) or via email at kedwards@texascitytx.gov.

Date of Application: 9/30/2025

Date Business Opened in Texas City:

04/01/2025

Number of Employees: 9

Business Name: Texas State Optical Texas City

Owner Name: Nouh Zaidi

Business Address: 2702 Palmer Hwy, Texas City, Tx
77590

Telephone Number(s): 409-948-1311

Email Address: TexasCity@tso.com

Business Website: TexasCityTso.com

Requirements:

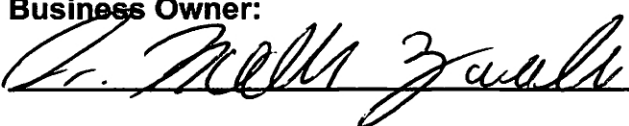
Please return your completed application with the following item:

1. A copy of your City of Texas City certificate of occupancy and/or most current City of Texas City commercial water bill.

Process:

Approved businesses will qualify for a payment up to \$500 that will be made directly to the Texas City – La Marque Chamber of Commerce on behalf of the business. After Board approval, a purchase order will be established, and the payment will be sent. The payment will be sent approximately thirty (30) days after approval.

Signatures

Business Owner:


Texas City Economic Development Corporation:



CITY OF TEXAS CITY
 PO BOX 3837
 TEXAS CITY, TX 77592-3837
 (409) 643-5923

UTILITY BILL

Customer Copy

Keep this portion for your records

NOTE: Please read the back of your bill for important information concerning your water bill.

Customer Name				Service Address					
TSO. TEXAS CITY ZAVALA, NOAH /P				2702 PALMER HWY					
Bill Number	Bill Date	Account Number - Customer Number				Current Billing Due Date			
2407339	08/08/2025	20103 - 41494				09/05/2025			
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (1000 gal.)	Charge	
WATER	12470328	06/26/2025	07/26/2025	192	194	A	2	\$9.43	
GARBA		06/26/2025	07/26/2025					\$24.00	
SALES TAX		06/26/2025	07/26/2025					\$1.98	
SEWER								\$11.60	
HISTORY PERIOD	BILLED USAGE					READ CODE:	Total Current Billing		\$47.01
CURR	2					A = Actual	Past Due Balance		\$0.00
06/25	1					E = Estimate	Total Amount Due		\$47.01
05/25	2					F = Final			
04/25	0					W = Water Co. Estimate	Total Due After Due Date		\$51.51
							On or After Disconnect Date		\$76.51
<p>CITY OFFICES WILL BE CLOSED MONDAY, SEPTEMBER 1ST IN OBSERVANCE OF THE LABOR DAY HOLIDAY. PAY YOUR BILL @ WWW.TEXASCITYTX.GOV OR CALL 844-793-0466. YOU MAY NOW HAVE A SMART METER. TO REGISTER & MONITOR YOUR USAGE PLEASE VISIT WWW.EYEONWATER.COM</p>									



2. A 10% PENALTY WILL BE ASSESSED ON THE NEXT BUSINESS DAY IF PAYMENT IS NOT POSTED TO THE ACCOUNT BY 5PM ON THE CURRENT BILLING DUE DATE.

3. PAYMENTS MUST BE POSTED TO THE ACCOUNT **BEFORE** THE DISCONNECT DATE TO AVOID INTERRUPTION OF SERVICE AND/OR A SERVICE FEE OF \$25. THE SERVICE FEE IS ADDED TO THE ACCOUNT AT THE TIME THE DISCONNECT LIST IS GENERATED AND WILL NOT BE WAIVED, EVEN IF THE WATER IS NOT YET DISCONNECTED. DROPPING A PAYMENT IN THE AFTER HOURS DEPOSIT BOX IS NOT CONSIDERED POSTED TO THE ACCOUNT.

4. ON OR AFTER DISCONNECT DATE, ALL PAST DUE CHARGES/FEEES MUST BE PAID BY CASH, DEBIT, OR CREDIT CARD BEFORE SERVICES WILL BE RESTORED. IF PAYMENT IS NOT POSTED TO THE ACCOUNT WITHIN 5 DAYS OF DISCONNECT, THE ACCOUNT WILL BE FINALED AND THE DEPOSIT WILL BE APPLIED.

5. IT IS ILLEGAL TO REMOVE THE YELLOW TAG FROM THE METER AND TURN THE METER BACK ON WITHOUT PROPER PAYMENT. IF IT IS DISCOVERED THAT THE METER IS TURNED BACK ON WITHOUT PAYMENT, THE METER WILL BE PULLED AND A FEE OF \$100 WILL BE ADDED TO THE ACCOUNT. YOU COULD ALSO FACE PROSECUTION FOR THEFT OF UTILITY SERVICES.

6. AN AFTER HOURS DEPOSIT BOX IS LOCATED IN THE LIBRARY DRIVE-THRU. PAYMENTS DROPPED AFTER 8 A.M. WILL BE POSTED ON THE NEXT BUSINESS DAY. PAYMENTS MAY ALSO BE MADE ONLINE AT WWW.TEXASCITYTX.GOV OR OVER THE PHONE FOR A FEE. IF YOU ARE MAKING A PAYMENT ON A DISCONNECT DATE, PLEASE CALL CUSTOMER SERVICE AT 409-643-5923 TO NOTIFY THEM OF YOUR PAYMENT.

TCEDC Agenda

6. b.

Meeting Date: 10/15/2025

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Anna Aina-Stine for her leased property located at 221 6th Street N. The applicant is requesting assistance for exterior improvements to the building including wall repair and paint, landscaping, debris removal and sprinklers for landscaping.

Per the attached estimates, the total cost of these exterior repairs is estimated to be \$30,750. As this amount exceeds \$30,000, Ms. Aina-Stine would request the full \$15,000 match per the program guidelines.

Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Consider approval of a Business Improvement Grant (BIG Grant) for repairs to 221 6th Street N in an amount not to exceed \$15,000.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant application - Anna Stine

Estimate for exterior work

Letter of support - Owner

Open Area- 221 6th St

Exterior- 221 6th St

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

Sakura Events LLC

Business Address: 221 6th Street N.

Business Contact: Anna Aina-Stine

Number of full-time or part-time employees: 3

Annual operating budget: \$91448

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes [] No

Is your property in a non-residential zone? [] Yes No

Have all owed property taxes been paid for this property? Yes [] No

Is the property subject to any liens held by the City? [] Yes No

Can you provide sufficient proof of ownership of the property? Yes [] No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

[] Yes No

Have you received a grant for this property within the last 12 months? [] Yes No

If awarded, can you provide a current W-9 for the business? Yes [] No

Application continues on Page 2.

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping `see attachment	Code Compliance (City/IBC/Energy)
Tree Removal	Fire Suppression Systems
Fencing	Exterior/Façade Materials `see attachment
Parking/Driveway reconstruction/resurfacing	Exterior Lighting `see attachment
Demolition	Pavers/sidewalk improvements

Please provide a brief description of your business, services provided, etc.:

Event venue to host private parties and/or celebrations.

Please describe the project/effort or expansion to be supported by this grant:

The grant will directly support construction, exterior improvements, safety compliance, and community-focused programming, ensuring that Sakura Events becomes a sustainable business that uplifts the local economy and reflects the cultural heritage of its founder

Please provide a summary of the costs/expenses associated with this event:

I have attached an estimate overview costs and expenses associated with the improvements.

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be publicly affiliated with any political party.



ESTIMATE	#7213-4
ESTIMATE DATE	Sep 10, 2025
TOTAL	\$30,750.00

Anna Stine
221 6th St N
Texas City, TX 77590

CONTACT US

6315 Rotherham St
League City, TX 77573

☎ (832) 205-2506
✉ annaainastine@sakuraevents.net

☎ (281) 332-2403
✉ admin@csrenodev.com

ESTIMATE

Services

Project Overview - Vision

+Introduction: Vision

Based on our conversations and understanding of your vision, our objective is to enhance your commercial space with a sophisticated, modern aesthetic while thoughtfully preserving its historic character.

+Project Expectations: See Below

- Project Preparation: 1 Week (6 days)
- Project Time Line: 3-4 Weeks (or sooner)
- Work Week: Monday- Friday (See terms & conditions)
- Optional Work Days: Saturday
- Non-Work Days: Sunday or Holidays (State/ Federal)
- Possible Delays: Change orders/ Health Related/ Material delays/Employee Availability (Personal days)
- Management Admin Day: Saturday or Monday (TBD)
- *Designated for Planning & Inspections

+Payment Schedule: 50/40/10

--Contract Total: \$30,750

-1st. Payment Due: \$15,375
(Prior to project commencement)

-2nd. Payment Due: \$12,300
(At 50% completion- Detailed in Project Outline)

-Final Payment Due: \$3,075
(Due Upon Completion of Project- Prior to final Punch List)

****Terms & Conditions (Basic)****

-Credit/ Debit Card Processing Fee: 3.9% (Charged for all credit/debit card transactions)

-Zelle Payments to CSRD shall NOT incur a fee

-Check payments Made to CSRD shall NOT incur a fee

-Payments made by check shall have a hold period, which is determined by the paying and receiving bank. We will provide daily updates to the availability of funds. Work shall NOT commence until funds have cleared.

-For more information, please see our terms and conditions.

Permits/ Inspections / Fees

All required municipal permits shall be obtained prior to commencement of work. Permit fees include applicable filing charges, administrative costs, and inspections necessary to ensure compliance with local building codes and regulations.

+Permit Fees & Inspections:

-General Contractor Registration (If applicable)

-Electrical (Where Applicable)

-Plumbing (Where Applicable)

-Roofing & General Carpentry (Where Applicable)

Disclosures

-Permit fees are assessed per trade usually or by specialty

-Inspections may incur additional fees & re-inspections may incur fees

-If city inspector requires additional work outside of agreed upon scope, such work shall incur additional cost.

Ladder: Exterior

Area Scope: Exterior side or back of building

+Phase 1: Build out

-Install Support posts (Treated)

-Create stair casing and frame

-Install landing

-Install safety railing

-Perform safety inspection

+Phase 2: Clean up

-Remove project related debris

Ladder Disclosures

- Stairs shall be constructed of wood
 - Supports shall be 4x4 or 6x6 (Per city)
 - Wood shall be treated
 - Railing shall be braced
 - Stair opening shall be 42in (3.5 ft.)
 - Paint/ Stain Not included
 - Permit Required: Yes
-

Paint: Exterior

Area Scope: Paint

+Phase 1: Cleaning

- Apply degreaser and detergent
- Soft/ Power Wash
- inspect property for wash

+Phase 2: Primer + Paint

- Apply concrete/brick primer for proper adhesion
- Inspect for proper coverage
- Paint exterior of property
- Inspect for proper coverage

Paint Disclosures

- Paint Provided by CITY of Texas City
 - Color Combinations: 1
 - Coats: 2 or 3 (3 only where needed)
 - Paint Finish: Satin
 - Application: Brush/ Roll/ Spray (Determined by contractor)
 - Color Selection: Limited by city
-

Landscaping: Exterior

Area Scope: landscaping

+Phase 1: Demo

- Remove designated plants / bushes ONLY
- Inspect ground and remove unnecessary debris
- Level ground w/soil and/or sand (where required ONLY)

+Phase 2: Plant

- Plant 5 Crepe Myrtles

-Plant 3 Cherry Blossoms

Landscaping Disclosures

***General Spacing Guidelines**

- Total plant area: 20x25 Sf (500sf total)
- Crepe Myrtle: 10–15 feet apart
- Cherry Blossom: 20–25 feet apart
- Keep 10–15 ft from structures, driveways, or property lines

***Maintenance Notes**

- Pruning: Crepe myrtles need gentle shaping (avoid “crape murder”). Cherry blossoms need occasional deadwood removal.
 - Watering: Regular watering in the first 2 years is key for root establishment, especially for cherry trees.
 - Mulching: Use mulch around the base (2–3 inches), but keep it away from the trunk to prevent rot.
 - Permit Required: Yes
-

Sprinklers: Exterior

Area Scope: Landscaping area ONLY

+Phase 1: Preparations

- PVC: Schedule 40 or per city requirements
- Zone Count: 4
- Head Count: 6
- Rain Sensor (Yes/No): Yes
- Irrigation Controller: Yes
- Wifi (Yes/No): No

+Phase 2: Install

- Run PVC (specs per city)
- Connect electric sprinkler valves & valve box
- Connect Sprinkler heads
- Connect all related plumbing and cut off valves
- Connect Irrigation controller
- Perform pressure test (24 hrs. or per city)

+Phase 3: Debris Removal

- Remove project related debris

Sprinkler Disclosures

- PVC shall be schedule 40 or per city requirements

-Controller Brand and Model: TBD
-Installation methods shall be done per city code
-Permit Required: Yes

Subtotal \$30,750.00

Total \$30,750.00

By approving this estimate, you acknowledge and agree to all terms and conditions outlined in the "Terms & Conditions" section of this digital document. You also confirm that your digital signature serves as your authorized and legal signature. Thank you for your business!

Cornerstone Renovation &
Development

<http://www.csrenodev.com>

221 6th St N TCEDC grant

From Scott Arnold <scott@scottarnoldpc.com>
Date Wed 10/1/2025 2:15 PM
To Kristin Edwards <kedwards@texascitytx.gov>

****EXTERNAL EMAIL****

Kristen

Pursuant to our discussion today I am agreeable, and consent to, the proposed TCEDC grant to my tenant Anna Stein at the above address.

Thank you for your help in this.

Scott Arnold

ARNOLD INTERESTS

Real Estate Development
and Management
832 858 1095

Disclaimer

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6TH ST^N

221



TCEDC Agenda

6. c.

Meeting Date: 10/15/2025

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Bamko Surplus Process Equipment for property located at 1812 Texas Avenue. The applicant is requesting assistance for the installation of a wrought iron fence and landscaping, requirements of the Gateway Overlay District.

Per the attached estimate, the total cost of the fencing, shrubbery and labor was \$12,000.

A 50% match of this amount would be \$6,000. Funds are available in the City of Texas City's FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Consider approval of a Business Improvement Grant (BIG Grant) for repairs to 1812 Texas Avenue in an amount not to exceed \$6,000.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant - Bamko

Business Exterior- Bamko

Landscaping- Bamko

New Fencing- Bamko



Texas City Economic Development Corporation - Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name: BAMKO-SURPLUS PROCESS EQUIPMENT LLC

Business Address: 1812 TEXAS AVE TEXAS CITY TX 77590

Business Contact: BILLY J KATENBRINK

Number of full-time or part-time employees: 4

Annual operating budget: \$ 735,000.00

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes [] No

Is your property in a non-residential zone? Yes [] No

Have all owed property taxes been paid for this property? Yes [] No

Is the property subject to any liens held by the City? [] Yes No

Can you provide sufficient proof of ownership of the property? Yes [] No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

[] Yes No

Have you received a grant for this property within the last 12 months? [] Yes No

Date of submittal: 7/22/2025

Program Tiers: Applicants shall identify the desired incentive level based on the proposed project/improvement type for their property. Tier 1 projects will be eligible to receive up to \$5,000 in assistance, and Tier 2 projects will be eligible to receive up to \$15,000 in assistance.

The following is not an exhaustive list, but examples of Tier 1 and Tier 2 Improvements.

Tier 1 Improvement examples	Tier 2 Improvement examples
Interior Lighting	Landscaping (Shrubs/trees, Irrigation)
Pedestrian (Exterior) Lighting	Fencing
Accent (Exterior) Lighting	Parking/Driveway reconstruction/resurfacing
Paving/Pavers	Demolition
Seating Areas	Code Compliance (City/IBC/Energy)
Awning/shade structures	Fire Suppression Systems
Trash Receptacles	Exterior/Façade Materials

Please provide a brief description of your business, services provided, etc.:

BUY + SKILL PETRO-CHEMICAL PROCESS EQUIPMENT

Please describe the project/effort or expansion to be supported by this grant:

FENCING + LANDSCAPING

\$12000.00

Please provide a summary of the costs/expenses associated with this event:

<u>WROUGHT IRON FENCE WITH 2 GATES</u>	<u>\$ 8500.00</u>
<u>INSTALLATION FENCE</u>	<u>\$ 2800.00</u>
<u>LANDSCAPING</u>	<u>\$ 700.00</u>

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be affiliated with any political party.

OFC: (409) 942-4224
OFC: (409) 942-4227
FAX: (409) 942-4321
HOME: (409) 945-5242
MBL: (409) 761-0189
<http://www.bamko.com>



BAMKO-SURPLUS
PROCESS EQUIPMENT,
L.L.C.
1812 TEXAS AVE.
TEXAS CITY, TX 77590.
bill@bamko.com

Texas City Economic Development Corporation
1801 9th Avenue North,
Texas City, TX 77590

K EDWARDS
PER YOUR PHONE CALL SEE ATTACHED RECEIPTS.

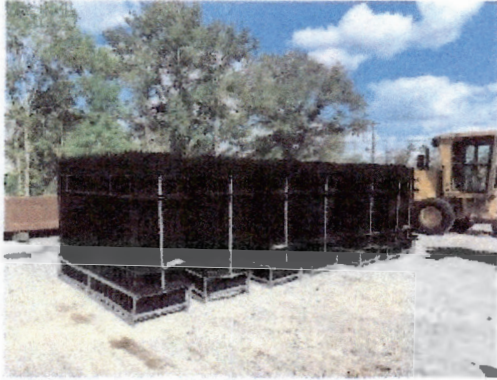
COST OF FENCE: \$3500.00 ATTACHMENT "A"
COST OF LABOR TO INSTALL FENCE AND 2 10' GATES: \$7821.00 ATTACHMENT "B"
COSTS OF SHRUBS X 6 \$188.04 ATTACHMENT "C"
COST OF LABOR TO PLANT SHRUBS: \$490.96
TOTAL: \$12000.00

Sincerely,
Bamko-Surplus Process Equipment LLC.

08/25/2025

Billy J. Kettenbrink

Picked up Order date: May 29, 2025 Order total: US \$3,500.00 Order number: 14-13132-85638



FENCE INSTALLED BY TITAN FENCE COMPANY

ATTACHMENT A

ATTACHMENT B

6/18/2025

HUNTER FREE

7,821.00

Seven Thousand Eight Hundred Twenty-One and 00/100*****

HUNTER FREE
ATTN: HUNTER FREE
PHN: 979-324-7814
420 BROADMOOR DR
FRIENDSWOOD TX 77548
TITAN FENCE CO

HUNTER FREE 6/18/2025
6300 · Repairs:6310 · Building Repairs NEW FENCE 1812 TEXAS AVE PER TEXAS CITY 7,821.00

Bamko-Surplus TITAN FENCE CO 7,821.00

HUNTER FREE 6/18/2025
6300 · Repairs:6310 · Building Repairs NEW FENCE 1812 TEXAS AVE PER TEXAS CITY 7,821.00

Bamko-Surplus TITAN FENCE CO 7,821.00

ATTACHMENT C

Renaissance Boxwood Foundation/Hedge Shrub in 2 -Gallon Pot 1 -Pack

Item #6015685 Model #90652-1

\$31.34 /ea.

QTY 6

\$188.04

Saved \$9.90 with 5% Lowe's Cardholder Discount



OFC: (409) 942-4224
OFC: (409) 942-4227
FAX: (409) 942-4321
HME: (409) 945-5242
MBL: (409) 761-0189
<http://www.bamko.com>



BAMKO-SURPLUS
PROCESS EQUIPMENT,
L.L.C.
1812 TEXAS AVE.
TEXAS CITY, TX 77590.
bill@bamko.com

Texas City Economic Development Corporation
1801 9th Avenue North,
Texas City, TX 77590

To whom it may concern.

I recently had the City of Texas city official advise me that the new ordinance stated that we needed to put in wrought iron fence as opposed to the chain link fence. And to do landscaping in the front of the building.

Attached is the form for grant assistance.

I am seeking a grant in the amount of \$12,000.00

I have been at this location approximately 20 years.

Please contact me the undersigned should you have any questions or concerns.

Sincerely,
Bamko-Surplus Process Equipment LLC

A handwritten signature in blue ink, appearing to read "Billy J. Ketenbrink", is written over a horizontal dashed line.

-----07/22/2025

Billy J. Ketenbrink



SANGI SUPPLY SERVICES EQUIPMENT, LLC
1812 TEXAS AVE.
DUNCANVILLE, TEXAS 75748
MOBILE: 409-781-5188

SANGI SUPPLY SERVICES
EQUIPMENT AND LABORATORY SUPPLY
DUNCANVILLE, TEXAS 75748
MOBILE: 409-781-5188





TEXAS
VRK-9083

DALE

TCEDC Agenda

6. d.

Meeting Date: 10/15/2025

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Main Street Commercial Properties for property located at 3310 Palmer Highway, the future location of a Dunkin Donuts. The applicant is requesting assistance for exterior walls (\$13,850), an additional door and glass glazing (\$56,345), ramps, railings and canopies (\$52,000), as well as landscaping, concrete work, and more.

Per the attached estimate, the total cost of the proposed exterior renovations is \$122,195. Main Street Commercial Partners is requesting a \$15,000 match.

Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve Business Improvement Grant (BIG Grant) for repairs to 3310 Palmer Highway in an amount not to exceed \$15,000.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant - Dunkin Donuts

Estimates - Full renovation

Exterior- Dunkin Donuts

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

MS TEXAS CITY - 8.4.2025 DUNKIN DONUTS + NEW TENANT

Business Address: 3310 PALMER HWY, TEXAS CITY, TX 77590

Business Contact: ANDERSON G. SMITH (713) 283-4478 asmith@mainstep.com

Number of full-time or part-time employees: 10+

Annual operating budget: \$1M+

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes [] No

Is your property in a non-residential zone? Yes [] No

Have all owed property taxes been paid for this property? Yes [] No

Is the property subject to any liens held by the City? [] Yes No

Can you provide sufficient proof of ownership of the property? Yes [] No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

Yes [] No

Have you received a grant for this property within the last 12 months? [] Yes No

If awarded, can you provide a current W-9 for the business? Yes [] No

Application continues on Page 2.

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping ✓	Code Compliance (City/IBC/Energy)
Tree Removal ✓	Fire Suppression Systems
Fencing	Exterior/Façade Materials ✓
Parking/Driveway reconstruction/resurfacing ✓	Exterior Lighting ✓
Demolition ✓	Pavers/sidewalk improvements

Please provide a brief description of your business, services provided, etc.:

LANDLORD PLANS TO COMPLETELY REMODEL THE EXISTING BUILDING FROM AN OLD BANK TO A VIBRANT RETAIL/RESTAURANT CENTER. PLANS ATTACHED.

Please describe the project/effort or expansion to be supported by this grant:

CURRENTLY AN OLD VACANT BANK BUILDING. NEW PAINT, WINDOWS, LANDSCAPING, LIGHTING

Please provide a summary of the costs/expenses associated with this event:

SEE ATTACHED #500KT

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be publicly affiliated with any political party.

MS Texas City Estimate R1

7/22/25

Scope of Work

		Price	
Division 1	General Conditions	\$28,072	
	Porta Potties		
	Dumpsters		
	Perimeter Temporary Fencing		
	CMT Testing		
	Equipment		
	Final Clean		
	Onsite Supervision & Project Management		
	Project OH and Insurance		
Division 2	Demo & Site Construction	\$100,220	
	SWPPP - Narrative. Inspections (Assumes Inspections for 3 Months). Silt Fence. Drain Protection		
	Demo - Sawcut Building Exterior for Storefronts and Doors. Demo Septic Tank. Steel Supports for New Openings		
	Interior Sawcut for Plumbing. Assumes to Leave Sawcut Open for Future Tenants to Tie-In		
	Site Water		
	Storm Sewer Allowance (\$2,500)		
	Sanitary Sewer		
	Irrigation		
	Landscape - (5) Red Oaks (65 gal). Tiff 419 Bermuda (11 pallets). 2"-4" Bull Rock (16 yds). (15) Wooden Posts for Tree Staking. Weed Block (1545 sq ft)		
	Striping/Signage		
	Dewatering of any kind is NOT INCLUDED		
	Division 3	Concrete	\$94,894
		Sawcut and Pourback Full Back Area Paving for Plumbing and Electrical as Shown	
New Paving at Back of Building (1,562 SF)			
Ramps and Sidewalks - Demo Existing Front Stairs and Install New Concrete Stairs. Front Elevated Concrete. Front ADA Ramp			
Sawcut Paving for Site Plumbing and Electrical (includes sawcut for new electrical at islands)			
Curbs and Stamped Concrete Island			
Bollard			
Division 4	Masonry	\$1,900	
	Exterior Wall Infill		
Division 5	Metals	\$52,000	
	Ramp and Railings		
	(4) Canopies		

Division 6	Woods & Plastics SCOPE NOT INCLUDED	\$0
Division 7	Thermal & Moisture Assumes Existing Roof to Remain - SCOPE NOT INCLUDED	\$0
Division 8	Openings Doors Frames and Hardware. Includes Sawcut of Existing Wall for New Opening Storefront and Glazing	\$56,345
Division 9	Finishes Walls Demising Wall Ceilings SCOPE NOT INCLUDED Paint Paint - Power Wash and Paint Existing Stucco Walls and Soffits. Paint Existing Brick Accent Trim. Paint Existing Metal Coping. Re-paint Existing Canopies. Paint Pipe Bollard. Paint New Hand and Guard Railing. Paint Hollow Metal Doors and Frames Flooring SCOPE NOT INCLUDED	\$13,850
Division 10	Specialties Fire Extinguishers	\$500
Division 11	Equipment SCOPE NOT INCLUDED	\$0
Division 12	Furnishings SCOPE NOT INCLUDED	\$0
Division 13	Special Construction Fire Alarm - SCOPE NOT INCLUDED Fire Sprinkler - SCOPE NOT INCLUDED	\$0
Division 14	Conveying Systems SCOPE NOT INCLUDED	\$0
Division 15	Mechanical HVAC SCOPE NOT INCLUDED	\$0

	Plumbing	\$54,780
	Plumbing as Shown. Includes Grease Trap Without Liner	

Division 16	Electrical	\$82,241
	Electrical as Shown	

	Contractor Fee	\$22,837
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	State Remodel Tax	\$41,880
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	Total	\$ 549,519
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MS Texas City Estimate R1 Alternates

7/22/25

No.	Division	Description	\$	
A1	Division 02	Demo Individual Sawcut and Pour Back for Site Sanitary and Electrical. Assumes Existing Back Paving Area Remains (Need to confirm with engineer that these existing grades will work with new grades). DEDUCT FROM TOTAL	\$	(31,665)
A2	Division 02	Utilities 75' Sanitary Extension per Sketch. ADD TO TOTAL	\$	5,115
A3	Division 15	Mechanical (2) 5 Ton RTU's. Does Not Include Ductwork. Includes Roof Supports, Penetrations and Curbs. Includes Power to Units (Need to confirm RTU model for gas/electrical requirements). ADD TO TOTAL	\$	46,000



MARATHON REPUBLIC
FEDERAL CREDIT UNION
3210

jiffy lube



TCEDC Agenda

6. e.

Meeting Date: 10/15/2025

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Janice Johnston for property located at 905 Hwy 3 N., Texas City (Independence Village). The applicant is requesting assistance for a new street sign, which she hopes will increase visibility for first responders as well as potential clients.

Per the attached estimates, the total cost of the proposed sign is \$12,753.33. A 50% match for this amount would be \$6,376.67. Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve Business Improvement Grant (BIG Grant) for new signage at 905 Hwy 3 N. in an amount not to exceed \$6,376.67.

ALTERNATIVES CONSIDERED

Attachments

- BIG Grant - Independence Village
- Letter of support - Board
- Existing Sign- IV
- Exterior- IV

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

The Independence Village (HRA Village Inc)

Business Address: 905 Hwy 3 N. Texas City, TX 77590

Business Contact: Janice Johnston

Number of full-time or part-time employees: FT 8 PT 10

Annual operating budget: \$802,000

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes No

Is your property in a non-residential zone? Yes No

Have all owed property taxes been paid for this property? Yes No

Is the property subject to any liens held by the City? Yes No

Can you provide sufficient proof of ownership of the property? Yes No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

Yes No

Have you received a grant for this property within the last 12 months? Yes No

If awarded, can you provide a current W-9 for the business? Yes No

Application continues on Page 2.

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping	Code Compliance (City/IBC/Energy)
Tree Removal	Fire Suppression Systems
Fencing	Exterior/Façade Materials
Parking/Driveway reconstruction/resurfacing	Exterior Lighting
Demolition	Pavers/sidewalk improvements

Please provide a brief description of your business, services provided, etc.:

We are a non-profit assisted living facility providing affordable housing for adults with developmental or physical disabilities.

Services include daily living support and ongoing health + wellness activities

24/7.
Please describe the project/effort or expansion to be supported by this grant:

Clear, visible street signage is essential for locating the village. Timely response from emergency personnel is crucial to be accessible and safe at all times.

Please provide a summary of the costs/expenses associated with this event:

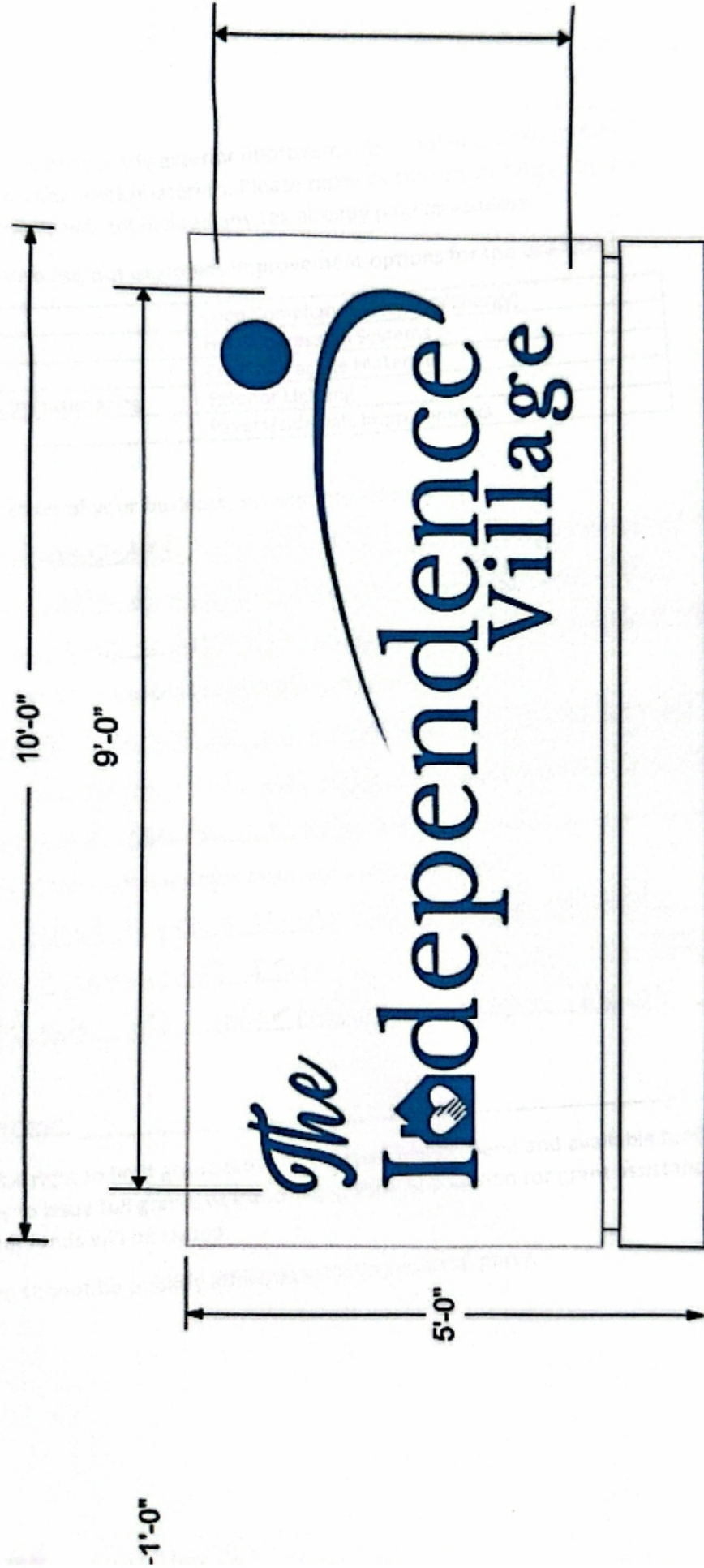
We are seeking grant funding to install double-sided, weather resistant signage. estimated cost of 12,753.33 with additional cost for solar lighting ^{LEP} approx. \$300.00

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be publicly affiliated with any political party.

Front and Back View



fastsigns.com/257

Payment Terms: Cash Customer

Created Date: 5/20/2025

DESCRIPTION: Custom Monument Sign (5'x10')

Bill To: Independence Village
905 State Hwy 3 N
Texas City, TX 77591
US

Installed: Independence Village
Janice Johnston
905 State Hwy 3 N
Texas City, TX 77591
US

Requested By: Janice Johnston
Email: jjohnston@ivillagecity.org
Work Phone: (409) 682-5500
Cell Phone: (409) 682-5500
Tax ID: File in MOF

Salesperson: Hunter Guidroz
Email: hunter.guidroz@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Setup & Layout	1	\$143.33	\$143.33
1.1	Graphic Layout & Proofing - Design			
2	Custom Synthetic Stucco Monument Sign	1	\$11,050.00	\$11,050.00
2.1	Custom Sign Product - Text: SM #07 Synthetic Stucco Monument Sign, (5'x10"x12") Includes a one color Stucco spray finish. Raised & Painted Stucco text/graphics ***Price is estimated and would be finalized upon approval of design***			
3	Permit Acquisition	1	\$300.00	\$300.00
3.1	Permit Acquisition -			
4	Permit - City of Texas City	1	\$0.00	\$0.00
4.1	Permit - cost TBD - payable upon receipt			
5	Installation	1	\$1,260.00	\$1,260.00
5.1	Installation - Installation of Monument Text: 905 State Hwy 3 N Texas City, TX 77591			

EXPIRATION: Estimate Valid for 15 Business days from creation date.

PAYMENT: Our company requires that orders under \$500.00 be paid in full

Subtotal:	\$12,753.33
Taxes:	\$0.00
Grand Total:	\$12,753.33



October 1, 2025

Attn: Texas City Economic Development Committee,

The HRA Village Inc. (dba The Independence Village) submitted a Business Incentive Grant request for signage for the address: **905 Highway 3 North, Texas City, TX 77591**. The Village is owned and operated by the Board of Directors. The Board of Directors has final approval of any improvements to the property. We will work together with Texas City Engineering & Planning Department to be up to code to be granted this request.

The Independence Village has been in business for 33 years as a non-profit organization. Please let us know if you need any other documentation for this request.

Sincerely,

Janice Johnston
Executive Director
The Independence Village



Independence
VILLAGE
905 Hwy 3 North
←



Independence
VILLAGE
Assisted Living for the
Mentally and Physically Challenged
409-935-4335

TCEDC Agenda

6. f.

Meeting Date: 10/15/2025

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount not to exceed \$15,000.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from The Strand Hair and Beauty Bar for the property located at 3521 Palmer Highway. The applicant is requesting assistance for storefront signage. Per the attached estimate, the total cost of the new sign would be \$5,129.50. A 50% match of this amount would be \$2,564.75.

Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Consider approval of a Business Improvement Grant (BIG Grant) in an amount not to exceed \$2,564.75.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant - Strand

Letter of support - Owner

Sign estimate

Business Exterior- Strand

Business Exterior 2- Strand

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

The Strand Hair + Beauty Bar
Business Address: 3521 Palmer Hwy.
Business Contact: Pam Germany
Number of full-time or part-time employees: 5
Annual operating budget: appx \$65,000

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes [] No

Is your property in a non-residential zone? Yes [] No

Have all owed property taxes been paid for this property? [] Yes No

Is the property subject to any liens held by the City? [] Yes No

Can you provide sufficient proof of ownership of the property? Yes [] No

Is the property in violation of any provisions of the Texas City Code of Ordinances?
[] Yes No

Have you received a grant for this property within the last 12 months? [] Yes No

If awarded, can you provide a current W-9 for the business? Yes [] No

Application continues on Page 2.

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping	Code Compliance (City/IBC/Energy)
Tree Removal	Fire Suppression Systems
Fencing	Exterior/Façade Materials
Parking/Driveway reconstruction/resurfacing	Exterior Lighting
Demolition	Pavers/sidewalk improvements

Please provide a brief description of your business, services provided, etc.:

The Strand Beauty Bar offers salon services, barber, cut/color, shampoo, style

Please describe the project/effort or expansion to be supported by this grant:

Signage for storefront

Please provide a summary of the costs/expenses associated with this event:

total cost of new sign is \$5,129.50

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be publicly affiliated with any political party.



August 19, 2025

Via Email: keyara.germany@gmail.com

The Strand Hair & Beauty Bar
1909 Miramar Green Street
Seabrook TX 77586
Attn: Keyara Germany

Re: The Strand Hair & Beauty Bar: 3401-3567 Palmer Highway, Texas City, TX 77590– **Texas City Bay**

Dear Tenant,

This letter serves as Landlord approval of your building sign included on the following page. The sign renderings are in line with the Brixmor Sign Criteria package. Please proceed with having the sign placed on your storefront.

If you have any questions you can contact Jason Provda, Senior Property Manager, Jason.Provda@brixmor.com or Administrative Assistant, Rosy Arias 713-660-4340 via email Rosy.Arias@Brixmor.com.

Brixmor Property Group

Sincerely,

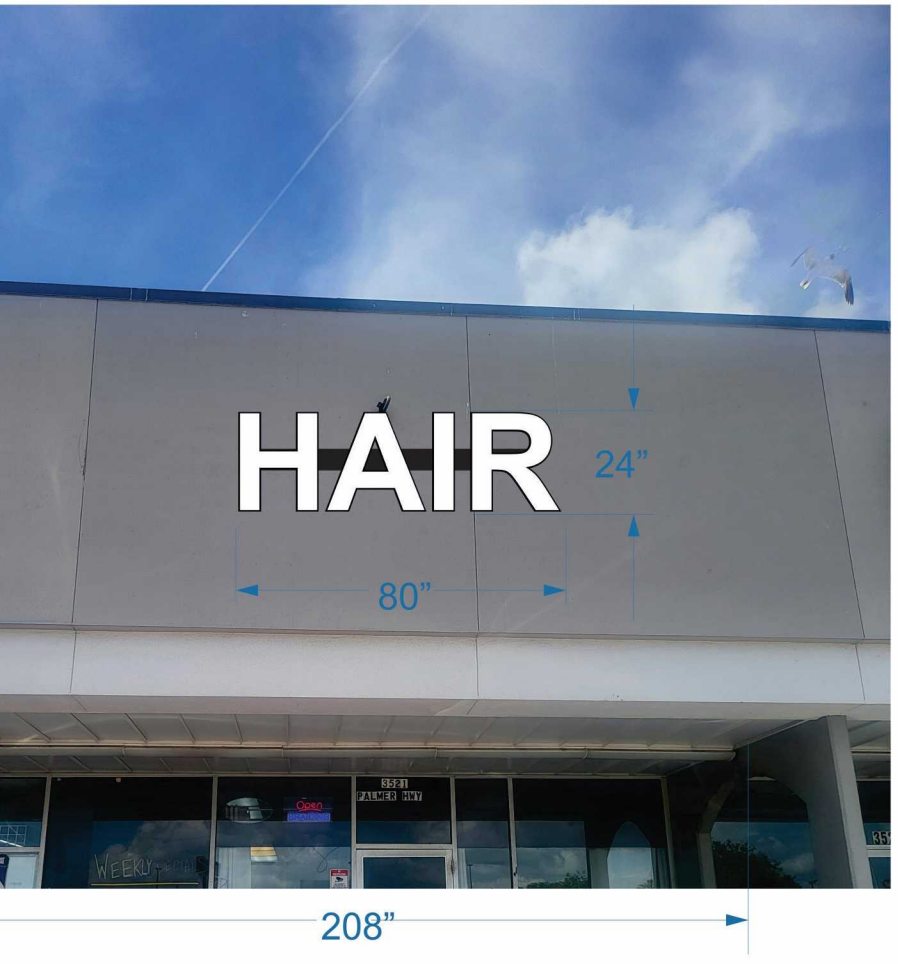
Jason Provda

Jason Provda, Senior Property Manager
Brixmor Property Group

END HAIR

company policy for all drawings to be approved by the customer. Approval indicates that all Sizes, Colors, Quantities, Spelling, and Materials are correct and ready for production. The company is not held financially responsible for failure to thoroughly check the proof.

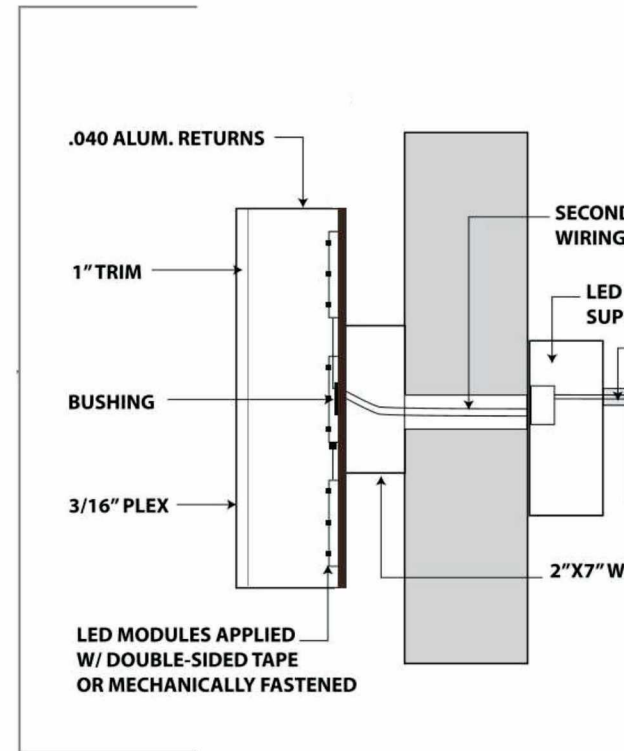
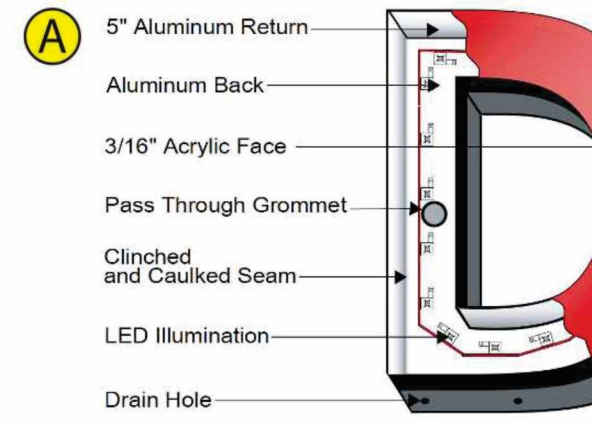
“HAIR” white plexiglass (7328) internally lit with LED 6400k white returns & 2” X 7” Wireway/Raceway painted Dark Bronze #313



Information: Assembly installed with 3/8" all-thread, through letter & raceway, with 2" spacers

TYPICAL FABRICATION DIAGRAM

LED CHANNEL LETTER FRONT



	Client Name: The Strand Hair	Start:	Owner: <i>Kenyon</i>
	Location: Texas City	Last Revision:	Sales Manager: <i>Danniele</i>
		Job #:	Graphic Designer:
		Drawing #: 1	

ALL SIGNS ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF Creative and CAASCO Signs, AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM Creative and CAASCO Signs.

CREATIVE & CAASCO SIGNS INC.

2719 Texas Ave
 Texas City TX 77590
 Ph# 409 945 4929

ESTIMATE

Date	Estimate #
7/22/2025	23387

Name / Address
The Strand Hair & Beauty Bar

Ship To
KEYARA GERMANY thestrandbeautybar@gmail.com

P.O. No.	Terms

Description	Qty	Rate	Total
12" " THE STRAND HAIR " channel letters on raceway	1	3,800.00	3,800.00T
Install - Electrical	1	450.00	450.00T
Permit Acquisition Fees	1	150.00	150.00
Actual cost of permit - TBD by city	1	0.00	0.00
ENGINEER STAMP	1	350.00	350.00T

Subtotal		\$4,750.00
Sales Tax (8.25%)		\$379.50
Total		\$5,129.50

ARTER TO TEN



H&R BLOCK

CROWN



NASA LIQUOR 2

QUARTER TO TEN

H&R BLOCK

CROWN DENTAL

NAI'S SPA



TCEDC Agenda

6. g.

Meeting Date: 10/15/2025

Approve use of Economic Development Corporation funds for engineering services related to the Central Park Boulevard project.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve use of Economic Development Corporation funds for engineering services related to the Central Park Boulevard project.

BACKGROUND

During FY21, ARRK Engineers designed and produced plans for the Central Park Boulevard extension project, with the purpose of constructing a roadway connecting Century Boulevard to FM 2004 on TCEDC-owned property. When the original project concept was developed, the TCEDC earmarked funding for the project, but other priorities ultimately superseded the engineering and construction.

The scope of the proposed project is described in Exhibit A attached to this item. The proposed project is an extension of Central Park Boulevard from Century Boulevard to FM 2004. The finished project – a four-lane boulevard of approximately 3,500 linear feet – would include concrete pavement, grass medians, curbs, and underground storm sewer. In addition to the roadway, the project includes new offsite outfall ditches and storm sewer totaling approximately 2,200 linear feet. The project does NOT include the extension of water or sewer mains, which would be the responsibility of the future developments along the boulevard. This is consistent with prior development policies and practices of Texas City.

The construction of the project will be partially funded with \$4.2 million from the 2025 Galveston County bond proceeds. Based upon current estimates, there is a construction funding gap of \$2.2 million. Therefore, the total funding commitment request from the TCEDC is for \$2,610,750. The near-term need is for \$410,750 to fund the engineering services for the project. The timeline for the construction-related funding could be nine to 12 months in the future.

The current request is to approve the use of \$410,750 to support engineering costs for this project. Funds are available in the City of Texas City's FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCEDC fund allocation of \$410,750 for engineering services related to the Central Park Boulevard project.

ALTERNATIVES CONSIDERED

Attachments

Central Park Blvd - Phases 1 and 2

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 20___, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$410,750.00** for Design Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced

under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.
Consultant

BY: Madhu Kilambi
MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
Director of Finance



ATTACHMENT "A"

September 8, 2025

Mrs. Kim Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F. Lowry Expy
Texas City, TX 77591

Re: Proposal for Engineering Design Phase Services for City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**"

Dear Mrs. Golden:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design services for the construction of a roadway extension in the City of Texas City that will connect FM 2004 to Century Boulevard, totaling approximately 3,500 linear feet of new roadway. The roadway design is proposed to be a four-lane boulevard with concrete pavement, grass medians, curbs, and underground storm sewers. In addition to the roadway, the project includes new offsite outfall ditches and storm sewer totaling a length of approximately 2,200 linear feet. The estimated construction cost of the roadway construction and drainage items is \$6.4 million (includes a 5% construction cost contingency).

The original plan of the City was to design and construct Central Park Boulevard improvements in two phases as described below.

- **Phase 1** improvements included the design of half the boulevard section (2-lanes) and associated drainage. Estimated Construction cost of \$5.4 million (Includes 5% construction contingency)

- **Phase 2** improvements to include the design of the 2nd Central Park Boulevard lanes (additional 2-lanes – total 4-lanes) and constructed a later date. Estimated Construction cost of \$1.0 million (Includes 5% construction contingency)

The design of the Phase 1 improvements was completed by ARKK in 2021, and the project was not constructed. It is City's desire that the improvements to Central Park Boulevard be constructed at one time i.e., Phase 1 and Phase 2 construction to occur as part of a single construction package.

This proposal addresses the engineering design related to Phase 2 improvements(second half of the boulevard) and a re-evaluation of the Phase 1 design that will also include coordination with all utilities (gas, electric) and petrochemical pipelines; coordination and permitting approvals from Galveston County Drainage District No. 2, TxDOT (FM 2004 tie-in) and other adjustments needed to finalize the design. Limited topographic survey of the sections where improvements have occurred (drainage ditch and Central Park/Century Blvd. intersection) since the original survey was performed in 2019 will be obtained as part of this project. Geotechnical data obtained for Phase 1 design will be utilized for Phase 2 design. This proposal does not include performing any Environmental Assessment studies for the project.

This proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical, etc.). The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.

- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed roadway alignment.
- Provide design for the roadway paving, on-site drainage, and offsite drainage ditches.
- Coordinate with other governmental entities which may be impacted by the project.
- Coordinate with Texas Department of Transportation (TxDOT) for proposed tie-in at FM 2004.
- Coordinate with Galveston County Drainage District No. 2 for proposed tie-in at FM 2004.
- Prepare project specifications and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final design documents.
- Prepare a final cost estimate for the project.

B. Special Services - Design Phase

1. **Storm Water Pollution Prevention Plan**
 - Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.
2. **Surveying Services**
 - Conduct topographic survey of the offsite ditch (950 LF) and Century Blvd/Central Park intersection (300 LF).
3. **Reproduction**

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare contract documents for execution by the successful bidder.
- Review data included in the executed contract documents provided by the Contractor and submit to City.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.

- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site

an average of 40 hours per week during the duration of active construction (10 months). ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.

- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences

or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendations of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

FEE

The fee for the services is outlined below

Design Phase Services for Phase 1: lump sum amount of	\$24,750.00
Design Phase Services for Phase 2: lump sum amount of	\$49,750.00
Surveying : Subcontractor's Cost plus 10%	\$7,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$1,500.00
Reproduction: Subcontractor's Cost plus 10%	\$1,000.00
Bid Phase Services: lump sum amount of	\$3,750.00
Construction Administration Services: lump sum amount of:	\$ 112,750.00
Construction Observation Services: Cost plus 10%:	\$ 199,750.00
*Miscellaneous Services: Hourly and Cost Plus 10%	<u>\$ 10,000.00</u>
Total Design & Construction Phase Fee:	\$410,750.00

*A budget for miscellaneous services is included. This item will only be utilized upon authorization from the City.

The anticipated construction contract duration for the project is estimated to be 300 calendar days. The construction observation budget is based on providing a project site representative an average of 40 hours/week for 300 calendar days. The fee includes hourly costs for a project site representative, and vehicle charge of \$40/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,
ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.
Senior Project Manager / Principal

Cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

TCEDC Agenda

6. h.

Meeting Date: 10/15/2025

Approve sale of TCEDC-owned property located at 920 2nd Avenue South to Tennille Inc.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve sale of TCEDC-owned property located at 920 2nd Avenue South to Tennille Inc.

BACKGROUND

Tennille, Inc. approached staff regarding the purchase of three (3) properties in 2024, including 920 2nd Avenue South. The company looked to expand its footprint and parking availability. In October 2024, with support from the Texas City Property in Trust Committee, the City Commission approved an offer by the Texas City Economic Development Corporation to purchase the property for \$17,187.50. At that time, the Mayor executed a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed.

Staff requests permission from the TCEDC Board to move forward with a sale of the property to Tennille, Inc. to purchase the property for the same purchase price, \$17,187.50.

ANALYSIS

Approve sale of TCEDC-owned property located at 920 2nd Avenue South to Tennille, Inc. in the amount of \$17,187.50.

ALTERNATIVES CONSIDERED

Attachments

920 2nd Ave S - Trustees Deed

Tennille purchase agreement

Map of Tennille/property

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

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 212TH Judicial District in Cause Numbered 18-TX-0515, styled "**County of Galveston, et al. vs. Viola Johnson, et al**" the Sheriff of Galveston County, on 4th of March, A.D., 2019, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on the first Tuesday of **April, A.D., 2019** (the same being the 6th day of said month), sold and conveyed the premises to **City of Texas City**, as Trustee for itself and for **County of Galveston, College of the Mainland and Texas City Independent School District** for the sum of **Five Thousand Six Hundred Thirty and 00/100 Dollars (\$5,630.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** provides that the Mayor or Presiding Officer of the City of Texas City will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Texas City Economic Development Corporation, of 1801 9th Avenue North, Texas City, TX 77590** ("GRANTEE"), the following described real property, to wit:

LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above-described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year, if any, are to be paid by GRANTEE.

EXECUTED this the 17th day of October, 2024.

CITY OF TEXAS CITY, TRUSTEE

By: *Dedrick D. Johnson*
Hon. Dedrick Johnson
MAYOR OF CITY OF TEXAS CITY

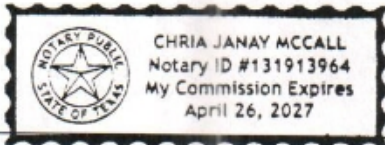
STATE OF TEXAS

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§
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COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared DEDRICK JOHNSON, as Mayor for City of Texas City, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 17th day of October, 2024.



Chria Janay McCall
NOTARY PUBLIC, in and for the State of Texas

Chria Janay McCall
Printed or Typed Name of Notary

**RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM**

Cause Number **18-TX-0515** on the docket of the **212th** District Court
GALVESTON COUNTY, ET AL. VS. VIOLA JOHNSON

Property Account Number: **225437 (7030-0230-0006-000)**

Legal Description: **LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on April 2, 2019 for **\$5,630.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt Due At Sale</u>	<u>Actual Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 122.37	\$ 123.37
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2019022696)	\$ 30.00	\$ 30.00
(3) Attorney Ad Litem Fees to "Jeffrey Kilgore" 164 Bora Bora, Galveston 77554	\$ 700.00	\$ 700.00
(4) Court Costs to "Galveston County District Clerk"	\$ 563.00	\$ 563.00
(5) Title Search Fees to "Estate of Lyn Wingert"	<u>\$ 250.00</u>	<u>\$ 250.00</u>
	\$ 1,665.37	\$ 1,665.37
 <u>Taxing Entity Distribution</u>		
	<u>Taxes Due at Original Sale</u>	<u>Resale Share/(Loss)</u>
to "COUNTY OF GALVESTON"	\$ 1,028.34	\$ 3,414.87
to "TEXAS CITY INDEPENDENT SCHOOL DISTRICT"	\$ 2,501.40	\$ 8,381.95
to "CITY OF TEXAS CITY"	\$ 733.73	\$ 2,483.54
to "COLLEGE OF THE MAINLAND"	<u>\$ 397.19</u>	<u>\$ 1,241.77</u>
	Subtotal \$ 4,660.66	\$ 15,522.13
CAD VALUE: Land \$10,940 Imp. \$000.00	Grand Total \$ 6,326.03	\$ 17,187.50

FILED AND RECORDED

Instrument Number: 2025026841

Recording Fee: 41.00

Number Of Pages: 6

Filing and Recording Date: 06/10/2025 10:06AM

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



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____
- C. Sales Price (Sum of A and B)\$ _____

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 20____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

(Address of Property)

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: () _____

Phone: () _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment

- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-16. This form replaces TREC NO. 9-15.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

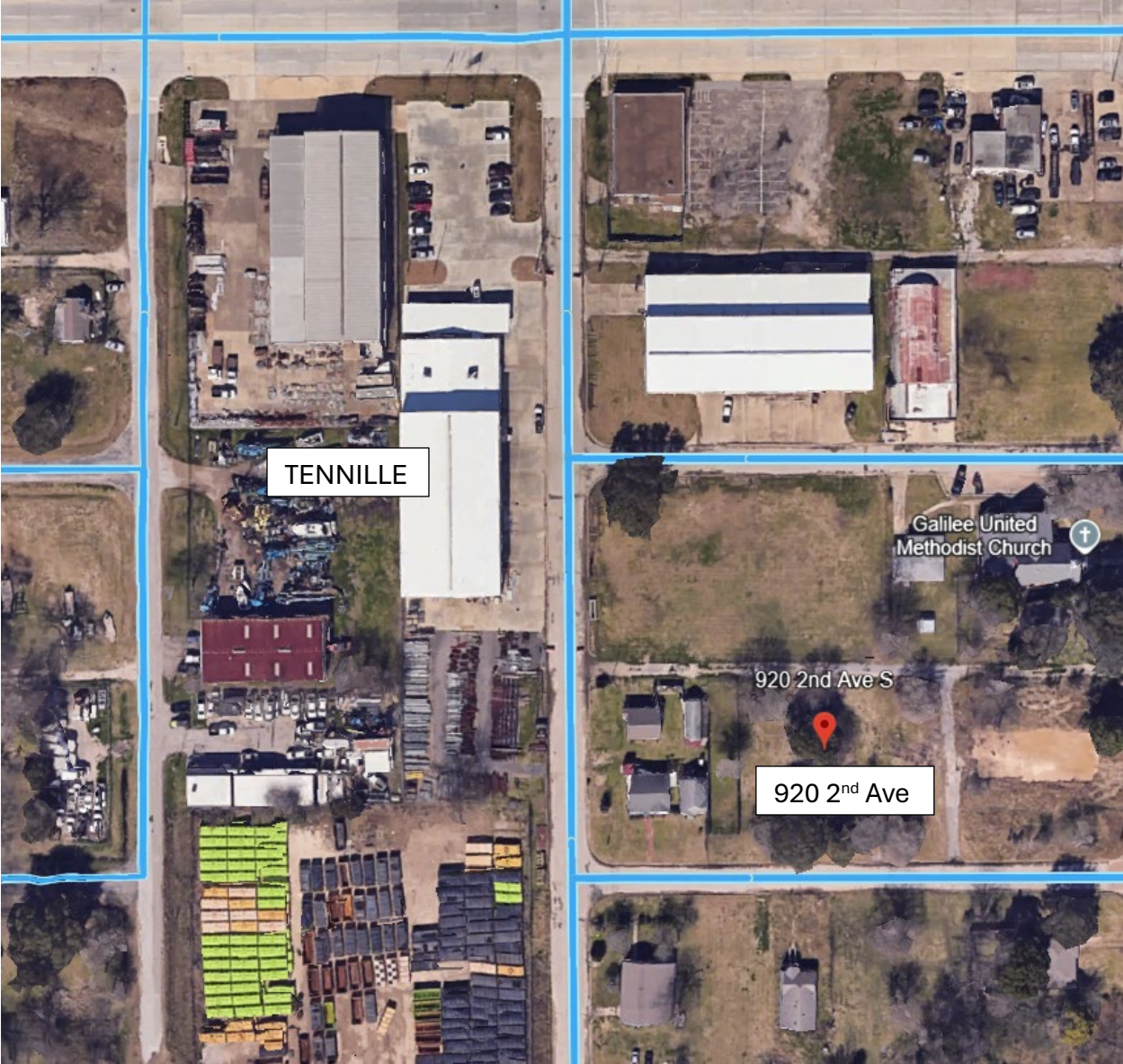
ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____





TCEDC Agenda

6. i.

Meeting Date: 10/15/2025

Approve allocation for the purpose of beautifying the 6th Street Community Plaza area.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve allocation for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.

BACKGROUND

After years of work on the part of the Economic Development Corporation and City staff, the 6th Street Community Plaza has officially opened to the public and has received very positive public feedback. During the August 2025 EDC meeting, the Board also approved a property purchase expanding the footprint of the park and creating open greenspace for attendees to enjoy.

Staff has received support from the business immediately adjacent to the new greenspace – Gold Star Finance – to place a large mural on their exterior wall that faces the plaza. In order to place the mural on the wall, maintenance must first be conducted on the wall to include pressure washing, cleaning, and installation of a new mortar skim coat. Generocity Services, Inc. – CHOICE PARTNERS Contract #23/016MR-17 – has submitted a proposal to complete the work for \$22,985. Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve allocation for the purpose of beautifying the 6th Street Community Plaza area in preparation for mural placement.

ALTERNATIVES CONSIDERED

Attachments

Wall prep proposal

Mural concept and current wall



Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Glenn Riske
Job Address:
704 6th Street North
Texas City, Tx 77590

Print Date: 8-12-2025

Proposal for City of Texas City Mural Wall Prep

Dear Mr. Riske,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #23/016MR-17 and excludes proprietary vendor and owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

Scope:

- Mobilize all equipment, tools, and materials onsite
- Provide scaffolding for the duration of the project
- Pressure-wash left elevation of building to prep for skim coat (approx. 100'x16')
- Provide and install new mortar skim coat up ½" thick to provide a clean paintable surface for city mural (approx. 100'x16')

Note: Work to be performed during normal business hours.

Excludes: Waterproofing, and any work outside of this proposal

Buildertrend Default

Items	Description	Price
Mural wall prep and mortar skim coat	Total Cost	\$22,985.00

Unassigned

Items	Description	Price
RS Means		\$0.00
Houston CCI .99		\$0.00
Choice Partners .84		\$0.00
Discount		\$0.00

Total Price: \$22,985.00

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, or the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational

requirements, etc. required by the Client, then changes may require additional costs.

3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on th inquire drawings, o that is specifically named of directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

- 1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
- 2. On/off-site detention are not included.
- 3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
- 4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime o holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

- 1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
- 2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requite shipments are made at currant pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
- 3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
- 4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
- 5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
- 6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
- 7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
- 8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
- 9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

MURAL CONCEPT – NOT NECESSARILY THE FINAL DESIGN



TCEDC Agenda

6. j.

Meeting Date: 10/15/2025

Approve update to Phoenix Business Accelerator eligibility requirements.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve an update to Phoenix Business Accelerator eligibility requirements.

BACKGROUND

In April 2025, the Phoenix Business Accelerator officially opened to the public. It was created in accordance with the “Pathways to Prosperity” strategic plan, and planned to serve new businesses within their first one to three years of operation.

Since the official opening, the Phoenix has welcomed three clients – one enterprise office member and two “cubby” members. Upon review of the information gathered from tour participants at the facility, only 15% meet the requirements outlined on the application form, with the primary reason being that their business or LLC had been active for longer than three years.

Staff is proposing that the Economic Development Corporation Board consider relaxing the requirement that limits businesses to three active years or less for acceptance. While preference could still be given to young businesses, this would allow for more small businesses that are ready to scale up to consider Texas City.

ANALYSIS

Approve an update to Phoenix Business Accelerator eligibility requirements to allow membership to businesses beyond three years in age.

ALTERNATIVES CONSIDERED

Attachments

Phoenix application



New Member Application

Name: _____

Address: _____

City: _____ State: _____ Zip code _____

Phone Number: () _____ - _____

Email: _____

Company Email: _____

Name of company: _____

***Below, please select the type of business that you have registered with the state of Texas. Please also provide the associated certificate with this application.**

201	Certificate of Formation for a For-Profit Corporation	<input type="checkbox"/>
202	Certificate of Formation for a Nonprofit Corporation	<input checked="" type="checkbox"/>
203	Certificate of Formation for a Professional Corporation	<input type="checkbox"/>
204	Certificate of Formation for a Professional Association	<input type="checkbox"/>
205	Certificate of Formation for a Limited Liability Company	<input type="checkbox"/>
206	Certificate of Formation for a Professional Limited Company	<input type="checkbox"/>
207	Certificate of Formation for a Limited Partnership	<input type="checkbox"/>
	N/A- Not yet registered	<input type="checkbox"/>
	DBA	<input type="checkbox"/>

Please add your Business Tax ID _____ (or) EIN# _____

Description of your business:

How long have you been in this business? _____

Number of employees? : _____

If approved at the Phoenix, what would be your business hours?

Which of the levels below best describes where your company is today?

Level 1- Build/Seed Level 2 - Launch/Early Level 3 - Compete/Growth Level 4 - Manage Level 5 - Scale/ Exit

How has your company been funded to date? (circle all that apply)

Self-funded Family & Friends Seed Series A Series B Series C

Crowdfunding SBA Loan Angel Investment Grants

Currently seeking funding

Not seeking funding

What is your business mission statement?

What do you hope to gain from time in the accelerator?

What are some topics you would hope to learn about in the Small Business Success Series? * (Monthly educational opportunities **free** of charge) *

1. _____
2. _____
3. _____
4. _____
5. _____

Do you have copies of flyers for this business? (If so, please attach copies)

Yes or No

**** Any client wishing to store inventory must carry commercial insurance in an amount greater than or equal to the inventory value to be stored. ****



***Social media outlets**

Professional:

Facebook: _____

LinkedIn: _____

Business Website: _____

Personal:

Facebook: _____

LinkedIn: _____

Other: _____

Please confirm you meet all the qualifications below. (Check all that apply)

I have not operated my business for more than 3 years. If so, how long?	<input type="checkbox"/>
I will not have more than 4 employees in my office.	<input type="checkbox"/>
I will not conduct any physical sales from this facility.	<input type="checkbox"/>
I have completed my background check packet.	<input type="checkbox"/>

***All applicants must complete a background check packet**

Have you ever been convicted of a felony or misdemeanor? (Yes or No) If so, please describe.



***All applications must be submitted with a full business plan, including marketing strategies, advertising goals, operating budget, and any relevant information on planned business development.**

TCEDC Agenda

6. k.

Meeting Date: 10/15/2025

Approve easement of TEDC-owned property for construction of a sanitary sewer force main.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve easement of TEDC-owned property for construction of a sanitary sewer force main.

BACKGROUND

The City Commission approved a master plan for the development of Lago Mar East Subdivision at its meeting on June 18, 2025. The master planned community is located on 1,167 acres east of I45 and north of the east extension of Holland Rd and will develop 1,973 single family homes and 62.9 acres of commercial property. Providing the approved development with sanitary sewer service requires the extension of a 16-inch force main from the site to existing facilities at 25th Ave N. A copy of the staff report is attached for reference. The force main is designed with additional capacity to serve more than LME alone. An additional 350 acres adjacent to the east of the planned community and property owned by the Dickinson ISD will be served by the force main.

An easement is required from the TCEDC along FM 2004 for construction of the 16-in force main per the attached route map. The TCEDC previously approved the donation of an easement for another section of the 16-in force main which is co-located in a joint trench with the 24-inch force main project constructed for development on in the west side of Lago Mar Planned Unit Development.

Construction of the 16-inch force main is being funded by the developer of Lago Mar East Subdivision through the MUD District No. 58. Upon completion of construction, and after inspection and testing, the developer/MUD will donate the force main to the City of Texas City for acceptance, operation and maintenance as part of the municipal sewer system. Staff recommends approval of the easement described above.

ANALYSIS

Consider approval of an easement of TEDC-owned property for construction of a sanitary sewer force main.


ALTERNATIVES CONSIDERED

Attachments

Staff report - LM East sanitary sewer

STAFF REPORT

TO: Planning Board – Regular Meeting May 19, 2025

From: Kim Golden, P.E., City Engineer 

CC: Doug Kneupper, P.E., Consulting Engineer

Date: May 17, 2025

RE: Lago Mar East Subdivision - Master Plan and Addendum to Development Agreement

Background: The applicant is Quiddity Engineering on behalf of the Owner, Glenmont Development, and the Developer, 545 Lago Mar East Development, Ltd. The application presents a subdivision master plan for the development of 1,973 single family lots of mixed sizes and 62.9 acres of commercial/retail development. The project is located in and subject to the Lago Mar PUD and to the Development Agreement dated October 19, 2005, between the City of Texas City, TX and Land Tejas Companies, Ltd. Land Tejas Companies is the predecessor in interest to the developer, 545 Lago Mar East Development.

Requested Action: Conditional approval of a subdivision master plan for the Lago Mar East Subdivision, a 1,167-acre development which proposes to develop 1,973 single family lots and 62.9 acres of commercial development in four phases. Applicant seeks conditional approval of the Master Plan to allow it to move forward with development of Phase I. The proposed conditions stated in Exhibit A to a proposed Assignment and Addendum to the Development Agreement are acceptable to the Developer, with an understanding that the conditions may be revised with the agreement of Texas City as outstanding concerns and issues are resolved.

Existing Conditions: The subject location is situated east of the I-45 Gulf Freeway and adjacent to the frontage road. It is south of Hughes Rd and north of the future projection of the east extension of Holland Road. The construction of Holland Rd east extension is necessary to provide access to Phase I of the master plan.

The subject property is located in the Lago Mar PUD and in the Lago Mar TIRZ. It will be annexed into GCMUD 58 upon activation of the MUD and execution of a utility service agreement with Texas City.

Staff Analysis: The project lies within the limits of the Lago Mar PUD, a master-planned residential development that will ultimately contain approximately 4,000 lots. This is the second master plan presented for approval on the east side of the development, Beacon Point at Lago Mar being the first. A revised Master Plan for the remaining portions of Lago Mar residential was approved by the City on August 19, 2020. Under this zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. The proposed

master plan for Lago Mar East is largely compliant with the requirements of the approved PUD.

The land plan in the Master Plan proposes to develop a variety of lot sizes as shown in the table below. The lot mix for Phase I development is also shown in the table.

Lot width	40ft	45t	50ft	60ft	65ft	70ft	75ft	Totals
Total # of lots	144	281	587	436	50	42	24	1973
% of lots	7.3%	14.2%	29.8%	22.1%	2.5%	2.1%	1.2%	100%
Phase I lots		111	199	126	117		24	577
% of lots		19.2%	34.5%	21.8%	20.3%		4.2%	100%

An important component to a viable residential development is providing parks and meaningful open spaces. The Lago Mar PUD requires "resort quality" park amenities. The parks shown are of adequate size and located somewhat central to the development. The parks should be introduced to the subdivision relatively early, and the features and amenities provided in each park identified with specificity. Park and amenity design and designation should pace the platting and development of the residential lots to ensure timely implementation.

The approved PUD and Development Agreement includes the project location within the boundary of the Homeowner's Association that is responsible for maintenance of parks and common areas throughout the Lago Mar PUD. The HOA document includes strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision for Phase I (577 lots) is currently planned to be from the I-45 Gulf Freeway via an east extension of Holland Rd. Development and cost of Holland Rd construction will be at developer's cost and shared with the developer of Beacon Point at Lago Mar through the MUD districts. The MUD boundary line is the centerline of the Holland Rd east extension.

Temporary and permanent connection of the Holland Rd extension to the I-45 Gulf Freeway is being negotiated with TxDOT. The TxDOT contractor for the I-45 Gulf Freeway Expansion Project (Williams Brothers) has exclusive use of the jughandle/bell curve which previously connected to the Holland Rd bridge over the I-45 Gulf Freeway.

The bridge has been removed and replaced with an underpass which connects Holland Rd to the north bound frontage road at a T-intersection. Developer is negotiating temporary access through reconstruction of a portion of the jughandle with TxDOT. Plans have been prepared for the reconstruction and processed through TxDOT approval process. An agreement has not yet been reached for temporary access to the I-45 Gulf Freeway through the jughandle/bell curve. **Reconstruction of the jughandle/bell curve to provide temporary access until a permanent connection to the I-45 Gulf Freeway is a recommended condition to approval of the Master Plan.**

The Gulf Freeway Expansion project does not include the construction of an east approach or connection of Holland Rd to the I-45 Gulf Freeway. Plans have been prepared to add the construction of the east approach to the TxDOT project as a change order. The change order has not yet been approved. A recent change in personnel at the TxDOT Houston District office is impacting the change order process. At this time, it is unknown whether or when TxDOT will add the construction of an east approach for Holland Rd to the Gulf Freeway expansion project. **Construction of such an east approach for Holland Rd to connect to the I-45 Gulf Freeway to provide permanent access is a recommended condition to approval of the Master Plan.**

A second independent point of access will be required for the full build out of the 557 lots in Phase I. Permanent alternatives are the construction of the spine road to connect with Hughes Rd and the east extension of Holland Rd to connect with FM 2004. Developer anticipates those connections will not be made during the Phase I development and has proposed a temporary secondary access point to Holland Rd through the landscape reserve at a proposed cul-de-sac. The temporary access would be removed and built out as a landscape reserve upon completion of one of the proposed permanent connections.

The traffic impact analysis indicates the entry intersection at Holland Rd, and connecting intersections at Hughes Rd and FM 2004 will warrant installation of traffic signals as the area develops. Developer has agreed to provide a pro-rata portion of 25% of the estimated cost at the time of construction based upon the calculated traffic impact of the development. This commitment is one of the conditions to be memorialized in an exhibit to the agreed form for Assignment and Addendum of the Development Agreement. Developer will also provide updates to the TIA as the following connections are made: (1) connection of the spine road to Hughes Rd., (2) connection of Holland Rd to FM 2004, (3) completion of the extension and connection of Holland Rd to the I-45 Gulf Freeway in TxDOT Right of way, and (4) removal of the jughandle as a temporary connection from Holland Rd to the I-45 Gulf Freeway.

Street layout in phases II, III and IV is preliminary and may be adjusted as the roadway designs are finalized. Additional connections for existing roadways such as Utley Drive and Benoist Drive may be required. If such connection is required, the physical conditions of Utley Drive and Benoist Drive will be evaluated at the time and the

Developer shall be responsible for offsite improvements in accordance with Texas City policies. It is anticipated that some pavement repair and resurfacing will be required.

Water and sewer facilities must be extended to serve the project. Water service will extend along and from the I-45 Frontage via the east extension of Holland Rd. Off-site water improvements will include completing loops to connect to the existing water plant near the southeast corner of Beacon Point. Completion of an 18-inch connection under I-45 will also be made to loop with the water supply on the west side of I-45. The extension of sewer facilities will include the construction of at least three lift stations and the extension of force mains as necessary to connect with the existing collection system. Construction of sections of the offsite force main have been coordinated with the city project which is extending the 24-inch force main to serve Lago Mar. Developer has contributed funds to such project for the purpose of including sections of the 16-inch force main offsite improvements. Construction of the primary lift station and force main shall be completed in Phase I with dedication of off-site easements by developer-controlled affiliate.

Galveston County Drainage District No. 1 has reviewed and approved a preliminary drainage study for the purpose of allowing Phase I of the development to proceed. Additional drainage review and planning will be required as a condition for proceeding with the development of Phases II, III and IV. Additionally, an existing temporary syphon in Drainage Ditch 6 requires an upgrade and permanent solution. Developer has agreed to the conditions for the upgrade and permanent solution contained in the Assignment and Addendum to Development Agreement.

Recommendation: The Planning Board's role is to review and make a recommendation concerning approval of the proposed Masterplan. The Planning Board's recommendation will be presented to the City Commission which will approve, deny, or approve with modifications. The Masterplan provides the pathway for the developer to move forward with the project and submit preliminary plats, final plats, and construction plans for developing the residential sections.

As noted in the analysis, a number of issues and concerns remain in the process of negotiation and resolution with third parties relating to development of Phases II, III and IV. However, subject to resolution of the access issues with TxDOT, most of the concerns have been resolved as to Phase I. To induce Texas City to allow Phase I development to proceed, Developer has agreed to the conditions enumerated in the Assignment and Addendum to the Development Agreement. **Staff have no objection to approval of the Master Plan subject to approval of the Assignment and Addendum to the Development Agreement and conditions contained therein.**

**ASSIGNMENT OF AND ADDENDUM TO
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT OF AND ADDENDUM TO DEVELOPMENT AGREEMENT ("Assignment and Addendum") is executed and effective on _____, 2024, by and between LAND TEJAS COMPANIES, LTD., a Texas limited partnership ("Assignor") and 545 LAGO MAR EAST DEVELOPMENT, LTD., a Texas limited partnership ("Assignee"), with the CITY OF TEXAS CITY, TEXAS, joining to agree and acknowledge the additional terms, conditions, rights and obligations set forth herein.

RECITALS

A. The CITY OF TEXAS CITY, TEXAS, a home rule municipality located in Galveston County, Texas ("City") and LAND TEJAS COMPANIES, LTD., a Texas limited partnership made and entered into that certain Development Agreement dated October 19, 2005 (the "Development Agreement");

B. The Development Agreement permits the Assignor to assign its rights and responsibilities: (i) to any entity to which substantially all of its assets and its rights to proceed with development of all or a portion of the property are transferred; or (ii) to a Subdeveloper;

C. The Development Agreement defines a "Subdeveloper" to mean a developer within the Property who is developing a portion of the Property other than the Developer (i.e., Assignor);

D. On or about January 9, 2006, Assignee, acquired approximately 545-acres referred to as Lago Mar East (hereinafter the "Property");

E. Assignee has requested and Assignor has agreed to partially assign its rights as set forth in the Development Agreement with respect to and limited to the Property; and

F. Assignee acknowledges that not all of the conditions for approval of the Lago Mar East Master Plan have been met, and that to accommodate its development timeline, Texas City is moving forward with approval of the Lago Mar East Master Plan Phase I upon Developer's representation and commitment that it shall satisfy and complete the conditions enumerated in Exhibit A, and that all Texas City approvals are subject to and conditioned upon completion of said obligations.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. **Assignment and Addendum and Assumption of Agreement.** Assignor hereby partially assigns to Assignee all of its right, title and interest under the Development Agreement with respect to and limited to the Property. Assignees hereby accept such partial assignment and transfer and hereby assumes and agrees to perform all of Assignor's obligations, liabilities and duties under the Development Agreement with respect to the Property and applicable portions thereof.

2. **Special Conditions Addendum.** By executing this Assignment and Addendum, the Developer, 545 LAGO MARE EAST DEVELOPMENT, LTD, hereby agrees to and acknowledges the additional terms, conditions, rights and obligations set forth in the attached **Exhibit A** as the same apply to the development of the Property. Such terms and conditions shall run with the land and will be binding on all successors, heirs and assignees of the Property. Such terms and conditions shall be recorded in the real property records of Galveston County, Texas.

3. **Multiple Counterparts.** To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment and Addendum to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

4. **Successors and Assigns.** This Assignment and Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns.

5. **Further Acts.** Assignor agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all such further acts, bills of sale, transfers, assignments, assurances, documents, instruments and agreements as the Assignees shall reasonably request to effect the assignment, transfer and assurance unto the Assignees of the Assignor's rights in and to the Development Agreement with respect to the assigned Property.

6. **Governing Law.** This Assignment and Addendum and the rights of the Assignor and Assignees hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

7. **Modification; Entire Agreement.** This Assignment and Addendum shall not be modified, except in writing executed by both parties hereto. This Assignment and Addendum and the exhibits attached thereto shall constitute the entire agreement of the parties hereto with respect to the Assignment and Addendum and supersede all prior and contemporaneous conflicting understandings and agreements between the parties with respect to the Development Agreement. Unless specifically modified herein, all other terms and conditions of the Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Addendum in multiple copies, each of equal dignity, as of the date first provided above.

ASSIGNOR:

LAND TEJAS COMPANIES, LTD.

a Texas limited partnership

By: Land Tejas Corporation
a Texas corporation
as its general partner

By: _____
Al Brende, President

ASSIGNEE:

545 LAGO MAR EAST

DEVELOPMENT, LTD.,

a Texas limited partnership

By: _____
a _____
its general partner

By: _____

AGREED TO AND ACKNOWLEDGED for purposes of the Memorandum of Understanding this _____ day of _____, 2024.

CITY OF TEXAS CITY

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

EXHIBIT A

Exhibit A

545 Lago Mar East Development, Ltd (Developer) stipulates and agrees that not all of the Texas City conditions for approval of the Lago Mar East Master Plan Phases I, II, III and IV (the Development) have been met. To induce Texas City to accommodate Developer's development timeline, Developer has requested approval and release to move forward with Phase I of the Lago Mar East Master Plan based upon the representations and commitments from 545 Lago Mar East Development, Ltd (Developer) contained in this Exhibit A. Developer covenants to undertake and satisfy all of the conditions enumerated in this Exhibit A. It is agreed Exhibit A shall be binding upon Developer's successors and assigns, including Galveston County Municipal Utility District No. 58 ("GCMUD 58"), and that all Texas City approvals are subject to and conditioned upon completion of said obligations:

- 1) **Jurisdictional consents** - Prior to commencing development of any parts of Phases II, III or IV of the Master Plan, Developer shall obtain concurrence, consent and/or letters of no objection as follows:
 - a) City of Dickinson – connection of the proposed spine road and two other roadway extensions to Hughes Rd and the drainage system connections presented in the Master Plan.
 - b) TxDOT – concurrence in the Traffic Impact Analysis (the "TIA") and recommended improvements or mitigation measures, which improvements or mitigation measures shall be made at Developer's expense. If Phases II, III and IV are fully developed before the improvements or mitigation measures are fully constructed, such obligation is may be assigned to GCMUD 58 with written notice to Texas City.
 - c) Galveston County Drainage District No. 1 (GCDD#1) – approval of final drainage improvement plans for Phases II, III and IV.
 - d) In the event any such required consent or concurrence is not given, the Developer shall resubmit a revised Master Plan depicting no proposed improvements within the jurisdiction(s) denying such consent together with a revise TIA and revised DIA based upon such revised Master Plan layout to Texas City for review and approval and processing as an amendment to the Master Plan.
- 2) **Traffic mitigation measures** - Developer shall contribute 25% of the estimated costs for the off-site traffic mitigation measures recommended by the TIA. Such payment shall be made at the time Texas City determines it is necessary to proceed with implementation of the improvements; provided, however, that if Phases II, III and IV are fully developed before the improvements or mitigation measures are fully

constructed the Developer may assign this funding obligation to GCMUD 58 upon written notice to Texas City. Contribution amount and payment shall be based upon updated cost estimate at time of implementation and shall be due within sixty (60) days from written request by Texas City.

- 3) **TIA Updates** - Developer shall update, or, if Phases II, III and IV are fully developed before the improvements or mitigation measures are fully constructed cause GCMUD 58 to update, the Traffic Impact Analysis upon completion of development milestones at the request of Texas City, which updates shall include at least the following: (1) connection of the spine road to Hughes Rd., (2) connection of Holland Rd to FM 2004, (3) completion of the extension and connection of Holland Rd to the I-45 Gulf Freeway in TxDOT Right of way, (4) removal of the jughandle as a temporary connection from Holland Rd to the I-45 Gulf Freeway.
- 4) **Jughandle access and extension of Holland Rd through TxDOT right of way to I45 Gulf Freeway** – Developer acknowledges and stipulates that at the time of execution of this Exhibit A, the site is landlocked and Phase I does not have access to a public street as required by Texas City ordinances except through a TxDOT construction site which is controlled by the TxDOT contractor. Developer is in negotiating with TxDOT to obtain temporary access through the contractor controlled construction site via reconstruction of a previously existing “jughandle” bell curve. Developer is also negotiating with TxDOT to obtain permanent access through construction of a TxDOT approved extension from the I-45 Gulf Freeway through existing TxDOT right of way to connect with the east extension of Holland Rd as shown on the Lago Mar East Master Plan.
 - a. Developer has funded the design of the jughandle access to TxDOT standards. Developer shall be solely responsible for any cost contribution required by TxDOT for construction of the jughandle. Developer acknowledges and accepts the actual construction and acceptance of the jughandle by TxDOT and Texas City is a condition precedent for the final approval of any plats, for the recording of any plats and for the issuance of any building permits in Phase I of the Lago Mar East Subdivision.
 - b. Developer acknowledges access to Holland Rd through the “jughandle” in TxDOT right of way is temporary pending extension and direct connection of Holland Rd to the Gulf Freeway by TxDOT as part of the Gulf Freeway expansion project. The Texas City Economic Development Corporation has funded the design of the direct connection of Holland Rd to TxDOT standards. Complete construction plans have been provided to TxDOT for incorporation by change order into the I45 Gulf Freeway expansion project. The timing for the TXDOT extension is controlled by the location of the

contractor's batch plant. Also, neither TxDOT nor Texas City have confirmed any obligation to fund the construction cost. To induce Texas City to move forward with approval of the Lago Mar East Master Plan and the development of Phase I, Developer hereby agrees to be solely responsible for any cost contribution required by TxDOT for construction of the permanent connection of Holland Rd east extension to the I45 Gulf Freeway. This obligation to fund the cost of the improvements and all connections to infrastructure including water, sewer, drainage and detention in the I45 Gulf Freeway right of way may be assigned to one or more active MUDs provided such districts can be shown to have the financial capacity necessary to make the funding contributions directly to TxDOT.

- c. Developer acknowledges the jughandle is not adequate for the entire buildout of any phase of the Lago Mar East Master Plan. The parties will continue to monitor TxDOT progress and make adjustments as access conditions improve.
- d. Developer stipulates it will not object to closing and/or removal of the jughandle upon completion and connection of the extension of Holland Rd as an east approach to the I45 Gulf Freeway by TxDOT.

5) **Second independent point of access for Phase I** – The 557 lots of Phase I require a second independent point of access. The extension of the Holland Rd thoroughfare to FM 2004 is intended to be one of the alternate independent points of access for the Master Plan, as well as the un-named spine road connection from Holland Rd to Hughes Rd. It is anticipated that neither of these connections will be completed as part of Phase I. For purposes of proceeding with Phase I of the Master Plan, a second independent point of access will be provided by a temporary connection to Holland Rd through a planned cul-de-sac located west of the primary entrance into the Development. This connection will be used as a secondary access until the spine road is connected from Holland Rd to Hughes Rd during construction of Phase II. The temporary connection will be located in a temporary access easement through a planned landscape reserve adjacent to Holland Rd. It is understood that this temporary connection will have the same design requirements as any other local street in the Development and will be dedicated to the public for use as a street. Building permits will not be requested or released for any lots immediately adjacent to the temporary connection until the temporary connection is no longer required as an independent point of access. When the temporary connection is no longer required, the connection to Holland Rd will be removed by Developer and the temporary access easement will be abandoned and a permanent cul-de-sac installed per approved plans. Building permits will be

released for lots adjacent to the permanent cul-de-sac after it is installed, inspected and accepted by the City. The Developer will complete the extension of the spine road from Holland Rd to Hughes Road with the commencement of Phase II.

- 6) **Dedication of right of way and extension of Holland Road to FM 2004** – Developer shall facilitate the dedication of right of way for the extension of the Holland Rd thoroughfare from the east boundary of Lago Mar East to FM 2004 as an independent access for the development of Phases II, III and IV. Timing for Developer’s construction of the thoroughfare extension may be coordinated with the development of Phases II, III and IV and the development of the 350-acre adjacent tract. Neither the obligation to dedicate the right of way nor the obligation to build the connector shall be conditioned upon annexation of the 350-acre adjacent tract into the Lago Mar PUD.
- 7) **Lift station and offsite force main** - Primary lift station and force main to be completed in Phase I with dedication of offsite easement by developer-controlled affiliate.
- 8) **Roadway layout - Spine Rd collector** - The agreed cross section for the spine road collector shall be 120 ft comprised of an 80ft right of way with a 20ft landscape reserve on each side and 10ft wide concrete multiuse path to be constructed within the right of way. The multiuse path shall connect to the signature park. Developer may elect for the constructed cross section may top be an undivided collector with 36ft minimum pavement width to include striped left turn lanes at intersections with cross streets. The cross streets shall have divided boulevard entries with identifying signage for each neighborhood/village. The spine road may be constructed in two phases with a paved turnaround to be installed and maintained by Developer at the north terminus of the first phase. The spine road shall be constructed and connected through to Hughes Rd no later than the completion of development of Phase II of the approved Master Plan.
- 9) **Roadway layout – connection and offsite improvements to Utley Drive and Benoist Drive** – The 141 proposed lots in the northeast corner of Phase II will require a second access point which may be satisfied by connection with Utley Drive. If such connection is required, the physical conditions of Utley Drive and Benoist Drive will be evaluated at the time and the Developer shall be responsible for offsite improvements in accordance with Texas City policies. It is anticipated that some pavement repair and resurfacing will be required.
- 10) **Existing temporary syphon on Ditch 12** – Galveston County Drainage District No. 1 (“GCDD#1) and Galveston County Municipal Utility District No. 54 (“GCMUD 54”) have entered into that certain Interlocal Agreement dated June 1, 2014, governing

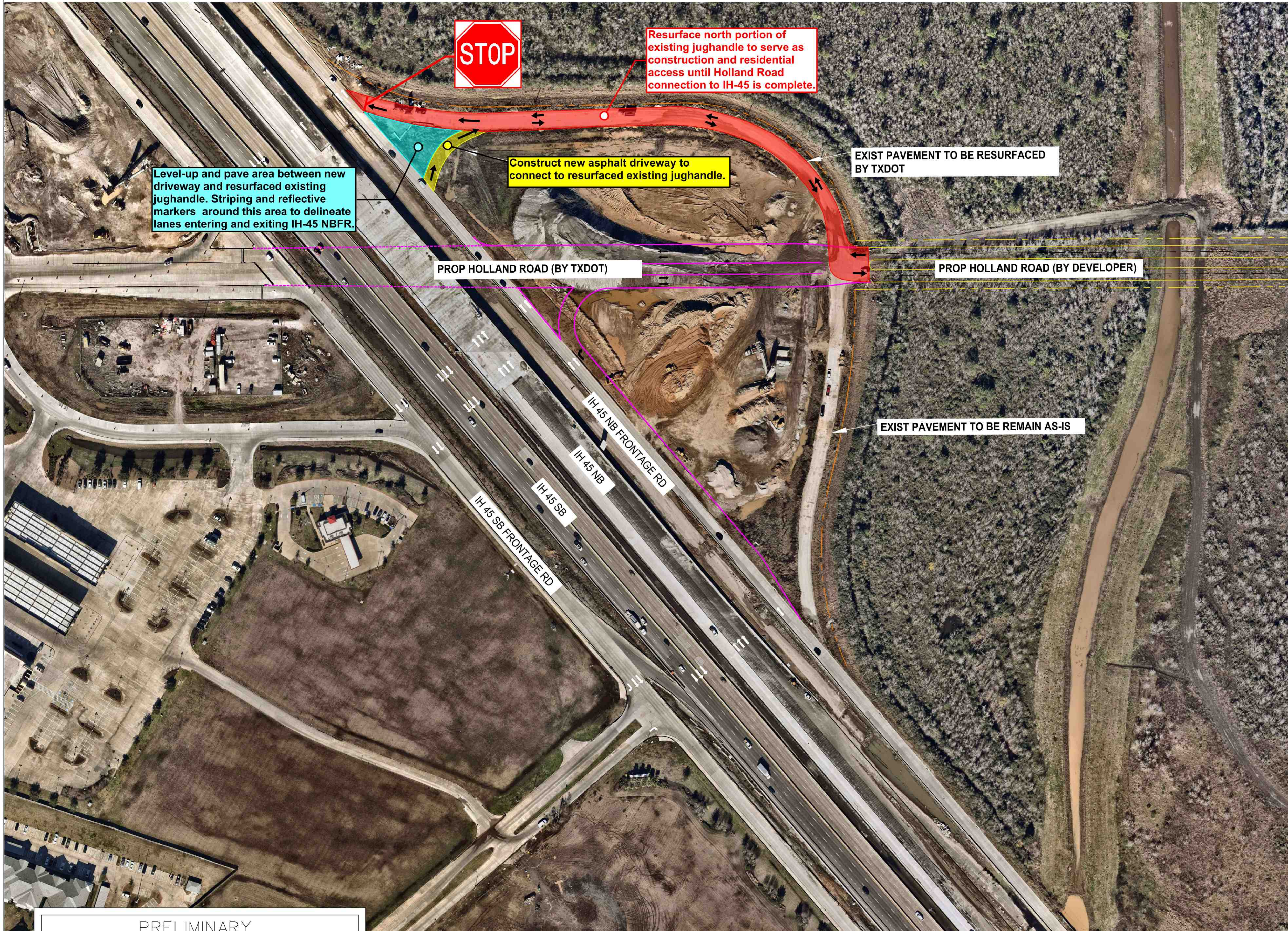
~~improvements to Ditch 12 adjacent to the boundaries of Phase 1. Developer shall upgrade~~
~~The Developer acknowledges that, under the Interlocal Agreement, the existing temporary syphon located on GCDD#1 Ditch 12 with a will be required to be upgraded to a permanent solution acceptable to Texas City.~~ Developer further acknowledges such upgrade is a necessary offsite improvement for the development of Lago Mar East Subdivision because the area being developed is the first to be impacted by any failure or inadequate capacity of the temporary syphon. Pending such permanent solution, and as a condition for Phase I approval, the Developer agrees to advance funds to GCMUD 54, on behalf of GCMUD 58, to pay for GCMUD 58's proportionate share of the maintenance costs of ~~shall be responsible for maintaining~~ the syphon to keep it in a fully functioning condition, including the cost of any emergency maintenance, cleaning or repairs and any protective measures. ~~The Developer also agrees to advance funds to GCMUD 54, on behalf of GCMUD 58, for its proportionate share of the permanent solution deemed necessary by GCDD#1 or~~ and approved the City of Texas City to reduce flood risks. This commitment for funding maintenance and operations, including emergency and protective measures, shall be added to the assigned to GCMUD 58 in a future Utility Services Agreement to be executed with GCMUD 58.

Notwithstanding these funding commitments to MUD 58, and to induce Texas City to approve the Lago Mar East Master Plan and to move forward with development of Phase I without an approved permanent solution and design for the upgrade of the temporary syphon, Developer agrees to advance full funding as necessary, subject to reimbursement from the applicable MUDs, to assure the timely maintenance of the temporary syphon and construction of a permanent solution for the upgrade of the temporary syphon in Ditch 12.

- 11) **Subdivision Monumentation** - The PUD Ordinance Plan establishes a comprehensive land use plan to ensure the character and quality of the community as it develops through land use controls, design standards and quality planning. The identity and place making features of the PUD master plan are an essential tool for accomplishing this goal. Developer affirms subdivision monumentation shall be installed at a location on Holland Rd close to the Gulf Freeway as soon the conditions of the TxDOT Gulf Freeway construction project are resolved enough for the installation to be useful in the branding and wayfinding to the subdivision.
- 12) **Parks & Open space** – The Master Plan includes a signature park which the PUD requires to have resort quality amenities. The Developer has not yet presented a plan for the resort quality amenities or other aspects of the park. The General Conditions of the PUD state the signature parks will include resort style amenities, off street parking, significant structures and community buildings, water sports and

activity, shade structures, sporting fields, picnic tables and seating areas, and landscaping. The General Conditions also provide the signature parks may be used by all residents of Lago Mar. Conditional approval of the Master Plan is not waiving these requirements of the PUD, and the Developer hereby affirms its understanding and agreement to comply with said requirements. It is further stipulated that homeowner access to the Crystal Lagoon by contractual agreement does not satisfy this requirement of the PUD because the Crystal Lagoon is owned and controlled by a separate entity. However, because the LME amenities and the amenities being developed for Beason Point at Lago Mar will be available to all residents of Lago Mar per the PUD, the totality of the quality and character of the combined amenities at both park sites may be considered in evaluating Developer's compliance with this requirement.

Draft approved by developer via email from Ian Stewart – 5.16.2025 at 12:17pm



LEGEND:

- PROP ULTIMATE LANE
- EXISTING TXDOT ROW
- PROP TEXAS CITY HOLLAND ROAD ROW (PROJECTED)
- PROP ULTIMATE HOLLAND RD CONNECTION TO IH-45
- PROP INTERIM HOLLAND RD CONNECTION TO IH-45
- EXIST PAVEMENT TO BE RESURFACED BY TXDOT
- PROP ADDITIONAL PAVEMENT AT DRIVEWAY LOCATION

NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
 QUIDDITY ENGINEERING, LLC
 IAN M. STEWART, P.E.
 TEXAS REGISTRATION NO. 136683
 08/29/2024



HOLLAND ROAD
 CONCEPTUAL DESIGN
 INTERIM CONNECTIONS

SHEET 1 OF 1

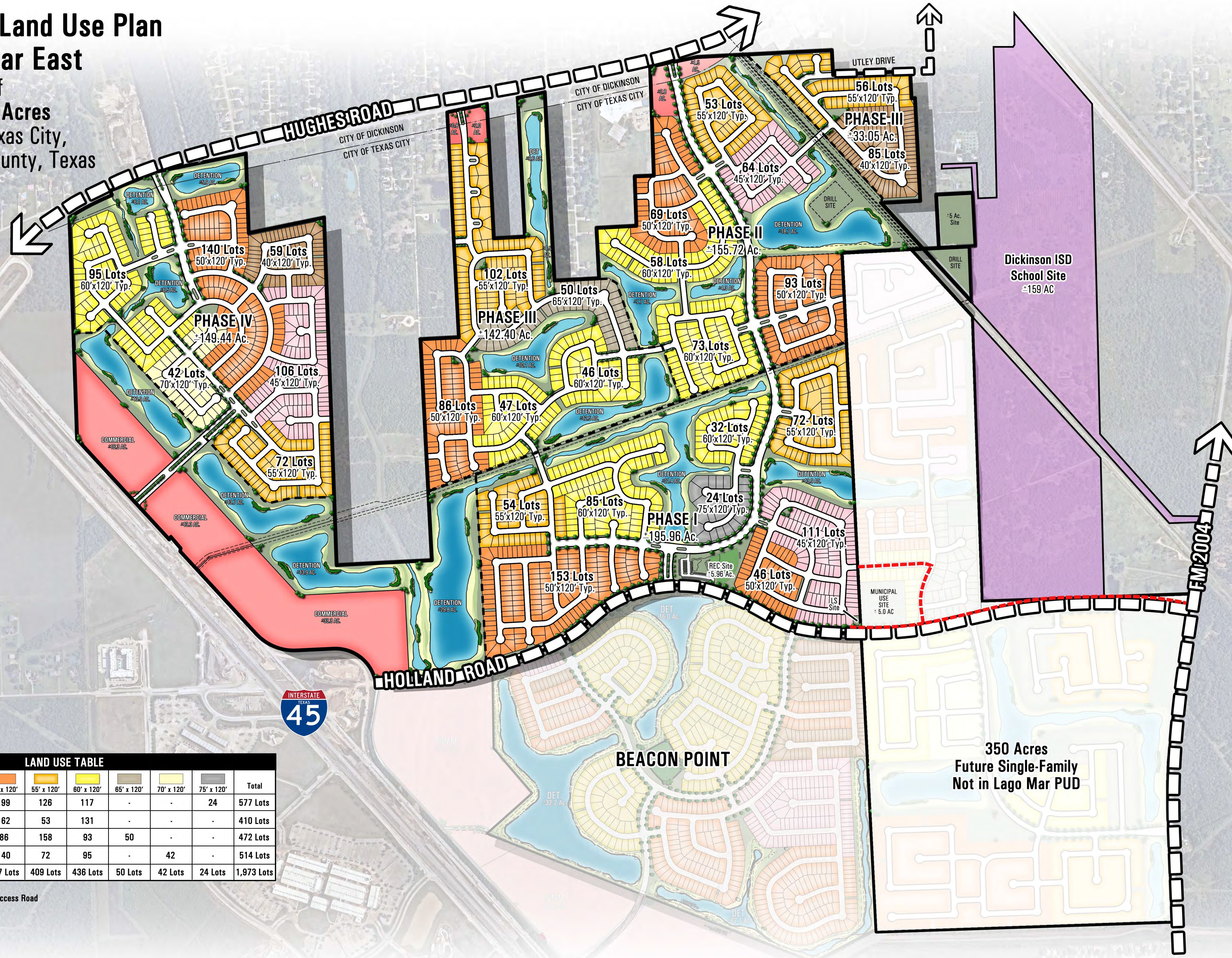
DRAWN	FED. RD. DIV. NO.	STATE PROJECT NUMBER		HIGHWAY NO.
DESIGNED	STATE	DIST.	COUNTY	SHEET NO.
CHECKED	TEXAS	HOUSTON	GALVESTON	1
APPROVED	CONT.	SECT.	JOB	

PRELIMINARY

THIS PRINT IS FURNISHED FOR INFORMATION ONLY. THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



LAND USE TABLE

	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

--- Proposed All Weather Access Road

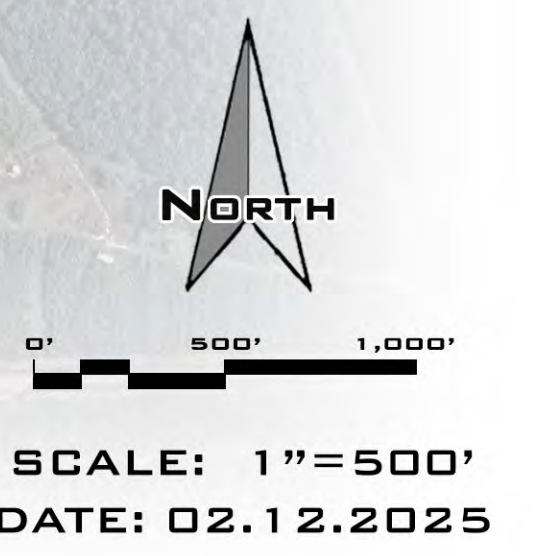
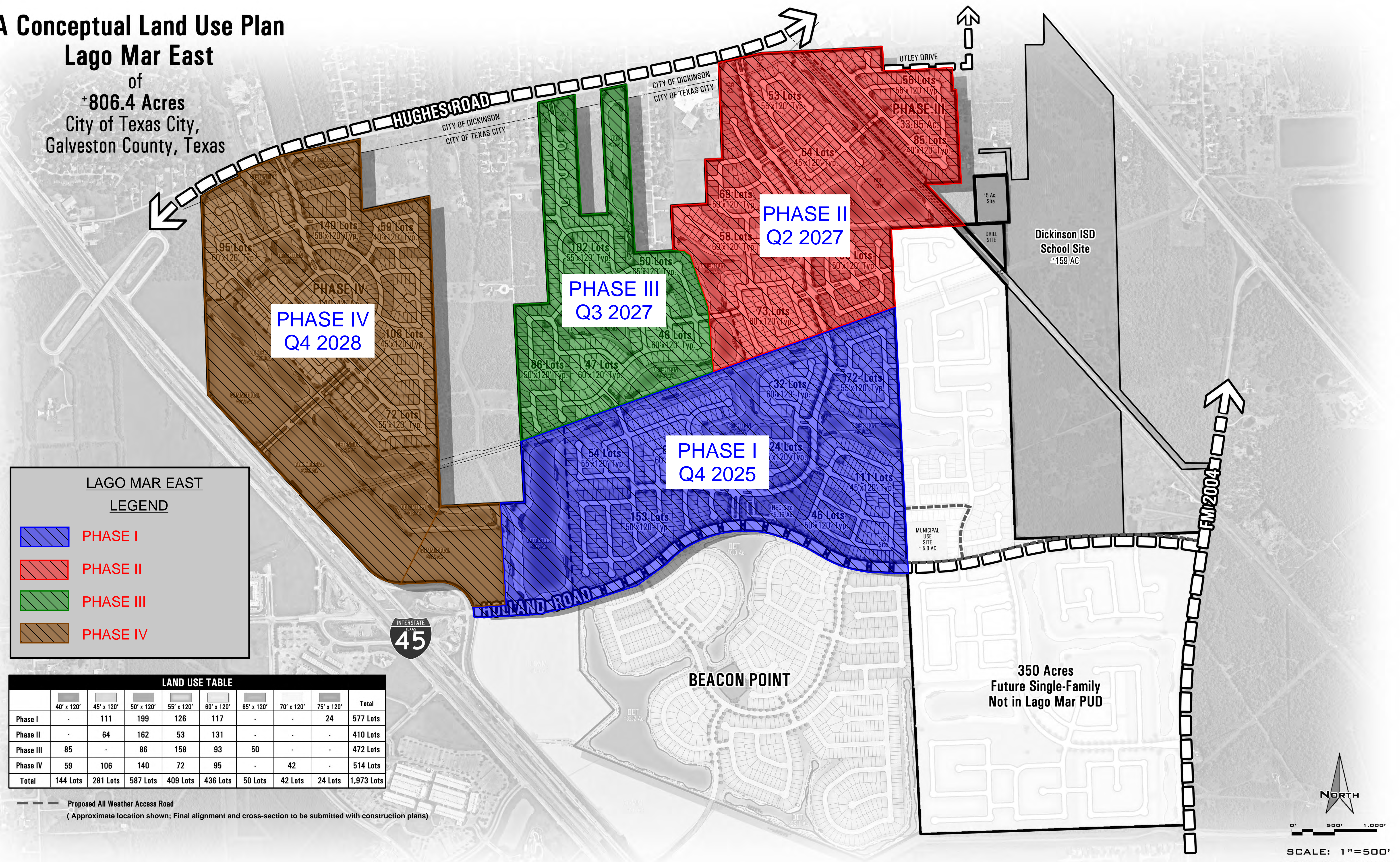


FIGURE 1: CONCEPTUAL LAND USE PLAN

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



**LAGO MAR EAST
LEGEND**

- PHASE I
- PHASE II
- PHASE III
- PHASE IV

LAND USE TABLE									
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

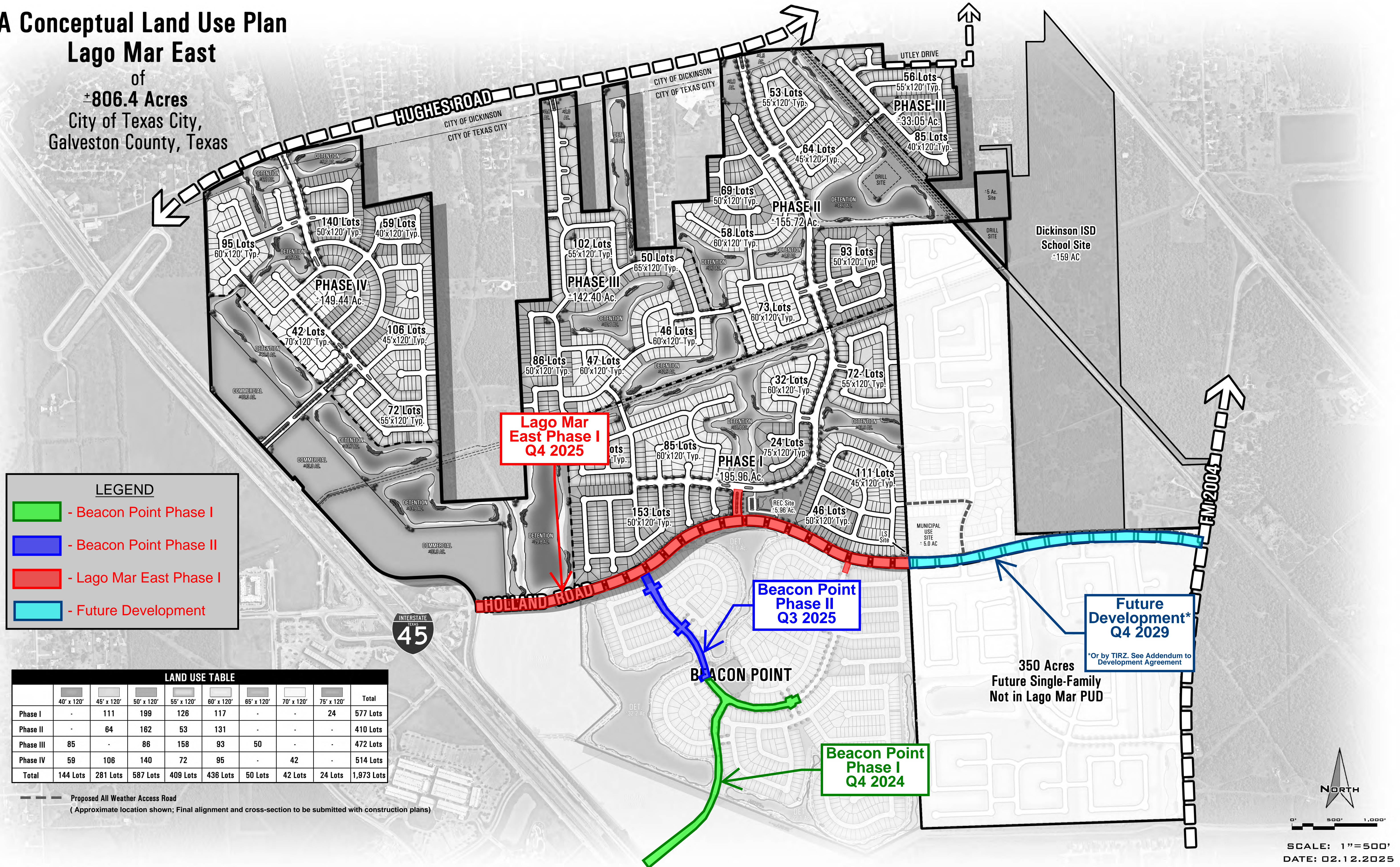
NORTH

SCALE: 1"=500'
DATE: 02.12.2025

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



LEGEND

- Beacon Point Phase I
- Beacon Point Phase II
- Lago Mar East Phase I
- Future Development

LAND USE TABLE									
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

**Future Development*
Q4 2029**
*Or by TIRZ. See Addendum to Development Agreement

**350 Acres
Future Single-Family
Not in Lago Mar PUD**

**Beacon Point
Phase I
Q4 2024**

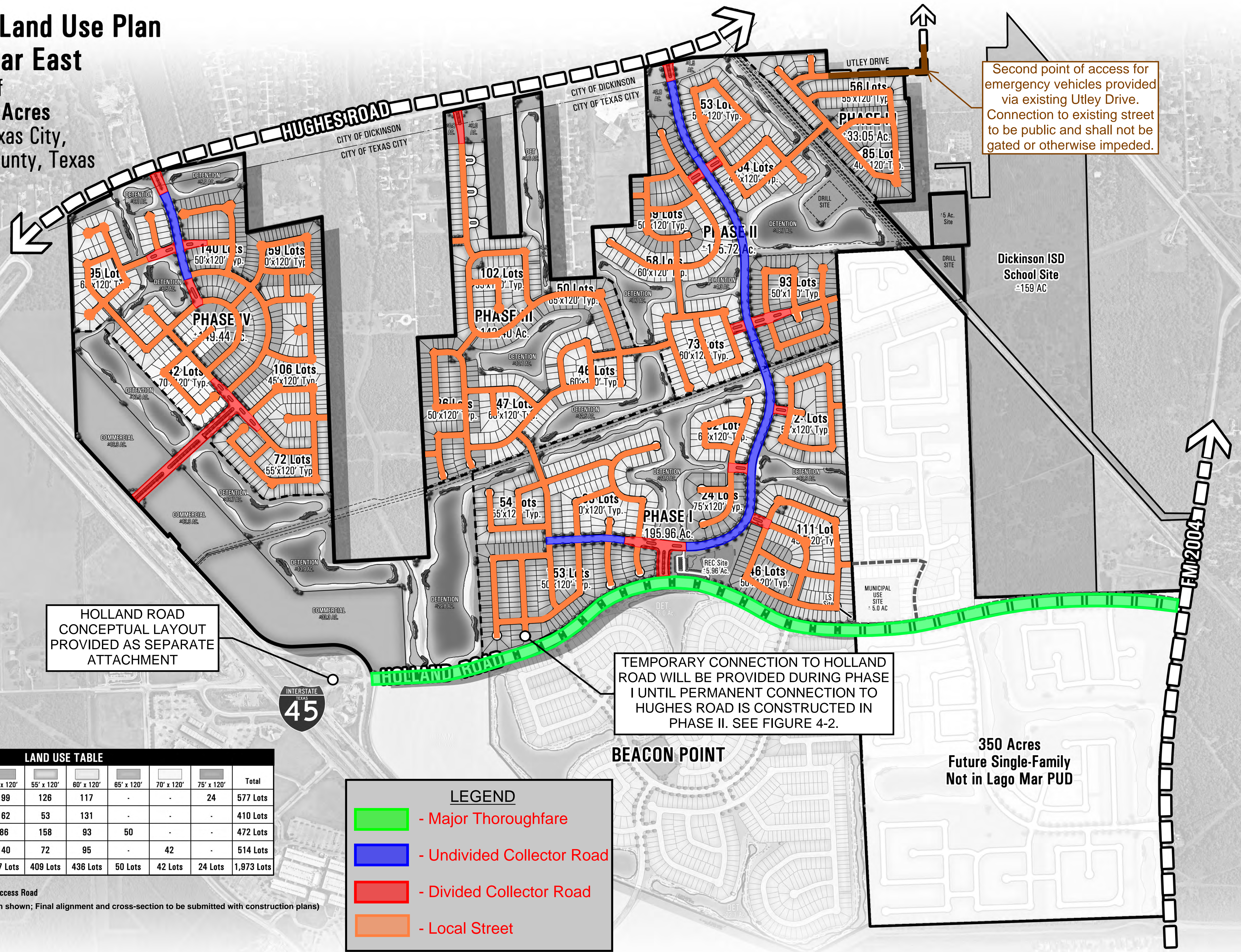
**Beacon Point
Phase II
Q3 2025**

**Lago Mar
East Phase I
Q4 2025**

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



HOLLAND ROAD
CONCEPTUAL LAYOUT
PROVIDED AS SEPARATE
ATTACHMENT

TEMPORARY CONNECTION TO HOLLAND
ROAD WILL BE PROVIDED DURING PHASE
I UNTIL PERMANENT CONNECTION TO
HUGHES ROAD IS CONSTRUCTED IN
PHASE II. SEE FIGURE 4-2.

Second point of access for
emergency vehicles provided
via existing Utley Drive.
Connection to existing street
to be public and shall not be
gated or otherwise impeded.

LAND USE TABLE									
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

LEGEND

- Major Thoroughfare
- Undivided Collector Road
- Divided Collector Road
- Local Street

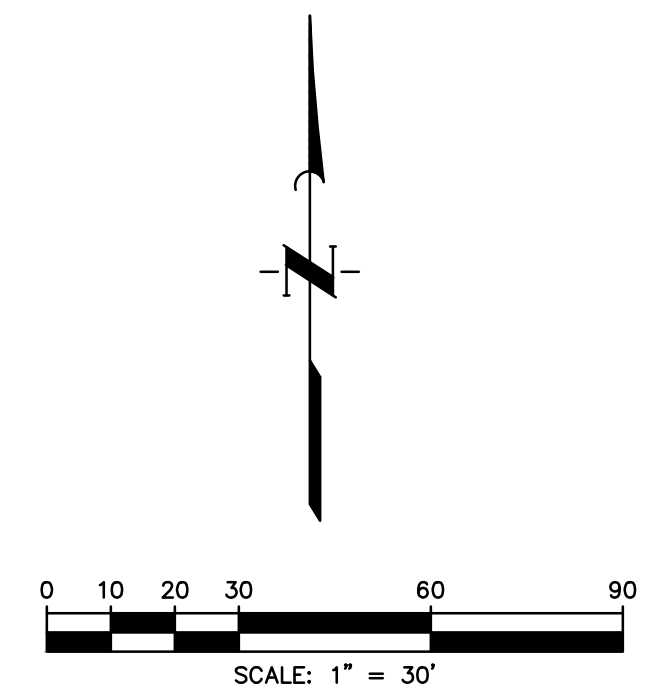
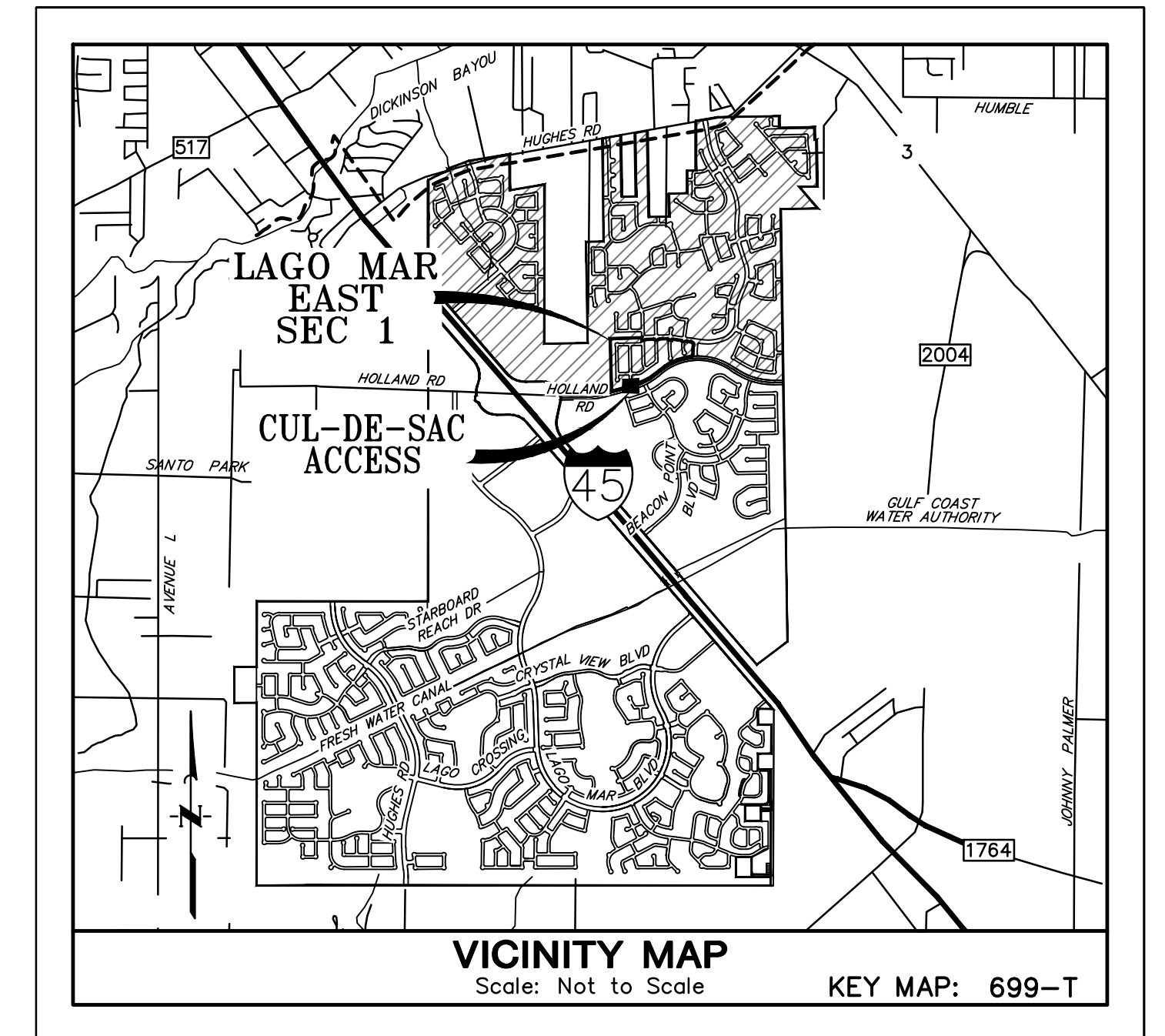
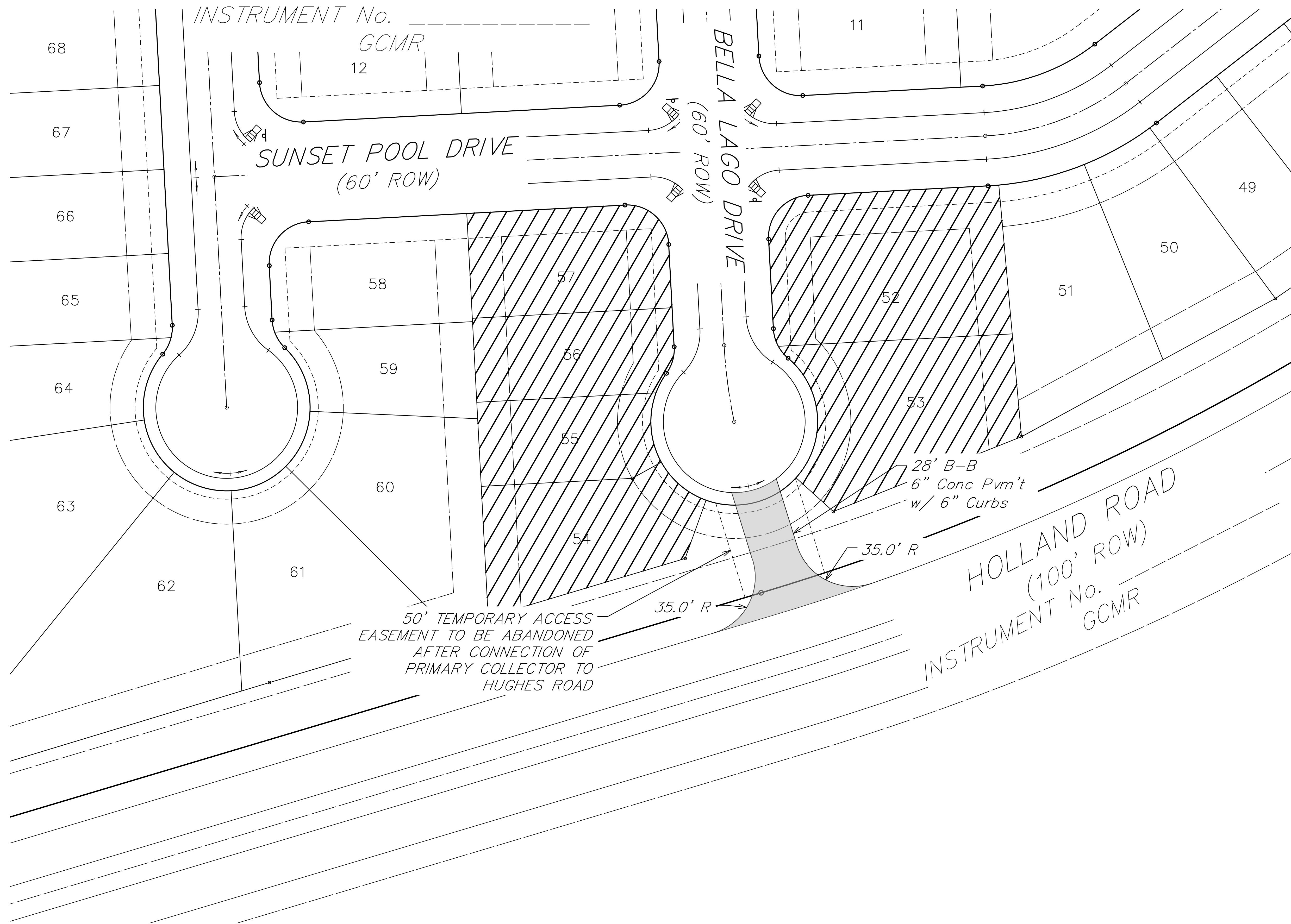
--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

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LAGO MAR EAST
SECTION 1

INSTRUMENT No.

GCMR
12



LEGEND

	TEMPORARY RESIDENTIAL ACCESS ROAD BUILT TO PUBLIC LOCAL STREET STANDARDS TO BE REMOVED AFTER CONNECTION OF PRIMARY COLLECTOR TO HUGHES ROAD
	BUILDING PERMITS WILL NOT BE ISSUED UNTIL TEMPORARY ACCESS EASEMENT IS ABANDONED AND ACCESS ROAD IS REMOVED

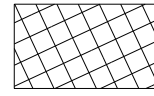
FIGURE 4-2
TEMPORARY
CUL-DE-SAC
ACCESS EXHIBIT
LAGO MAR EAST
PHASE 1

FEBRUARY 2025

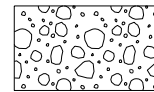


Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

DATE: _____
 FILE: _____



1.5" ACP LEVEL UP, 1.5" SURFACE
 10" ASB TO BE PAID AS ITEM 508
 "CONSTRUCTING DETOURS"



REMOVE 1.5" ASPH PAV
 PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 LEVEL-UP
 PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 SURFACE

ITEM #	UNIT	DESCRIPTION	QUANTITY
0104-6021	LF	REMOVING CONC (CURB)	154.00
0105-6034	SY	REMOVING STAB BASE AND ASPH PAV(1"-9")	2,106.00
0341-6041	TON	D-GR HMA TY-D SAC-A PG70-22	280.00
0508-6001	SY	CONSTRUCTING DETOURS	1,570.00
0512-6033	LF	PORT CTB (MOVE) (LOW PROF) (TY 1)	410.00
0512-6034	LF	PORT CTB (MOVE) (LOW PROF) (TY 2)	40.00
0636-6002	SF	ALUMINUM SIGNS (TY G)	19.00
0672-6007	EA	REFL PAV MRKR TY I-C	40.00
6038-6004	LF	MULTIPOLYMER PAV MRK (W) (6") (SLD)	1,910.00
6038-6013	LF	MULTIPOLYMER PAV MRK (W) (24") (SLD)	12.00
6038-6017	LF	MULTIPOLYMER PAV MRK (Y) (6") (SLD)	1,150.00

MATCH LINE STA 21241+00

MATCH LINE STA 9+23.37

MATCH LINE STA 21253+00

- NOTES:
- ADVANCE WARNING SIGNS SHALL REMAIN IN PLACE FOR THE SPECIFIED CONSTRUCTION. CONTRACTOR MUST COORDINATE TCP SIGNS WITH ADJACENT PROJECT CONSTRUCTION. SEE SHEET "ADVANCED WARNING SIGNS."
 - TEMPORARY RELOCATION AND INSTALLATION OF ROADSIDE SIGNS FOR TRAFFIC CONTROL DURING CONSTRUCTION WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
 - INSTALLATION, REMOVAL OR BACKFILL OF THE TEMP DRAINAGE PIPE WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
 - CONTRACTOR SHALL MAINTAIN CONTINUOUS FLOW BETWEEN EXISTING AND PROPOSED DRAINAGE AT ALL TIMES. PROPER MEASURES MUST BE TAKEN TO ENSURE THAT FLOW DOES NOT CAUSE EROSION AROUND CULVERT INSTALLATION.
 - DEWATERING MEASURES MUST BE DONE IMMEDIATELY IF WATER FILLS ANY TRENCH OR EXCAVATION.
 - MAINTAIN ACCESS TO ALL DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION.
 - EXISTING SIGNS WILL REMAIN UNLESS THEY ARE IN CONFLICT WITH SIGN SHOWN IN PLAN OR AS DIRECTED BY ENGINEER.
 - EXISTING DRAINAGE TO BE MAINTAINED DURING CONSTRUCTION PHASES UNLESS PROPOSED DRAINAGE MUST BE BUILT IN THAT PHASE. CONTRACTOR TO MAINTAIN PROPER DRAINAGE DURING ALL CONSTRUCTION PHASES.
 - PROPOSED DRAINAGE TO BE BUILT WITHIN PAVEMENT AND DITCH AREAS TO BE BUILT WITHIN EACH PHASE AS SHOWN IN TCP PLANS.
 - SEE SHEET "TRAFFIC CONTROL PLAN LEGEND" FOR SIGN DETAILS.
 - EXISTING TRAFFIC CONTROL PLACED IN A PREVIOUS PHASE.
 - TRAFFIC CONTROL MEASURES TO BE PLACED PRIOR TO OPENING RAMP TO TRAFFIC.

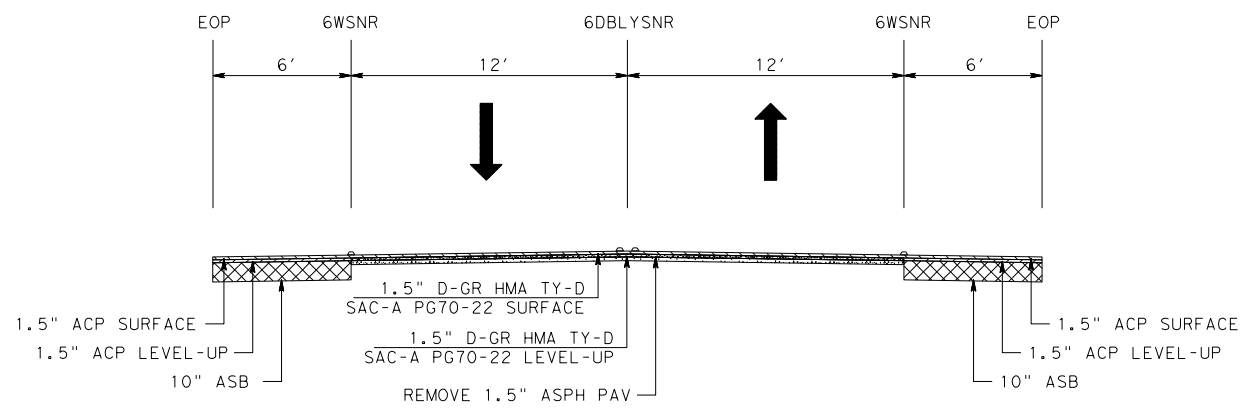
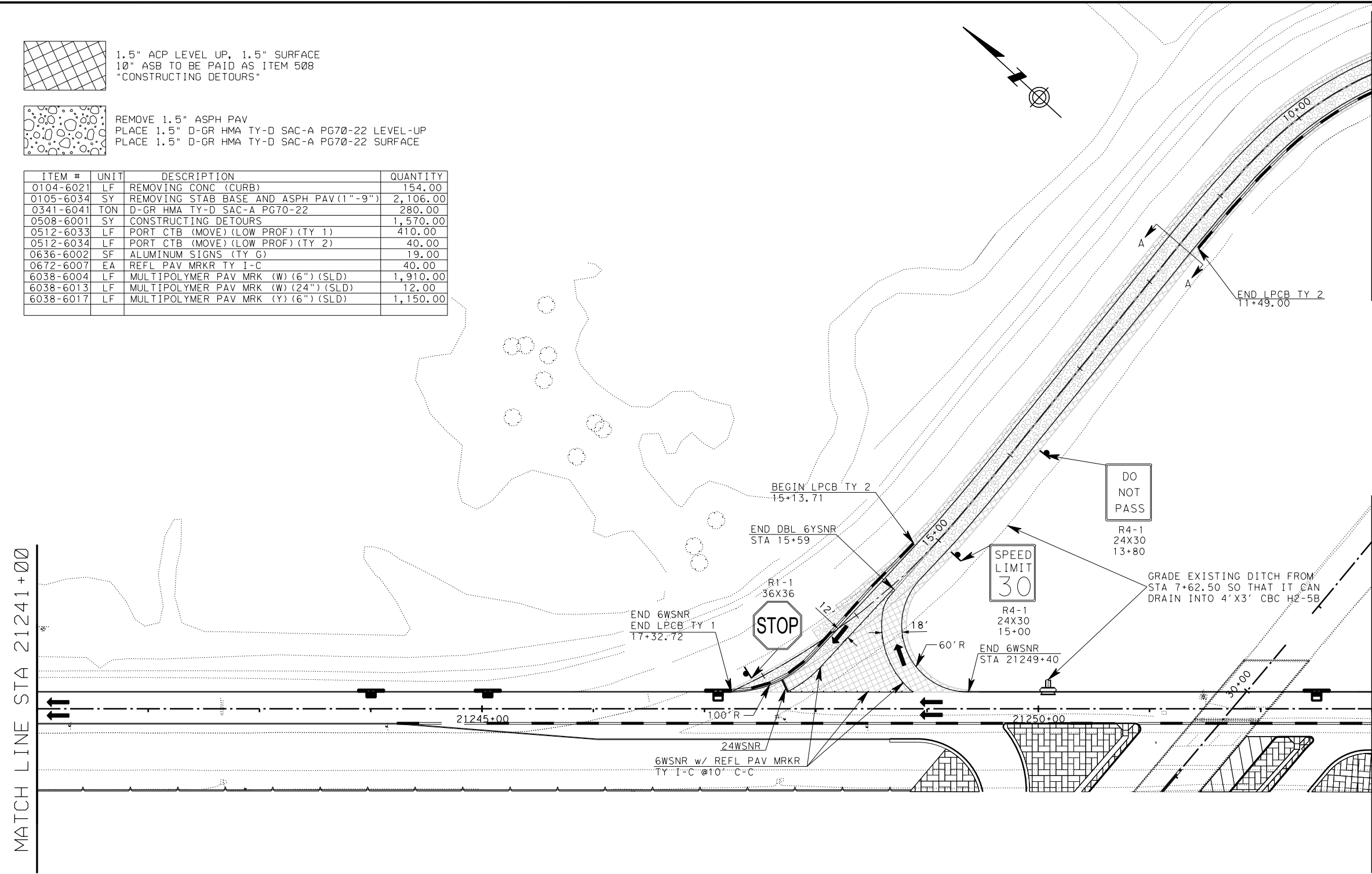
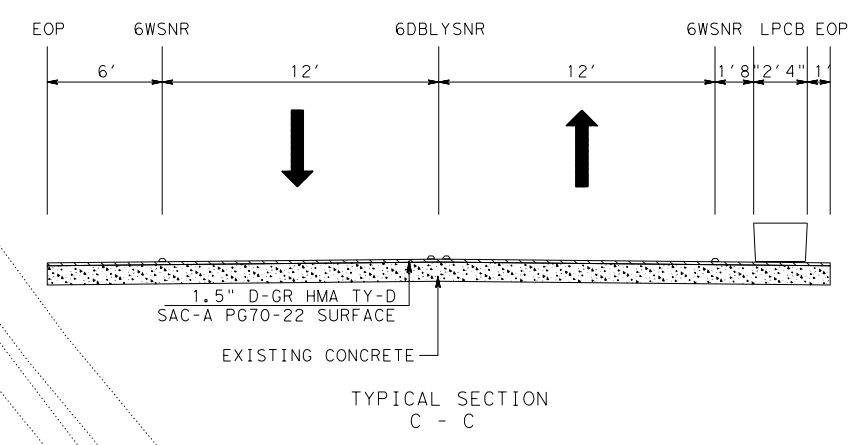
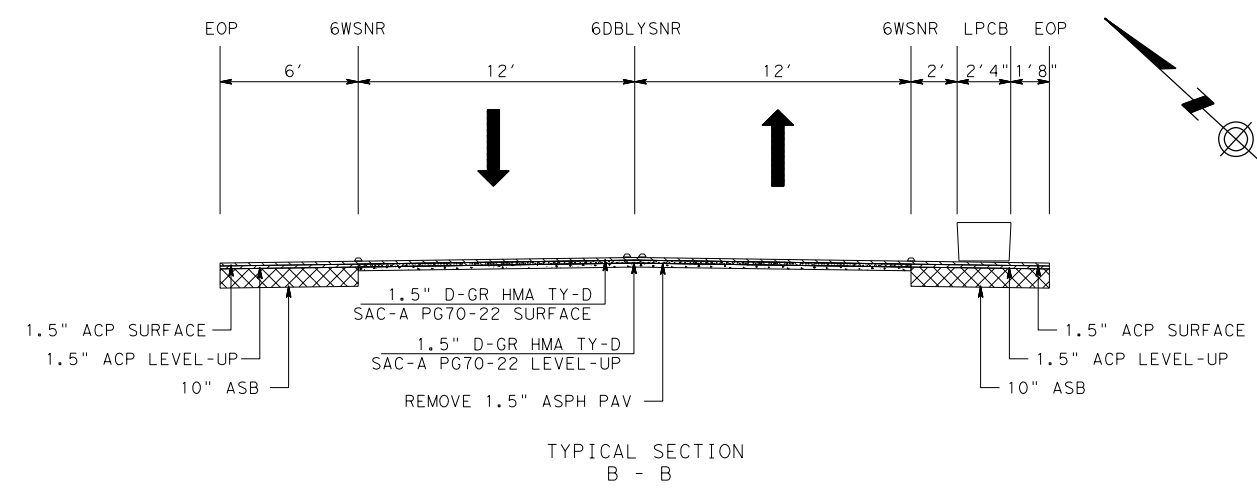
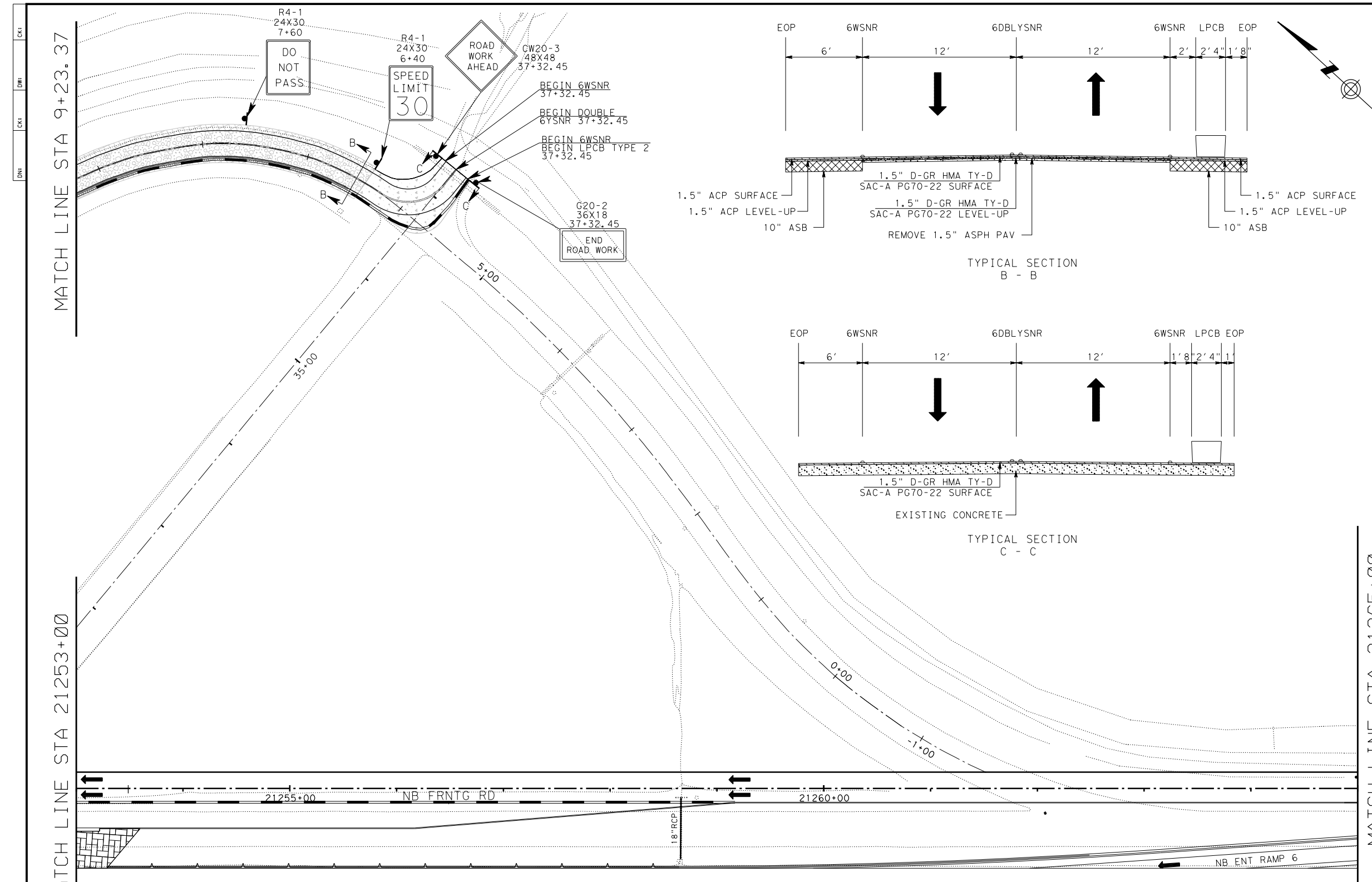


FIGURE 5-1:
 IH 45
 HOLLAND RD BELL
 FOR INGRESS/EGRESS
 FOR HOLLAND RD
 EXTENSION



SCALE: 1"=100' SHEET 1 OF 2

CONT	SECT	JOB	HIGHWAY
0500	04	106	IH 45
DIST	COUNTY	SHEET NO.	
HOU	GALVESTON	2601	



- NOTES:
- ADVANCE WARNING SIGNS SHALL REMAIN IN PLACE FOR THE SPECIFIED CONSTRUCTION. CONTRACTOR MUST COORDINATE TCP SIGNS WITH ADJACENT PROJECT CONSTRUCTION. SEE SHEET "ADVANCED WARNING SIGNS."
 - TEMPORARY RELOCATION AND INSTALLATION OF ROADSIDE SIGNS FOR TRAFFIC CONTROL DURING CONSTRUCTION WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
 - INSTALLATION, REMOVAL OR BACKFILL OF THE TEMP DRAINAGE PIPE WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY TO VARIOUS PAY ITEMS.
 - CONTRACTOR SHALL MAINTAIN CONTINUOUS FLOW BETWEEN EXISTING AND PROPOSED DRAINAGE AT ALL TIMES. PROPER MEASURES MUST BE TAKEN TO ENSURE THAT FLOW DOES NOT CAUSE EROSION AROUND CULVERT INSTALLATION.
 - DEWATERING MEASURES MUST BE DONE IMMEDIATELY IF WATER FILLS ANY TRENCH OR EXCAVATION.
 - MAINTAIN ACCESS TO ALL DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION.
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 - SEE SHEET "TRAFFIC CONTROL PLAN LEGEND" FOR SIGN DETAILS.
 - EXISTING TRAFFIC CONTROL PLACED IN A PREVIOUS PHASE.
 - TRAFFIC CONTROL MEASURES TO BE PLACED PRIOR TO OPENING RAMP TO TRAFFIC.

1.5" ACP LEVEL UP, 1.5" SURFACE
10" ASB TO BE PAID AS ITEM 508
"CONSTRUCTING DETOURS"

REMOVE 1.5" ASPH PAV
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 LEVEL-UP
PLACE 1.5" D-GR HMA TY-D SAC-A PG70-22 SURFACE

CLEAN EXISTING CONCRETE
PLACE 1.5" SURFACE

ITEM #	UNIT	DESCRIPTION	QUANTITY
0105-6034	SY	REMOVING STAB BASE AND ASPH PAV (1"-9")	765.00
0341-6041	TON	D-GR HMA TY-D SAC-A PG70-22	140.00
0508-6001	SY	CONSTRUCTING DETOURS	377.00
0512-6033	LF	PORT CTB (MOVE) (LOW PROF) (TY 1)	390.00
0512-6034	LF	PORT CTB (MOVE) (LOW PROF) (TY 2)	20.00
0636-6002	SF	ALUMINUM SIGNS (TY C)	10.00
6038-6004	LF	MULTIPOLYMER PAV MRK (W) (6") (SLD)	770.00
6038-6017	LF	MULTIPOLYMER PAV MRK (Y) (6") (SLD)	770.00

FIGURE 5-2:
IH 45
HOLLAND RD BELL
FOR INGRESS/EGRESS
FOR HOLLAND RD
EXTENSION



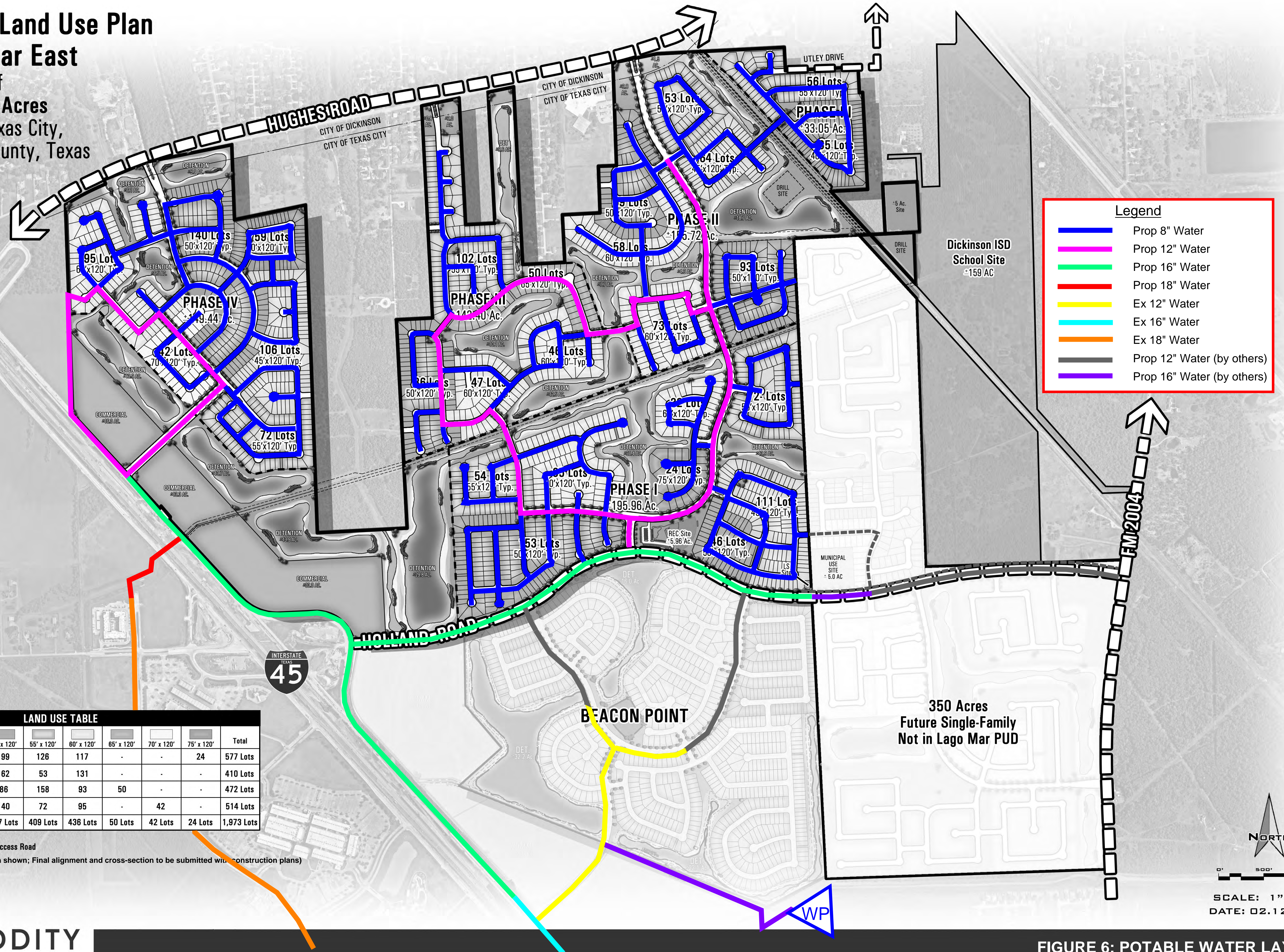
SCALE: 1"=100' SHEET 2 OF 2

CONT	SECT	JOB	HIGHWAY
0500	04	106	IH 45
DIST	COUNTY	SHEET NO.	
HOU	GALVESTON	2602	

DATE:
FILE:

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



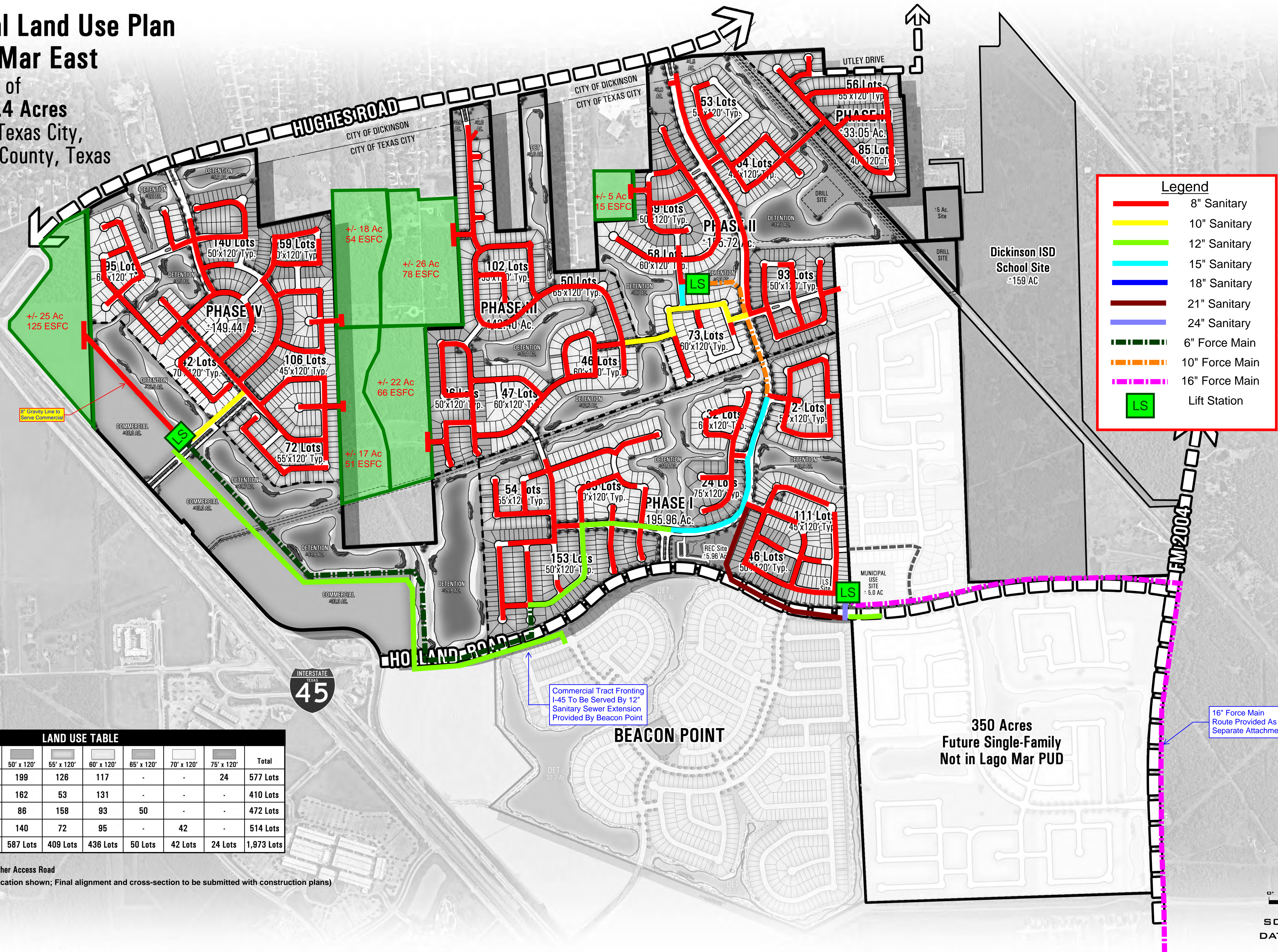
Legend	
—	Prop 8" Water
—	Prop 12" Water
—	Prop 16" Water
—	Prop 18" Water
—	Ex 12" Water
—	Ex 16" Water
—	Ex 18" Water
—	Prop 12" Water (by others)
—	Prop 16" Water (by others)

LAND USE TABLE									
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
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Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



Legend

- 8" Sanitary
- 10" Sanitary
- 12" Sanitary
- 15" Sanitary
- 18" Sanitary
- 21" Sanitary
- 24" Sanitary
- 6" Force Main
- 10" Force Main
- 16" Force Main
- Lift Station

LAND USE TABLE

	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

NORTH

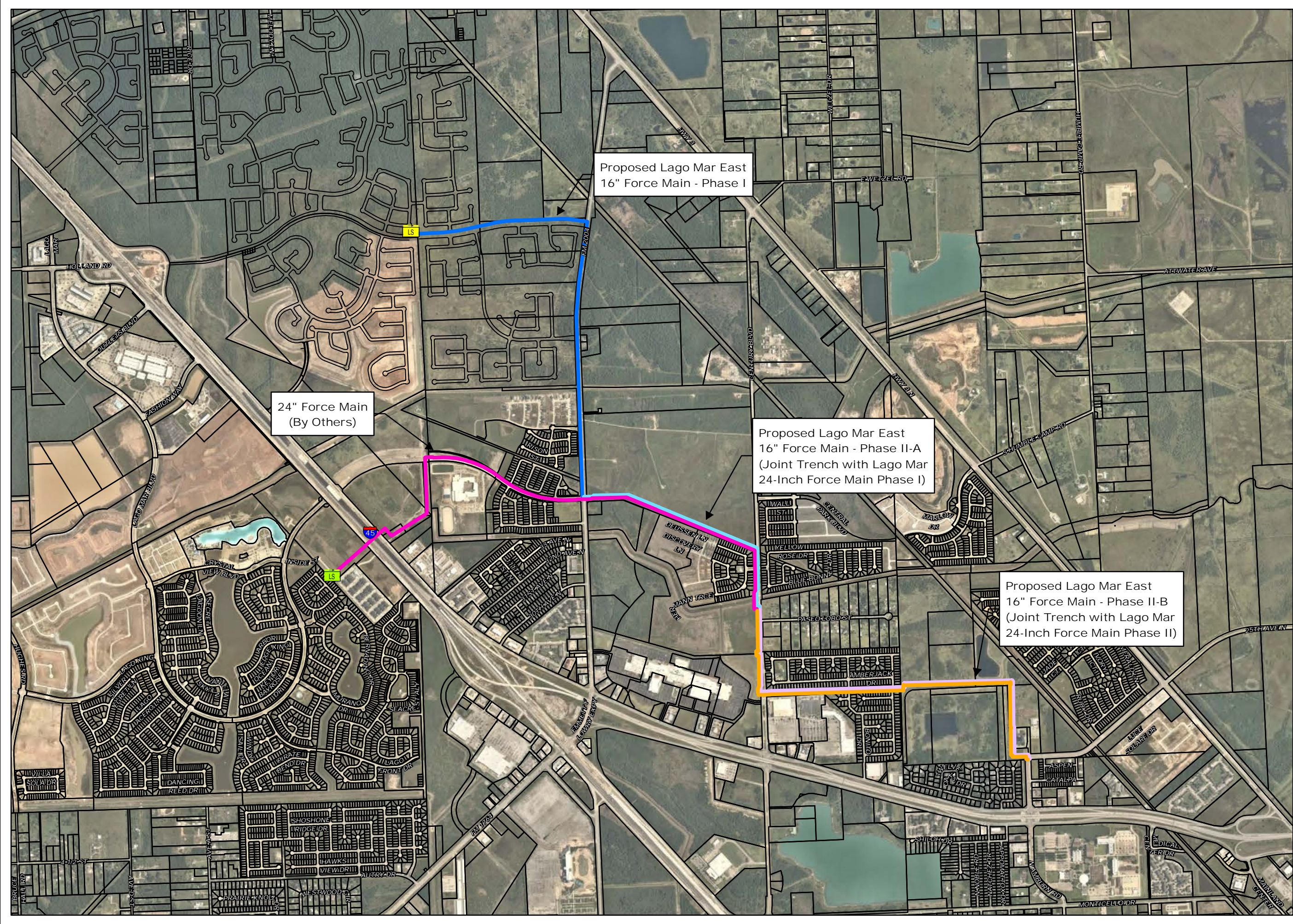
0' 500' 1,000'

SCALE: 1"=500'
DATE: 02.12.2025



FIGURE 7: SANITARY SEWER LAYOUT

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



VICINITY MAP
1 INCH = 10 MILES

- LEGEND**
- LS Existing Lift Station
 - LS Proposed Lift Station
 - 24" Force Main - Phase I (By Others)
 - 24" Force Main - Phase II (By Others)
 - 16" Force Main - Phase I
 - 16" Force Main - Phase II-A
 - 16" Force Main - Phase II-B
 - GCAD Parcels

24" Force Main
(By Others)

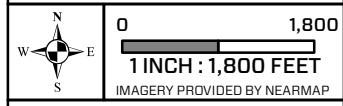
Proposed Lago Mar East
16" Force Main - Phase I

Proposed Lago Mar East
16" Force Main - Phase II-A
(Joint Trench with Lago Mar
24-Inch Force Main Phase I)

Proposed Lago Mar East
16" Force Main - Phase II-B
(Joint Trench with Lago Mar
24-Inch Force Main Phase II)

FIGURE 8:
OVERALL
FORCE MAIN
EXHIBIT

LAGO MAR EAST
GALVESTON COUNTY, TEXAS



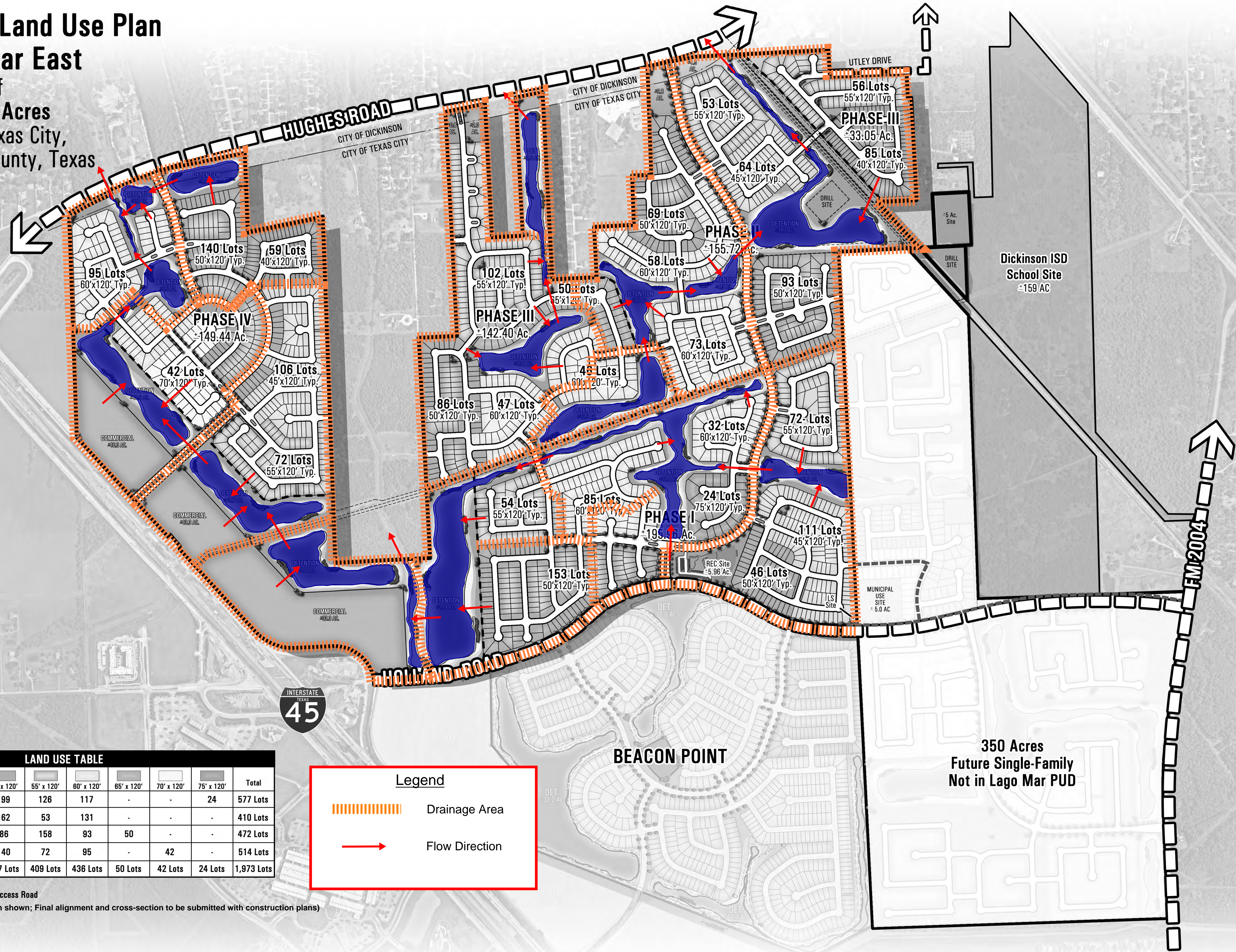
Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



Path, VA Practice No. 1801-0002-00-002-01
 Project Number: 1801-0002-00-002-01
 Date: 10/3/2023
 User Name: adf

A Conceptual Land Use Plan Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



LAND USE TABLE									
	40' x 120'	45' x 120'	50' x 120'	55' x 120'	60' x 120'	65' x 120'	70' x 120'	75' x 120'	Total
Phase I	-	111	199	126	117	-	-	24	577 Lots
Phase II	-	64	162	53	131	-	-	-	410 Lots
Phase III	85	-	86	158	93	50	-	-	472 Lots
Phase IV	59	106	140	72	95	-	42	-	514 Lots
Total	144 Lots	281 Lots	587 Lots	409 Lots	438 Lots	50 Lots	42 Lots	24 Lots	1,973 Lots

Legend

Drainage Area

Flow Direction

--- Proposed All Weather Access Road
(Approximate location shown; Final alignment and cross-section to be submitted with construction plans)

NORTH

SCALE: 1"=500'
DATE: 02.12.2025

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Neighborhood Villages, Access, and Monumentation Exhibit

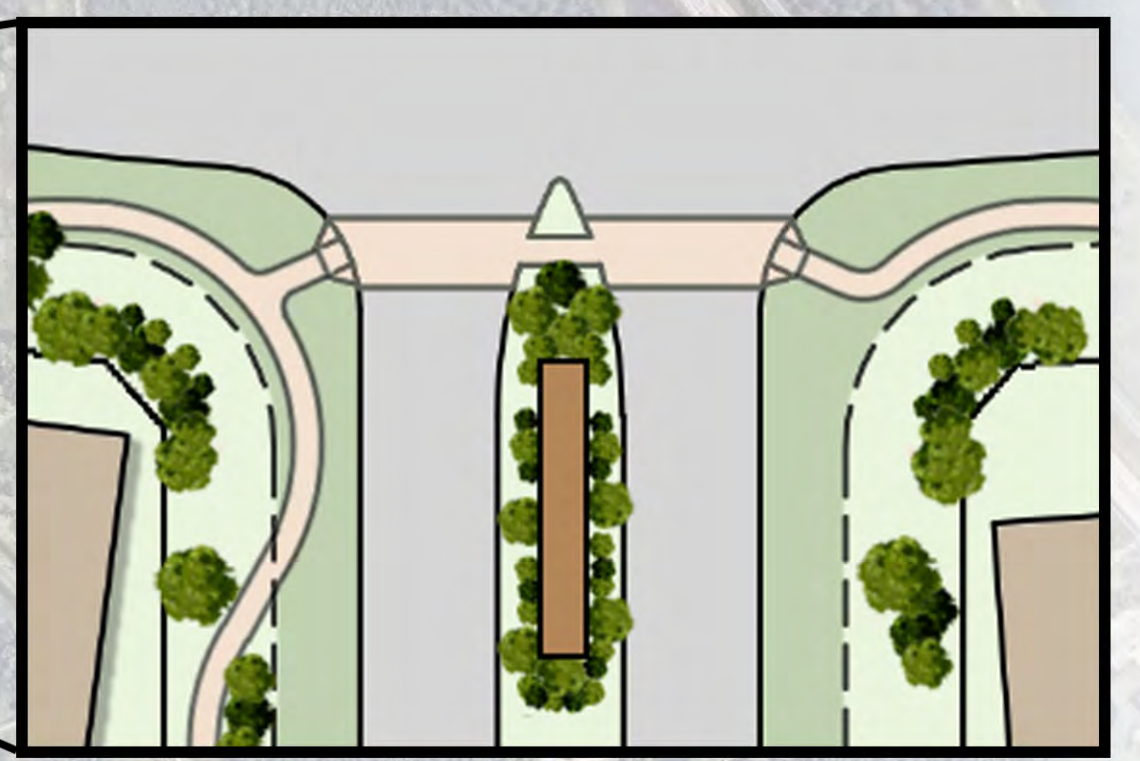
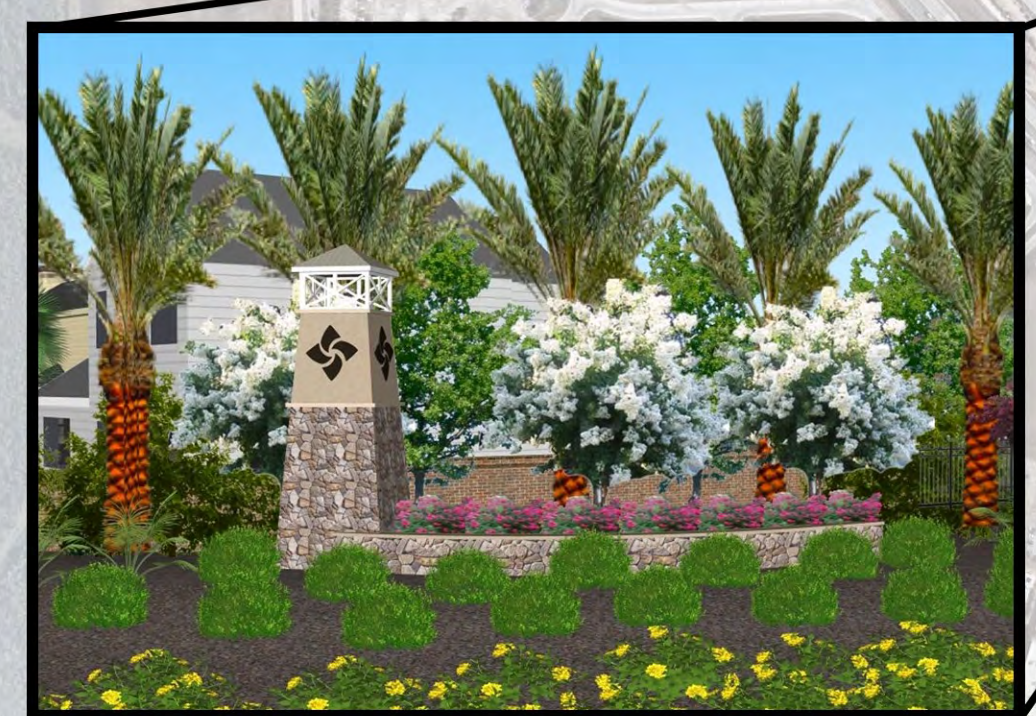
Lago Mar East

of
±806.4 Acres
City of Texas City,
Galveston County, Texas



Legend	
	Entry Monument
	Additional Monument

Neighborhood Village	
A	Lago Del Sol
B	Lago Crest
C	Lago Grove
D	Lago Manor
E	Lago Palms
F	Lago Oaks
G	Lago Creek
H	Lago Breeze
I	Lago Heights
J	Lago Court
K	Lago Forks
L	Lago Springs



NORTH

0' 250' 500'

SCALE: 1"=500'

DATE: 02.24.2025

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Parks and Open Space Exhibit Lago Mar East

of
±798.18 Acres
City of Texas City,
Galveston County, Texas



* Actual park improvements to be determined.
10. Pocket Park
- Min. 4,000 Sq Ft
- Green Space
- Landscaping



* Actual park improvements to be determined.
1. Pocket Park
- 24,800 Sq Ft
- (Min. 4,000 Sq Ft)
- Green Space
- Play Equipment
- Landscaping
- Benches and Seating Area

Legend

- Signature Park**
(Min. 2 Acres - 1 Req.)*
- Pocket Park****
(1 per 200 Lots / Min. 4,000 sf - 10 Req.)*
- Concrete Sidewalk** (10' Typ.)
- Trail Connection**

* Actual park improvements to be determined. Photographs are representational, and actual design elements, features, materials may be different than those shown in photographs.
** Brick, CMU, open metal, or enhanced fencing to be provided between pocket parks and residential lots.

Per Page 19 in PUD approved 12/2006

Land Use	Acres within total site	Mix within total site	Acres within Texas City P.U.D	Mix within Texas City P.U.D.
Single Family Residential	1,805.0	54.0%	1,782.8	54.0%
Commercial	468.8	14.0%	468.8	14.0%
Mixed Use	250.0	7.5%	250.0	7.5%
Schools	63.0	2.0%	63.0	2.0%
Open Space	165.0	5.0%	165.0	5.0%
Pipeline and Drill Sites	80.0	2.5%	80.0	2.5%
Thoroughfare Right-of-way	27.0	1.0%	27.0	1.0%
Storm Water Detention and Drainage	475.0	14.0%	475.0	14.0%
TOTAL	3,333.8	100%	3,321.2	100%

REQUIRED

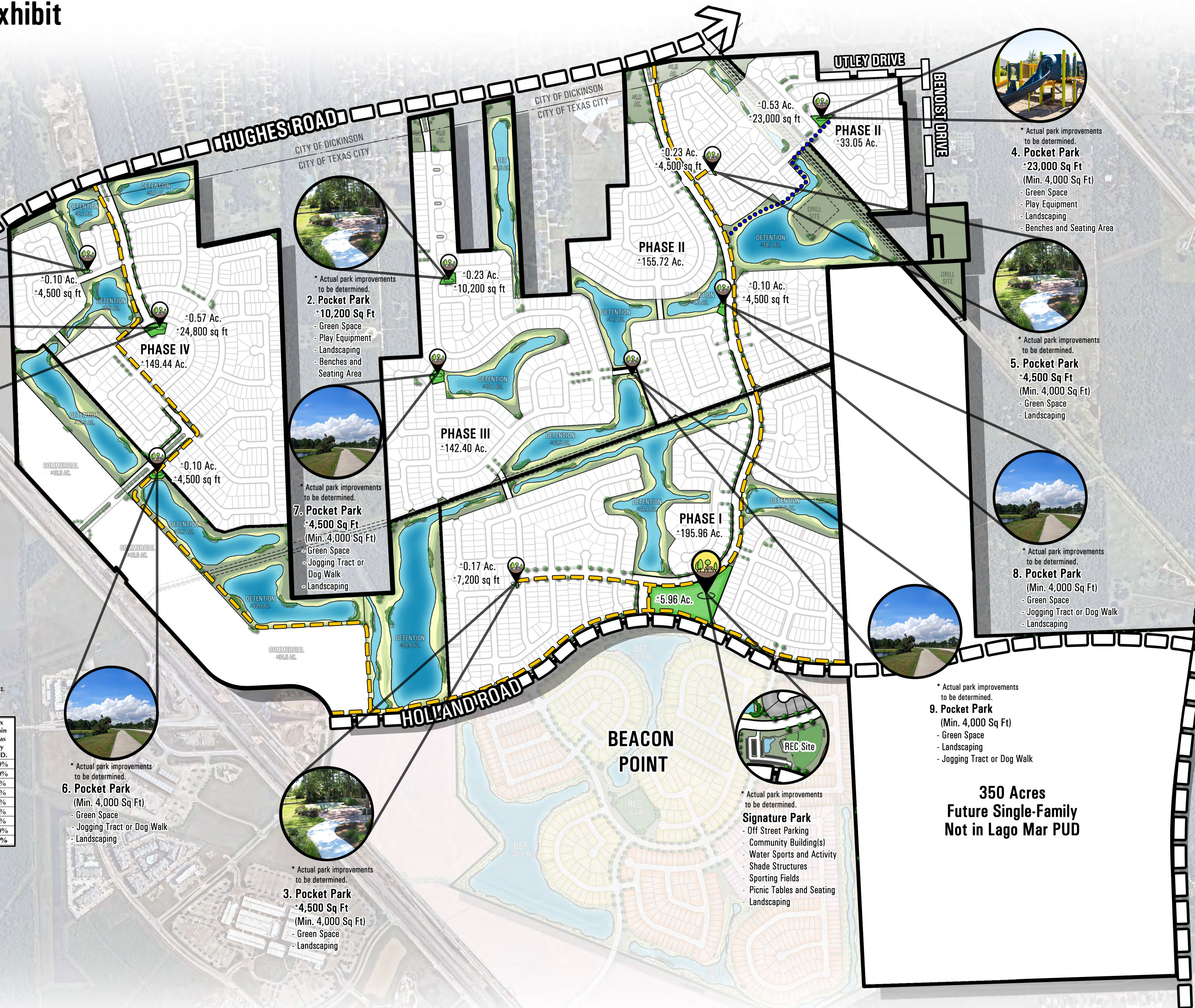
Open Space	Acres Within Total Site	Mix Within Total Site
Open Space	165.0	5.0%

PROVIDED

Open Space	Acres Within Total Site	Mix Within Total Site
Open Space	274.7	8.0%

TOTAL OPEN SPACE IN LAGO MAR EAST

	Required	Provided
Open Space	39.9 Ac	85.5 Ac
Mix	5.0%	-



* Actual park improvements to be determined.
4. Pocket Park
- 23,000 Sq Ft
- (Min. 4,000 Sq Ft)
- Green Space
- Play Equipment
- Landscaping
- Benches and Seating Area



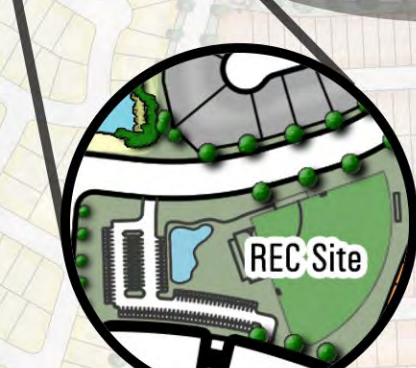
* Actual park improvements to be determined.
5. Pocket Park
- 4,500 Sq Ft
- (Min. 4,000 Sq Ft)
- Green Space
- Landscaping



* Actual park improvements to be determined.
8. Pocket Park
- (Min. 4,000 Sq Ft)
- Green Space
- Jogging Tract or Dog Walk
- Landscaping



* Actual park improvements to be determined.
9. Pocket Park
- (Min. 4,000 Sq Ft)
- Green Space
- Landscaping
- Jogging Tract or Dog Walk



* Actual park improvements to be determined.
Signature Park
- Off Street Parking
- Community Building(s)
- Water Sports and Activity
- Shade Structures
- Sporting Fields
- Picnic Tables and Seating
- Landscaping



* Actual park improvements to be determined.
3. Pocket Park
- 4,500 Sq Ft
- (Min. 4,000 Sq Ft)
- Green Space
- Landscaping



* Actual park improvements to be determined.
6. Pocket Park
- (Min. 4,000 Sq Ft)
- Green Space
- Jogging Tract or Dog Walk
- Landscaping

FM2004

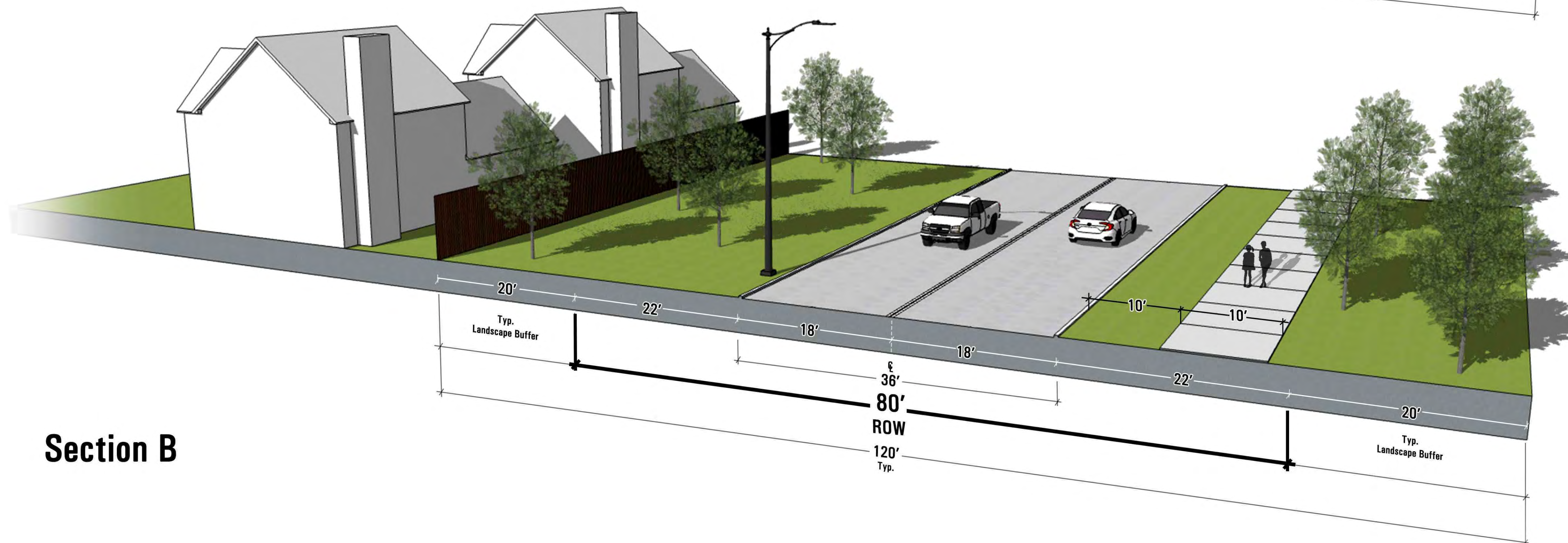
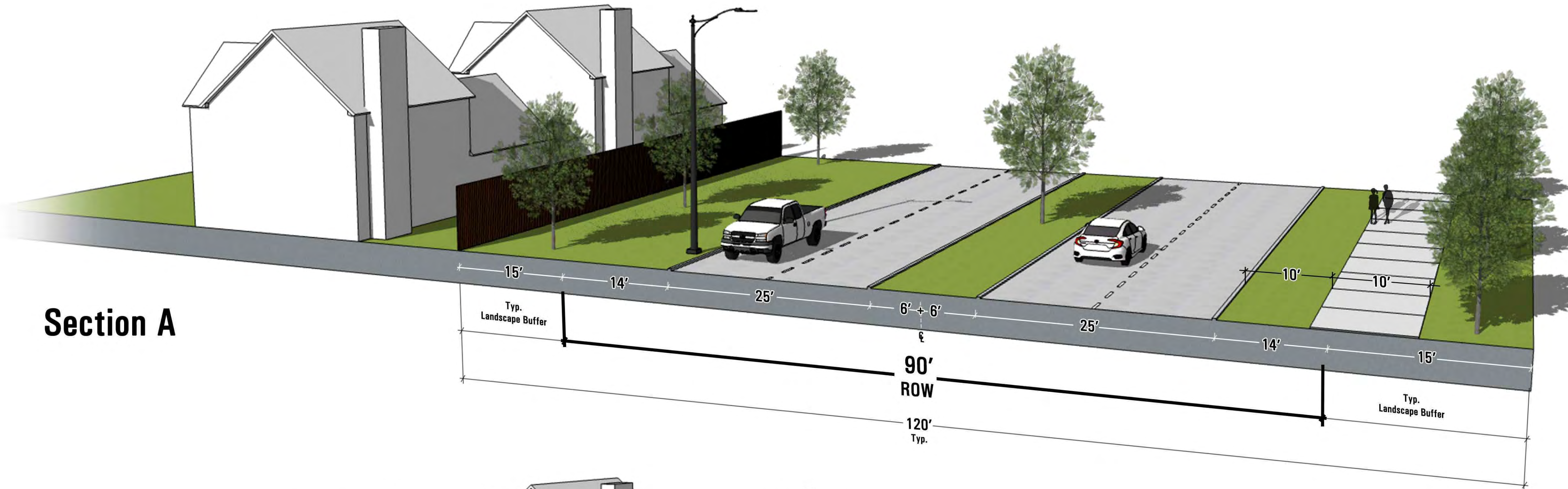


SCALE: 1"=500'
DATE: 04.23.2024

FIGURE 11: PARKS & OPEN SPACE

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Cross Section Alternative
of
Lago Mar East Collector Street
City of Texas City,
Galveston County, Texas



SCALE: NTS
DATE: 2.11.2025

FIGURE 12-1: COLLECTOR ROAD CROSS SECTION

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

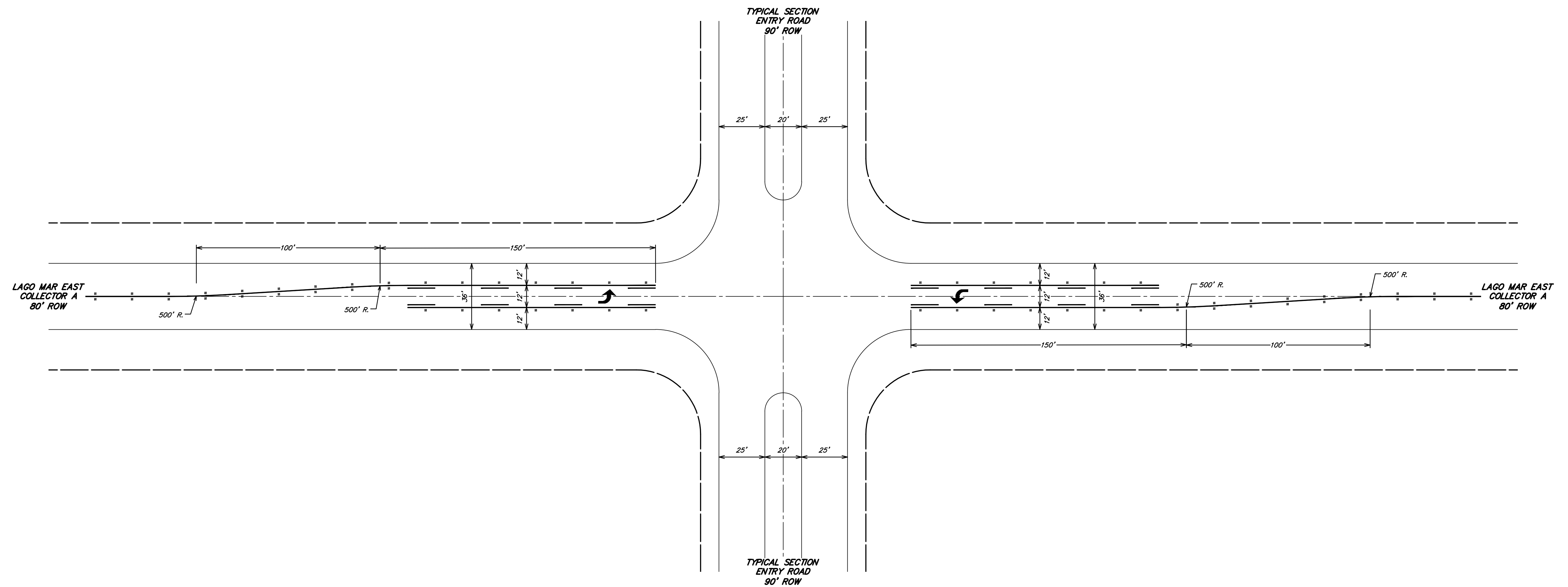
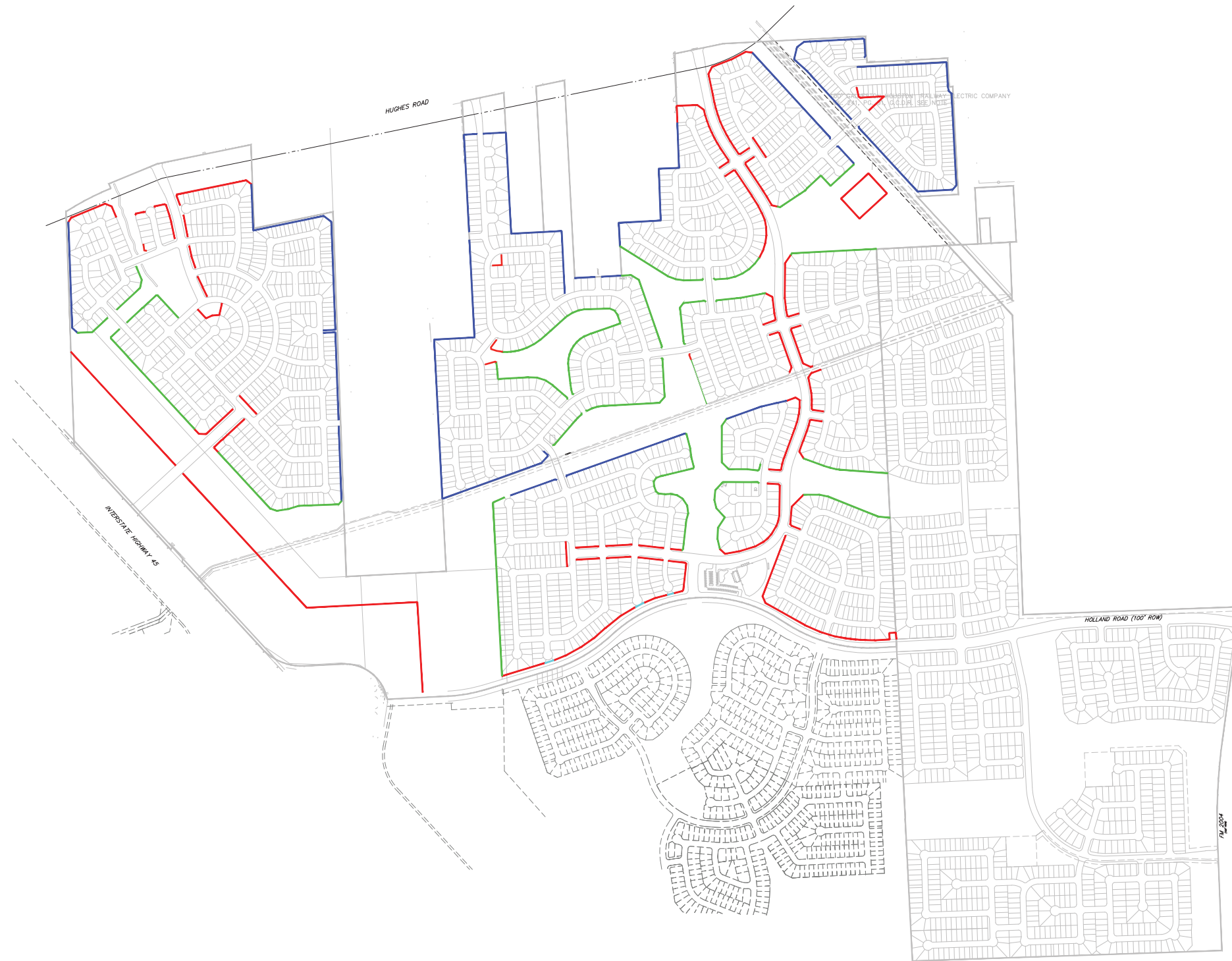


FIGURE 12-2
TYPICAL LEFT-TURN
LANE STRIPING
LAGO MAR EAST COLLECTOR A
TEXAS CITY, GALVESTON COUNTY, TEXAS


FEBRUARY 2025



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337




6' BRICK FENCE




THOROUGHFARES, COLLECTORS, COMMERCIAL TRACTS, AND ALL PARKS

6' TUBULAR STEEL FENCE



BACK OF LOTS ADJACENT TO DETENTION PONDS (BY BUILDER)

6' TUBULAR STEEL FENCE



AT CUL-DE-SAC AND ROW

6' UPGRADED WOOD FENCE


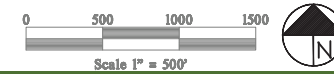



FIGURE 13: FENCING PLAN

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.
LAGO MAR EAST - GLENMONT DEVELOPMENT

LAGO MAR EAST

GLENMONT DEVELOPMENT

PLANT PALETTE

OCTOBER 2023



WASHINGTON PALM



PINDO PALM



RED MAPLE



LIVE OAK



MEXICAN SYCAMORE



NUTALL OAK



GRAPE MYRTLE



BALD CYPRESS



LACEBARK ELM



WAX MYRTLE



VITEX



NEW GOLD LANTANA

SANDY LEAF FIG



HUMILIS



DWARF PALMETTO



SHELL GINGER



OLEANDER



COPPERTONE



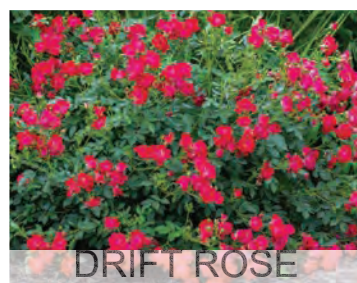
DWARF YAUPON



KNOCKOUT ROSE



RUSSELIA



DRIFT ROSE



SALVIA



CASSIAN GRASS



PLUMBAGO



SPIDER LILY



VAR. FLAX LILY



FOXTAIL FERN



BUTTERFLY IRIS



FIGURE 15: PARK AMENITY CONCEPTUAL IMAGERY

TCEDC Agenda

6. I.

Meeting Date: 10/15/2025

Approve sale of approximately 245 acres of TCEDC-owned property to Cobbproperties1 LLC.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve the sale of +/- 48 acres out of a 245-acre piece of TCEDC-owned property to Cobbproperties1 LLC for the purpose of residential development.

BACKGROUND

TCEDC and Planning and Engineering staff have been approached by Cobbproperties 1 LLC – also known as Tapestry Land – regarding potential purchases of TCEDC-owned property above Mall of the Mainland. Specifically, they are interested in two areas:

1. GCAD ID 228658 (southern portion): This piece of property is 245 acres in size, and the Buyer looks to purchase and develop on +/- 48 buildable acres. This property is located immediately above Mall of the Mainland property and immediately below an existing residential development.
2. GCAD 228658 (central portion): Property located above an existing residential development (Meritage), the buyer would look to purchase additional acreage. This property would likely include the footprint for the Central Park Boulevard extension project, and staff has recommended we hold on this portion.

Both properties are zoned Single Family Residential. The proposed Purchase and Sale Agreement for the property located immediately above Mall of the Mainland (identified in graphic as "1") is attached to this item. Cobbproperties1 LLC has made an offer to purchase the property for \$1.92 million, to be paid in cash at closing.

As discussed in the previous item on the Central Park Boulevard project, the TCEDC will be asked to contribute a total \$2.61 million toward construction of the roadway. Funds from the sale of this property would offset that total amount by nearly 75 percent.

ANALYSIS

Approve the sale of +/- 48 acres out of a 245-acre piece of TCEDC-owned property to Cobbproperties1 LLC for the purpose of residential development.

ALTERNATIVES CONSIDERED

Attachments

Proposed contract - Tapestry

Land graphic

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of 8/30/2025 (the “**Effective Date**”), TEXAS CITY ECONOMIC DEVELOPMENT (“**Seller(s)**”), and Cobbproperties1 LLC or assigns (“**Buyer**”).

RECITATIONS

Seller(s) is the owner of certain real property located in Texas City, Texas, taken all together containing approximately 48 +/- buildable acres subject final survey, more or less, more particularly described by the Galveston County Appraisal District as parcel identification number 228658 and/or as depicted on Exhibit A (the “**Property**”).

A. Seller(s) desires to sell, transfer and convey to Buyer individually and/or otherwise together and Buyer desires to purchase and accept from Seller(s), the Property for the purchase price and on the other terms and conditions set forth in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase; Use of the Property.
 - 1.1 Transfer of the Property. Seller(s) hereby agrees to sell, transfer, and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller(s), in each case for the Purchase Price (as defined in Section 2) and on, and subject to, the terms and conditions set forth in this Agreement.
2. Purchase Price; Payment.
 - 2.1 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be approximately \$1,920,000.00.
 - 2.2 Payment of Purchase Price. The Purchase Price shall be paid in cash at Closing.
 - 2.3 Earnest Money. Buyer shall deposit in an interest-bearing account with Monarch Title of Texas (1 Sugar Creek Center Blvd Suite 610, Sugar Land, TX 77478) earnest money in the amount of \$5,000.00 within five (5) days after the Effective Date of this Agreement. Earnest money shall be subject to section 5.2 of this agreement.
3. Pre-Closing Matters.
 - 3.1 Title Commitment. Within thirty (30) days after the Effective Date, Seller(s) will deliver to Buyer, a Commitment for Title Insurance (“**Title Commitment**”). The Title Commitment will

set forth the status of the title of the Property and will show all liens, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and other matters of record affecting title to the Property. Seller(s) shall furnish to Buyer a copy of all documents referred to in the Title Commitment, including, but not limited to, lien instruments, reservations, restrictions, and easements.

3.2 Review of Title Commitment. Buyer shall have thirty (30) days after receipt by Seller(s) of both the Title Commitment and survey in which to examine the Title Commitment and those documents referred to therein and to specify to Seller(s), in writing, those items which Buyer finds objectionable (the "**Title Objections**"). Any matters not objected to by Buyer within said thirty-day period by written notice to Seller(s) (or waived by Buyer as provided below) shall be deemed "**Permitted Exceptions.**" Seller(s) shall have no obligation to cure any Title Objections. If Seller(s) does not agree to cure Title Objections, Buyer may either terminate this Agreement by written notice to Seller(s) or waive such objections. If Buyer fails to terminate this Agreement by written notice to Seller(s) within ten (10) days after delivering to Seller(s) the Title Objections, then Buyer shall be deemed to have waived those objections.

4. Survey. Within twenty (20) days after the Effective Date, Seller(s) shall furnish to Buyer and Title Company Seller(s)'s **existing survey** of the Property. If Seller(s) fails to furnish the existing survey within the time prescribed or if the existing survey is not acceptable to Title Company or Buyer, Buyer shall obtain a new survey at Buyer's expense no later than three (3) days prior to the Closing Date.

4.1 Adjustment of Purchase Price. The foregoing notwithstanding, Buyer and Seller(s) agree that the Purchase Price will be adjusted based on the Survey required, and the number of acres shall be multiplied by \$40,000.00 per acre. The result thereof shall be added to or subtracted from the Purchase Price, as appropriate, and the Purchase Price set out in 2.1 shall be adjusted accordingly.

5. Option Period.

5.1 Option Periods. For the initial (one hundred and eighty) 180-day period immediately following the Effective Date (the "**Option Period**"), Buyer shall have the right of investigation and inspection of the Property to determine whether Buyer desires to proceed with the purchase of the Property. During the initial Option Period, Buyer may enter the Property to investigate the condition of the Property and other matters Buyer deems reasonably necessary. Buyer agrees to advise Seller(s) periodically of the status of its due diligence evaluation of the Property. Buyer at its sole discretion may elect to exercise a second option period for an additional (one hundred and eighty) 180 days for a non-refundable amount of (One hundred thousand dollars) \$100,000 that shall be applied to the purchase price at closing.

5.2 Termination of Agreement. If Buyer determines, in Buyer's sole judgment and discretion, that the Property is not suitable to Buyer, then Buyer may terminate this Agreement, provided that Buyer gives Seller(s) written notice terminating this Agreement on or before the end of the Option Period(s). If Buyer fails to give such written termination notice on or before the end of the Option Period(s), then it shall be deemed that Buyer is satisfied with all aspects of the Property and the sale of the Property shall proceed to Closing. If Buyer terminates this Agreement by written notice to Seller(s) on or before the end of the Option Period(s), then both parties shall be released from all

further obligations under this Agreement and Title agent shall return to buyer all earnest monies plus any accrued interest earned by earnest monies with the Title Agent.

5.3 Option Fee. Within five (5) days from the Effective Date, Buyer shall deliver to Monarch Title of Texas in (Sugar land, Texas), a check in the amount of FIVE THOUSAND Dollars (\$5,000.00) (the “**Option Fee**”), which amount has been bargained for and agreed to as consideration for Buyer’s right of investigation and inspection granted herein and for Seller(s)’s execution and delivery of this Agreement. The Option Fee is in addition to and independent of all other consideration provided in this Agreement and shall apply to buyer closing cost.

6. Representations and Warranties.

6.1 Seller(s)’s Representations and Warranties. Seller(s) represents and warrants to Buyer as follows:

6.1.1 No Conflict. The execution and delivery of this Agreement and, the consummation of the transactions contemplated hereunder on the part of Seller(s) do not, and will not, breach any material terms of any trust deed or mortgage or other agreement relating to the Property.

6.1.2 Condemnation. The Seller(s) warrants that the property is not under any threat of Condemnation.

6.1.3 Compliance. Seller(s) has not received written notice of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations, or requirements affecting the Property.

6.1.4 Claims. To Seller(s)’s knowledge, there are no outstanding claims or litigation against or affecting the Property that have not been paid or that will not be paid by Closing.

6.1.5 Broker. The Seller(s) hereby acknowledges and agrees to pay all brokerage fees as customary with the Texas realtors and/or brokers association.

6.2 Buyer’s Representations and Warranties. Buyer represents and warrants to Seller(s) as follows:

6.2.1 Authority. Buyer is a Texas Limited Liability Corporation, duly organized and validly existing under the laws of the State of Texas.

6.2.2 No Conflict. The execution and delivery of this Agreement and the consummation of the purchase by Buyer, do not and will not, violate any applicable law, ordinance, statute, rule, regulation, order, decree, or judgment.

6.2.3 Roll Back Taxes. The Buyer shall pay all roll back taxes at closing.

7. Conditions Precedent.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to close the transaction contemplated by this Agreement is expressly conditioned on the satisfaction at, or before, the time of Closing or at, or before, such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

7.1.1 Accuracy of Representations. All the representations and warranties of Seller(s) contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.1.2 Performance. Seller(s) shall have performed, observed, and complied with all material covenants, agreements and conditions required to be performed, observed, and complied with on its part prior to or as of closing hereunder.

7.1.3 Documents and Deliveries. All instruments and documents required on Seller(s)'s part to effectuate this Agreement and the transaction contemplated hereby shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein.

7.2 Conditions to Seller(s)'s Obligations. Seller(s)'s obligation to consummate the transaction contemplated by this Agreement is expressly conditioned on the satisfaction at, or before, the time of Closing or at, or before, such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller(s), at Seller(s)'s option):

7.2.1 Accuracy of Representations. All the representations and warranties of Buyer and Seller(s) contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.2.2 Performance. The buyer shall have performed, observed, and complied with all material covenants, agreements and conditions required to be performed, observed, and complied with on its part prior to or as of closing hereunder.

7.2.3 Documents and Deliveries. All instruments and documents required on Buyer's part to effectuate this Agreement and the transaction contemplated hereby shall be delivered to Seller(s) and shall be in form and substance consistent with the requirements herein.

8. Closing.

8.1 Date of Closing. Provided all conditions to closing are fully satisfied, closing under this Agreement (the "**Closing**") shall take place on or before 30 days following the expiration of the option period(s) as prescribed in section 5.1.

8.2 Seller(s)'s Obligations at Closing. At the Closing, Seller(s) shall do the following:

8.2.1 Special Warranty Deed. Seller(s) shall execute and deliver to the Title Company for recording a Special Warranty Deed conveying the Property to Buyer, subject only to

the Permitted Exceptions.

8.2.2 Owner's Title Policy. Seller(s) shall cause the Title Company to issue and deliver to Buyer at Seller(s)'s expense an owner's policy of title insurance ("**Owner's Title Policy**") in the amount of the Purchase Price ensuring that Buyer is the owner of good and indefeasible title to the Property, subject to the Permitted Exceptions and the standard printed exceptions included in the then current Owners Title Policy form promulgated by the Texas State Board of Insurance. Provided, however, the survey exception except for the exception as to area shall be deleted, taxes shall be prorated and paid through the date of Closing, the T-1 mineral endorsement shall be added and any exception for restrictive covenants shall be deleted.

8.2.3 Certificate of Non-Foreign Status. Seller(s) shall deliver to the Title Company an affidavit on behalf of Seller(s) certifying the non-foreign status of Seller(s).

8.2.4 Other Instruments. Seller(s) shall execute and deliver such other documents as are customarily executed in Texas in connection with the conveyance of real property.

8.2.5 Possession. Seller(s) shall deliver possession at Closing.

8.3 Buyer's Obligations at Closing. At the Closing, Buyer shall do the following:

8.3.1 Payment of Purchase Price. The buyer shall transfer the full amount the Purchase Price to the Title Company for payment to Seller(s).

8.3.2 Other Instruments. Buyer shall execute and deliver such other documents as are customarily executed in Texas in connection with the purchase of real property.

8.4 Prorations; Expenses.

8.4.1 Prorations. Taxes and rents shall be prorated at Closing. Seller(s) shall pay any fee payable to the Title Company.

8.4.2 Expenses. Except as otherwise provided herein, each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

8.5 Closing Costs. Seller(s) and Buyer each agree to pay the following costs at the Closing:

8.5.1 Paid By Buyer. Buyer shall pay any escrow fees.

8.5.2 Paid By Seller(s). Seller(s) agrees to pay none of the escrow fees.

9. Defaults; Remedies. In the event either party breaches or fails to perform its obligations under this Agreement, the other party shall be entitled to pursue any remedy available at law or in equity, including, without limitation, the remedies of specific performance and injunction.

10. Further Assurances. Seller(s) and Buyer each agrees to perform such other acts, and to execute, acknowledge and deliver, prior to, at or after Closing, such other instruments, documents, and other materials as the other may reasonably request and as shall be necessary to affect the consummation of the transactions contemplated hereby.

11. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the applicable address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties):

If to Seller(s): TEXAS CITY ECONOMIC DEVELOPMENT
 Attn: Kristin Edwards, Director
 1801 9th Avenue North
 Texas City, TX 77590

If to Buyer: Attn: Odis Jones, President & CEO
 Cobbproperties1 LLC
 7070 Knights Ct, Suite 1102
 Missouri City, TX 77459

With a copy to: _____

Any such notice or communication shall be sufficient if sent by (i) regular, first-class mail, (ii) delivered personally, (iii) transmitted by facsimile, or (iv) delivered by a recognized national overnight delivery service. Any notice delivered in accordance with this Section 10 shall be deemed given when actually received or, if earlier, (a) in the case of any notice transmitted by facsimile, on the date on which the transmitting party receives confirmation of receipt by facsimile transmission, telephone, or otherwise, or (b) in the case of any notice delivered by a recognized national overnight delivery service, on the next business day after delivery to the service or, if different, on the day designated for delivery.

12. Miscellaneous.

12.1 Assignability. Either party may transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person.

12.2 Governing Law; Parties in Interest. This Agreement shall be governed by the laws of the State of Texas and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns (as permitted) and personal representatives.

12.3 Time of the Essence. Time is of the essence of this Agreement.

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

12.5 Incorporation by Reference. All Recitals to this Agreement and all Exhibits that are referred to herein and that are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

12.6 Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, or discharge is sought.

12.7 Waiver. Any party's failure to exercise any right or remedy under this Agreement, delay in exercising any such right or remedy, or partial exercise of any such right or remedy, shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of any breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of this Agreement shall be binding on a party unless it is set forth in writing and signed by such party.

12.8 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then (i) such provision shall be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Agreement shall not be affected and all such provisions shall remain in full force and effect.

12.9 Construction and Interpretation. The headings or titles of the sections of this Agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement; references herein to sections are to sections of this Agreement unless otherwise specified. Meanings of defined terms used in this Agreement are equally applicable to singular and plural forms of the defined terms. As used herein, (i) the term "party" refers to a party to this Agreement, unless otherwise specified, (ii) the terms "hereof," "herein," "hereunder," and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement, and (iii) the term "including" is not limiting and means "including without limitation." All provisions of this Agreement have been negotiated at arm's length and this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision hereof. Days as used herein shall mean business days.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

[Signatures to Follow]

SELLER(S):

By:

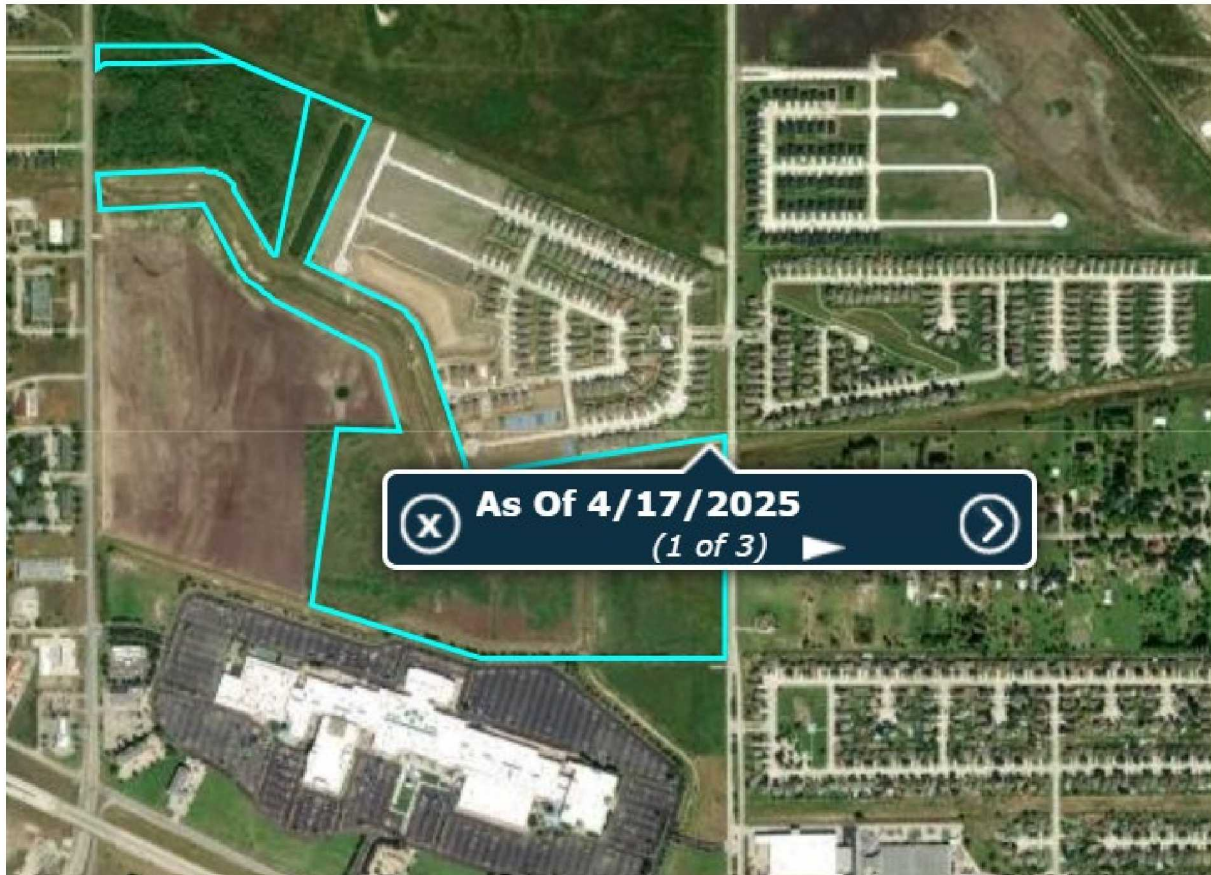
Buyer:

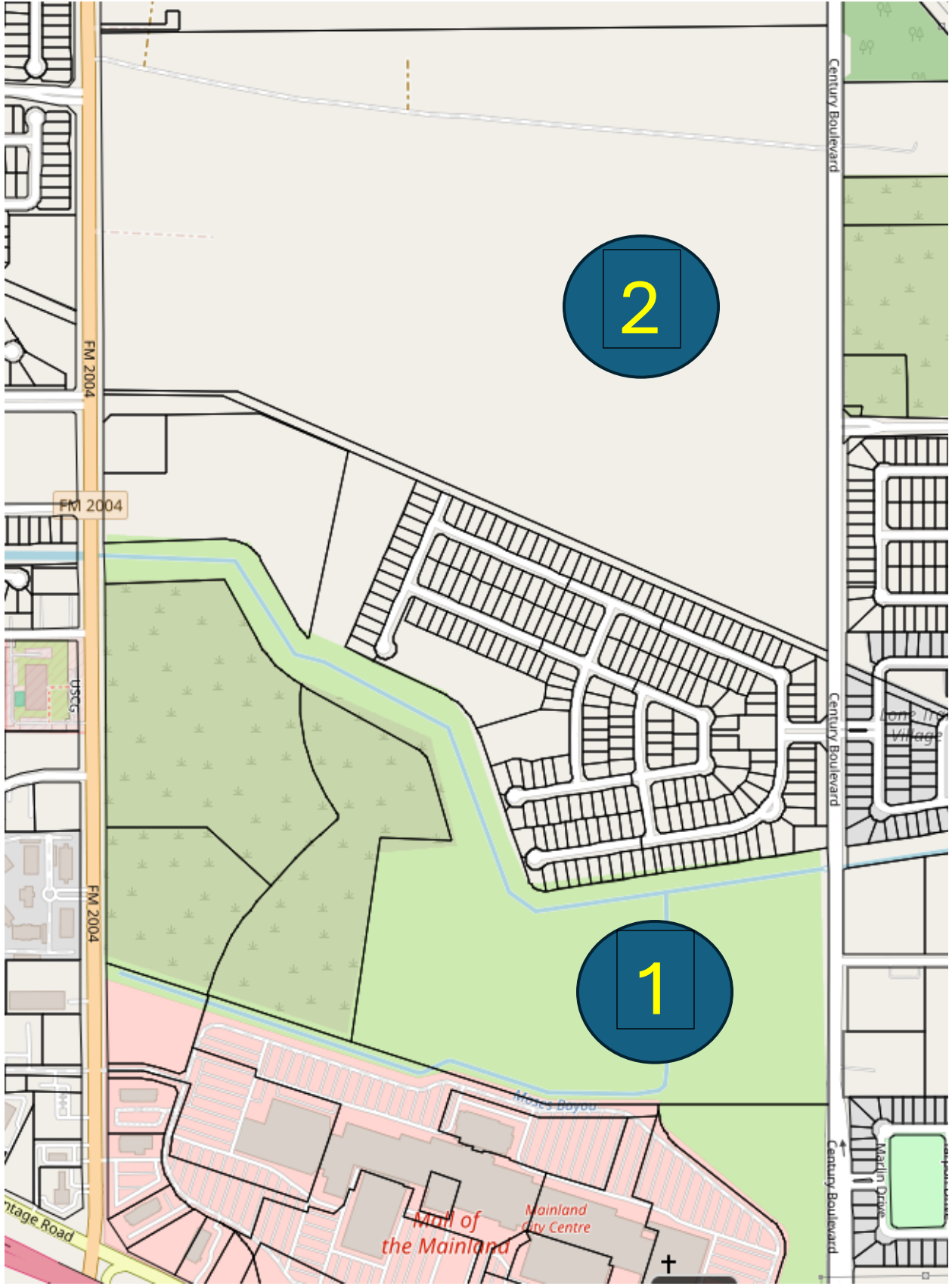
Cobbproperties1 LLC

A handwritten signature in black ink that reads "Odis Jones". The signature is written in a cursive style with a large initial "O" and a long, sweeping underline.

By: Odis Jones, President CEO

EXHIBIT: A







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